

**NOTICE OF MEETING  
FORT BEND COUNTY COMMISSIONERS COURT  
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS  
TUESDAY, JANUARY 11, 2005  
1:00 O'CLOCK P.M.**

**AGENDA**

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Meyers.
3. Approve minutes of meeting of January 4, 2005.
4. Announcements and Public Comments.
5. PUBLIC HEARINGS: 1:00 P.M.: Conduct Public Hearings and take all appropriate action on the following matters:
  - A. Acceptance of the traffic control plan for Sienna Village of Shipman's Landing, Section 16 and Section 12-B, Pct. 1.
  - B. Acceptance of the traffic/safety study for Fenske Lane, Pct. 1.

**CONSENT AGENDA ITEMS 6- 19:**

6. **OUT OF STATE TRAVEL:** Enter into record the out-of-state travel request of elected official:  
**Commissioner Pct. 2:** Commissioner Grady Prestage to Washington, D.C., from March 3-8, 2005, to attend 2005 Legislative Conference. (Fund: 072-4014)
7. **COUNTY JUDGE:**
  - A. Approve setting a Public Hearing on January 25, 2005, at 1:00 p.m. to discuss the intent of the County to form a Rural Transit District within the boundaries of Fort Bend County, under Chapter 458, Section 458.001 of the Transportation Code.
  - B. Approve the appointment of Commissioner James Patterson as the Court's representative at the Mayors and City Council Association Meeting on January 18, 2005, when the County's intent to form a Rural Transit District will be discussed.
  - C. Approve the reappointment of Harvey Ludwig (on behalf of Precinct 1), James Clark (on behalf of Precinct 2), Jon Strange (on behalf of Precinct 3), and Morris Mitchell (on behalf of Precinct 4) to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2005.

8. **COMMISSIONER, PCT. 1:**
  - A. Approve Project Agreement between Fort Bend County and the City of Needville to provide assistance with mowing, mosquito control, herbicide application, and cleaning debris on various city-owned streets, County expenditure not to exceed \$6,038. (Fund: 105)
  - B. Approve Project Agreement between Fort Bend County and the City of Orchard to provide assistance with street repairs on Arkansas and Wayne Streets, city-owned streets, County expenditure not to exceed \$1,350. (Fund: 105)
9. **COMMISSIONER, PCT. 3:**
  - A. Approve the reappointment of Henry R. "Hank" Wenzler and Gregg Nady as Commissioners of Fort Bend County Emergency Services District No. 1 for a two-year term.
  - B. Approve the reappointment of Charles Boggess, Robert Miller, and Bobby Lyons as Commissioners of Fort Bend County Emergency Services District No. 2 for a two-year term.
10. **AUDITOR:**
  - A. Approve transfer in the amount of \$6,499,019 as detailed on Auditor's report dated January 5, 2005 to allocate the funds budgeted for Juvenile Probation in the 2005 Budget from Agency 018 into Agency 045.
  - B. Approve transfer in the amount of \$92,092 as detailed on Auditor's report dated January 5, 2005 to amend the budget pursuant to Local Government Code §111.0706 and establish a budget for Fund 190 for Fiscal Year 2005.
11. **BUDGET OFFICER:**
  - A. Approve Pay Application No. 6 in the amount of \$54,057.81 to Bass Construction Company, Inc. for progress on the Head Start Building at the Fifth Street Community Center. (Fund: 202-045-2038-7015)
  - B. Approve final Pay Application No. 12 in the amount of \$8,538.40 to Evans Construction for completion of the Fairgrounds Restroom/Concession project. (Fund: 010-090-M02D-7015)
12. **BUILDING MAINTENANCE:** Approve payment by Invoice Transmittal in the amount of \$50 to City of Rosenberg for false alarm without a purchase order at the Child Support office located on B. F. Terry Boulevard. (Fund: 010-008-0080-4010)

**13. ENGINEERING:**

- A. Approve payment of Invoice No. 18607 in the amount of \$3,611.72 to Landtech for work regarding Mason Road (FM 359 to SH 99), Mobility Bond Project #29, Precinct 3. (Fund: 230-043-4301-7835)**
- B. Approve payment of Invoice No. 3002-1 (final) in the amount of \$100,675.78 to Teppco Crude Pipeline Company for work performed to relocate 750 feet of 10.75-inch pipeline at FM 1093 and Alief Clodine Road, Mobility Bond Project #99, Pct. 3. (Fund: 230-043-4301-7809)**
- C. Approve payment of Invoice No. 246443 in the amount of \$13,392.00 to TEDSI Infrastructure Group regarding traffic engineering services for traffic signals located at Cinco Ranch Boulevard @ Peek Road, and Addicks Clodine @ Beechnut, Pct. 3. (Fund: 105-075-M02A-2000-1011)**
- D. Approve payment of Invoice No. 1049 in the amount of \$1,720 to PAS Property Acquisition Services, Inc. for various right of way acquisitions, Precincts 1, 2, 3, and 4. (Fund: 042-7009)**
- E. Approve payment of Invoice No. 28 in the amount of \$1,591.93 to Klotz Associates, Inc. for professional services rendered in connection with widening of FM 1464 widening (from FM 1093 to SH 99) for route and design study, environmental layout, Mobility Bond Project #59, Precincts 3 and 4. (Fund: 230-043-4301-7831)**
- F. Approve payment of Invoice No. 8834 in the amount of \$5,229.00 to IDC, Inc. for professional services regarding route study of FM 723 from the Brazos River to North of FM 359, Mobility Bond Project #54, Precincts 1 and 3. (Fund: 230-043-4301-7853)**
- G. Release Bond #BE1840352 in the amount of \$558,400.00 for Cinco Ranch West, Section 10. The streets are PRIVATE and will be maintained by the Homeowners Association, Pct. 3.**
- H. Release Bond #5000002 in the amount of \$146,550.00 for Cinco Ranch West, Section 14. The streets are PRIVATE and will be maintained by the Homeowners Association, Pct. 3.**
- I. Release Bond #B34228719 in the amount of \$91,490.00 for Falcon Landing, Section 8. The streets are PRIVATE and will be maintained by the Homeowners Association, Pct. 3.**
- J. Release Bond #KC0749 in the amount of \$154,000.00 for Greens at Willow Fork, Section 2. The streets are PRIVATE and will be maintained by the Homeowners Association, Pct. 3.**
- K. Accept the streets in Greatwood Section T-270 and release Bond #SRE1000222 in the amount of \$170,870.00, Pct. 1**

|                      |                  |
|----------------------|------------------|
| Silver Pond Drive    | 1,321.50 LF      |
| Silver Pond Court    | 339.10 LF        |
| Sterling Green Court | <u>655.40 LF</u> |
| TOTAL:               | 2,316.00 LF      |

- L. Accept the streets in Greatwood Stonebridge, Section 3 and release Bond #5000038 in the amount of \$129,050.00, Pct. 1.**

|                      |                    |
|----------------------|--------------------|
| Shadow Leaf Drive    | 160.00 LF          |
| Eagle Run Court      | 107.60 LF          |
| Lavender Field Court | 225.60 LF          |
| Lavender Field Drive | 1,159.00 LF        |
| Morningstar Drive    | 904.60 LF          |
| Boulder Oaks Lane    | 331.50 LF          |
| Carriage Point Drive | 790.50 LF          |
| Stoneleigh Drive     | 549.70 LF          |
| Rockwall Court       | 295.60 LF          |
| Stoneleigh Court     | <u>250.80 LF</u>   |
| <b>TOTAL:</b>        | <b>4,774.90 LF</b> |

- M. Accept the streets in Cinco Ranch FM 1093 Tract and release Bond #K07044926 in the amount of \$174,800.00, Pct. 3.**

|                       |                    |
|-----------------------|--------------------|
| Southchase Trail Lane | 200.00 LF          |
| Somerset Park Lane    | 1,469.20 LF        |
| Manor Hollow Lane     | 352.00 LF          |
| Barker Canyon Lane    | 748.00 LF          |
| Lauderwick Court      | 205.00 LF          |
| Brighton Hill Lane    | <u>336.10 LF</u>   |
| <b>TOTAL:</b>         | <b>3,310.30 LF</b> |

- N. Accept the street in Falcon Landing, Section 1. The bond was previously released, Pct. 3.**

|                    |             |
|--------------------|-------------|
| Bay Hill Boulevard | 1,019.08 LF |
|--------------------|-------------|

- O. Accept the streets in Bay Hill Boulevard and release Bond #1396571 in the amount of \$397,800.00, Pct. 3.**

|                          |                    |
|--------------------------|--------------------|
| Bay Hill Boulevard       | 3,980.00 LF        |
| Falcon Landing Boulevard | <u>75.00 LF</u>    |
| <b>TOTAL:</b>            | <b>4,055.00 LF</b> |

- P. Accept the street in Falcon Landing Boulevard and release Bond #CMS 203304 in the amount of \$113,200.00, Pct. 3.**

|                          |             |
|--------------------------|-------------|
| Falcon Landing Boulevard | 1,057.03 LF |
|--------------------------|-------------|

- Q. Accept the street in Falcon Landing Boulevard Extension and release Bond #CMS 203303 in the amount of \$20,500.00, Pct. 3.**

|                          |           |
|--------------------------|-----------|
| Falcon Landing Boulevard | 204.80 LF |
|--------------------------|-----------|

- R. Accept the street in Falcon Landing, Sec. 7. The street is PRIVATE and will be maintained by the Homeowners Association with the exception of Falcon Park Drive, which is public. The bond was previously released, Pct. 3.**

|                   |           |
|-------------------|-----------|
| Falcon Park Drive | 966.47 LF |
|-------------------|-----------|

- S. Set public hearing for acceptance of the traffic control plan for Greatwood Section T-270, and Greatwood Stonebridge, Section 3, Pct. 1. (Tuesday, February 8, 2005, at 1:00 p.m.)**

- T. Set public hearing for acceptance of the traffic control plan for Cinco Ranch FM 1093 Tract, Pct. 3. (Tuesday, February 8, 2005, at 1:00 p.m.)**



- U. Set public hearing for acceptance of the traffic control plan for Falcon Landing, Section 1, Bay Hill Boulevard, Falcon Landing Boulevard, Falcon Landing Boulevard Extension and Falcon Landing, Section 7 (Falcon Park Drive), Pct. 3. *(Tuesday, February 8, 2005, at 1:00 p.m.)*
  - V. Approve application from Verizon Communications to bore under and bury cable along Avenue E, Pct. 2.
  - W. Approve release of Performance Bond #69782601 in the amount of \$5,000 to Heller Cozac/Robert Leopold dba Leopold Materials & Construction for completion of work on Randon-Dyer, Permit #82930, Pct. 1.
  - X. Approve the plat for roads within Andover Farms, Section 4, Pct. 1.
  - Y. Approve the plat for lots within Andover Farms, Section 4, Pct. 1.
  - Z. Approve the plat for roads within Rose Ranch, Section 1, Pct. 1.
  - AA. Approve the plat for lots within Rose Ranch, Section 1, Pct. 1.
14. **FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 2:** The Board of Directors of the Fort Bend County Fresh Water Supply District No. 2 reviewed these items at their regular meeting on December 21, 2004, and made the following recommendation to Commissioners Court: Authorize payment of Invoice Number 78792 in the amount of \$27,722.50 to Pate Engineers, Inc. for engineering services. (Fund: 010-042-M03B-2000-4010)
15. **HUMAN RESOURCES:**
- A. Approve salary assignment of Grade 8, Step 9, Administrative/Clerical Policy Group (\$1,234.13 Bi-Weekly) for Position No. 027-0308 in the Sheriff's Office, effective January 1, 2005.
  - B. Approve salary assignment of Grade 9, Step 14, Administrative/Clerical Policy Group (\$1,591.61 Bi-Weekly) for Position No. 027-0168 in the Sheriff's Office, effective January 1, 2005.
16. **PURCHASING:** Authorize advertising for proposals for lease of land for hay and grazing.
17. **ROAD & BRIDGE:**
- A. Approve transfer in the amount of \$147,000 from Sales Proceeds (105-999-00SP) into Capital Assets (105-075-0750-1011) to amend the budget pursuant to Local Government Code §111.0706 for receipt of funds from the sale of a motor grader.
  - B. Approve transfer in the amount of \$1,300 from Road Signs (105-075-7004) into IT Software (105-075-3040) to allocate additional funds for purchase of upgrade needed for sign software.
18. **SHERIFF'S OFFICE:** Approve transfer in the amount of \$11,793 from Property and Equipment (010-027-0271-1010) \$7,621, Materials and Supplies (010-027-0271-3000) \$1,572 and Fees and Services (010-027-0271-4010) \$2,600 into Detention Capital Assets (010-027-0271-1011) to allocate funds into proper line item at Auditor's request.

**19. TAX ASSESSOR/COLLECTOR:**

- A. Approve refunds over \$500 as detailed in Tax Assessor's Report dated December 30, 2004, for an amount totaling \$3,045.80.**
  - B. Approve refunds over \$500 as detailed in Tax Assessor's Report dated January 4, 2005, for an amount totaling \$4,878.32.**
- 

**20. COUNTY JUDGE:**

- A. Take all appropriate action on Tax Abatement Agreement between Fort Bend County and Yokagawa Corporation of America.
- B. Take all appropriate action on Restated as Amended Tax Abatement Agreement between Fort Bend County and Sugarland Properties Incorporated (Town Square).
- C. Take all appropriate action to adopt the following Resolutions for legislative action by the 79th Legislative Session on behalf of Fort Bend County:
  - 1) Resolution Supporting a Constitutional Amendment to Abolish the Office of the County Treasurer of Fort Bend County;
  - 2) Resolution Supporting Special Legislation for the Creation of the North Fort Bend County Water Authority;
  - 3) Resolution Supporting a Constitutional Amendment Prohibiting Unfunded Mandates on Texas Counties;
  - 4) Resolution Supporting the Search for a Fair and Equitable School Finance System;
  - 5) Resolution Supporting Additional Local Controls to Regulate Subdivisions; *Development*
  - 6) Resolution Supporting Term Limits on TCEQ Solid and Liquid Waste Disposal Permits;
  - 7) Resolution Supporting Changing the Central Appraisal District Board Member Composition;
  - 8) Resolution Supporting Greater Local Control of County Revenue and Expenditures;
  - 9) Resolution Supporting Granting Fort Bend County Authority to Create Tax Increment Reinvestment Zones ~~in its Unincorporated Areas;~~
  - 10) Resolution Supporting Additional Financial Support for All Texas Community Colleges;
  - 11) Resolution Supporting Property Owner Approval Prior to the Issuance of Certificates of Convenience and Necessity;
  - 12) Resolution In Response to the Proposed Legislation to Cap Increases in Property Values;
  - 13) Resolution supporting legislation that grants counties the authority to build a County Tax Assessor/Collector Annex within the unincorporated area of the county.
- D. Take all appropriate action necessary to discuss any other legislative resolutions of interest to a member of the Commissioners Court.

21. AUDITOR: Take all appropriate action on request to transfer the amount of \$225 from Non-Departmental Contingency (045-4040) into Fees and Services (010-005-0050-4010) to allocate funds for purchase of transcripts from previous bond issues that are needed for arbitrage calculations.
22. ENGINEERING:
  - A. Take all appropriate action to approve the Agreement between Fort Bend County and Dannenbaum Engineering Corporation regarding professional services in connection with US 90A at SH 99 (Grand Parkway), for an amount not to exceed \$270,514.54, Mobility Bond Project #80, Pct. 4. (Fund: 230-04-4301-7858)
  - B. Take all appropriate action to grant a variance to the Fort Bend County Regulations of Subdivisions, under Section 2.2.I, allowing a 5-acre tract recorded in Volume 1986, page 1754 official records, to be divided into two tracts, a 2-acre tract and 3-acre tract (Glenn Mitchell), 2920 Blackwood Rd., Pct. 1.
  - C. Take all appropriate action to approve the Agreement between Fort Bend County and Houston-Galveston Area Council (H-GAC) for FY 05 Solid Waste Funds in the amount of \$21,073 for Feasibility Study for the term of September 1, 2004 through July 31, 2005, Precincts 1, 2, 3, and 4.
23. HEALTH & HUMAN SERVICES – SOCIAL SERVICES: Take all appropriate action to ratify application for the Emergency Food & Shelter Program, Phase XXIII, with no match required by the County.
24. PARKS DEPARTMENT:
  - A. Take all appropriate action to authorize an increase in rental rates for the Fort Bend County Fairgrounds effective February 1, 2005.
  - B. Take all appropriate action to establish a rental rate for the use of Fort Bend County tents at \$125 each.
25. PURCHASING:
  - A. Take all appropriate action on the following:
    - 1) Bid #05-010 - Dump truck;
    - 2) Bid #05-011 - Front end loader;
    - 3) Bid #05-013 – Concrete pavement rehabilitation;
    - 4) Bid #05-014 – Crawler tractor with dozer blade;
    - 5) Bid #05-015 – Motor grader.
  - B. Take all appropriate action to purchase two (2) shredders pursuant to Bid #05-007.

January 11, 2005

- Pass
- C. Take all appropriate action on Agreement between Fort Bend County and Polly Ryon Hospital Authority ~~for~~ to lease 2,050 square feet of office space to be utilized for the indigent clinic. (Funding: Indigent Health Care)
  - D. Take all appropriate action to purchase communication equipment from Information Station Specialists, a State of Texas CISV vendor, in an amount not to exceed \$66,330. (Funding: Emergency Management, 046-G05D-1011, UASI Part II FY 03 Grant)
  - E. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code Section 262.024(a)(7)(A) for the purchase of an item available from a sole source for annual maintenance fees from American Management Systems. (Funding: MIS 4010)
  - F. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code Section §262.024 (a)(4) for the purchase of a professional service from Truesecure, in an amount not to exceed \$78,000. (Funding: MIS 4010 and Library 4010)

26. Approve Bills.

27. Authorize County Auditor to pay and release time-sensitive bills on January 20, 2005, to be ratified by Commissioners Court on January 25, 2005.

28. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:

§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.

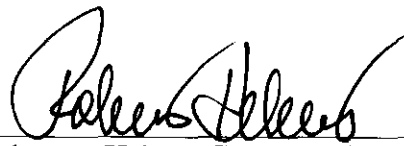
A. Litigation: C.A. No. H-03-3494; Mary Tillis, et al. vs. Fort Bend County, et al.; In the United States District Court for the Southern District of Texas, Houston Division.

B. Litigation: C.A. No. H-04-0679; Carrie McKinnie Jones vs. Fort Bend County, Texas; In the United States District Court for the Southern District of Texas, Houston Division.

January 11, 2005

29. Reconvene Open Session and consider taking action on the following matters:  
§ 551.071. Consultation With Attorney.  
A. Litigation: C.A. No. H-03-3494; Mary Tillis, et al. vs. Fort Bend County, et al.; In the United States District Court for the Southern District of Texas, Houston Division.  
B. Litigation: C.A. No. H-04-0679; Carrie McKinnie Jones vs. Fort Bend County, Texas; In the United States District Court for the Southern District of Texas, Houston Division.
30. Adjournment.

In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the County may order a continuance for the next day until the discussion is completed on all items.



Robert E. Hebert, County Judge

Notice of meeting/agenda posted at William B. Travis Building, Courthouse & Jane Long Annex, Richmond, Texas on Friday, January 7, 2005, by Donna Ospina.

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NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. ADA Coordinator, Risk/Management Insurance Dept., Fort Bend County-Rosenberg Annex, 4520 Reading Rd., Rosenberg, Texas 77471, phone 281-341-8618 has been designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations.\* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

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NOTICE

The County Commissioners Court of Fort Bend County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

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FILED FOR RECORD

NO. \_\_\_\_\_ TIME 11:39 <sup>A.M.</sup> P.M.

JAN 7 2005

  
County Clerk Fort Bend Co. Tex.

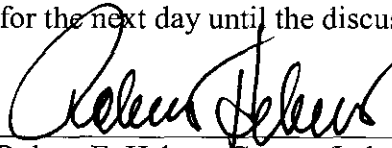
January 11, 2005

**NOTICE OF MEETING  
FORT BEND COUNTY DRAINAGE DISTRICT – BOARD OF DIRECTORS  
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS  
TUESDAY, JANUARY 11, 2005  
1:00 O'CLOCK P.M.**

**AGENDA**

1. Call to Order.
2. Take all appropriate action on Bid #05-014 – Crawler tractor with dozer blade.
3. Adjournment.

In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the County may order a continuance for the next day until the discussion is completed on all items.

  
Robert E. Hebert, County Judge

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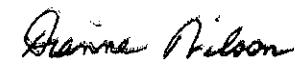
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FILED FOR RECORD

NO. \_\_\_\_\_ TIME 11:39 <sup>A.M.</sup> P.M.

**JAN 7 2005**

  
County Clerk Fort Bend Co. Tex.

16

**APPROVAL OF MINUTES  
COMMISSIONERS COURT  
FORT BEND COUNTY**

I, Dr. Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 11<sup>th</sup> day of January, 2005.



**DIANNE WILSON Ph.D., COUNTY CLERK**

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner PATTERSON, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 25<sup>th</sup> day of January, 2005.



**ROBERT E. HEBERT, COUNTY JUDGE**

*January 11, 2005*

**Approved**

**MINUTES**

**BE IT REMEMBERED, That on this 11<sup>th</sup> DAY of JANUARY, 2005, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:**

|                                       |                                |
|---------------------------------------|--------------------------------|
| <b>ROBERT E. HEBERT</b>               | <b>COUNTY JUDGE</b>            |
| <b>TOM D. STAVINOKA</b>               | <b>COMMISSIONER PRECINCT 1</b> |
| <b>GRADY PRESTAGE</b>                 | <b>COMMISSIONER PRECINCT 2</b> |
| <b>ANDY MEYERS</b>                    | <b>COMMISSIONER PRECINCT 3</b> |
| <b>JAMES PATTERSON</b>                | <b>COMMISSIONER PRECINCT 4</b> |
| <b>LINDA KUTACH for DIANNE WILSON</b> | <b>COUNTY CLERK</b>            |

**When the following were heard and the following orders were passed:**

**1. Call to Order.**

Call to Order at 1:00 p.m.

**2. Invocation and Pledge of Allegiance by Commissioner Meyers.**

Invocation and Pledge of Allegiance by Commissioner Meyers.

**3. Approve minutes of meeting of January 4, 2005.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve minutes of meeting of January 4, 2005.

|                                |            |                               |            |
|--------------------------------|------------|-------------------------------|------------|
| <b>Judge Hebert</b>            | <b>yes</b> | <b>Commissioner Meyers</b>    | <b>yes</b> |
| <b>Commissioner Stavinocha</b> | <b>yes</b> | <b>Commissioner Patterson</b> | <b>yes</b> |
| <b>Commissioner Prestage</b>   | <b>yes</b> |                               |            |

**4. Announcements and Public Comments.**

Rodrigo Carreon spoke in favor of items 6 and 20C4.

Commissioner Stavinocha announced the County Fairgrounds was listed as #16 in the Houston Business Journal as a place where over 300,000 people attend for various events.



January 11, 2005

5. **PUBLIC HEARINGS: 1:00 P.M.:** Conduct Public Hearings and take all appropriate action on the following matters:
- A. Acceptance of the traffic control plan for Sienna Village of Shipman's Landing, Section 16 and Section 12-B, Pct. 1.
  - B. Acceptance of the traffic/safety study for Fenske Lane, Pct. 1.

Public hearings held. No public comments.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve items 5A&B.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**CONSENT AGENDA ITEMS 6- 19:**

6. **OUT OF STATE TRAVEL:** Enter into record the out-of-state travel request of elected official:  
**Commissioner Pct. 2:** Commissioner Grady Prestage to Washington, D.C., from March 3-8, 2005, to attend 2005 Legislative Conference. (Fund: 072-4014)
7. **COUNTY JUDGE:**
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  - B. Approve the appointment of Commissioner James Patterson as the Court's representative at the Mayors and City Council Association Meeting on January 18, 2005, when the County's intent to form a Rural Transit District will be discussed.
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- A. Approve the reappointment of Henry R. "Hank" Wenzler and Gregg Nady as Commissioners of Fort Bend County Emergency Services District No. 1 for a two-year term.
  - B. Approve the reappointment of Charles Boggess, Robert Miller, and Bobby Lyons as Commissioners of Fort Bend County Emergency Services District No. 2 for a two-year term.

**10. AUDITOR:**

- A. Approve transfer in the amount of \$6,499,019 as detailed on Auditor's report dated January 5, 2005 to allocate the funds budgeted for Juvenile Probation in the 2005 Budget from Agency 018 into Agency 045.
- B. Approve transfer in the amount of \$92,092 as detailed on Auditor's report dated January 5, 2005 to amend the budget pursuant to Local Government Code §111.0706 and establish a budget for Fund 190 for Fiscal Year 2005.

**11. BUDGET OFFICER:**

- A. Approve Pay Application No. 6 in the amount of \$54,057.81 to Bass Construction Company, Inc. for progress on the Head Start Building at the Fifth Street Community Center. (Fund: 202-045-2038-7015)
- B. Approve final Pay Application No. 12 in the amount of \$8,538.40 to Evans Construction for completion of the Fairgrounds Restroom/Concession project. (Fund: 010-090-M02D-7015)

**12. BUILDING MAINTENANCE:** Approve payment by Invoice Transmittal in the amount of \$50 to City of Rosenberg for false alarm without a purchase order at the Child Support office located on B. F. Terry Boulevard. (Fund: 010-008-0080-4010)

**13. ENGINEERING:**

- A. Approve payment of Invoice No. 18607 in the amount of \$3,611.72 to Landtech for work regarding Mason Road (FM 359 to SH 99), Mobility Bond Project #29, Precinct 3. (Fund: 230-043-4301-7835)
- B. Approve payment of Invoice No. 3002-1 (final) in the amount of \$100,675.78 to Teppco Crude Pipeline Company for work performed to relocate 750 feet of 10.75-inch pipeline at FM 1093 and Alief Clodine Road, Mobility Bond Project #99, Pct. 3. (Fund: 230-043-4301-7809)
- C. Approve payment of Invoice No. 246443 in the amount of \$13,392.00 to TEDSI Infrastructure Group regarding traffic engineering services for traffic signals located at Cinco Ranch Boulevard @ Peek Road, and Addicks Clodine @ Beechnut, Pct. 3. (Fund: 105-075-M02A-2000-1011)
- D. Approve payment of Invoice No. 1049 in the amount of \$1,720 to PAS Property Acquisition Services, Inc. for various right of way acquisitions, Precincts 1, 2, 3, and 4. (Fund: 042-7009)
- E. Approve payment of Invoice No. 28 in the amount of \$1,591.93 to Klotz Associates, Inc. for professional services rendered in connection with widening of FM 1464 widening (from FM 1093 to SH 99) for route and design study, environmental layout, Mobility Bond Project #59, Precincts 3 and 4. (Fund: 230-043-4301-7831)
- F. Approve payment of Invoice No. 8834 in the amount of \$5,229.00 to IDC, Inc. for professional services regarding route study of FM 723 from the Brazos River to North of FM 359, Mobility Bond Project #54, Precincts 1 and 3. (Fund: 230-043-4301-7853)
- G. Release Bond #BE1840352 in the amount of \$558,400.00 for Cinco Ranch West, Section 10. The streets are PRIVATE and will be maintained by the Homeowners Association, Pct. 3.
- H. Release Bond #5000002 in the amount of \$146,550.00 for Cinco Ranch West, Section 14. The streets are PRIVATE and will be maintained by the Homeowners Association, Pct. 3.
- I. Release Bond #B34228719 in the amount of \$91,490.00 for Falcon Landing, Section 8. The streets are PRIVATE and will be maintained by the Homeowners Association, Pct. 3.

**Item 13 continued – Engineering:**

- J. Release Bond #KC0749 in the amount of \$154,000.00 for Greens at Willow Fork, Section 2. The streets are PRIVATE and will be maintained by the Homeowners Association, Pct. 3.**
- K. Accept the streets in Greatwood Section T-270 and release Bond #SRE1000222 in the amount of \$170,870.00, Pct. 1**
- |                      |                    |
|----------------------|--------------------|
| Silver Pond Drive    | 1,321.50 LF        |
| Silver Pond Court    | 339.10 LF          |
| Sterling Green Court | <u>655.40 LF</u>   |
| <b>TOTAL:</b>        | <b>2,316.00 LF</b> |
- L. Accept the streets in Greatwood Stonebridge, Section 3 and release Bond #5000038 in the amount of \$129,050.00, Pct. 1.**
- |                      |                    |
|----------------------|--------------------|
| Shadow Leaf Drive    | 160.00 LF          |
| Eagle Run Court      | 107.60 LF          |
| Lavender Field Court | 225.60 LF          |
| Lavender Field Drive | 1,159.00 LF        |
| Morningstar Drive    | 904.60 LF          |
| Boulder Oaks Lane    | 331.50 LF          |
| Carriage Point Drive | 790.50 LF          |
| Stoneleigh Drive     | 549.70 LF          |
| Rockwall Court       | 295.60 LF          |
| Stoneleigh Court     | <u>250.80 LF</u>   |
| <b>TOTAL:</b>        | <b>4,774.90 LF</b> |
- M. Accept the streets in Cinco Ranch FM 1093 Tract and release Bond #K07044926 in the amount of \$174,800.00, Pct. 3.**
- |                       |                    |
|-----------------------|--------------------|
| Southchase Trail Lane | 200.00 LF          |
| Somerset Park Lane    | 1,469.20 LF        |
| Manor Hollow Lane     | 352.00 LF          |
| Barker Canyon Lane    | 748.00 LF          |
| Lauderwick Court      | 205.00 LF          |
| Brighton Hill Lane    | <u>336.10 LF</u>   |
| <b>TOTAL:</b>         | <b>3,310.30 LF</b> |
- N. Accept the street in Falcon Landing, Section 1. The bond was previously released, Pct. 3.**
- |                    |             |
|--------------------|-------------|
| Bay Hill Boulevard | 1,019.08 LF |
|--------------------|-------------|
- O. Accept the streets in Bay Hill Boulevard and release Bond #1396571 in the amount of \$397,800.00, Pct. 3.**
- |                          |                    |
|--------------------------|--------------------|
| Bay Hill Boulevard       | 3,980.00 LF        |
| Falcon Landing Boulevard | <u>75.00 LF</u>    |
| <b>TOTAL:</b>            | <b>4,055.00 LF</b> |
- P. Accept the street in Falcon Landing Boulevard and release Bond #CMS 203304 in the amount of \$113,200.00, Pct. 3.**
- |                          |             |
|--------------------------|-------------|
| Falcon Landing Boulevard | 1,057.03 LF |
|--------------------------|-------------|
- Q. Accept the street in Falcon Landing Boulevard Extension and release Bond #CMS 203303 in the amount of \$20,500.00, Pct. 3.**
- |                          |           |
|--------------------------|-----------|
| Falcon Landing Boulevard | 204.80 LF |
|--------------------------|-----------|
- R. Accept the street in Falcon Landing, Sec. 7. The street is PRIVATE and will be maintained by the Homeowners Association with the exception of Falcon Park Drive, which is public. The bond was previously released, Pct. 3.**
- |                   |           |
|-------------------|-----------|
| Falcon Park Drive | 966.47 LF |
|-------------------|-----------|

**Item 13 continued – Engineering:**

- S. Set public hearing for acceptance of the traffic control plan for Greatwood Section T-270, and Greatwood Stonebridge, Section 3, Pct. 1. *(Tuesday, February 8, 2005, at 1:00 p.m.)*
  - T. Set public hearing for acceptance of the traffic control plan for Cinco Ranch FM 1093 Tract, Pct. 3. *(Tuesday, February 8, 2005, at 1:00 p.m.)*
  - U. Set public hearing for acceptance of the traffic control plan for Falcon Landing, Section 1, Bay Hill Boulevard, Falcon Landing Boulevard, Falcon Landing Boulevard Extension and Falcon Landing, Section 7 (Falcon Park Drive), Pct. 3. *(Tuesday, February 8, 2005, at 1:00 p.m.)*
  - V. Approve application from Verizon Communications to bore under and bury cable along Avenue E, Pct. 2.
  - W. Approve release of Performance Bond #69782601 in the amount of \$5,000 to Heller Cozac/Robert Leopold dba Leopold Materials & Construction for completion of work on Randon-Dyer, Permit #82930, Pct. 1.
  - X. Approve the plat for roads within Andover Farms, Section 4, Pct. 1.
  - Y. Approve the plat for lots within Andover Farms, Section 4, Pct. 1.
  - Z. Approve the plat for roads within Rose Ranch, Section 1, Pct. 1.
  - AA. Approve the plat for lots within Rose Ranch, Section 1, Pct. 1.
14. **FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 2:** The Board of Directors of the Fort Bend County Fresh Water Supply District No. 2 reviewed these items at their regular meeting on December 21, 2004, and made the following recommendation to Commissioners Court: Authorize payment of Invoice Number 78792 in the amount of \$27,722.50 to Pate Engineers, Inc. for engineering services. (Fund: 010-042-M03B-2000-4010)
15. **HUMAN RESOURCES:**
- A. Approve salary assignment of Grade 8, Step 9, Administrative/Clerical Policy Group (\$1,234.13 Bi-Weekly) for Position No. 027-0308 in the Sheriff's Office, effective January 1, 2005.
  - B. Approve salary assignment of Grade 9, Step 14, Administrative/Clerical Policy Group (\$1,591.61 Bi-Weekly) for Position No. 027-0168 in the Sheriff's Office, effective January 1, 2005.
16. **PURCHASING:** Authorize advertising for proposals for lease of land for hay and grazing.
17. **ROAD & BRIDGE:**
- A. Approve transfer in the amount of \$147,000 from Sales Proceeds (105-999-00SP) into Capital Assets (105-075-0750-1011) to amend the budget pursuant to Local Government Code §111.0706 for receipt of funds from the sale of a motor grader.
  - B. Approve transfer in the amount of \$1,300 from Road Signs (105-075-7004) into IT Software (105-075-3040) to allocate additional funds for purchase of upgrade needed for sign software.
18. **SHERIFF'S OFFICE:** Approve transfer in the amount of \$11,793 from Property and Equipment (010-027-0271-1010) \$7,621, Materials and Supplies (010-027-0271-3000) \$1,572 and Fees and Services (010-027-0271-4010) \$2,600 into Detention Capital Assets (010-027-0271-1011) to allocate funds into proper line item at Auditor's request.

**19. TAX ASSESSOR/COLLECTOR:**

- A. Approve refunds over \$500 as detailed in Tax Assessor's Report dated December 30, 2004, for an amount totaling \$3,045.80.**  
**B. Approve refunds over \$500 as detailed in Tax Assessor's Report dated January 4, 2005, for an amount totaling \$4,878.32.**

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Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6, 7C and 8-19.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

Pass on items 7A & B.

**20. COUNTY JUDGE:**

- A. Take all appropriate action on Tax Abatement Agreement between Fort Bend County and Yokagawa Corporation of America.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Tax Abatement Agreement between Fort Bend County and Yokagawa Corporation of America.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- B. Take all appropriate action on Restated as Amended Tax Abatement Agreement between Fort Bend County and Sugarland Properties Incorporated (Town Square).**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve the Restated as Amended Tax Abatement Agreement between Fort Bend County and Sugarland Properties Incorporated (Town Square).

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- C. Take all appropriate action to adopt the following Resolutions for legislative action by the 79th Legislative Session on behalf of Fort Bend County:**

- 1) Resolution Supporting a Constitutional Amendment to Abolish the Office of the County Treasurer of Fort Bend County;**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Supporting a Constitutional Amendment to Abolish the Office of the County Treasurer of Fort Bend County for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**Item 20 continued – County Judge:**

**2) Resolution Supporting Special Legislation for the Creation of the North Fort Bend County Water Authority;**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Supporting Special Legislation for the Creation of the North Fort Bend County Water Authority.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**3) Resolution Supporting a Constitutional Amendment Prohibiting Unfunded Mandates on Texas Counties;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Supporting a Constitutional Amendment Prohibiting Unfunded Mandates on Texas Counties for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**4) Resolution Supporting the Search for a Fair and Equitable School Finance System;**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Supporting the Search for a Fair and Equitable School Finance System for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**5) Resolution Supporting Additional Local Controls to Regulate Subdivisions;**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Supporting Additional Local Controls to Regulate Subdivision Development for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**Item 20 C continued – County Judge: take all appropriate action to adopt the following Resolutions for legislative action by the 79th Legislative Session on behalf of Fort Bend County:**

**6) Resolution Supporting Term Limits on TCEQ Solid and Liquid Waste Disposal Permits;**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Supporting Term Limits on TCEQ Solid and Liquid Waste Disposal Permits for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**7) Resolution Supporting Changing the Central Appraisal District Board Member Composition;**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Changing the Central Appraisal District Board Member Composition for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**8) Resolution Supporting Greater Local Control of County Revenue and Expenditures;**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Supporting Greater Local Control of County Revenue and Expenditures for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**9) Resolution Supporting Granting Fort Bend County Authority to Create Tax Increment Reinvestment Zones in its Unincorporated Areas;**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Supporting Granting Fort Bend County Authority to Create Tax Increment Reinvestment Zones for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**Item 20 C continued – County Judge: take all appropriate action to adopt the following Resolutions for legislative action by the 79<sup>th</sup> Legislative Session on behalf of Fort Bend County:**

**10) Resolution Supporting Additional Financial Support for All Texas Community Colleges;**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt Resolution Supporting Additional Financial Support for All Texas Community Colleges for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**11) Resolution Supporting Property Owner Approval Prior to the Issuance of Certificates of Convenience and Necessity;**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to adopt a Resolution Supporting Property Owner Approval Prior to the Issuance of Certificates of Convenience and Necessity for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**12) Resolution In Response to the Proposed Legislation to Cap Increases in Property Values;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to adopt a Resolution In Response to the Proposed Legislation to Cap Increases in Property Values for legislative action by the 79th Legislative Session on behalf of Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**13) Resolution supporting legislation that grants counties the authority to build a County Tax Assessor/Collector Annex within the unincorporated area of the county. Take all appropriate action necessary to discuss any other legislative resolutions of interest to a member of the Commissioners Court.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to adopt Resolution supporting legislation that grants counties the authority to build a county annex within the unincorporated area of the county.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |



**Item 20 continued – County Judge:**

**D. Take all appropriate action necessary to discuss any other legislative resolutions of interest to a member of the Commissioners Court.**

Discussed and presented the following list:

- 1) Support an increase in state funding for indigent defense purposes.
- 2) Reduce diversion of Fund 6 money to other agencies.
- 3) Support the increase in the 2060 permit fee, increasing bonding requirements, enhancing enforcement measures and increasing sanctions for overweight trucks.
- 4) Support increase state funding to raise all local MHMR Authorities to the state of Texas average per capital funding level over the next biennium. Oppose reducing local MHMR Authority funding as a method to enhance equity statewide.
- 5) Support efforts to adequately fund the Texas Medicaid Program.
- 6) Support increase on maximum population for county election precincts to 5,000.
- 7) Support making the work product of a court reporter, who is employed by a county and paid a professional salary with at least ½ the salary of a District Judge, the property of the county employing a court reporter.
- 8) Prepare a legislative resolution pertaining to fireworks.

D'Neal Krish, County Judge's Office, will prepare resolutions on the above list for action by Commissioners Court at a future meeting.

21. **AUDITOR: Take all appropriate action on request to transfer the amount of \$225 from Non-Departmental Contingency (045-4040) into Fees and Services (010-005-0050-4010) to allocate funds for purchase of transcripts from previous bond issues that are needed for arbitrage calculations.**

Pass.

22. **ENGINEERING:**

- A. **Take all appropriate action to approve the Agreement between Fort Bend County and Dannenbaum Engineering Corporation regarding professional services in connection with US 90A at SH 99 (Grand Parkway), for an amount not to exceed \$270,514.54, Mobility Bond Project #80, Pct. 4. (Fund: 230-04-4301-7858)**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinocha, duly put and unanimously carried (5-0), it is ordered to approve the Agreement between Fort Bend County and Dannenbaum Engineering Corporation regarding professional services in connection with US 90A at SH 99 (Grand Parkway), for an amount not to exceed \$270,514.54, Mobility Bond Project #80, Pct. 4. (Fund: 230-04-4301-7858)

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinocha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

**Item 22 continued – Engineering:**

- B. Take all appropriate action to grant a variance to the Fort Bend County Regulations of Subdivisions, under Section 2.2.I, allowing a 5-acre tract recorded in Volume 1986, page 1754 official records, to be divided into two tracts, a 2-acre tract and 3-acre tract (Glenn Mitchell), 2920 Blackwood Rd., Pct. 1.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to grant a variance to the Fort Bend County Regulations of Subdivisions, under Section 2.2.I, allowing a 5-acre tract recorded in Volume 1986, page 1754 official records, to be divided into two tracts, a 2-acre tract and 3-acre tract (Glenn Mitchell), 2920 Blackwood Rd., Pct. 1.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- C. Take all appropriate action to approve the Agreement between Fort Bend County and Houston-Galveston Area Council (H-GAC) for FY 05 Solid Waste Funds in the amount of \$21,073 for Feasibility Study for the term of September 1, 2004 through July 31, 2005, Precincts 1, 2, 3, and 4.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve the Agreement between Fort Bend County and Houston-Galveston Area Council (H-GAC) for FY 05 Solid Waste Funds in the amount of \$21,073 for Feasibility Study for the term of September 1, 2004 through July 31, 2005, Precincts 1, 2, 3, and 4.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- 23. HEALTH & HUMAN SERVICES – SOCIAL SERVICES: Take all appropriate action to ratify**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve action to ratify application for the Emergency Food & Shelter Program, Phase XXIII, with no match required by the County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- 24. PARKS DEPARTMENT:**

- A. Take all appropriate action to authorize an increase in rental rates for the Fort Bend County Fairgrounds effective February 1, 2005.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize an increase in rental rates for the Fort Bend County Fairgrounds effective February 1, 2005.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**Item 24 continued – Parks Department:**

**B. Take all appropriate action to establish a rental rate for the use of Fort Bend County tents at \$125 each.**

Moved by Commissioner Stavinocha, Seconded by Commissioner Patterson, duly put and carried (4-1), it is ordered to establish a rental rate for the use of Fort Bend County tents at \$125 each.

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinocha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | no  |                        |     |

**25. PURCHASING:**

**A. Take all appropriate action on the following:**

**1) Bid #05-010 - Dump truck;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award bid #05-010 to Houston Freightliner for purchase of 5 new 12-14 yard dump trucks for Road & Bridge at \$77,336 each (total cost \$386,680). (Funding: Road & Bridge 1011)

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinocha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

**2) Bid #05-011 - Front end loader;**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award bid #05-011 to Hi-Way Equipment for purchase of 1 new front end loader for Road & Bridge at \$85,922.22 each. (Funding: Road & Bridge 1011)

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinocha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

**3) Bid #05-013 – Concrete pavement rehabilitation;**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinocha, duly put and unanimously carried (5-0), it is ordered to award bid #05-013 to S&C Construction for concrete pavement rehabilitation.

Removal & Replacement  
Priority Items  
\$60.00 per yard

Removal & Replacement  
6" thickness  
\$54.00 per yard

Removal & Replacement  
7" thickness  
\$56.00 per yard

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinocha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

**Item 25 continued – Purchasing:**

**4) Bid #05-014 – Crawler tractor with dozer blade;**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to award bid #05-014 to Mustang Cat in the amount of \$76,988 for purchase of 1 new crawler tractor with dozer blade for Road & Bridge.  
(Funding: Road & Bridge 1011)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**5) Bid #05-015 – Motor grader.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award bid #05-015 to Mustang Cat in the amount of \$163,559 (\$162,129 plus \$1,430-optional warranty) for purchase of 1 new motor grader for Road & Bridge. (Funding: Road & Bridge 1011)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**B. Take all appropriate action to purchase two (2) shredders pursuant to Bid #05-007.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize purchase of 2 new 15' shredders from Rosenberg Tractor in the amount of \$22,352 (\$11,176.each) pursuant to bid #05-007.  
(Funding: Road & Bridge 1011)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**C. Take all appropriate action on Agreement between Fort Bend County and Polly Ryon Hospital Authority for to lease 2,050 square feet of office space to be utilized for the indigent clinic. (Funding: Indigent Health Care)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Polly Ryon Hospital Authority to lease 2,050 square feet of office space to be utilized for the indigent clinic subject to final review by County Attorney. (Funding: Indigent Health Care)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**Item 25 continued – Purchasing:**

- D. Take all appropriate action to purchase communication equipment from Information Station Specialists, a State of Texas CISV vendor, in an amount not to exceed \$66,330. (Funding: Emergency Management, 046-G05D-1011, UASI Part II FY 03 Grant)**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve purchase of communication equipment from Information Station Specialists, a State of Texas CISV vendor, in an amount not to exceed \$66,330. (Funding: Emergency Management, 046-G05D-1011, UASI Part II FY 03 Grant)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- E. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code Section 262.024(a)(7)(A) for the purchase of an item available from a sole source for annual maintenance fees from American Management Systems. (Funding: MIS 4010)**

Pass.

- F. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code Section §262.024 (a)(4) for the purchase of a professional service from Truesecure, in an amount not to exceed \$78,000. (Funding: MIS 4010 and Library 4010)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve granting an exemption to the competitive bid process as authorized by Local Government Code Section §262.024 (a)(4) for the purchase of a professional service from Truesecure, in an amount not to exceed \$78,000. (Funding: MIS 4010 and Library 4010)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**26. Approve Bills.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$1,185,109.62.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

January 11, 2005

27. **Authorize County Auditor to pay and release time-sensitive bills on January 20, 2005, to be ratified by Commissioners Court on January 25, 2005.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to authorize County Auditor to pay and release time-sensitive bills on January 20, 2005, to be ratified by Commissioners Court on January 25, 2005.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**Recess.**

Recessed at 2:00 p.m.

28. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**

**§ 551.071. Consultation With Attorney.** Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.

A. **Litigation:** C.A. No. H-03-3494; Mary Tillis, et al. vs. Fort Bend County, et al.; In the United States District Court for the Southern District of Texas, Houston Division.

B. **Litigation:** C.A. No. H-04-0679; Carrie McKinnie Jones vs. Fort Bend County, Texas; In the United States District Court for the Southern District of Texas, Houston Division.

**Closes Session.**

Convened at 2:19 p.m.

Adjourned at 2:32 p.m.

**Reconvene.**

Reconvened at 2:34 p.m.

29. **Reconvene Open Session and consider taking action on the following matters:**

**§ 551.071. Consultation With Attorney.**

A. **Litigation:** C.A. No. H-03-3494; Mary Tillis, et al. vs. Fort Bend County, et al.; In the United States District Court for the Southern District of Texas, Houston Division.

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to re-authorize the expenditure of any sum of money that has reverted from Fund 403 to the General Fund due to the end of fiscal year 2003-2004. Transfer of money from General Fund Contingency to Insurance Fund 403.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

January 11, 2005

**Item 29 continued – reconvene open session and consider taking action on the following matters:**

**B. Litigation: C.A. No. H-04-0679; Carrie McKinnie Jones vs. Fort Bend County, Texas; In the United States District Court for the Southern District of Texas, Houston Division.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to incur litigation expenses no to exceed \$1,500 in the case of Carry McKinnie Jones vs. Fort Bend County.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**30. Adjournment.**

Commissioners Court adjourned at 2:35 p.m. on Tuesday, January 11, 2005.

## **DRAINAGE DISTRICT BOARD MINUTES**

BE IT REMEMBERED, That on this 11<sup>th</sup> day of JANUARY 2005, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

|                                |                           |
|--------------------------------|---------------------------|
| ROBERT E. HEBERT               | COUNTY JUDGE              |
| TOM D. STAVINOH                | COMMISSIONER PRECINCT #1  |
| GRADY PRESTAGE                 | COMMISSIONER PRECINCT #2  |
| ANDY MEYERS                    | COMMISSIONER PRECINCT #3  |
| JAMES PATTERSON                | COMMISSIONER PRECINCT #4  |
| LINDA KUTACH for DIANNE WILSON | COUNTY CLERK              |
| DAN GERKEN                     | DRAINAGE DISTRICT MANAGER |

When the following were heard and the following orders were passed:

1. **Call to Order.**

Call to Order at 1:06 p.m. by Judge Hebert.

2. **Take all appropriate action on Bid #05-014 – Crawler tractor with dozer blade.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award bid #05-014 to Mustang Cat for purchase of one new crawler tractor with dozer blade in the amount of \$76,988.00 each for Drainage District. Funding: Drainage 1011

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

3. **Adjournment.**

The Drainage District Board Meeting adjourned at 1:07 p.m. on Tuesday, January 11, 2005.



FORT BEND COUNTY COMMISSIONERS COURT

PUBLIC PARTICIPATION FORM

3-MINUTE TIME LIMIT

PLEASE COMPLETE ALL APPROPRIATE BLANKS. PLEASE PRINT OR WRITE LEGIBLY.

NAME: Rodrigo Carreon

HOME ADDRESS: 1122 Ave. C  
FRESNO TX 77545

HOME PHONE: 281-431-6734

PLACE OF EMPLOYMENT: UNEMPLOYED

WORK PHONE: \_\_\_\_\_

DO YOU REPRESENT A PARTICULAR GROUP OR ORGANIZATION \_\_\_\_\_

IF YOU REPRESENT A GROUP/ORGANIZATION, PLEASE STATE THE NAME, ADDRESS AND PHONE NUMBER OF SUCH GROUP OR ORGANIZATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHICH AGENDA ITEM DO YOU WISH TO ADDRESS? #6 #20) C.4

IN GENERAL, ARE YOU FOR OR AGAINST SUCH AGENDA ITEM? FOR

Rodrigo Carreon  
SIGNATURE

NOTE: THIS PUBLIC PARTICIPATION FORM MUST BE PRESENTED TO THE COUNTY CLERK OR COUNTY JUDGE PRIOR TO THE TIME THAT THE AGENDA ITEM YOU WISH TO ADDRESS IS DISCUSSED BEFORE THE COURT. THERE IS A 3-MINUTE TIME LIMIT.

5A



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 6, 2005

Commissioner Tom D. Stavinoha  
Fort Bend County Precinct 1  
P.O. Box 762  
Richmond, Texas 77406-0762

**RE: Sienna Village of Shipman's Landing, Section 16 -Traffic Control Plan**

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plans is scheduled for January 11, 2005.

A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

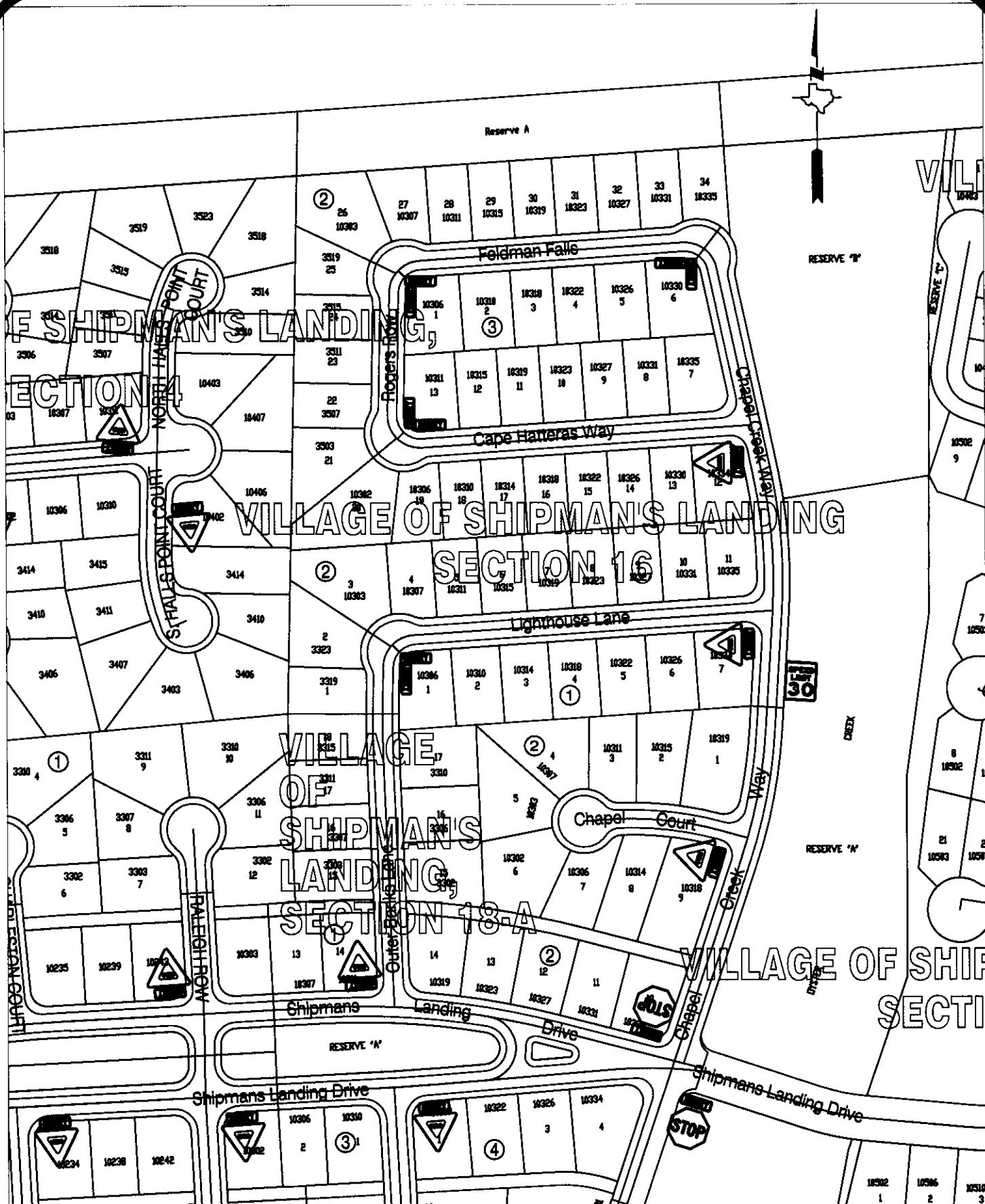
Sincerely,

*Michelle Holley-Lira*

Michelle Holley-Lira, E.I.T.  
Assistant to County Engineer

MHL/mjs

cc: Judge Robert E. Hebert, County Judge  
Marc Grant - FBC Road & Bridge  
Marc Grant - Signage Department  
File



## Sign Legend

|  |                                                            |
|--|------------------------------------------------------------|
|  | D3-1 Street name blade                                     |
|  | R1-1 Stop sign with street name blade                      |
|  | R2-1 30 m.p.h. speed limit sign                            |
|  | R1-2 Yield sign with street name blade                     |
|  | R1-2 Yield sign with street name blade and 'No Outlet' tab |

### NOTE:

The purpose of this traffic control plan is to establish traffic control for Sienna Village of Shipman's Landing, section 16.

### Firm Name and Address

Fort Bend County Engineering Dept.  
1124 Blume Road  
Rosenberg, Texas 77471

### Project Name and Address

Sienna Village of  
Shipman's Landing  
Control Map and  
Street Sign Layout

### Drawn By: L. Brdecka

Date: 1-5-05

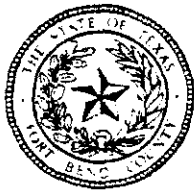
Approved By: N. Hatcher

Date: 1-5-05

Scale  
1" = 200'-0"

### Sheet

Sec. 16



**FORT BEND COUNTY ENGINEERING**  
Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 6, 2005

Commissioner Tom D. Stavinoha  
Fort Bend County Precinct 1  
P.O. Box 762  
Richmond, Texas 77406-0762

**RE: Sienna Village of Shipman's Landing, Section 12-B -Traffic Control Plan**

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plans is scheduled for January 11, 2005.

A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Holley-Lira".

Michelle Holley-Lira, E.I.T.  
Assistant to County Engineer

MHL/mjs

cc: Judge Robert E. Hebert, County Judge  
Marc Grant - FBC Road & Bridge  
Marc Grant - Signage Department  
File



## Sign Legend

|  |                                                            |
|--|------------------------------------------------------------|
|  | D3-1 Street name blade                                     |
|  | R1-1 Stop sign with street name blade                      |
|  | R2-1 30 m.p.h. speed limit sign                            |
|  | R1-2 Yield sign with street name blade                     |
|  | R1-2 Yield sign with street name blade and 'No Outlet' tab |

### NOTE:

The purpose of this traffic control plan is to establish traffic control for Sienna Village of Shipman's Landing, section 12-B.

### Firm Name and Address

Fort Bend County Engineering Dept.  
1124 Blume Road  
Rosenberg, Texas 77471

### Project Name and Address

Sienna Village of  
Shipman's Landing  
Control Map and  
Street Sign Layout

Drawn By: L. Brdecka

Date: 1-5-05

Approved By: N. Hatcher

Date: 1-5-05

Scale

1" = 200'-0"

Sheet

Sec. 12B



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 7, 2004

Commissioner Tom D. Stavinoha  
Fort Bend County Precinct 1  
P.O. Box 762  
Richmond, Texas 77406-0762

**RE: Traffic/Safety Study - Fenske Lane**

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic/safety study for Fenske Lane. The public hearing date for acceptance of the plan is scheduled.

A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

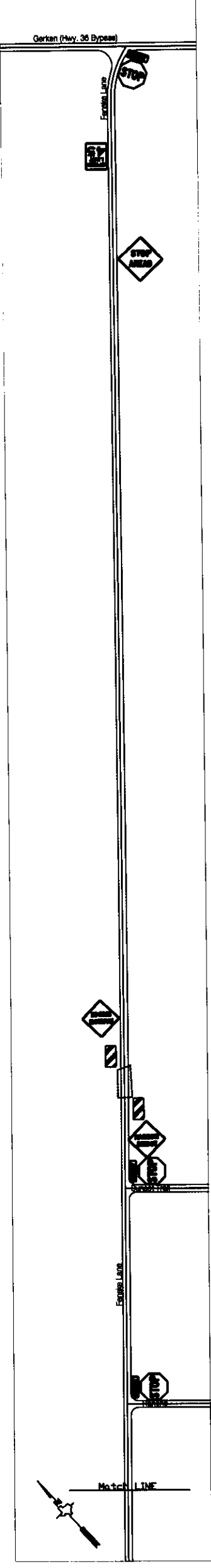
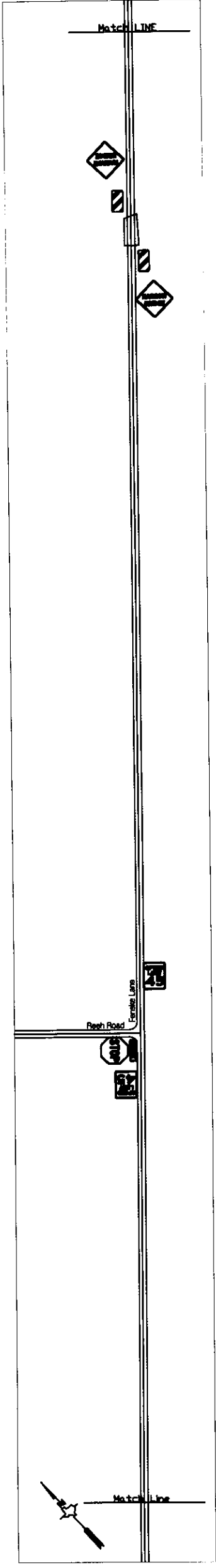
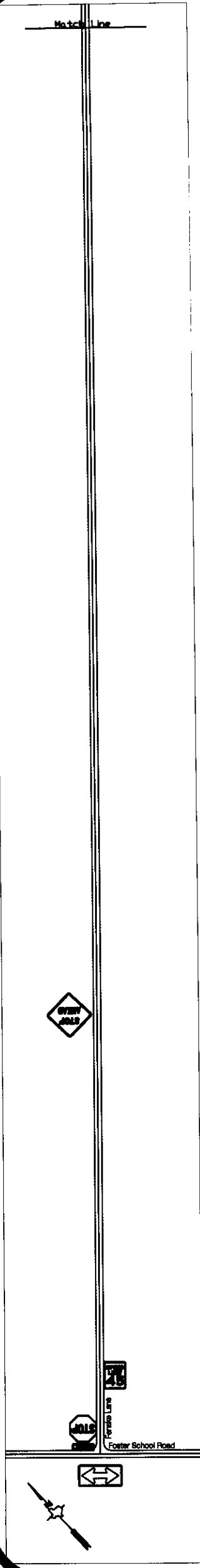
Sincerely,

A handwritten signature in cursive script, appearing to read "M. Gene Freund".

M. Gene Freund, P. E., R.P.L.S.  
Assistant to County Engineer

MGF/mjs

cc: Judge Robert E. Hebert, County Judge  
Marc Grant - FBC Road & Bridge  
Marc Grant - Signage Department  
File



| Sign Legend |                                              |
|-------------|----------------------------------------------|
|             | R1-1 Stop sign with street name blade (D3-1) |
|             | R2-1 45 m.p.h. speed limit sign              |
|             | W3-1 Approach to stop sign                   |
|             | W5-2 Narrow bridge sign                      |
|             | D4-3 Object marker                           |
|             | W1-7 T intersection sign                     |

**NOTE:**

The purpose of this traffic control plan is to establish traffic control for Fenske Lane.

Drawn By: L. Brdecka  
Date: 12-1-04  
Approved By: M. G. Freund  
Date: 12-1-04  
Scale  
1" = 400'-0"

**Fenske Lane  
Control Map and  
Street Sign Layout**

Fort Bend County Engineering Dept.  
1124 Blume Road  
Rosenberg, Texas 77471

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

**AGENDA ITEM**

DATE SUBMITTED: 01/04/05

SUBMITTED BY: Pamela Poole

AGENDA

DEPARTMENT: 072

# 6

COURT AGENDA DATE:

PHONE NO.: 281.403.8000

**SUMMARY OF ITEM:** Record into the minutes, out-of-state travel for Commissioner Prestage to attend the 2005 Legislative Conference in Washington, DC. 03/03 - 03/08/05.  
 Fund 072-4014

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

**FINANCIAL SUMMARY:**

| BUDGETED ITEM: | ANNUALIZED DOLLARS: | COMMENTS: |
|----------------|---------------------|-----------|
|----------------|---------------------|-----------|

|                        |              |  |
|------------------------|--------------|--|
| Yes ( ) No ( ) N/A ( ) | One Time ( ) |  |
|------------------------|--------------|--|

|                 |               |  |
|-----------------|---------------|--|
| Funding Source: | Recurring ( ) |  |
|-----------------|---------------|--|

|                             |         |  |
|-----------------------------|---------|--|
| Fund Agency 072 Object 4014 | N/A ( ) |  |
|-----------------------------|---------|--|

**Original Form** Submitted with back up to County Judge's Office: ( ) (✓ when completed)

**CC with back up:**

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| ( ) Auditor          | (281-341-3774) | ( ) Comm. Pct. 1 | (281-342-0587) |
| ( ) Budget Officer   | (281-344-3954) | ( ) Comm. Pct. 2 | (281-403-8009) |
| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8842) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**



AGENDA ITEM

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/6/2005

SUBMITTED BY:  
DEPARTMENT: County Judge  
PHONE NO.: 281-341-8608

AGENDA  
# 7C

COURT AGENDA DATE: 1/11/2005

**SUMMARY OF ITEM:** Approve the reappointment of Harvey Ludwig (on behalf of Precinct 1), James Clark (on behalf of Precinct 2), Jon Strange (on behalf of Precinct 3), and Morris Mitchell (on behalf of Precinct 4) to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2005.

**RENEWAL APPOINTMENT:** Yes (X) No ( )

**LIST SUPPORTING DOCUMENTS ATTACHED:** Correspondence from Subsidence District, Minutes from Previous Court Appointments.

**FINANCIAL SUMMARY:**

| BUDGETED ITEM:         |        |        | ANNUALIZED DOLLARS: |  | COMMENTS: |
|------------------------|--------|--------|---------------------|--|-----------|
| Yes ( ) No ( ) N/A ( ) |        |        | One Time ( )        |  |           |
| Funding Source:        |        |        | Recurring ( )       |  |           |
| Fund                   | Agency | Object | N/A ( )             |  |           |

**Original Form** Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| ( ) Auditor          | (281-341-3774) | ( ) Comm. Pct. 1 | (281-342-0587) |
| ( ) Budget Officer   | (281-344-3954) | ( ) Comm. Pct. 2 | (281-403-8009) |
| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**



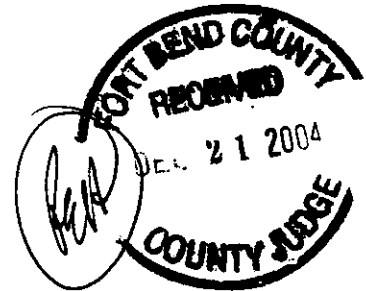
## FORT BEND SUBSIDENCE DISTRICT

P.O. Box 427, Richmond, Texas 77406-0427 (281) 342-3273

---

December 15, 2004

The Honorable Robert Hebert  
Fort Bend County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469



Dear Judge Hebert:

As General Manager of the Fort Bend Subsidence District, it is my responsibility to notify you that the terms of office of James Clark, Harvey Ludwig, Morris Mitchell, and Jon Strange will expire on January 31, 2005. The Fort Bend County Commissioners Court may reappoint Messrs. Clark, Ludwig, Mitchell and Strange for two-year terms. The law imposes certain qualifications on the members to be appointed by the Commissioners Court. All members must be residents of and qualified voters in the District. Two of the members to be appointed must represent industrial interests; those seats are currently held by Mr. Clark and Mr. Strange. One of the members to be appointed must represent agricultural interests and live in an unincorporated area; that seat is currently held by Mr. Ludwig. Finally, one of the members to be appointed must represent business interests; that seat is currently held by Mr. Mitchell.

Your selection of a director is requested to be made by Friday, January 21, 2005. Please send your letter concerning the action taken by the Fort Bend County Commissioners Court on these appointments.

Your interest in and support of the Subsidence District has been of great value to the District, and I look forward to working with you and your staff in 2005. Please contact me if you have any questions concerning the Board appointments.

Sincerely yours,

Ronald J. Neighbors  
General Manager

RJN/ws

January 9, 2001

**item #19 continued - County Judge:**

- C. Consider approving 2001 final payment to the Grand Parkway Association per Joint Development Agreement No. 2 in the amount of \$304,800.00. (Fund: 010 042 7009)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve 2001 final payment to the Grand Parkway Association per Joint Development Agreement No. 2 in the amount of \$304,800.00. (Fund: 010 042 7009)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Adolphus         | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- D. Consider appointing four members to the Fort Bend Subsidence District Board of Directors.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to appoint the following members to the Fort Bend Subsidence District Board of Directors.

Pct. 2 Commissioner Prestage: JAMES CLARK  
Pct. 3 Commissioner Meyers: JON STRANGE

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Adolphus         | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- E. Deliberate and take action on Renewal Agreement between Fort Bend County and A.D. and Ida Schulze Family Limited Partnership, Ltd. for parking lot space rental to the County.**

Moved by Judge Adolphus, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to renew agreement between Fort Bend County and A.D. and Ida Schulze Family Limited Partnership, Ltd. for parking lot space rental to the County at \$1,500.00 per month.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Adolphus         | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**28. COUNTY JUDGE:**

**A. Consider appointing members to the Fort Bend Subsidence District Board of Directors.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to appoint the following members to the Fort Bend Subsidence District Board of Directors.

Harvey Ludwig - appointed by Pct. 1 Commissioner Stavinoha

Morris Mitchell - appointed by Pct. 4 Commissioner Patterson

**B. Consider approving Commissioners Court dates for February 2001.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to set Commissioners Court dates for the month of February, 2001 on February 13, 20 and 27.

No Commissioners Court on February 6, 2001.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Adolphus         | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**C. Consider approving 2001 Renewal Agreement between Fort Bend County and Greater Fort Bend Economic Development Council in the amount of \$200,000.00. (Fund: 010 045 4010)**

Pass.

**D. Consider approving transfer of \$83,828.00 from Contingency into Fees & Services to generate 2001 purchase order for Allison Bass for redistricting services per contract approved by Commissioners Court on April 13, 1999.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve transfer of \$83,828.00 from Contingency into Fees & Services to generate 2001 purchase order for Allison Bass for redistricting services per contract approved by Commissioners Court on April 13, 1999.

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD. - COUNTY JUDGE'S OFFICE

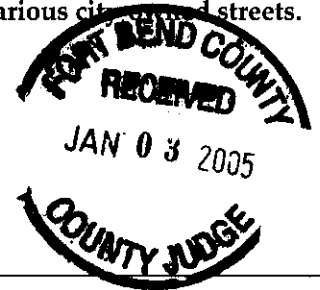
**AGENDA ITEM**

|                             |                               |        |
|-----------------------------|-------------------------------|--------|
| DATE SUBMITTED: 01/03/05    | SUBMITTED BY: County Attorney | AGENDA |
|                             | DEPARTMENT: Pct. 1            | # 8 A  |
| COURT AGENDA DATE: 01/11/05 | PHONE NO.: (281) 341-4556     |        |

**SUMMARY OF ITEM:**

Deliberate and take action on Interlocal Project Agreement between Fort Bend County and City of Needville to provide assistance with mowing, mosquito control, herbicide application and cleaning debris on various city streets.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No (X)  
LIST SUPPORTING DOCUMENTS ATTACHED:



**FINANCIAL SUMMARY:**

| BUDGETED ITEM:  |        |         | ANNUALIZED DOLLARS: | COMMENTS: |
|-----------------|--------|---------|---------------------|-----------|
| Yes ( )         | No ( ) | N/A ( ) | One Time ( )        |           |
| FUNDING SOURCE: |        |         | Recurring ( )       |           |
| Fund            | Agency | Object  | N/A ( )             |           |

Original Form Submitted with back up to County Judge's Office: Yes (X)

**CC with back up:**

|                          |                |                                   |                |
|--------------------------|----------------|-----------------------------------|----------------|
| yes (X) Auditor          | (281-341-3774) | yes (X) Comm. Pct. 1              | (281-342-0587) |
| yes (X) Budget Officer   | (281-344-3954) | yes (X) Comm. Pct. 2              | (281-403-8009) |
| yes (X) County Attorney  | (281-341-4557) | yes (X) Comm. Pct. 3              | (281-242-9060) |
| yes (X) Purchasing Agent | (281-341-8642) | yes (X) Comm. Pct. 4              | (281-980-9077) |
| yes (X) County Clerk     | (281-341-8697) | yes (X) Marc Grant, Road & Bridge |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form. Incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

1-18-05 Original Agreement sent to  
Kiana @ Co. Attorneys Office.

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

### INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the **City of Needville** ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

#### I.

#### BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on January 6, 2004. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its City Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

## II. PURPOSE

The purpose of this Project is to provide assistance with the following services on city-owned streets and along city-owned rights-of-way: mowing, mosquito control, herbicide application and cleaning debris.

## III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2005 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

## IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with the following services on city-owned streets and along city-owned rights-of-way: mowing, mosquito control, herbicide application and cleaning debris, ("Project").

## V. PROJECT LOCATION

The location for the Project is rights-of-way on various city-owned streets, ("Project Site").

VI.  
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 56 equipment hours at \$35.00 per hour, up to 56 man hours of labor at \$15.00 per hour, up to \$3,238.00 in materials and up to \$0.00 in cash to Local Government, for a total expenditure not to exceed **\$6,038.00**.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to provide all material cost of **\$0.00**.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.



Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.  
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

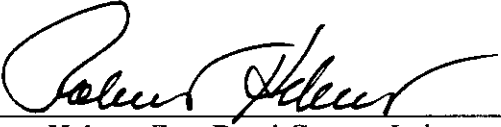
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to City of Needville:

City of Needville  
P.O. Box 527  
Needville, Texas 77461  
Attn: Mayor

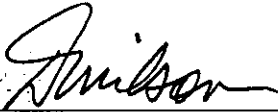
IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

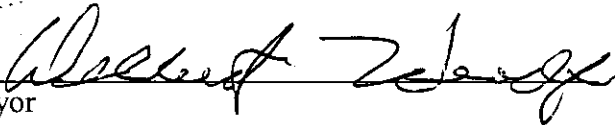
  
Robert Hebert, Fort Bend County Judge

1-11-05  
Date

Attest:

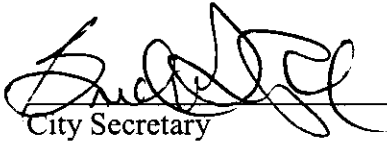
  
Dianne Wilson, Fort Bend County Clerk

CITY OF NEEDVILLE:

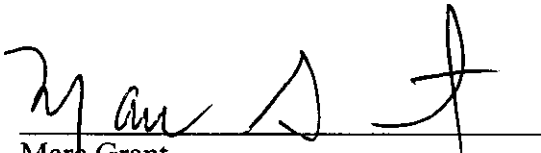
  
Mayor

12-29-04  
Date

Attest:

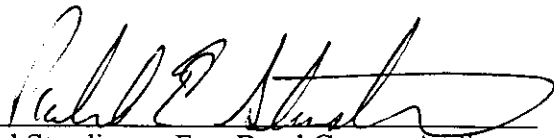
  
City Secretary

REVIEWED:

  
Marc Grant  
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$6,038.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

  
Ed Sturdivant, Fort Bend County Auditor

STATE OF TEXAS

COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE  
THE INTERLOCAL PROJECT AGREEMENT  
BETWEEN FORT BEND COUNTY AND THE CITY OF NEEDVILLE**

On this the 17<sup>th</sup> day of JANUARY, 2005, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers,  
Seconded by Commissioner PATTERSON, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the City of Needville for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

# City of Needville

P.O. Box 527 • NEEDVILLE, TEXAS 77461 • 979/793-4253 • Fax 979/793-6055

RECEIVED

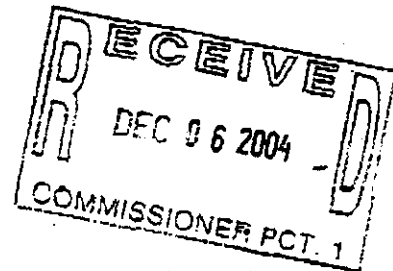
DEC - 7 2004

ROAD & BRIDGE

December 1, 2004

FORT BEND COUNTY PRCT. 1  
Box 762  
Richmond, Texas 77469

*Tom Hunt*



ATTENTION: COMMISSIONER TOM STAVINOHA

Dear Commissioner:

The City of Needville requests the assistance of the county in the use of the following equipment and assistance of for the year 2005.

1. 5 yard dump truck for hot mix and street repair (10 days/year)
2. Wood chipper (5 days/year)
3. Motor grader (5 times/year)
4. Gradall for drainage improvements (10 times/yearly)
5. Dust control for streets (5 times/yearly)
6. Small hot mix lay machine and roller for street repair (3 times/yearly)
7. Survey equipment
8. Maintenance and repairs to the Needville Park-n-Ride lot at the KC Hall and roads at the Harvest Fest Park
9. Mowing within the city limits
10. Sweeping of Main Street
11. Mosquito spraying and herbicide spraying

Thank you for your assistance.

*Delbert Wendt*

Delbert Wendt  
Mayor

848 448

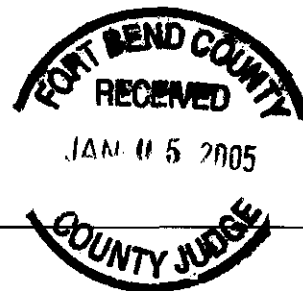
**FORT BEND COUNTY      AGENDA ITEM**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD. - COUNTY JUDGE'S OFFICE

|                             |                               |        |
|-----------------------------|-------------------------------|--------|
| DATE SUBMITTED: 01/05/05    | SUBMITTED BY: County Attorney | AGENDA |
|                             | DEPARTMENT: Pct. 1            | # 8B   |
| COURT AGENDA DATE: 01/11/05 | PHONE NO.: (281) 341-4556     |        |

**SUMMARY OF ITEM:**

Deliberate and take action on Interlocal Project Agreement between Fort Bend County and City of Orchard to provide assistance with street repairs on Arkansas and Wayne Streets, all city-owned streets.

RENEWAL CONTRACT/AGREEMENT:      Yes ( )    No (X)  
LIST SUPPORTING DOCUMENTS ATTACHED:



**FINANCIAL SUMMARY:**

|                              |                            |                  |
|------------------------------|----------------------------|------------------|
| <b>BUDGETED ITEM:</b>        | <b>ANNUALIZED DOLLARS:</b> | <b>COMMENTS:</b> |
| Yes ( )    No ( )    N/A ( ) | One Time      ( )          |                  |
| <b>FUNDING SOURCE:</b>       | Recurring      ( )         |                  |
| Fund      Agency      Object | N/A              ( )       |                  |

Original Form Submitted with back up to County Judge's Office:    Yes (X)

**CC with back up:**

|                          |                |                                   |                |
|--------------------------|----------------|-----------------------------------|----------------|
| yes (X) Auditor          | (281-341-3774) | yes (X) Comm. Pct. 1              | (281-342-0587) |
| yes (X) Budget Officer   | (281-344-3954) | yes (X) Comm. Pct. 2              | (281-403-8009) |
| yes (X) County Attorney  | (281-341-4557) | yes (X) Comm. Pct. 3              | (281-242-9060) |
| yes (X) Purchasing Agent | (281-341-8642) | yes (X) Comm. Pct. 4              | (281-980-9077) |
| yes (X) County Clerk     | (281-341-8697) | yes (X) Marc Grant, Road & Bridge |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form. Incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

1-18-05 Original Agreement sent to  
Kanso @ Co. Attorneys Office.



that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

## II. PURPOSE

The purpose of this Project is to provide assistance with street repairs on city-owned streets.

## III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2005 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

## IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with street repairs on city-owned streets, ("Project").

## V. PROJECT LOCATION

The location for the Project is Arkansas and Wayne Streets, all city-owned streets, ("Project Site").

VI.  
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 27 equipment hours at \$35.00 per hour, up to 27 man hours of labor at \$15.00 per hour, up to \$0.00 in materials and up to \$0.00 in cash to Local Government, for a total expenditure not to exceed **\$1,350.00**.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to contribute all material costs.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the



Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.  
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to City of Orchard:

City of Orchard  
P.O. Box 59  
Orchard, Texas 77464  
Attn: Mayor

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

Robert Hebert  
Robert Hebert, Fort Bend County Judge

1-11-05  
Date

Attest:

Dianne Wilson  
Dianne Wilson, Fort Bend County Clerk

CITY OF ORCHARD:

Eugene L. Demmy  
Mayor

Jan. 3, 2005  
Date

Attest:

Kanda Andel  
City Secretary

REVIEWED:

Marc Grant  
Marc Grant  
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$1,350.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant  
Ed Sturdivant, Fort Bend County Auditor

STATE OF TEXAS

COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE  
THE INTERLOCAL PROJECT AGREEMENT  
BETWEEN FORT BEND COUNTY AND THE CITY OF ORCHARD**

On this the 11<sup>th</sup> day of JANUARY, ~~2004~~ <sup>2005</sup>, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Mayer,  
Seconded by Commissioner PATTERSON, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the City of Orchard for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

NOV-30-2004 05:33 FROM:WANDA ANDEL

9794782723

TO:2812383633

P.1

RECEIVED

NOV 30 2004

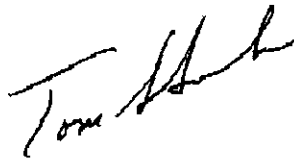
ROAD &amp; BRIDGE

**City of Orchard**RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

November 22, 2004

AS PER ORIGINAL

Fort Bend County  
Commissioner Tom Stavino  
P.O. Box 148  
Richmond, Texas 77406-0148



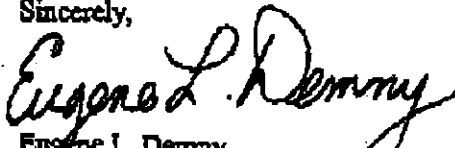
Dear Mr. Stavino:

The City of Orchard is requesting the County to repair potholes on both sections of Arkansas Street. The first section is between Galveston and Houston Street and the other section is between Magnolia and Kibler Street.

We are also in need of material on Wayne Street from South Missouri to the City's Wastewater Treatment Plant.

If you have any questions please call our City Hall at 979-478-6893.

Sincerely,



Eugene L. Demmy  
Mayor

CC: Marc Grant  
Road & Bridge Commissioner

## AGENDA ITEM

**FORT BEND COUNTY  
COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: January 4, 2005

SUBMITTED BY:

Mandi Bronsell

AGENDA

DEPARTMENT:

073-Pet. 3 Commissioner

ITEM #

COURT AGENDA DATE: January 11, 2005

PHONE NO.:

(281) 494-1199

9A

**SUMMARY OF ITEM:**

Take action to reappoint Henry R. "Hank" Wenzler and Gregg Nady for a 2 year term as commissioners of Fort Bend County Emergency Services District #1.

CONTRACT/AGREEMENT: Yes ( ) No (x) N/A

LIST SUPPORTING DOCUMENTS ATTACHED: Letter from Howard L. Katz, attorney for ESD #1

**FINANCIAL SUMMARY:**

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes ( ) No ( ) N/A (x)

One Time ( )

Funding Source:

Recurring ( )

fund \_\_\_\_\_ agcy. \_\_\_\_\_ Object \_\_\_\_\_

N/A ( )

Original Form Submitted with back up to County Judge's Office: Yes (x)

**CC with back up:**

|                          |                |                      |                |
|--------------------------|----------------|----------------------|----------------|
| yes (X) Auditor          | (281-341-3774) | yes (X) Comm. Pct. 1 | (281-342-0587) |
| yes (X) Budget Officer   | (281-344-3954) | yes (X) Comm. Pct. 2 | (281-403-8009) |
| yes (X) County Attorney  | (281-341-4557) | yes ( ) Comm. Pct. 3 | (281-242-9060) |
| yes (X) Purchasing Agent | (281-341-8642) | yes (X) Comm. Pct. 4 | (281-980-9077) |
| yes (X) County Clerk     | (281-341-8697) |                      |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

**COVELER & KATZ, P.C.**

*Attorneys At Law*  
TWO MEMORIAL CITY PLAZA  
820 GESSNER, SUITE 1710  
HOUSTON, TEXAS 77024-8261  
Telephone (713) 984-8222  
Facsimile (713) 984-0670

JAN - 3 2005

December 31, 2004

The Honorable Andy Meyers  
Commissioner, Precinct Three  
1809 Eldridge  
Sugar Land, Texas 77478

Re: Proposed Re-appointment of Commissioners to Fort Bend County  
Emergency Services District No. 1

Dear Commissioner Meyers:

This office is counsel for the Fort Bend County Emergency Services District No. 1.

There are three seats that have term ending dates of December 31, 2004. Those Commissioners are: Henry R. "Hank" Wenzler, Gregg Nady.

The Board of Commissioners has recommended the re-appointment of these commissioners to the Board of Commissioners of Fort Bend County Emergency Services District No. 1. All have graciously accepted re-appointment.

It is requested that these re-appointments be placed on an upcoming agenda for Fort Bend County Commissioners Court.

Thank you for your attention and consideration.

Very truly yours,

**COVELER & KATZ, P.C.**

By:

Howard L. Katz

HLK/lc

OK  
WA Meyers  
1/3/05

## AGENDA ITEM

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: January 4, 2005

SUBMITTED BY:

Mandi Bronsell

AGENDA

DEPARTMENT:

073-Pct. 3 Commissioner

ITEM #

COURT AGENDA DATE: January 11, 2005

PHONE NO.:

(281) 494-1199

98

**SUMMARY OF ITEM:**

Take action to reappoint Charles Boggess, Robert Miller and Bobby Lyons for a 2 year term as commissioners of Fort Bend County Emergency Services District #2.

CONTRACT/AGREEMENT: Yes ( ) No (x) N/A

LIST SUPPORTING DOCUMENTS ATTACHED: Letter from Howard L. Katz, attorney for ESD #2

**FINANCIAL SUMMARY:**

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes ( ) No ( ) N/A (x)

One Time ( )

Funding Source:

Recurring ( )

fund \_\_\_\_\_ agency \_\_\_\_\_ Object \_\_\_\_\_

N/A ( )

Original Form Submitted with back up to County Judge's Office: Yes (x)

CC with back up:

|                          |                |                      |                |
|--------------------------|----------------|----------------------|----------------|
| yes (X) Auditor          | (281-341-3774) | yes (X) Comm. Pct. 1 | (281-342-0587) |
| yes (X) Budget Officer   | (281-344-3954) | yes (X) Comm. Pct. 2 | (281-403-8009) |
| yes (X) County Attorney  | (281-341-4557) | yes ( ) Comm. Pct. 3 | (281-242-9060) |
| yes (X) Purchasing Agent | (281-341-8642) | yes (X) Comm. Pct. 4 | (281-980-9077) |
| yes (X) County Clerk     | (281-341-8697) |                      |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
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3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

**COVELER & KATZ, P.C.**

*Attorneys At Law*  
TWO MEMORIAL CITY PLAZA  
820 GESSNER, SUITE 1710  
HOUSTON, TEXAS 77024-8261  
(713) 984-8222  
FAX 984-0870

JAN - 8 2005

December 31, 2004

Mr. W.A. Andy Meyers  
Commissioner, Precinct Four  
1809 Eldridge Road  
Sugar Land, Texas 77478

Re: Appointment of Commissioners to Emergency Services District No. 2

Dear Mr. Meyers:

This office is counsel for the Fort Bend County Emergency Services District No. 2.

There are three seats that have term ending dates of December 31, 2004. Those Commissioners are: Charles Boggess, Robert Miller, and Bobby Lyons.

The Board of Commissioners has recommended the re-appointment of these commissioners to the Board of Commissioners of Fort Bend County Emergency Services District No. 2. All have graciously accepted re-appointment.

It is requested that these re-appointments be placed on an upcoming agenda for Fort Bend County Commissioners Court.

Thank you for your attention.

Very truly yours,

**COVELER & KATZ, P.C.**

By:

Howard L. Katz

HLK/lc

OK  
WA Meyers  
1/3/05



**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2005**

10A

On this the 11th day of January, 2005, the Commissioners' Court, with the following members being present:

|                  |   |                          |
|------------------|---|--------------------------|
| Robert E. Hebert | - | County Judge             |
| Tom Stavino      | - | Commissioner Precinct #1 |
| Grady Prestage   | - | Commissioner Precinct #2 |
| Andy Meyers      | - | Commissioner Precinct #3 |
| James Patterson  | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 2004, the Court heard and approved the budget for the year 2005 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Juvenile Department #: 018

**TRANSFER TO:**

| LINE-ITEM NAME        | NUMBER                 | AMOUNT              |
|-----------------------|------------------------|---------------------|
| Transfers Out         | 010-045-0450-4000-9200 | \$ 6,499,019        |
|                       |                        |                     |
|                       |                        |                     |
|                       |                        |                     |
| TOTAL TRANSFERRED TO: |                        | <u>\$ 6,499,019</u> |

**TRANSFER FROM:**

|                         |                        |                     |
|-------------------------|------------------------|---------------------|
| Transfers Out           | 010-018-0180-1200-9200 | \$ 6,466,991        |
| Vehicle Maintenance     | 010-018-0180-1200-9400 | 32,028              |
|                         |                        |                     |
| TOTAL TRANSFERRED FROM: |                        | <u>\$ 6,499,019</u> |

EXPLANATION: To transfer the amount budgeted for Juvenile Probation in the 2005 budget from agency 018 to agency 045. There is no longer a 018 budget in the General Fund.

Department Head: RE

Date: January 5, 2005

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY: Robert E. Hebert

Robert E. Hebert, County Judge

# IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2005

10B

On this the 11th day of January, 2005, the Commissioners' Court, with the following members being present:

|                  |   |                          |
|------------------|---|--------------------------|
| Robert E. Hebert | - | County Judge             |
| Tom Stavino      | - | Commissioner Precinct #1 |
| Grady Prestage   | - | Commissioner Precinct #2 |
| Andy Meyers      | - | Commissioner Precinct #3 |
| James Patterson  | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 2004, the Court heard and approved the budget for the year 2005 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Non-Departmental Department #: 190-045-4509

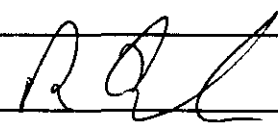
## TRANSFER TO:

| LINE-ITEM NAME                 | NUMBER                   | AMOUNT           |
|--------------------------------|--------------------------|------------------|
| <u>Books &amp; Periodicals</u> | <u>190-045-4509-3050</u> | <u>\$ 92,092</u> |
| <u> </u>                       | <u> </u>                 | <u> </u>         |
| <u> </u>                       | <u> </u>                 | <u> </u>         |
| <u> </u>                       | <u> </u>                 | <u> </u>         |
| TOTAL TRANSFERRED TO:          |                          | <u>\$ 92,092</u> |

## TRANSFER FROM:

|                                |                     |                  |
|--------------------------------|---------------------|------------------|
| <u>Fund Balance - Fund 190</u> | <u> </u>            | <u>\$ 90,692</u> |
| <u>Interest Income</u>         | <u>190-999-001E</u> | <u>1,400</u>     |
| <u> </u>                       | <u> </u>            | <u> </u>         |
| TOTAL TRANSFERRED FROM:        |                     | <u>\$ 92,092</u> |

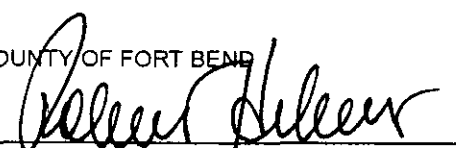
EXPLANATION: To amend the budget pursuant to LGC 111.0706 to establish a budget in Fund 190 for fiscal year 2005.

Department Head: 

Date: January 5, 2005

THE COUNTY OF FORT BEND

**USE WHOLE DOLLARS ONLY**

BY: 

Robert E. Hebert, County Judge

**FORT BEND COUNTY** **AGENDA ITEM**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/4/05

SUBMITTED BY: Ann Werlein  
DEPARTMENT: County Judge  
PHONE NO.:

AGENDA  
# 11A

COURT AGENDA DATE: 1/11/05

SUMMARY OF ITEM: Approve Pay Application # 6 in the amount of \$54,057.81 to Bass Construction Company for progress on the Head Start Building at the 5<sup>th</sup> Street Community Center. (Fund: 202-045-2038-7015)

**FINANCIAL SUMMARY:**

| BUDGETED ITEM:  |        |         | ANNUALIZED DOLLARS: |     | COMMENTS: |
|-----------------|--------|---------|---------------------|-----|-----------|
| Yes (✓)         | No ( ) | N/A ( ) | One Time            | ( ) |           |
| Funding Source: |        |         | Recurring           | (✓) |           |
| Fund            | Agency | Object  | N/A                 | ( ) |           |

Original Form Submitted with back up to County Judge's Office: Yes ( )

**CC with back up:**

|                          |                |                      |                |
|--------------------------|----------------|----------------------|----------------|
| yes (✓) Auditor          | (281-341-3774) | yes (✓) Comm. Pct. 1 | (281-342-0587) |
| yes (✓) Budget Officer   | (281-344-3954) | yes (✓) Comm. Pct. 2 | (281-403-8009) |
| yes (✓) County Attorney  | (281-341-4557) | yes (✓) Comm. Pct. 3 | (281-242-9060) |
| yes (✓) Purchasing Agent | (281-341-8642) | yes (✓) Comm. Pct. 4 | (281-980-9077) |
| yes (✓) County Clerk     | (281-341-8697) |                      |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

**FORT BEND COUNTY, TEXAS  
PURCHASE ORDER**

X

P.O. NUMBER: PC 00100001745

SPECIAL INSTRUCTIONS:

*PARTIAL*

PAGE #: 01  
P.O. DATE: 04 20 2004

DELIVER BY: 03 05 2005

BUYER: 01 DEBBIE KAMINSKI CONFIRMING: NO FOB: D  
VENDOR: 741444527 -  
BASS CONSTRUCTION COMPANY INC  
1124 DAMON ST

SHIP TO: COUNTY JUDGE  
309 S 4TH STREET, SUITE 719  
RICHMOND TX 77469

ROSENBERG TX 77471  
BOB BASS

BILL TO: COUNTY JUDGE  
301 JACKSON  
RICHMOND TX 77469

**\*\*NOTE\*\* THIS ORDER WAS MODIFIED ON 12/21/2004**

|                                                    | DESCRIPTION | QUANTITY   | UNIT COST      | EXTENDED COST |
|----------------------------------------------------|-------------|------------|----------------|---------------|
| 001 224                                            |             | 1.000 EA @ | 887,053.440000 | 887,053.44    |
| 202 045 2038 2000 7015 01                          |             |            |                |               |
| CONSTRUCTION OF HEAD START BUILDING PER BID 04-047 |             |            |                |               |
| 180 COMPLETION (OCTOBER 2004)                      |             |            |                |               |

APPROVED COMMISSIONERS COURT 4/13/04

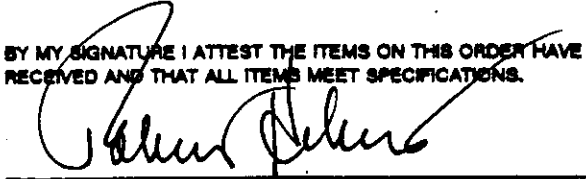
BASE BID \$789,900.00  
ALTERNATE: \$65,000.00

CHANGE ORDER #1 APPROVED CC 8/31/04 = \$(1,038.66)  
CHANGE ORDER #2 APPROVED CC 8/31/04 = \$17,305.75  
CHANGE ORDER #3 APPROVED CC 9/28/04 = \$7,086.77  
CHANGE ORDER #4 APPROVED CC 11/23/04 = \$2,770.02  
CHANGE ORDER #5 APPROVED CC 12/14/04 = \$3,617.91

PAGE TOTAL : 887,053.44

*Pay application #6 \$54,057.81*

BY MY SIGNATURE I ATTEST THE ITEMS ON THIS ORDER HAVE BEEN RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS.

  
AUTHORIZED SIGNATURE/DATE

*1-11-05*

RECEIVING REPORT

## Application and Certificate for Payment

**TO OWNER:** Fort Bend County  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**PROJECT:** FBC 5th St. Head Start Fac.  
3110 Fifth St.  
Stafford, Texas

**APPLICATION NO:** 04-00800006  
**PERIOD TO:** 12/28/2004

**Distribution to:** ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐

**FROM CONTRACTOR:** Bass Construction Co., Inc.  
1124 Damon St.  
Rosenberg, TX 77471

**VIA ARCHITECT:** PTI, Inc.  
2925 Briarpark  
Suite 950  
Houston, TX 77042

**CONTRACT FOR:** CONTRACT DATE: 4/20/2004  
PROJECT NOS: 04-008 /

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ 854,900.00
2. Net change by Change Orders ..... \$ 32,153.44
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 887,053.44
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 701,684.25
5. RETAINAGE:
  - a. 10.0% of Completed Work (Column D + E on G703) ..... \$ 70,168.42
  - b. % of Stored Material (Column F on G703) ..... \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 70,168.42

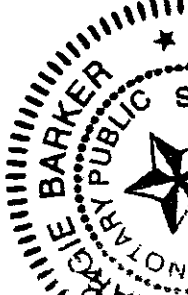
6. TOTAL EARNED LESS RETAINAGE ..... \$ 631,515.83  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 577,458.02  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 54,057.81

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 255,537.61  
(Line 3 less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS           | DEDUCTIONS          |
|----------------------------------------------------|---------------------|---------------------|
| Total changes approved in previous months by Owner | \$ 33,148.88        | \$ -7,025.00        |
| Total approved this Month                          | \$ 6,029.56         | \$                  |
| <b>TOTALS</b>                                      | <b>\$ 39,178.44</b> | <b>\$ -7,025.00</b> |
| <b>NET CHANGES by Change Order</b>                 | <b>\$ 32,153.44</b> |                     |



Notary Public: Margie Barber  
My Commission expires: 12/28/04

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site inspections and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated. The quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 54,057.81  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]  
By: [Signature] Date: 12-30-04

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

## Continuation Sheet

4 7

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 04-00800006

APPLICATION DATE: 12/28/2004

PERIOD TO: 12/28/2004

ARCHITECT'S PROJECT NO: 04-008

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |  | E<br>THIS PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------|-------------------------|-----------------------------------------|--|------------------|-------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
|                  |                          |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) |  |                  |                                                             |                                                             |                                         |                                         |
| 01-000           | GENERAL CONDITIONS       |                         |                                         |  |                  |                                                             |                                                             |                                         |                                         |
| 01-050           | Bond/Insurance           | 19,549.00               | 19,549.00                               |  |                  |                                                             | 19,549.00                                                   |                                         | 1,954.90                                |
| 01-200           | Rentals/Temporaries      | 1,950.00                | 1,365.00                                |  | 155.00           |                                                             | 1,520.00                                                    | 430.00                                  | 152.00                                  |
| 01-250           | Housekeeping             | 3,240.00                | 2,288.00                                |  |                  |                                                             | 2,288.00                                                    | 972.00                                  | 226.80                                  |
| 01-300           | Superintendent           | 20,000.00               | 12,875.00                               |  | 2,750.00         |                                                             | 15,625.00                                                   | 4,375.00                                | 1,562.50                                |
| 01-350           | Project Closeout         | 1,240.00                |                                         |  |                  |                                                             |                                                             | 1,240.00                                |                                         |
| 01-400           | Layout/Erosion Control   | 3,010.00                | 3,010.00                                |  |                  |                                                             | 3,010.00                                                    |                                         | 301.00                                  |
| 01-500           | Balance of Div. I        | 86,243.00               | 53,188.00                               |  | 5,460.00         |                                                             | 58,648.00                                                   | 27,595.00                               | 5,864.80                                |
| 02-000           | SITE WORK                |                         |                                         |  |                  |                                                             |                                                             |                                         |                                         |
| 02-150           | Earth Work               | 35,500.00               | 33,725.00                               |  | 1,000.00         |                                                             | 34,725.00                                                   | 775.00                                  | 3,472.50                                |
| 02-200           | Chain Link Fence         | 3,063.00                |                                         |  |                  |                                                             |                                                             | 3,063.00                                |                                         |
| 02-250           | Site Utilities           | 80,085.00               | 80,085.00                               |  |                  |                                                             | 80,085.00                                                   |                                         | 8,008.50                                |
| 02-350           | Curbs & Gutters          | 2,450.00                | 2,450.00                                |  |                  |                                                             | 2,450.00                                                    |                                         | 245.00                                  |
| 02-400           | Sidewalks                | 3,370.00                | 3,370.00                                |  |                  |                                                             | 3,370.00                                                    |                                         | 337.00                                  |
| 02-450           | Concrete Paving          | 52,500.00               | 52,500.00                               |  |                  |                                                             | 52,500.00                                                   |                                         | 5,250.00                                |
| 02-550           | HC Signs & Striping      | 1,144.00                |                                         |  |                  |                                                             |                                                             | 1,144.00                                |                                         |
| 03-000           | CONCRETE                 |                         |                                         |  |                  |                                                             |                                                             |                                         |                                         |
| 03-200           | Foundation - M&L         | 38,500.00               | 38,500.00                               |  |                  |                                                             | 38,500.00                                                   |                                         | 3,850.00                                |
| 04-000           | MASONRY                  |                         |                                         |  |                  |                                                             |                                                             |                                         |                                         |
| 04-050           | Masonry M&L              | 15,450.00               | 8,000.00                                |  |                  |                                                             | 8,000.00                                                    | 7,450.00                                | 800.00                                  |
| 05-000           | METALS                   |                         |                                         |  |                  |                                                             |                                                             |                                         |                                         |
| 05-050           | Structural Steel         | 1,286.00                | 1,286.00                                |  |                  |                                                             | 1,286.00                                                    |                                         | 128.60                                  |
| 06-000           | WOODS/PLASTICS           |                         |                                         |  |                  |                                                             |                                                             |                                         |                                         |
| 06-050           | Rough Materials & Labor  | 6,883.00                | 6,883.00                                |  |                  |                                                             | 6,883.00                                                    |                                         | 688.30                                  |
| 06-150           | Casework                 | 14,028.00               |                                         |  |                  |                                                             |                                                             | 14,028.00                               |                                         |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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## Continuation Sheet

5 7

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

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

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

APPLICATION NO:

04-00800006

APPLICATION DATE:

12/28/2004

PERIOD TO:

12/28/2004

ARCHITECT'S PROJECT NO: 04-008

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK    | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G                                                      |              | H<br>BALANCE<br>TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|-----------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|--------------------------------------------------------|--------------|-----------------------------------------|-----------------------------------------|
|                  |                             |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                         |                                         |
| 07-000           | <b>WATERPROOFING</b>        |                         |                                         |             |                                                             |                                                        |              |                                         |                                         |
| 07-050           | Insulation - Wall & Roof    | 2,335.00                | 2,335.00                                |             |                                                             | 2,335.00                                               | 100.00       |                                         | 233.50                                  |
| 07-100           | Roofing/Caulk/Seal          | 2,100.00                | 315.00                                  |             |                                                             | 315.00                                                 | 15.00        | 1,785.00                                | 31.50                                   |
| 08-000           | <b>DOORS &amp; WINDOWS</b>  |                         |                                         |             |                                                             |                                                        |              |                                         |                                         |
| 08-050           | HM Doors & Frames           | 10,100.00               | 10,100.00                               |             |                                                             | 10,100.00                                              | 100.00       |                                         | 1,010.00                                |
| 08-100           | Wood Frames/Doors           | 6,600.00                |                                         |             |                                                             |                                                        |              | 6,600.00                                |                                         |
| 08-125           | Hardware                    | 10,100.00               |                                         |             |                                                             |                                                        |              | 10,100.00                               |                                         |
| 08-200           | Glass & Glazing             | 2,600.00                | 1,450.00                                | 550.00      |                                                             | 2,000.00                                               | 76.92        | 600.00                                  | 200.00                                  |
| 09-000           | <b>FINISHES</b>             |                         |                                         |             |                                                             |                                                        |              |                                         |                                         |
| 09-050           | Sheetrock & Insulation      | 67,224.00               | 57,170.00                               | 8,500.00    |                                                             | 65,670.00                                              | 97.69        | 1,554.00                                | 6,567.00                                |
| 09-100           | Acoustical Ceilings         | 9,802.00                |                                         | 500.00      |                                                             | 500.00                                                 | 5.10         | 9,302.00                                | 50.00                                   |
| 09-150           | Plaster                     | 18,126.00               | 16,274.00                               |             |                                                             | 16,274.00                                              | 89.78        | 1,852.00                                | 1,627.40                                |
| 09-200           | Flooring                    | 8,987.00                |                                         |             |                                                             |                                                        |              | 8,987.00                                |                                         |
| 09-250           | Painting                    | 6,725.00                |                                         | 850.00      |                                                             | 850.00                                                 | 12.64        | 5,875.00                                | 85.00                                   |
| 09-300           | Ceramic Tile                | 17,983.00               |                                         | 3,450.00    |                                                             | 3,450.00                                               | 19.18        | 14,533.00                               | 345.00                                  |
| 10-000           | <b>SPECIALTIES</b>          |                         |                                         |             |                                                             |                                                        |              |                                         |                                         |
| 10-050           | Louvers & Vents             | 706.00                  | 706.00                                  |             |                                                             | 706.00                                                 | 100.00       |                                         | 70.80                                   |
| 10-100           | Interior Signage            | 750.00                  |                                         |             |                                                             |                                                        |              | 750.00                                  |                                         |
| 10-200           | Toilet Partins & Accessr    | 4,026.00                |                                         |             |                                                             |                                                        |              | 4,026.00                                |                                         |
| 11-000           | <b>EQUIPMENT</b>            |                         |                                         |             |                                                             |                                                        |              |                                         |                                         |
| 11-050           | Kitchen Equipment           | 18,342.00               |                                         |             |                                                             |                                                        |              | 18,342.00                               |                                         |
| 13-000           | <b>SPECIAL CONSTRUCTION</b> |                         |                                         |             |                                                             |                                                        |              |                                         |                                         |
| 13-050           | Building Materials          | 47,121.00               | 47,121.00                               |             |                                                             | 47,121.00                                              | 100.00       |                                         | 4,712.10                                |
| 13-100           | Building Erection           | 14,673.00               | 13,939.00                               |             |                                                             | 13,939.00                                              | 95.00        | 734.00                                  | 1,393.90                                |
| 13-150           | Awnings M&L                 | 2,000.00                |                                         |             |                                                             |                                                        |              | 2,000.00                                |                                         |

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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## Continuation Sheet

6 7

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

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

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

APPLICATION NO: 04-00800006

APPLICATION DATE: 12/28/2004

PERIOD TO: 12/28/2004

ARCHITECT'S PROJECT NO: 04-008

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK       | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |  | E<br>THIS PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G                                                      |              | H<br>BALANCE<br>TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------------|-------------------------|-----------------------------------------|--|------------------|-------------------------------------------------------------|--------------------------------------------------------|--------------|-----------------------------------------|-----------------------------------------|
|                  |                                |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) |  |                  |                                                             | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                         |                                         |
| 15-000           | MECHANICAL                     |                         |                                         |  |                  |                                                             |                                                        |              |                                         |                                         |
| 15-050           | Plumbing M&L                   | 75,069.00               | 49,970.50                               |  | 5,594.86         |                                                             | 55,565.36                                              | 74.02        | 19,503.64                               | 5,558.54                                |
| 15-100           | HVAC M&L                       | 57,457.00               | 43,764.00                               |  | 11,093.00        |                                                             | 54,857.00                                              | 95.47        | 2,800.00                                | 5,485.70                                |
| 15-150           | Sprinkler System M&L           | 15,800.00               | 14,310.00                               |  |                  |                                                             | 14,310.00                                              | 90.57        | 1,490.00                                | 1,431.00                                |
| 15-200           | Test & Balance                 | 3,840.00                |                                         |  |                  |                                                             |                                                        |              | 3,840.00                                |                                         |
| 16-000           | ELECTRICAL                     |                         |                                         |  |                  |                                                             |                                                        |              |                                         |                                         |
| 16-050           | Electrical M&L                 | 62,943.00               | 38,365.00                               |  | 15,800.00        |                                                             | 54,165.00                                              | 86.05        | 8,778.00                                | 5,416.50                                |
| 17-000           | CHANGES                        |                         |                                         |  |                  |                                                             |                                                        |              |                                         |                                         |
| 17-100           | Walk Gate to Fence @ Playgmd   | 324.16                  |                                         |  |                  |                                                             |                                                        |              | 324.16                                  |                                         |
| 17-200           | Data/Telephone                 | 2,547.87                | 1,274.00                                |  |                  |                                                             | 1,274.00                                               | 50.00        | 1,273.87                                | 127.40                                  |
| 17-300           | Del. Supply Difusser-Rm. 119   | -125.00                 |                                         |  |                  |                                                             |                                                        |              | -125.00                                 |                                         |
| 17-400           | Del. Volume Term. Contrl. Sys. | -6,900.00               |                                         |  |                  |                                                             |                                                        |              | -6,900.00                               |                                         |
| 17-500           | Thermostats/Smoke Sens.        | 2,178.33                |                                         |  |                  |                                                             |                                                        |              | 2,178.33                                |                                         |
| 17-600           | Add Exhaust Fan                | 935.98                  |                                         |  |                  |                                                             |                                                        |              | 935.98                                  |                                         |
| 17-700           | Site Utilities Changes         | 8,700.24                | 8,700.24                                |  |                  |                                                             | 8,700.24                                               | 100.00       |                                         | 870.02                                  |
| 17-800           | Chge. Entry Door No. 101       | 7,105.51                | 7,105.51                                |  |                  |                                                             | 7,105.51                                               | 100.00       |                                         | 710.55                                  |
| 17-900           | Testing Lab. Svcs.             | 1,500.00                | 1,500.00                                |  |                  |                                                             | 1,500.00                                               | 100.00       |                                         | 150.00                                  |
| 18-000           | Sanitary Sewer Changes         | 7,086.77                | 7,086.77                                |  |                  |                                                             | 7,086.77                                               | 100.00       |                                         | 708.68                                  |
| 18-100           | Chime Intercom @ Front Door    | 1,690.02                |                                         |  | 200.00           |                                                             | 200.00                                                 | 11.83        | 1,490.02                                | 20.00                                   |
| 18-200           | Additional Sidewalk            | 1,080.00                | 1,080.00                                |  |                  |                                                             | 1,080.00                                               | 100.00       |                                         | 108.00                                  |
| 18-300           | Change Fire Line Valve         | 1,364.62                |                                         |  | 1,364.62         |                                                             | 1,364.62                                               | 100.00       |                                         | 136.46                                  |
| 18-400           | Change Faucets & Sinks         | 603.98                  |                                         |  |                  |                                                             |                                                        |              | 603.98                                  | 38.51                                   |
| 18-500           | Change Door Frames             | 385.10                  |                                         |  | 385.10           |                                                             | 385.10                                                 | 100.00       |                                         |                                         |
| 18-600           | Add Toilet Partitions & Access | 1,264.21                |                                         |  |                  |                                                             |                                                        |              | 1,264.21                                |                                         |
| 18-700           | Provisions for Washing Mach.   | 1,341.93                |                                         |  | 1,341.93         |                                                             | 1,341.93                                               | 100.00       |                                         | 134.19                                  |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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| A        | B                            | C               | D                                 | E           |                                            | F                                          | G         |                           | H                            | I |
|----------|------------------------------|-----------------|-----------------------------------|-------------|--------------------------------------------|--------------------------------------------|-----------|---------------------------|------------------------------|---|
| ITEM NO. | DESCRIPTION OF WORK          | SCHEDULED VALUE | WORK COMPLETED                    |             | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |   |
|          |                              |                 | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD |                                            |                                            |           |                           |                              |   |
| 18-800   | Provisions for Clothes Dryer | 1,069.72        |                                   | 1,069.72    |                                            | 1,069.72                                   | 100.00    |                           | 106.97                       |   |
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AGENDA ITEM

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/4/05

SUBMITTED BY:

AGENDA

COURT AGENDA DATE: 1/11/05

DEPARTMENT: Project Manager  
PHONE NO.:

# 118

**SUMMARY OF ITEM:** Approve Final Pay Application # 12 in the amount of \$8,538.40 to Evans Construction for completion on the Fairgrounds Restroom/Concession Project. (Fund: 001-090-M02D-7015)

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:**

**ANNUALIZED DOLLARS:**

**COMMENTS:**

Yes (✓) No () N/A ()

One Time ()

**Funding Source:**

Recurring (✓)

Fund Agency Object

N/A ()

**Original Form Submitted with back up to County Judge's Office: Yes ( )**

**CC with back up:**

|                          |                |                      |                |
|--------------------------|----------------|----------------------|----------------|
| yes (✓) Auditor          | (281-341-3774) | yes (✓) Comm. Pct. 1 | (281-342-0587) |
| yes (✓) Budget Officer   | (281-344-3954) | yes (✓) Comm. Pct. 2 | (281-403-8009) |
| yes (✓) County Attorney  | (281-341-4557) | yes (✓) Comm. Pct. 3 | (281-242-9060) |
| yes (✓) Purchasing Agent | (281-341-8642) | yes (✓) Comm. Pct. 4 | (281-980-9077) |
| yes (✓) County Clerk     | (281-341-8697) |                      |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

# FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O. NUMBER: PC 00100001515

AS PER ORIGINAL

SPECIAL INSTRUCTIONS:

FINAL

PAGE #: 01  
P.O. DATE: 06 13 2003

DELIVER BY: 09 03 2003

BUYER: CONFIRMING: FOB:  
01 DEBBIE KAMINSKI NO D

VENDOR: 760461777 - SHIP TO:

EVANS CONSTRUCTION COMPANY  
P O BOX 1857FAIRGROUNDS  
4310 HIGHWAY 36  
ROSENBERG TX 77471SUGAR LAND TX 77478  
ROSS A. EVANSBILL TO: COUNTY JUDGE  
301 JACKSON  
RICHMOND TX 77469

\*\*NOTE\*\* THIS ORDER WAS MODIFIED ON 06/23/2004

|                                                                | DESCRIPTION | QUANTITY   | UNIT COST      | EXTENDED COST |
|----------------------------------------------------------------|-------------|------------|----------------|---------------|
| 001 242                                                        |             | 1.000 EA @ | 249,322.000000 | 249,322.00    |
| 010 090 M02D 2000 7015 01                                      |             |            |                |               |
| S OF Q 03-038 DESIGN/BUILD FAIRGROUNDS RESTROOM AND            |             |            |                |               |
| CONCESSION STAND RENOVATIONS TO BE COMPLETED IN 80 DAYS WITH A |             |            |                |               |
| COMPLETION DATE OF SEPTEMBER 3, 2003                           |             |            |                |               |

ADDENDUM TAKING OUT ALTERNATE NO 1 APPROVED COMMISSIONERS COURT  
6/24/03 AND 7/1 03 IN THE AMOUNT OF \$2950.00

|                                                |  |            |                |            |
|------------------------------------------------|--|------------|----------------|------------|
| 002 242                                        |  | 1.000 EA @ | 106,730.000000 | 106,730.00 |
| 010 090 M02D 2000 7015 02                      |  |            |                |            |
| PHASE II CONCESSION REPAIRS PER S OF Q #03-038 |  |            |                |            |
| APPROVED IN CC 9/23/03                         |  |            |                |            |

|                                                    |  |            |               |           |
|----------------------------------------------------|--|------------|---------------|-----------|
| 003 224                                            |  | 1.000 EA @ | 82,197.000000 | 82,197.00 |
| 010 090 M02D 2000 7015 01                          |  |            |               |           |
| AMENDMENT FOR ADDITIONAL WORK APPROVED CC 11/18/03 |  |            |               |           |

|                                                            |  |            |               |           |
|------------------------------------------------------------|--|------------|---------------|-----------|
| 004 224                                                    |  | 1.000 EA @ | 16,793.000000 | 16,793.00 |
| 010 090 M02D 2000 7015 01                                  |  |            |               |           |
| AMENDMENT TO INCLUDE WALKWAY COVERS & PAINTING OF RESTROOM |  |            |               |           |
| FLOOR IN BLDG "C"                                          |  |            |               |           |

APPROVED IN CC 3/16/04

|                                                      |  |            |               |           |
|------------------------------------------------------|--|------------|---------------|-----------|
| 005 224                                              |  | 1.000 EA @ | 33,833.000000 | 33,833.00 |
| 010 090 M02D 2000 7015 01                            |  |            |               |           |
| AMENDMENT FOR ADDITIONAL WORK ON BUILDING B, C AND D |  |            |               |           |

BY MY SIGNATURE I ATTEST THE ITEMS ON THIS ORDER HAVE BEEN  
RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS  
AUTHORIZED SIGNATURE/DATE 1-11-05

SIGNATURE OF PURCHASING AGENT

RECEIVING REPORT

# FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O. NUMBER: FC 00100001515

SPECIAL INSTRUCTIONS:

AS PER ORIGINAL

PAGE #: 02  
P.O. DATE: 06 13 2003

DELIVER BY: 09 03 2003

BUYER: 01 DEBBIE KAMINSKI CONFIRMING: NO FOB: D

VENDOR: 760461777 -  
EVANS CONSTRUCTION COMPANY  
P O BOX 1857

SHIP TO: FAIRGROUNDS  
4310 HIGHWAY 36  
ROSENBERG TX 77471

SUGAR LAND TX 77478  
ROSS A. EVANS

BILL TO: COUNTY JUDGE  
301 JACKSON  
RICHMOND TX 77469

\*\*NOTE\*\* THIS ORDER WAS MODIFIED ON 06/23/2004

| DESCRIPTION                          | QUANTITY | UNIT COST | EXTENDED COST |
|--------------------------------------|----------|-----------|---------------|
| APPROVED COMMISSIONERS COURT 6/22/04 |          |           |               |

PAGE TOTAL : 0.00  
GRAND TOTAL : 488,875.00

BY MY SIGNATURE I ATTEST THE ITEMS ON THIS ORDER HAVE BEEN  
RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS.

AUTHORIZED SIGNATURE/DATE

RECEIVING REPORT

# APPLICATION FOR PAYMENT

Page 1

TO OWNER: County Judge  
301 Jackson  
Richmond, Texas 77468

PROJECT: K310-03  
Fort Bend County Fairgrounds Restroom/Conc PERIOD TO: 12 Final  
4310 Highway 38 12/20/2004  
Rosenburg, Texas 77471 PROJECT #s: OWNER  
ARCHITECT: Ron Stewart & Associates CONTRACT DATE: 08/13/2003 CONTRACTOR  
4800 Sugar Grove Blvd., Suite 101  
Stafford, Texas 77477-2627

FROM CONTRACTOR: Evans Construction  
P.O. Box 1857  
Sugar Land, TX 77487

CONTRACT FOR: Bid #03-038/P. O. #00100001515

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.  
Continuation Page is attached.

|                                                                       |              |
|-----------------------------------------------------------------------|--------------|
| 1. ORIGINAL CONTRACT AMOUNT                                           | \$249,322.00 |
| 2. NET CHANGE BY CHANGE ORDERS                                        | \$239,553.00 |
| 3. CONTRACT AMOUNT TO DATE (Line 1 +/- 2)                             | \$488,875.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Page) | \$488,875.00 |

### 5. RETAINAGE:

- a. 0.00% of Completed Work (Columns D + E on Continuation Page) \$0.00
- b. 0.00% of Stored Material (Column F on Continuation Page) \$0.00
- Total Retainage (Line 5a + 5b or Column I on Continuation Page) \$0.00

### 6. TOTAL EARNED LESS RETAINAGE

(Line 4 minus Line 5 Total)

\$488,875.00

### 7. LESS PREVIOUS APPLICATIONS FOR PAYMENT

(Line 6 from prior Application)

\$480,336.80

### 8. CURRENT PAYMENT DUE

\$8,538.40

### 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

\$0.00

| CHANGE ORDER SUMMARY                      | ADDITIONS    | DEDUCTIONS |
|-------------------------------------------|--------------|------------|
| Total changes approved in previous months | \$239,553.00 | \$0.00     |
| Total approved this month                 | \$0.00       | \$0.00     |
| TOTALS                                    | \$239,553.00 | \$0.00     |
| NET CHANGES by Change Order               | \$239,553.00 |            |

APPLICATION FOR PAYMENT

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Evans Construction

By: 

Date: 12-30-04

State of: Texas

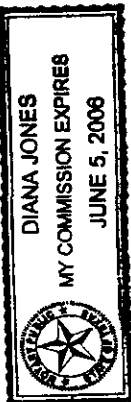
County of:

Subscribed and sworn to before

me this 20th day of December, 2004

Notary Public: Diana Jones

My Commission Expires:



## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

### AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Page that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

# CONTINUATION PAGE

Page 2 of 2

## APPLICATION FOR PAYMENT

containing Contractor's signed Certification is attached.

Use Column I when variable retainage for line items may apply.

PROJECT:

K310-03

Fort Bend County Fairgrounds Restroom/

APPLICATION NO.:

12 Final

APPLICATION DATE:

12/20/2004

PERIOD TO:

12/20/2004

PROJECT #s:

| A<br>ITEM # | B<br>WORK DESCRIPTION        | C<br>SCHEDULED VALUE | D<br>COMPLETED WORK               |  | E<br>THIS PERIOD | F<br>STORED MATERIALS (NOT IN D OR E) | G                                      |           | H<br>BALANCE TO COMPLETION (C-G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|-------------|------------------------------|----------------------|-----------------------------------|--|------------------|---------------------------------------|----------------------------------------|-----------|----------------------------------|-----------------------------------|
|             |                              |                      | FROM PREVIOUS APPLICATION (D + E) |  |                  |                                       | TOTAL COMPLETED AND STORED (D + E + F) | % (G / C) |                                  |                                   |
| 1           | Bathrooms                    | \$87,519.00          | \$87,519.00                       |  | \$0.00           | \$0.00                                | \$87,519.00                            | 100%      | \$0.00                           |                                   |
| 2           | Building B                   | \$69,488.00          | \$69,488.00                       |  | \$0.00           | \$0.00                                | \$69,488.00                            | 100%      | \$0.00                           |                                   |
| 3           | Building D                   | \$45,328.00          | \$45,328.00                       |  | \$0.00           | \$0.00                                | \$45,328.00                            | 100%      | \$0.00                           |                                   |
| 4           | HVAC                         | \$44,039.00          | \$44,039.00                       |  | \$0.00           | \$0.00                                | \$44,039.00                            | 100%      | \$0.00                           |                                   |
| 5           | Alt. 1 HVAC                  | \$2,950.00           | \$2,950.00                        |  | \$0.00           | \$0.00                                | \$2,950.00                             | 100%      | \$0.00                           |                                   |
| 6           | Change Order #1              | \$10,500.00          | \$10,500.00                       |  | \$0.00           | \$0.00                                | \$10,500.00                            | 100%      | \$0.00                           |                                   |
| 7           | Phase II Concession Repairs  | \$86,230.00          | \$86,230.00                       |  | \$0.00           | \$0.00                                | \$86,230.00                            | 100%      | \$0.00                           |                                   |
| 8           | Phase III Concession Repairs | \$82,197.00          | \$82,197.00                       |  | \$0.00           | \$0.00                                | \$82,197.00                            | 100%      | \$0.00                           |                                   |
| 9           | Walkway Covers/Painting      | \$16,793.00          | \$16,793.00                       |  | \$0.00           | \$0.00                                | \$16,793.00                            | 100%      | \$0.00                           |                                   |
| 10          | Add. Work for B, C, and D    | \$33,833.00          | \$33,833.00                       |  | \$0.00           | \$0.00                                | \$33,833.00                            | 100%      | \$0.00                           |                                   |
|             | TOTALS                       | \$488,875.00         | \$488,875.00                      |  | \$0.00           | \$0.00                                | \$488,875.00                           | 100%      | \$0.00                           |                                   |

CONTINUATION PAGE FOR APPLICATION FOR PAYMENT

**RELEASE**

Evans Construction  
P. O. Box 1957  
Sugar Land, Texas 77487

TO: Fort Bend County  
County Judge  
301 Jackson  
Richmond, Texas 77469

Re: Renovation for the Fort Bend County Fairgrounds/Purchase Order # PC00100001515

The undersigned hereby certifies that he has paid in full and satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness, claims, and/or damages arising in any manner in connection with the performance of the contract referenced above for which the Owner or his property might in any way be held responsible. The undersigned hereby warrants the premises of the above named project: and undersigned hereby waives any and all claims of whatsoever kind or nature against the Owner and against the building, improvement, or project, and the land on which the project is located for any labor, materials, or supplies furnished, or services rendered in connection with the above mentioned improvement or project.

Evans Construction guarantees the work on the above referenced project from one year of the date of substantial completion.

The Date of Substantial Completion for Phase I is October 7, 2003.

The Date of Substantial Completion for Phase II is December 9, 2003.

The Date of Substantial Completion for Phase III is March 22, 2004.

The Date of Substantial Completion for Phase IV is September 9, 2004.

One receipt of payment in full received by the contractor this release becomes in full force and effect. This release is given in order to induce payment of the amount of Eight Thousand Five Hundred Thirty Eight Dollars and 40/100 and on receipt of the said payment by the Contractor this release becomes in full force and effect.

EVANS CONSTRUCTION

By: \_\_\_\_\_

Ross A. Evans

Date: \_\_\_\_\_

12/20/04

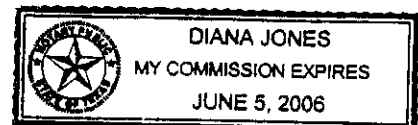
STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day, December 20<sup>th</sup>, 2004, appeared Ross A. Evans, Owner of Evans Construction, 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 the 20<sup>th</sup> day of December, 2004

\_\_\_\_\_  
Diana Jones

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 RETURN TO AGENDA COORDINATOR – COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/04/05 DEPT. SUBMITTED BY: Building Maintenance 12  
 COMMISSIONERS COURT AGENDA FOR: 1/11/05 DEPT. PHONE NO.: 281/238-3555

**SUMMARY OF ITEM:** Approve invoice from the City of Rosenberg in the amount of \$50.00 for a false alarm for Child Support Office at 2803 B.F. Terry Blvd. Dated September 29, 2004. There was no Purchase Order created for this charge. Funding Building Maintenance 010-008-0080-4010.

**RENEWAL CONTRACT / AGREEMENT:** Yes ( ) No (X)

**LIST SUPPORTING DOCUMENTS ATTACHED:** Invoice from the City of Rosenberg

(Back-up documentation must be attached for consideration)

**FINANCIAL SUMMARY:**

| BUDGETED ITEM:                  | ANNUALIZED DOLLARS: | COMMENTS: |
|---------------------------------|---------------------|-----------|
| Yes ( ) No (X) N/A ( )          | One Time ( )        |           |
| Funding Source:                 | Recurring ( )       |           |
| Fund 010 Agency 008 Object 4010 | N/A ( )             |           |

Original Form Submitted with back up to County Judge's Office: Yes ( )

**CC with back up:**

|                  |                        |              |                        |
|------------------|------------------------|--------------|------------------------|
| Auditor          | (281-341-3774) Yes (X) | Comm. Pct. 1 | (281-342-0587) Yes (X) |
| Budget Officer   | (281-344-3954) Yes (X) | Comm. Pct. 2 | (281-403-8009) Yes (X) |
| County Attorney  | (281-341-4557) Yes (X) | Comm. Pct. 3 | (281-242-9060) Yes (X) |
| Purchasing Agent | (281-341-8642) Yes (X) | Comm. Pct. 4 | (281-980-9077) Yes (X) |
| County Clerk     | (281-341-8697) Yes (X) | Admin. Serv. | (281-238-3355) Yes (X) |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form. Incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday, 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m., Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

Please approve.



# INVOICE TRANSMITTAL

|                   |
|-------------------|
| 010-008-0080-4010 |
|                   |
|                   |
|                   |
|                   |
|                   |
|                   |

|                    |       |          |
|--------------------|-------|----------|
| City of Rosenberg  |       |          |
|                    |       |          |
| 2110 Fourth Street |       |          |
| Rosenberg          |       |          |
| Texas              | 77471 | 1/5/2005 |

|                                          |
|------------------------------------------|
|                                          |
| Fee for a "False Alarm" at Child Support |
|                                          |
|                                          |
|                                          |
|                                          |

|         |
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|         |
| \$50.00 |
|         |
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|         |
| \$50.00 |

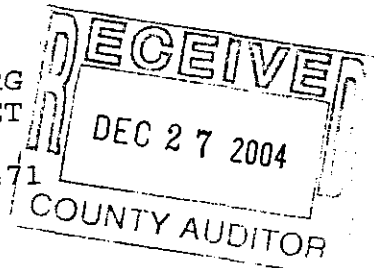
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*Jacqueline Burgess*  
1/5/05

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|  |

CITY OF ROSENBERG  
2110 FOURTH STREET  
P O BOX 32  
ROSENBERG, TX 77471

(832) 595-3400



DATE: 12/16/04

TO: FORT BEND COUNTY  
301 JACKSON ST  
RICHMOND, TX 77469

CUSTOMER NO: 515/548

TYPE: FA - FALSE ALARM

| CHARGE | DATE | DESCRIPTION | REF-NUMBER | DUE DATE | TOTAL AMOUNT |
|--------|------|-------------|------------|----------|--------------|
|--------|------|-------------|------------|----------|--------------|

|          |         |                   |           |          |       |
|----------|---------|-------------------|-----------|----------|-------|
|          | 9/29/04 | BEGINNING BALANCE |           |          | 50.00 |
| ** FAFEE | 9/03/04 | FALSE ALARM FEES  | 990       | 10/04/04 | 50.00 |
|          |         | FALSE ALARM DATES |           |          |       |
|          |         | -                 |           |          |       |
|          |         | NO CHARGE:        | CHARGED:  |          |       |
|          |         | 3/24/2004         | 7/12/2004 |          |       |
|          |         | 7/8/2004          |           |          |       |
|          |         | 7/9/2004          |           |          |       |
|          |         | 7/10/2004         |           |          |       |
|          |         | 7/11/2004         |           |          |       |

\*\* - PREVIOUSLY BILLED - INCLUDED IN BEGINNING BALANCE

| CURRENT | PAST DUE | 30 PAST | 60 PAST |
|---------|----------|---------|---------|
|         |          |         | 50.00   |

DUE DATE: 1/17/05

PAYMENT DUE: 50.00  
TOTAL DUE: \$50.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/16/04 DUE DATE: 1/17/05 NAME: FORT BEND COUNTY  
CUSTOMER NO: 515/548 TYPE: FA - FALSE ALARM

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF ROSENBERG  
2110 FOURTH STREET  
P O BOX 32  
ROSENBERG TX 77471  
(832) 595-3400

TOTAL DUE: \$50.00

**FORT BEND COUNTY** **AGENDA ITEM**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/4/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: (043) ENGINEERING

PHONE NO.: (281) 633-7507

#

134

COURT AGENDA DATE: 1/11/05

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO.18607 IN THE AMOUNT OF \$3,611.72 TO LANDTECH FOR WORK REGARDING MASON ROAD (FM359 TO SH99), MOBILITY BOND PROJECT #29, PCT.3. (FUND:230-043-4301-7835)

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



**FINANCIAL SUMMARY:**



BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

Yes ( ) No ( ) N/A ( ) One Time ( )

Funding Source: Recurring ( )

Fund Agency Object N/A ( )

Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| ( ) Auditor          | (281-341-3774) | ( ) Comm. Pct. 1 | (281-342-0587) |
| ( ) Budget Officer   | (281-344-3954) | ( ) Comm. Pct. 2 | (281-403-8009) |
| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:



# LANDTECH

Consultants • Engineers • Surveyors

INVOICE NUMBER 18607  
DECEMBER 10, 2004

FORT BEND COUNTY  
1124-52 BLUME ROAD  
ROSENBERG, TEXAS 77471

ATTENTION: MR. JESSE HEGEMIER

**PROJECT 02-1-0077 (1477) MASON ROAD FM 359 TO SH 99, FORT BEND COUNTY, TEXAS,  
TXDOT CONTRACT NUMBER 122XXF5032, CSJ 0912-34-100, WORK ORDER NUMBER 1  
PERIOD FROM SEPTEMBER 1, 2004 TO NOVEMBER 30, 2004**

**PROJECT 02-1-0077.00 (1477) PRELIMINARY ENGINEERING**

|                       |              |         |
|-----------------------|--------------|---------|
| TOTAL FEE             | \$ 91,637.81 |         |
| PERCENT COMPLETE      | 100.00       |         |
| TOTAL FEE BILLED      | \$ 91,637.81 |         |
| FEE PREVIOUSLY BILLED | \$ 91,637.81 |         |
| CURRENT FEE BILLING   |              | \$ 0.00 |

**PRELIMINARY ENGINEERING**

LANDTECH CONSULTANTS, INC.

|                                           |                                       |
|-------------------------------------------|---------------------------------------|
| IDENTIFY AND CONFIRM PROJECT ISSUES (110) | \$ 10,797.89 X 100.00% = \$ 10,797.89 |
| ABSTRACTING / RIGHT OF ENTRY (130)        | \$ 265.88 X 100.00% = \$ 265.88       |
| ENVIRONMENTAL CONSTRAINTS MAPPING (110)   | \$ 3,982.04 X 100.00% = \$ 3,982.04   |
| TRAFFIC ANALYSIS (110)                    | \$ 9,106.76 X 100.00% = \$ 9,106.76   |
| UTILITY INVENTORY (110)                   | \$ 1,863.65 X 100.00% = \$ 1,863.65   |
| IDENTIFY REASONABLE ALTERNATIVES (110)    | \$ 2,801.03 X 100.00% = \$ 2,801.03   |
| DEVELOP CONCEPTUAL DESIGNS (110)          | \$ 9,239.70 X 100.00% = \$ 9,239.70   |
| PUBLIC INVOLVEMENT ON ALTERNATIVE (110)   | \$ 14,030.39 X 100.00% = \$ 14,030.39 |
| DIRECT EXPENSES (110)                     | \$ 1,374.00 X 100.00% = \$ 1,374.00   |

THE LANDTECH GROUP, INC.

|                                         |                                       |
|-----------------------------------------|---------------------------------------|
| ABSTRACTING / RIGHT OF ENTRY (130)      | \$ 6,250.14 X 100.00% = \$ 6,250.14   |
| UTILITY INVENTORY (110)                 | \$ 6,362.28 X 100.00% = \$ 6,362.28   |
| PUBLIC INVOLVEMENT ON ALTERNATIVE (110) | \$ 10,565.13 X 100.00% = \$ 10,565.13 |
| DIRECT EXPENSES (110)                   | \$ 1,504.00 X 100.00% = \$ 1,504.00   |
| STATUS MEETINGS (160)                   | \$ 1,798.86 X 100.00% = \$ 1,798.86   |

PBS&J

IDENTIFY AND CONFIRM PROJECT ISSUES (110)  
\$ 2,319.02 X 100.00% = \$ 2,319.02  
ENVIRONMENTAL CONSTRAINTS MAPPING (110)  
\$ 5,663.02 X 100.00% = \$ 5,663.02  
IDENTIFY REASONABLE ALTERNATIVES (110)  
\$ 311.01 X 100.00% = \$ 311.01  
PUBLIC INVOLVEMENT ON ALTERNATIVE (110)  
\$ 1,051.01 X 100.00% = \$ 1,051.01  
DIRECT EXPENSES (110) \$ 2,352.00 X 100.00% = \$ 2,352.00

**TOTAL FOR PRELIMINARY ENGINEERING \$ 91,637.81**

**PROJECT 02-1-0077.01 (1477) ENVIRONMENTAL ASSESSMENT**

|                       |              |             |
|-----------------------|--------------|-------------|
| TOTAL FEE             | \$ 95,618.09 |             |
| PERCENT COMPLETE      | 88.00        |             |
| TOTAL FEE BILLED      | \$ 84,143.92 |             |
| FEE PREVIOUSLY BILLED | \$ 80,532.20 |             |
| CURRENT FEE BILLING   |              | \$ 3,611.72 |

**ENVIRONMENTAL ASSESSMENT**

LANDTECH CONSULTANTS, INC.

|                                |                |                       |
|--------------------------------|----------------|-----------------------|
| AGENCY COORDINATION (110)      | \$ 531.76 X    | 88.00% = \$ 467.95    |
| ENVIRONMENTAL ASSESSMENT (110) | \$ 20,098.07 X | 88.00% = \$ 17,686.30 |
| DIRECT EXPENSES (110)          | \$ 670.00 X    | 88.00% = \$ 589.60    |

PBS&J

|                                |                |                             |
|--------------------------------|----------------|-----------------------------|
| AGENCY COORDINATION (110)      | \$ 2,463.26 X  | 88.00% = \$ 2,167.67        |
| ENVIRONMENTAL ASSESSMENT (110) | \$ 66,990.00 X | 88.00% = \$ 58,951.20       |
| DIRECT EXPENSES (110)          | \$ 4,865.00 X  | 88.00% = \$ <u>4,281.20</u> |

**TOTAL FOR ENVIRONMENTAL ASSESSMENT \$ 84,143.92**

**PROJECT 02-1-0077.02 (1477) DIAGRAMMATIC LAYOUT DESIGN**

|                       |              |         |
|-----------------------|--------------|---------|
| TOTAL FEE             | \$113,872.72 |         |
| PERCENT COMPLETE      | 98.32        |         |
| TOTAL FEE BILLED      | \$111,956.22 |         |
| FEE PREVIOUSLY BILLED | \$111,956.22 |         |
| CURRENT FEE BILLING   |              | \$ 0.00 |

**DIAGRAMMATIC LAYOUT DESIGN**

LANDTECH CONSULTANTS, INC.

|                                  |                |                       |
|----------------------------------|----------------|-----------------------|
| DIAGRAMMATIC LAYOUT (110)        | \$ 58,185.69 X | 98.00% = \$ 57,021.98 |
| PRELIMINARY DRAINAGE STUDY (161) | \$ 17,301.60 X | 98.00% = \$ 16,955.57 |
| FIELD SURVEY (150)               | \$ 11,799.34 X | 98.00% = \$ 11,563.35 |
| ENGINEERING SUMMARY REPORT (110) | \$ 4,058.34 X  | 98.00% = \$ 3,977.17  |
| DIRECT EXPENSES (110)            | \$ 4,480.00 X  | 98.00% = \$ 4,390.40  |

THE LANDTECH GROUP, INC.

PRELIMINARY DRAINAGE STUDY (161)

\$ 16,707.75 X 100.00% = \$ 16,707.75

DIRECT EXPENSES (110)

\$ 1,340.00 X 100.00% = \$ 1,340.00

TOTAL FOR DIAGRAMMATIC LAYOUT DESIGN

\$111,956.22

PROJECT 02-1-0077.03 (1477) PROJECT COORDINATION

TOTAL FEE \$ 11,935.62

PERCENT COMPLETE 98.00

TOTAL FEE BILLED \$ 11,696.91

FEE PREVIOUSLY BILLED \$ 11,696.91

CURRENT FEE BILLING

\$ 0.00

PROJECT COORDINATION

LANDTECH CONSULTANTS, INC.

PROJECT COORDINATION (110)

\$ 11,135.62 X 98.00% = \$ 10,912.91

DIRECT EXPENSES (110)

\$ 800.00 X 98.00% = \$ 784.00

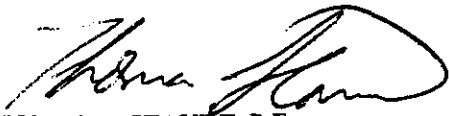
TOTAL FOR PROJECT COORDINATION

\$ 11,696.91

TOTAL INVOICE DUE

\$ 3,611.72

THANK YOU,  
APPROVED BY



THOMAS A. STAUDT, P.E.  
VICE PRESIDENT

APPROVED  
BHH



Form 132A Rev. 9-97

**BILLING STATEMENT**

**BILLING INSTRUCTIONS:** To facilitate handling and prompt payment show the information in the spaces provided below. Submit five copies. Submit a separate statement for each requisition. Charges for freight or express, if any, must be supported by the prepaid freight or express bill. This statement cannot be processed for payment without a valid vendor ID number.

Name of Payee FORT BEND COUNTY Date DECEMBER 10, 20 04

Address 1124-52 BLUME ROAD City & State ROSENBERG, TEXAS 77471

Delivery Date \_\_\_\_\_ Vendor ID No. 17460019692061

| FY | S | SOURCE UNIT | DESCRIPTION                         | QUANTITY | UNIT PRICE | AMOUNT     |
|----|---|-------------|-------------------------------------|----------|------------|------------|
| 05 |   |             | INVOICE NUMBER 18607                |          |            |            |
|    |   |             | PERIOD 09/01/04 TO 11/30/04         |          |            |            |
|    |   |             | WO #1 BILLING #19                   |          |            |            |
|    |   |             | CSJ 0912-34-100                     |          |            |            |
|    |   |             | LIMITS: MASON ROAD, FM 359 TO SH 99 |          |            |            |
|    |   |             | CONTRACT AMOUNT: \$313,064.24       |          |            |            |
|    |   |             | PREVIOUS BILLING: \$295,823.14      |          |            |            |
|    |   |             | THIS INVOICE: \$ 3,611.72           |          |            |            |
|    |   |             | TOTAL AMOUNT THIS INVOICE           |          |            | \$3,611.72 |
|    |   |             | 20% PAID BY COUNTY                  |          |            | \$722.34   |
|    |   |             | 80% FEDERAL                         |          |            | \$2,889.38 |
|    |   |             | Total                               |          |            | \$3,611.72 |

IAC or MISC 122XXF5031 TXDOT PURCHASE DATE \_\_\_\_\_  
 CONTRACT No: \_\_\_\_\_ REQ. NO: \_\_\_\_\_ ORDER NO: \_\_\_\_\_

| HIGHWAY       |            |             |            |    |          |              |                    |          |       |             |       |       |
|---------------|------------|-------------|------------|----|----------|--------------|--------------------|----------|-------|-------------|-------|-------|
| DIST. OR DIV. | 70 THRU 79 | DETAIL      | AMOUNT     | +  | FUNC.    | OBJ. OF EXP. | TASK OR WORK ORDER | COUNTY   | SYS   | NUMBER      | S U F | CLASS |
| 21 22         | 23 24      | 25—THRU—41  | 42—THRU—53 | 54 | 55 56 57 | 58 59 60     | 61 62 63 64 65 66  | 67 68 69 | 70 71 | 72 73 74 75 | 76    | 77 78 |
| 12            | 76         | 0912-34-100 | \$2,889.38 |    | 110      | 423          | 1                  |          |       |             |       |       |
| 12            |            |             |            |    |          |              |                    |          |       |             |       |       |
| 12            |            |             |            |    |          |              |                    |          |       |             |       |       |
| 12            |            |             |            |    |          |              |                    |          |       |             |       |       |
| 12            |            |             |            |    |          |              |                    |          |       |             |       |       |
| 12            |            |             |            |    |          |              |                    |          |       |             |       |       |
| 12            |            |             |            |    |          |              |                    |          |       |             |       |       |
| 12            |            |             |            |    |          |              |                    |          |       |             |       |       |

Agency Verification/Audit has been performed, the services rendered and/or goods received, and the invoice(s) correctly corresponds with the authority under which procurement was made. The invoice(s) is (are) true and unpaid.

By \_\_\_\_\_ Date \_\_\_\_\_

MASON ROAD FM 359 TO SH 99, FORT BEND COUNTY, TEXAS  
TXDOT CONTRACT NUMBER 122XXF5031  
LANDTECH CONSULTANTS, INC.  
INVOICE FOR THE PERIOD SEPTEMBER 1, 2004 THROUGH NOVEMBER 30, 2004  
INVOICE NUMBER 19607

| TASK DESCRIPTION                          | LANDTECH CONSULTANTS, INC. |                  |                    |               | THE LANDTECH GROUP, INC. |                  |                    |               | PBS&J      |                  |                    |               | TOTAL      |            |
|-------------------------------------------|----------------------------|------------------|--------------------|---------------|--------------------------|------------------|--------------------|---------------|------------|------------------|--------------------|---------------|------------|------------|
|                                           | TASK VALUE                 | % COMPLETE PRIOR | % COMPLETE CURRENT | AMOUNT EARNED | TASK VALUE               | % COMPLETE PRIOR | % COMPLETE CURRENT | AMOUNT EARNED | TASK VALUE | % COMPLETE PRIOR | % COMPLETE CURRENT | AMOUNT EARNED | AMOUNT     | EARNED     |
| PRELIMINARY ENGINEERING                   |                            |                  |                    |               |                          |                  |                    |               |            |                  |                    |               |            |            |
| IDENTIFY AND CONFIRM PROJECT ISSUES (110) | 10,797.89                  | 100.00%          | 100.00%            | 10,797.89     | 0.00                     | 0.00%            | 0.00%              | 0.00          | 2,319.02   | 100.00%          | 100.00%            | 2,319.02      | 13,116.91  | 100.00%    |
| ABSTRACTING / RIGHT OF ENTRY (130)        | 265.88                     | 100.00%          | 100.00%            | 265.88        | 6,250.14                 | 100.00%          | 100.00%            | 6,250.14      | 0.00       | 0.00%            | 0.00%              | 0.00          | 6,516.02   | 100.00%    |
| ENVIRONMENTAL CONSTRAINTS MAPPING (110)   | 3,982.04                   | 100.00%          | 100.00%            | 3,982.04      | 0.00                     | 0.00%            | 0.00%              | 0.00          | 5,663.02   | 100.00%          | 100.00%            | 5,663.02      | 9,645.06   | 100.00%    |
| TRAFFIC ANALYSIS (110)                    | 9,106.76                   | 100.00%          | 100.00%            | 9,106.76      | 0.00                     | 0.00%            | 0.00%              | 0.00          | 0.00       | 100.00%          | 100.00%            | 0.00          | 9,106.76   | 100.00%    |
| UTILITY INVENTORY (110)                   | 1,863.65                   | 100.00%          | 100.00%            | 1,863.65      | 6,362.28                 | 100.00%          | 100.00%            | 6,362.28      | 0.00       | 0.00%            | 0.00%              | 0.00          | 8,225.93   | 100.00%    |
| IDENTIFY REASONABLE ALTERNATIVES (110)    | 2,801.03                   | 100.00%          | 100.00%            | 2,801.03      | 0.00                     | 0.00%            | 0.00%              | 0.00          | 311.01     | 100.00%          | 100.00%            | 311.01        | 3,112.04   | 100.00%    |
| DEVELOP CONCEPTUAL DESIGNS (110)          | 9,239.70                   | 100.00%          | 100.00%            | 9,239.70      | 0.00                     | 0.00%            | 0.00%              | 0.00          | 0.00       | 0.00%            | 0.00%              | 0.00          | 9,239.70   | 100.00%    |
| PUBLIC INVOLVEMENT ON ALTERNATIVE (110)   | 14,030.39                  | 100.00%          | 100.00%            | 14,030.39     | 10,565.13                | 100.00%          | 100.00%            | 10,565.13     | 1,051.01   | 100.00%          | 100.00%            | 1,051.01      | 25,646.53  | 100.00%    |
| DIRECT EXPENSES (110)                     | 1,374.00                   | 100.00%          | 100.00%            | 1,374.00      | 1,504.00                 | 100.00%          | 100.00%            | 1,504.00      | 2,352.00   | 100.00%          | 100.00%            | 2,352.00      | 5,230.00   | 100.00%    |
| STATUS MEETINGS (160)                     | 0.00                       | 0.00%            | 0.00%              | 0.00          | 1,798.86                 | 100.00%          | 100.00%            | 1,798.86      | 0.00       | 0.00%            | 0.00%              | 0.00          | 1,798.86   | 100.00%    |
| SUBTOTAL                                  | 53,461.34                  | 100.00%          | 100.00%            | 53,461.34     | 26,480.41                | 100.00%          | 100.00%            | 26,480.41     | 11,696.06  | 100.00%          | 100.00%            | 11,696.06     | 91,637.81  | 100.00%    |
| ENVIRONMENTAL ASSESSMENT                  |                            |                  |                    |               |                          |                  |                    |               |            |                  |                    |               |            |            |
| AGENCY COORDINATION (110)                 | 531.76                     | 85.00%           | 88.00%             | 467.95        | 0.00                     | 0.00%            | 0.00%              | 0.00          | 2,463.26   | 84.00%           | 88.00%             | 2,167.67      | 2,995.02   | 84.18%     |
| ENVIRONMENTAL ASSESSMENT (110)            | 20,098.07                  | 85.00%           | 88.00%             | 17,686.30     | 0.00                     | 0.00%            | 0.00%              | 0.00          | 66,990.00  | 84.00%           | 88.00%             | 58,951.20     | 87,088.07  | 84.23%     |
| DIRECT EXPENSES (110)                     | 670.00                     | 85.00%           | 88.00%             | 589.60        | 0.00                     | 0.00%            | 0.00%              | 0.00          | 4,865.00   | 84.00%           | 88.00%             | 4,281.20      | 5,535.00   | 84.12%     |
| SUBTOTAL                                  | 21,299.83                  | 85.00%           | 88.00%             | 18,743.85     | 0.00                     | 0.00%            | 0.00%              | 0.00          | 74,318.26  | 84.00%           | 88.00%             | 65,400.07     | 95,618.09  | 84.22%     |
| DIAGRAMMATIC LAYOUT DESIGN                |                            |                  |                    |               |                          |                  |                    |               |            |                  |                    |               |            |            |
| DIAGRAMMATIC LAYOUT (110)                 | 58,185.69                  | 98.00%           | 98.00%             | 57,021.98     | 0.00                     | 0.00%            | 0.00%              | 0.00          | 0.00       | 0.00%            | 0.00%              | 0.00          | 58,185.69  | 98.00%     |
| PRELIMINARY DRAINAGE STUDY (161)          | 17,301.60                  | 98.00%           | 98.00%             | 16,955.57     | 16,707.75                | 100.00%          | 100.00%            | 16,707.75     | 0.00       | 0.00%            | 0.00%              | 0.00          | 34,009.35  | 98.98%     |
| FIELD SURVEY (150)                        | 11,799.34                  | 98.00%           | 98.00%             | 11,563.35     | 0.00                     | 0.00%            | 0.00%              | 0.00          | 0.00       | 0.00%            | 0.00%              | 0.00          | 11,799.34  | 98.00%     |
| ENGINEERING SUMMARY REPORT (110)          | 4,058.34                   | 98.00%           | 98.00%             | 3,977.17      | 0.00                     | 0.00%            | 0.00%              | 0.00          | 0.00       | 0.00%            | 0.00%              | 0.00          | 4,058.34   | 98.00%     |
| DIRECT EXPENSES (110)                     | 4,480.00                   | 98.00%           | 98.00%             | 4,390.40      | 1,340.00                 | 100.00%          | 100.00%            | 1,340.00      | 0.00       | 0.00%            | 0.00%              | 0.00          | 5,820.00   | 98.46%     |
| SUBTOTAL                                  | 95,824.97                  | 98.00%           | 98.00%             | 93,908.47     | 18,047.75                | 100.00%          | 100.00%            | 18,047.75     | 0.00       | 0.00%            | 0.00%              | 0.00          | 113,872.72 | 98.32%     |
| PROJECT COORDINATION                      |                            |                  |                    |               |                          |                  |                    |               |            |                  |                    |               |            |            |
| PROJECT COORDINATION (110)                | 11,135.62                  | 98.00%           | 98.00%             | 10,912.91     | 0.00                     | 0.00%            | 0.00%              | 0.00          | 0.00       | 0.00%            | 0.00%              | 0.00          | 11,135.62  | 98.00%     |
| DIRECT EXPENSES (110)                     | 800.00                     | 98.00%           | 98.00%             | 784.00        | 0.00                     | 0.00%            | 0.00%              | 0.00          | 0.00       | 0.00%            | 0.00%              | 0.00          | 800.00     | 98.00%     |
| SUBTOTAL                                  | 11,935.62                  | 98.00%           | 98.00%             | 11,696.91     | 0.00                     | 0.00%            | 0.00%              | 0.00          | 0.00       | 0.00%            | 0.00%              | 0.00          | 11,935.62  | 98.00%     |
| PROJECT TOTAL                             | 183,521.76                 | 97.07%           | 97.42%             | 177,810.57    | 44,528.16                | 100.00%          | 100.00%            | 44,528.16     | 86,014.32  | 86.18%           | 89.63%             | 77,086.13     | 313,064.24 | 94.49%     |
| LESS PREVIOUSLY INVOICED                  |                            |                  |                    |               |                          |                  |                    |               |            |                  |                    |               |            | 295,434.86 |
| AMOUNT DUE THIS INVOICE                   |                            |                  |                    |               |                          |                  |                    |               |            |                  |                    |               |            | 95,629.71  |



**Progress Report #19  
Landtech Consultants, Inc.**

Mason Road: FM 359 to SH 99  
Fort Bend County, Texas  
CSJ: 0912-34-100

Services from September 1, 2004 to November 30, 2004

**TASK 1- Preliminary Engineering**

Tasks #1-8 are complete.

**TASK 2- Environmental Assessment**

**1. Work Completed Since Last Report**

- Revised archeological survey / goe archeology assessment report.

**2. Planned / Upcoming Work:**

- Update archeological section of draft EA upon receiving ENV's approval of the revised archeology survey report.
- Submit updated draft EA to TXDOT for distribution to FHWA and regulatory agencies.

**3. Difficulties/ Delays**

- None.

**4. Action needed**

- ENV's review of revised archeology survey report.

AS PER ORIGINAL

Landtech Consultants, Inc.  
Mason Rd: SH 99 to FM 359  
Fort Bend County, Texas

Monthly Invoice  
September 1, 2004 through September 30, 2004

**Work Completed Since Last Month:**

- Completed draft archeology survey report.

|                           |                     |
|---------------------------|---------------------|
| <b>Total Project Fee:</b> | <b>\$ 86,014.31</b> |
| Task 1 Fee:               | \$ 11,696.06        |
| Task 2 Fee:               | \$ 74,318.25        |

|                                     |                     |
|-------------------------------------|---------------------|
| <b>Total Amount Billed To Date:</b> | <b>\$ 77,096.12</b> |
| Amount billed this month:           | \$ 2,972.73         |

|                                                                  |            |
|------------------------------------------------------------------|------------|
| <b>Total Estimated Percent Complete (Based on Budget Spent):</b> | <b>90%</b> |
| Task 1 Estimated Percent Complete:                               | 100%       |
| Task 2 Estimated Percent Complete:                               | 88%        |

**FORT BEND COUNTY      AGENDA ITEM**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/04/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA

COURT AGENDA DATE: 1/11/05

DEPARTMENT: (043) ENGINEERING  
PHONE NO.: (281) 633-7507

# 13B

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO.3002-1 IN THE AMOUNT OF \$100,675.78 TO TEPPCO CRUDE PIPELINE COMPANY FOR WORK PERFORMED TO RELOCATE 750' OF 10.75" PIPELINE AT FM1093 AND ALIEF CLODINE ROAD, MOBILITY BOND PROJECT#99,PCT.3. (FUND:230-043-4301-7809)

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



JAN 04 2005

**FINANCIAL SUMMARY:**



BUDGETED ITEM:      ANNUALIZED DOLLARS:      COMMENTS:

Yes ( ) No ( ) N/A ( )      One Time ( )

Funding Source:      Recurring ( )  
Fund    Agency    Object      N/A ( )

Original Form Submitted with back up to County Judge's Office: ( ) ( ✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| ( ) Auditor          | (281-341-3774) | ( ) Comm. Pct. 1 | (281-342-0587) |
| ( ) Budget Officer   | (281-344-3954) | ( ) Comm. Pct. 2 | (281-403-8009) |
| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

**FORT BEND COUNTY, TEXAS  
PURCHASE ORDER**

P.O. NUMBER: PC 04300002351

AS PER ORIGINAL

SPECIAL INSTRUCTIONS:

**FINAL**

PAGE #: 01  
P.O. DATE: 05 15 03

DELIVER BY: 05 15 03

BUYER:  
13 CHERYL KREJCI

CONFIRMING: NO FOB: D

VENDOR: 760583847 -  
TEPPCO CRUDE PIPELINE, L.P.  
P.O. BOX 2521

SHIP TO: ENGINEERING  
1124 BLUME ROAD  
ROSENBERG TX 77471

HOUSTON  
MIKE BROWN

TX 77252-2521 BILL TO: ENGINEERING  
P O BOX 1449  
ROSENBERG TX 77471

|                           | DESCRIPTION                                                         | QUANTITY |   | UNIT COST      | EXTENDED COST |
|---------------------------|---------------------------------------------------------------------|----------|---|----------------|---------------|
| 001 580                   |                                                                     | 1.000 EA | @ | 112,000.000000 | 112,000.00    |
| 230 043 4301 2000 7809 01 |                                                                     |          |   |                |               |
|                           | UTILITY ADJUSTMENT THAT RUNS NORTH OF FM 1093 AND WEST<br>OF FM1464 |          |   |                |               |

APPROVED IN CC 4/29/03

PAGE TOTAL : 112,000.00  
GRAND TOTAL : 112,000.00

BY MY SIGNATURE I ATTEST THE ITEMS ON THIS ORDER HAVE BEEN  
RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS.

SIGNATURE OF PURCHASING AGENT

AUTHORIZED SIGNATURE/DATE

Teppco Crude Pipeline Company  
2929 Allen Parkway  
Houston, Texas 77019

Invoice No. 3002-1

# INVOICE

**Customer**  
Name Fort Bend County (Attn: Cheryl Krejci)  
Address 1124 Blume Road  
City Rosenberg State Texas ZIP 77471  
Phone PO # 043000002351

**Misc**  
Date 12/13/2004  
Order No.  
Rep  
FOB

| Qty | Description                                                                                    | Unit Price    | TOTAL         |
|-----|------------------------------------------------------------------------------------------------|---------------|---------------|
| 1   | Billing for work performed to Relocate 750' of 10.75" pipeline at FM1093 and Alief Clodine Rd. | \$ 100,675.78 | \$ 100,675.78 |

Fort Bend County agreed to Pay TEPPCO 100% of the total, actual and related indirect cost, up to \$112,000 upon receipt of a final itemized billing.

Below are the wiring instructions and check mailing information:  
TEPPCO Crude Pipeline  
P.O. Box 201405  
Dallas, TX 75320-1405

Wire Account: c/o Wells Fargo Bank, San Francisco CA  
ABA# 121000248  
Acct# 4945090512

SubTotal \$ 100,675.78  
Shipping

**Payment** Select One...

Tax Rate(s)

**TOTAL** \$ 100,675.78

Comments  
Name  
CC #  
Expires

Office Use Only

For questions, contact Mary Hubbard at (713) 759-3686

**APPROVED**  
BHH

## CERTIFICATION STATEMENT

(To accompany all final invoices)

"I certify that the services represented by  
Invoice No. 3002-1 are true and  
correct and have been rendered in accordance  
with the terms of this contract."

Authorized signature

Germaine A. Wilson

Title

Manager, Property Accounting

**AGENDA ITEM**

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/4/05  
COURT AGENDA DATE: 1/11/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA  
DEPARTMENT: (043) ENGINEERING # 13C  
PHONE NO.: (281) 633-7507

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO.246443 IN THE AMOUNT OF \$13,392.00 TO TEDSI INFRASTRUCTURE GROUP REGARDING TRAFFIC ENGINEERING SERVICES FOR THE CINCO RANCH BOULEVARD @ PEEK ROAD, AND ADDICKS CLODINE @ BEECHNUT TRAFFIC SIGNALS,PCT.3. (FUND:105-075-M02A-2000-1011)

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



JAN 04 2005

**FINANCIAL SUMMARY:**



BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

Yes ( ) No ( ) N/A ( ) One Time ( )

|                 |        |               |
|-----------------|--------|---------------|
| Funding Source: |        | Recurring ( ) |
| Fund            | Agency | Object        |
|                 |        | N/A ( )       |

Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

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| ( ) Budget Officer   | (281-344-3954) | ( ) Comm. Pct. 2 | (281-403-8009) |
| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

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3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

# TEDSI INFRASTRUCTURE GROUP

10260 Westheimer, Suite 460 • Houston, Texas 77042 • Phone (713) 975-8337 • Fax (713) 975-7194  
• www.tedsig.com •

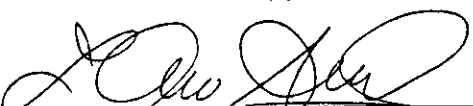
Mr. Jesse Hegemier, P.E.  
Fort Bend County Engineer  
P. O. Box 1449  
1124 Blume Road  
Rosenberg, TX 77471-1449  
Attention: Mr. Louis Hood, P.E.

Invoice Date: December 31, 2004  
TEDSI Invoice No: 246443  
TEDSI Project No: 24797-1

## INVOICE

| Traffic Engineering Services Rendered December 1, 2004 Through December 31, 2004                                                                                 |              |                         | Amount              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------|---------------------|
| RE: Fort Bend County Traffic Signals<br>Fry Road at Peek Road<br>Cinco Ranch Boulevard at Peek Road<br>Addicks Clodine at Beechnut<br>P.O. Number PC 07500017237 |              |                         |                     |
|                                                                                                                                                                  | <u>Fee</u>   | <u>Percent Complete</u> | <u>Cost</u>         |
| <u>Task A</u>                                                                                                                                                    |              |                         |                     |
| Signal Design Phase (80%)                                                                                                                                        | \$ 44,640.00 | 85%                     | \$37,944.00         |
| <u>Task B</u>                                                                                                                                                    |              |                         |                     |
| Contract Phase (5%)                                                                                                                                              | \$ 2,790.00  | 0%                      | \$0.00              |
| <u>Task C</u>                                                                                                                                                    |              |                         |                     |
| Construction Phase (15%)                                                                                                                                         | \$ 8,370.00  | 0%                      | \$0.00              |
| Total Fee Earned This Period                                                                                                                                     |              |                         | \$37,944.00         |
| Less Previously Invoiced                                                                                                                                         |              |                         | \$24,552.00         |
| Total Fee Due this Period                                                                                                                                        |              |                         | \$13,392.00         |
| TOTAL AMOUNT DUE THIS INVOICE                                                                                                                                    |              |                         | <u>\$ 13,392.00</u> |

*Approval for Payment,  
Louis Hood  
1/03/05*

  
Zameer Ahmed, P.E.  
Senior Project Manager



## PROGRESS REPORT

**DATE:** December 31, 2004

**TO:** Mr. Louis Hood, P.E.  
Fort Bend County

**FROM:** Zameer Ahmed, P.E.  
TEDSI Infrastructure Group (TEDSI)

**PROJECT:** TEDSI Contract 24797-1  
Fort Bend County Signals  
Peek Road at Fry Road  
Peek Road at Cinco Ranch Blvd.  
Addicks Clodine at Beechnut St.

**SUBJECT:** Monthly Progress Report

---

### Work Performed Through December 31, 2004

TEDSI started work on the project after receiving notice-to proceed on September 28, 2004. TEDSI provided Fort Bend County design work schedule and started work and coordinated with the surveyor, Homeowner Associations for Cinco Ranch, Grand Lakes and San Miguel. We received final topographic surveys. TEDSI prepared layouts for existing conditions and signals, paving and ramps and submitted 60% plans to the County on December 9, 2004. TEDSI is now working towards 90% submittal due in January 2005.

Overall, TEDSI is at the following completion levels for the period ending December 31, 2004:

|                             |        |
|-----------------------------|--------|
| Task A: Signal Design Phase | 85.00% |
| Task B: Contract Phase      | 0.00%  |
| Task C: Construction Phase  | 0.00%  |

**FORT BEND COUNTY** **AGENDA ITEM**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/4/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA  
DEPARTMENT: (043) ENGINEERING # 13 D  
PHONE NO.: (281) 633-7507

COURT AGENDA DATE: 1/11/05

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO.1049 TO PAS PROPERTY ACQUISITION SERVICES, INC. FOR VARIOUS RIGHT OF WAY ACQUISITIONS, PCTS. 1,2,3,64. (FUND:042-7009)

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



JAN 05 2005

**FINANCIAL SUMMARY:**



BUDGETED ITEM: ANNUALIZED DOLLARS:

COMMENTS:

Yes ( ) No ( ) N/A ( ) One Time ( )

Funding Source: Recurring ( )

Fund Agency Object N/A ( )

Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

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If by Fax to (281) 341-8609

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| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

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2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

# PAS PROPERTY ACQUISITION SERVICES, INC.

30-Dec-04

Invoice No. 1049

**Bill to:** Mr. D. Jesse Hegemier, P.E.  
Fort Bend County Engineering  
1124-52 Blume Rd.  
Rosenberg, TX 77471-1149

**Remit to:** PAS Property Acquisition Services, Inc.  
19855 Southwest Freeway, Suite 200  
Sugar Land, TX 77479  
(281) 343-7171

**Project Name:** Fort Bend County

**Locations:**

Harlem Road  
FM 1464 @ FM 1093  
FM 762

**Work Requested:** Performed Right-of-Way Services for Fort Bend County

| <u>Calculations</u>    | <u>Rate (\$)</u> | <u>Hours</u> | <u>Amount (\$)</u> |
|------------------------|------------------|--------------|--------------------|
| Right-of-Way Agent     | 75.00            | 20.00        | 1,500.00           |
| Right-of-Way Assistant | 40.00            | 5.50         | 220.00             |
| <b>Totals</b>          |                  | <b>25.50</b> | <b>\$ 1,720.00</b> |

**Expense**

See Expense Summary Sheet

**Amount (\$)**

0.00

**Total Expenses**

**\$ 1,720.00**

**Total \$ 1,720.00**

**CONTRACTOR BILLING SUMMARY**

|                           |    |            |
|---------------------------|----|------------|
| Estimated Cost            | \$ | 250,000.00 |
| Previous Amount Invoiced  | \$ | 44,130.10  |
| Previous Funds Available  | \$ | 205,869.90 |
| Current Amount Invoiced   | \$ | 1,720.00   |
| Remaining Funds Available | \$ | 204,149.90 |

**APPROVED**  
DJH

**Terms:** Total due upon receipt

**PAS Property Acquisition Services, Inc.**  
*Job Detail*

---

**Location:** Harlem Road

**Work Requested:** Acquire Right-of-Way for Road Realignment

| <b>Acquisition</b>     | <b>Rate (\$)</b> | <b>Hours</b> | <b>Amount (\$)</b> |
|------------------------|------------------|--------------|--------------------|
| Right-of-Way Agent     | 75.00            | 7.75         | 581.25             |
| Right-of-Way Assistant | 40.00            | 2.00         | 80.00              |
| <b>Totals</b>          |                  | <b>9.75</b>  | <b>\$ 661.25</b>   |

| <b>Expense</b>            | <b>Amount (\$)</b> |
|---------------------------|--------------------|
| See Expense Summary Sheet | 0.00               |
| <b>Total Expenses</b>     | <b>\$ -</b>        |

**Total** **\$ 661.25**

# ACTIVITY DESCRIPTION

(Right of Way Agent)

**Location:** Harlem Road  
**Property Owner:** Parcel 8a - 8b TXI Ops  
**Contacts:** 972-647-3707

| Date      | Description of Work Performed                                                                                                                                                                                                                                                                    | Hours |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 6-Dec-04  | <ul style="list-style-type: none"> <li>* Call to Barry Bone regarding closing. Discussed necessary paperwork to complete sale; corporate resolution and articles of incorporation. Discussed tax proration. Was asked to contact title company and get back with him regarding taxes.</li> </ul> | 2.00  |
|           | <ul style="list-style-type: none"> <li>* Called and left message for closer at title company to call me.</li> </ul>                                                                                                                                                                              |       |
|           | <ul style="list-style-type: none"> <li>* Received call from title company. Discussed the fact that there was not going to be a tax proration due to the fact that we were going to try to close on the last day of the year.</li> </ul>                                                          |       |
|           | <ul style="list-style-type: none"> <li>* Received settlement statement. Reviewed.</li> </ul>                                                                                                                                                                                                     |       |
|           | <ul style="list-style-type: none"> <li>* Prepared closing package for Mr. Bone. Faxed and scanned documents.</li> </ul>                                                                                                                                                                          | 0.25  |
| 7-Dec-04  | <ul style="list-style-type: none"> <li>* Call with Barry Bone discussing tax proration. He understood.</li> </ul>                                                                                                                                                                                |       |
| 14-Dec-04 | <ul style="list-style-type: none"> <li>* Received call from Mr. Bone. Wanted to know when this transaction would close and fund. I explained that I was waiting on the check from the County and that I hoped to fund on December 31.</li> </ul>                                                 | 0.50  |
|           | <ul style="list-style-type: none"> <li>* Call with Paulette regarding the date check would be cut. Was told I could get it on Friday.</li> </ul>                                                                                                                                                 |       |
| 17-Dec-04 | <ul style="list-style-type: none"> <li>* Drove to FBC. Received check from Paulette.</li> </ul>                                                                                                                                                                                                  | 2.00  |
|           | <ul style="list-style-type: none"> <li>* Made copies of check and added to file.</li> </ul>                                                                                                                                                                                                      |       |
|           | <ul style="list-style-type: none"> <li>* Called Mr. Bone and let him know that I had received the check.</li> </ul>                                                                                                                                                                              | 0.50  |
| 22-Dec-04 | <ul style="list-style-type: none"> <li>* Called title company to see if documents had been sent from TXI. Was told no.</li> </ul>                                                                                                                                                                |       |
|           | <ul style="list-style-type: none"> <li>* Call with TXI to check status of routing deed. Was told to expect it next week.</li> </ul>                                                                                                                                                              |       |
| 28-Dec-04 | <ul style="list-style-type: none"> <li>* Called title company to see if they had received the deed from TXI. It was in.</li> </ul>                                                                                                                                                               | 2.00  |
|           | <ul style="list-style-type: none"> <li>* Delivered check to title company. Executed closing statement.</li> </ul>                                                                                                                                                                                |       |
| 29-Dec-04 | <ul style="list-style-type: none"> <li>* Copied and added settlement and closing statements to master file.</li> </ul>                                                                                                                                                                           | 0.50  |
|           | <ul style="list-style-type: none"> <li>* Called TXI to let them know we still need copies of their corp. resolution and articles of incorp.</li> </ul>                                                                                                                                           |       |
|           |                                                                                                                                                                                                                                                                                                  | 7.75  |

Right-of-Way Agent Hours 7.75  
 Right-of-Way Assistant Hours 2.00

**TOTAL HOURS**

**PAS Property Acquisition Services, Inc.**  
*Job Detail*

---

**Location:** FM 1464 @ FM 1093

**Work Requested:** Acquire two parcels for road realignment

| <b>Title</b>           | <b>Rate (\$)</b> | <b>Hours</b> | <b>Amount (\$)</b> |
|------------------------|------------------|--------------|--------------------|
| Right-of-Way Agent     | 75.00            | 6.75         | 506.25             |
| Right-of-Way Assistant | 40.00            | 1.75         | 70.00              |
| <b>Totals</b>          |                  | <b>8.50</b>  | <b>\$ 576.25</b>   |

| <b>Expense</b>            | <b>Amount (\$)</b> |
|---------------------------|--------------------|
| See Expense Summary Sheet | 0.00               |
| <b>Total Expenses</b>     | <b>\$ -</b>        |

**Total** **\$ 576.25**

# ACTIVITY DESCRIPTION

(Right of Way Agent)

Location: FM 1464 @ FM 1093  
Property Owner: Groom / Reed  
Contacts: 281-332-3306

| Date      | Description of Work Performed                                                                                                                                                            | Hours |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1-Dec-04  | * Calls with TxDOT regarding status of ROW.                                                                                                                                              | 0.50  |
| 3-Dec-04  | * Calls with County Attorney Office and Appraiser regarding staking of ROW.<br>* Calls with Weisser to stake the ROW.                                                                    | 1.50  |
| 8-Dec-04  | * Prepared package for Weisser. Faxed and e-mailed info to Weisser.<br>* Call with Dave Hurley scheduling meeting for tomorrow at 2.<br>* Made copies of exhibits for tomorrows meeting. | 2.50  |
| 9-Dec-04  | * Drove site. Took pictures.                                                                                                                                                             | 2.00  |
| 29-Dec-04 | * Meeting with County Attorney, appraiser and land owners attorney.<br>* Call with Dave Hurley. Discussed status of Condemnation.                                                        | 0.25  |
|           |                                                                                                                                                                                          | 6.75  |

Right-of-Way Agent Hours 6.75  
Right-of-Way Assistant Hours 1.75

TOTAL HOURS

**PAS Property Acquisition Services, Inc.**  
*Job Detail*

---

**Location:** FM 762

**Work Requested:** Road Widening

| <b>Title</b>           | <b>Rate (\$)</b> | <b>Hours</b> | <b>Amount (\$)</b> |
|------------------------|------------------|--------------|--------------------|
| Right-of-Way Agent     | 75.00            | 5.50         | 412.50             |
| Right-of-Way Assistant | 40.00            | 1.75         | 70.00              |
| <b>Totals</b>          |                  | <b>7.25</b>  | <b>\$ 482.50</b>   |

| <b>Expense</b>            | <b>Amount (\$)</b> |
|---------------------------|--------------------|
| See Expense Summary Sheet | 0.00               |
| <b>Total Expenses</b>     | <b>\$ -</b>        |

**Total** **\$ 482.50**



**ACTIVITY DESCRIPTION**

(Right of Way Agent)

**Location:** FM 762  
**Parcel No.:** 3 - Bridlewood Estates  
**Contacts:** Terri Salter - 713-776-1771

| Date      | Description of Work Performed                                                                                                                                                                                                                                                                                    | Hours |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 3-Dec-04  | * Called and was told that Ms. Navaro was no longer with the co. and that Austin Properties was now the HOA for this property.<br>* Researched contact info for Austin Properties.<br>* Called and got contact person at Austin Prop. Terri Salter. Left voice mail.<br>* Reproduced offer package. Overnighted. | 2.75  |
| 7-Dec-04  | * Called Ms. Salter. Introduced myself and explained acquisition process.                                                                                                                                                                                                                                        | 0.25  |
| 16-Dec-04 | * Received call from TxDOT telling me not to proceed with acquiring this parcel until further notice was given. Also told to inform FBC not to invoice TxDOT for work on this parcel prior to todays date.                                                                                                       | 0.25  |
| 29-Dec-04 | * Left message for Ms. Salter to call me.<br>* Received call from Ms. Salter. Was told she had forwarded offer package to her boss for review.                                                                                                                                                                   | 0.50  |
|           |                                                                                                                                                                                                                                                                                                                  | 3.75  |

Right-of-Way Agent Hours 3.75  
Right-of-Way Assistant Hours 1.00

**TOTAL HOURS**

# ACTIVITY DESCRIPTION

(Right of Way Agent)

Location: FM 762  
Parcel No.: 5  
Contacts: Dorothy Gonyo - 979-793-3314

| Date      | Right of Way Agent Performed                                                                                                                                                                                                                                                                                                                | Hours |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 3-Dec-04  | * Called and spoke with Ms. Wleczyk. Discussed project and explained the acquisition process. Ms. Wleczyk said she would have to consult her family members and possible a real estate person for her to feel comfortable doing anything. Asked as to the area need for the ROW. Discussed with her the survey. said she was still unclear. | 0.50  |
| 14-Dec-04 | * Drove site. Took pictures.                                                                                                                                                                                                                                                                                                                | 1.00  |
| 16-Dec-04 | * Received call from TxDOT letting me know to not acquire this parcel until further notice.                                                                                                                                                                                                                                                 | 0.25  |
|           |                                                                                                                                                                                                                                                                                                                                             | 1.75  |

Right-of-Way Agent Hours 1.75  
Right-of-Way Assistant Hours 0.75

TOTAL HOURS

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

AGENDA ITEM

DATE SUBMITTED: 1/5/05

SUBMITTED BY: P. BATTS (AGENDA COORDINATOR) AGENDA  
DEPARTMENT: (043) ENGINEERING # 13 E  
PHONE NO.: (281) 633-7507

COURT AGENDA DATE: 1/11/05

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO. 28 IN THE AMOUNT OF \$1,591.93 TO KLOTZ ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH FM1464 WIDENING (FROM FM1093 TO SH99) FOR ROUTE AND DESIGN STUDY, ENVIRONMENTAL LAYOUT, MOBILITY BOND PROJECT#59, PCTS. 3&4. (FUND: 230-043-4301-7831)

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



JAN 05 2005

**FINANCIAL SUMMARY:**



BUDGETED ITEM:      ANNUALIZED DOLLARS:      COMMENTS:

Yes ( ) No ( ) N/A ( )      One Time ( )

Funding Source:      Recurring ( )

Fund    Agency    Object      N/A ( )

**Original Form** Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| ( ) Auditor          | (281-341-3774) | ( ) Comm. Pct. 1 | (281-342-0587) |
| ( ) Budget Officer   | (281-344-3954) | ( ) Comm. Pct. 2 | (281-403-8009) |
| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

KLOTZ  
ASSOCIATES,  
INC.

CONSULTING  
ENGINEERS

1160 Dairy Ashford  
Suite 500  
Houston, Texas 77079  
(281) 589-7257  
(281) 589-7309 Fax

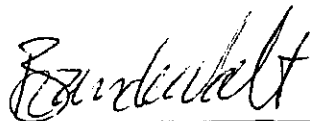
D. Jesse Hegemier, P.E.  
Fort Bend County Engineer  
1124 Blume Road  
Rosenberg, Texas 77471

Date: December 31, 2004  
Job No.: 26209.28  
Period: 11/16/04 - 12/15/04  
Invoice No.: 28

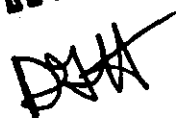
**INVOICE # 28**

For Professional Services rendered in connection with:  
FM 1464 Roadway Widening

|                        | <u>Contract</u>      | <u>Percent Complete</u> | <u>Billed To Date</u> | <u>Previously Billed</u> | <u>Current Billing</u> |
|------------------------|----------------------|-------------------------|-----------------------|--------------------------|------------------------|
| FC 110                 | \$ 171,680.78        | 96.6994%                | \$ 166,014.24         | \$ 164,422.31            | \$ 1,591.93            |
| FC 120                 | \$ 263,069.43        | 76.1885%                | \$ 200,428.61         | \$ 200,428.61            | \$ -                   |
| FC 130                 | \$ 302,979.39        | 83.6908%                | \$ 253,566.02         | \$ 253,566.02            | \$ -                   |
| FC 150                 | \$ 9,036.00          | 100.0000%               | \$ 9,036.00           | \$ 9,036.00              | \$ -                   |
| FC 161                 | \$ 45,535.88         | 98.0992%                | \$ 44,670.34          | \$ 44,670.34             | \$ -                   |
|                        | <u>\$ 792,301.48</u> | <u>85.03%</u>           | <u>\$ 673,715.21</u>  | <u>\$ 672,123.28</u>     | <u>\$ 1,591.93</u>     |
| Total Due This Invoice |                      |                         |                       |                          | <u>\$ 1,591.93</u>     |



Barry Vanderwalt, P.E.  
Project Manager

**APPROVED**  




# BILLING STATEMENT

Form 132A Rev. 9-97

**BILLING INSTRUCTIONS:** To facilitate handling and prompt payment show the information in the spaces provided below. Submit five copies. Submit a separate statement for each requisition. Charges for freight or express, if any, must be supported by the prepaid freight or express bill. This statement cannot be processed for payment without a valid vendor ID number.

Name of Payee Fort Bend County Date Dec 31, 20 04

Address 1124-52 Blume Road City & State Rosenberg, TX

Delivery Date \_\_\_\_\_ Vendor ID No. 17460019692007

| FY | S | SOURCE UNIT | DESCRIPTION                            | QUANTITY | UNIT PRICE | AMOUNT   |
|----|---|-------------|----------------------------------------|----------|------------|----------|
| 05 |   | 095         | Total Invoice                          |          | \$1,591.92 |          |
|    |   |             | 20 % Fort Bend County                  |          | 318.38     |          |
|    |   |             | 80 % Federal                           |          | 1,273.54   | 1,273.54 |
|    |   |             |                                        |          |            |          |
|    |   |             | Professional Services for FM 1464      |          |            |          |
|    |   |             | from SH 99 to FM 1093 from             |          |            |          |
|    |   |             | Nov 16, '04 to Dec 15, '04 - Inv. # 28 |          |            |          |
|    |   |             | CJS 1415-02-032                        |          |            |          |
|    |   |             |                                        |          |            |          |
|    |   |             |                                        |          |            |          |
|    |   |             |                                        |          |            |          |
|    |   |             |                                        |          |            |          |
|    |   |             | Total                                  |          |            | 1,273.54 |

IAC or MISC 122XXF5034 TXDOT PURCHASE DATE \_\_\_\_\_  
CONTRACT No: \_\_\_\_\_ REQ. NO: \_\_\_\_\_ ORDER NO: \_\_\_\_\_

## HIGHWAY

| DIST. OR DIV. | 70 THRU 79 | DETAIL      | AMOUNT     | +  | FUNC.    | OBJ. OF EXP. | TASK OR WORK ORDER | COUNTY   | SYS   | NUMBER      | S U F | CLASS |
|---------------|------------|-------------|------------|----|----------|--------------|--------------------|----------|-------|-------------|-------|-------|
| 21 22         | 23 24      | 25 THRU 41  | 42 THRU 53 | 54 | 55 56 57 | 58 59 60     | 61 62 63 64 65 66  | 67 68 69 | 70 71 | 72 73 74 75 | 76    | 77 78 |
| 12            | 76         | 1415-02-032 | 1,273.54   |    | 110      | 423          |                    |          |       |             |       |       |
| 12            | 76         | 1415-02-032 |            |    | 120      | 423          |                    |          |       |             |       |       |
| 12            | 76         | 1415-02-032 |            |    | 130      | 423          |                    |          |       |             |       |       |
| 12            | 76         | 1415-02-032 |            |    | 150      | 423          |                    |          |       |             |       |       |
| 12            | 76         | 1415-02-032 |            |    | 161      | 423          |                    |          |       |             |       |       |
| 12            |            | TOTAL       | 1,273.54   |    |          |              |                    |          |       |             |       |       |
| 12            |            |             |            |    |          |              |                    |          |       |             |       |       |
| 12            |            |             |            |    |          |              |                    |          |       |             |       |       |

Agency Verification/Audit has been performed, the services rendered and/or goods received, and the invoice(s) correctly corresponds with the authority under which procurement was made. The invoice(s) is (are) true and unpaid.

By \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT H-2**  
Texas Department of Transportation Subprovider Monitoring System

Progress Assessment Report

Contract #: 122XXF5034 Original Contract Amount: \$361,466

Date of Execution: June 25, 2002 Approved Supplemental Agreement \$430,835.48

Prime Consultant: Klotz Associates, Inc. Total Contract Amount: \$792,301.48

| HUB | DBE | Subprovider   | Type of Work  | Total Subprovider Amt. \$. | % Total Contract Amount | Amount Paid This Period \$ | Amount Paid To Date \$ | Subcontract Balance Remaining \$ |
|-----|-----|---------------|---------------|----------------------------|-------------------------|----------------------------|------------------------|----------------------------------|
|     |     | PBS&J         | Environmental | 186,485.00                 | 24                      |                            | 132,041.27             | 54,443.73                        |
|     | X   | Corrigan      | Environmental | 76,106.60                  | 10                      |                            | 69,658.31              | 6,448.27                         |
|     | X   | SES Horizon   | Engineering   | 53,042.71                  | 6                       |                            | 53,042.71              | 0.00                             |
|     |     | Weisser       | Surveying     | 296,016.41                 | 37                      |                            | 248,388.91             | 47,627.50                        |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     |               |               |                            |                         |                            |                        |                                  |
|     |     | <b>TOTALS</b> |               | 611,650.72                 | 77                      |                            | 503,131.20             | 108,519.52                       |

Fill out Progress Assessment Report with each estimate submitted, for all subcontracts, and forward as follows:

- 1 Copy with Invoice - Contract Manager, and
- 1 Copy - Juan Vega, Goal Setting Data Report Section (512) 463-6177 125 E. 11<sup>th</sup>, Austin, TX.

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

  
 Signature - Company Officer or DBE/HUB Liaison Officer

Dec 31, 2004  
 Date



Fort Bend County vendor ID: 174660019692061  
TxDOT Miscellaneous Contract No.: 122XXF-5034  
Contract Section-Job No.: CSI 1415-01-032  
King Associates Project Number: 26209

**PHK25627 - MK259411**

[illegible]



# PROGRESS REPORT

Invoice Number: 28

| TASK DESCRIPTIONS                                     |  | Klotz Associates, Inc. |            |            |               | PULSE1     |            |               |            | Cargill    |               |            |            | SES Horrocks  |            |            |               | Wessner    |            |               |  | Period Totals |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
|-------------------------------------------------------|--|------------------------|------------|------------|---------------|------------|------------|---------------|------------|------------|---------------|------------|------------|---------------|------------|------------|---------------|------------|------------|---------------|--|---------------|----|-----------|--------|----|-----------|--|----|--|----|--|----|--|----|--|----|--|----|----|-----------|
|                                                       |  | % of Task              | Task Value | % Complete | Amount Earned | Task Value | % Complete | Amount Earned | Task Value | % Complete | Amount Earned | Task Value | % Complete | Amount Earned | Task Value | % Complete | Amount Earned | Task Value | % Complete | Amount Earned |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| Surveying (FC 150)                                    |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 100%          | \$ |           | \$     |    | \$        |  | \$ |  | \$ |  | \$ |  | \$ |  | \$ |  | \$ |    | \$        |
| Wellhead Orientation Services                         |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| 1. Execute Ground Survey of Wellhead Area             |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| Perform Diagrammatic Control Services                 |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| 1. Execute Loss in Specific Topography of Interest    |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| Sub Totals - Function Code 150                        |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| Drainage (FC 161)                                     |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| Task 1                                                |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| Project Management and Coordination                   |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| a. Meetings with TADOT (coordination)                 |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 95%           | \$ | 3,832.86  | 100%   | \$ | 3,832.86  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 3,832.86  |
| b. Meetings with Local Agencies                       |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 55%           | \$ | 2,303.66  | 100%   | \$ | 2,303.66  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 2,303.66  |
| c. Data Collection                                    |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 65%           | \$ | 2,636.58  | 100%   | \$ | 2,636.58  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 2,636.58  |
| d. Project Management (Administration)                |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 55%           | \$ | 2,234.40  | 100%   | \$ | 2,234.40  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 2,234.40  |
| 2. Culvert Analysis for Alternative Alignment - three |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| a. Drainage Area Map                                  |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 55%           | \$ | 2,084.72  | 100%   | \$ | 2,084.72  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 2,084.72  |
| b. Hydraulic and Normal Depth Calculations            |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 115%          | \$ | 4,633.60  | 97%    | \$ | 4,493.68  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 4,633.60  |
| c. Culvert Analysis No Alternative Alignment - four   |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| a. Drainage Area Map                                  |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 45%           | \$ | 1,786.45  | 96%    | \$ | 1,714.99  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 1,786.45  |
| b. Hydraulic Cross-Section Modeling                   |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 100%          | \$ | 4,260.26  | 96%    | \$ | 4,089.85  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 4,260.26  |
| c. Hydraulic Cross-Section Modeling                   |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 100%          | \$ | 4,260.26  | 96%    | \$ | 4,089.85  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 4,260.26  |
| d. Hydraulic Cross-Section Modeling                   |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 100%          | \$ | 4,260.26  | 96%    | \$ | 4,089.85  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 4,260.26  |
| e. Hydraulic Cross-Section Modeling                   |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 100%          | \$ | 4,260.26  | 96%    | \$ | 4,089.85  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 4,260.26  |
| f. Hydraulic Cross-Section Modeling                   |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 100%          | \$ | 4,260.26  | 96%    | \$ | 4,089.85  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 4,260.26  |
| 3. Final Plan Preparation and Highway Migration       |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| a. Final Plan Preparation                             |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 75%           | \$ | 3,127.95  | 96%    | \$ | 3,003.63  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 3,127.95  |
| b. Final Plan Preparation                             |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 145%          | \$ | 5,801.37  | 100%   | \$ | 5,801.37  |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 5,801.37  |
| 4. Report Preparation                                 |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| a. Report Preparation                                 |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| Preliminary Engineering                               |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| a. Preliminary Engineering                            |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| b. Preliminary Engineering                            |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| c. Kick-off Meeting                                   |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| Sub Totals - Function Code 161                        |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  | 100%          | \$ | 41,043.96 | 98.05% | \$ | 40,176.42 |  |    |  |    |  |    |  |    |  |    |  |    | \$ | 41,043.96 |
| TOTAL PROJECT                                         |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| LESS PREVIOUS BILLINGS                                |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |
| AMOUNT DUE THIS INVOICE                               |  |                        |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |            |            |               |  |               |    |           |        |    |           |  |    |  |    |  |    |  |    |  |    |  |    |    |           |

# Monthly Progress Report

**Project:** FM 1464, CSJ 1415-02-032

**Date:** December 27, 2004

## Work performed during November - December 2004:

- Incorporated ultimate design layout into Diagrammatic
- Coordinate with adjacent stake holders
- Met with County Attorney to discuss driveway options at Ice House
- Revised typical sections on Diagrammatic Layout to reflect raised medians
- Executed Subcontracts to perform work in accordance with SA#3

## Work scheduled for January 2005

- Perform field work on USACE property North of FM 1093
- Coordinate with FBC Economic Development Council regarding future ROW
- Finalize ROW mapping along FM 1464 and in Prison Tract for drainage outfalls
- Finalize Diagrammatic Layout and Cost Estimate

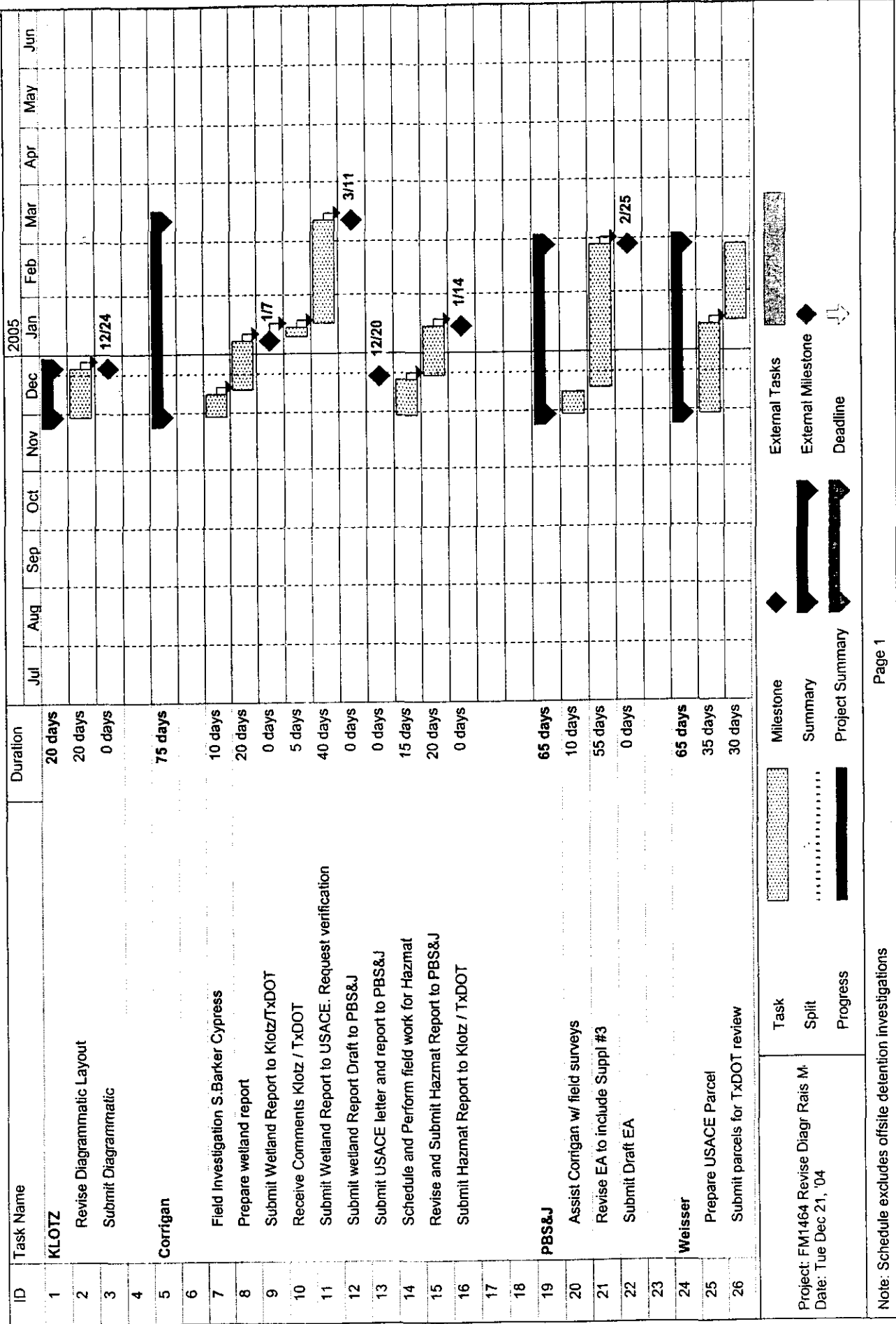
## Upcoming Milestones

- Submit revised wetland verification report to USACE in February 2004
- Public Hearing: July 28, 2005
- Submit revised EA document: March 3, 2005
- Noise Workshop: February 7, 2005
- Finalize Diagrammatic: January 14, 2005
- Finalize Revised ROW mapping: January 14, 2005
- Prepare and submit Shared Use (USACE property) documentation: January 2005

## Outstanding or Problem Issues and Action Items

None

# Attachment C Work Schedule FM 1464 Diagrammatic Study



**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

**AGENDA ITEM**

DATE SUBMITTED: 1/5/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: (043) ENGINEERING

PHONE NO.: (281) 633-7507

# 13F

COURT AGENDA DATE: 1/11/05

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO.8834 IN THE AMOUNT OF \$5,229.00 TO IDC, INC. FOR PROFESSIONAL SERVICES REGARDING ROUTE STUDY OF FM723 FROM THE BRAZOS RIVER TO NORTH OF FM359, MOBILITY BOND PROJECT#54, PCTS. 1&3. (FUND:230-043-4301-7853)

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



JAN 05 2005

**FINANCIAL SUMMARY:**



BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

Yes ( ) No ( ) N/A ( ) One Time ( )

Funding Source: Recurring ( )

Fund Agency Object N/A ( )

Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)  
If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| ( ) Auditor          | (281-341-3774) | ( ) Comm. Pct. 1 | (281-342-0587) |
| ( ) Budget Officer   | (281-344-3954) | ( ) Comm. Pct. 2 | (281-403-8009) |
| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:



One Arena Place  
7322 Southwest Frwy.  
Suite 1717  
Houston, Texas 77074

Planners - Engineers - Program Managers

Tel: (713) 541-5591  
Fax: (713) 541-3501

Bill To:  
Fort Bend County  
1124 Blume Road  
PO Box 1449  
Rosenberg, Texas 77471-1449  
Attn: Jesse Hegemier

Date: Jan. 3, 2005  
Invoice # 8834  
Project #: 402-0100  
PO # PC04300002704  
Net 30 Days

For Professional Services Nov. 29, 2004 through Dec. 31, 2004  
FM723: From Brazos River to North of FM359

### SUMMARY

| Task Description                   | Contract Amt.     | Percent Complete | Invoiced to Date | Previously Invoiced | Amount of Invoice |
|------------------------------------|-------------------|------------------|------------------|---------------------|-------------------|
| <b>Task 2 Diagrammatic Layout</b>  |                   |                  |                  |                     |                   |
| 1. TXDot Coord.                    | \$ 6,984          | 25%              | \$ 1,746         | \$ 1,746            | \$ -              |
| 2. Develop Base Maps               | \$ 4,525          | 85%              | \$ 3,846         | \$ 3,394            | \$ 452            |
| 3. Constraints Mapping             | \$ 4,430          | 70%              | \$ 3,101         | \$ 3,101            | \$ -              |
| 4. Diagrammatic Layout             | \$ 66,904         | 30%              | \$ 20,071        | \$ 16,725           | \$ 3,346          |
| 5. H&H Investigation               | \$ 21,403         | 65%              | \$ 13,911        | \$ 12,841           | \$ 1,070          |
| 6. Prep Engr. Summary Letter       | \$ 5,903          | 0%               | \$ -             | \$ -                | \$ -              |
| <b>Total Task:</b>                 | <b>\$ 110,149</b> | <b>39%</b>       | <b>\$ 42,675</b> | <b>\$ 37,807</b>    | <b>\$ 4,868</b>   |
| <b>Task 3-Environmental Assess</b> |                   |                  |                  |                     |                   |
| 1. Coord. W/ TxDot Consult         | \$ 7,221          | 25%              | \$ 1,805         | \$ 1,444            | \$ 361.00         |
| <b>Total Task:</b>                 | <b>\$ 7,221</b>   | <b>25%</b>       | <b>\$ 1,805</b>  | <b>\$ 1,444</b>     | <b>\$ 361.00</b>  |
| <b>Task 4-Surveying</b>            |                   |                  |                  |                     |                   |
| 1. Coord. W/Surveyor               | \$ 5,962          | 90%              | \$ 5,364         | \$ 5,364            | \$ -              |
| 2. Surveying Costs                 | \$ 18,112         | 90%              | \$ 16,301        | \$ 16,301           | \$ -              |
| <b>Total Task:</b>                 | <b>\$ 24,074</b>  | <b>90%</b>       | <b>\$ 21,665</b> | <b>\$ 21,665</b>    | <b>\$ -</b>       |
| <b>Total Project:</b>              | <b>\$ 141,444</b> | <b>47%</b>       | <b>\$ 66,145</b> | <b>\$ 60,916</b>    | <b>\$ 5,229</b>   |

Remit Payment To:

IDC  
Attn: Christine Garcia  
One Arena Place  
7322 Southwest Freeway, Suite 1717  
Houston, TX 77074

**APPROVED**  
DPA

af



---

Planners – Engineers – Program Managers

**FM 723: Brazos River to North of FM 359  
PROGRESS REPORT NO. 6  
WORK AUTHORIZATION #1  
ROUTE & DESIGN STUDY  
DECEMBER 2004**

**Activities During Current Reporting Period**

**Task 2.1: TxDOT Coordination**

1. No activity this period.

**Task 2.2: Develop Base Maps**

1. Verified existing ROW limits on base map.

**Task 2.3: Constraints Mapping**

1. No activity this period.

**Task 2.4: Diagrammatic Layout**

1. Continued developing preliminary horizontal alignment.
2. Began developing roadway cross-sections.

**Task 2.5: H & H Investigation**

1. Continued to evaluate proposed conditions.

**Task 2.6: Prepare Engineer Summary Letter**

1. No activity this period.

**Task 3.1: Coordinate with TxDOT Environmental Consultant**

1. Discussed project with environmental consultant, KBR.

**Task 4.1: Coordinate with Surveyor**

1. No activity this period.

**Task 4.2: Surveying**

1. No activity this period.
-

### **Anticipated Activities Next Reporting Period**

1. Continue developing horizontal alignment and vertical profile alternatives.
2. Complete proposed conditions drainage area map.
3. Continue coordination with environmental consultant.
4. Pick-up additional field data needed for base map.

### **Outstanding Items**

1. Input from environmental consultant for environmental constraints map.

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

**AGENDA ITEM**

DATE SUBMITTED: 1/5/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA

COURT AGENDA DATE: 1/11/05

DEPARTMENT: (043) ENGINEERING  
PHONE NO.: (281) 633-7507

# 13  
G-R

SUMMARY OF ITEM: APPROVE A FINAL INSPECTION OF THE SUBDIVISION ROADS AS FOLLOWS:

(1) CINCO RANCH WEST, SECTION 10 (PRIVATE STREETS) (2) CINCO RANCH WEST, SECTION 14, PRIVATE STREETS  
(3) GREATWOOD SECTION T-270 (4) GREATWOOD STONEBRIDGE, SECTION 3 (5) CINCO RANCH PH1093 TRACT  
(6) THE GREENS AT WILLOW FORK, SECTION 2 (PRIVATE STREETS) (7) FALCON LANDING BOULEVARD (8) BAY HILL BOULEVARD  
(9) FALCON LANDING, SECTION 8 (PRIVATE STREETS) (10) FALCON LANDING, SECTION 7 (11) FALCON LANDING, SECTION 1  
RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



**FINANCIAL SUMMARY:**

JAN 05 2005

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

Yes ( ) No ( ) N/A ( ) One Time ( )

Funding Source: Recurring ( )

Fund Agency Object N/A ( )



Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
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| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

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3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**



**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# BE1840352 \$ 558,400.00

PRINCIPAL: Westbrook Cinco West, L.P.

SURETY: Gulf Insurance Company

**BOND RIDER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

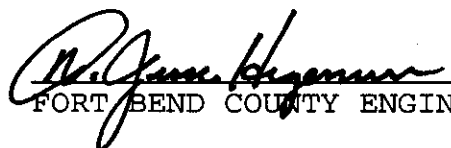
CONSTRUCTION PROJECT (Name or location):

**CINCO RANCH WEST, SECTION 10**

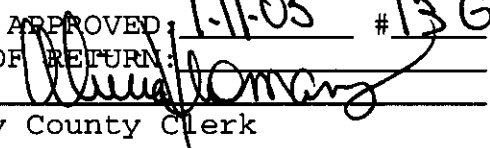
RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn  
Newland Communities  
10235 W. Little York Rd., Suite 300  
Houston, Texas 77040

AGREED:

  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-11-05 # 136  
DATE OF RETURN: \_\_\_\_\_  
BY:   
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Cinco Ranch West, Section 10 (PRIVATE STREETS)**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets are private and will be maintained by the Heritage Grand Homeowner's Association.

The current bond is # BE1840352 in the amount of \$ 558,400.00. Release bond to:

Ms. Roxanna Weishuhn  
Newland Communities  
10235 W. Little York Rd., Suite 300  
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan D. Hatcher", is written over a horizontal line.

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Richard Albrecht, Turner, Collie & Braden, Inc.  
Mr. Louis Evans, Newland Communities  
Mr. Phillip Hassell, Hassell Construction  
Mr. Roby Tate, FBC Road & Bridge  
Mr. Scott Wieghat, FBC Road & Bridge  
File



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

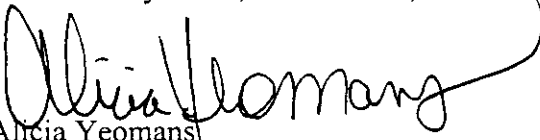
January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|             |                                                                                                             |              |
|-------------|-------------------------------------------------------------------------------------------------------------|--------------|
| BOND#       | BE1840352                                                                                                   | \$558,400.00 |
| SUBDIVISION | Cinco Ranch West, Section 10                                                                                |              |
| PRINCIPAL   | Westbrook Cinco West, L.P.                                                                                  |              |
| SURETY      | Gulf Insurance Company                                                                                      |              |
| RELEASE TO  | Ms. Roxanna Weishuhn<br>Newland Communities<br>10235 W. Little York Road, Suite 300<br>Houston, Texas 77040 |              |

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

  
Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# 5000002 \$ 146,550.00

PRINCIPAL: Westbrook Cinco West, L.P.

SURETY: Bond Safeguard Insurance Company

**BOND RIDER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

CONSTRUCTION PROJECT (Name or location):

**CINCO RANCH WEST, SECTION 14**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn

Newland Communities

10235 W. Little York Rd., Suite 300

Houston, Texas 77040

AGREED:

  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 11-05 # 13H  
DATE OF RETURN: \_\_\_\_\_  
BY: Alma Thomas  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Cinco Ranch West, Section 14 (PRIVATE STREETS)**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets are private and will be maintained by the Heritage Grand Homeowner's Association.

The current bond is # 5000002 in the amount of \$ 146,550.00. Release bond to:

Ms. Roxanna Weishuhn  
Newland Communities  
10235 W. Little York Rd., Suite 300  
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

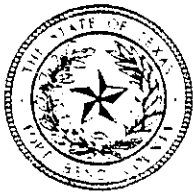
Sincerely,

A handwritten signature in black ink, appearing to read "Nathan D. Hatcher".

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Richard Albrecht, Turner, Collie & Braden, Inc.  
Mr. Louis Evans, Newland Communities  
Mr. Phillip Hassell, Hassell Construction  
Mr. Roby Tate, FBC Road & Bridge  
Mr. Scott Wiegat, FBC Road & Bridge  
File



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

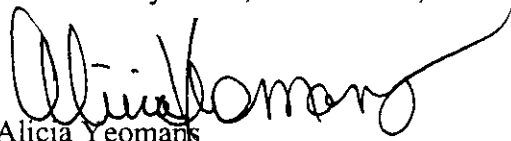
January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|             |                                                                                                             |              |
|-------------|-------------------------------------------------------------------------------------------------------------|--------------|
| BOND#       | 5000002                                                                                                     | \$146,550.00 |
| SUBDIVISION | Cinco Ranch West, Section 14                                                                                |              |
| PRINCIPAL   | Westbrook Cinco West, L.P.                                                                                  |              |
| SURETY      | Bond Safeguard Insurance Company                                                                            |              |
| RELEASE TO  | Ms. Roxanna Weishuhn<br>Newland Communities<br>10235 W. Little York Road, Suite 300<br>Houston, Texas 77040 |              |

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

  
Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# B34228719 \$ 91,490.00

PRINCIPAL: D & W Construction, Inc. & Houston Area Dev. Corp.  
SURETY: Gulf Insurance Company

**BOND RIDER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

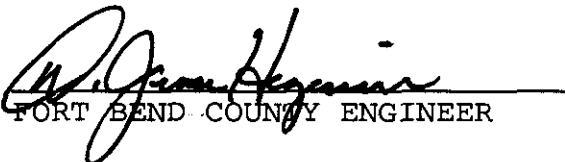
CONSTRUCTION PROJECT (Name or location):

**FALCON LANDING, SECTION 8**

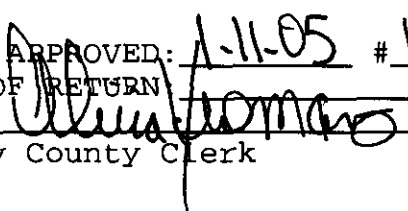
RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Robert Decrosta, Jr.  
D & W Construction  
4900 Woodway, Suite 1220  
Houston, Texas 77056

AGREED:

  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-11-05 # 137  
DATE OF RETURN  
BY:   
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Falcon Landing, Section 8 (PRIVATE STREETS)**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets are private and will be maintained by the Homeowner's Association.

The current bond is # B34228719 in the amount of \$ 91,490.00 . Release bond to:

Mr. Robert Decrosta, Jr.  
D&W Construction  
4900 Woodway, Suite 1220  
Houston, Texas 77056

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Asim Tufail, VanDeWiele Engineering, Inc.  
Mr. Sam Yeager, Houston Area Development Corp.  
Mr. Robert Decrosta, D&W Construction  
Mr. Roby Tate, FBC Road & Bridge  
Mr. Scott Weighat, FBC Road & Bridge  
File





DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

---

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|             |                                                                                                    |             |
|-------------|----------------------------------------------------------------------------------------------------|-------------|
| BOND#       | B34228719                                                                                          | \$91,490.00 |
| SUBDIVISION | Falcon Landing Section Eight                                                                       |             |
| PRINCIPAL   | D & W Construction, Inc.                                                                           |             |
| SURETY      | Houston Area Development Corporation                                                               |             |
| RELEASE TO  | Mr. Robert Decrosta, Jr.<br>D & W Construction<br>4900 Woodway, Suite 1220<br>Houston, Texas 77056 |             |

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

  
Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# KC0749 \$ 154,000.00

PRINCIPAL: Harris Construction Co. & O'Connor Ventures, Inc.  
SURETY: Fidelity and Guaranty Ins. Underwriters, Inc.

**BOND RIDER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

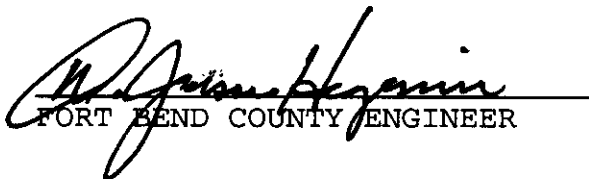
CONSTRUCTION PROJECT (Name or location):

**GREENS AT WILLOW FORK, SECTION 2**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

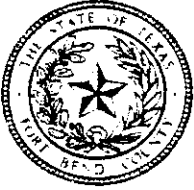
Mr. Glenn S. Harris  
Harris Construction Co.  
6602 Guhn Rd.  
Houston, Texas 77040

AGREED:

  
PORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 1-11-05 # 135  
DATE OF RETURN: \_\_\_\_\_  
BY: Alma Thomas  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: The Greens at Willow Fork, Section 2 (PRIVATE STREETS)**

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets are private and will be maintained by the Homeowner's Association.

The current bond is # KC0749 in the amount of \$ 154,000.00. Release bond to:

Mr. Glen Harris  
Harris Construction Company  
6602 Guhn Road  
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

*Michelle Holley-Lira*

Michelle Holley-Lira, E.I.T.  
Assistant to County Engineer

MHL/mjs

cc: Mr. Larry Weppler, Jones & Carter, Inc.  
Mr. Michael Kim, O'Connor Ventures, Inc., DBA: Pro West Development, Inc.  
Mr. Glen Harris, Harris Construction, Company  
Mr. Roby Tate, FBC Road & Bridge  
File



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
www.co.fort-bend.tx.us

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

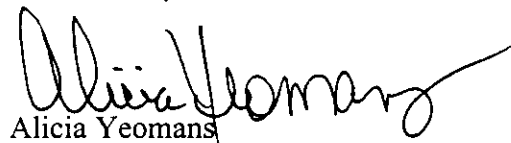
January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|             |                                                                                              |              |
|-------------|----------------------------------------------------------------------------------------------|--------------|
| BOND#       | KC0749                                                                                       | \$154,000.00 |
| SUBDIVISION | Greens at Willow Fork Section Two                                                            |              |
| PRINCIPAL   | Harris Construction Company and O'Connor Ventures, Inc.                                      |              |
| SURETY      | Fidelity and Guaranty Insurance Underwriters, Inc.                                           |              |
| RELEASE TO  | Mr. Glenn S. Harris<br>Harris Construction Company<br>6602 Guhn Road<br>Houston, Texas 77040 |              |

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

  
Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# SRE1000222 \$ 170,870.00

PRINCIPAL: Westbrook Greatwood, L.P.

SURETY: Lyndon Property Insurance Company

**BOND RIDER**

# \_\_\_\_\_ \$ \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

SURETY: \_\_\_\_\_

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

CONSTRUCTION PROJECT (Name or location):

**GREATWOOD SECTION T-270**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn

Newland Communities

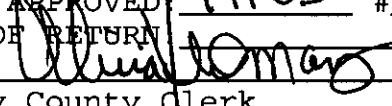
10235 W. Little York Rd., Suite 300

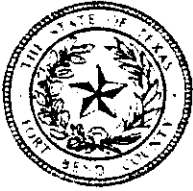
Houston, Texas 77040

AGREED:

  
PORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 1-11-05 # 13K  
DATE OF RETURN: \_\_\_\_\_  
BY:   
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer  
December 29, 2004

Commissioner Tom D. Stavinoha  
Fort Bend County Precinct 1  
P.O. Box 762  
Richmond, Texas 77406-0762

**RE: Greatwood Section T-270**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                      |                 |
|----------------------|-----------------|
| Silver Pond Drive    | 1,321.50 LF     |
| Silver Pond Court    | 339.10 LF       |
| Sterling Green Court | <u>655.4 LF</u> |
| TOTAL:               | 2,316.00 LF     |

The current bond is # SRE1000222 in the amount of \$ 170,870.00. Release bond to:

Ms. Roxanna Weishuhn  
Newland Communities  
10235 W. Little York, Suite 300  
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

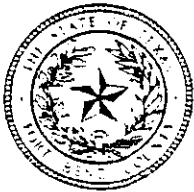
Sincerely,

*Michelle Holley-Lira*

Michelle Holley-Lira, E.I.T.  
Assistant to County Engineer

MHL/mjs

cc: Mr. Robert Devillier, Jr., P.E., Turner Collie & Braden, Inc.  
Mr. Richard Allbrecht, Turner Collie & Braden, Inc.  
Mr. Louis Evans, Terrabrook  
Mr. Phillip Hassell, Hassell Construction Co.  
Mr. Roby Tate, FBC Road & Bridge  
File



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|             |                                                                                                             |              |
|-------------|-------------------------------------------------------------------------------------------------------------|--------------|
| BOND#       | SRE1000222                                                                                                  | \$170,870.00 |
| SUBDIVISION | Greatwood Section T-270                                                                                     |              |
| PRINCIPAL   | Westbrook Greatwood, LP                                                                                     |              |
| SURETY      | Lyndon Property Insurance Company                                                                           |              |
| RELEASE TO  | Ms. Roxanna Weishuhn<br>Newland Communities<br>10235 W. Little York Road, Suite 300<br>Houston, Texas 77040 |              |

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

  
Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# 5000038 \$ 258,100.00

PRINCIPAL: Westbrook Greatwood, L.P.

SURETY: Bond Safeguard Insurance Company

**BOND RIDER**

# 5000038 \$ 129,050.00

PRINCIPAL: Westbrook Greatwood, L.P.

SURETY: Bond Safeguard Insurance Company

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

CONSTRUCTION PROJECT (Name or location):

**GREATWOOD STONEBRIDGE, SECTION 3**

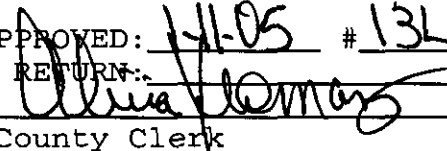
RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn  
Newland Communities  
10235 W. Little York Rd., Suite 300  
Houston, Texas 77040

AGREED:

  
PORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 11-05 # 13L  
DATE OF RETURN: \_\_\_\_\_  
BY:   
Deputy County Clerk





## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 29, 2004

Commissioner Tom D. Stavinoha  
Fort Bend County Precinct 1  
P.O. Box 762  
Richmond, Texas 77406-0762

**RE: Greatwood Stonebridge, Section 3**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                      |                  |
|----------------------|------------------|
| Shadow Leaf Drive    | 160.00 LF        |
| Eagle Run Court      | 107.60 LF        |
| Lavender Field Court | 225.60 LF        |
| Lavender Field Drive | 1,159.00 LF      |
| Morningstar Drive    | 904.60 LF        |
| Boulder Oaks Lane    | 331.50 LF        |
| Carriage Point Drive | 790.50 LF        |
| Stoneleigh Drive     | 549.70 LF        |
| Rockwall Court       | 295.60 LF        |
| Stoneleigh Court     | <u>250.80 LF</u> |
| TOTAL:               | 4,774.90 LF      |

The current bond is # 5000038 in the amount of \$ 129,050.00. Release bond to:

Ms. Roxanna Weishuhn  
Newland Communities  
10235 W. Little York Road, Suite 300  
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

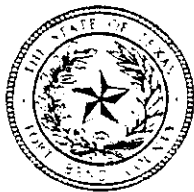
Sincerely,

*Michelle Holley-Lira*

Michelle Holley-Lira, E.I.T.  
Assistant to County Engineer

MHL/mjs

cc: Mr. Richard Albrecht, Turner Collie & Braden, Inc.  
Mr. Louis Evans, Terrabrook  
Mr. Scott Greene, Durwood Greene Construction, Co.  
Mr. Roby Tate, FBC Road & Bridge  
File



## **FORT BEND COUNTY CLERK**

DIANNE WILSON, Ph.D.  
COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
www.co.fort-bend.tx.us

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|             |                                                                                                             |              |
|-------------|-------------------------------------------------------------------------------------------------------------|--------------|
| BOND RIDER# | 5000038                                                                                                     | \$129,050.00 |
| SUBDIVISION | Greatwood Stonebridge, Section 3                                                                            |              |
| PRINCIPAL   | Westbrook Greatwood, L.P.                                                                                   |              |
| SURETY      | Bond Safeguard Insurance Company                                                                            |              |
| RELEASE TO  | Ms. Roxanna Weishuhn<br>Newland Communities<br>10235 W. Little York Road, Suite 300<br>Houston, Texas 77040 |              |

Also, enclosed are the following original bonds:

|       |         |              |
|-------|---------|--------------|
| Bond# | 5000038 | \$258,100.00 |
|-------|---------|--------------|

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# K07044926 \$ 174,800.00

PRINCIPAL: Westbrook Cinco East, L.P.

SURETY: Westchester Fire Insurance Company

**BOND RIDER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

CONSTRUCTION PROJECT (Name or location):

**CINCO RANCH FM 1093 TRACT**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn  
Newland Communities  
10235 W. Little York Rd., Suite 300  
Houston, Texas 77040

AGREED:

  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-11-05 # 13M  
DATE OF RETURN: \_\_\_\_\_  
BY: Alvin Plomans  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer  
December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Cinco Ranch FM 1093 Tract**

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                       |                  |
|-----------------------|------------------|
| Southchase Trail Lane | 200.00 LF        |
| Somerset Park Lane    | 1,469.20 LF      |
| Manor Hollow Lane     | 352.00 LF        |
| Barker Canyon Lane    | 748.00 LF        |
| Lauderwick Court      | 205.00 LF        |
| Brighton Hill Lane    | <u>336.10 LF</u> |
| TOTAL:                | 3,310.30 LF      |

The current bond is # K07044926 in the amount of \$ 174,800.00. Release bond to:  
Ms. Roxanna Weishuhn  
Newland Communities  
10235 W. Little York Road, Suite 300  
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

*Michelle Holley-Lira*

Michelle Holley-Lira, E.I.T.  
Assistant to County Engineer

MHL/mjs

cc: Mr. Curtis H. Villarreal, P.E., Turner Collie & Braden, Inc.  
Mr. Louis Evans, Newland Communities  
Mr. Phillip Hassell, Hassell Construction Co.  
Mr. Roby Tate, FBC Road & Bridge

File  
P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
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Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

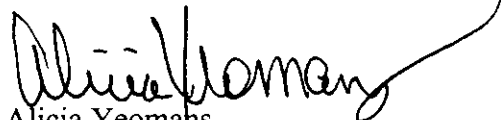
January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

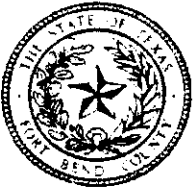
**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|             |                                                                                                             |              |
|-------------|-------------------------------------------------------------------------------------------------------------|--------------|
| BOND#       | K07044926                                                                                                   | \$174,800.00 |
| SUBDIVISION | Cinco Ranch FM 1093 Tract                                                                                   |              |
| PRINCIPAL   | Westbrook Cinco East, LP                                                                                    |              |
| SURETY      | Westchester Fire Insurance Company                                                                          |              |
| RELEASE TO  | Ms. Roxanna Weishuhn<br>Newland Communities<br>10235 W. Little York Road, Suite 300<br>Houston, Texas 77040 |              |

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

  
Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Falcon Landing, Section 1**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. This portion is from the Grand Parkway (SH99) to 75 LF East of Falcon Landing Boulevard. The street, along with their footage length; is as follows:

|                    |             |
|--------------------|-------------|
| Bay Hill Boulevard | 1,019.08 LF |
|--------------------|-------------|

The current bond was previously released.

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Asim Tufail, VanDeWiele Engineering, Inc.  
Mr. Sam Yeager, Houston Area Development Corp.  
Mr. Robert Decrosta, D&W Construction  
Mr. Roby Tate, FBC Road & Bridge  
Mr. Scott Weighat, FBC Road & Bridge  
File

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# 1396571 \$ 397,800.00

PRINCIPAL: D & W Construction, Inc. & Houston Area Dev. Corp.  
SURETY: Universal Surety of America

**BOND RIDER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

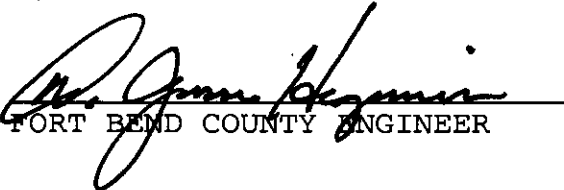
CONSTRUCTION PROJECT (Name or location):

**BAY HILL BOULEVARD**

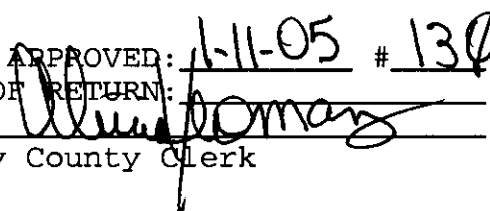
RELEASE DOCUMENT(S) TO THE FOLLOWING:

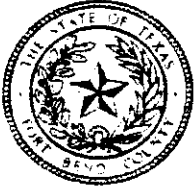
Mr. Robert Decrosta, Jr.  
D & W Construction  
4900 Woodway, Suite 1220  
Houston, Texas 77056

AGREED:

  
PORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-11-05 # 130  
DATE OF RETURN: \_\_\_\_\_  
BY:   
Deputy County Clerk



**FORT BEND COUNTY ENGINEERING**  
Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer  
December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Bay Hill Boulevard**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                          |                 |
|--------------------------|-----------------|
| Bay Hill Boulevard       | 3,980.00 LF     |
| Falcon Landing Boulevard | <u>75.00 LF</u> |
| TOTAL:                   | 4,055.00 LF     |

The current bond is # 1396571 in the amount of \$ 397,800.00. Release bond to:

Mr. Robert Decrosta, Jr.  
D & W Construction  
4900 Woodway, Suite 1220  
Houston, Texas 77056

If you should have any questions or need additional information please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan D. Hatcher", is written over the word "Sincerely,".

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Asim Tufail, VanDeWiele Engineering, Inc.  
Mr. Sam Yeager, Houston Area Development Corp.  
Mr. Robert Decrosta, D&W Construction  
Mr. Roby Tate, FBC Road & Bridge  
Mr. Scott Weighat, FBC Road & Bridge  
File





DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
www.co.fort-bend.tx.us

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|              |                |                     |
|--------------|----------------|---------------------|
| <b>BOND#</b> | <b>1396571</b> | <b>\$397,800.00</b> |
|--------------|----------------|---------------------|

|                  |                                                                                 |
|------------------|---------------------------------------------------------------------------------|
| <b>PRINCIPAL</b> | <b>D &amp; W Construction Inc. and<br/>Houston Area Development Corporation</b> |
|------------------|---------------------------------------------------------------------------------|

|               |                                    |
|---------------|------------------------------------|
| <b>SURETY</b> | <b>Universal Surety of America</b> |
|---------------|------------------------------------|

|                   |                                                                                                                  |
|-------------------|------------------------------------------------------------------------------------------------------------------|
| <b>RELEASE TO</b> | <b>Mr. Robert Decrosta, Jr.<br/>D &amp; W Construction<br/>4900 Woodway, Suite 1220<br/>Houston, Texas 77056</b> |
|-------------------|------------------------------------------------------------------------------------------------------------------|

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# CMS 203304 \$ 113,200.00

PRINCIPAL: Houston Area Dev. Corp.

SURETY: RLI Insurance Company

**BOND RIDER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

CONSTRUCTION PROJECT (Name or location):

**FALCON LANDING BOULEVARD**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Sam Yeager

Houston Area Development Corporation

800 Bering Dr., Suite 103

Houston, Texas 77057

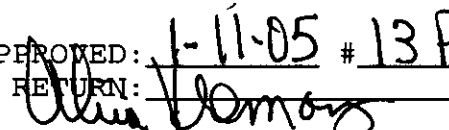
AGREED:

  
PORT BEND COUNTY ENGINEER

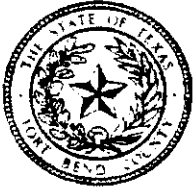
\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-11-05 # 13P

DATE OF RETURN: \_\_\_\_\_

BY:  \_\_\_\_\_

Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer  
December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Falcon Landing Boulevard**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                          |             |
|--------------------------|-------------|
| Falcon Landing Boulevard | 1,057.03 LF |
|--------------------------|-------------|

The current bond is # CMS203304 in the amount of \$ 113,200.00. Release bond to:

Mr. Sam Yeager  
Houston Area Development Corp.  
800 Bering Drive, Suite 301  
Houston, Texas 77057

If you should have any questions or need additional information please feel free to call.

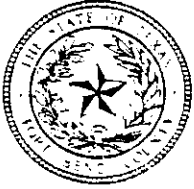
Sincerely,

A handwritten signature in black ink, appearing to read "Nathan D. Hatcher", is written over the word "Sincerely,".

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Asim Tufail, VanDeWiele Engineering, Inc.  
Mr. Sam Yeager, Houston Area Development Corp.  
Mr. Robert Decrosta, D&W Construction  
Mr. Roby Tate, FBC Road & Bridge  
Mr. Scott Weighat, FBC Road & Bridge  
File



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

---

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|             |                                                                                                               |              |
|-------------|---------------------------------------------------------------------------------------------------------------|--------------|
| BOND#       | CMS 203304                                                                                                    | \$113,200.00 |
| SUBDIVISION | Falcon Landing Boulevard Plat                                                                                 |              |
| PRINCIPAL   | Houston Area Development Corporation                                                                          |              |
| SURETY      | RLI Insurance Company                                                                                         |              |
| RELEASE TO  | Mr. Sam Yeager<br>Houston Area Development Corporation<br>800 Bering Drive, Suite 103<br>Houston, Texas 77057 |              |

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT:

check one or more documents per project

**BOND**

# CMS 203303 \$ 20,500.00

PRINCIPAL: Houston Area Dev. Corp.

SURETY: RLI Insurance Company

**BOND RIDER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**LETTER OF CREDIT**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

**OTHER**

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

CONSTRUCTION PROJECT (Name or location):

**FALCON LANDING BOULEVARD EXTENSION**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Sam Yeager

Houston Area Development Corporation

800 Bering Dr., Suite 103

Houston, Texas 77057

AGREED:

  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-11-05 # 130  
DATE OF RETURN: \_\_\_\_\_  
BY: Olivia Roman  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Falcon Landing Boulevard Extension**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                          |           |
|--------------------------|-----------|
| Falcon Landing Boulevard | 204.80 LF |
|--------------------------|-----------|

The current bond is # CMS203303 in the amount of \$ 20,500.00. Release bond to:

Mr. Sam Yeager  
Houston Area Development Corp.  
800 Bering Drive, Suite 301  
Houston, Texas 77057

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Asim Tufail, VanDeWiele Engineering, Inc.  
Mr. Sam Yeagar, Houston Area Development Corp.  
Mr. Robert Decrosta, D&W Construction  
Mr. Roby Tate, FBC Road & Bridge  
Mr. Scott Weighat, FBC Road & Bridge  
File



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

---

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 18, 2005

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

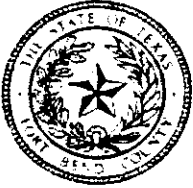
|             |                                                                                                               |             |
|-------------|---------------------------------------------------------------------------------------------------------------|-------------|
| BOND#       | CMS 203303                                                                                                    | \$20,500.00 |
| SUBDIVISION | Falcon Landing Boulevard Extension                                                                            |             |
| PRINCIPAL   | Houston Area Development Corporation                                                                          |             |
| SURETY      | RLI Insurance Company                                                                                         |             |
| RELEASE TO  | Mr. Sam Yeager<br>Houston Area Development Corporation<br>800 Bering Drive, Suite 103<br>Houston, Texas 77057 |             |

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

  
Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

13R



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 29, 2004

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Falcon Landing, Section 7**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The street, along with their footage length; is as follows:

|                   |           |
|-------------------|-----------|
| Falcon Park Drive | 966.47 LF |
|-------------------|-----------|

The bond was previously released with the portion of the plat containing the private streets.

If you should have any questions or need additional information please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan D. Hatcher", is written over the word "Sincerely,".

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Asim Tufail, VanDeWiele Engineering, Inc.  
Mr. Sam Yeager, Houston Area Development Corp.  
Mr. Robert Decrosta, D&W Construction  
Mr. Roby Tate, FBC Road & Bridge  
Mr. Scott Weighat, FBC Road & Bridge  
File



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11 day of January, 20 05, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Verizon Communications

Job Location Avenue E

Dated 1-4-05 Bond No. 82781, Permit No. 82976

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, 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.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
  - a) 48 hours in advance of construction start up, and
  - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator  
Fort Bend County Engineering  
P.O. Box 1449  
Rosenberg, Texas 77471-1449  
281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]  
County Engineer

By N/A  
Drainage District Engineer/Manager

Presented to Commissioners Court  
and approved.

Recorded in Volume \_\_\_\_\_  
Minutes of Commissioners Court.

Clerk of Commissioners Court

By [Signature]  
Deputy

Revised 12/22/99

**Engineering Department**

**1124 Blume Rd.**  
**Phone: (281)342-3039**

PERMIT NO. 082976

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY  
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES  
IN FORT BEND COUNTY

APPLICANT'S JOB NO.

PERMIT NO. 82976 PCT. NO. 2

BOND NO. 82781

Formal notice is hereby given that VERIZON proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

| Road or<br>Ditch Name | Distance & Direction From<br>Nearest Intersection | Length of<br>Crossing | Type of Construction |        |        |       |
|-----------------------|---------------------------------------------------|-----------------------|----------------------|--------|--------|-------|
|                       |                                                   |                       | Bored                | Jacked | Driven | Cased |
| AVE E                 | 50' WEST OF FM 1092 (STA. 0+00)                   | 90'                   | X                    |        |        |       |
|                       |                                                   |                       |                      |        |        |       |
|                       |                                                   |                       |                      |        |        |       |

Along Roads and/or Drainage Ditches

| Road or<br>Ditch Name | Distance & Direction From<br>Nearest Intersection | To        | Distance |
|-----------------------|---------------------------------------------------|-----------|----------|
|                       |                                                   |           |          |
| AVE E                 | 50' WEST OF FM 1092 (STA.0+90)                    | STA. 1+65 | 75'      |
|                       |                                                   |           |          |
|                       |                                                   |           |          |

General Description

BEGINNING AT STA.0+00 LOCATED 50 FOOT WEST OF FM 1092 BORING NORTH TO STA. 0+90. THENCE BURYING WEST 3 FEET OFF OF THE NORTHERN MOST RIGHT OF WAY TO STA. 1+65. BORING ALL ROADS AND DRIVES. MAINTAINING A MINIMUM GROUND COVER OF 36 INCHES.

The and description of the proposed installation and appurtances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3<sup>rd</sup> day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 24 when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering  
P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: VERIZON COMMUNICATIONS

(Signature)  
NAME & TITLE: TOM E TULEY  
SUPERVISOR-NETWORK ENGINEERING  
(Please Print)

DATE: DECEMBER 27, 2004

ADDRESS: 1010 STAFFORDSHIRE RD.

(Street/P.O. Box)

STAFFORD

TX.

77477

City

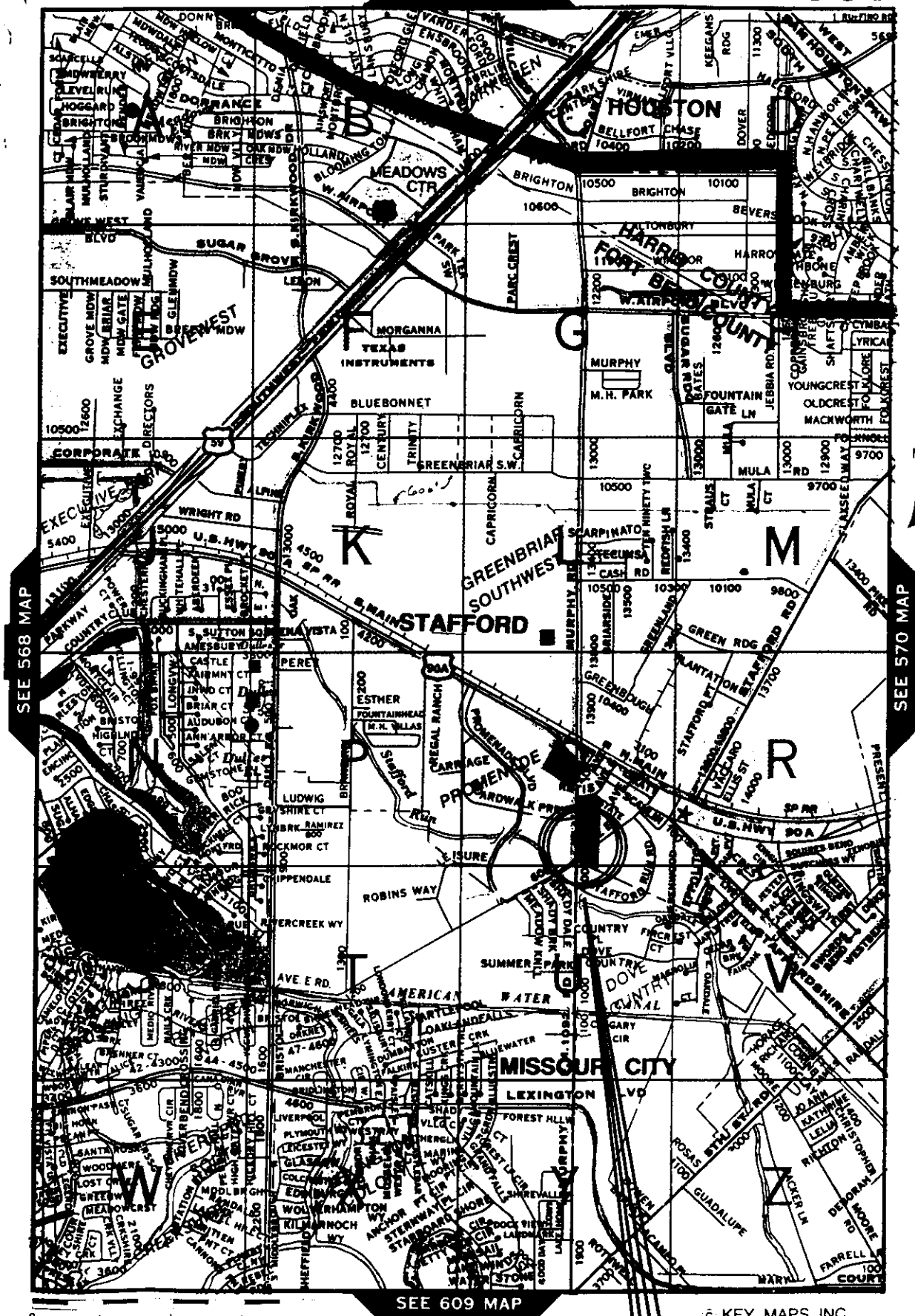
State

Zip

TELEPHONE NO: 281-499-3211

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

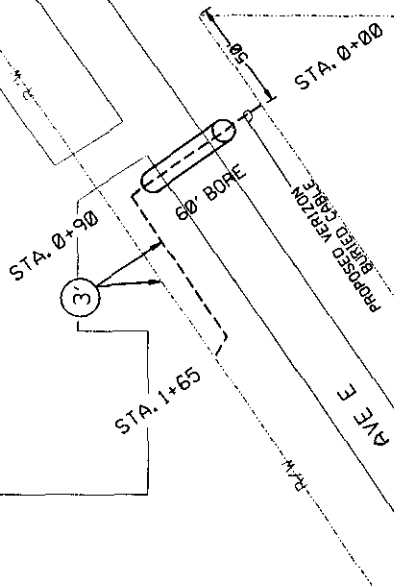
AS PER ORIGINAL



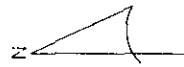
© KEY MAPS INC.

STAFFORD  
 5483-3POO1YS  
 WORK LOCATION

|     |     |     |     |     |
|-----|-----|-----|-----|-----|
| 448 | 444 | 440 | 436 | 432 |
|     |     |     |     |     |



FM 1092



NOTE AREA — BURY CABLE 3 FOOT OFF OF EXISTING RIGHT OF WAY.  
 MAINTAIN A MINIMUM GROUND COVER OF 36 INCHES.  
 RESTORE RIGHT OF WAY TO ORIGINAL OR BETTER CONDITION.

COUNTY PERMIT

| VERIZON                                      | SII            | AREA         | STATE         | TX     |
|----------------------------------------------|----------------|--------------|---------------|--------|
| DIVISION: SOUTHWEST                          | EXCH: 5483     | REM. CD: 001 |               |        |
| W.C.: 4990                                   | WO NO.: 392015 |              |               |        |
| TITLE: STFR-PROSRV, HANDI-PLUS - 444 FM 1092 |                |              |               |        |
| TWP:                                         | RNG:           | SEC:         | SAL: xxx      |        |
| DATE: 12/20/04                               | REV. DATE:     |              | SCALE: 1"=50' |        |
| FILE: WPI-CP                                 | DRWN           | ENG          | APRVD         | PRINT  |
|                                              | TB             | TB           | TET           | 1 OF 1 |

STAFFORD

# COUNTY OF FORT BEND

## Engineering Department

P.O. Box 1449  
Rosenberg, TX 77471

Johnny Ortega  
Permit Administrator

1124 Blume Road  
Phone: 281-342-3039

### RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT (S) CAN BE RELEASED UPON ORDER OF COMMISSIONER COURT:

Check one or more documents per project  
PERPETUAL BOND

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

PERFORMANCE BOND

# 69782601 \$ 5,000.

Name: Robert Leopold dba Leopold Materials & Construction

CASHIER'S CHECK

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

RIDER TO BOND

# \_\_\_\_\_ \$ \_\_\_\_\_

Name: \_\_\_\_\_

PERMIT NUMBER (name or location:

82930

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Leopold Materials & Construction

Address: P.O. Box 14

City/State/Zip: Nada, Tx. 77460

# Robert Leopold

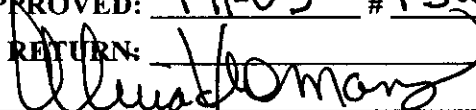
AGREED:

  
FORT BEND COUNTY ENGINEER

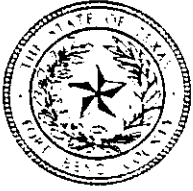
COMMISSIONER, PRECINCT# \_\_\_\_\_

COURT APPROVED: 1-11-05 # 13W

DATE OF RETURN: \_\_\_\_\_

BY: 

DEPUTY COUNTY CLERK



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

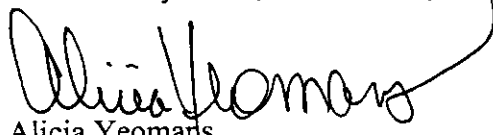
January 18, 2005

### **NOTIFICATION OF RELEASE OF PERFORMANCE BOND**

**A release order has been issued by the Fort Bend County Commissioners Court for the following:**

|            |                                                                                        |            |
|------------|----------------------------------------------------------------------------------------|------------|
| BOND#      | 69782601                                                                               | \$5,000.00 |
| PRINCIPAL  | Robert Leopold dba Leopold Materials & Construction                                    |            |
| SURETY     | Western Surety Company                                                                 |            |
| RELEASE TO | Robert Leopold<br>Leopold Materials & Construction<br>P.O. Box 14<br>Nada, Texas 77460 |            |

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Ph.D., Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653.

  
Alicia Yeomans  
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

**AGENDA ITEM**

DATE SUBMITTED: 1/4/05

SUBMITTED BY: Ann Werlein  
DEPARTMENT: County Judge  
PHONE NO:

AGENDA

14

COURT AGENDA DATE: 1/11/05

**SUMMARY OF ITEM:** FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT #2: The Board of Directors of the Fort Bend County Fresh Water Supply District #2 reviewed the following at their regular meeting on December 21, 2004: Authorized payment of Invoices Number 278792 to Pate Engineers for professional services. (Fund: 010-042-M03C-2000-4010)

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:**

**ANNUALIZED DOLLARS:**

**COMMENTS:**

Yes (✓) No () N/A ()

One Time ()

**Funding Source:**

Recurring (✓)

Fund Agency Object

N/A ()

Original Form Submitted with back up to County Judge's Office: Yes ( )

**CC with back up:**

|                          |                |                      |                |
|--------------------------|----------------|----------------------|----------------|
| yes (✓) Auditor          | (281-341-3774) | yes (✓) Comm. Pct. 1 | (281-342-0587) |
| yes (✓) Budget Officer   | (281-344-3954) | yes (✓) Comm. Pct. 2 | (281-403-8009) |
| yes (✓) County Attorney  | (281-341-4557) | yes (✓) Comm. Pct. 3 | (281-242-9060) |
| yes (✓) Purchasing Agent | (281-341-8642) | yes (✓) Comm. Pct. 4 | (281-980-9077) |
| yes (✓) County Clerk     | (281-341-8697) |                      |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

The Financial Assistance Agreement between County and District became effective October 1, 2002. Expenses incurred after October 1, 2002 will be brought forward to Commissioners Court for approval.



# FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O. NUMBER: PC 00100001517

X

SPECIAL INSTRUCTIONS:

AS PER ORIGINAL

PAGE #: 01  
P.O. DATE: 06 16 2003

DELIVER BY: 06 16 2003

BUYER: 01 DEBBIE KAMINSKI CONFIRMING: NO FOB: D

VENDOR: 760091776 -  
PATE ENGINEERS, INC  
13333 NORTHWEST FWY, SUITE 300

SHIP TO: COUNTY JUDGE  
309 S 4TH STREET, SUITE 719  
RICHMOND TX 77469

HOUSTON TX 77040-6071  
JEFF ROSS

BILL TO: COUNTY JUDGE  
301 JACKSON  
RICHMOND TX 77469

**\*\*NOTE\*\* THIS ORDER WAS MODIFIED ON 11/15/2004**

| DESCRIPTION                                                                                                                                                                                                              | QUANTITY   | UNIT COST      | EXTENDED COST |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|---------------|
| 001 301                                                                                                                                                                                                                  | 1.000 EA @ | 217,016.920000 | 217,016.9     |
| 010 042 M03B 2000 4010 01<br>ENGINEER, FOR FRESH WATER DISTRICT #2 APPRV COMM COURT 6/10/<br>2003 - AND APPROVED BY WATER BOARD 7/16/02. EXPENDITURES PAID BASED<br>ON FINANCIAL ASSISTANCE AGREEMENT EFFECTIVE 10/1/02. |            |                |               |

**\*\*\* FOR ACCOUNTING PURPOSES ONLY \*\*\***

|                                                    |            |                |           |
|----------------------------------------------------|------------|----------------|-----------|
| 002 301                                            | 1.000 EA @ | 0.000000       | 0.0       |
| 010 042 M03B 2000 4010 02<br>SAME AS ABOVE         |            |                |           |
| 003 301                                            | 1.000 EA @ | 168,683.080000 | 168,683.0 |
| 010 042 M03C 2000 4010 03<br>SAME AS ABOVE         |            |                |           |
| 004 301                                            | 1.000 EA @ | 375,200.000000 | 375,200.0 |
| 010 042 M03C 2000 4010 03.<br>ADDITIONAL SERVICES  |            |                |           |
| 005 301                                            | 1.000 EA @ | 7,500.000000   | 7,500.0   |
| 010 042 M03C 2000 4010 03<br>REIMBURSABLE EXPENSES |            |                |           |

*Invoice # 78792*

PAGE TOTAL : 768,400.0  
GRAND TOTAL : 768,400.0

**27,722.5**

BY MY SIGNATURE I ATTEST THE ITEMS ON THIS ORDER HAVE BEEN RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS.

*[Signature]*  
AUTHORIZED SIGNATURE/DATE 1-11-05

# PATE ENGINEERS

Project: 1166-001-00

Four Corners/Rio Brazos W&S

Invoice No. 0078792  
October 26, 2004

Ft. Bend County FWSD No. 2  
Phyllis Herbst, CPA  
PO Box 858  
Rosharon, TX 77583

Services thru October 25, 2004

|                                               | <u>Complete<br/>To Date</u> | <u>Billed<br/>To Date</u> | <u>Previous<br/>Billed</u> | <u>Total Due<br/>This Invoice</u> |
|-----------------------------------------------|-----------------------------|---------------------------|----------------------------|-----------------------------------|
| I. Engineering Design( 329,000)               | 95.00%                      | 312,550.00                | 312,550.00                 | 0.00                              |
| II. Construction Phase Services ( 56,700)     | 0%                          | 0.00                      | 0.00                       | 0.00                              |
| III. Engineering During Construction( 36,160) | 0%                          | 0.00                      | 0.00                       | 0.00                              |
| IV. Construction Observation (204,904)        | 0%                          | 0.00                      | 0.00                       | 0.00                              |
| <b>TOTAL BASIC SERVICES</b>                   |                             | <b>312,550.00</b>         | <b>312,550.00</b>          | <b>0.00</b>                       |
| <b><u>ADDITIONAL SERVICES</u></b>             |                             |                           |                            |                                   |
| 1. TPDES Waste Discharge Permit(11,000)       |                             | 11,000.00                 | 11,000.00                  | 0.00                              |
| 2. Soils (55,700)                             |                             | 53,472.00                 | 53,472.00                  | 0.00                              |
| 3. O&M Manuals (13,500)                       |                             | 0.00                      | 0.00                       | 0.00                              |
| 4. Control Survey (28,000)                    |                             | 28,000.00                 | 28,000.00                  | 0.00                              |
| 5. Property Survey (77,000)                   |                             | 74,728.65                 | 74,728.65                  | 0.00                              |
| 6. Route Survey (174,000)                     |                             | 173,972.60                | 146,250.10                 | 27,722.50                         |
| 7. Design Connections (16,000)                |                             | 15,457.77                 | 15,457.77                  | 0.00                              |
| <b>TOTAL ADDITIONAL SERVICES</b>              |                             | <b>356,631.02</b>         | <b>328,908.52</b>          | <b>27,722.50</b>                  |
| <b><u>REIMBURSABLE EXPENSE</u></b>            |                             |                           |                            |                                   |
| Reproductions                                 |                             | 1,961.94                  | 1,961.94                   | 0.00                              |
| Travel                                        |                             | 30.00                     | 30.00                      | 0.00                              |
| Delivery                                      |                             | 42.72                     | 42.72                      | 0.00                              |
| Permit Fee                                    |                             | 10.00                     | 10.00                      | 0.00                              |
| TNRCC Application Fee                         |                             | 550.00                    | 550.00                     | 0.00                              |
| Public Notices                                |                             | 2,719.46                  | 2,719.46                   | 0.00                              |
| <b>TOTAL REIMBURSABLES</b>                    |                             | <b>5,314.12</b>           | <b>5,314.12</b>            | <b>0.00</b>                       |
| <b>TOTAL AMOUNT NOW DUE</b>                   |                             | <b>674,495.14</b>         | <b>646,772.64</b>          | <b>27,722.50</b>                  |

Approved this December 21, 2004

Stewart J. Lohls  
President, Board of Supervisors

**FORT BEND COUNTY** **AGENDA ITEM**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED:01/05/05

SUBMITTED BY: Thomas Anderson

AGENDA

DEPARTMENT: Human Resources

# 15A

COURT AGENDA DATE: 01/11/05

PHONE NO.: 281/341-8631

**SUMMARY OF ITEM:** Request placement on Consent Agenda

Approve salary assignment for position 027-0308, Sheriff's Office, at Grade 8, Step 9, Administrative/Clerical policy group  
 (\$1,234.13 biweekly), effective 01/01/04.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

**LIST SUPPORTING DOCUMENTS ATTACHED:****FINANCIAL SUMMARY:**

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

Yes ( ) No ( ) N/A ( ) One Time ( )

|                    |               |
|--------------------|---------------|
| Funding Source:    | Recurring ( ) |
| Fund Agency Object | N/A ( )       |

(Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| (X) Auditor          | (281-341-3774) | (X) Comm. Pct. 1 | (281-342-0587) |
| (X) Budget Officer   | (281-344-3954) | (X) Comm. Pct. 2 | (281-403-8009) |
| (X) County Attorney  | (281-341-4557) | (X) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | (X) Comm. Pct. 4 | (281-980-9077) |
| (X) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

Approve salary assignment for position 027-0308, Sheriff's Office, at Grade 8, Step 9, Administrative/Clerical policy group  
 (\$1,234.13 biweekly), effective 01/01/04.

**FORT BEND COUNTY** **AGENDA ITEM**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED:01/05/05

SUBMITTED BY: Thomas Anderson

AGENDA

DEPARTMENT: Human Resources

# 15B

COURT AGENDA DATE: 01/11/05

PHONE NO.: 281/341-8631

**SUMMARY OF ITEM:** Request placement on Consent Agenda

Approve salary assignment for position 027-0168, Sheriff's Office, at Grade 9, Step 14, Administrative/Clerical policy group (\$1,591.61 biweekly), effective 01/01/04.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

**FINANCIAL SUMMARY:**

| BUDGETED ITEM:         |        |        | ANNUALIZED DOLLARS: | COMMENTS: |
|------------------------|--------|--------|---------------------|-----------|
| Yes ( ) No ( ) N/A ( ) |        |        | One Time ( )        |           |
| Funding Source:        |        |        | Recurring ( )       |           |
| Fund                   | Agency | Object | N/A ( )             |           |

Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| (X) Auditor          | (281-341-3774) | (X) Comm. Pct. 1 | (281-342-0587) |
| (X) Budget Officer   | (281-344-3954) | (X) Comm. Pct. 2 | (281-403-8009) |
| (X) County Attorney  | (281-341-4557) | (X) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | (X) Comm. Pct. 4 | (281-980-9077) |
| (X) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

Approve salary assignment for position 027-0168, Sheriff's Office, at Grade 9, Step 14, Administrative/Clerical policy group (\$1,591.61 biweekly), effective 01/01/04.

**TO:** Office of the County Judge  
Fort Bend County, Texas

**FROM:** Gilbert Jalomo  
County Purchasing Agent

**SUBJECT:** Agenda Items – Commissioners Court on January 11, 2005

**Consent Agenda:**

**AGENDA ITEM**

Authorize advertising for proposals for lease of land for hay and grazing.

17A

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2005

On this the 11th day of January, 2005, the Commissioners' Court, with the following members being present:

|                  |   |                          |
|------------------|---|--------------------------|
| Robert E. Hebert | - | County Judge             |
| Tom Stavinocha   | - | Commissioner Precinct #1 |
| Grady Prestage   | - | Commissioner Precinct #2 |
| Andy Meyers      | - | Commissioner Precinct #3 |
| James Patterson  | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 2004, the Court heard and approved the budget for the year 2005 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Road & Bridge Department #: 075

**TRANSFER TO:**

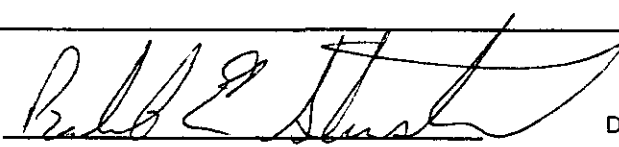
| LINE-ITEM NAME        | NUMBER                   | AMOUNT                   |
|-----------------------|--------------------------|--------------------------|
| <u>Capital Assets</u> | <u>105-075-0750-1011</u> | <u>\$ 147,000</u>        |
|                       |                          |                          |
|                       |                          |                          |
| TOTAL TRANSFERRED TO: |                          | <u><u>\$ 147,000</u></u> |

**TRANSFER FROM:**

|                         |                     |                          |
|-------------------------|---------------------|--------------------------|
| <u>Sales Proceeds</u>   | <u>105-999-00SP</u> | <u>\$ 147,000</u>        |
|                         |                     |                          |
|                         |                     |                          |
| TOTAL TRANSFERRED FROM: |                     | <u><u>\$ 147,000</u></u> |

EXPLANATION: To amend the budget pursuant to LGC 111.0706 for the sale of a motor grader.

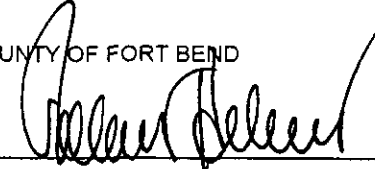
Sale approved in court on December 21, 2004.

Department Head: 

Date: 1/4/05

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY: 

Robert E. Hebert, County Judge

Original to Budget Officer cc: Commissioners Court

JAN - 5 2005

# IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2005

178

On this the 11 day of January, 2005, the Commissioners' Court, with the following members being present:

|                  |   |                          |
|------------------|---|--------------------------|
| Robert E. Hebert | - | County Judge             |
| Tom Stavinocha   | - | Commissioner Precinct #1 |
| Grady Prestage   | - | Commissioner Precinct #2 |
| Andy Meyers      | - | Commissioner Precinct #3 |
| James Patterson  | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 2004, the Court heard and approved the budget for the year 2005 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Road & Bridge Department #: 075

## TRANSFER TO:

| LINE-ITEM NAME           | NUMBER       | AMOUNT  |
|--------------------------|--------------|---------|
| IT Software Purchases    | 105-075-3040 | \$1,300 |
| _____                    | _____        | _____   |
| _____                    | _____        | _____   |
| _____                    | _____        | _____   |
| TOTAL TRANSFERRED TO: \$ |              | \$1,300 |

## TRANSFER FROM:

|                            |              |         |
|----------------------------|--------------|---------|
| Road Signs                 | 105-075-7004 | \$1,300 |
| _____                      | _____        | _____   |
| _____                      | _____        | _____   |
| _____                      | _____        | _____   |
| TOTAL TRANSFERRED FROM: \$ |              | \$1,300 |

EXPLANATION: funds are needed to purchase an upgrade needed for sign software.

Department Head: *Man A. S.* Date: 3-Jan-05

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY: *Robert E. Hebert*

Robert E. Hebert, County Judge

JAN - 4 2005  
~~JAN - 4 2004~~

**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2005**

On this the 11th day of January, 2005, the Commissioners' Court, with the following members being present:

|                  |   |                          |
|------------------|---|--------------------------|
| Robert E. Hebert | - | County Judge             |
| Tom Stavinocha   | - | Commissioner Precinct #1 |
| Grady Prestage   | - | Commissioner Precinct #2 |
| Andy Meyers      | - | Commissioner Precinct #3 |
| James Patterson  | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 2004, the Court heard and approved the budget for the year 2005 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Sheriff's Office - Detention Department #: 010 027 0271

**TRANSFER TO:**

| LINE-ITEM NAME           | NUMBER | AMOUNT   |
|--------------------------|--------|----------|
| Capital Assets           | 1011   | \$11,793 |
| _____                    | _____  | _____    |
| _____                    | _____  | _____    |
| _____                    | _____  | _____    |
| TOTAL TRANSFERRED TO: \$ |        | \$11,793 |

**TRANSFER FROM:**

|                            |       |          |
|----------------------------|-------|----------|
| Property and Equipment     | 1010  | \$7,621  |
| Materials and Supplies     | 3000  | \$1,572  |
| Fees and Services          | 4010  | \$2,600  |
| _____                      | _____ | _____    |
| TOTAL TRANSFERRED FROM: \$ |       | \$11,793 |

EXPLANATION: Per Auditor's Office

Department Head: \_\_\_\_\_

Date: January 4, 2005

THE COUNTY OF FORT BEND

**USE WHOLE DOLLARS ONLY**

BY: \_\_\_\_\_

Robert E. Hebert, County Judge

JAN - 4 2005



**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: December 30, 2004

SUBMITTED BY: Marsha P. Gaines  
DEPARTMENT: Tax Assessor /Collector  
PHONE NO.: 281-341-3730

AGENDA #

DATE: January 11, 2005

19A

SUMMARY OF ITEM: Approve over \$500.00 – refunds \$ 3,045.80

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED

AGENDA ITEM



**FINANCIAL SUMMARY:**

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes ( ) No ( ) N/A ( )

One Time ( )

Funding Source:

Recurring ( )

Fund Agency Object

N/A ( )

Original Form Submitted with back up to County Judge's Office: Yes ( X )

CC with back up:

|                           |                |                        |                |
|---------------------------|----------------|------------------------|----------------|
| yes ( x ) Auditor         | (281-341-3774) | yes ( x ) Comm. Pct. 1 | (281-342-0587) |
| yes ( ) Budget Officer    | (281-344-3954) | yes ( x ) Comm. Pct. 2 | (281-403-8009) |
| yes ( x ) County Attorney | (281-341-4557) | yes ( x ) Comm. Pct. 3 | (281-242-9060) |
| yes ( ) Purchasing Agent  | (281-341-8642) | yes ( x ) Comm. Pct. 4 | (281-980-9077) |
| yes ( x ) County Clerk    | (281-341-8697) |                        |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

Please list on the agenda and record in the minutes the amount  
of \$ 3,045.80 over \$500.00 refunds for the office of Marsha P Gaines

MARSHA P. GAINES  
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court / Agenda Date: January 4, 2005  
Over \$500.00 refunds

| Account Number       | Owner            | Refund Amount | Reason              | Precinct # |
|----------------------|------------------|---------------|---------------------|------------|
| 0062-00-015-0009-901 | STEWART TITLE CO | \$3,045.80    | ADD PRORATED EXEMPT | 1103       |

TOTAL \$ 3,045.80

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

AGENDA ITEM

DATE SUBMITTED: January 4, 2005

SUBMITTED BY: Patsy Schultz, RTA  
DEPARTMENT: Tax Assessor /Collector  
PHONE NO.: 281-341-3735

AGENDA #

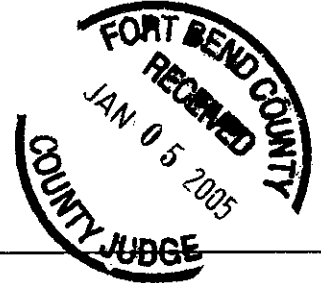
198

DATE: January 11, 2005

SUMMARY OF ITEM: Approve over \$500.00 – refunds ~~\$3658.32~~ 4,878.32

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED



**FINANCIAL SUMMARY:**

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

Yes ( ) No ( ) N/A ( ) One Time ( )

Funding Source: Recurring ( )

Fund Agency Object N/A ( )

Original Form Submitted with back up to County Judge's Office: Yes ( X )

CC with back up:

|                           |                |                        |                |
|---------------------------|----------------|------------------------|----------------|
| yes ( x ) Auditor         | (281-341-3774) | yes ( x ) Comm. Pct. 1 | (281-342-0587) |
| yes ( ) Budget Officer    | (281-344-3954) | yes ( x ) Comm. Pct. 2 | (281-403-8009) |
| yes ( x ) County Attorney | (281-341-4557) | yes ( x ) Comm. Pct. 3 | (281-242-9060) |
| yes ( ) Purchasing Agent  | (281-341-8642) | yes ( x ) Comm. Pct. 4 | (281-980-9077) |
| yes ( x ) County Clerk    | (281-341-8697) |                        |                |

**Instructions for submitting an Agenda Request:**

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3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

Please list on the agenda and record in the minutes the amount  
of ~~\$3658.32~~ over \$500.00 refunds for the office of Marsha P Gaines  
\$ 4,878.32

MARSHA P. GAINES  
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court / Agenda Date: January 11, 2005  
Over \$500.00 refunds

| Account Number       | Owner                     | Refund Amount | Reason                | Precinct # |
|----------------------|---------------------------|---------------|-----------------------|------------|
| 1278-01-001-0510-907 | NOORDIN A JHAVER OR DEBRA | \$640.14      | CR H/S                | 4102       |
| 1285-01-001-0010-907 | ABN AMRO MTG GROUP        | \$ 1,352.49   | CR H/S O/65           | 4102       |
| 3280-02-006-0260-901 | COUNTRYWIDE HOME LNS      | \$ 599.30     | DISABLED ADDED FREEZE | 1013       |
| 3750-01-001-0350-910 | ABN AMRO MTG GROUP        | \$ 1,176.70   | CR H/S                | 2096       |
| 3006-01-004-0130-901 | ABN AMRO MTG GROUP        | \$ 1,109.69   | CR H/S O/65           | 1087       |

TOTAL                      \$ 4,878.32

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

**AGENDA ITEM**

DATE SUBMITTED: January 3, 2005

SUBMITTED BY: Marsha P. Gaines

AGENDA #

DATE: January 11, 2005

DEPARTMENT: Tax Assessor /Collector

20A

PHONE NO.: 281-341-3730

**SUMMARY OF ITEM:** Take all appropriate action on Tax Abatement between Fort Bend County, & Yokagawa Corporation of America

**RENEWAL CONTRACT/AGREEMENT:** Yes (X) No ( )

**LIST SUPPORTING DOCUMENTS ATTACHED:** Tax Abatement Agreement

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:**

**ANNUALIZED DOLLARS:**

**COMMENTS:**

Yes ( ) No ( ) N/A ( )

One Time ( )

**Funding Source:**

**Recurring** ( )

**Fund Agency Object**

**N/A** ( )

**Original Form Submitted with back up to County Judge's Office:** Yes ( X )

**CC with back up:**

|                           |                |                        |                |
|---------------------------|----------------|------------------------|----------------|
| yes ( x ) Auditor         | (281-341-3774) | yes ( x ) Comm. Pct. 1 | (281-342-0587) |
| yes ( ) Budget Officer    | (281-344-3954) | yes ( x ) Comm. Pct. 2 | (281-403-8009) |
| yes ( x ) County Attorney | (281-341-4557) | yes ( x ) Comm. Pct. 3 | (281-242-9060) |
| yes ( ) Purchasing Agent  | (281-341-8642) | yes ( x ) Comm. Pct. 4 | (281-980-9077) |
| yes ( x ) County Clerk    | (281-341-8697) |                        |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

Tax Abatement Agreement between Fort Bend County and Yokagawa Corporation of America

1-18-05 Original Agreement sent to Patsy -  
Tax Assessor/Collector

STATE OF TEXAS                   §  
                                             §  
COUNTY OF FORT BEND       §

**TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY  
AND YOKOGAWA CORPORATION OF AMERICA**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court and **YOKOGAWA CORPORATION OF AMERICA**, hereinafter referred to as "Owner," of the land comprising Reinvestment Zone No. 2004-02 created by the City of Sugar Land, Owner of the buildings to be constructed thereon and Owner of the personal property within such building.

1.     **Authorization:**

- a.     This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b.     The Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, which was approved by the County's Commissioners Court on November 4, 2003. The County has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.
- c.     No official of the County has an interest in the property subject to this Agreement.

2.     **Definition:**

As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The **“Certified Appraised Value or Value”** means the value certified as of January 1 of each year of this Agreement regarding the property within City of Sugar Land Reinvestment Zone No. 2004-02 by the Fort Bend County Central Appraisal District.
- b. **“Improvements”** mean a building, containing approximately 100,000 sq. ft. of floor space to be used for office, manufacturing and warehouse purposes, and related improvements to serve the building, which are erected or expanded by Owner on the property after the effective date of this Agreement.
- c. **“Abatement”** means the full or partial exemption from ad valorem taxes of certain property in the City of Sugar Land Reinvestment Zone No. 2004-02 designated for economic development purposes.
- d. **“Ineligible Property”** means land, inventories, supplies and raw material.
- e. **“Real Property”** means the 18.00 acres of land located within Reinvestment Zone No. 2004-02, described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes.
- f. **“Personal Property”** means any property classified as tangible personal property by the District other than Ineligible Property defined in Section 2(d) of this Agreement that is located within the building to be constructed as a part of the Improvements.
- g. **“Owner”** means **Yokogawa Corporation of America**, the Owner of the real property subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior approval of the Fort Bend County Commissioners’ Court.
- h. **“County”** means the County of Fort Bend, Texas.
- i. **“District”** means Fort Bend County Central Appraisal District.

### 3. **Subject Property**

City of Sugar Land Reinvestment Zone No. 2004-02 is an area located in Fort Bend County, Texas, being legally described in Exhibit “A” attached hereto and incorporated herein for all

purposes.

The Fort Bend County Appraisal District has established the base year values for the subject property as of January 1, 2005.

**4. Responsibility of Owner**

In consideration of receiving the tax abatement granted herein, the Owner represents and agrees:

- (a) That construction of the Improvements shall be completed on or before January 1, 2006. Owner shall provide Tax Assessor/Collector a certified statement evidencing a minimum of \$7,000,000 project costs with respect to the Improvements within thirty (30) days after completion of the Improvements to be constructed by Owner.
- (b) That the Certified Appraised Value of the Improvements on January 1, 2006, and on each and every January 1 thereafter during the term of this Agreement will not be less than \$6,000,000. Failure to meet the requirement of this section will invalidate the tax abatement on improvements for that year.
- (c) That the Certified Appraised Value of Personal Property on January 1, 2006, and on each and every January 1 thereafter during the term of this Agreement will not be less than \$1,200,000. Failure to meet the requirement of this section will invalidate the tax abatement on personal property for that year.
- (d) That Owner will continuously occupy and use the Improvements from January 1, 2006 through December 31, 2015.
- (e) That Owner will employ at least 100 full-time persons beginning January 1, 2006 continuously through December 15, 2015. Owner shall provide Tax Assessor/Collector a certified statement of the number of full-time employees employed each September 1 throughout the term of this agreement.
- (f) That if Owner fails to maintain at least 100 full-time employees for any consecutive 90-day period during the time specified in and as required by paragraph 4(e), the failure is considered a default for which the County may



terminate this Agreement and to which the right of Owner to cure the default as provided in Section 7 does not apply.

- (g) That the Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- (h) That the Owner will participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.
- (i) **THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- (j) **THE OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD. FAILURE TO NOTIFY THE TAX ASSESSOR-COLLECTOR OF ANY SALE OF THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT SHALL RESULT IN IMMEDIATE DEFAULT OF THIS AGREEMENT.**

## **5. Value and Term of Abatement**

This Agreement shall be effective on January 1, 2006 and shall terminate (unless earlier terminated in accordance with the terms hereof on December 31, 2015. In no event shall this agreement extend beyond December 31, 2015. This Agreement shall terminate on the completion of the abatement, unless earlier termination as provided elsewhere herein. Owner's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements and the Personal Property. This Agreement shall not be applied retroactively.

Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax abatement for the following years and in the following amounts on the Value of the Improvements and the Personal Property:

| <u><b>Tax Year</b></u> | <u><b>Percentage Abatement</b></u> |
|------------------------|------------------------------------|
| 2006                   | 75%                                |
| 2007                   | 75%                                |
| 2008                   | 75%                                |
| 2009                   | 75%                                |
| 2010                   | 75%                                |
| 2011                   | 75%                                |
| 2012                   | 75%                                |
| 2013                   | 75%                                |
| 2014                   | 0%                                 |
| 2015                   | 0%                                 |

**TOTAL = 600%**

- (a) The abatement granted shall not apply to the Value of the Land, increases in the Value of the Land, inventory or supplies.
- (b) Any tax abatement on personal property shall exclude \$1,200,000 for each year of this agreement and Owner shall be fully taxed on this amount.
- (c) All Improvements shall be completed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are erected.

- (d) The Fort Bend Central Appraisal District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- (e) On or before September 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Tax Assessor/Collector that each party is in compliance with each term of this Agreement.

**6. Taxability**

During the period that this tax abatement is effective, taxes shall be payable as follows:

- a. The Value of Ineligible Property shall be fully taxable;
- b. The Value of existing Improvements and Personal Property shall be determined annually by the Central Appraisal District.

**7. Event of Default**

- (a) The County may declare the Owner in default of this Agreement if: (1) the Owner fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) vacates any of the improvements subject to the agreement before the term of the abatement.
- (b) The County shall notify the Owner of any default in writing specifying the default. The Owner shall each have thirty (30) days from the date of the notice to cure any default. If the Owner fails to cure the default, the County may terminate this Agreement by written notice.
- (c) If this Agreement is terminated by the County, the Owner agrees that it is liable for and will pay to the County within thirty (30) days of the termination of this Agreement:

- (1) The amount of all property taxes abated under this Agreement;
  - (2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and
  - (3) Penalties on the amount abated in the year of default, at the rate provided for in the TAX CODE for delinquent taxes.
- (d) The County shall have a lien against the Owner's real property and improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

**8. Administration and Inspection**

This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. The Owner shall allow employees or other representatives of the County who have been designated by the Tax Assessor/Collector to have access to the reinvestment zone during the term of the Agreement. All regular inspections shall be made only after three (3) days prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Owner may accompany the inspector.

Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner.

The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement of the real property subject to this Agreement and (2) the full taxable value without abatement of the real property and other property otherwise located

at or about the Owner's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

The Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the abatement. Such information shall also be provided to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement, including Owner's payroll records.

**9. Assignment**

This Agreement may not be assigned without prior written consent of the County. No assignment shall be effective or approved if either the County has declared a default hereunder which has not been cured or the new Owner is delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

Any and all assignments shall contain the same terms and conditions as set out in the first Abatement Agreement and shall be granted for the remaining term of the original tax abatement agreement only.

**10. Indemnity**

It is understood and agreed between the parties that Yokogawa Corporation of America, in performing its obligations hereunder, is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. **YOKOGAWA CORPORATION OF AMERICA AGREES TO DEFEND, INDEMNIFY AND HOLD**

HARMLESS THE COUNTY AND THE CENTRAL APPRIASAL DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF YOKOGAWA CORPORATION OF AMERICA'S OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. YOKOGAWA CORPORATION OF AMERICA'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION. YOKOGAWA CORPORATION OF AMERICA SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY THE COUNTY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLEY BY YOKOGAWA CORPORATION OF AMERICA. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT COUNTY FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND YOKOGAWA CORPORATION OF AMERICA SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

**11. Force Majeure**

If by reason of force majeure, the Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten (10) calendar days of the occurrence relied upon. The obligation of Owner, to the extent and for the period of time

affected by the force majeure, shall be suspended. The Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner.

**12. Commissioners Court Approval**

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

**13. Compliance with State and Local Regulations**

This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any City ordinance or Federal or State law or regulation.

**14. Changes in Tax Laws**

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

**15. Miscellaneous**

(a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event of one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

#### **16. Notices**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

**To the Tax Assessor/Collector:** Ms. Patsy Schultz  
Fort Bend County Tax Assessor-Collector  
500 Liberty, Suite 101  
Richmond, Texas 77469

**To Owner:** Chief Financial Officer  
Yokogawa Corporation of America  
5010 Wright Road, Suite 100  
Stafford, Texas 77477

**Copy to:** General Counsel  
Yokogawa Corporation of America  
2 Dart Road



Newman, Georgia 30265

**To County:** Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attention: County Judge

**Copy to:** Mr. Ben W. "Bud" Childers  
Fort Bend County Attorney  
301 Jackson, Suite 621  
Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner to provide the County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.**

**17. Entire Agreement; Ordinance and Economic Impact Statement**

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit B – Ordinance No. 1474 Designating Reinvestment Zone No. 2004-02, and Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

**18. Execution**

**IN TESTIMONY OF WHICH, THIS AGREEMENT** has been executed by the County, Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Yokogawa Corporation of America have full authority to execute this Agreement and bind Yokogawa Corporation of America to the same.

**FORT BEND COUNTY**

By: \_\_\_\_\_

Robert E. Hebert, County Judge

Date: \_\_\_\_\_

1-11-05

ATTEST: \_\_\_\_\_

Dianne Wilson, County Clerk

**YOKOGAWA CORPORATION OF AMERICA**

By: \_\_\_\_\_

Shuzo Kaihori, President & CEO

Date: \_\_\_\_\_

January 7, 2005

ATTEST: \_\_\_\_\_

Joe Goh, Technical Manager

Attachments: Exhibit A – Metes and Bounds description of Land  
Exhibit B – Ordinance No. 1474 Designating Reinvestment Zone No. 2004-02  
Exhibit C – Economic Impact Statement/Application for Value Added Tax  
Abatement

mer\Yokogawa -3195-99 (010605)

## Exhibit A

Being a tract or parcel of land containing 18.00 acres (784,080 square feet) situated in the Brown & Belknap League, Abstract No. 15, Fort Bend County, Texas, and being out of that certain tract of land conveyed to SUGAR LAND BUSINESS PARK, LTD., containing 39.34 acres, described in Fort Bend County Clerk's File No. 2003026155, of the Official Records of Fort Bend County, said 18.00 acre tract being more particularly described by metes and bounds as follows (with all bearings referenced to the plat of record in Volume 26, Page 11, of the Map Records of Fort Bend County):

BEGINNING at an "X" cut in concrete found in the northerly right-of-way line of West Airport Boulevard (100 feet wide) as dedicated in Volume 26, Page 11, of the Plat Records of Fort Bend County, being the southeast corner of that certain Commercial Reserve "A", Sugar Land Distribution Center, described in S1. 1670/A, of the Plat Records of Fort Bend County, being the southwest corner of said 39.34 acre tract and the southwest corner of the herein described 18.00 acre tract;

THENCE North 02°39'14" West along the east line of said Commercial Reserve "A", and the west line of said 39.34 acre tract, a distance of 1161.61 feet to a 5/8-inch iron rod found for the northeast corner of said Commercial Reserve "A", being in the south line of that certain 46.675 acre tract, conveyed to Ashford Lakes Development Company, Incorporated, described in Fort Bend County Clerk's File No. 2000075809, being the northwest corner of said 39.34 acres and the herein described tract, from which another found 5/8-inch iron rod bears S80° W, 0.52 feet;

THENCE North 75°33'29" East (called N75°32'23" E) along the south line of said 46.675 acre tract and the north line of said 39.34 acre tract, a distance of 592.16 feet to a 5/8-inch iron rod set for the northeast corner of the herein described tract;

THENCE South 02°39'14" East, a distance of 1154.97 feet to a 5/8-inch iron rod set in the south line of said 39.34 acre tract, being also the north right-of-way line of said West Airport Boulevard, for the southeast corner of the herein described tract;

THENCE South 75°12'55" West along the south line of said 39.34 acre tract and the north right-of-way line of said West Airport Boulevard, a distance of 595.37 feet to a 5/8-inch iron rod found for a point of curvature;

THENCE in a westerly direction, a distance of 98.21 feet along the south line of said 39.34 acre tract and the north right-of-way line of said West Airport Boulevard, following the arc of a curve to the left, having a radius of 2050.00 feet and a central angle of 02°44'42" (Ch=5 73° 50' 34"W, 98.20') to the POINT OF BEGINNING and containing 18.00 acres (784,080 square feet) of land, more or less.

EXHIBIT

A

**ORDINANCE NO. 1474****AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2004-02 FOR AN 18 ACRE TRACT OF LAND LOCATED NORTH OF WEST AIRPORT BOULEVARD AND WEST OF DAIRY ASHFORD ROAD.**

WHEREAS, the Property Redevelopment and Tax Abatement Act (Tax Code § 312 et seq.) authorizes cities to create reinvestment zones and enter into tax abatement agreements with the owners of qualifying properties in reinvestment zones; and

WHEREAS, the City has received an application requesting tax abatement for real property improvements to be located in the zone; and

WHEREAS, the zone is eligible for tax abatement; and

WHEREAS, a public hearing, for which notice was given as required by law, was held at which interested persons were given an opportunity to present evidence for and against the creation of the zone; and

WHEREAS, the City Council has found that the improvements sought to be located in the proposed reinvestment zone are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of the reinvestment zone will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment into the zone that would be a benefit to the property located therein and that will contribute to the economic development of the City of Sugar Land; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF SUGAR LAND, TEXAS:**

**Section 1.** That Reinvestment Zone No. 2004-02 is created for the real property described in Exhibit A, attached to and incorporated into this ordinance by reference.

**Section 2.** That the Reinvestment Zone created herein is eligible for commercial-industrial tax abatement as provided by law.

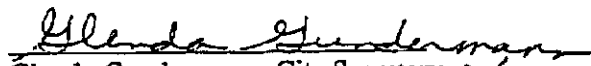
**Section 3.** That Reinvestment Zone No. 2004-02 expires five years from the date of this ordinance.

APPROVED on first consideration on 12-7-04, 2004.

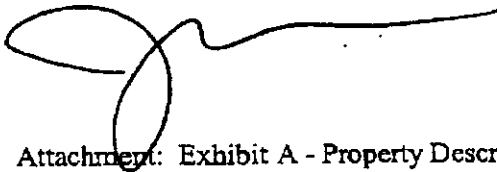
ADOPTED upon second consideration on 12-21-04, 2004.

  
David G. Wallace, Mayor

ATTEST:

  
Glenda Gundermann, City Secretary *AV*

Reviewed for Legal Compliance:



Attachment: Exhibit A - Property Description

**YOKOGAWA CORPORATION OF AMERICA**  
**ECONOMIC IMPACT STATEMENT**  
**APPLICATION FOR VALUE ADDED TAX ABATEMENTS**

City of Sugar Land, Fort Bend County, Fort Bend MUD #21

Yokogawa Corporation of America (the Company) is the North American unit of \$3 Billion Yokogawa Electric Corporation, a global leader in the manufacture and supply of instrumentation, process control, and automation solutions. Since 1915, Yokogawa Electric Corporation, based in Tokyo, Japan, has served its customers worldwide.

Since the Company's establishment in the United States in 1957, Yokogawa Corporation of America has become a leading manufacturer and supplier of test, measurement, field instrumentation, process control and information products for North America. The Company, headquartered in Newnan, Georgia, has several sales locations throughout the U.S.

Yokogawa's commitment to innovation is reflected in its investments in R&D. Yokogawa has set an industry standard by committing a full nine percent of sales revenue each year to R&D.

As a result, Yokogawa has secured more than 4,500 patents and registrations, representing a number of important innovations, including the world's first distributed control system and the first digital sensors for flow and pressure measurement.

Yokogawa currently operates a local division in 45,000 sq.ft. of leased commercial space at 5010 Wright Road in Stafford, Texas. They have entered into a contract to purchase 18 acres in Sugar Land Business Park where their plans call for construction of a new \$7.4 million dollar, 100,000 sqft. facility. This deal is expected to generate \$7.4 million in new improvements, \$357,000 in new equipment and personal property and \$1.5 million in new inventory. This relocation will allow operations to expand by an estimated 175 jobs over 5 years with average wages for the positions of \$80,000. This relocation will also preserve 175 existing jobs with average wages of \$55,000. The amount of inventory applicable to Freeport exemption is estimated at 70%.

There is no present abatement on their current facility owned by Midway Commerce Park Property LP. Taxing jurisdictions should continue to receive taxes on the existing facility. Central Appraisal district property valuations for the existing site in 2004 were \$1,545,610.

There are no sales taxes generated on products or services at their existing location or expected at their new location. Due to the close proximity of the relocation, incidental sales taxes generated through purchase of products from local businesses is not expected to change given the proximity of the old and new sites (See GIS Map).

**EXHIBIT**  


Criteria For Consideration Of Value Added Tax Abatement

1. **Legal Name of Current Owner of Real Property:**  
Sugar Land Business Park, Ltd. (R155369)  
2900 Wesleyan Street, Suite 350  
Houston, Texas 77027
2. **Legal Name of Future Owner of Real Property:**  
Yokogawa Corporation of America  
2 Dart Road  
Newnan, Georgia 30265
3. **Type of Business:**  
SIC 3823 or 1798 Industrial Automation
4. **Exact Location of Site:** Northwest corner of West Airport and Dairy Ashford. The site includes Site #168 and a portion of Site #24 in Sugar Land Business Park.
5. **Has the Company received or is it currently receiving tax abatement:** No
6. **Central Appraisal District value of land and existing improvements:**

The current tract, CAD reference R155369, is presently valued at \$899,670 for 39.34 acres. The equivalent per acre valuation is \$22,869.09. This project anticipates acquiring 18 acres of the referenced tract with an approximate valuation based on the equivalent per acre amount of \$411,643.62.

**Is this land currently under Agriculture Exemption?** No

7. **Type and value of proposed improvements:**  
Exact number of acres: 18 acres

***New Improvements:***

|                                                 |             |
|-------------------------------------------------|-------------|
| Cost of Land                                    | \$1,725,000 |
| New Facility (100,000 sq.ft tilt-wall building) | \$7,400,000 |
| Personal Property                               | \$2,000,000 |
| Inventory                                       | \$1,500,000 |
| Freeport Qualified                              | 70%         |

**Anticipated commencement of construction:** November 2004 with completion during 3<sup>rd</sup> quarter 2005.

8. **Productive life of proposed improvements:** 40 years
9. **Description of activity:** Instrument, Analyzer, and Control System sales, assembly and testing. Operations will be based on one shift per day from 8 am – 5 pm.

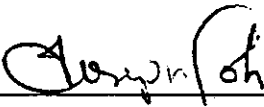
**Truck traffic:** Currently about 3 trucks per week plus daily UPS, and FedEx. New building and sales volume would increase to 5 trucks per week plus daily UPS and FedEx.

10. **Existing jobs to be retained:** 175
11. **New jobs to be created:** 175 over 5 years, approximately 85 for the first year. Degreed engineer positions-50, technical support-15, administrative positions-10, and assembly or shop labor-10.
12. **Local payroll to be created:** \$6,800,000 for the first year (An average unloaded salary \$80,000).
13. **Will Fort Bend residents have the opportunity to fill the newly created positions:** Yes, Fort Bend residents will have the opportunity for employment.
14. **Local Sales tax to be generated:**  
Sales tax will be generated by claiming in-situs by the developer in the City of Sugar Land for the construction materials. Additionally, the employees will spend their disposable income on dining, retail and other amenities in the city.
15. **Property tax base valuation increase and amount of taxes to be paid to the taxing entities during the period of abatement:** See attached schedule.
16. **Any extraordinary costs incurred by local government to provide services:** None.
17. **Wastewater and Sewer usage:** General use of water and waste water services.
18. **Population growth as a direct result of improvements:** Minimal, some relocations from Georgia.
19. **Public improvements to be made by the Company:** None.
20. **Competition with existing businesses:** Competition is on an international basis. Major competitors are Emerson Electric, Honeywell, ABB, Invensys, and Siemens. Local companies will not be impacted.
21. **Impact on local business opportunities:** To complete projects, the Company uses services and supplies from local vendors. Local businesses provide services as subcontractors for the Company and parts to be used for the Analytical and Control Systems.
22. **Attraction of other new businesses:** Some suppliers already exist locally.
23. **Compatibility with zoning ordinances and comprehensive plans:** The use is compatible with zoning ordinances established by the City of Sugar Land.



24. **Environmental compatibility:** Yokogawa has always and will in the future comply with all existing government and environmental regulations.
25. **Community organizations in which the Company plans or is currently participating in:** Red Cross Blood Drive, Christmas Adopt-A-Family, Habitat for Humanity, and the Greater Fort Bend Economic Development Council
26. **Has the company agreed to participate in the continuing economic development process in Fort Bend County by becoming a Trustee member of the GFBEDC for a minimum period coinciding with the term of any abatement granted by the County of Fort Bend:** Yokogawa Corporation of America is committed to becoming a trustee member of the Greater Fort Bend Economic Development Council and will continue to be throughout the terms of the Value-Added Tax Abatement.

Yokogawa Corporation of America hereby certifies that all statements and representations made herein are accurate to the best of their knowledge, and agree to comply with these terms.

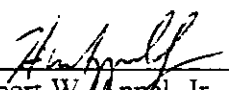
  
\_\_\_\_\_

Yokogawa Corporation of America

10/12/04  
Date

**CERTIFICATION:**

The Greater Fort Bend Economic Development Council certifies Yokogawa Corporation of America has met the standard requirements and is qualified for value added tax abatement in Fort Bend County.

  
\_\_\_\_\_  
Herbert W. Appel, Jr., President  
Greater Fort Bend Economic  
Development Council

10/12/04  
Date

\* Legal description and plat of property to follow.

# Yokogawa Corporation of America

1/8/2005

| County Tax Comparison Over Abatement Term                                          |               |                 |              |              |              |              |              |              |              |              |              |               |
|------------------------------------------------------------------------------------|---------------|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Abatement Percentage: 75%                                                          |               |                 |              |              |              |              |              |              |              |              |              |               |
| Tax Rate                                                                           | Value         | Term: 2005-2013 |              |              |              |              |              |              |              |              |              |               |
| Year                                                                               | \$0.52374%    | 2004            | 2005         | 2006         | 2007         | 2008         | 2009         | 2010         | 2011         | 2012         | 2013         | Total         |
| Land                                                                               | \$ 1,725,000  | \$ 411,644      | \$ 411,644   | \$ 1,725,000 | \$ 1,725,000 | \$ 1,725,000 | \$ 1,725,000 | \$ 1,725,000 | \$ 1,725,000 | \$ 1,725,000 | \$ 1,725,000 | \$ 14,623,288 |
| Building (Yokogawa)                                                                | \$ 7,400,000  |                 |              | \$ 1,850,000 | \$ 1,850,000 | \$ 1,850,000 | \$ 1,850,000 | \$ 1,850,000 | \$ 1,850,000 | \$ 1,850,000 | \$ 1,850,000 | \$ 14,800,000 |
| Tangible PP (Yokogawa) Exist                                                       | \$ 1,200,000  | \$ 722,800      | \$ 722,800   | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 1,200,000 | \$ 11,045,600 |
| Tangible PP (Yokogawa) New                                                         |               |                 |              |              |              |              |              |              |              |              |              |               |
| Inventory                                                                          | \$ 1,500,000  | \$ 909,200      | \$ 909,200   | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 | \$ 13,818,400 |
| Annual Taxable Value                                                               | \$ 11,825,000 | \$ 2,043,644    | \$ 2,043,644 | \$ 6,275,000 | \$ 6,275,000 | \$ 6,275,000 | \$ 6,275,000 | \$ 6,275,000 | \$ 6,275,000 | \$ 6,275,000 | \$ 6,275,000 | \$ 54,287,288 |
| County Tax Expectations                                                            |               | \$ 10,703       | \$ 10,703    | \$ 32,865    | \$ 32,865    | \$ 32,865    | \$ 32,865    | \$ 32,865    | \$ 32,865    | \$ 32,865    | \$ 32,865    | \$ 284,324    |
| Net Increase in Taxes                                                              |               |                 | \$           | \$ 22,161    | \$ 22,161    | \$ 22,161    | \$ 22,161    | \$ 22,161    | \$ 22,161    | \$ 22,161    | \$ 22,161    | \$ 177,290    |
| Taxes to be generated annually after abatement based on taxable value assumptions: |               |                 |              |              |              |              |              |              |              |              |              |               |
| Not New Taxes generated after abatement term expires (\$66,122 less \$10,703):     |               |                 |              |              |              |              |              |              |              |              |              |               |
|                                                                                    |               |                 | \$           | \$ 66,122    | \$ 66,122    | \$ 66,122    | \$ 66,122    | \$ 66,122    | \$ 66,122    | \$ 66,122    | \$ 66,122    | \$ 55,419     |

**VALUE ADDED TAX ABATEMENT TAX SCENARIO  
YOKOGAWA Corporation of America**

**Sugar Land Business Park**  
Sugar Land, Fort Bend ISD, Fort Bend MUD #21, Fort Bend County, Texas

|              |                                       |                                |         |    |           |
|--------------|---------------------------------------|--------------------------------|---------|----|-----------|
| Assumptions: | Land                                  | ACREAGE:                       | 18      | \$ | 1,725,000 |
|              | New Construction                      | PRICE PER SQ. FT.:             | 2.20    | \$ | 7,400,000 |
|              | Existing Equipment                    | TOTAL SQ. FT.:                 | 100,000 | \$ | 1,200,000 |
|              | Forecasted Tangible Personal Property | PRICE PER SQ. FT.:             | 74.00   | \$ | 1,200,000 |
|              | Net New Tangible Personal Property    |                                |         | \$ | 1,500,000 |
|              | Inventory                             |                                |         | \$ | 70%       |
|              | Total Tax Rate:                       | Percentage freeport qualified: |         | \$ | 3.0421    |

**Taxes Paid Annually During Abatement at:**  
Number of Years of Abatement: 75%  
Aggregate Abatement Over Proposed Term: 8  
600%

| Taxes Paid During Abatement Period |               | Sugar Land | Fort Bend County | Fort Bend ISD | M.U.D. #21* | Total      |
|------------------------------------|---------------|------------|------------------|---------------|-------------|------------|
| Tax Rates                          |               | 0.32840    | 0.52374          | 1.70000       | 0.49000     | 3.04214    |
| Land                               | \$ 1,725,000  | \$ 5,665   | \$ 9,035         | \$ 29,325     | \$ 8,453    | \$ 52,477  |
| New Construction                   | \$ 7,400,000  | \$ 6,075   | \$ 9,689         | \$ 125,800    | \$ 9,065    | \$ 150,630 |
| Existing Equip/Fixtures            | \$ 1,200,000  | \$ 3,941   | \$ 6,285         | \$ 20,400     | \$ 5,880    | \$ 36,506  |
| New Equip/Fixtures                 | \$ -          | \$ -       | \$ -             | \$ -          | \$ -        | \$ -       |
| Inventory                          | \$ 1,500,000  | \$ 4,926   | \$ 7,856         | \$ 7,850      | \$ 7,350    | \$ 27,782  |
| Totals                             | \$ 11,825,000 | \$ 20,607  | \$ 32,865        | \$ 183,175    | \$ 30,748   | \$ 267,394 |

| Taxes Paid After Abatement Period |               | Sugar Land | Fort Bend County | Fort Bend ISD | M.U.D. #21* | Total      |
|-----------------------------------|---------------|------------|------------------|---------------|-------------|------------|
| Tax Rates                         |               | 0.32840    | 0.52374          | 1.70000       | 0.49000     | 3.04214    |
| Land                              | \$ 1,725,000  | \$ 5,665   | \$ 9,035         | \$ 29,325     | \$ 8,453    | \$ 52,477  |
| New Construction                  | \$ 7,400,000  | \$ 24,302  | \$ 38,757        | \$ 125,800    | \$ 36,260   | \$ 225,118 |
| Existing Equip/Fixtures           | \$ 1,200,000  | \$ 3,941   | \$ 6,285         | \$ 20,400     | \$ 5,880    | \$ 36,506  |
| Equipment/Fixtures                | \$ -          | \$ -       | \$ -             | \$ -          | \$ -        | \$ -       |
| Inventory                         | \$ 1,500,000  | \$ 4,926   | \$ 7,856         | \$ 7,850      | \$ 2,205    | \$ 22,637  |
| Totals                            | \$ 11,825,000 | \$ 38,833  | \$ 61,932        | \$ 183,175    | \$ 52,798   | \$ 336,738 |

| Tax Abatement Line Item Impact |  | Sugar Land | Fort Bend County | Fort Bend ISD | M.U.D. #21* | Total     |
|--------------------------------|--|------------|------------------|---------------|-------------|-----------|
| Land                           |  | \$ -       | \$ -             | \$ -          | \$ -        | \$ -      |
| New Construction               |  | \$ 18,226  | \$ 29,068        | \$ -          | \$ 27,195   | \$ 74,489 |
| Existing Equip/Fixtures        |  | \$ -       | \$ -             | \$ -          | \$ -        | \$ -      |
| Equipment/Fixtures             |  | \$ -       | \$ -             | \$ -          | \$ -        | \$ -      |
| Inventory                      |  | \$ -       | \$ -             | \$ -          | \$ -        | \$ -      |
| Annual Savings From Abatement  |  | \$ 18,226  | \$ 29,068        | \$ -          | \$ 27,195   | \$ 74,489 |

|          |                                                         |           |
|----------|---------------------------------------------------------|-----------|
| Summary: | Annual Savings from Abatement                           | \$ 74,489 |
|          | Annual Savings from Freeport Exemption during Abatement | \$ 17,850 |
|          | Annual Savings from Freeport Exemption after Abatement  | \$ 22,995 |
|          | MUD 21 Annual Freeport Value                            | \$ 5,145  |
|          | MUD 21 Annual Abatement Value                           | \$ 27,195 |

Notes:  
This tax analysis is based on static approved tax rates and company estimates of personal property and improvements based on anticipated Fort Bend Appraisal District valuations. This analysis is for illustrative purposes only. The tax abatement terms and conditions must be approved by each taxing jurisdiction. Throughout the abatement term, a Trustee membership in the Greater Fort Bend Economic Development Council is required. Freeport Exemption is applicable to Fort Bend ISD and MUD #21. During the abatement period MUD #21 Freeport exemption will be reduced dollar for dollar against any applicable abatement per agreement with MUD#21. This analysis was prepared by the Greater Fort Bend Economic Development Council



AGENDA ITEM

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: January 5, 2005

SUBMITTED BY: Patsy Schultz, RTA  
DEPARTMENT: Tax Assessor /Collector  
PHONE NO.: 281-341-3735

AGENDA # 206

DATE: January 11, 2005

**SUMMARY OF ITEM:** Take all appropriate action on Restated as amended Tax Abatement between Fort Bend County, & Sugar Land Properties Inc. (Town Square)

**RENEWAL CONTRACT/AGREEMENT:** Yes (X) No ( )

**LIST SUPPORTING DOCUMENTS ATTACHED:** Tax Abatement Agreement

**FINANCIAL SUMMARY:**

| BUDGETED ITEM:  |        |         | ANNUALIZED DOLLARS: |     | COMMENTS: |
|-----------------|--------|---------|---------------------|-----|-----------|
| Yes ( )         | No ( ) | N/A ( ) | One Time            | ( ) |           |
| Funding Source: |        |         | Recurring           | ( ) |           |
| Fund            | Agency | Object  | N/A                 | ( ) |           |

**Original Form Submitted with back up to County Judge's Office:** Yes ( X )

**CC with back up:**

|                           |                |                        |                |
|---------------------------|----------------|------------------------|----------------|
| yes ( x ) Auditor         | (281-341-3774) | yes ( x ) Comm. Pct. 1 | (281-342-0587) |
| yes ( ) Budget Officer    | (281-344-3954) | yes ( x ) Comm. Pct. 2 | (281-403-8009) |
| yes ( x ) County Attorney | (281-341-4557) | yes ( x ) Comm. Pct. 3 | (281-242-9060) |
| yes ( ) Purchasing Agent  | (281-341-8642) | yes ( x ) Comm. Pct. 4 | (281-980-9077) |
| yes ( x ) County Clerk    | (281-341-8697) |                        |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

Restated as Amended Tax Abatement Agreement between Fort Bend County and Sugar Land Properties Inc. (Town Square)

1-18-05

*Original Agreement sent to Patsy -  
Tax Assessor/Collector.*

STATE OF TEXAS                   §  
                                          §  
COUNTY OF FORT BEND       §

**RESTATED AS AMENDED  
TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY  
AND SUGARLAND PROPERTIES INCORPORATED (TOWN SQUARE)**

By agreement, effective October 24, 2000, Fort Bend County entered into a tax abatement agreement with Sugarland Properties, Incorporated (Town Square). Effective March 25, 2003, the parties amended the tax abatement agreement. **TOWN CENTER LAKSIDE, LTD.**, through its sole General Partner, **SUGARLAND PROPERTIES INCORPORATED**, has requested additional amendments to the tax abatement agreement. For the convenience of the parties and for ease of reference, the parties wish to restate the tax abatement agreement with all amendments to date included in this Restated as Amended Tax Abatement Agreement.

**AGREEMENT**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court and **TOWN CENTER LAKSIDE, LTD.**, through its sole General Partner, **SUGARLAND PROPERTIES INCORPORATED**, hereinafter referred to as "Owner" of the tract of land comprising Reinvestment Zone No. 2000-01 created by the City of Sugar Land.

**1.     Authorization:**

- a.     This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;

- b. The Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, which was approved by the County's Commissioners Court on November 4, 2003. The County has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.
- c. No official of the County has an interest in the property subject to this Agreement.

2. **Definition:**

As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The "**Certified Appraised Value or Value**" means the value certified as of January 1 of each year of this Agreement regarding the property within City of Sugar Land Reinvestment Zone No. 2000-01 by the Fort Bend County Central Appraisal District.
- b. "**Office Building B**" means a building located on Reserve "B" of the Plat, to be used primarily for office use, containing approximately 125,000 square feet of office space, and any parking garages or portions thereof constructed to serve Office Building B, as shown on Exhibit A."
- c. "**Office Building H**" means a building located on Reserve "H" of the Plat, to be used primarily for office use, containing approximately 150,000 square feet of office space, and any parking garages or portions thereof constructed to serve Office Building H.
- d. "**Office Building E**" means the second and any additional floors constructed for office use of an office and retail condominium building located on Reserve "E" of the Plat, and any parking garages or portions thereof constructed to serve Office Building E, located as shown on Exhibit A. The office portion of Office Building E shall contain approximately 25,000 square feet at a minimum, but may contain more square feet depending upon the number of floors constructed.
- e. "**Office Building J**" means the second and any additional floors

constructed for office use of an office and retail condominium building located on Reserve “J” of the Plat, and any parking garages or portions thereof constructed to serve Office Building J, located as shown on Exhibit A. The office portion of Office Building J shall contain approximately 27,000 square feet at a minimum, but may contain more square feet depending upon the number of floors constructed.

- f. **“Office Building N2”** means the second and any additional floors constructed for office use of an office and retail condominium building located on Reserve “N2” of the Plat, and any parking garages or portions thereof constructed to serve Office Building N2, located as shown on Exhibit A. The office portion of Office Building N2 shall contain approximately 20,000 square feet at a minimum, but may contain more square feet depending upon the number of floors constructed.
- g. **“Abatement”** means the full or partial exemption from ad valorem taxes of certain property in the City of Sugar Land Reinvestment Zone No. 2000-01 designated for economic development purposes.
- h. **“Ineligible Property”** means land, inventories, supplies, tools, furnishings, raw material and other forms of movable personal property which are not integral to the operation of the facility and economic life of more than fifteen (15) year.
- i. **“Real Property”** means the 32.0487 acres of land located within Reinvestment Zone No. 2000-01, described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes.
- g. **“Owner”** means **Town Center Lakeside, Ltd.**, the Owner of the real property subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior approval of the Fort Bend County Commissioners’ Court.
- h. **“County”** means the County of Fort Bend, Texas.
- i. **“District”** means Fort Bend County Central Appraisal District.
- j. **“Plat”** means **SUGAR LAND TOWN SQUARE, AN AMENDING PLAT**, a planned development district in Fort Bend County, Texas, according to the map or plats thereof recorded under Slide Numbers 2267/A, 2267/B, 2268/A of the Plat Records of Fort Bend County,



Texas.

**3. Subject Property**

City of Sugar Land Reinvestment Zone No. 2000-01 is an area located in Fort Bend County, Texas, being legally described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The Fort Bend County Appraisal District has established the base year values for the subject property as of January 1, 2003.

**4. Responsibility of Owner**

In consideration of receiving the tax abatement granted herein, the Owner represents and agrees:

- (a) That construction of Office Building B and E shall be completed on or before March 1, 2006.
- (b) That construction of Office Building H shall be completed on or before January 1, 2009.
- (c) That construction of Office Building J and N2 shall be completed on or before January 1, 2004.
- (d) That the minimum construction costs of each Office Building shall not be less than the following:

| <u>Office Building</u> | <u>Minimum Construction Cost</u> |
|------------------------|----------------------------------|
| B                      | \$11,875,500.00                  |
| E                      | \$2,375,000.00                   |
| H                      | \$14,250,000.00                  |
| J                      | \$2,898,000.00                   |
| N2                     | \$1,805,000.00                   |

Owner shall provide Tax Assessor/Collector a certified statement evidencing

the above minimum construction costs with respect to each Office Building within thirty (30) days after completion

- (e) That the Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- (f) That the Owner will participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.
- (g) **THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- (h) **THE OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD. FAILURE TO NOTIFY THE TAX ASSESSOR-COLLECTOR OF ANY SALE OF THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT SHALL RESULT IN IMMEDIATE DEFAULT OF THIS AGREEMENT.**

**5. Value and Term of Abatement**

This Agreement shall be effective on January 1, 2004 and shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2016. In no event shall this agreement extend beyond December 31, 2016. This Agreement shall terminate on the completion of the abatement, unless earlier termination as provided elsewhere herein. Owner's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements and the Personal Property.

Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax abatement for the following years and in the following amounts on the Value of the Improvements and the Personal Property:

| <b><u>Office Building B and E</u></b> | <b><u>Tax Year</u></b> | <b><u>Percentage Abatement</u></b> |
|---------------------------------------|------------------------|------------------------------------|
|                                       | 2006                   | 100%                               |
|                                       | 2007                   | 100%                               |
|                                       | 2008                   | 100%                               |
|                                       | 2009                   | 100%                               |
|                                       | 2010                   | 100%                               |
|                                       | 2011                   | 100%                               |
|                                       | 2012                   | 100%                               |
|                                       | 2013                   | 50%                                |
| <b>TOTAL = 750%</b>                   |                        |                                    |

| <b><u>Office Building H</u></b> | <b><u>Tax Year</u></b> | <b><u>Percentage Abatement</u></b> |
|---------------------------------|------------------------|------------------------------------|
|                                 | 2009                   | 100%                               |
|                                 | 2010                   | 100%                               |
|                                 | 2011                   | 100%                               |
|                                 | 2012                   | 100%                               |
|                                 | 2013                   | 100%                               |
|                                 | 2014                   | 100%                               |
|                                 | 2015                   | 100%                               |

2016 50%

**TOTAL = 750%**

| <u>Office Building J and N2</u> | <u>Tax Year</u> | <u>Percentage Abatement</u> |
|---------------------------------|-----------------|-----------------------------|
|                                 | 2004            | 100%                        |
|                                 | 2005            | 100%                        |
|                                 | 2006            | 100%                        |
|                                 | 2007            | 100%                        |
|                                 | 2008            | 100%                        |
|                                 | 2009            | 100%                        |
|                                 | 2010            | 100%                        |
|                                 | 2011            | 50%                         |

**TOTAL = 750%**

- (a) The abatement granted shall not apply to the Value of the Land, increases in the Value of the Land, inventory, supplies or personal property.
- (b) All Improvements shall be completed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are erected.
- (c) In the event Office Buildings B and E are not completed by March 1, 2006, the tax abatement provided for herein for Buildings B and E for tax years 2006, 2007, 2008, 2009, 2010, 2011, 2012 and 2013 shall not apply. Failure of Owner to complete construction of Buildings B and E by March 1, 2006 shall not be considered a breach of this Agreement by Owner.
- (d) In the event Office Building H is not completed by January 1, 2009, the tax abatement provided for herein for Building H for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 shall not apply. Failure of Owner to complete construction of Building H by January 1, 2009 shall not be

considered a breach of this Agreement by Owner.

- (e) In the event Office Buildings J and N2 are not completed by January 1, 2004, the tax abatement provided for herein for Buildings J and N2 for tax years 2004, 2005, 2006, 2007, 2008, 2009, 2010 and 2011 shall not apply. Failure of Owner to complete construction of Buildings J and N2 by January 1, 2004 shall not be considered a breach of this Agreement by Owner.
- (f) If the value of any building is less than \$1,000,000.00 on January 1 of any year for which the abatement is provided for the respective building of this Agreement, the abatement granted for that building for that year shall not apply.
- (g) The Fort Bend Central Appraisal District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- (h) On or before September 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Tax Assessor/Collector that each party is in compliance with each term of this Agreement.

## **6. Taxability**

During the period that this tax abatement is effective, taxes shall be payable as follows:

- a. The Value of Ineligible Property shall be fully taxable, including inventory;
- b. The Value of existing Improvements and Personal Property shall be determined annually by the Central Appraisal District.

## **7. Event of Default**

- (a) The County may declare the Owner in default of this Agreement if: (1) the Owner fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become

delinquent; (3) vacates any of the improvements subject to the agreement before the term of the abatement.

- (b) The County shall notify the Owner of any default in writing specifying the default. The Owner shall each have thirty (30) days from the date of the notice to cure any default. If the Owner fails to cure the default, the County may terminate this Agreement by written notice.
- (c) If this Agreement is terminated by the County, the Owner agrees that it is liable for and will pay to the County within thirty (30) days of the termination of this Agreement:
  - (1) The amount of all property taxes abated under this Agreement;
  - (2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and
  - (3) Penalties on the amount abated in the year of default, at the rate provided for in the TAX CODE for delinquent taxes.
- (d) The County shall have a lien against the Owner's real property and improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

#### **8. Administration and Inspection**

This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. The Owner shall allow employees or other representatives of the County who have been designated by the Tax Assessor/Collector to have access to the reinvestment zone during the term of the Agreement. All regular inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Owner may accompany the inspector.

Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner.

The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement of the real property subject to this Agreement and (2) the full taxable value without abatement of the real property and other property otherwise located at or about the Owner's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

The Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the abatement. Such information shall also be provided to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement, including Owner's payroll records.

**9. Assignment**

This Agreement may not be assigned without prior written consent of the County. No assignment shall be effective or approved if either the County has declared a default hereunder which has not been cured or the new Owner is delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

Any and all assignments shall contain the same terms and conditions as set out in the first Abatement Agreement and shall be granted for the remaining term of the original tax abatement

agreement only.

**10. Indemnity**

It is understood and agreed between the parties that TOWN CENTER LAKSIDE, LTD., through its sole General Partner, SUGARLAND PROPERTIES INCORPORATED, in performing its obligations hereunder, is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. TOWN CENTER LAKSIDE, LTD., THROUGH ITS SOLE GENERAL PARTNER, SUGARLAND PROPERTIES INCORPORATED, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND THE CENTRAL APPRIASAL DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF TOWN CENTER LAKSIDE, LTD., AND SUGARLAND PROPERTIES INCORPORATED'S OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. TOWN CENTER LAKSIDE, LTD., AND SUGARLAND PROPERTIES INCORPORATED'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION. TOWN CENTER LAKSIDE, LTD. AND SUGARLAND PROPERTIES INCORPORATED SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY THE COUNTY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLEY BY TOWN CENTER LAKSIDE,



**LTD. AND SUGARLAND PROPERTIES INCORPORATED. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT COUNTY FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND TOWN CENTER LAKSIDE, LTD. AND SUGARLAND PROPERTIES INCORPORATED SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.**

**11. Force Majeure**

If by reason of force majeure, the Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten (10) calendar days of the occurrence relied upon. The obligation of Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. The Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner.

**12. Commissioners Court Approval**

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

**13. Compliance with State and Local Regulations**

This Agreement shall not be construed to alter or affect the obligations of Owner to comply

with any City ordinance or Federal or State law or regulation.

**14. Changes in Tax Laws**

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

**15. Miscellaneous**

(a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

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

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

**16. Notices**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the

United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

To the **Tax Assessor/Collector:** Ms. Patsy Schultz  
Fort Bend County Tax Assessor-Collector  
500 Liberty, Suite 101  
Richmond, Texas 77469

To **Owner:** Town Center Lakeside, Ltd.  
Sugarland Properties, Inc.  
Its sole general partner  
4665 Sweetwater Blvd., Suite 100  
Sugar Land, Texas 77479  
Attn: Les A. Newton, President

To **County:** Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attention: County Judge

**Copy to:** Mr. Ben W. "Bud" Childers  
Fort Bend County Attorney  
301 Jackson, Suite 621  
Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner to provide the County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.**

**17. Entire Agreement; Ordinance and Economic Impact Statement**

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit B – Ordinance No. 1230 Designating Reinvestment Zone No. 2000-01, and Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

**18. Execution**

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County, Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Town Center Lakeside, Ltd. through its sole general partner, Sugarland Properties Incorporated have full authority to execute this Agreement and bind Town Center Lakeside, Ltd. through its sole general partner, Sugarland Properties Incorporated, to the same.

**FORT BEND COUNTY**

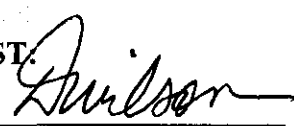
By:

  
Robert E. Hebert, County Judge

Date:

1-11-05

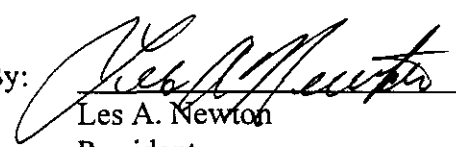
ATTEST:

  
Dianne Wilson, County Clerk

**TOWN CENTER LAKESIDE, LTD.,  
a Texas limited partnership**

By: Sugarland Properties Incorporated, a  
Texas corporation, its sole General  
Partner

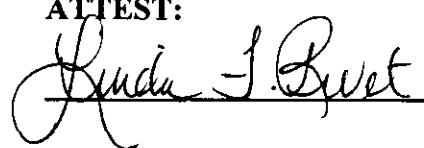
By:

  
Les A. Newton  
President

Date:

1/5/05

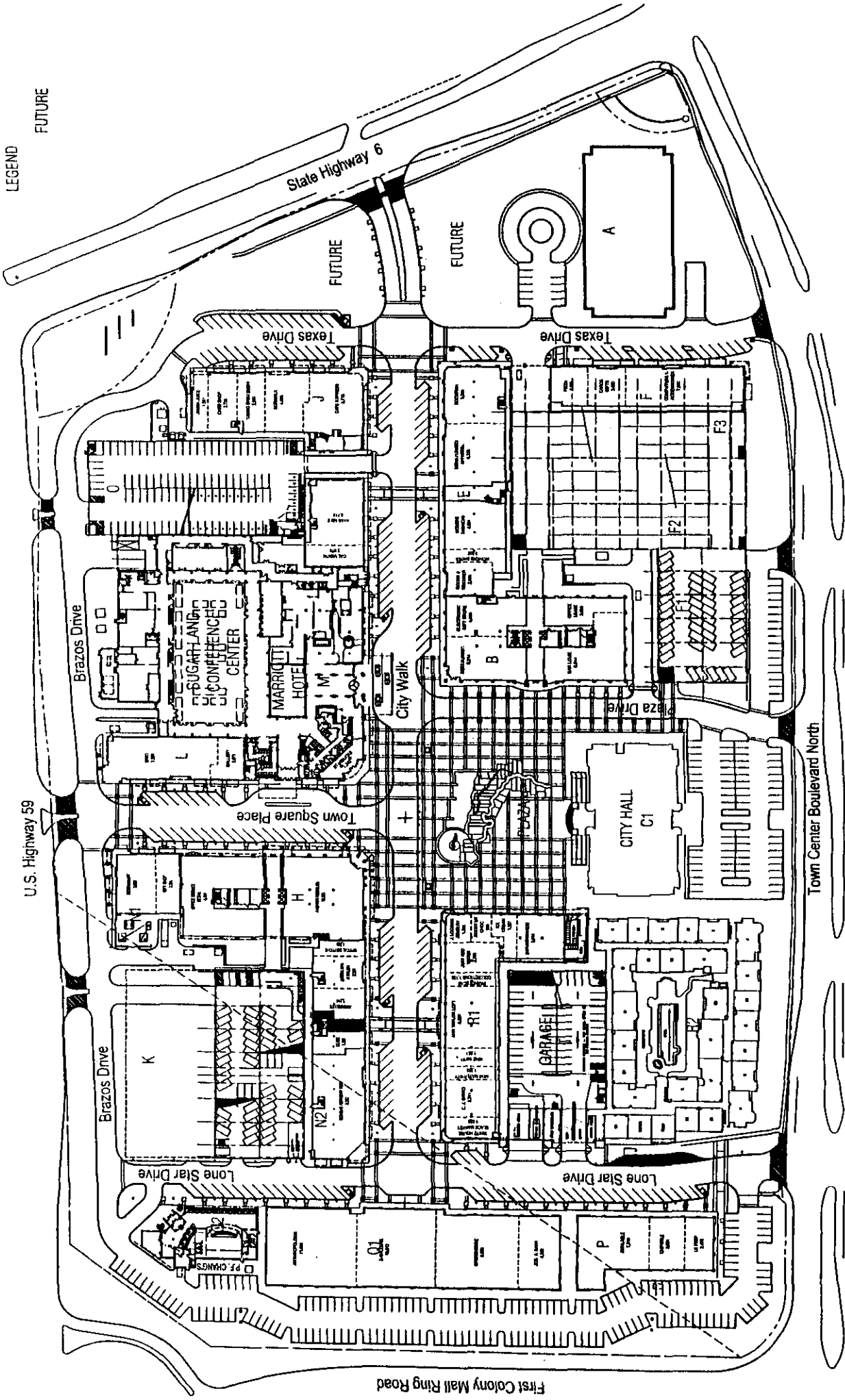
ATTEST:

  
Linda J. Gwert

Attachments: Exhibit A – Sugar Land Town Square Site Plan  
Exhibit B – Ordinance No. 1230 Designating Reinvestment Zone No. 2000-01

Exhibit C – Economic Impact Statement/Application for Value Added Tax  
Abatement

mer\Sugar Land Town Square -3195-74 (010405)



Retail Leasing Plan

S U G A R L A N D

Developed by

Sugarland Properties Incorporated

Sugar Land, Texas

# TOWN SQUARE

SLA Studio Land, Inc.

Urban Planners/Landscape Architects

Ambrose, McEnany and House, Architects  
Architects

**ORDINANCE NO. 1230**

**AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2000-01 FOR A 32 ACRE TRACT OF LAND LOCATED AT THE INTERSECTION OF STATE HIGHWAY 6 AND U.S. HIGHWAY 59.**

WHEREAS, the Property Redevelopment and Tax Abatement Act (Tax Code § 312 et seq.) authorizes cities to create reinvestment zones and enter into tax abatement agreements with the owners of qualifying properties in reinvestment zones; and

WHEREAS, the City has received an application requesting tax abatement for real property improvements to be located in the zone; and

WHEREAS, the zone is eligible for tax abatement; and

WHEREAS, a public hearing, for which notice was given as required by law, was held at which interested persons were given an opportunity to present evidence for and against the creation of the zone; and

WHEREAS, the City Council has found that the improvements sought to be located in the proposed reinvestment zone are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of the reinvestment zone will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment into the zone that would be a benefit to the property located therein and that will contribute to the economic development of the City of Sugar Land; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF SUGAR LAND, TEXAS:**

**Section 1.** That Reinvestment Zone No. 2000-01 is created for the real property described in Exhibit A, attached to and incorporated into this ordinance by reference.

**Section 2.** That the Reinvestment Zone created herein is eligible for commercial-industrial tax abatement as provided by law.

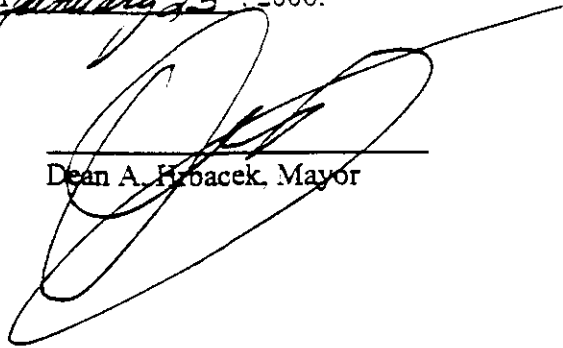
**Section 3.** That Reinvestment Zone No. 2000-01 shall expire five years from the date of this ordinance.

EXHIBIT

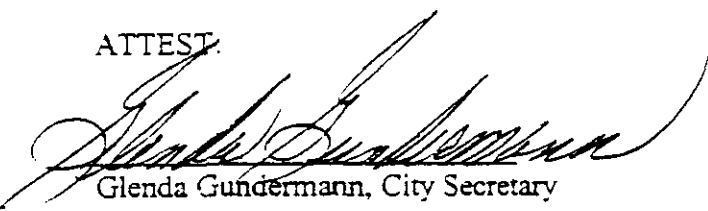
B

APPROVED on first consideration on January 18, 2000.

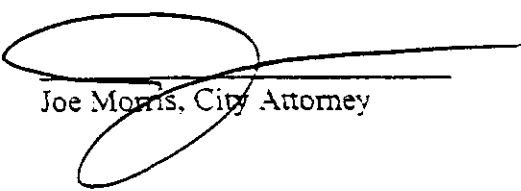
ADOPTED upon second consideration on January 25, 2000.

  
\_\_\_\_\_  
Dean A. Hrbacek, Mayor

ATTEST:

  
\_\_\_\_\_  
Glenda Gundermann, City Secretary

APPROVED:

  
\_\_\_\_\_  
Joe Morris, City Attorney

Attachment: Exhibit A - Property Description



**SUGARLAND PROPERTIES, INC.  
SUGAR LAND TOWN SQUARE  
ECONOMIC IMPACT STATEMENT  
APPLICATION FOR VALUE ADDED TAX ABATEMENTS**

The City of Sugar Land, Fort Bend County  
And First Colony LID #2

Sugarland Properties, Inc. (SPI) has proposed a planned development on the southwest corner of US 59 and State Highway 6, which is referred to as Sugar Land Town Square. The development is planned as a neo-traditional town square with generous open space, extensive streetscapes and wide sidewalks providing access to retail store, offices and restaurants. Town Square will create the opportunity for major facilities, including a full-service hotel with connecting conference center, residential rental units, office buildings and high-end retail, all built around a traditional public plaza with a fountain and extensive landscape and streetscape.

A Sugar Land Town Square Tax Increment Reinvestment Zone ("TIRZ") has been established and will serve as a financing mechanism for the public infrastructure, including the plaza, streets, sidewalks, streetscape, lighting, landscaping and amenities, traffic and signalization improvements and certain underground utilities for development. Funds will be generated on new private sector development within the TIRZ to pay for these public improvements. The City of Sugar Land, Fort Bend County, and the Fort Bend County Levy Improvement District No. 2, are all participating in the TIRZ for 25 years, through 12/31/25.

The funds from the TIRZ will go strictly toward public improvements, not the actual construction and development of buildings. Therefore, SPI is requesting a 750% tax abatement on the two office buildings being proposed in Sugar Land Town Square. Building B & H (as referred to in the TIRZ master plan) are planned to each be a 150,000 sf class A office buildings, valued at \$13,500,000 each. The buildings each will include approximately 10,000 sf of retail ancillary to office usages. Parking garages will serve the parking needs for tenants of these buildings. Construction of these office buildings will be commenced upon pre-leasing.

Criteria For Consideration Of Value Added Tax Abatement

1. **Central Appraisal District value of land and existing improvements:**  
The TIRZ includes 32.0487 acres valued @ \$6,365,990 (per 1-1-00 value Fort Bend Central Appraisal District Valuation). Approximately 6.4 acres will be allocated to the office buildings with a value of \$1271263.

**EXHIBIT**

C

2. **Type and value of proposed improvements:**

Bldg. 1: Class A Office Building – 6 story 150,000 sq. ft.  
Total Cost \$ 13,500,000

To be completed in 2002

Bldg. 2: Class A Office Building – 6 story 150,000 sq. ft.  
Total Cost \$ 13,500,000

To be completed in 2004

3. **Productive life of proposed improvements:** 30 years

4. **Existing jobs to be retained:** Sugar Land and Fort Bend County companies will have an opportunity to expand their offices into these facilities and retain existing employees in Sugar Land.

5. **New jobs to be created:** Based on an estimated ratio of 4 employees per 1000 sq. ft., an estimated 1,200 new jobs will be created or relocated in these two office buildings combined.

6. **Local payroll to be created:** Based on the above assumption and an estimated annual salary of \$45,000/per employee, an projected total annual payroll of \$54,000,000 will be generated.

7. **Will Fort Bend residents have the opportunity to fill the newly created positions:**  
Yes, Fort Bend residents will have employment opportunities from this project.

8. **Local Sales tax to be generated:** The retail portion of these projects will generate approximately \$250-300/sf in revenues yielding an estimated \$100,000 to \$120,000 per year in sales tax revenues for the City of Sugar Land. However, it is difficult to determine sales tax generated from any of the prospective office uses, although, employees will shop and eat at the surrounding amenities and generate a generous amount of sales tax.

The developer also commits to claim "in situs" for the building materials for these projects, which will generate sales tax for the city.

9. **Property tax base valuation increase:** Approximately \$27,000,000 after period of abatement, which will also increase due to personal property being relocated with companies choosing to move to the area.

10. **Fort Bend County's costs incurred to provide facilities or services:** The TIRZ will fund public infrastructure improvements, such as the plaza, streets, sidewalks, streetscape, lighting, landscaping and amenities, traffic and signalization improvements and certain underground utilities for development.
11. **Amount of taxes to be paid to the taxing entities during the period of abatement:** See attached schedule.
12. **Population growth as a direct result of improvements:** The Town Square project will include residential units, which will attract new residents to Sugar Land. The offices themselves will not likely generate a large influx of people moving into the area.
13. **Public improvements to be made by the Company:** The developer will develop streets, sidewalks, landscaping, surface parking, parking garages and all other infrastructure for the site to be developed.
14. **Competition with existing businesses:** This project is unique in nature as a part of a multi-use master plan; therefore, while it will compete somewhat with existing offices, it is expected to fill a market niche for highly amenitized office not currently provided in the area.
15. **Impact on business opportunities:** The Town Square project will certainly stimulate the economy by attracting many new businesses into the area and providing a number of new services.
16. **Attraction of other new businesses:** The construction of this project will undoubtedly bring new business to Sugar Land and Fort Bend County.
17. **Compatibility with zoning ordinances and comprehensive plans:** Ordinance 1124, which currently limits office Building B to four stories, will need to be amended to include Building B as a six story office building. Building H is compatible with the existing Planned Development zoning and is compatible with surrounding development, such as the retail and restaurants whose services add amenities to the offices.
18. **Environmental compatibility:** The project is in compliance with existing government regulations. And the owner will not lease to any companies that are not environmentally compatible with other tenants or neighbors in the area in order to protect their investment.
19. **Has the company agreed to participate in the continuing economic development process in Fort Bend County by becoming a member of the GFBEDC for a minimum period coinciding with the term of any abatement granted by the County of Fort Bend:** Sugarland Properties is currently a Trustee member of the Greater Fort Bend Economic Council.

The Greater Fort Bend Economic Development Council certifies Sugarland Properties has met the standard requirements and is qualified for value added tax abatement.

\_\_\_\_\_  
Herbert W. Appel, Jr., President  
Greater Fort Bend Economic  
Development Council

\_\_\_\_\_  
Date

Sugarland Properties hereby certifies that all statements and representations made herein are accurate to the best of their knowledge, and agrees to comply with these terms.

\_\_\_\_\_  
Les Newton, President  
Sugarland Properties, Inc.

\_\_\_\_\_  
Date

Summary of Request by Planned Community Developers to modify own Square Tax  
Abatement Agreement – January 2005

**Request:**

On December 8<sup>th</sup>, Planned Community Developers sent a letter to the County, City and LID No. 2 requesting changes to their abatement agreement for Sugar Land Town Square. PCD is requesting the current amended and restated agreements be modified to align the anticipated completion dates for Buildings B, E and H with the current development schedule. The changes requested by Planned Community Developers move the completion date of Office buildings B and E from January 1, 2005 to March 1, 2006 and office building H from January 1, 2007 to January 1, 2009. All other matters covered by the agreement remain unchanged.

**Financial Impact:**

These properties are located within a Tax Increment Reinvestment Zone (TIRZ). All new value added tax revenues generated during the term of the TIRZ are returned to the TIRZ until it's expiration.<sup>1</sup> Any expected deficiency in payment to retire TIRZ debt will be recovered from the City. There is no financial impact to the County or LID from these changes.

**Status of Other Parties Approval in the TIRZ:**

The City of Sugar Land approved the amendment to the agreement on January 4<sup>th</sup>, 2005. LID No. 2 approved the amendment to the agreement on January 5<sup>th</sup>, 2005.

**Summary of Current Tax Abatement and Schedule Commitments:**

| <b>Building</b> | <b>Completion Date</b> | <b>Office Sq. Ft</b> | <b>Contruction Costs</b> |
|-----------------|------------------------|----------------------|--------------------------|
| Building J      | 01/01/04               | 27,000               | \$2,898,000              |
| Building N2     | 01/01/04               | 20,000               | \$1,805,000              |
| Building B      | 01/01/05               | 125,000              | \$11,875,000             |
| Building E      | 01/01/05               | 25,000               | \$2,375,000              |
| Building H      | 01/01/07               | 150,000              | \$14,250,000             |
| Total           |                        | 347,000              | \$33,203,000             |

**Proposed Tax Abatement and Schedule Commitments:**

| <b>Building</b> | <b>Completion Date</b> | <b>Office Sq. Ft</b> | <b>Contruction Costs</b> |
|-----------------|------------------------|----------------------|--------------------------|
| Building J      | 01/01/04               | 27,000               | \$2,898,000              |
| Building N2     | 01/01/04               | 20,000               | \$1,805,000              |
| Building B      | 03/01/06               | 125,000              | \$11,875,000             |
| Building E      | 03/01/06               | 25,000               | \$2,375,000              |
| Building H      | 01/01/09               | 150,000              | \$14,250,000             |
| Total           |                        | 347,000              | \$33,203,000             |

<sup>1</sup> The TIRZ was created in 1998 with a term of 25 years. The term of the TIRZ may be less if the initial debt is recovered more quickly than anticipated by the initial agreement and the parties agree to terminate the TIRZ.

Summary of Request by Planned Community Developers to modify own Square Tax  
Abatement Agreement – January 2005

Each building has an abatement schedule of 750% over 8 years comprised of 100% abated during the first 7 years and 50% abated in the 8<sup>th</sup> year. The current schedule for abatement is as follows:

| Building    | Begin Date | End Date | Abated Value |
|-------------|------------|----------|--------------|
| Building J  | 2004       | 2011     | 750%         |
| Building N2 | 2004       | 2011     | 750%         |
| Building B  | 2005       | 2012     | 750%         |
| Building E  | 2005       | 2012     | 750%         |
| Building H  | 2007       | 2014     | 750%         |

The proposed schedule for abatement is:

| Building    | Begin Date | End Date | Abated Value |
|-------------|------------|----------|--------------|
| Building J  | 2004       | 2011     | 750%         |
| Building N2 | 2004       | 2011     | 750%         |
| Building B  | 2006       | 2013     | 750%         |
| Building E  | 2006       | 2013     | 750%         |
| Building H  | 2009       | 2016     | 750%         |

The GFBEDC recommends approval of the requested amendments on an expedited basis to encourage development of the next series of planned growth in Sugar Land Town Square.

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

**FORT BEND COUNTY** **AGENDA ITEM**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/5/05

SUBMITTED BY: Ann Werlein  
DEPARTMENT: County Judge  
PHONE NO.:

AGENDA  
# 20 C

COURT AGENDA DATE: 1/11/05

**SUMMARY OF ITEM:** Take all appropriate action to adopt the following Resolutions for legislative action by the 79<sup>th</sup> Legislative Session on behalf of Fort Bend County:

- A. Resolution Supporting a Constitutional Amendment to Abolish the Office of County Treasurer of Fort Bend County
- B. Resolution Supporting Special Legislation for the Creation of the North Fort Bend County Water Authority
- C. Resolution Supporting a Constitutional Amendment Prohibiting Unfunded Mandates on Texas Counties
- D. Resolution Supporting the Search for a Fair and Equitable School Finance System
- E. Resolution Supporting Additional Local Controls to Regulate Subdivisions
- F. Resolution Supporting Term Limits on TCEQ Landfill Permits
- G. Resolution Supporting Changing the Central Appraisal District Board Member Composition
- H. Resolution Supporting Greater Local Control of County Revenue and Expenditures
- I. Resolution Supporting Granting Fort Bend County Authority to Create Tax Increment Reinvestment Zones in its Unincorporated Areas
- J. Resolution Supporting Additional Financial Support for All Texas Community Colleges
- K. Resolution Supporting Property Owner Approval Prior to the Issuance of Certificates of Convenience and Necessity
- L. Resolution In Response to the Proposed Legislation to Cap Increases in Property Values

Original Form Submitted with back up to County Judge's Office: Yes ( )

CC with back up:

|                          |                |                      |                |
|--------------------------|----------------|----------------------|----------------|
| yes (✓) Auditor          | (281-341-3774) | yes (✓) Comm. Pct. 1 | (281-342-0587) |
| yes (✓) Budget Officer   | (281-344-3954) | yes (✓) Comm. Pct. 2 | (281-403-8009) |
| yes (✓) County Attorney  | (281-341-4557) | yes (✓) Comm. Pct. 3 | (281-242-9060) |
| yes (✓) Purchasing Agent | (281-341-8642) | yes (✓) Comm. Pct. 4 | (281-980-9077) |
| yes (✓) County Clerk     | (281-341-8697) |                      |                |

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

1-12-05 Original Resolutions sent to  
Donna @ Co. Judges Office.

#20 c 1)

## FORT BEND COUNTY, TEXAS

### RESOLUTION SUPPORTING A CONSTITUTIONAL AMENDMENT TO ABOLISH THE OFFICE OF COUNTY TREASURER OF FORT BEND COUNTY

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, the Commissioners Court of Fort Bend County, (hereinafter referred to as the "Commissioners Court"), as a governing body of Fort Bend County, is committed to giving Fort Bend County residents the maximum return on their investment in County government, and

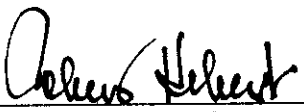
**WHEREAS**, elimination of the Fort Bend County Treasurers office would help in the achievement of this objective, and

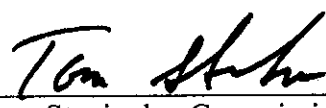
**WHEREAS**, the Texas Constitution specifically provides for amendments to the Constitution by vote of the people, and

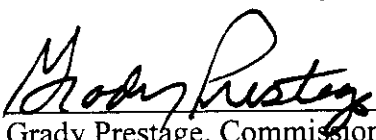
**WHEREAS**, the Commissioners Court is committed to retention of financial safeguards following abolition of the County Treasurers office, therefore

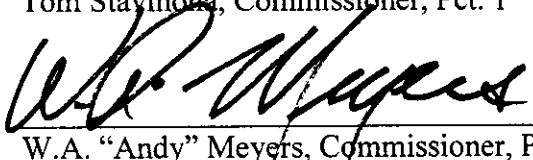
**BE IT RESOLVED** that the Commissioners Court authorizes the County Judge to take any and all actions necessary to submit to the Texas Legislature a Joint Resolution proposing a Constitutional Amendment to Section 44 Article XVI, Texas Constitution to abolish the office of County Treasurer of Fort Bend County.

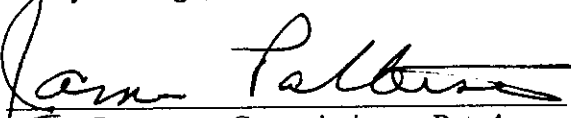
APPROVED this 11<sup>th</sup> day of January, 2005.

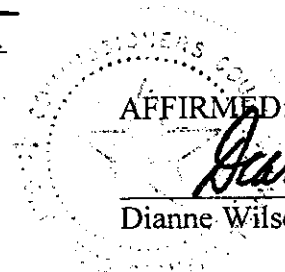
  
Robert E. Hebert, County Judge

  
Tom Stayingoha, Commissioner, Pct. 1

  
Grady Prestage, Commissioner, Pct. 2

  
W.A. "Andy" Meyers, Commissioner, Pct. 3

  
James Patterson, Commissioner, Pct. 4



  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05



# 20 C 2)

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 11<sup>th</sup> day of January, 2005, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court and officer of the County, to-wit:

|                 |                              |
|-----------------|------------------------------|
| Robert Hebert   | County Judge                 |
| Tom Stavinoha   | Commissioner, Precinct No. 1 |
| Grady Prestage  | Commissioner, Precinct No. 2 |
| Andy Meyers     | Commissioner, Precinct No. 3 |
| James Patterson | Commissioner, Precinct No. 4 |
| Dianne Wilson   | County Clerk                 |

and all of said persons were present except \_\_\_\_\_. Whereupon, among other business the following was transacted at said meeting: a written Resolution entitled:

RESOLUTION SUPPORTING SPECIAL LEGISLATION  
FOR THE CREATION OF  
THE NORTH FORT BEND WATER AUTHORITY

(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 passed; and, after due discussion, the motion, carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES:       5  
NOES:       0

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

RESOLUTION SUPPORTING SPECIAL LEGISLATION  
FOR THE CREATION OF  
THE NORTH FORT BEND WATER AUTHORITY

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF FORT BEND§

WHEREAS, the Fort Bend County Surface Water Supply Corporation (the "Corporation") was directed by the Fort Bend County (the "County") Commissioners Court (the "Commissioners Court") to study the needs for surface water for Fort Bend County and has completed its study; and

WHEREAS, the Corporation has recommended the creation of an authority to serve that geographic region of the County shown in proposed legislation attached hereto as Exhibit "A"; and

WHEREAS, the Commissioners Court has determined that the most effective and economical means of planning and developing the infrastructure required for the transportation and delivery of surface water for that geographic region of the County is through the creation of an authority with the power to provide a water supply and facilitate compliance with Fort Bend Subsidence District regulations;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COUNTY JUDGE AND COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

Section 1: That the Commissioners Court of Fort Bend County, Texas hereby supports the passage of special legislation in the 79<sup>th</sup> Texas Legislature for the creation of the North Fort Bend Water Authority.

Section 2: That a copy of the Resolution shall be recorded in the minutes of this Court.

Section 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

ORDERED AND ADOPTED this 11<sup>th</sup> day of January, 2005.

Robert E. Hebert  
Robert E. Hebert, County Judge

Tom Stavinoha  
Tom Stavinoha, Commissioner, Pct. 1

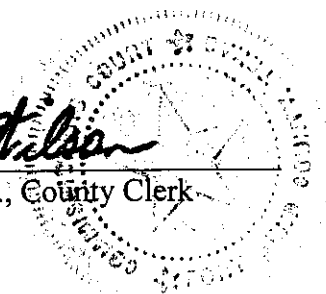
Grady Prestage  
Grady Prestage, Commissioner, Pct. 2

W.A. "Andy" Meyers  
W.A. "Andy" Meyers, Commissioner, Pct. 3

James Patterson  
James Patterson, Commissioner, Pct. 4

AFFIRMED:

Dianne Wilson  
Dianne Wilson, Ph.D., County Clerk



## CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS   §  
                                          §  
COUNTY OF FORT BEND§

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

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

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

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

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

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

6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and

that such meeting was open to the public as required by law at all times during which the Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Governmental Code, as amended.

SIGNED AND SEALED the 11<sup>th</sup> day of JANUARY, 2005.

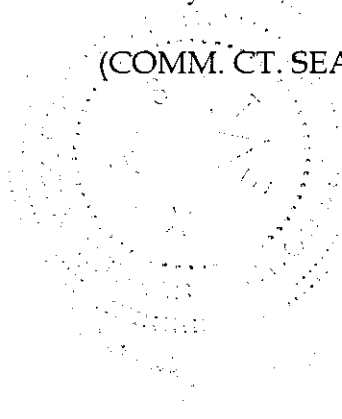


Dianne Wilson  
County Clerk



Robert Hebert  
County Judge

(COMM. CT. SEAL)



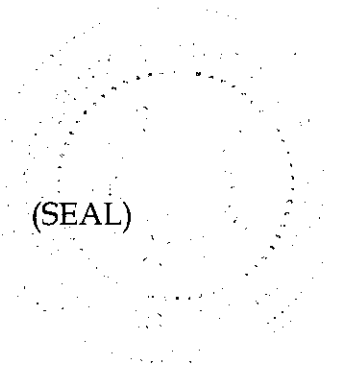
THE STATE OF TEXAS   §  
                                     §  
COUNTY OF FORT BEND§

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an Resolution of the Commissioners Court which was passed and adopted on the 11<sup>m</sup> day of JANUARY, 2005, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Resolution, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, this 11<sup>m</sup> day of JANUARY, 2005.

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

By: 



RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

#20 c 3)

## FORT BEND COUNTY, TEXAS

### RESOLUTION SUPPORTING A CONSTITUTIONAL AMENDMENT PROHIBITING UNFUNDED MANDATES ON TEXAS COUNTIES

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, Fort Bend County, faces increased demand for services due to its rapid population growth, and

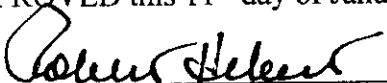
**WHEREAS**, many county government programs are fully or partially supported with funds disbursed by the State of Texas pursuant to the state appropriations process, and

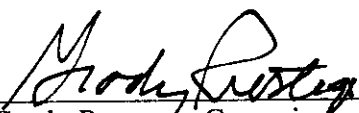
**WHEREAS**, the State of Texas, acting through the Texas Legislature or through a state agency or executive order may enact laws or issue orders that have the unintended consequences of imposing mandatory unfunded financial obligations upon Texas counties, and

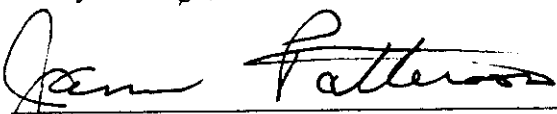
**WHEREAS**, Texas counties cannot conduct reliable financial planning and budgeting under circumstances where the state mandates programs that are not fully funded, or withdraws existing funding for county government programs without removing the counties obligation to perform, therefore

**BE IT RESOLVED** that Fort Bend County supports the passage of a constitutional amendment that would prohibit the imposition of a mandatory governmental program on Texas counties, whether by an act of the Texas Legislature, or by executive order, without the State of Texas first providing for funding and disbursement of all necessary monies required to execute the program.

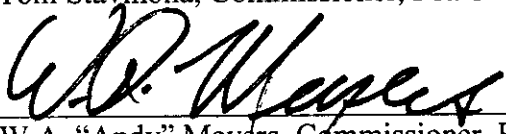
APPROVED this 11<sup>th</sup> day of January, 2005.

  
Robert E. Hebert, County Judge

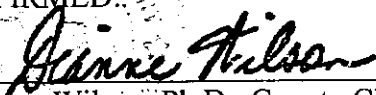
  
Grady Prestage, Commissioner, Pct. 2

  
James Patterson, Commissioner, Pct. 4

  
Tom Stavinoha, Commissioner, Pct. 1

  
W.A. "Andy" Meyers, Commissioner, Pct. 3



  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

**FORT BEND COUNTY, TEXAS**

#20 c 4)

**RESOLUTION SUPPORTING THE SEARCH FOR A FAIR AND  
EQUITABLE SCHOOL FINANCE SYSTEM**

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, the future of our state ultimately rests on the shoulders of our children, and the well-being and future success of our children depends in large part, on receiving a quality education, and

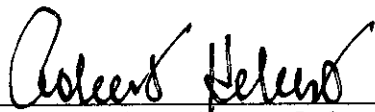
**WHEREAS**, public school districts suffer from a poorly structured funding mechanism that facilitates a disconnect between accountability and authority such that quality education is hampered, rather than promoted, and

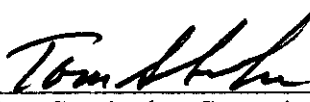
**WHEREAS**, school districts are subjected to unfunded mandates at the whim of the legislature or state education bureaucrats, and

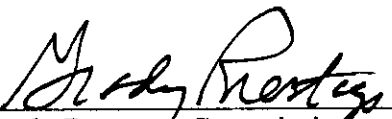
**WHEREAS**, Fort Bend County believes that quality can only be achieved by enabling and requiring school districts to balance their expenditures with their revenue on a statewide basis, therefore

**BE IT RESOLVED** that Fort Bend County supports and encourages the state to search for a fair, effective, and equitable school finance system that promotes and encourages both quality and accountability in an effort to not unduly burden the taxpayer.

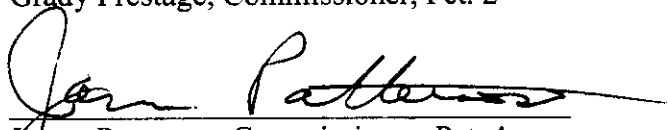
APPROVED this 11<sup>th</sup> day of January, 2005.

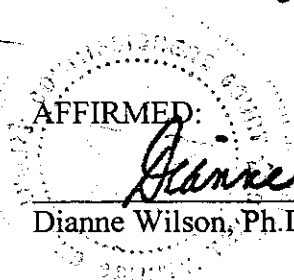
  
Robert E. Hebert, County Judge

  
Tom Stavinoha, Commissioner, Pct. 1

  
Grady Prestage, Commissioner, Pct. 2

  
W.A. "Andy" Meyers, Commissioner, Pct. 3

  
James Patterson, Commissioner, Pct. 4

  
AFFIRMED:  
  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05



## FORT BEND COUNTY

RESOLUTION SUPPORTING ADDITIONAL LOCAL CONTROLS TO  
REGULATE SUBDIVISION DEVELOPMENT

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded in support of the following resolution.

**WHEREAS**, Fort Bend is one of the fastest growing counties in the United States, and

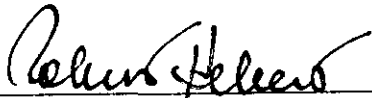
**WHEREAS**, the quality development that Fort Bend County has experienced over the last several years has contributed to the overall high quality of life within the county, and

**WHEREAS**, there is a concern that the rapid rate of growth may adversely impact the quality of development within the county, and

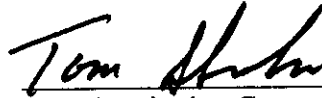
**WHEREAS**, Fort Bend County supports additional local control to regulate development without imposing an undue burden on county property owners or taxpayers, therefore

**BE IT RESOLVED** that Fort Bend County supports legislators giving counties the authority to implement additional local control to regulate subdivision development without imposing undue burdens on property owners and county taxpayers.

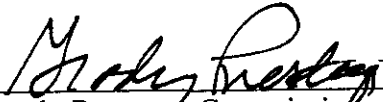
APPROVED this 11<sup>th</sup> day of January, 2005.



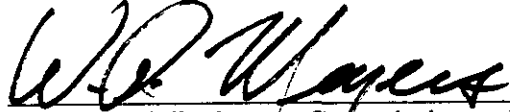
Robert E. Hebert, County Judge



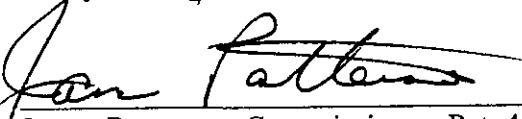
Tom Stavinoha, Commissioner, Pct. 1



Grady Prestage, Commissioner, Pct. 2



W.A. "Andy" Meyers, Commissioner, Pct. 3



James Patterson, Commissioner, Pct. 4

AFFIRMED:



Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

C 6)

**FORT BEND COUNTY, TEXAS**

**RESOLUTION SUPPORTING TERM LIMITS ON  
TCEQ SOLID AND LIQUID WASTE DISPOSAL PERMITS**

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, Counties throughout the State of Texas have active and/or permitted Solid and Liquid Waste Disposal sites, and

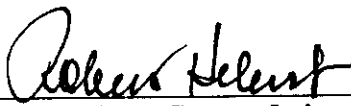
**WHEREAS**, Fort Bend County Commissioners Court finds that permitted Solid and Liquid Waste Disposal sites have no limitations on the time for which they may become operational, thus preventing growth and development within the area from occurring, and

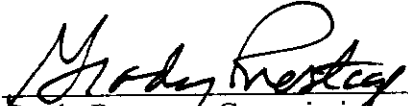
**WHEREAS**, the Fort Bend County Commissioners Court finds that this resolution recommending State legislation will stimulate and encourage development of residential and commercial activity in the county, and

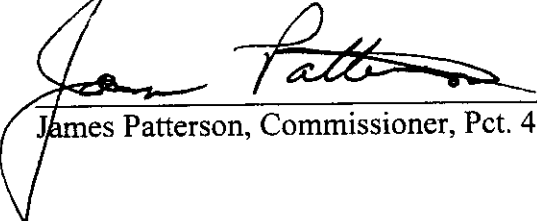
**WHEREAS**, the State Legislation will be necessary to require all Solid and Liquid Waste Disposal Permits that are not currently operational to become fully operational within a given time frame, or the permit will be revoked, therefore

**BE IT RESOLVED**, that Fort Bend County does hereby support term limits on all TCEQ Solid and Liquid Waste Disposal Permits and that the permits shall expire if not acted upon within SIX years of permit issuance.

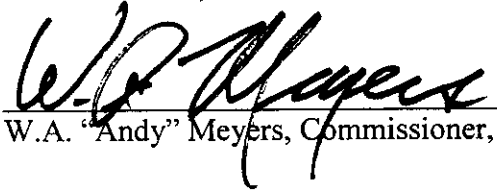
APPROVED this 11<sup>th</sup> day of January, 2005.

  
Robert E. Hebert, County Judge

  
Grady Prestage, Commissioner, Pct. 2

  
James Patterson, Commissioner, Pct. 4

  
Tom Stavinoha, Commissioner, Pct. 1

  
W.A. "Andy" Meyers, Commissioner, Pct. 3

AFFIRMED:

  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

## FORT BEND COUNTY, TEXAS

RESOLUTION SUPPORTING CHANGING THE CENTRAL APPRAISAL  
DISTRICT BOARD MEMBER COMPOSITION

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, Fort Bend County believes that changing the Property Tax Code to have Elected Officials other than the county Tax Assessor-Collector, serve as a member of the Central Appraisal Board is counter to the principal of non-biased citizen representation on that Board, and

**WHEREAS**, Fort Bend County support the revision of the Property Tax Code, Section 6.03 to change the voting entitlement for selection of Board members of the Central Appraisal District, and

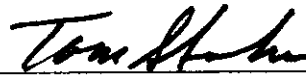
**WHEREAS**, allocation votes for board members of the Central Appraisal District based on net tax levy imposes a penalty on those taxing jurisdictions that govern efficiently, therefore

**BE IT RESOLVED** that Fort Bend County proposes changing the Property Tax Code to have representation on the Board of Directors of the Central Appraisal District based on the gross assessed value of property within each district taxing jurisdiction.

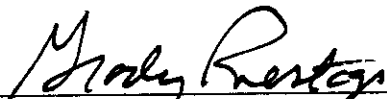
APPROVED this 11<sup>th</sup> day of January, 2005.



Robert E. Hebert, County Judge



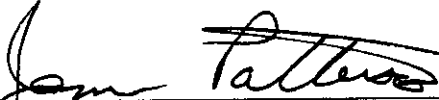
Tom Stavinoha, Commissioner, Pct. 1



Grady Prestage, Commissioner, Pct. 2



W.A. "Andy" Meyers, Commissioner, Pct. 3

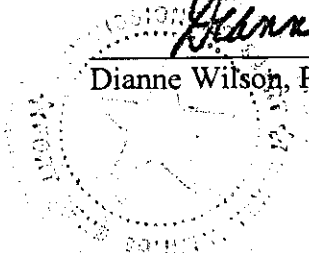


James Patterson, Commissioner, Pct. 4

AFFIRMED:



Dianne Wilson, Ph.D., County Clerk



RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

#C-8

**FORT BEND COUNTY, TEXAS**

**RESOLUTION SUPPORTING GREATER LOCAL CONTROL OF  
COUNTY REVENUE AND EXPENDITURES**

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, it is essential that the governing body of a county have full control and authority over all county revenues and expenditures in order to properly allocate limited county resources to those services mandated by state law and demanded by county citizens, and

**WHEREAS**, Texas counties are restricted to the use of property taxes as their primary source of local funds, and

**WHEREAS**, the governing bodies of counties do not currently have total control of county expenditures due to federal and state unfunded mandates, and

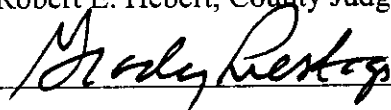
**WHEREAS**, local Property Taxpayers are struggling with the effects of the continuous imposition of state unfunded mandates on counties, and

**WHEREAS**, such disconnect between accountability and authority makes it difficult for local governments to make fiscally sound budgetary decisions, therefore

**BE IT RESOLVED** that Fort Bend County supports the meaningful restructuring of county government budgeting powers with the intent to give Commissioners Courts throughout Texas the authority and responsibility for insuring the prudent and fiscally sound use of taxpayer's dollars.

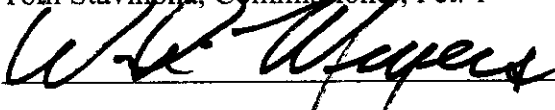
APPROVED this 11<sup>th</sup> day of January, 2005.

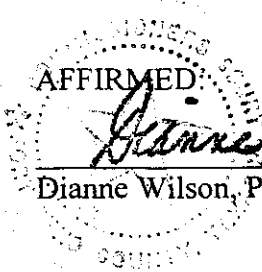
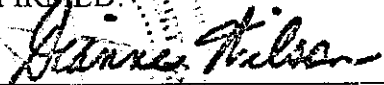
  
Robert E. Hebert, County Judge

  
Grady Prestage, Commissioner, Pct. 2

  
James Patterson, Commissioner, Pct. 4

  
Tom Stavinoha, Commissioner, Pct. 1

  
W.A. "Andy" Meyers, Commissioner, Pct. 3

  
AFFIRMED:  
  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

## FORT BEND COUNTY, TEXAS

### RESOLUTION SUPPORTING GRANTING FORT BEND COUNTY AUTHORITY TO CREATE TAX INCREMENT REINVESTMENT ZONES

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, Fort Bend County is one of the fastest growing counties in Texas, yet includes several underdeveloped and underserved areas, and

**WHEREAS**, the county lacks the authority to utilize tax increment reinvestment zones as a mechanism for development, and

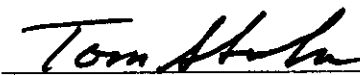
**WHEREAS**, the Commissioners Court of Fort Bend County, (hereinafter referred to as the "Commissioners Court"), as a governing body of Fort Bend County, wishes to obtain authorization from the citizens and Legislature of the State of Texas allowing Fort Bend County to establish Tax Increment Reinvestment Zones in the county as a tool to attract new investment, help redevelopment efforts in underserved communities and encourage infill development, and

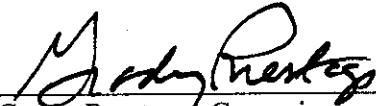
**WHEREAS**, the authority requested will require a change in the Texas Property Tax Code, therefore

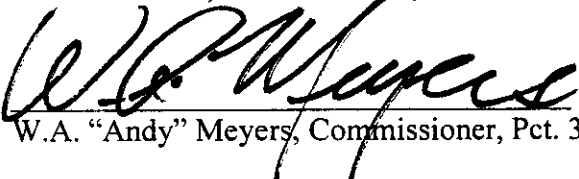
**BE IT RESOLVED** that the Commissioners Court authorizes the County Judge to take any and all actions necessary to pass the needed legislation and to submit said proposed action to the voters of Texas and Fort Bend County for approval if and as required by law.

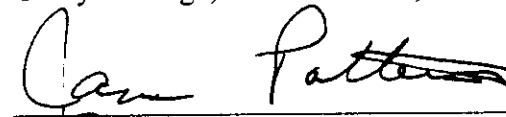
APPROVED this 11<sup>th</sup> day of January, 2005.

  
Robert E. Hebert, County Judge

  
Tom Stavinoha, Commissioner, Pct. 1

  
Grady Prestage, Commissioner, Pct. 2

  
W.A. "Andy" Meyers, Commissioner, Pct. 3

  
James Patterson, Commissioner, Pct. 4

AFFIRMED:

  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

c 10)

## FORT BEND COUNTY, TEXAS

### RESOLUTION SUPPORTING ADDITIONAL FINANCIAL SUPPORT FOR ALL TEXAS COMMUNITY COLLEGES

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, Fort Bend County, acting by and through Commissioners Court, supports maintaining the current level of formula funding and further supports additional funding based on an adjustment for enrollment growth and inflation thereby increasing the financial support for all Texas Community Colleges, and

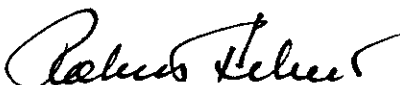
**WHEREAS**, Fort Bend County recognizes that local Community Colleges have a higher enrollment in Texas than other colleges and universities combined, and

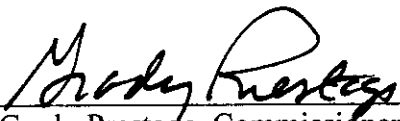
**WHEREAS**, Community Colleges provide access to higher education at a substantially lower cost and allows students to remain close to home during the first two years of their college experience, thereby reducing the burden on parents and students alike, and

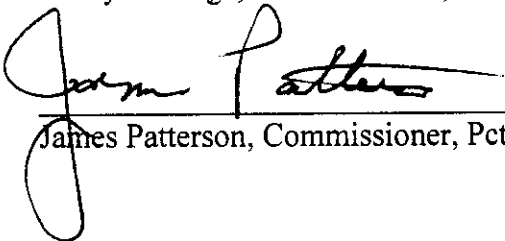
**WHEREAS**, there is a desperate need for enhanced entry level technical training in every business segment in Texas and these skills are primarily provided by the Community College System, therefore

**BE IT RESOLVED** that Fort Bend County does support the passage of legislation that would increase the availability of State funds for Community Colleges throughout Texas.

APPROVED this 11<sup>th</sup> day of January, 2005.

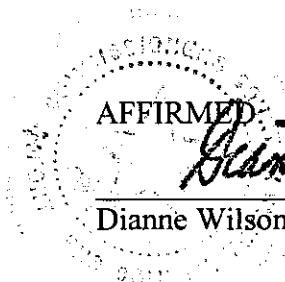
  
Robert E. Hebert, County Judge

  
Grady Prestage, Commissioner, Pct. 2

  
James Patterson, Commissioner, Pct. 4

  
Tom Stavinoha, Commissioner, Pct. 1

  
W.A. "Andy" Meyers, Commissioner, Pct. 3

  
AFFIRMED  
  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

C-11)

**FORT BEND COUNTY, TEXAS**

**RESOLUTION SUPPORTING PROPERTY OWNER APPROVAL PRIOR  
TO THE ISSUANCE OF CERTIFICATES OF CONVENIENCE AND  
NECESSITY**

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, under the current law Certificates of Convenience and Necessity (CCN) are being granted without the consent of landowners, and

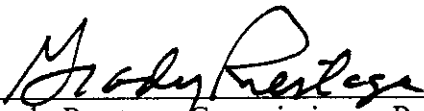
**WHEREAS**, It is virtually impossible for a landowner to determine whether his land is encumbered by a CCN, and

**WHEREAS**, CCN holders have forced landowners to pay large sums of money to remove their land from a CCN where some of these payments have been in excess of any amounts necessary for the CCN holder to recoup its investments, therefore

**BE IT RESOLVED** that Fort Bend County supports rule changes to require the consent of landowners included in an application for a CCN as a condition of approval, and to allow landowners who have been previously included in a CCN without their consent to petition the TCEQ to have their property removed or released from that CCN, and to require CCN holders to record their CCN's in the county's real property records for each county on which property included the CCN is located.

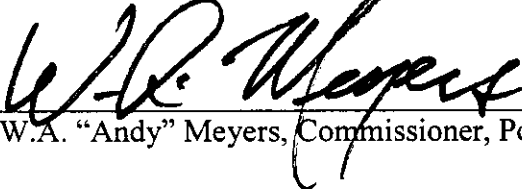
APPROVED this 11<sup>th</sup> day of January, 2005.

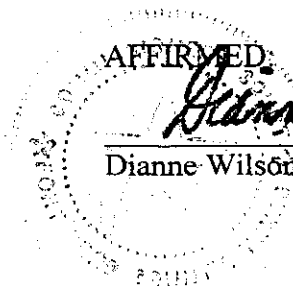
  
Robert E. Hebert, County Judge

  
Grady Prestage, Commissioner, Pct. 2

  
James Patterson, Commissioner, Pct. 4

  
Tom Stavinoha, Commissioner, Pct. 1

  
W.A. "Andy" Meyers, Commissioner, Pct. 3

  
AFFIRMED:  
  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

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C 12)

**FORT BEND COUNTY, TEXAS**

**RESOLUTION IN RESPONSE TO THE  
PROPOSED LEGISLATION TO CAP INCREASES IN PROPERTY VALUES**

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, legislation has been introduced proposing a Constitutional Amendment to cap the annual increases in property values thereby restricting property tax revenues of local governments, and

**WHEREAS**, local property taxpayers are struggling with the burden of mounting property taxes, and

**WHEREAS**, approximately 60% of the property tax burden in Texas comes from local school districts and approximately 16% comes from county government, and

**WHEREAS**, Texas counties are restricted to the use of property taxes as their primary source of revenue, and

**WHEREAS**, Fort Bend County strongly supports property tax relief and has reduced its property tax rate 18.7% since 1997 and maintains an annual 20% Homestead Exemption plus a \$100,000 Senior Citizen/Disabled Citizen Exemption, demonstrating its commitment to property tax relief for our overburdened taxpayers, and

**WHEREAS**, it is essential that the governing body of a county have full control and authority over all county revenues and expenditures in order to properly allocate limited county resources to those services mandated by state law and demanded by county citizens, and

**WHEREAS**, the governing bodies of counties do not currently have total control of county expenditures due to federal and state unfunded mandates, and state legislative requirements, and

**WHEREAS**, local property taxpayers are struggling with the effect of the continuous imposition of state unfunded mandates on counties, cities and schools, and

**WHEREAS**, the proposed legislation to restrict local government revenues implies that local elected officials cannot be trusted to effectively provide for local needs by placing the primary power to determine the revenues and expenses necessary for local needs in the hands of State government; and

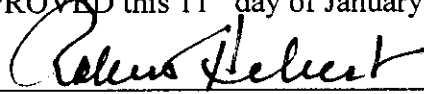
**WHEREAS**, such disconnect between accountability and authority makes it very difficult, if not impossible, for local governments to make fiscally sound budgetary decisions of any meaningful value, therefore

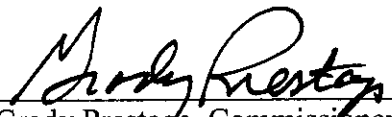


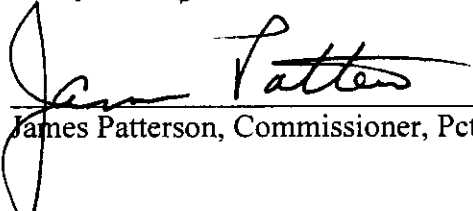
**BE IT RESOLVED THAT** Fort Bend County requests that the proposed legislation to cap the annual increase in property values be modified as follows:

1. To maintain a reasonable cap on annual increases in taxable values of homesteads, and
2. To maintain a reasonable cap on county property tax revenues with appropriate flexibility to meet local needs, and
3. To provide a mechanism for complete funding by the state of unfunded federal and state mandates currently placed on local governments, and
4. To provide for a constitutional prohibition of any future unfunded mandates by the state, and
5. To include a provision allowing adjustment to local tax rates based on local voter mandates and emergency situations, and
6. To restructure Central Appraisal District Boards by apportioning voting power to local taxing entities based on assessed value rather than tax levy, and
7. To provide meaningful restructuring of County Government budgeting powers with the intent to give Commissioners Courts throughout Texas the authority, as well as the responsibility, for insuring the prudent and fiscally sound use of taxpayers' dollars.

APPROVED this 11<sup>th</sup> day of January, 2005.

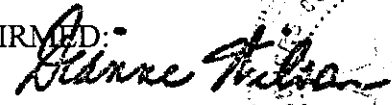
  
Robert E. Hebert, County Judge

  
Grady Prestage, Commissioner, Pct. 2

  
James Patterson, Commissioner, Pct. 4

  
Tom Stavinoha, Commissioner, Pct. 1

  
W.A. "Andy" Meyers, Commissioner, Pct. 3

AFFIRMED:  
  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

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**FORT BEND COUNTY, TEXAS**

**RESOLUTION IN SUPPORT OF LEGISLATION GRANTING  
AUTHORITY TO THE COUNTY TO BUILD ANNEXES IN THE  
UNINCORPORATED AREAS OF THE COUNTY**

On this 11<sup>th</sup> day of January, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to support the following resolution.

**WHEREAS**, a large portion of Fort Bend County's population resides within the unincorporated part of the county; and

**WHEREAS**, Fort Bend County desires to more effectively meet the needs of those citizens within the unincorporated portion of the county; and

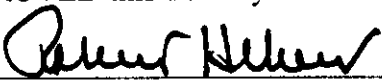
**WHEREAS**, Fort Bend County does not currently possess statutory authority to build a county annex in the unincorporated part of the county to house an additional office for the Tax Assessor Collector along with other County officials and services; and

**WHEREAS**, state law currently prohibits certain county annexes from being built in any area other than within a municipality; and

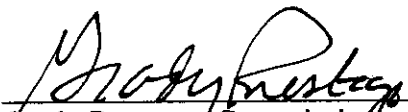
**WHEREAS**, the geographic area located outside the city limits of Katy currently has a greater need for services based upon population than do many of the areas located within municipalities, therefore

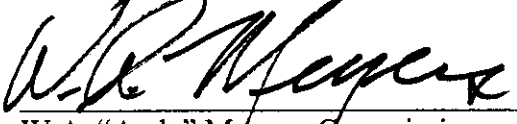
**BE IT RESOLVED** that the Commissioners Court of Fort Bend County supports the passage of legislation granting the county authority to place an annex, housing any and all officials and/or services not specifically required to be located within the county seat, at any location within the county, including unincorporated areas, in an effort to most effectively meet the needs of county residents.

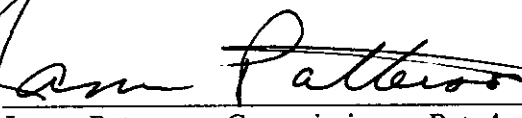
APPROVED this 11<sup>th</sup> day of January, 2005.

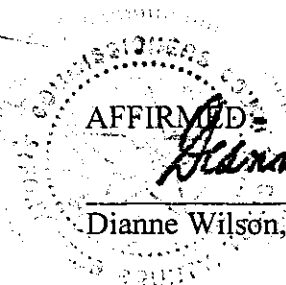
  
Robert E. Hebert, County Judge

  
Tom Stavinoha, Commissioner, Pct. 1

  
Grady Prestage, Commissioner, Pct. 2

  
W.A. "Andy" Meyers, Commissioner, Pct. 3

  
James Patterson, Commissioner, Pct. 4



  
Dianne Wilson, Ph.D., County Clerk

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/06/2005

SUBMITTED BY:

AGENDA

COURT AGENDA DATE: 1/11/2005

DEPARTMENT: County Judge

PHONE NO.: 281-341-8608

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**SUMMARY OF ITEM:** Take all appropriate action necessary to discuss any other legislative resolution of interest to a member of the Commissioners Court.

**RENEWAL CONTRACT/AGREEMENT:** Yes ( ) No ( )

**LIST SUPPORTING DOCUMENTS ATTACHED:**

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:**

**ANNUALIZED DOLLARS:**

**COMMENTS:**

Yes ( ) No ( ) N/A ( )

One Time ( )

**Funding Source:**

Recurring ( )

**Fund Agency Object**

N/A ( )

**Original Form Submitted with back up to County Judge's Office:** ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

**Copies with back-up to:**

( ) Auditor (281-341-3774)

( ) Comm. Pct. 1 (281-342-0587)

( ) Budget Officer (281-344-3954)

( ) Comm. Pct. 2 (281-403-8009)

( ) County Attorney (281-341-4557)

( ) Comm. Pct. 3 (281-242-9060)

( ) Purchasing Agent (281-341-8642)

( ) Comm. Pct. 4 (281-980-9077)

( ) County Clerk (281-341-8697)

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

**AGENDA ITEM**

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/5/05  
COURT AGENDA DATE: 1/11/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA  
DEPARTMENT: (043) ENGINEERING  
PHONE NO.: (281) 633-7507 # 22A

SUMMARY OF ITEM: TAKE ALL APPROPRIATE ACTION TO APPROVE THE AGREEMENT BETWEEN FORT BEND COUNTY AND DANNEBAUM ENGINEERING CORPORATION REGARDING PROFESSIONAL SERVICES IN CONNECTION WITH US90A AT SH99 (GRAND PARKWAY), AMOUNT NOT TO EXCEED \$270,514.54, MOBILITY BOND PROJECT #80. (FUND: 230-043-4301-????) PCT.4.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



**FINANCIAL SUMMARY:**



BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

Yes ( ) No ( ) N/A ( ) One Time ( )

Funding Source: Recurring ( )  
Fund Agency Object N/A ( )

Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| ( ) Auditor          | (281-341-3774) | ( ) Comm. Pct. 1 | (281-342-0587) |
| ( ) Budget Officer   | (281-344-3954) | ( ) Comm. Pct. 2 | (281-403-8009) |
| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

1-18-05 Original Agreement sent to Paulette @ Engineering.

## ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend County, Texas, hereinafter called "the County" and Dannenbaum Engineering Corporation, hereinafter called "Engineer."

### WITNESSETH

WHEREAS, Fort Bend County proposes to construct direct connectors for US 90A at SH 99 (Grand Parkway) in Fort Bend County, Texas, called ("the Project");

WHEREAS, Fort Bend County desires to enter into an agreement for the performance by Engineer of professional services during the Project;

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, local government code; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

### AGREEMENT

#### 1. General

The Engineer shall render professional services to the County related to the Project as defined in the Scope of Services in Attachment A.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

#### 2. Compensation and Payment

- a. The Maximum Compensation under this contract is \$270,514.54. In no case shall the amount paid under this contract exceed the Maximum Compensation without an approved change order.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as a lump sum amount not to exceed \$270,514.54. Progress payments for authorized work detailed in Attachment A will be made when the engineer has attained a level of completion equal to or greater than agreed upon milestones of completion in the reasonable opinion of the owner.

- b. All performance of the Scope of Services including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed

only when approved in advance and authorized by the County. Payment will be made on the basis of project completion certification and in accordance with those payment procedures set forth in subparagraph c. below.

- c. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the eighth day of the month following completion of all services hereunder, the Engineer shall submit to the County two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, accompanied by a progress report indicating the percent complete for the schedule of values describing the tasks described by the scope of work in a form acceptable to the County. The County shall reserve the right to withhold payment pending verification of satisfactory work performed. The County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor. The County shall pay each such approved invoice within thirty (30) calendar days. Final Payment does not relieve the Engineer of the responsibility of correcting errors and/or omissions resulting from its negligence.

### 3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end 180 calendar days from that date. Tasks described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended by the County.

### 4. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the County shall compensate the Engineer in accordance with paragraph 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in paragraph 3(b), above.
- b. Termination of this Agreement and payment as described in subparagraph (a) of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this

Agreement or under any standard of conduct set by common law or statute. The obligations in Paragraph 6 shall survive the termination of this Agreement.

- c. If the County terminates this Agreement as provided in this paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. A reproducible copy of all completed and partially completed documents prepared under this Agreement shall be delivered to the County within 30 days or upon Engineer's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

The Engineer will permit the County, or any duly authorized agent of the County, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project. County's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the County subject to all of the following terms and conditions; provided, however, County shall not own and shall have no right to receive any documents not deemed "final" by the Engineer until termination of this Agreement. Engineer will deliver the Documents to County within 30 days of the termination of this agreement and may retain a set of reproducible record copies of the Documents, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that County will use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at The County's sole risk and without liability or legal exposure to Engineer.

County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of Engineer and

County that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer hereby agrees to assign, and by these presents, does assign to County all of Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of County that Engineer is permitted to use in connection with the services will not be used without County's consent and shall remain in the sole and exclusive properties of County and this Agreement does not confer upon Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the County, to perform the Scope of Services when and as required and without delays. It is understood that the County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined as: Vernon W. Hegwood, P.E. – Project Manager. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the County

The following items will be supplied to the Engineer:

- a. Copies of preliminary studies by others.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting



The Engineer shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the County. Responsibility to the County for sublet work shall remain with the Engineer.

10. Conference

At the request of the County, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the County, or at the site of the Project, and shall permit inspections of its offices by the County, or others when requested by the County.

11. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the County's Executive Director and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services.

12. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall furnish certificates of insurance to the County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 

|             |                                                 |
|-------------|-------------------------------------------------|
| \$1,000,000 | general aggregate limit                         |
| \$325,000   | each occurrence, combined single limit          |
| \$325,000   | aggregate Products, combined single limit       |
| \$325,000   | aggregate Personal Injury/Advertising Liability |
| \$50,000    | Fire Legal Liability                            |
| \$5,000     | Premises Medical                                |
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County Commissioners shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County Commissioners, with the exception of insurance required under paragraph "e."

#### 14. Indemnification

With respect to claims brought by third parties against either Engineer or the County relating to the property or facilities with respect to which this Agreement pertains, Engineer and the County agree as follows:

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH,**

**RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE COUNTY OR STRICT LIABILITY IMPOSED UPON THE COUNTY AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE COUNTY AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**

- b. In the event that both the County and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand or cause of action within 30 days after such third party claim, demand or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4. Termination, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the County and the Engineer agree to submit the dispute to mediation. In the event the County or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the County and 50 percent by the Engineer. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the County under this Agreement shall be delivered to the Fort Bend County Engineer, P.O. Box 1449, Rosenberg, Texas 77471-1449, Attention: Jesse Hegemier, or at such other place or places as it may from time to time designate by written notice delivered to the Engineer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be

forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.

- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to 3100 West Alabama, Houston, Texas 77098 or such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the County shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

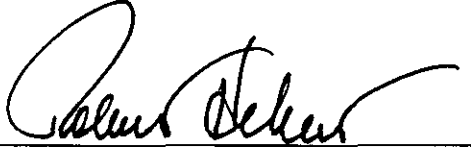
23. Appendices

The Appendices attached to this Agreement, which consists of:

Attachment A          Scope of Services

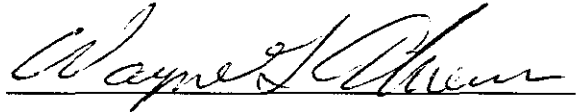
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 11<sup>th</sup> day of January, 2004. 2005.

FORT BEND COUNTY



Robert E. Hebert, County Judge

ENGINEER



Company: Dannenbaum Engineering Corp

Name: Wayne G. Ahrens, P.E.

Title: Principal



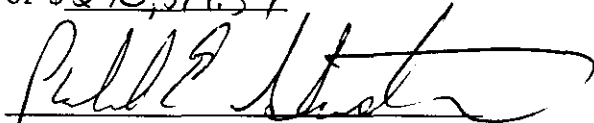
ATTEST:



Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE:

I hereby certify that funds are available to  
Pay the County's obligation in the amount  
of \$ 270,514.54



Ed Sturdivant, County Auditor

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

**Schematic Design and Development**

**Scope of Services**

The work to be performed by the Engineer shall consist of providing engineering services for the design and development of a schematic layout for SH 99 at US 90A in Fort Bend County. Project shall include a directional interchange that provides for grade separated direct connectors for all left-turn movements. All right-turn movements shall be at-grade where practical. The deliverable under this contract shall be a roadway schematic layout. The Engineer will prepare an alignment and proposed roadway schematic layout to include projected traffic volumes and existing and proposed typical sections. The Engineer will furnish MicroStation-Geopak computer generated media containing the roadway schematic layout to the County. All supporting attachments and exhibits shall accompany the schematic layout. All MicroStation-Geopak computer generated files containing the roadway schematic layout shall be compatible with the software used by TxDOT Houston District.

Surveys will not be performed. Existing surveys and topographical information from SH 99 schematic and PS&E (ca. 1988) shall be utilized. Elevations for connectors to SH 99 shall be calculated according to existing PS&E or more current survey information, if available. Identification of existing utilities (public and private), structures, adjacent neighborhood communities, and undeveloped areas will be made in field visits and with collected data.

Environmental studies are not part of this scope.

All design shall be prepared in accordance with: Part IV of TxDOT Highway Design Division – Operations and Procedures Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, TxDOT Traffic Operations Manual on Highway Operations, and Highway Capacity Manual – Transportation Research Board.

The schematic layout will adhere to a design scale of 1 in. = 100 ft. The schematic layout, exhibits, and attachments will be developed in English units. All Microsoft Office and MicroStation-Geopak computer graphic files furnished to the County or TxDOT shall be submitted in electronic format by means of a CD media that will be compatible to TxDOT. Schematics will follow TxDOT and FHWA standards; the schematic will also follow the CADD standards used by TxDOT Houston District and shall be submitted as an original document, accompanied with an original MicroStation formatted graphics file.

**Schematic Design Work Outline**

**Develop Base Maps**

The base maps to be used for the analysis and proposed schematic layout shall be developed from existing topo files and ROW plans as available. The Engineer will identify existing ROW, property owners and the approximate location of major utilities in the preparation of base maps.

**Planimetrics and Aerial Mapping**

No aerial mapping is included in this project.

The Engineer will:

**A. Develop Existing Planimetrics (Topography, ROW, Utility – Plan Only):**

1. Obtain TxDOT existing Right-Of-Way data and process all collected data into a base map (plan only) to be used as background for alternative development. ROW will be determined for schematic north and south along SH 99 by using existing ROW plans. No survey will be performed to tie any property or ROW lines.
  - a. US 90A
  - b. FM 1464
  - c. SH 99 (Grand Parkway)
2. Obtain TxDOT existing As-Built plans and ongoing project development and process all collected data into a base map (plan only) to be used as background for alternative development. Analyze gathered data for complete coverage of project limits and identify missing information.
  - a. US 90A
  - b. FM 1464
  - c. SH 99 (Grand Parkway)
3. Obtain available Public and Private Utility Information from TxDOT, Fort Bend County and Carter & Burgess. Process all collected data into a base map (plan only) to be used as background for alternative development. Conduct field review to identify possible missing utilities. Prepare list of observed utilities for which information is not currently available. Effort to gather and process missing utility information not included in this Work Authorization.
4. Obtain recent survey data in MicroStation format from Carter & Burgess and process all collected data into a base map (plan only) to be used as background for alternative development. Analyze gathered data for complete coverage of project limits and identify missing information. Verify that all collected survey information is in the same datum. Effort to perform datum adjustment, file cleanup and re-organization is not included in this Work Authorization.
  - a. US 90A
  - b. FM 1464
  - c. SH 99 (Grand Parkway)

**B. Review Existing Survey Information for use as Terrain Model**

1. Evaluate collected survey data for use as a terrain model.
2. Prepare preliminary digital terrain model.
3. Analyze digital terrain model for completeness. Determine where additional field survey is needed.
4. Use only collected terrain model and plans for development of schematic layout.

**Analyze Existing Conditions**

The following shall be determined for the existing facility:

- a) Horizontal alignment
- b) Approximate vertical alignment / profile grades
- c) Pavement cross slopes and pavement type
- d) Sight distance
- e) Locations of critical constraints

**Schematic Alternatives**

Identify alternative schemes to be studied by providing simple conceptual line diagrams. Diagrams will be used in discussions with the County and TxDOT to determine preferred configuration of ramps and direct connectors. Impacts of major utility conflicts, structural impediments, or exceptions to TxDOT or FHWA design criteria will not be studied before schematic design is begun.



## Task Outline

### Project Management and Coordination

- a) The Engineer will direct and coordinate the various elements and activities associated with developing the design schematic.
- b) The Engineer will prepare a graphic Project Schedule indicating tasks, critical dates, milestones, deliverables and TxDOT review requirements.
- c) The Engineer will submit monthly Invoices and Progress Reports to the County.
- d) The Engineer will provide ongoing quality assurance and quality control to ensure completeness of product and compliance with TxDOT and County procedures.

### Data Collection

The Engineer will conduct field reconnaissance and collect data as necessary to complete the schematic design. Data may include the following information; Items a-g will be obtained from TxDOT while items h-j will be obtained from other agencies as required.

- a) Corridor Major Investment Studies available
- b) Design data from record drawings of existing and proposed facilities
- c) Existing and future design year traffic data
- d) Roadway inventory information, including the number of lanes, speed limits, pavement widths and rating, bridge widths and ratings, and ROW widths
- e) Aerial photos, planimetric mapping, and DTM
- f) Environmental Data
- g) Previously prepared drainage studies/reports
- h) Adopted land use maps and plans as available
- i) FEMA Flood Boundary Maps
- j) Public and private utility information

### Preliminary Design Conference

The Engineer will prepare and submit a preliminary Design Summary Report to the County for review and approval and will attend an initial Kick-Off Meeting to establish and agree on fundamental aspects and concepts and to establish the basic features and design criteria for the project. This meeting will be coordinated with any adjacent projects to ensure continuity.

### Schematic Design - General Tasks

- a) **ROW/Property Base Map.** The Engineer will obtain information on existing ROW and property information from as-built plans, ROW maps, and tax records and prepare a base map depicting the information.
- b) **Utility Base Map.** The Engineer will identify and include available known existing and proposed public and private utilities on the plan view of the schematic base map (no separate utility map). The Engineer will attempt to minimize the potential adverse utility impacts in the preparation of the schematic design.
- c) **Typical Sections.** The Engineer will develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, median width, curb offsets, clear zone widths, and ROW limits.

- d) **Environmental Constraints.** The Engineer will show on the schematic any environmental constraints identified by TxDOT and those observed by the Engineer. (Environmental documentation is not a part of the scope.)
- e) **Drainage.** Drainage studies are not included in this scope of work. Existing drainage patterns and known direction of flow will be collected from existing plans. This information will be shown on the schematic, however, field verification is not a part of this scope of work.
- f) **ROW Requirements.** The Engineer will determine the ROW requirements based on the proposed alignment, typical sections, access control, terrain, construction requirements, clear zone, and maintenance requirements. Adjustments in design required due to ROW and terrain that are found to be different in the field than that developed from data provided will require a supplemental agreement. Development of environmental and drainage mitigation requirements are not a part of this scope.
- g) **Construction Sequence.** The Engineer will consider the requirements for construction and traffic control throughout the development of schematic design to ensure that the proposed design can be constructed.
- h) **Design Exceptions.** The Engineer will identify design exceptions and waivers, and will document the necessity for each design exception or waiver.
- i) **Traffic and Operational Analysis.** No traffic engineering will be part of this scope. Available traffic volumes will be obtained from TxDOT and HGAC.

### Geometric Design Schematics

The Engineer will develop a geometric design schematic based on the result of the conceptual design meeting with TxDOT. The geometric schematic plan view will contain the following design elements:

- a) Geopak calculated roadway alignments for mainlanes, direct connectors and cross streets at interchanges/grade separations and horizontal curve information shown in tabular format.
- b) Pavement edges and curb lines for all roadway improvements
- c) Typical sections of existing and proposed roadways
- d) Proposed structure locations including abutment and bent locations
- e) Existing major utilities
- f) Existing property lines and respective property ownership information
- g) Preliminary ROW requirements
- h) Control-of-Access limits
- i) Existing and projected traffic volumes as provided by others
- j) Location and text of the proposed main lane guide signs
- k) Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on all roadways

The geometric schematic profile view will contain the following design elements:

- a) Calculated profile grade and vertical curve data including “K” values for the mainlanes
- b) Existing ground line profiles along the mainlanes
- c) Grade separations and overpass
- d) Vertical clearances at grade separations and overpass
- e) Key bent locations for direct connectors

The calculated profile grade for all direct connectors will be shown on separate Supplemental Profile rolls.

### **Drainage Impacts**

The determination of drainage impacts is not part of this scope of work.

### **Bridge Design**

The determination of proposed bridges is limited to approximate span length and location based on geometric constraints. Begin and end bridge locations shall be based on usual design encountered in the project vicinity with no geotechnical or other considerations. Structural design and detailing is not included in this scope of work.

### **Geotechnical Investigation**

The geotechnical investigation is not included in this scope of work.

### **Cross-Sections**

The Engineer will generate cross-sections at critical locations for ROW determinations.

### **Preliminary Construction Sequence**

No detailed construction sequencing schemes will be prepared. The Engineer will prepare a letter report identifying unusual traffic control conditions.

### **Preliminary Cost Estimate**

The Engineer will prepare a preliminary cost estimate for the project, including the costs of construction. Current TxDOT unit bid prices will be used in preparation of the estimate. The County will assist the Engineer in determining the value of any required ROW and associated improvements. Include a statement regarding the possible expansion to the existing pump station, assumption will be made that pump station requires. Also, include a list of potential utility conflicts based on available information. The County will assist the Engineer in determining the project costs for relocating any potential utility conflicts.

### **Project Deliverables**

In conjunction with the performance of the foregoing services, the Engineer shall provide the following final documents and associated electronic files:

- Eight (8) copies of the Geometric Schematic layouts (1 inch = 100 feet).
- Electronic files shall be furnished to TxDOT and the County on a CD-Recordable media.

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05.

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

**AGENDA ITEM**

DATE SUBMITTED: 1/05/05  
COURT AGENDA DATE: 1/11/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA  
DEPARTMENT: (043) ENGINEERING # 22B  
PHONE NO.: (281) 633-7507

SUMMARY OF ITEM: TAKE ALL APPROPRIATE ACTION TO GRANT AN EXCEPTION TO THE FORT BEND COUNTY REGULATIONS OF SUBDIVISIONS, UNDER SECTION 2.2 I, ALLOWING A 5-ACRE TRACT RECORDED IN VOLUME 1986, PAGE 1754 OFFICIAL RECORDS, TO BE DIVIDED INTO TWO TRACTS, A 2-ACRE TRACT AND A 3-ACRE TRACT (GLENN MITCHELL), 2920 BLACKWOOD RD., PCT.1.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



**FINANCIAL SUMMARY:**

JAN 05 / 05

| BUDGETED ITEM:         | ANNUALIZED DOLLARS: | COMMENTS: |
|------------------------|---------------------|-----------|
| Yes ( ) No ( ) N/A ( ) | One Time ( )        |           |
| Funding Source:        | Recurring ( )       |           |
| Fund Agency Object     | N/A ( )             |           |



Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

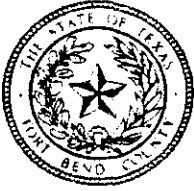
Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
| ( ) Auditor          | (281-341-3774) | ( ) Comm. Pct. 1 | (281-342-0587) |
| ( ) Budget Officer   | (281-344-3954) | ( ) Comm. Pct. 2 | (281-403-8009) |
| ( ) County Attorney  | (281-341-4557) | ( ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 5, 2005

Commissioner Tom D. Stavinoha  
Fort Bend County Precinct 1  
P.O. Box 762  
Richmond, Texas 77406-0762

**RE: Exemption Request - Property - Glenn Mitchell, 2920 Blackwood Rd., Rosenberg, Texas 77471, 5.0 acre tract of land to be divided into two tracts, a 2-acre tract and 3-acre tract**

Dear Commissioner Stavinoha:

Fort Bend County Engineering is in receipt of the letter from Mr. Glenn Mitchell, 1100 Carlisle, Rosenberg, Texas 77471, requesting a variance to allow a 5.0 acre tract of land to be divided into two tracts, a 2-acre tract and 3-acre tract of land. The 5 acre tract is recorded in Volume 1986, Page 1754 official records, and is a 5 acre tract out of a 116.438 acre tract of land, being Lot 80 of the Slavin & George Subdivision, Volume 64, Page 252; deed of records, in the L. E. Cross Survey #20, Abstract #408, Fort Bend County, Texas.

After reviewing the conditions, it is recommended that an exemption be granted permitting Mr. Mitchell to split the tract to create a 2.0 acre lot to be sold for residential use. (See attached survey).

Under the Fort Bend County Regulations of Subdivisions as described in Section 2.2 I, Commissioners Court can grant an exception to the regulations and not require a subdivision plat to be filed for this division of land.

Should you have any questions please do not hesitate to call 281-633-7510.

Sincerely,

Louis E. Hood, P. E.  
First Assistant County Engineer

LEH/mjs

cc: Judge Robert E. Hebert, County Judge  
Mr. Bud Childers, FBC County Attorney  
File

AS PER ORIGINAL

Glenn Mitchell  
1100 Carlisle  
Rosenberg, TX 77471  
281-342-9109

January 4, 2005

To: Tom Stavinoha  
Fort Bend County Commissioner  
Precinct 1

FBC Engineering  
FBC Health Department

Variance Request

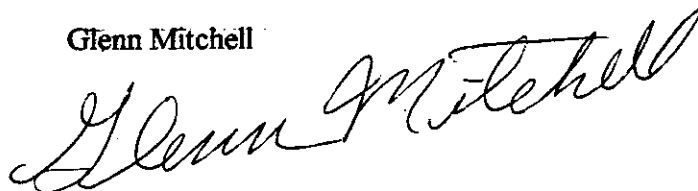
I am requesting a variance to the Fort Bend County Regulations of subdivisions as described in Section 2-2 I, to Commissioners Court to grant an exception to the regulations and not require a subdivision plat for the property described below:

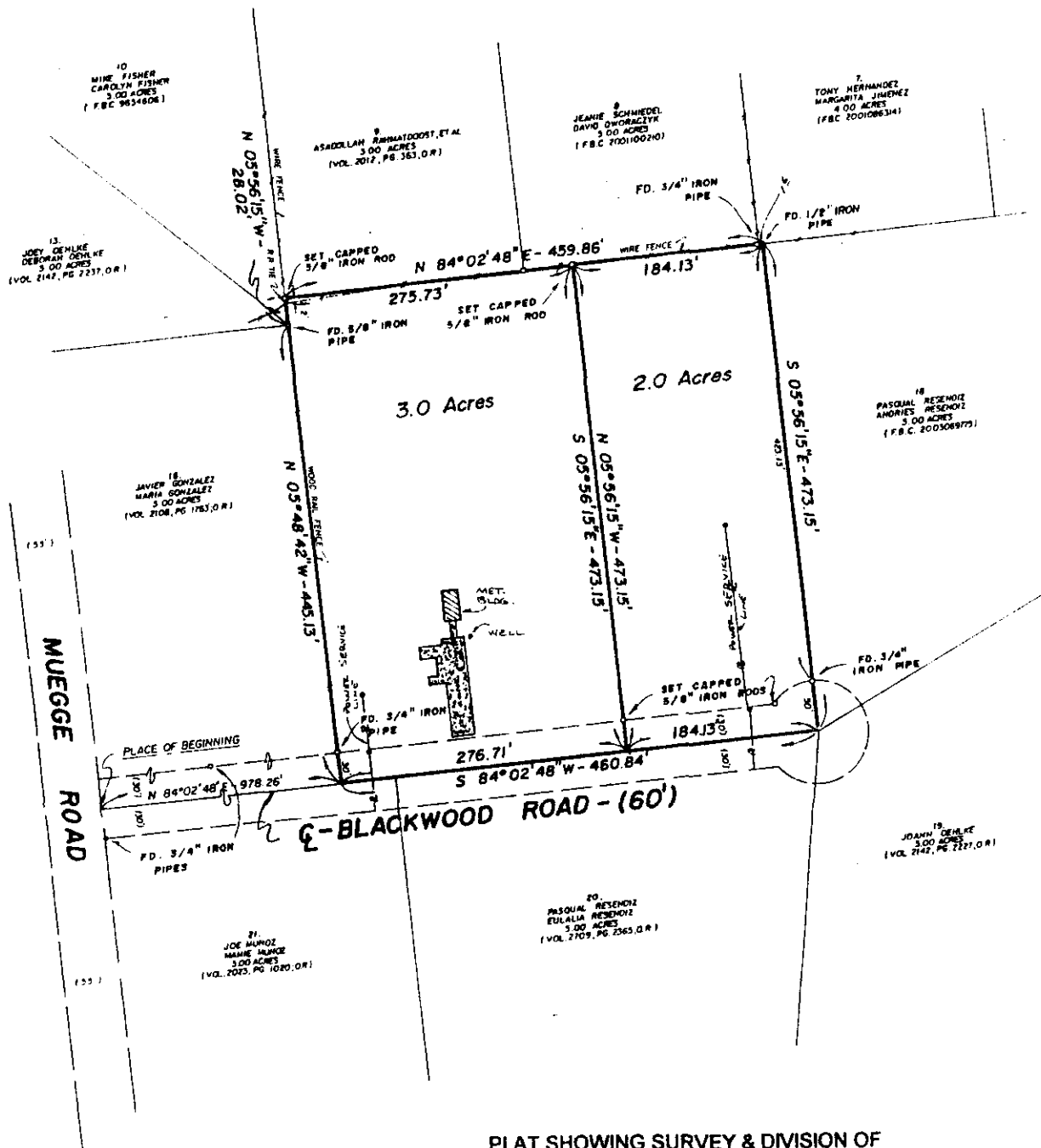
Property Address: 2920 Blackwood Rd  
Rosenberg, TX 77471  
Property Survey and Abstract: Slavin and George Subdivisions  
L.E. Cross Survey  
Abst. 408, FBC  
Tax Account #: 1570-00-000-0170-901  
Owners of Record: Glenn Mitchell  
Division Request: To sell 2.00 acres out  
5.00 Lot, to be sold for residential  
Further Description: Blackwood 3 Subdivision, Lot 17  
Attachments:  
Survey Map:  
Deed:  
Health Department Approval:

Your consideration of this request is appreciated.

Sincerely,

Glenn Mitchell





PLAT SHOWING SURVEY & DIVISION OF  
THE GLENN MITCHELL, ET UX 5.00 ACRE TRACT OF LAND  
(VOLUME 1986, PAGE 1754; OFFICIAL RECORDS)  
OUT OF A 116.438 ACRE TRACT OF LAND,  
BEING LOT NO. 80 OF THE  
**SLAVIN & GEORGE SUBDIVISION**  
(VOLUME 64, PAGE 252-253; DEED RECORDS), IN  
THE L.E. CROSS SURVEY #20, ABSTRACT #408;  
FORT BEND COUNTY, TEXAS.

By graphic plotting only, as per the National Flood Insurance Program, Flood Insurance Rate Map (FIRM), Fort Bend County, Texas, and unincorporated areas, Community No. 480228, Map Number 48157C0215 J, which bears an effective date of January 3, 1997, this property is in ZONE X, which is an area determined to be outside 500-year flood plain and is NOT in a Special Flood Hazard Area.

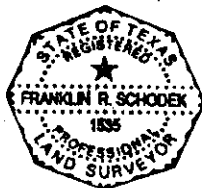
I, Franklin R. Schodek, A Registered Professional Land Surveyor, do hereby certify that this plat is a true record of a survey as made on the ground.

NOVEMBER 17, 2004 - JAN. 3, 2005 - SET PLAT.

Signed: Franklin R. Schodek

Office Of:  
HENRY STEINKAMP, JR. INC.  
Land Boundary & Topographic Surveying  
808 Fifth Street  
Rosenberg, Texas 77471  
Telephone/Fax 281.342.2241  
email: schodek@yahoo.com

SCALE 1"=100'



**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/6/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: (043) ENGINEERING

PHONE NO.: (281) 633-7507

# 22C

COURT AGENDA DATE: 1/11/05

SUMMARY OF ITEM: TAKE ALL APPROPRIATE ACTION TO APPROVE THE AGREEMENT BETWEEN FORT BEND COUNTY AND HOUSTON-GALVESTON AREA COUNCIL (H-GAC) FOR FY05 SOLID WASTE FUNDS IN THE AMOUNT OF \$21,073 FOR FEASIBILITY STUDY FOR THE TERM OF SEPTEMBER 1, 2004 THROUGH JULY 31, 2005, PRECINCTS 1,2,3, AND 4.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:



**FINANCIAL SUMMARY:**

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

Yes ( ) No ( ) N/A ( ) One Time ( )

Funding Source: Recurring ( )

Fund Agency Object N/A ( )



Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

|                      |                |                  |                |
|----------------------|----------------|------------------|----------------|
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| ( ) Purchasing Agent | (281-341-8642) | ( ) Comm. Pct. 4 | (281-980-9077) |
| ( ) County Clerk     | (281-341-8697) |                  |                |

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3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

1-18-05 Original Agreements sent to Paulette  
@ Engineering  
AGENDA ITEM



| DATE     | ENTITY            | COUNCIL MEETING DATE & TIME | RESOLUTION RECEIVED | CONTACT PERSON                          |
|----------|-------------------|-----------------------------|---------------------|-----------------------------------------|
| 12/02/04 | BEASLEY (NNTAC)   | 01/18/05 @ 7:30 PM          |                     | JERRIE FAX 979-387-2424                 |
| 12/02/04 | FULSHEAR          | 01/19/05 @ 7:00 PM          |                     | KATHY EMAIL CITYSEC@QWT.NET             |
| 12/02/04 | KATY              | 12/13/04 @ 6:30 PM          |                     | VIRGINIA HERRINGTON FAX 281-391-4813    |
| 12/02/04 | KENDLETON (NNTAC) | 1/11/2005                   |                     | MAILED INFORMATION                      |
| 12/02/04 | MEADOWS PLACE     | 12/21/04 @ 7:30 PM          |                     | ELAINE FAX 281-983-2940                 |
| 12/02/04 | MISSOURI CITY     | 01/03/05 @ 7:00 PM          | Y                   | PATRICE FOGARTY FAX 281-208-5591        |
| 12/02/04 | NEEDVILLE         | 01/11/05 @ 7:30 PM          |                     | BRENDA EYKLE FAX 979-793-6055           |
| 12/02/04 | RICHMOND          | 01/2005 @ 4:30 PM           |                     | GLEN GILMORE FAX 281-232-8626           |
|          | ROSENBERG         |                             | Y                   |                                         |
| 12/02/04 | STAFFORD          | 01/2005 @ 7:30 PM           |                     | LAWRENCE VACARRO FAX 281-261-3994       |
| 12/02/04 | SUGAR LAND        | 01/04/05 @ 5:30 PM          |                     | CINDY STANFIELD FAX 281-275-2465        |
| 12/02/04 | ORCHARD (NNTAC)   | 01/12/05 @ 7:00 PM          |                     | WANDA FAX 979-478-2723                  |
| 12/02/04 | SIMONTON          | 12/21/04 @ 7:00 PM          | Y                   | FAX 281-533-9809                        |
| 12/02/04 | THOMPSONS         | 12/16/04 @ 7:30 PM          | Y                   | MARYANN TAYLOR NEWSOME FAX 281-343-7786 |
| 12/02/04 | PLEAK             | 12/15/04 @ 7:30 PM          | N                   | RUTH PHONE 281-342-6377                 |
| 12/02/04 | W.C.I.D. #2       | 01/05/05 @ 6:30 PM          |                     | MARK 281-499-2041                       |

Approved resolutions and waiting on copy.

The resolution is on the agenda and they will send the copy back to FBC Engineering after approval. NO NEED TO ATTEND COUNCIL (NNTAC).

Council did not approve resolution. They do not have any need for facility

Approved resolutions and have received copy.

12/13/04: Called Fulshear and talked to Kathy (city secretary) about the 12/15/04 council meeting. She said that she did not get our email because she gets so many a day that if she doesn't recognize them she throws them away. I resent them to her and she is going to give them to the mayor to set them on the next agenda which is January 19, 2005 at 7:00 PM.

AS PER ORIGINAL

November 17, 2004

AS PER ORIGINAL

Dear Community Leaders,

The intent of this letter is to bring together entities interested in a bio-solids processing facility proposed to be located in Fort Bend County. The Fort Bend County Solid Waste Advisory Committee (FBCSWAC) has recommended a feasibility study for the establishment of a bio-solids composting facility, and the Houston-Galveston Area Council (H-GAC) approved a grant to do this study.

This issue is the result of one of the recommendations of the Technical Study of Solid Waste Issues, September, 2001. In the Reed, Stowe & Yanke, LLC (R,S&Y) study it was stated that R,S&Y would "strongly support the construction of a centralized composting facility because this would be one of the most cost effective ways of increasing the County's diversion rate" on page 39 of the study.

The next step for the FBCSWAC was to generate a survey of volumes of compostable yard trimmings as a follow-up to the recommendations of that study of the feasibility of a commercial size composting facility. Overgaard & Associates (O&A) was selected in 2003 to generate a survey of available compostable yard trimming volumes in Fort Bend County. Both of these studies were funded by grants from the Texas Commission on Environmental Quality (TCEQ) through H-GAC.

The FBCSWAC reviewed 10 different possible sites, using scoring criteria, to determine the best one. The City of Arcola Wastewater Treatment Facility was selected as the site and meetings were held with the City Council.

The 2003 study compiled information from local school districts, cities, private contractors, utility districts, H-GAC and TCEQ about the amount of yard trimmings, bio-solids, and other organic material available for a possible composting facility. The FBCSWAC also began developing a core group of interested entities that would commit to bringing material to a facility and/or purchasing final product from a compost facility. The City of Arcola has 12 acres of land adjacent to its wastewater treatment plant that is a possible location for the bio-solids facility. The City is in the process of increasing its daily flow permit to accommodate the population growth in the area and the rainwater from the processing facility during a 100-year storm water event. This will ensure that there will be no discharge from the facility or the detention pond. The site is located off FM 521 near SH 6 with a concrete plant as the neighbor. The FBCSWAC has agreed to this site as one possibility with others to follow because of high transportation costs from material sources.

The FY 2005 Grant Funds will be used to obtain a thorough analysis of all bio-solid materials that will go to the process facility. The facility property can be owned by the public or private sector but will probably be operated by a contracted professional processing company or companies. The first step after this study will be the improvement, by other funding, of a portion of the available 12 acres adjacent to the wastewater treatment plant in Arcola. The facility will, as proposed, accept bio-solid materials (i.e. sludge, food materials, etc.). The bio-solids can be accepted as soon as the final permitting process with the TCEQ has been completed. The vendor will accept materials from the core group of interested entities at a predetermined tipping fee. All governing rules, regulations, and laws will be adhered to by the contracted company (vendor). The vendor will supply all necessary equipment, employees, testing apparatus for compliance monitoring and special certifications, marketing and other contracting services required by the core group. The consortium, working with the FBCSWAC, will monitor the progress to ensure that the best interests of the entities of the county and the core group members are being considered. The vendor will solicit additional business to insure success of the operation.

There are exempt material composting facilities in the Fort Bend County sub-region, but none

that process additional materials such as food residuals and other bio-solids. Multiple locations will be offered in the future for the processing of all such feedstock that will make a significant positive impact on the amount of materials being landfilled, processed through the sewer systems, and in the case of bio-solids – land applied. An estimated 100,000 cubic yards of yard trimmings per year are generated in the Fort Bend County area. Some of this material is currently handled by existing mulching and composting facilities. An additional estimated 30,000 cubic yards of bio-solids are available in the area, but any other processors do not process them at this time. The county is growing at a rapid rate with additional sub-divisions being developed monthly. Quantities of these materials are expected to grow with the population, at about 8%. Additionally, significant changes in the laws governing land application of bio-solids have been made which reduces the availability of this method of bio-solids management. Certain Fort Bend County entities have attended the FBCSWAC meetings and have worked on the logistics of possible agreements.

The consortium will continue to coordinate activities through the FBSWAC. Meetings will be held at least every other month for general information. Special meetings and appointments with individual members and the coordinating consultant will be held if needed. The coordinating consultant will also be acting as liaison between the core entities, the consortium, and the others.

No other entity located within Fort Bend County, public or private, provides a collection center for the processing of bio-solids. These services, under this project, will be coordinated with the public and private entities to maximize the benefits of usage and to increase the volumes of materials going to the proper facility. A diversion of significant amounts of material from the landfills and especially land application practices, that the County has opposed, should be achieved. We expect to have at least 60,000 cubic yards of material diverted to this facility, with expansion to more sites in the future.

The FBCSWAC also began developing a core group of interested entities that would commit to bring material to and then purchase product from the processing facility. The core group of entities decided that the standards for the final product would follow those of the Texas Department of Transportation (TxDOT). Exact volume commitment amounts are not complete at this time. When the processing vendor is selected, the final amounts will be negotiated directly between the core entities and the vendor. The core entities will receive a predetermined fee for early commitment.

A pre-qualification of potential vendors was completed, and they will be contacted with the results of the study.

Fort Bend County Commissioner's Court has supported the various solid waste programs for the citizens of Fort Bend County. Fort Bend County entities and the FBCSWAC will contract with the operator to provide an ongoing bio-solids operation. Charging a predetermined tipping fee to the core group will benefit the county entities and help the project get started for the contracted vendor. The vendor will also be free to charge a higher tipping fee to others interested in using the facility. The continued tipping fee and subsequent sale of finished product will help insure the continued operation.

As the county grows past the 416,537 current population, the accumulation of bio-solids becomes increasingly important because of people not handling the waste properly. Burning, land applying, or landfilling the wastes may cause fire hazards and more air and water pollution. Sometimes the materials left in a floodplain are carried downstream to drainage structures that then become clogged, causing flooding. If citizens are not given the proper ways to handle their material, they will dispose of them however they can.

We hope to divert this material into a beneficial use project. Not only will we be eliminating potential environmental problems, we will be enhancing the natural environment's moisture holding and erosion control capabilities.

This may be a waste-to-energy (WTE) conversion project for Fort Bend County entities. Municipal and industrial waste sludge can be used to produce energy, and the waste residuals used in beneficial ways by means of an aerobic energy producing processes.

For additional information about the meeting, please call Heather Barbee at 281-633-7500. For more information about the project, call Ron Drachenberg at 281-633-7509 or Karen Overgaard at 281-367-6684.

We look forward to working with you on this exciting project.

Sincerely,

Ron Drachenberg

**RESOLUTION NO. R-05-01**

A RESOLUTION OF THE CITY OF MISSOURI CITY, TEXAS, IN SUPPORT OF A PROPOSAL BY THE FORT BEND COUNTY SOLID WASTE ADVISORY COMMITTEE TO CONDUCT A FEASIBILITY STUDY TO CONSIDER PLANNING, DEVELOPMENT AND OPERATION OF A REGIONAL BIO-SOLIDS WASTE REDUCTION AND COMPOSTING FACILITY.

\* \* \* \* \*

WHEREAS, the State of Texas has established that a regional approach to planning and developing waste/bio-solids reduction projects are the best way to meet local needs and manage the state's increase of waste applied to the land or in the landfills; and,

WHEREAS, one of the recommendations of the Technical Study of Solid Waste Issues, completed September 2001 by Reed, Stowe & Yanke, LLC ("RS&Y") stated that RS&Y would "strongly support the construction of a centralized composting facility because this would be one of the most cost effective ways of increasing the County's diversion rate" on page 39 of the study; and,

WHEREAS, the Fort Bend County Report on the Volume of Yard Trimming Materials completed in 2003 compiled information from local school districts, cities, private contractors, utility districts, Houston-Galveston Area Council ("H-GAC") and Texas Commission on Environmental Quality ("TCEQ") about the amount of yard trimmings, bio-solids, and other organic material available for a possible facility; and,

WHEREAS, the Fort Bend County Solid Waste Advisory Committee ("FBCSWAC") has recommended a feasibility study for the establishment of a bio-solids facility; and,

WHEREAS, H-GAC approved a grant to do a study with FY 2005 grant funds that will be used to obtain a thorough analysis of all bio-solids materials that will go to a process facility; and,

WHEREAS, the facility property can be owned by the public or private sector but will probably be operated by a reputable processing company or companies; and,

WHEREAS, the company or companies will supply all necessary equipment, employees, testing apparatus for compliance monitoring and special certifications, marketing and other contracting services required by the core group of entities ("consortium"); and,

WHEREAS, the consortium, working with the FBCSWAC, will monitor the progress to ensure that the best interests of the consortium are being considered. The company or companies will solicit additional business to insure success of the operation; and,

WHEREAS, significant changes in the laws governing land application of bio-solids have been made which reduces the availability of certain methods of bio-solids management; and,

WHEREAS, no other entity located within Fort Bend County ("county"), public or private, provides a collection center for the processing of bio-solids; and,

WHEREAS, county entities ultimately will be able to contract with the operator to provide an ongoing bio-solids operation; and,

WHEREAS, as the county continues to grow, the accumulation of bio-solids becomes increasingly important because of mishandling of waste; and

WHEREAS, improper techniques such as burning, land applying, or land filling may cause fire hazards or more air or water pollution; and,

WHEREAS, municipal and industrial waste sludge can be used to produce energy by means of an aerobic energy producing processes, and the waste residuals may be used in beneficial ways; and,

WHEREAS, the FBCSWAC intends to pursue necessary planning and engineering studies and the most appropriate manner of implementing any such plan, including determining other stakeholders in the surrounding area, and coordinating their activities with other providers and partners; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the facts and recitations set forth in the preamble of this resolution are declared true and correct.

Section 2. The City of Missouri City recommends that the feasibility study proceed for the establishment of a bio-solids facility and the H-GAC grant should be used to fund this study.

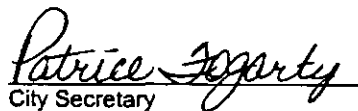
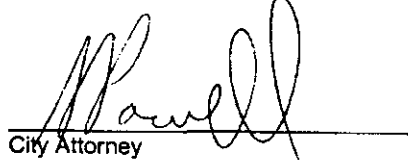
PASSED, APPROVED and ADOPTED this the third day of January, 2005.



Mayor

ATTEST:

APPROVED AS TO FORM:

  
City Secretary  
City Attorney

STATE OF TEXAS  
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

RESOLUTION

On this 21<sup>ST</sup> day of DECEMBER, 2004, the City of Simonton, acting as governing body in Fort Bend County, Texas, at a regular meeting upon motion of Councilperson BOUDRETH, seconded by Councilperson SHAMILL, duly put and carried:

WHEREAS, the State of Texas has established that a regional approach to planning and developing waste/bio-solids reduction projects is the best way to meet local needs and manage the state's increase of waste applied to the land or in the landfills; and

WHEREAS, one of the recommendations of the Technical Study of Solid Waste Issues, completed September 2002 by Read, Stowe & Yanke, LLC (RS&Y) stated that RS&Y would "strongly support the construction of a centralized composting facility because this would be one of the most cost effective ways of increasing the County's diversion rate" on page 39 of the study; and

WHEREAS, The Fort Bend County Report on the Volume of Yard Trimming Materials completed in 2003 compiled information from local school districts, cities, private contractors, utility districts, Houston-Galveston Area Council (H-GAC) and TCEQ about the amount of yard trimmings, bio-solids, and other organic material available for a possible facility; and

WHEREAS, the Fort Bend County Solid Waste Advisory Committee (FBCSWAC) has recommended a feasibility study for the establishment of a bio-solids facility; and

WHEREAS, H-GAC approved a grant to do a study with FY 2005 grant funds that will be used to obtain a thorough analysis of all bio-solids materials that will go to a process facility; and

WHEREAS, the facility property can be owned by the public or private sector but will probably be operated by a reputable processing company or companies; and

WHEREAS, the company or companies will supply all necessary equipment, employees, testing apparatus for compliance monitoring and special certifications, marketing and other contracting services required by the core group of entities (consortium), and

WHEREAS, the consortium, working with the FBCSWAC, will monitor the progress to ensure that the best interests of the consortium are being considered. The company or companies will solicit additional business to insure success of the operation; and

WHEREAS, significant changes in the laws governing land application of bio-solids have been made which reduces the availability of certain methods of bio-solids management; and

WHEREAS, no other entity located within Fort Bend County, public or private, provides a collection center for the processing of bio-solids; and

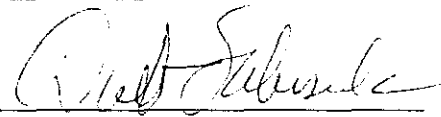
WHEREAS, Fort Bend County entities ultimately will be able to contract with the operator to provide an ongoing bio-solids operation; and

WHEREAS, as the county continues to grow, the accumulation of bio-solids becomes increasingly important because of people not handling the waste properly, such as., burning, land applying, or land filling the wastes may cause fire hazards or more air or water pollution; and WHEREAS, municipal and industrial waste sludge can be used to produce energy by means of an aerobic energy producing process, and the waste residuals used in beneficial ways; and WHEREAS, the FBCSWAC intends to pursue necessary planning and engineering studies and the most appropriate manner of implementing any such plan, including determining other stakeholders in the surrounding area , and coordinating their activities with other providers and partners;

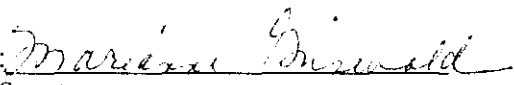
NOW, THEREFORE, the City of Simonton recommends that the feasibility study proceed for the establishment of a bio-solids facility and the H-GAC grant should be used to fund this study.

PASSED AND APPROVED this 21st day of DECEMBER, 2004.

CITY OF SIMONTON

SIGNED: 

Mayor

ATTEST: 

Secretary



RESOLUTION NO. 216

**A RESOLUTION TO BRING TOGETHER ENTITIES INTERESTED IN A BIO-SOLIDS PROCESSING FACILITY PROPOSED TO BE LOCATED IN FORT BEND COUNTY, TEXAS.**

On this 16<sup>th</sup> day of December, 2004, the City of Thompsons, acting as a governing body in Fort Bend County, Texas, at a regular meeting upon motion of Councilperson Gina Treadgold seconded by Councilperson Marion Garcia, duly put and carried:

**WHEREAS**, the State of Texas has established that a regional approach to planning and developing waste/bio-solids reduction projects are the best way to meet local needs and manage the state's increase of waste applied to the land or in the landfills; and,

**WHEREAS**, one of the recommendations of the Technical Study of Solid Waste Issues, completed September 2001 by Reed, Stowe & Yanke, LLC (RS&Y) stated that RS&Y would "strongly support the construction of a centralized composting facility because this would be one of the most cost effective ways of increasing the County's diversion rate" on page 39 of the study; and,

**WHEREAS**, the Fort Bend County Report on the Volume of Yard Trimming Materials completed in 2003 compiled information from local school districts, cities, private contractors, utility districts, Houston-Galveston Area Council (H-GAC) and TCEQ about the amount of yard trimmings, bio-solids, and other organic material available for a possible facility; and,

**WHEREAS**, the Fort Bend County Solid Waste Advisory Committee (FBCSWAC) has recommended a feasibility study for the establishment of a bio-solids facility; and,

**WHEREAS**, H-GAC approved a grant to do a study with FY 2005 grant funds that will be used to obtain a thorough analysis of all bio-solids materials that will go to a process facility.

**WHEREAS**, the facility property can be owned by the public or private sector but will probably be operated by a reputable processing company or companies; and,

**WHEREAS**, the company or companies will supply all necessary equipment, employees, testing apparatus for compliance monitoring and special certifications, marketing and other contracting services required by the core group of entities (consortium); and,

**WHEREAS**, the consortium, working with the FBCSWAC, will monitor the progress to ensure that the best interests of the consortium are being considered. The company or companies will solicit additional business to insure success of the operation; and,

**WHEREAS**, significant changes in the laws governing land application of bio-solids have been made which reduces the availability of certain methods of bio-solids management; and,

**WHEREAS**, no other entity located within Fort Bend County, public or private, provides a collection center for the processing of bio-solids; and,

**WHEREAS**, Fort Bend County entities ultimately will be able to contract with the operator to provide an ongoing bio-solids operation; and,

**WHEREAS**, as the county continues to grow, the accumulation of bio-solids becomes increasingly important because of people not handling the waste properly, such as, burning, land applying, or land filling the wastes may cause fire hazards or more air or water pollution; and,

**WHEREAS**, municipal and industrial waste sludge can be used to produce energy by means of an aerobic energy producing processes, and the waste residuals used in beneficial ways; and,

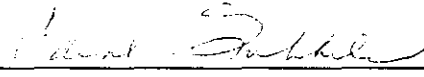
**WHEREAS**, the FBCSWAC intends to pursue necessary planning and engineering studies and the most appropriate manner of implementing any such plan, including determining other stakeholders in the surrounding area, and coordinating their activities with other providers and partners; and,

**NOW, THEREFORE**, the City of Thompsons recommends that the feasibility study proceed for the establishment of a bio-solids facility and the H-GAC grant should be used to fund this study.

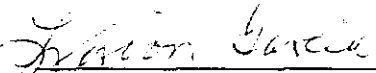
**PASSED AND APPROVED** this the 16<sup>th</sup> day of December, 2004.

APPROVED:

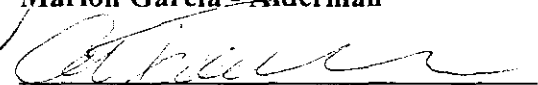
  
Mayor, Town of Thompsons, Texas

  
Carol Gubbels-Mayor Pro Tem

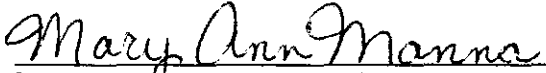
  
Rita M. Miller - Alderman

  
Marion Garcia - Alderman

  
Sherrie Knoepfel - Alderman

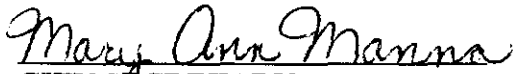
  
Gina Treadgold - Alderman

ATTEST:

  
Mary Ann Manna - City Secretary

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Texas, do hereby certify that the foregoing is a true and correct copy of Resolution No. 216, finally passed, and adopted and approved by the Town of Thompsons, following the First reading thereof at a regular meeting held on the 16th day of December, 2004.



  
CITY SECRETARY

**RESOLUTION NO. R- 643**

**RECOMMENDATION TO PROCEED WITH FEASIBILITY STUDY FOR  
THE POTENTIAL ESTABLISHMENT OF A BIO-SOLIDS FACILITY TO  
BE FUNDED BY THE HOUSTON GALVESTON AREA COUNCIL**

**WHEREAS**, the State of Texas has established that a regional approach to planning and developing waste/bio-solids reduction projects are the best way to meet local needs and manage the state's increase of waste applied to the land or in the landfills; and,

**WHEREAS**, one of the recommendations of the Technical Study of Solid Waste Issues, completed September 2001 by Reed, Stowe & Yanke, LLC (RS&Y) stated that RS&Y would "strongly support the construction of a centralized composting facility because this would be one of the most cost effective ways of increasing the County's diversion rate" on page 39 of the study; and,

**WHEREAS**, the Fort Bend County Report on the Volume of Yard Trimming Materials completed in 2003 compiled information from local school districts, cities, private contractors, utility districts, Houston-Galveston Area Council (H-GAC) and TCEQ about the amount of yard trimmings, bio-solids, and other organic material available for a possible facility; and,

**WHEREAS**, the Fort Bend County Solid Waste Advisory Committee (FBCSWAC) has recommended a feasibility study for the establishment of a bio-solids facility; and,

**WHEREAS**, H-GAC approved a grant to do a study with FY 2005 grant funds that will be used to obtain a through analysis of all bio-solids materials that will go to a process facility.

**WHEREAS**, the facility property can be owned by the public or private sector but will probably be operated by a reputable processing company or companies; and,

**WHEREAS**, the company or companies will supply all necessary equipment, employees, testing apparatus for compliance monitoring and special certifications, marketing and other contracting services required by the core group of entities (consortium); and,

**WHEREAS**, the consortium, working with the FBCSWAC, will monitor the progress to ensure that the best interests of the consortium are being considered. The company or companies will solicit additional business to insure success of the operation; and,

**WHEREAS**, significant changes in the laws governing land application of bio-solids have been made which reduces the availability of certain methods of bio-solids management; and,

**WHEREAS**, no other entity located within Fort Bend County, public or private, provides a collection center for the processing of bio-solids; and,

**WHEREAS**, Fort Bend County entities ultimately will be able to contract with the operator to provide an ongoing bio-solids operation; and,

**WHEREAS**, as the county continues to grow, the accumulation of bio-solids becomes increasingly important because of people not handling the waste properly, such as, burning, land applying, or land filling the wastes may cause fire hazards or more air or water pollution; and,

**WHEREAS**, municipal and industrial waste sludge can be used to produce energy by means of an aerobic energy producing processes, and the waste residuals used in beneficial ways; and,

**WHEREAS**, the FBCSWAC intends to pursue necessary planning and engineering studies and the most appropriate manner of implementing any such plan, including determining other stakeholders in the surrounding area, and coordinating their activities with other providers and partners; and,

**NOW, THEREFORE**, the City of Rosenberg recommends that the feasibility study proceed for the establishment of a bio-solids facility and that an H-GAC grant should be used to fund this study.

READ, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rosenberg,  
Texas on this, the 14<sup>th</sup> day of December, 2004.

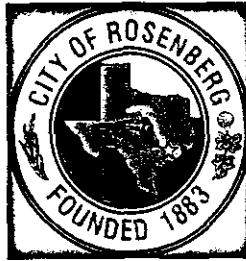


ATTEST:

*Lyn Adolphus*  
Lyn Adolphus, CITY SECRETARY

APPROVED:

*Joe M. Gurecky*  
Joe M. Gurecky, MAYOR

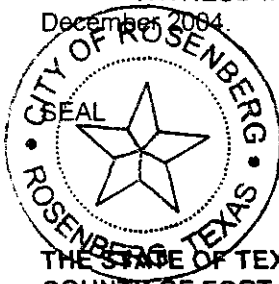


## CITY OF ROSENBERG CERTIFICATION

THE STATE OF TEXAS  
COUNTY OF FORT BEND  
CITY OF ROSENBERG

I, Lyn Adolphus, City Secretary of the City of Rosenberg, Texas, do hereby certify that I am the custodian of the records of the City of Rosenberg, Texas, and that the attached is a true and correct copy of Resolution R-643, which was passed and approved by the City Council of the City of Rosenberg on the 14th day of December 2004.

WITNESS MY HAND and official Seal of the City of Rosenberg, Texas this 16th day of December 2004.



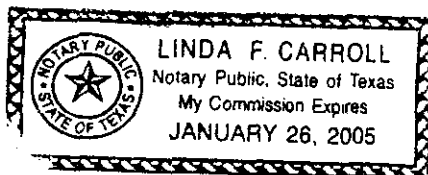
THE STATE OF TEXAS  
COUNTY OF FORT BEND

Handwritten signature of Lyn Adolphus in cursive script.

Lyn Adolphus, TRMC, City Secretary  
City of Rosenberg, Texas

Before me, the undersigned authority, on this day personally appeared Lyn Adolphus, City Secretary of the City of Rosenberg, Texas, 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 purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 16th day of December 2004, A.D.



Handwritten signature of Linda F. Carroll in cursive script.

NOTARY PUBLIC  
IN AND FOR THE STATE OF TEXAS

**HOUSTON-GALVESTON AREA COUNCIL  
FY 05 SOLID WASTE IMPLEMENTATION PROGRAM CONTRACT**

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**HOUSTON-GALVESTON AREA COUNCIL  
GENERAL PROVISIONS  
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is made and entered into this 5th day of August, 2004, by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fort Bend County, hereinafter referred to as the Contractor, having its principal place of business County Courthouse, Richmond, Texas, 77469.

**WITNESSETH:**

**WHEREAS**, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

**WHEREAS**, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

**NOW, THEREFORE**, H-GAC and the Contractor do hereby agree as follows:

**ARTICLE 1 LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

**ARTICLE 2 APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant and Contract Management Standards ("UGMS") promulgated by the State of Texas and the state and federal statutes referenced therein.

**ARTICLE 3 INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom. The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the contractor's ability to perform services under this Agreement.

#### **ARTICLE 4 WHOLE AGREEMENT**

The General Provisions, Special Provisions and Attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

#### **ARTICLE 5 SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in the Special Provisions of this Agreement.

#### **ARTICLE 6 PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins September 1, 2004 and ends July 30, 2005.

#### **ARTICLE 7 REPORTING REQUIREMENTS**

Reporting requirements are set forth in the Special Provisions of this Agreement. If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor hereunder. If H-GAC withholds such payments, it shall notify the Contractor of its decision and the reasons therefor. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

#### **ARTICLE 8 PAYMENTS**

The Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by the Contractor in accordance with the terms of this Agreement and shall be paid in accordance with the Compensation Schedule in the Special Provisions.

#### **ARTICLE 9 NON FUNDING CLAUSE**

Each payment obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article.

#### **ARTICLE 10 INSURANCE**

The Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as specified in the Special Provisions.

## **ARTICLE 11 REPAYMENTS**

The Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to H-GAC any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

## **ARTICLE 12 SUBCONTRACTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

The Contractor acknowledges that H-GAC is not liable to any subcontractor(s) of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor.

## **ARTICLE 13 AUDIT**

As a recipient of state or federal assistance through this Agreement, the Contractor acknowledges that it is subject to the Single Audit Act Amendments of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

The Contractor shall have an audit made in accordance with the Single Audit, requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than \$500,000 in state or federal financial assistance.

The Contractor will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules within 30 days after receipt of the auditor's report, or nine months after the end of the audit period.

H-GAC reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the H-GAC. Such audit will be conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Agreement.

## **ARTICLE 14 EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work, complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas and the United State Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of

the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees to include in all its subcontracts permitted pursuant to Article 12 hereof, a provision to the effect that the subcontractor agrees that H-GAC and its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

#### **ARTICLE 15 RETENTION OF RECORDS**

The Contractor shall maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 14, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than three (3) calendar years from the later of the date of acceptance of the final contract closeout or the date of the final audit required under Article 13 of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

#### **ARTICLE 16 CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided if the Contractor may not legally comply with such change, the contractor may terminate its participation herein as authorized by Article 17.

H-GAC may, from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Agreement.

#### **ARTICLE 17 TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated under the following circumstances:

A. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice, such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

**B. Default**

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

**ARTICLE 18 SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 19 COPYRIGHTS**

The state or federal awarding agency and H-GAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- (a) The copyright of all maps, data, reports, research or other work developed under this Agreement; and
- (b) Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC on request.

## **ARTICLE 20 OWNERSHIP OF MATERIALS**

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor as a part of its work under this Agreement shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof, at the time of payment under ARTICLE 8 for work performed. All such data and material shall be furnished to H-GAC on request.

## **ARTICLE 21 FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the H-GAC.

## **ARTICLE 22 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

The Contractor agrees to comply with all state and federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

## **ARTICLE 23 CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

## **ARTICLE 24 POLITICAL ACTIVITY; LOBBYING**

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of federal assistance exceeding \$100,000 through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

#### **ARTICLE 25 SECTARIAN INVOLVEMENT PROHIBITED**

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

#### **ARTICLE 26 CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The Contractor agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence.

Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

#### **ARTICLE 27 TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

#### **ARTICLE 28 ACKNOWLEDGEMENT OF FUNDING SOURCE**

The Contractor shall give credit to H-GAC as the funding source for this Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of the Contractor's activities which arise from this Agreement.

#### **ARTICLE 29 DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 30 GOVERNING LAW; VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

**ARTICLE 31 ORDER OF PRIORITY**

In the case of any conflict between the General Provision, the Special Provisions, and Attachments to this Agreement, the following order of priority shall be utilized: Special Provision, General Provisions, and Attachments.

H-GAC and the Contractor have executed the Agreement as of the date first written above.

\_\_\_\_\_  
Jack Steele, Executive Director  
Houston-Galveston Area Council

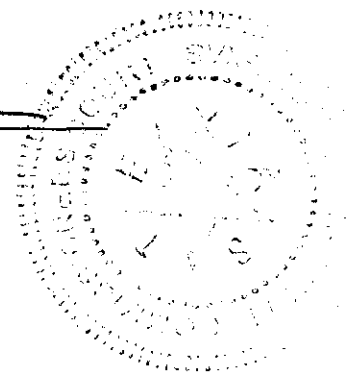
  
\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
January 11, 2005  
Date

ATTEST:

  
\_\_\_\_\_  
Dianne Wilson, Ph.D.  
County Clerk





**HOUSTON-GALVESTON AREA COUNCIL  
FY05 SOLID WASTE IMPLEMENTATION PROGRAM  
SPECIAL CONTRACT PROVISIONS**

**ARTICLE 1     PERIOD OF PERFORMANCE**

The period of performance of this Agreement begins on September 1, 2004 and ends on July 31, 2005.

**ARTICLE 2     CONTRACT DOCUMENTS**

1. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be completed or constructed in accordance with the total Agreement. Any work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical industry or trade meaning are used to describe work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.
2. The Contract Documents which comprise the entire Agreement between H-GAC and CONTRACTOR concerning the work, listed in the order of preference in the event of a conflict, consist of the following: the General Provisions, the Special Provisions, and Attachment A – C (Scope of Services, Budget, and CONTRACTOR'S Grant Application).
3. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: all Written Amendments and other documents amending, modifying or supplementing the Agreement pursuant to the General or Special Provisions. These documents will be attached to the Agreement following execution thereof.

**ARTICLE 3     SCOPE OF SERVICES**

All parties agree that the CONTRACTOR, in consideration of the compensation hereinafter described, shall provide the services with H-GAC approval and/or supervision as specifically described in Scope of Services, Attachment A, which is attached hereto and incorporated herein for all purposes.

The CONTRACTOR agrees to implement the Project according to the agreed upon budget shown in Contract Budget, Attachment B.

**ARTICLE 4     LEGAL AUTHORITY**

The CONTRACTOR warrants and assures H-GAC that it has adequate legal authority to enter into this Agreement. The CONTRACTOR's governing body where applicable has authorized the signatory official(s) to enter into this Agreement and bind the CONTRACTOR to the terms of this Agreement and any subsequent amendments hereto. The activities funded under this Agreement shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards included, but may not be limited to the following:

1. §361.014 of the TEX. HEALTH & SAFETY CODE ANN. (as amended by H.B. 3072, 74<sup>th</sup> Texas Legislature);
2. §330.569 of the Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste Regulations (30 TAC Chapter 330);

3. The Uniform Grant and Contract Management Act, TEX GOV'T CODE ANN., §§783.001 et. Seq., and the Uniform Grant and Contract Management Standards, 1 Texas Administrative Code (TAC), §§5.141 et. Seq. (collectively, "UGMS"); and
4. The Interlocal Contract between the Texas Commission on Environmental Quality (TCEQ) and H-GAC.

This Agreement is entered into by and between the CONTRACTOR and H-GAC. Neither Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement.

## ARTICLE 5 H-GAC OBLIGATIONS

### A. Measure of Liability

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to CONTRACTOR in an amount equal to the actual costs incurred by CONTRACTOR in rendering such performance, subject to the following limitations:

1. H-GAC is not liable for expenditures made in violation of "Supplemental Funding Standards", Article 9 which outlines prohibited activities as defined by the TCEQ and the Uniform Grant and Contract Management Standards Act.
2. H-GAC is not liable for any costs incurred by CONTRACTOR in the performance of this Agreement which have not been billed to H-GAC within thirty (30) days following termination of this Agreement.
3. H-GAC is not liable to CONTRACTOR for costs incurred or performance rendered by CONTRACTOR before commencement of this Agreement or after termination of this Agreement.
4. Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87 as incorporated into Uniform Grant and Contract Management Standards (UGMS).
5. Notwithstanding any other provisions of this Agreement, it is understood and agreed by the parties hereto that H-GAC's obligation under this Agreement are contingent upon actual receipt of funds from the Texas Commission on Environmental Quality to meet H-GAC liabilities hereunder.

### B. Method and Schedule of Payment

1. Financial reporting. Except when submitting the Final Financial Report (see Section C), CONTRACTOR must submit to H-GAC a report detailing allowable expenditures incurred during the previous month no later than the **tenth** day following the end of each month of the period of performance for this Agreement. Allowable expenditures are set forth in Attachment B of this Agreement and are made on a reimbursement basis only. This report must be submitted on H-GAC Financial Report Form together with such reporting documentation as H-GAC may require. *(A monthly financial report is due each month even if there are no expenses to report.)*
2. Payments. Upon review and approval of each such H-GAC Financial Report Form, H-GAC will make payment to CONTRACTOR against H-GAC liabilities to be accrued hereunder.
3. Unless otherwise specified in writing, CONTRACTOR must expend funds available to it through this Agreement in the following manner. By the end of the first six months of the contract year (February 28, 2005), CONTRACTOR must have expended at least 25.0% of total funds available in the Agreement. If CONTRACTOR does not meet that expenditure level target, H-GAC may, at its discretion, de-obligate funds, with the maximum amount of the de-obligation being the difference between what the expenditures would have been at a 55.0% expenditure rate and the actual expenditure level. By the end of the eighth month of the contract year (April 30, 2005), CONTRACTOR must have expended at least 40.0% of the

total funds available in the Agreement. If CONTRACTOR does not meet that expenditure level target, H-GAC may at its discretion de-obligate funds, with the maximum amount of the de-obligation being the difference between what the expenditures would have been at a 73.0% expenditure rate and the actual expenditure level.

4. If CONTRACTOR fails to expend funds in accordance with Section 3 above, H-GAC may, through unilateral action, de-obligate funds from the Agreement, in amount that would bring CONTRACTOR'S expenditures into line with the expenditure goals in Section 3. In addition to de-obligation of funds, H-GAC may at its discretion impose performance improvement plans upon CONTRACTOR.

C. CONTRACTOR Final Financial Report

No later than **thirty (30) days** following the termination of this Agreement, the CONTRACTOR must submit to H-GAC a Financial Report Form marked "Final". The final Financial Report shall notify H-GAC that no further reimbursement requests will be made against this Agreement post the final Financial Report.

ARTICLE 6 SUMMARY AND RESULTS REPORTING REQUIREMENTS

- A. The CONTRACTOR shall prepare and submit to H-GAC, *written summary and results reports* concerning performance under this Agreement documenting accomplishments, units of work and program results performed/accomplished under Attachment A of this agreement. Summary and results reports are due on the following dates: **December 10, 2004** (covering the months September – November); **March 10, 2005** (covering the months of December – February); **June 10, 2005** (covering the months of March – May) and **August 10, 2005** (covering the months June –July). The August report will serve as the End of Grant Term final report. The End of Grant Term final summary report shall be provided to H-GAC at the end of the Contract period of performance. The End of Grant Term final summary report shall certify that the satisfactory completion of all activities and deliverables required under this Agreement. In addition, the CONTRACTOR shall submit a Follow Up Report due to H-GAC on or near September 1, 2006. Payments (reimbursements) required under this Agreement may be withheld by H-GAC until such time as any past due summary and/or monitoring reports, not including Follow Up Report, are received.
- B. The CONTRACTOR's *summary and results reports* required under Part A of this Article contain descriptions of activities and results for H-GAC to ensure that the provisions of this Agreement are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly summary and results reports in order to assure H-GAC that the activities are not prohibited under Article 9 of this Agreement (relating to Supplemental Funding Standards). The CONTRACTOR shall comply with any reasonable request by H-GAC for additional information on activities conducted in order for H-GAC to adequately monitor the CONTRACTOR progress in completing the requirements of and adhering to the provisions of this Agreement.
- C. The CONTRACTOR agrees to document the results of the grant-funded project and to provide those results to H-GAC for use in evaluating program effectiveness and for providing regional results information to the TCEQ.
- D. The CONTRACTOR's failure to comply with the requirements of this Article shall constitute a breach of this Agreement.

ARTICLE 7 FINANCIAL ADMINISTRATION OF PASS-THROUGH GRANTS

In administering a financial management system, the CONTRACTOR shall adhere to the specific standards and requirements set forth in this Section and in the UGMS, except that the requirements and processes may be more stringent than what is set forth in this Section.

- A. This Agreement accounts for expenses incurred and request reimbursement of outlays under either a cash or an accrual basis, as defined and authorized under the UGMS. To be eligible for reimbursement under this Agreement, a cost must have been incurred and either paid by the CONTRACTOR prior to claiming reimbursement from H-GAC or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than thirty (30) days after the end of that time period.
- B. Payments by H-GAC to CONTRACTOR shall be solely for reimbursement of actual allowable costs utilizing the same standards and requirements for cost reimbursement payments from the TCEQ to H-GAC. H-GAC shall reimburse the actual incurred costs of CONTRACTOR with no payments in advance.
- C. The CONTRACTOR shall utilize a standard reimbursement form supplied to the CONTRACTOR by H-GAC. The CONTRACTOR shall submit expense documentation records as deemed necessary by H-GAC, in accordance with H-GAC's financial monitoring plan and program, to ensure that the outlays by the CONTRACTOR are authorized and appropriate.
- D. H-GAC shall not reimburse or otherwise make payment to the CONTRACTOR for an expenditure that is not authorized under this Agreement. If it is determined, by either the CONTRACTOR, H-GAC, or the TCEQ that an expenditure that was reimbursed is not an authorized expense, H-GAC shall request return and reimbursement of those funds from the CONTRACTOR or, where appropriate, the application of those funds to other authorized expenses, and shall not provide any additional reimbursement to the CONTRACTOR until the funds are returned or are applied to other authorized expenses.
- E. In general, expenditure documentation to be submitted to H-GAC along with the H-GAC Financial Report Form should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Agreement.

Documents that should be submitted to H-GAC, as appropriate for the expenses, include by category, the records listed below.

- 1. Salary/Wages. The CONTRACTOR shall either summarize the salary charges by listing them on the H-GAC Financial Form or submit signed and approved time sheets for each salary charge.
- 2. Travel. Travel expenses must be consistent with the CONTRACTOR's locally adopted travel policies. The expenses must be supported and documented receipts for all expenses such as meals, public transportation, hotel accommodations, and airline receipts. If the CONTRACTOR does not have an approved travel policy in place, the CONTRACTOR shall use the UGMS travel policy.
- 3. Equipment. Documentation should support conformance with required procurement policies and procedures. Expenditures should be supported by purchase orders (if issued), invoices, and copies of checks. An H-GAC equipment inventory form must be completed for each equipment purchase and submitted with other supporting documentation.
- 4. Supplies. Supply expenses should be supported by purchase orders (if issued), invoices, and copies of checks.
- 5. Contractual. Contractual costs should be supported by all the documentation described above, e.g. labor charges by time and attendance or similar records, travel charges supported by receipts. Copies of checks for contractual payments must be submitted. An executed contract or other agreement is also needed for initial payment. Documentation should demonstrate that costs were reasonable and necessary.
- 6. Other. Other expenses should be supported by purchase orders (if issued), invoices, and copies of checks.

7. Indirect. The CONTRACTOR shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates. In accordance with the UGMS, indirect charges are authorized if the CONTRACTOR has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the CONTRACTOR may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If the CONTRACTOR has an approved cost allocation plan, the CONTRACTOR must submit documentation of the approved indirect rate to H-GAC prior to the initial request for reimbursement.
- F. If requested by H-GAC, the CONTRACTOR agrees to provide to H-GAC, copies of the appropriate cancelled checks and the additional expense records and documentation materials, as listed in Section (E) of this Article and appropriate for the expense, for the time period requested by H-GAC, except that the CONTRACTOR will not be asked to submit records that have already been provided to H-GAC with a Financial Report Form. H-GAC will provide reasonable time for the CONTRACTOR to comply with a request for additional records. If H-GAC requests to review additional records to be provided by the CONTRACTOR under H-GAC's financial monitoring program, H-GAC will review those records and provide the CONTRACTOR a written summary of the findings of that review. H-GAC will also allow the CONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.
  - G. The CONTRACTOR shall notify and obtain written approval by H-GAC of the specific details of an expense or purchase set forth in this Section, if those expenses were not already authorized under this Agreement.
    1. Changes in personnel whose salaries will be funded under this Agreement.
    2. Out-of state travel to training events and conferences.
    3. Equipment, construction, or contractual expenses.
    4. Other category expenses not specifically authorized in this Agreement.

## ARTICLE 8      STANDARDS FOR CONTRACTOR'S PERFORMANCE

1. In accordance with TCEQ guidance, H-GAC is required to monitor the CONTRACTOR's performance under this Agreement. Therefore, CONTRACTOR agrees that the following are appropriate standards for CONTRACTOR's performance during the Agreement as set forth in this Section.
  - a. Timeliness of Work. Standard: Work is provided on schedule.
  - b. Quality of Work. Standard: CONTRACTOR's Work conforms to the requirements of the contract and is technically accurate.
  - c. Subcontract Activities. Standard: CONTRACTOR's subcontract and subgrant activities comply with all H-GAC Agreement requirements regarding subcontracts especially competitive procurement methods for goods and services, use of required subcontract provisions, and monitoring performance of subcontractors and SUBPERFORMING PARTY's.
  - d. Administrative and Financial Operations. Standards: CONTRACTOR's administrative and financial operations comply with all obligations in law and in the contract especially record-keeping, reimbursement requests, audits, allowable costs, and restricted expenditures.
2. Performance Measures. H-GAC will monitor CONTRACTOR's performance and evaluate the level of compliance with the standards utilizing the following performance measures:
  - Satisfactory: CONTRACTOR generally complied with the standard consistently; occasional deficiencies may have occurred which were corrected on a timely basis.

- Unsatisfactory: Significant deficiencies have occurred, or CONTRACTOR frequently or substantially failed to comply with the standard.
3. Schedule Of Remedies Available to H-GAC. The following Schedule of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.
- a. Reject substandard performance and request corrections without charge to H-GAC.
  - b. Issue notice of substandard performance or other non-conforming act or omission.
  - c. Request and receive return of any over payments or inappropriate payments.
  - d. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
  - e. Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
  - f. Reject reimbursement requested and withhold all or partial payments. Funds may be retained by H-GAC for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
  - g. Terminate the contract, demand and receive: return of all equipment purchased with contract funds, return of all unexpended funds, and repayment of expended funds.

If H-GAC evaluation finds CONTRACTOR's performance to be substandard, H-GAC may provide its written evaluation report to other governmental entities at any time. H-GAC may also provide its written evaluation report to the public as authorized by law.

4. Cumulative Remedies. H-GAC may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses rising from or caused by the CONTRACTOR's substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to H-GAC in this Agreement shall not limit the remedies available to H-GAC under law.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the Schedule of Remedies, obligations imposed upon CONTRACTOR by these General Conditions, and all other rights and remedies available to H-GAC thereunder, are in addition to, and are not to be in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by Laws or Regulations, by special warranty or guarantee or by other provisions of the Agreement, and the provisions of this paragraph will be as effective as if repeated specifically in the Agreement in connection with each particular duty, obligation, right and remedy to which they apply.

#### ARTICLE 9 STANDARDS APPLICABLE TO PASS-THROUGH GRANT PROJECTS

The standards and requirements set for in this Article shall apply to all pass-through grant projects selected for funding under this Agreement. The CONTRACTOR shall be responsible for ensuring that the pass-through grant projects and activities under this Agreement comply with these standards.

##### A. Eligible Pass-through Grant Recipients.

1. Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from H-GAC as a pass-through grant:

- Cities;
- Counties;
- Public school districts (does not include Universities or post secondary educational institutions); and
- Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

B. Pass-through Grant Project Categories.

The category specific funding limitations outlined for each category shall apply to all uses of funds under pass-through grant projects conducted for that category.

1. **Local Enforcement.** This category consists of projects which contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations.
2. **Litter and Illegal Dumping Cleanup.** This category includes projects to support ongoing and periodic clean up litter and illegal dumping of municipal solid waste, excluding cleanup of scrap tire dumping sites. Projects may support for Lake and River Cleanup events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup Program. Projects included under this category may include waste removal; disposal or recycling of removed materials; fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials cleaned up under this program, to the extent feasible.
3. **Source Reduction and Recycling.** This category includes projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. This category does not include the collection, processing and/or recycling of scrap tires. Activities funded under this category may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.
4. **Local Solid Waste Management Plans.** This category includes projects to develop and have adopted by the TCEQ a local solid waste management plan, in accordance with Subchapter D, §363 of the Texas Health & Safety Code, as implemented by TCEQ rule, 30 TAC Chapter 330, Subchapter O., or to amend an existing local solid waste management plan that has been adopted by H-GAC and TCEQ.
5. **Citizens' Collection Stations, "Small" Registered Transfer Stations, and Community Collection Events.** This category includes projects to construct and equip citizens' collection stations, as these facilities are defined under the TCEQ's Municipal Solid Waste regulations (30 TAC Chapter 330, §330.2). Municipal Solid Waste Transfer Stations that qualify for registration under §330.4(d)(1) - (3) or §330.4(r) of the TCEQ rules may also be funded. Projects funded under this category shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Funds may also be used for periodic community collection events, held no more frequently than four times per year, to provide for

collection of residential waste materials for which there is not a readily-available collection alternative, such as large and bulky items that are not picked up under the regular collection system.

6. **Household Hazardous Waste Management.** This category includes projects which provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous waste, including household chemicals, used oil and oil filters, antifreeze, lead-acid batteries, and other materials. This category does not include programs and facilities for collecting, recycling, or disposing of scrap tires, except as may be an ancillary part of the overall program or facilities. Projects may include collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of material; proper disposal of materials; permanent collection facilities; and education and public awareness programs. Funds may also be used to support Texas County Cleanup events, conducted in conjunction with the TCEQ.
7. **Technical Studies.** This category includes projects which include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local level. Projects under this category may also include research and investigations to determine the location, boundaries, and contents of closed municipal solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.
8. **Educational and Training Projects.** Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for “stand-alone” educational projects dealing with a variety of solid waste management topics. This category may include funding for information-exchange activities, subject to the other limitations on travel expenses.
9. **Other Types of Projects.** Other types of projects, not specifically prohibited from funding under the more detailed funding standards and restrictions set forth in Article 9, may be funded on a case-by-case basis. The project or project category must be included in H-GAC’s amended regional solid waste plan.

#### ARTICLE 10 SUPPLEMENTAL FUNDING STANDARDS

Unless authorization is specifically provided in accordance with the special provisions of this Agreement or in accordance with Attachment B of this Agreement, the CONTRACTOR shall ensure that funds provided under this Agreement are not used for the following activities, programs, or projects:

- The provision of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration guidance established by TCEQ to be applied under all contracts, *TCEQ Allowable Expenditures Guidelines*.
- Recipients of funds under this Agreement, including subcontractors shall comply will all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
- Funds may not be provided through a subcontract to any public or private entity that is barred from participating in state contract by the Texas General Services Commission, under the provisions of §2155.077, Government Code, and 1 TAC §113.02, GSC Regulations.
- Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears, as determined by TCEQ, may not receive funds under this Agreement through a subcontract.
- In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.569(d) TCEQ Rules, a project or service funded under this Agreement must promote cooperation between public and private



entities and may not otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry included non-profit and not-for-profit non-governmental entities.

- All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding agreement.
- A project or service funded under this Agreement must be consistent with the H-GAC approved regional solid waste management plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
- Funds may not be used to acquire land or an interest in land.
- Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal, and were funded from a source other than a previous solid waste grant, may not be funded.
- Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food cost incurred while on travel status.
- Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
- Funds may not be used for employment or otherwise contracts for services of a lobbyist or for dues to an organization which employs or otherwise contracts for the services of a lobbyist.
- Funds may only be used for projects or programs for managing municipal solid waste.
- Except as may be specifically authorized in this Article or elsewhere in this Agreement, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within the boundaries of a permitted facility. The CONTRACTOR must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by H-GAC.
- Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding must have received the registration before the project funding is awarded.
- Except as may be specifically authorized in this Article or elsewhere in this Agreement, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure or post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
- Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local agreement or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.

- Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.
- Duplication of Effort. Activities, projects, programs, studies, etc. that overlap or provide duplicate funding for projects under other State funding programs are not authorized. If H-GAC believes that other program grant awards are inadequate to meet the needs of the region, H-GAC may request that the FUNDING AGENCY consider authorizing the project in accordance with the provisions of Attachment A of this Agreement.

#### Local Enforcement

- Funds may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code, unless (a) the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415 of the Texas Government Code, or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
- When funding is provided for salaries of local enforcement officers, the fund recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
- Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
- Entities receiving funds for a local enforcement officer, enforcement vehicles and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
- Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
- Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

#### Litter and Illegal Dumping Cleanup

- Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.
- Projects funded to clean up the litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.

- The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
- The costs of cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
- All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Rules, and 30 TAC Chapter 350. TCEQ's Risk Reduction Rules, must be complied with as part of any activities funded under this Agreement.
- All materials cleanup up using funds provided under this Agreement must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that the materials removed from a site be reused or recycled.

#### Source Reduction and Recycling

- Any program or project funded under this Agreement with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

#### Local Solid Waste Management Plans

- All local solid waste management plans funded under this Agreement must be consistent with H-GAC's regional solid waste management plan, and prepared in accordance with Subchapter O of the TCEQ's Municipal Solid Waste regulations (30 TAC Chapter 330) and the Content and Format Guidelines provided by the TCEQ.
- At least one year should be allowed for the completion and adoption of the local plan.

#### Citizens' Collection Stations, "Small" Registered Transfer Stations, and Community Collection Events

- The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Rules may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.
- The design and construction of a small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.4(d) or §330.4(r). TCEQ Rules, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste facility may be eligible for a registration if it serves a municipality with a population of less than 50,000 or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded.
- Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

#### Household Hazardous Waste Management

- All household hazardous waste collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.
- All Texas Country Cleanup events must be coordinated with the TCEQ's Texas Country Cleanup program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

#### Technical Studies

- All technical studies funded under this Agreement must be consistent with H-GAC's regional solid waste management plan, and prepared in accordance with Guidelines provided by the TCEQ.

#### Educational and Training Projects

- Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

### ARTICLE 11 TITLE TO AND MANAGEMENT OF REAL PROPERTY AND EQUIPMENT

Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Agreement will vest, upon acquisition or construction, throughout the term of this Agreement, in the name of the CONTRACTOR.

1. Subject to the provisions of this Agreement and as otherwise provided by state statutes, property acquired or replaced under this Agreement or a pass-through grant contract shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.
2. The CONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the CONTRACTOR under this Agreement.
3. The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property or until compensation is provided to H-GAC/TCEQ for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN., which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.
4. The CONTRACTOR may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the CONTRACTOR is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the CONTRACTOR must meet the requirements set forth in this Section.
  - Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the CONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The CONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.
  - Certain types of equipment are classified as “controlled assets” and are subject to annual revision. In accordance with the UGMS, the CONTRACTOR should contact the Texas Comptroller of Public Accounts’ property accounting staff or review the Comptroller’s state Property Accounting User Manual available on the Internet, for the most current listing. Firearms shall be maintained on the CONTRACTOR’s inventory system irrespective of cost, and the following equipment with costs between \$500 and \$1,000 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) VCRs and VCR/TV combinations and (5) cellular and portable telephones.
5. The CONTRACTOR, respectively, may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
  6. The CONTRACTOR agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of \$1,000 or more is no longer needed for the originally authorized purpose, H-GAC/TCEQ has the right to require disposition of the property by the CONTRACTOR in accordance with the provisions of this Article.
  7. When, during the useful life of property acquired with grant funds under this Agreement by the CONTRACTOR and with a current per-unit fair market value of \$1,000 or more, the property is no longer needed for the originally authorized purpose, the CONTRACTOR agrees to request disposition instructions from H-GAC/TCEQ. The CONTRACTOR shall request authorization from H-GAC/TCEQ to provide disposition instructions to the pass-through grant recipient. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN. In cases where the CONTRACTOR fails to take appropriate disposition actions, H-GAC/TCEQ may direct the CONTRACTOR to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.
    - Retain title, sell, or otherwise disposed of with no obligation to compensate H-GAC/TCEQ.
    - Retain title after compensating H-GAC/TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.
    - Sell the property and compensate H-GAC/TCEQ. The amount due will be calculated by applying H-GAC/TCEQ’s percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When the CONTRACTOR is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

- Transfer title to H-GAC/TCEQ, or to a third-party designated/approved by H-GAC/TCEQ. If the CONTRACTOR participated financially in the original purchase of the property, the CONTRACTOR may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.
9. Items of property with a current per-unit fair market value of less than \$1,000 may be retained, sold or otherwise disposed of by the CONTRACTOR with no further obligation to H-GAC/TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to H-GAC/TCEQ upon request.
  10. Real property must be maintained on an Inventory and is subject to the requirements of UGMS, Part III, Subpart C, §31. Subject to the obligations and conditions set forth in this Agreement, title to real property acquired under this Agreement by the CONTRACTOR will vest upon acquisition or construction in the CONTRACTOR respectively.

#### ARTICLE 12 INSURANCE

H-GAC understands that CONTRACTOR is governed by the Texas Tort Claims Act, Chapter 101.001 et seq., Texas Civil Practice and Remedies Code Ann., as amended, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of CONTRACTOR. H-GAC further understands that CONTRACTOR in effect has either adequate coverage to meet claims under the Act or is self-insured for all claims falling within the Texas Tort Claims Act. H-GAC further understands that CONTRACTOR is self-insured for workers compensation insurance as provided by Chapter 504, Texas Labor Code Ann., as amended.

#### ARTICLE 13 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

The CONTRACTOR agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

#### ARTICLE 14 ENERGY EFFICIENCY STANDARDS

The CONTRACTOR shall follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan.

#### ARTICLE 15 LAWS AND REGULATIONS

The CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable Laws and Regulations, H-GAC shall not be responsible for monitoring Agreement's compliance with any Laws or Regulations.

If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

#### ARTICLE 16 UNIFORM GRANT AND CONTRACT MANAGEMENT ACT

The provisions of Uniform Grant and Contract Management Act, TEXAS GOVERNMENT CODE, Chapter 783 applies to this Agreement, all amendments thereto, and all subcontracts and subagreements. Compliance with the conditions

and requirements contained therein is necessary for the satisfactory performance of the services and work required under this Agreement.

#### ARTICLE 17 DATA AND PUBLICITY

All data and other information developed under this Agreement shall be furnished to H-GAC and shall be public data and information except to the extent that it is exempted from public access by the Texas Public Information Act, TEX. GOV'T CODE Chapter 552 ("Act"). Upon termination of this Agreement, all copies of data and information shall be furnished, at no charge to H-GAC and TCEQ, upon request, to include data bases prepared using funds provided under this Agreement, and become the property of H-GAC and TCEQ. Except as otherwise provided by the Agreement or the Act, the CONTRACTOR shall not provide data generated or otherwise obtained in the performance of its responsibilities under this Agreement to any party other than the State of Texas and its authorized agents.

#### ARTICLE 18 ACKNOWLEDGMENT OF FINANCIAL SUPPORT

The CONTRACTOR shall acknowledge the financial support of H-GAC and the TCEQ and the State of Texas whenever work funded, in whole or part, by this Agreement is publicized or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the CONTRACTOR, shall carry the following notation on the front cover or title page.

*PREPARED IN COOPERATION WITH THE HOUSTON-GALVESTON AREA COUNCIL AND TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.*

*The preparation of this report was financed through grants from the State of Texas through the Texas Commission on Environmental Quality and the Houston-Galveston Area Council.*

#### ARTICLE 19 DESIGN REVIEW

The CONTRACTOR shall comply with and incorporate into the applicable design and related data all H-GAC review comments and subsequent design instructions. Compliance will be assumed, unless H-GAC is advised in writing over the signature of the CONTRACTOR to the contrary, giving detailed and complete justification for such proposed exception.

#### ARTICLE 20 PERMITS AND APPROVALS

The CONTRACTOR shall obtain applicable drawing and specification approvals and permits from government authorities and governing bodies as may be required for the design of the Project. All changes that may be required, to the drawings, specifications, or both of these that are necessary to obtain these approvals, are within the scope of services of the Agreement.

Unless otherwise provided in the Agreement, the CONTRACTOR shall obtain and pay for all construction permits and licenses. The CONTRACTOR shall pay all charges of utility owners for connections to the work, and the CONTRACTOR shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

## ARTICLE 21     REQUIREMENT OF REGISTRATION OF DESIGNERS

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular profession field involved in the State of Texas.

## ARTICLE 22     MUNICIPAL SOLID WASTE DISPOSAL AND TRANSPORTATION REVENUE FEE

It is the understanding of the parties that the source of the funds provided by H-GAC and TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the MSWDTRF.

## ARTICLE 23     SAFETY AND PROTECTION

Where applicable, the CONTRACTOR shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary safety precautions.

## ARTICLE 24     HAZARDOUS SUBSTANCES, WASTE DISPOSAL AND MANIFESTS

The CONTRACTOR, subcontractors and subgrantees must comply with all applicable Laws and Regulations, including but not limited, to those relating to hazardous substances, waste disposal and manifests.

## ARTICLE 25     INTELLECTUAL PROPERTY REQUIREMENTS

Intellectual Property requirements as set forth in this Section.

1. Royalties and Patent Fees. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use or possession in the performance of the work or the incorporation in the work of any Intellectual Property.
2. Disclosure of Intellectual Property Produced during the work. CONTRACTOR shall promptly notify H-GAC of all Intellectual Property which CONTRACTOR or CONTRACTOR's employees, subcontractors, or subcontractor's employees may *produce*, either solely or jointly with others, during the course of the work. In addition, CONTRACTOR shall promptly notify H-GAC of all Intellectual Property to which CONTRACTOR may acquire rights in connection with the performance of the work. Any notification under this paragraph shall contain sufficient technical detail to convey a clear understanding of the Intellectual Property, and shall identify any publication, sale, public use, or impending publication. Promptly upon request, CONTRACTOR shall supply such additional information as H-GAC may request.
3. Grant of License. With respect to such Intellectual Property as is (i) incorporated in the work (other than Intellectual Property for which H-GAC/TCEQ already possesses equal or greater Intellectual Property Rights by virtue of this Agreement or otherwise), (ii) *produced* by CONTRACTOR or CONTRACTOR's employees, subcontractors, or subcontractor's employees during the course of performing the work, or (iii) specifically identified in the Supplemental Conditions as Intellectual Property to which Intellectual Property Rights are granted pursuant to this paragraph, CONTRACTOR hereby grants to H-GAC and TCEQ (i) a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, or otherwise use such Intellectual Property and associated use documentation, and (ii) a nonexclusive, perpetual, irrevocable, enterprise-wide license to



authorize others to reproduce, publish, or otherwise use such Intellectual Property for H-GAC and TCEQ's purposes.

4. **Modification; Derivative Works.** H-GAC and/or TCEQ shall have the right, in its own discretion, to independently modify any Intellectual Property to which license is granted herein H-GAC and/or TCEQ's own purposes and use, through the services of its own employees or independent contractors. H-GAC and/or TCEQ shall own all Intellectual Property Rights to such modifications. CONTRACTOR shall not incorporate any such modifications into its Intellectual Property for distribution to third parties unless it first obtains a license from H-GAC and/or TCEQ.
5. CONTRACTOR shall comply with all Laws and Regulations relating to Intellectual Property. CONTRACTOR represents and warrants to H-GAC that CONTRACTOR will not infringe any Intellectual Property Right of any third party. CONTRACTOR further represents and warrants to H-GAC that in the course of performing the work it will not use or possess any Intellectual Property owned by a third party without paying any required royalty or patent fees. CONTRACTOR warrants that it has full title in and ownership of the Intellectual Property and any enhancements, updates or other modifications, or that it has full power and authority to grant all licenses granted herein, and that such license use by H-GAC will in no way constitute an infringement or other violation of any Intellectual Property right of any third party. The CONTRACTOR warrants that it shall have, throughout any applicable license term hereunder, free and clear title to, or the right to possess, use sell, transfer, assign, license, or sublicense, products that are licensed or provided hereunder to H-GAC by CONTRACTOR. Except as permitted in the Agreement, CONTRACTOR shall not create or permit the creation of any lien, encumbrance, or security interest in the work or any part thereof, or any product licensed or provided hereunder to H-GAC for which title has not yet passed to H-GAC, without the prior written consent of H-GAC. CONTRACTOR represents and warrants to H-GAC that neither it nor any other company or individual performing the work is under any obligation to assign or give to any third party any Intellectual Property rights granted or assigned to H-GAC, or reserved by H-GAC, pursuant to the Agreement.
6. CONTRACTOR expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements under section 2157.005 of the Government Code, relating to accessibility by persons with visual impairments. Accordingly, the CONTRACTOR represents and warrants to H-GAC that the technology provided to H-GAC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
8. The CONTRACTOR shall include provisions adequate to effectuate the purposes of this paragraph in all subcontracts and subgrants under this Agreement in the course of which Intellectual Property may be produced or acquired.

#### ARTICLE 26     ACCOUNTING SYSTEMS

The CONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The CONTRACTOR must account for costs in a manner consistent with such standards or principles.

## ARTICLE 27 SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

## ARTICLE 28 CONTRACTUAL COSTS

CONTRACTOR's contractual costs must comply with allowable cost requirements. CONTRACTORS which are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If CONTRACTOR has no competitive procurement policy or is a private entity, CONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All subgrants awarded by the CONTRACTOR under this Agreement shall be in accordance with Subpart C, Sec. \_\_.37, Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the *Uniform Grant Management Standards* adopted by the Governor's Office of Budget and Planning.

## ARTICLE 29 AUTHORIZED REPRESENTATIVES

- A. H-GAC hereby designates the person in Exhibit 1, Project Representative, as the individual authorized to give direction to the CONTRACTOR for the purposes of this Agreement. The H-GAC Project Representative shall not be deemed to have authority to bind H-GAC in Agreement unless the EXECUTIVE DIRECTOR of H-GAC has delegated such authority.
- B. Immediately upon receiving the Purchase Order or Notice of Award, the CONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from H-GAC, to manage the work being performed, and to act on behalf on the CONTRACTOR. The CONTRACTOR Project Representative shall be deemed to have authority to bind the CONTRACTOR in Agreement unless the CONTRACTOR, in writing, specifically limits or denies such authority to the CONTRACTOR Project Representative.
- C. Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.
- D. The CONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with H-GAC.

### Exhibit 1

H-GAC hereby designates the individual named below as the person authorized to receive direction from the TCEQ, to manage the work being performed, and to act on behalf of H-GAC as a Project Representative:

Cheryl Mergo, Solid Waste Program Manager  
Community and Environmental Planning  
Houston-Galveston Area Council  
P.O. Box 22777  
Houston, Texas 77227-2777  
TEL (713) 993-4520; FAX (713) 993-4503  
Email address: cmergo@h-gac.com

## **ATTACHMENT A**

### **Fort Bend County**

**Project Description:** Fort Bend County will use funds to conduct a technical study (feasibility study), including: composting facilities. The study will examine the feasibility of operating a biosolids composting facility in Fort Bend County and evaluate potential solutions.

#### **Task I: Attend Mandatory Grants Administration Workshop**

**Activity and/or Deliverable** – A Mandatory Grants Administration Workshop will be hosted by H-GAC on September 9, 2004 for all FY05 Solid Waste Implementation Grant program and financial staff. Both program and financial representatives are required to attend.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 1 week.

#### **Task II: Develop Scope of Services**

**Activity and/or Deliverable** - Fort Bend County will develop scope of services for the Technical Study.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 1 month

#### **Task III: Issue Request for Qualifications/Proposals**

**Activity and/or Deliverable** Request for Qualifications/Proposals will be advertised per County requirements. Fort Bend County will follow proper county procedures.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 1 month

#### **Task IV: Select and Secure Consultant to Develop Technical Study**

**Activity and/or Deliverable** - Fort Bend County will review submitted proposals and select a consultant. Fort Bend County will enter into a contract with consultant. Copy of contract will be submitted to H-GAC for its files.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 1 month

#### **Task V: Develop Work Plan for Technical Study**

**Activity and/or Deliverable** – Develop work plan for technical study. H-GAC will serve on work group. H-GAC must approve work plan.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 1 month

#### **Task VI: Complete Technical Study**

**Activity and/or Deliverable** - Fort Bend County will oversee consultant's work. H-GAC will serve on work group.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 4-5 months

Special Contract Provisions

**Task VII: H-GAC and TCEQ Review**

**Activity and/or Deliverable** - Technical Study will be submitted to H-GAC and TCEQ for review. Fort Bend County will respond to comments on draft Technical Study. Fort Bend County will submit two copies of the final report to H-GAC.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 2 months

**Task VIII: Summary and Results Reporting**

**Activity and/or Deliverable** – Summary and Results Reports will be submitted to H-GAC. H-GAC will provide the appropriate reporting forms. Forms must be submitted even if there is no activity to report. One year follow-up report will be submitted.

- Due dates for written Summary and Results Reports

**December 10, 2004 (reports for September - November)**

**March 10, 2005 (December - February)**

**June 10, 2005 (March - May)**

**August 10, 2005 (June - July)**

**Schedule of Activity and/or Deliverable (in weeks or months)** – As scheduled above.

**Task IX: Financial Reporting**

**Activity and/or Deliverable** - Financial reporting with appropriate documentation will be submitted monthly to H-GAC for reimbursement. H-GAC will provide the appropriate financial forms. Forms must be submitted even if no reimbursement is requested.

**Schedule of Activity and/or Deliverable (in weeks or months)** - Monthly. Final reimbursement request is due 30 days after grant termination.

**ATTACHMENT B  
CONTRACT BUDGET  
Fort Bend County**

| <b>GRANT BUDGET SUMMARY</b>                  |                                        |
|----------------------------------------------|----------------------------------------|
| <b>Budget Categories</b>                     | <b>H-GAC Solid Waste Grant Funding</b> |
| 1. Personnel (Salary)                        | \$0.00                                 |
| 2. Fringe Benefits                           | \$0.00                                 |
| 3. Travel                                    | \$0.00                                 |
| 4. Supplies (unit cost of less than \$1,000) | \$0.00                                 |
| 5. Equipment (unit cost of \$1000 or more)   | \$0.00                                 |
| 6. Construction                              | \$0.00                                 |
| 7. Contractual (other than for construction) | \$21,073.00                            |
| 8. Other                                     | \$0.00                                 |
| 9. Indirect charges                          | \$0.00                                 |
| <b>TOTAL</b>                                 | <b>\$21,073.00</b>                     |

|                          |    |
|--------------------------|----|
| 10. Fringe Benefit Rate: | 0% |
| 11. Indirect Cost Rate:  | 0% |

| <b>1. Personnel (Salary)</b> |                 |                                     |                       |                    |                      |
|------------------------------|-----------------|-------------------------------------|-----------------------|--------------------|----------------------|
| <b>Position</b>              | <b>Function</b> | <b>Status (FT/PT)<br/>perm/temp</b> | <b>Monthly Salary</b> | <b>Time (%FTE)</b> | <b>Salary Funded</b> |
|                              |                 |                                     | \$0.00                | 0%                 | \$0.00               |
|                              |                 |                                     | \$0.00                | 0%                 | \$0.00               |
|                              |                 |                                     | \$0.00                | 0%                 | \$0.00               |
|                              |                 |                                     | \$0.00                | 0%                 | \$0.00               |
|                              |                 |                                     | \$0.00                | 0%                 | \$0.00               |

| <b>3. Travel</b> |                          |                      |
|------------------|--------------------------|----------------------|
| <b>Position</b>  | <b>Purpose of travel</b> | <b>Travel Funded</b> |
|                  |                          | \$0.00               |
|                  |                          | \$0.00               |
|                  |                          | \$0.00               |
|                  |                          | \$0.00               |
|                  |                          | \$0.00               |

| <b>4. Supplies</b>      |                        |
|-------------------------|------------------------|
| <b>Type of Supplies</b> | <b>Supplies Funded</b> |
|                         | \$0.00                 |
|                         | \$0.00                 |
|                         | \$0.00                 |
|                         | \$0.00                 |
|                         | \$0.00                 |

| <b>5. Equipment</b> |              |                  |                     |                         |
|---------------------|--------------|------------------|---------------------|-------------------------|
| <b>Equipment</b>    | <b>Model</b> | <b>Unit Cost</b> | <b>No. of Units</b> | <b>Equipment Funded</b> |
|                     |              | \$0.00           | 0                   | \$0.00                  |
|                     |              | \$0.00           | 0                   | \$0.00                  |
|                     |              | \$0.00           | 0                   | \$0.00                  |
|                     |              | \$0.00           | 0                   | \$0.00                  |
|                     |              | \$0.00           | 0                   | \$0.00                  |

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

| 6. Construction      |                      |                     |
|----------------------|----------------------|---------------------|
| Type of Construction | Sub-Contracted (Y/N) | Construction Funded |
|                      |                      | \$0.00              |
|                      |                      | \$0.00              |
|                      |                      | \$0.00              |
|                      |                      | \$0.00              |
|                      |                      | \$0.00              |

| 7. Contractual   |                          |                 |
|------------------|--------------------------|-----------------|
| Contractor       | Purpose                  | Contract Funded |
| To Be Determined | Study Bio-Solid Material | \$21,073.00     |
|                  |                          | \$0.00          |
|                  |                          | \$0.00          |
|                  |                          | \$0.00          |
|                  |                          | \$0.00          |

| 8. Other                      |             |           |              |                      |
|-------------------------------|-------------|-----------|--------------|----------------------|
| Type Other                    | Description |           |              | Other Funded         |
| Postage / Delivery            |             |           |              | \$0.00               |
| Telephone / FAX               |             |           |              | \$0.00               |
| Utilities                     |             |           |              | \$0.00               |
| Printing / Reproduction       |             |           |              | \$0.00               |
| Advertising / Public Notices  |             |           |              | \$0.00               |
| Signage                       |             |           |              | \$0.00               |
| Training / Registration Fees  |             |           |              | \$0.00               |
| Dues / Membership Fees        |             |           |              | \$0.00               |
| Record Storage                |             |           |              | \$0.00               |
| Office Space                  |             |           |              | \$0.00               |
| Basic Office Furnishings      |             |           |              | \$0.00               |
| Equipment Rentals             |             |           |              | \$0.00               |
| Books / Subscriptions         |             |           |              | \$0.00               |
| Repair / Maintenance          |             |           |              | \$0.00               |
| Legal Services                |             |           |              | \$0.00               |
| Temporary Services            |             |           |              | \$0.00               |
|                               | Description | Unit Cost | No. of Units | Other / Eqmt. Funded |
| Recycling Bins                |             |           |              | \$0.00               |
| Recycling Bins                |             |           |              | \$0.00               |
| Personal Protective Equipment |             |           |              | \$0.00               |
| Personal Protective Equipment |             |           |              | \$0.00               |
| Personal Protective Equipment |             |           |              | \$0.00               |
| Computer Hardware             |             |           |              | \$0.00               |
| Computer Software             |             |           |              | \$0.00               |
| Audio / Visual Equipment      |             |           |              | \$0.00               |
| Audio / Visual Equipment      |             |           |              | \$0.00               |
| Audio / Visual Equipment      |             |           |              | \$0.00               |
| Audio / Visual Equipment      |             |           |              | \$0.00               |
| Audio / Visual Equipment      |             |           |              | \$0.00               |
| Promotional Item              |             |           |              | \$0.00               |
| Promotional Item              |             |           |              | \$0.00               |
| Promotional Item              |             |           |              | \$0.00               |
| Additional Other              |             |           |              | \$0.00               |

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

AGENDA ITEM

AS PER ORIGINAL

DATE SUBMITTED: 01/05/05

SUBMITTED BY: Hopie Solomon

AGENDA

DEPARTMENT: 029

# 23

COURT AGENDA DATE: 1/11/2005

PHONE NO.: 281-342-7300

**SUMMARY OF ITEM:**

Permission to make application submitting a proposal of \$524,250 dollars to "The National Emergency Food & Shelter Program (EFSP)" Phase XXIII grant program, for funds to be utilized in expanding services in Food, Rent/Mortgage and Utilities assistance.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No (X)

ADDITIONAL SUPPORTING DOCUMENTS ATTACHED: Phase XXIII application proposal.

**FINANCIAL SUMMARY:**

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS: See attachment

Yes ( ) No (X) N/A ( ) One Time (yes)

Funding Source: Recurring ( )

Fund Agency Object N/A ( )

Original Form Submitted with back up to County Judge's Office: ( X ) ( ✓ when completed)

**CC with back up:**

|                       |                |                    |                |
|-----------------------|----------------|--------------------|----------------|
| ( x ) Auditor         | (281-341-3774) | ( x ) Comm. Pct. 1 | (281-342-0587) |
| ( x ) Budget Officer  | (281-344-3954) | ( x ) Comm. Pct. 2 | (281-403-8009) |
| ( x ) County Attorney | (281-341-4557) | ( x ) Comm. Pct. 3 | (281-242-9060) |
| ( ) Purchasing Agent  | (281-341-8642) | ( x ) Comm. Pct. 4 | (281-980-9077) |
| ( x ) County Clerk    | (281-341-8697) |                    |                |

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

**PHASE XXIII**  
**Emergency Food and Shelter Program**

**GENERAL INFORMATION**

AS PER ORIGINAL

Jose

Emergency Food and Shelter Program (EFSP) was created in 1983 *to supplement* the work of local service agencies, both non-profit and governmental, in assisting people in need of emergency assistance.

EFSP funding is to be used to target special economic emergency needs (not disaster related emergencies). EFSP funding should supplement feeding and sheltering efforts in ways that make a difference.

**Application process**

To apply for EFSP funds, the applicant organization must complete the attached proposal and provide all requested information. The proposal must be received by the United Way of the Texas Gulf Coast by **5:00 P.M., Monday, January 10, 2005.**

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR CONSIDERED FOR FUNDING.**

Please e-mail the completed proposal to:

**Rose Kelley**  
***rkelley@uwtgc.org***

Please mail the signed original proposal via **CERTIFIED Mail** to:

**Al Acosta**  
***United Way of the Texas Gulf Coast***  
***P.O. Box 924507***  
***Houston, Texas 77292-4507***

If hand delivering the proposal, the street address is:

***United Way of the Texas Gulf Coast***  
***2200 North Loop West (North Loop Business Park -- Entrance 5)***  
***Houston, Texas 77018***

**Screening Process**

United Way of the Texas Gulf Coast staff will screen all responsive proposals received by the deadline. Proposals will not be considered further when screening requirements are not satisfied as stated below:

- The proposal must be received by **5:00 P.M., Monday, January 10, 2005.**
- The proposal must contain **all of the items listed on the checklist**
- The proposal must be typewritten or printed legibly.

|                                                                                           |
|-------------------------------------------------------------------------------------------|
| <b>LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED<br/>OR CONSIDERED FOR FUNDING</b> |
|-------------------------------------------------------------------------------------------|



## sal Review Process

EFSP Local Board, comprised of mandated agencies, community volunteers, and representatives of governments, will review all completed proposals and will determine awards. At the discretion of the Board, there may be requests for additional information, meetings and/or site visits with applicants. review and recommendations for awards are expected to be completed in January 2005.

AS PER ORIGINAL

## itoring

rams selected for funding must submit the following to the EFSP Local Board:

- Lobbying Certification Form
- Interim LRO Report
- Preliminary Spending Report
- Documentation Submission Checklist
- Completed documentation showing appropriate expenditures for Phase XXIII
- Final Report
- Additional Reports as requested by the Local and/or National Board

## quiries

lease direct all questions regarding Emergency Food and Shelter Program grants to:

*Al Acosta*  
*United Way of the Texas Gulf Coast*  
*P.O. Box 924507*  
*Houston, Texas 77292-4507*  
*Phone: (713) 685-2864*  
*Email: aacosta@uwtgc.org*

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING**

**CONSIDERED FOR FUNDING, ORGANIZATIONS MUST:**

AS PER ORIGINAL

- nonprofit or an agency of government;
- have an accounting system or an approved fiscal agent;
- have a Federal employer identification number (FEIN), or be in the process of securing a FEIN;
- conduct an independent annual audit (or have a fiscal agent that completes an annual audit)
- practice nondiscrimination (those agencies with a religious affiliation wishing to participate in the program must agree not to refuse services to an applicant based on religion or require attendance at religious services as a condition of assistance, nor will such groups engage in any religious proselytizing in any program receiving Emergency Food and Shelter Program funds);

For private voluntary organizations, have a voluntary board, and

To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc. in providing emergency food and shelter services.

Local organizations selected for funding must:

Maintain records according to guidelines set forth by EFSP.

Provide services within the intent of the program. Funds are to be used to supplement and extend food and shelter services, not as a substitute for other program funds.

Deposit funds for this program in a federally insured bank account.

Submit reports to the Local Board by their due date. LROs receiving Phase XXIII awards from more than one jurisdiction must keep documentation separately. LRO's receiving Phase XXIII State Set-Aside awards in addition to a regular award in a single jurisdiction must consider the two awards as though they were one and combine the documentation.

5. Work with the Local Board to quickly clear up any problems related to compliance exception(s) at the end of the program.

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING**

UNITED WAY OF THE TEXAS GULF COAST

EMERGENCY FOOD & SHELTER PROGRAM

Phase XXIII

COVER PAGE/CHECKLIST

Program Name: Phase XXIII – Federal Emergency Management Agency Emergency Food & Shelter Program

Name of Applicant Agency: Fort Bend County Social Services

Mailing Address: 4520 Reading Road Suite A, Rosenberg, Texas Zip 77471

Physical Address: 4520 Reading Road Suite A, Rosenberg, Texas Zip 77471

Telephone # 281-342-7300 Fax #281-342-0557 E-mail: solomhop@co.fort-bend.tx.us

Individual to contact to schedule site visits, if necessary:

Name Hopie Solomon

Telephone # 281-342-7300 Fax # 281-342-0557 Email: solomhop@co.fort-bend.tx.us

Total Amount of Funding requested: \$ 524,250.00

CHECKLIST FOR PROPOSAL SUBMITTAL

- \_\_\_\_\_ Cover Page and Checklist (this form)
- \_\_\_\_\_ Application
- \_\_\_\_\_ Copy of the Agency's Most Current Audit (Must be on **Accrual** Basis)
- \_\_\_\_\_ Fiscal Agent/Fiscal Conduit Agency Agreement (if applicable)
- \_\_\_\_\_ Fiscal Agent Agreement (if applicable)
- \_\_\_\_\_ Copy of Fiscal Agent Audit (if applicable) (Must be on **Accrual** Basis)
- \_\_\_\_\_ Local Recipient Organization (LRO) Certification Form
- \_\_\_\_\_ Certification Regarding Lobbying Form

Please do not submit any information that was not specifically requested. Additional information will not be forwarded to the local Board.

**Please do not staple or bind your application.**

**The deadline for proposals to be received by United Way is 5:00 P.M.,  
Monday, January 10, 2005.**

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING**

**PHASE XXIII**  
**Emergency Food and Shelter Program (EFSP)**  
**Application for Funding**

AS PER ORIGINAL

January 4, 2005

Agency: Fort Bend County Social Services

County in which services are to be provided (check only *one*).

County \_\_\_\_\_ Fort Bend County (X) Waller County \_\_\_\_\_

State separate application for additional jurisdictions):

Executive Officer or Program Contact number changed since your EFSP XXII application?

Yes \_\_\_\_\_ No (X) N/A \_\_\_\_\_

Executive Officer: Robert E. Hebert, County Judge of Fort Bend County \_\_\_\_\_

Program Contact: Hopie Solomon, Director of Fort Bend County Social Services \_\_\_\_\_

Mailing Address: 4520 Reading Road, Suite A

City/State/Zip Code: Rosenberg, Texas 77471

Telephone No.: 281-342-7300

Fax No: 281-342-0557

E-mail address: [solomhop@co.fort-bend.tx.us](mailto:solomhop@co.fort-bend.tx.us)

Board Chair's Name: N/A Telephone No.: N/A

Federal Taxpayer Identification Number: 1-74600-19692

Annual Audit Conducted? Yes (X) No \_\_\_\_\_

Agency Fiscal Year: 10-01-04 to 09-30-04

Date of Last Audit: 9-30-03

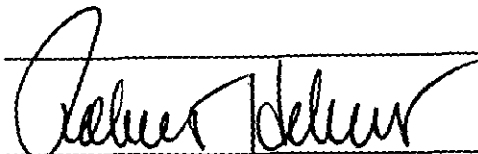
(Copy of agency's audit or fiscal agent audit must be included)(Audit must be on *accrual* basis)

If Yes, Name and Address of Auditor:

Sanderson Knox & Belt, L.L.P.

13401 Southwest Freeway, Suite 101, Sugar Land, Texas 77478

If No, Name and Address of Fiscal Agent:



Signature of Executive Officer

1-05-05

Date

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING**

## Statement of Need and Impact

AGENCY NAME: Fort Bend County Social Services

AS PER ORIGINAL

a. Please provide a statement of need for EFSP funds.

Deregulation of utilities services and lost revenue from one of our largest utility companies still pose a supply and demand problem. Because of these funding shortfalls, the agency needs to seek additional funding sources to help expand our existing services. Fort Bend County is one of the fastest growing counties in the United States which is attractive to persons wishing to better themselves. Unfortunately,

job market structure is not conducive with all the people, leaving some without work and a need to seek assistance from agencies like this one for help.

b. Please provide an explanation of how EFSP funds will be used to supplement and extend existing food and shelter services.

EFSP funds will be used in a non-targeted manner to provide expansion to our existing services of food, shelter and utility needs to persons that are residents of Fort Bend County that can provide a demonstration of need for these services.

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING**

- II. Please attach a brief (no longer than two pages) history of your agency, including date of incorporation, length of time agency has been in operation, description of programs offered, and length of time agency has offered emergency assistance.

See attached history of agency

- III. Federal provisions require that agencies funded under the Emergency Food and Shelter program involve homeless individuals and families in the operation of their program, to the extent practicable. The purpose of this provision is to ensure that the intended beneficiaries of service have a voice in how these services are delivered. **Therefore, please describe the involvement of homeless or formerly homeless individuals and families in the operation of your program. If this involvement is not practicable for your agency, please explain.**

Some of our volunteer workers have been former homeless individuals. We also have a collaborate community organizational structure that works with homeless individuals and families.

- IV. Please provide the following information on your agency:

a. Total agency budget: \$ 955,211.00                      b. Number of paid staff: 11

- 2.) EFSP funds are to be:  
(check category below)

☒ Non Targeted  
☐ Targeted for Abused Spouses  
☐ Targeted for HIV Positive Clients

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING**

- V. For the period of March 1, 2005 through September 30, 2005, please indicate the average number of service units you expect to provide with non-EFSP funds, the cost per service unit, the number of EFSP service units by category to be provided, the estimated cost per EFSP service units, and the amount you are requesting in EFSP funds. (Service units: one night of shelter per person; one month's rent, mortgage or utility bill; one meal per person, either served, or estimated to be included in food voucher or groceries supplied.)

| Program                                 | Non-EFSP<br>Service Units | Cost per<br>Non-EFSP<br>Service Unit | EFSP<br>Service<br>Units | Cost of<br>EFSP<br>Service Unit | EFSP<br>Request |
|-----------------------------------------|---------------------------|--------------------------------------|--------------------------|---------------------------------|-----------------|
| Food                                    |                           |                                      |                          |                                 |                 |
| Served Meals                            | # _____                   | \$ _____                             | # _____                  | \$ _____                        | \$ _____        |
| Other Food (no. of meals<br>per person) | # 13,146                  | \$ .90                               | # 47,500                 | \$ .90                          | \$ 42,750       |
| Mass Shelter (on site)<br>Nights        | # N/A                     | \$ _____                             | # _____                  | \$ _____                        | \$ _____        |
| Rent/Mortgage<br>Bills Paid             | # 23                      | \$ 350.00                            | # 500                    | \$ 635.00                       | \$ 317,500      |
| Utility Assistance<br>Bills Paid        | # 874                     | \$ 150.00                            | # 1000                   | \$ 164.00                       | \$164,000       |
| Total EFSP                              |                           |                                      |                          |                                 | \$524,250       |

- VI. Please describe the steps a client goes through when applying for EFSP assistance, including days and hours of services, required documentation, eligibility requirements and any limitations on assistance (include financial assistance limits if any that is, once per month, \$50 per family, etc.)

Food:

(1) Applicants are seen on an appointment basis and some emergency walkin during regular working hours of eight to five, Monday to Fridays, at two locations: 4520 Reading Road, Suite A Rosenberg, Texas or 303 Texas Parkway, Suite 202 Missouri City, Texas.

(2) Services are provided when a demonstration of need and eligibility requirements can be documented. The dollar amount of assistance is based upon a set formula that calculates the amount of assistance based upon the number of identified persons living in the household at the time of the application.

(3) Applicant must show identification and proof of residency.

(4) Applicant must show verification of all household members (birth certificates, etc.)

(5) Applicant must show proof of household income and how net income was exhausted (receipts of all bills paid).

(6) Applicant must show proof of emergency need.

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING**

Mass Shelter:

N/A

Rent/Mortgage:

- (1) Applicant must show requirements for resident, identification, proof of household income and how exhausted.
- (2) Applicant must show current inability to pay rent/mortgage by submitting proof of the emergency need.
- (3) Applicant must also show landlord notice or mortgage letter.

Utility Assistance:

***LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING***



(1) Applicant must show proof of residential requirement, identification, proof of household income and how exhausted.

(2) Applicant must have a bill indicating due within 5 days of due date, disconnection or notice of disconnection.

(3) Applicant must show proof of his or her inability to pay the bill.

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***LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING***

**FOR MASS SHELTERS AND SERVED MEALS ONLY:**

INDICATE THE LAST DATE THE AGENCY RECEIVED THE PERMITS AND/OR INSPECTIONS LISTED BELOW (if more than one facility, attach information for each facility):

|                      |                 |
|----------------------|-----------------|
| Occupancy Permit     | _____ N/A _____ |
| Elevator Permit      | _____ N/A _____ |
| Boiler Permit        | _____ N/A _____ |
| Fire Code Inspection | _____ N/A _____ |
| Health Dept. Permit  | _____ N/A _____ |
| Other                | _____ N/A _____ |

***LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING***

## **FISCAL AGENT/FISCAL CONDUIT**

For National Board purposes, a fiscal agent is an agency that maintains all EFSP financial records for another agency. A fiscal conduit is an EFSP-funded agency that maintains all EFSP financial records on behalf of one or more agencies under a single grant. The fiscal agent/fiscal conduit is the organization responsible for the receipt, disbursement of funds to vendors, and documentation of funds received. The fiscal agent/fiscal conduit must meet all of the requirements of a local recipient organization (LRO).

Any agency benefiting from funds received by a fiscal agent/fiscal conduit must meet all of the criteria to be an LRO except the accounting system and annual audit requirements. For tracking purposes all agencies funded through fiscal agents or fiscal conduits must secure a Federal Employer's Identification Number.

Organizations serving as fiscal conduits must provide a supplemental listing to the Local Board and on the final report showing all agencies benefiting from the funding and breakdowns of spending and units of service. All agencies included on the supplemental listing must have a Federal Employer Identification Number or be in the process of securing one.

Fiscal agent/fiscal conduits may cut checks to vendors only. They may not cut checks to the agencies on whose behalf they are acting or to agencies/sites under their "umbrella". The exception to this is when an agency is using the per diem allowance for mass shelter or the per diem allowance for served meals.

Fiscal agents will be required to submit individual interim and final reports for each agency. Fiscal conduits will file a single interim report on their award along with a breakdown of agencies and spending with the final report.

Any LRO with an outstanding compliance exception may not be funded under a fiscal agent/fiscal conduit. If a fiscal agent has an unresolved compliance exception, other funds awarded to the fiscal agent (either as a grant for its own program or as fiscal agent for another agency) will be held in escrow until all compliance exceptions are resolved.

Fiscal conduits will be audited as a single award, and will be handled as any other LRO.

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR  
CONSIDERED FOR FUNDING.**

**FISCAL AGENT AGREEMENT**  
(to be completed by fiscal agent)

This signed Fiscal Agent Agreement must be included with final application if applicant is not a tax exempt organization, and/or does not have current audited financial statements.

**The fiscal agent must:**

1. Comply with Phase XXIII Rules and Responsibilities Manual, particularly the Eligible and Ineligible Costs section;
2. Be tax exempt;
3. Have an accounting system capable of maintaining a separate fund account for EFSP;
4. Submit periodic financial reports to the EFSP Local Board on behalf of the applicant;
5. Ensure that any EFSP funds unspent or improperly spent within the EFSP Phase XXIII funding period are returned to the Local Board;
6. Remain in operation until all program and financial reporting requirements have been satisfied.

The Emergency Food and Shelter funds should be included in the fiscal agent's regular annual audit, a copy of which will be submitted to the EFSP Local Board.

**APPLICANT AGENCY**

Name Fort Bend County Social Services  
Contact Person Hopie Solomon  
Phone Number 281-342-7300  
Title Director  
Address 4520 Reading Road, Suite A  
City /Zip Rosenberg, Texas 77471

**FISCAL AGENT ORGANIZATION**

Name Fort Bend County Auditor's Department  
Contact Person Ed Sturdivant  
Phone Number 281-341-3760  
Title County Auditor  
Address 309 South 4<sup>th</sup> Street, Suite 533  
City /Zip Richmond, Texas 77469

This certifies that Fort Bend County Auditor Department (agency) agrees to serve as the fiscal agent for Fort Bend County Social Service (applicant agency), and receive and disburse funds from the Emergency Food and Shelter Program on behalf of the applicant.

Hopie Solomon, Director  
Applicant Contact Person (Print)

Robert Ed Sturdivant, County Auditor  
Authorized Signer for Fiscal Agent, Title (Print)

By:   
Signature/Date

By: \_\_\_\_\_  
Signature/Date

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR  
CONSIDERED FOR FUNDING.**

## FISCAL AGENT/FISCAL CONDUIT AGENCY AGREEMENT

This signed Fiscal Agent/Fiscal Conduit Agreement must be included with final application if applicant does not have current audited financial statements.

### I certify the following:

1. That my public or private organization has the capability to provide emergency food and/or shelter services;
2. Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services;
3. Is nonprofit or an agency of government;
4. Practice nondiscrimination (if an agency with a religious affiliation, will not refuse services to an applicant based on religion or require attendance at religious services as a condition of assistance, nor will such groups engage in any religious proselytizing in any program receiving Emergency Food and Shelter Program funds);
5. Has or will secure a Federal Employer Identification (FEIN)
6. If private, not-for-profit, has a voluntary board;
7. Will comply with the Phase XXIII Roles and Responsibilities Manual, particularly the Eligible and Ineligible Costs section;
8. Will provide all required information to the Fiscal Agent/Fiscal Conduit;
9. Will incur expenses for eligible program costs and will provide complete documentation on expenditures (to the Fiscal Agent/Fiscal Conduit, no later than two week following my jurisdiction's selected end-of-program;
10. Will spend all funds and close-out the program by the end-of-program and return any unused funds;
11. Will comply with the Single Audit Act, Circular A-133
12. That this organization has no known Emergency Food and Shelter compliance exceptions in this or other jurisdiction.

Name: Robert Ed Sturdivant \_\_\_\_\_  
Print Signature

Title: County Auditor \_\_\_\_\_ Contact Person Robert Ed Sturdivant \_\_\_\_\_

Phone Number 281-342-3760 \_\_\_\_\_ FEIN #: 1-74600-19692 \_\_\_\_\_

Agency: Fort Bend County Auditor Department \_\_\_\_\_

Address 309 South 4<sup>th</sup> Street, Suite 533 \_\_\_\_\_  
Richmond, Texas 77469 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR  
CONSIDERED FOR FUNDING.**

# LOCAL RECIPIENT ORGANIZATION CERTIFICATION FORM

(To be retained by Local Board)

As a recipient of Emergency Food and Shelter National Board Program funds made available for Phase XXIII and as the duly authorized representative of Fort Bend County Social Services, I certify that my public or private organization: (NAME OF AGENCY)

- Has the capability to provide emergency food and/or shelter services;
- Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services;
- Is nonprofit or an agency of government;
- Has an accounting system or fiscal agent approved by the Local Board, and will pay all vendors by agency check;
- Conducts an independent annual audit if receiving \$25,000 or more in Emergency Food and Shelter Program funds and will provide a copy of this audit to the Local Board;
- Understands that cash payments (including petty cash) are not eligible under EFSP;
- Has a Federal Employer Identification Number (FEIN);
- Practices non-discrimination (if an agency with a religious affiliation will not refuse service to an applicant based on religion, nor engages in religious proselytizing or religious counseling with Federal funds);
- If private, not-for-profit, has a voluntary board;
- Will comply with the Phase XXIII Roles and Responsibilities Manual, particularly the Eligible and Ineligible Cost section, and will inform appropriate staff or volunteers of EFSP requirements;
- Will provide all required reports to the Local Board;
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled checks – front and back, invoices, receipts, etc.) on all expenditures for a minimum of three years after the end of program;
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program and returned any unused funds to the National Board (\$5.00 or more; make checks payable to United Way of America/Emergency Food and Shelter National Board Program);
- Will provide complete documentation of expenses to the Local Board, if requested, no later than one month following my jurisdiction's selected end-of-program;
- Will comply with the Office of Management and Budget Circular A-133 if expending \$300,000 or more in Federal funds;
- If applicable, will comply with lobbying prohibition certification and disclosure of lobbying activities if receiving more than \$100,000 in Emergency Food and Shelter Program funds; and
- Has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.

Signature: \_\_\_\_\_

Print Name: Hopie Solomon

Date: 1-5-05

Agency ID# 006

Address: 4520 Reading Road, Suite A

Rosenberg, Texas 77471

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR  
CONSIDERED FOR FUNDING.**

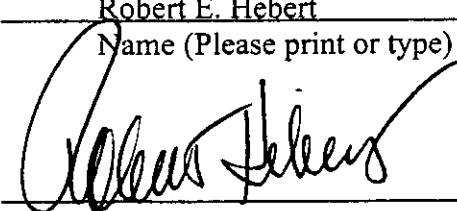
# CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

|                                                                                     |                        |
|-------------------------------------------------------------------------------------|------------------------|
| <u>Fort Bend County</u>                                                             | <u>19-7828-00 006</u>  |
| Organization Name                                                                   | Jurisdiction ID Number |
| <u>Robert E. Hebert</u>                                                             | <u>County Judge</u>    |
| Name (Please print or type)                                                         | Title                  |
|  | <u>1-5-05</u>          |
| Signature                                                                           | Date                   |

Note: Standard Form LLL and instructions are available from the National Board office.

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR  
CONSIDERED FOR FUNDING.**

B. December 16, 2003:

1) ENGINEERING:

- a. Approve Supplemental Agreement No. 2 to Engineering Services Agreement with Stork Southwestern Laboratories for additional geotechnical engineering services in an amount not to exceed \$3,725 for the Westpark Tollway.
- b. Approve Supplemental Agreement No. 3 to Engineering Services Agreement with Brown & Gay Engineers, Inc., for additional services as General Engineering Consultant in an amount not to exceed \$468,942 for the Westpark Tollway.
- c. Approve Supplemental Resolution and Order Finding and Decreeing Public Necessity for Acquisition of Certain Property as Part of a Toll Road Project, Authorizing Acquisition and Payment of Compensation for the Fort Bend Parkway Corridor, Project A.
- d. Approve Resolution and Order Finding and Decreeing Public Necessity for Acquisition of Certain Property as Part of a Toll Road Project, Authorizing Acquisition and Payment of Compensation for Acquisition of METRO Right of Way for the Westpark Tollway.
- e. Approve Confidentiality Agreement with Union Pacific Railroad Company.

2) TREASURER: Authorize payment of invoices for work performed by consultants and/or contractors and listed on Board Report dated December 17, 2003 for an amount totaling \$1,999,054.49, of which \$1,765,755.83 is for Section A of the Parkway and \$233,298.66 is for the Westpark Toll Road Extension. (Fund: 220-045-2025)

36. HEALTH & HUMAN SERVICES – SOCIAL SERVICES: Take all appropriate action to authorize application for the Emergency Food & Shelter Program, Phase XXII, with no match required by the County.
37. HUMAN RESOURCES:
  - A. Take all appropriate action to rescind Commissioners Court action dated May 30, 1995, that approved a one step increase for Road and Bridge employees that obtain a herbicide/insecticide certification.
  - B. Take all appropriate action to begin Phase II of the HayGroup Salary Administration Plan.
38. PURCHASING: Take all appropriate action to approve Change Order No. 4 for an amount not to exceed \$126,432.67 to Brookstone LP for the Fort Bend County Library - Cinco Ranch Branch. (Funding: 010-090-M02C-7015)
39. RISK MANAGEMENT: Take all appropriate action on reinsurance renewal rates for the Fort Bend County Employee Benefit Plan year 2004.
40. ROAD & BRIDGE: Take all appropriate action to approve payment in the amount of \$27,680.57 to Fort Bend County Municipal Utility District No. 117 for unforeseen road repair done without a purchase order. (Fund: 105-075-5031)



**16. HEALTH & HUMAN SERVICES:**

- A. ENVIRONMENTAL:** Approve Adopt-A-County-Road Agreement between Fort Bend County and Garfield & Sonia Norris for West Sycamore Road (from FM 521 to Rabb Road at Teal Estates Road).
- B. SOCIAL SERVICES:** Accept grant award in the amount of \$297,775 from The National Emergency Food & Shelter Program to be utilized in the following categories through September 30, 2004: Food \$23,822; Rent/Mortgage \$181,643; and Utilities \$92,310, with no match required by the County.

**17. HUMAN RESOURCES:**

- A.** Approve Salary Assignment of Grade 12, Step 6 of the Professional/Management policy group (\$2,072.93 Bi-Weekly) for Position No. 007-0006 in the Human Resources Department.
- B.** Approve Salary Assignment of Grade 9, Step 7 of the Administrative/Clerical policy group (\$1,264.54 Bi-Weekly) for Position No. 007-0005 in the Human Resources Department.
- C.** Submit for recording the final edition of Fort Bend County Employee Job Grade Matrix as presented by Human Resources Department.

**18. JUSTICE OF THE PEACE, PCT. 1, PL. 1:**

- A.** Accept the amended official Bond & Oath for Gary "Ike" Fredrickson, Justice of the Peace, Pct. 1 – Place 1 for 2004.
- B.** Approve payment of \$1,500 in excess of the available amount on Purchase Order No. 001-00001487 to the Harris County Treasurer for FY 03 autopsy, Cause No. 03-120. (Fund: 045-4010)

**19. JUSTICE OF THE PEACE, PCT. 2:** Approve payment by Invoice Transmittal in the amount of \$1,500 to Harris County Treasurer for autopsy performed in 2003, (Cause No. 03-077) but not invoiced until 2004. (Fund: 045-4010)

**20. JUSTICE OF THE PEACE, PCT. 3:** Approve transfer in the amount of \$75 from Office Supplies (021-1062) into Dues (021-5030) to allocate dues for Texas Justice Court Judges Association into proper line item.

**21. PURCHASING:** Authorize advertising for bids to lease 40 acres of land owned by Fort Bend County for agricultural purposes only at property on Ransom Road, and 25 acres of land at the Fort Bend County Fairgrounds, Precinct 1.

**AGENDA ITEM**

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 1/5/05

SUBMITTED BY: Michel Davis

AGENDA

DEPARTMENT: Parks

PHONE NO.: 281 642 3716

# 24A + B

COURT AGENDA DATE: 1/11/05

**SUMMARY OF ITEM:**

Fort Bend County Fairgrounds rental rate increases effective 2/1/05

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

**FINANCIAL SUMMARY:**

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes ( ) No ( ) N/A ( )

One Time ( )

Funding Source:

Recurring ( )

Fund Agency Object

N/A ( )

Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Copies with back-up to:

( ) Auditor (281-341-3774)

( ) Comm. Pct. 1 (281-342-0587)

( ) Budget Officer (281-344-3954)

( ) Comm. Pct. 2 (281-403-8009)

( ) County Attorney (281-341-4557)

( ) Comm. Pct. 3 (281-242-9060)

( ) Purchasing Agent (281-341-8642)

( ) Comm. Pct. 4 (281-980-9077)

( ) County Clerk (281-341-8697)

**Instructions for submitting an Agenda Request:**

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED:**

Fort Bend County Fairgrounds Rental Rate increases effective 2/1/05

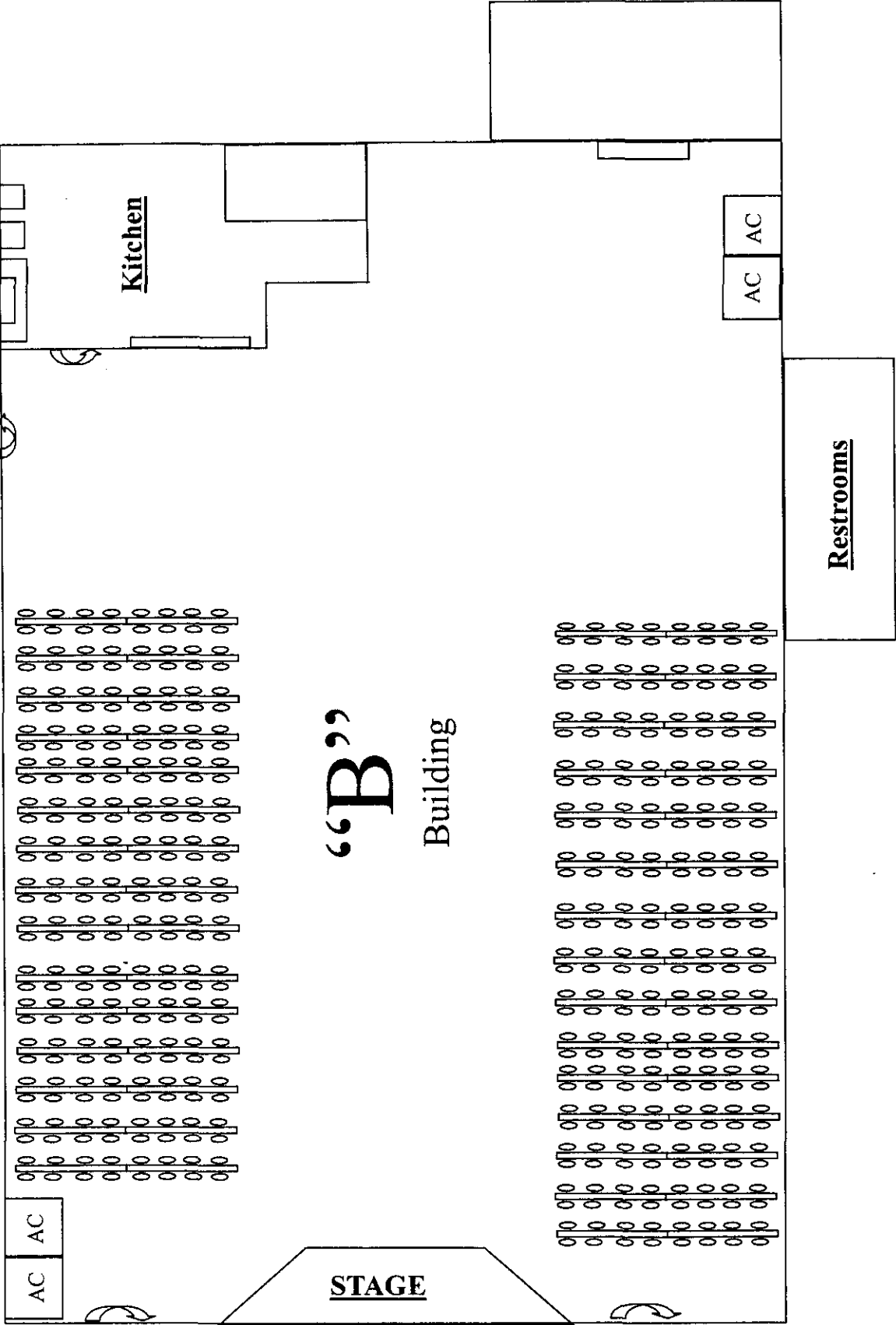
**New Building Price List - Effective January 1, 2005**

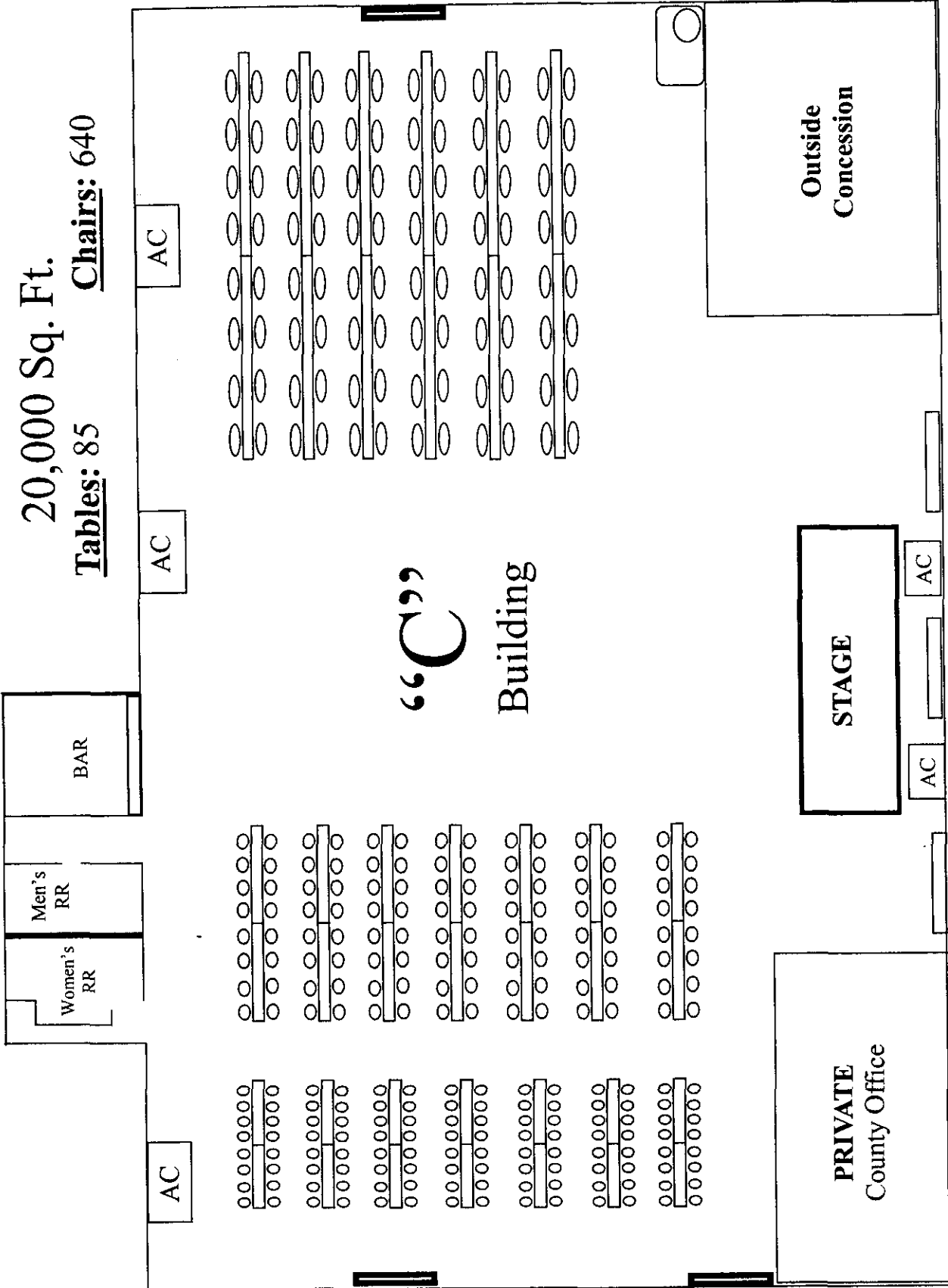
## **\*\* Electricity**

9,360 Sq. Ft.

Tables: 50

Chairs: 400



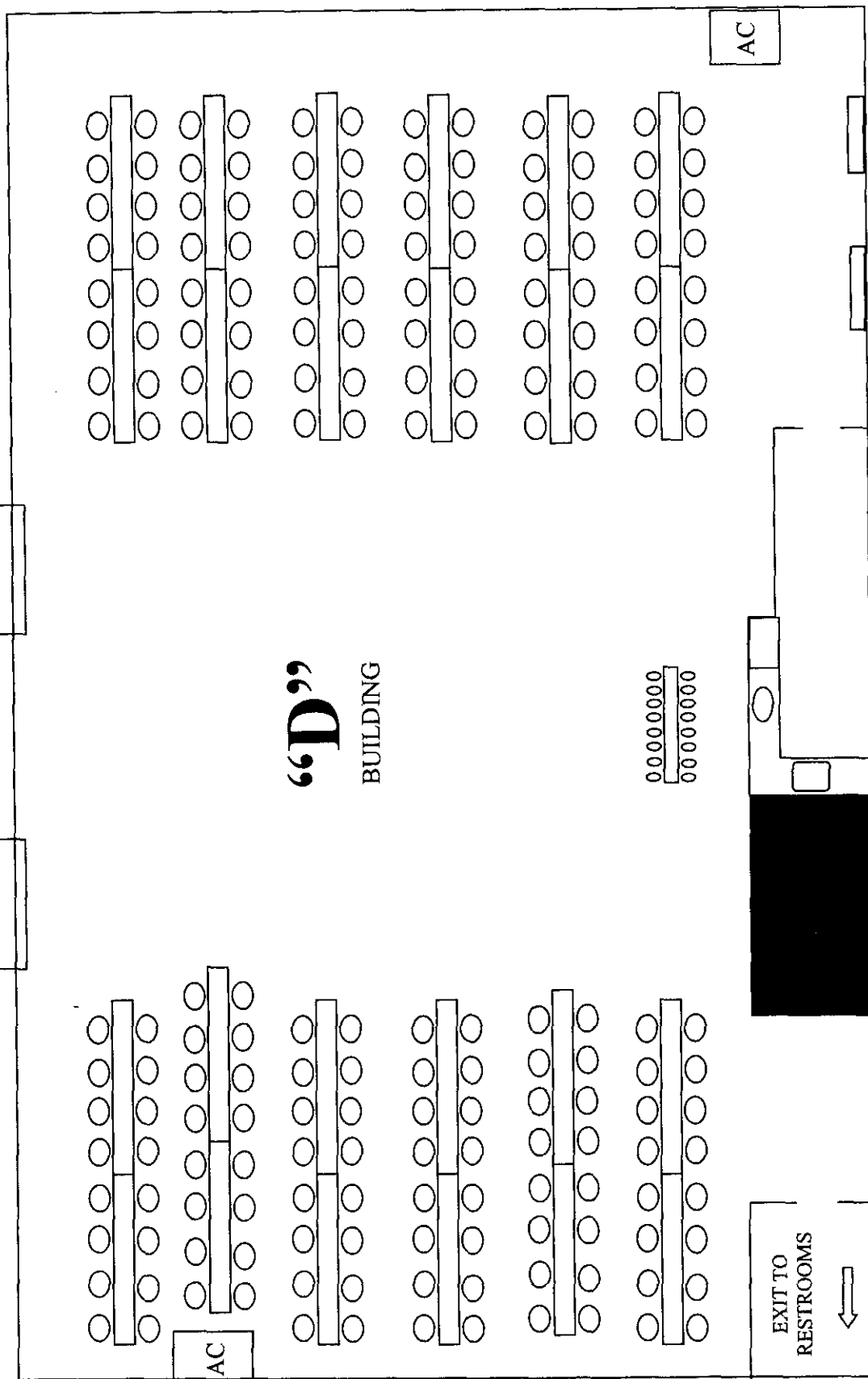


20,000 Sq. Ft.  
Tables: 85      Chairs: 640

3840 SQ. FT.

TABLES: 25

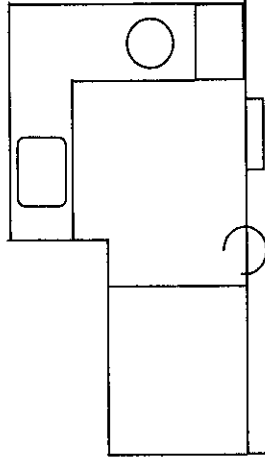
CHAIRS: 200



3600 SQ. FT.

TABLES: 20

CHAIRS: 160

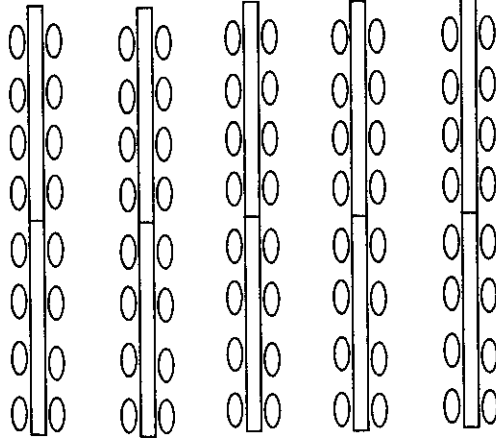
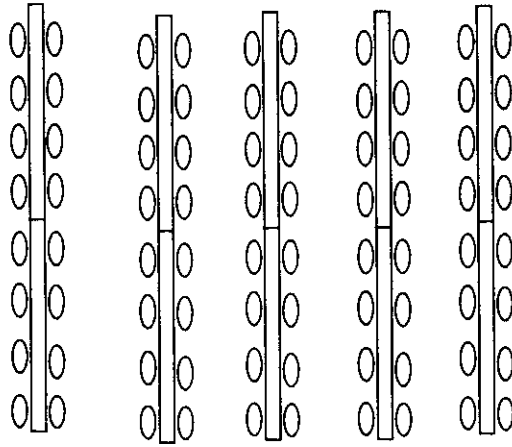


EXIT TO  
RESTROOMS



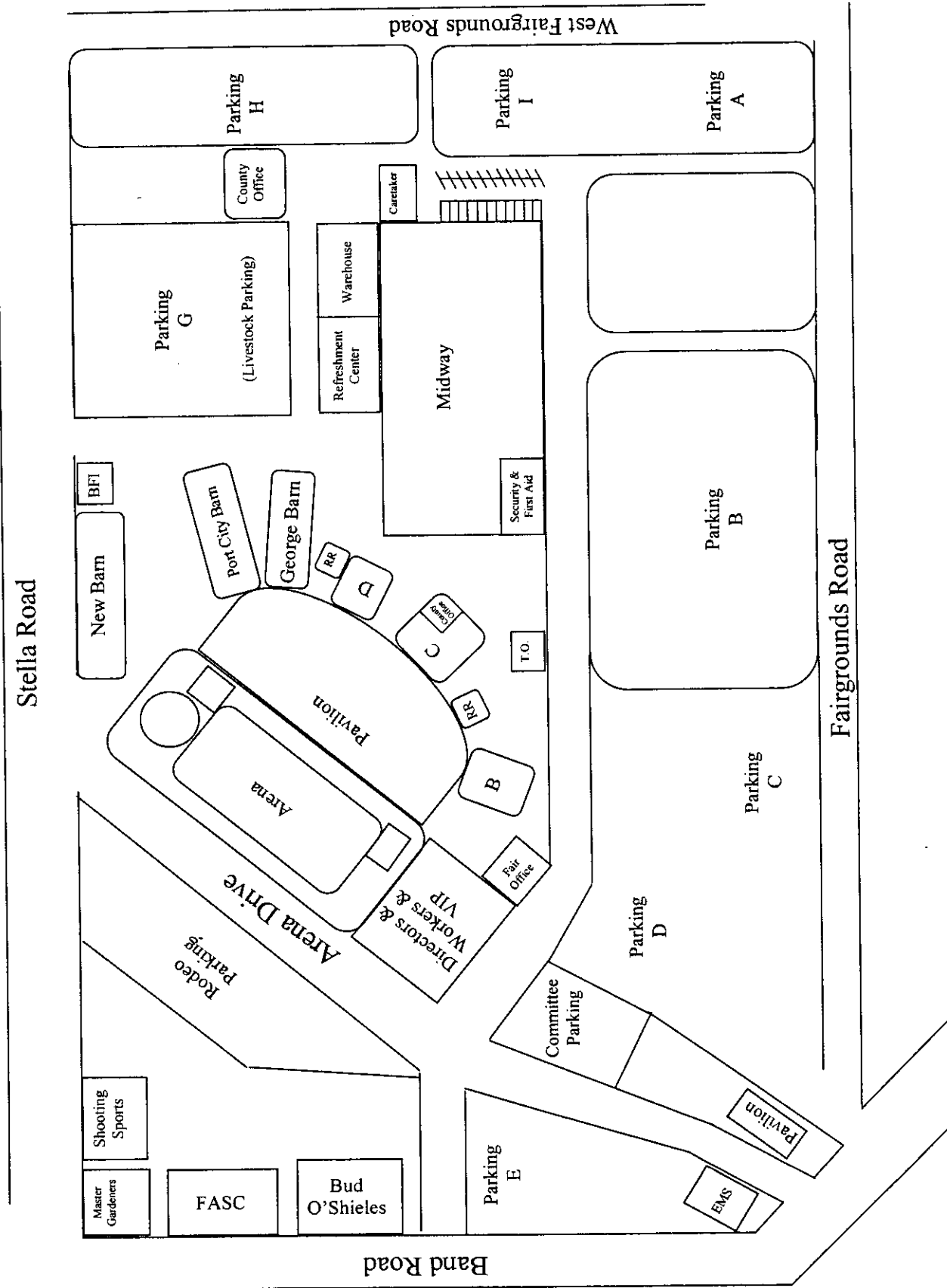
AC

AC



“Club Room”







DATE OF APPLICATION: \_\_\_\_\_  
PERSON APPLYING: \_\_\_\_\_  
DATE REQUESTED: \_\_\_\_\_  
SET UP LOCATION: \_\_\_\_\_  
CONTACT NUMBER: \_\_\_\_\_  
SIZE OF TENT NEEDED: \_\_\_\_\_ 20X30 \_\_\_\_\_ 30X30 Pole (field surface)  
\_\_\_\_\_ 20x40 \_\_\_\_\_ 30X30 Frame (hard surface)

**INDEMNIFICATION:** Applicants agree to indemnify and hold harmless the County, its officers, agents, and employees from any and all actions, claims, costs, damages and court costs, attorney's fees, court costs arising out of the use of the County Tent and set up by the applicant. Furthermore, such indemnification shall apply with respect to all acts or omissions of applicant, applicant's invitees, licensees, relatives, friends and their respective invitees, licensees, relatives, friends and their respective invitees, licensees, agents, subcontractors, or volunteers associated with the use of County Tent.

PRINT NAME OF RESPONSIBLE PARTY: \_\_\_\_\_  
SIGNATURE OF RESPONSIBLE PARTY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: DAY \_\_\_\_\_ NIGHT \_\_\_\_\_  
DRIVER'S LICENSE: \_\_\_\_\_

**\*TENT RESERVATIONS ARE FOR GOVERNMENT AGENCIES, CHURCHES AND COMMUNITY ASSOCIATIONS/ORGANIZATIONS ONLY WITHIN FORT BEND COUNTY.**

DATE RECEIVED REQUEST: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

TENT RETURN DATE: \_\_\_\_\_



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

**TO:** Office of the County Judge  
Fort Bend County, Texas

**FROM:** Gilbert Jalomo  
County Purchasing Agent

**SUBJECT:** Agenda Items – Commissioners Court on January 11, 2005

**Consent Agenda:**

Authorize advertising for proposals for lease of land for hay and grazing.

**Regular Agenda:**

1. Take all appropriate action on the following:
  - a. Bid 05-010 - Dump truck;
  - b. Bid 05-011 - Front end loader;
  - c. Bid 05-013 – Concrete pavement rehabilitation;
  - d. Bid 05-014 – Crawler tractor with dozer blade;
  - e. Bid 05-015 – Motor grader.
2. Take all appropriate action to purchase two (2) shredders pursuant to Bid 05-007.
3. Take all appropriate action on lease agreement with Polly Ryon Hospital Authority for 2,050 square feet of office space to be utilized for the indigent clinic.
4. Take all appropriate action to purchase communication equipment from Information Station Specialists, a State of Texas CISV vendor, in an amount not to exceed \$66,330.00. (Funding: Emergency Management, 046-G05D-1011, UASI part II FY 03 grant)

cc with full package:

Commissioner Stavinoha  
Commissioner Prestage  
Commissioner Meyers  
Commissioner Patterson

~~Dianne Wilson~~  
Ed Sturdivant  
Jim Edwards  
Bud Childers

cc:

Karl Lavine – Indigent  
Jeff Braun – OEM  
Connie Heinecke – MIS  
Carol Holub – MIS

Carol Brown - MIS  
Marc Grant – R & B

Page 2:

5. Take all appropriate action to grant an exemption to the competitive bid process as authorized by Section 262.024(a)(7)(A) Texas Local Government Code for the purchase of an item available from a sole source from American Management Systems for annual maintenance fees. (Funding: MIS 4010)
6. Take all appropriate action to grant an exemption to the competitive bid process as authorized by Section by §262. 024 (a)(4) Texas Local Government Code for the purchase of a professional service from Truesecure, in an amount not to exceed \$78,000.00. (Funding: MIS 4010 and Library 4010)

25A-1

**Tabulation**

**Purchase of New 12-14 Yard Dump Truck**

**Bid 05-010**

| <b>Company</b>                               | <b>Bid Price</b>                                                                                                                                                 |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Houston Freightliner<br>Houston              | \$77,336.00<br>Freightliner M2 112                                                                                                                               |
| Metro Ford Truck Sales, Inc.<br>Dallas       | Disqualified: Did not meet specifications on<br>items 5aa, 7f, 9g and 14v<br>\$75,000.00<br>Sterling                                                             |
| Grande Truck Centers<br>San Antonio          | Disqualified: Did not meet specifications on<br>item 5aa. Altered delivery requirements. Did<br>not complete bid package as required.<br>\$75,403.00<br>Sterling |
| Freightliner of San Antonio, LLC<br>Converse | Disqualified: Did not meet specifications on<br>items 7f, 17i and 17k.<br>\$81,340.00<br>Freightliner                                                            |
| MHC Kenworth<br>Dallas                       | Disqualified: Did not meet specifications on<br>items 5a and 9k.<br>\$85,875.00<br>Kenworth                                                                      |

---

**RECAPITULATION OF BID**

|                                  |                                              |
|----------------------------------|----------------------------------------------|
| Commissioners Court approval:    | November 9 <sup>th</sup>                     |
| Legal notice run in newspaper:   | December 1 <sup>st</sup> and 8 <sup>th</sup> |
| Individual notices mailed:       | 64                                           |
| Bid packets picked up or mailed: | 12                                           |
| Bid open date:                   | December 16 <sup>th</sup>                    |
| Bids received:                   | 5                                            |

**5 each @ \$77,336 = \$386,680.00**

**Recommendation: Houston Freightliner**

**Funding: Road and Bridge 1011**

MEMORANDUM

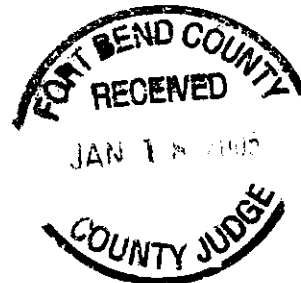
**TO:** Judge Robert Hebert  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign the attached contract approved in Commissioners Court  
on 01/11/05. Thank you.

**DATE:** January 14, 2005

**RETURN TO:** Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg

*Agenda*

# 25 A-1 Bid 05-010  
A-2 Bid 05-011  
A-3 Bid 05-013  
A-4 Bid 05-014  
A-5 Bid 05-015

1-19-05 Original Contracts sent to Cheryl@Purchasing,

**Fort Bend County, Texas  
Invitation for Bid**

77,336.00



***Purchase of New 12-14 Yard Dump Truck  
for Fort Bend County  
BID 05-010***

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, December 16, 2004  
1:30 PM (Central)

**MARK ENVELOPE:**

BID 05-010  
Dump Truck

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME***

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax: 281-341-8645

Vendor Information

HOUSTON FREIGHTLINER INC  
Legal Name of Contracting Company

93-1000928  
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713 672 4115 713 672 9449  
Telephone Number Facsimile Number

9550 NORTH LOOP EAST  
Complete Mailing Address (for Correspondence)

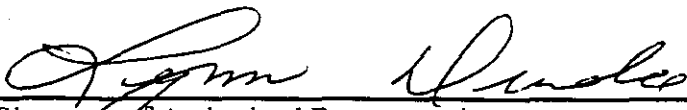
HOUSTON TX 77029  
City, State and Zip Code

\_\_\_\_\_  
Complete Remittance Address (if different from above)

\_\_\_\_\_  
City, State and Zip Code

LYNN DUNDEE ACCOUNT MANAGER  
Authorized Representative and Title (printed)

ldundee@STRHOUSTON.COM  
Authorized Representative's Email Address

  
Signature of Authorized Representative

Initials of Bidder 

CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 11<sup>th</sup> day of Jan, 2005, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and HOUSTON FREIGHT LINER  
(company name)  
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **12-14 yard dump truck** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 11<sup>th</sup> day of January, 2005.

By: Robert Hebert Fort Bend County, Texas  
County Judge

By: Lynn Hunshee  
Signature of Contractor

By: Account MANAGER  
Printed Name and Title



**A. SCOPE:**

It is the intent of Fort Bend County to purchase one (1) or more new 12-14 yard dump truck. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

**B. DELIVERY:**

Delivery of dump truck(s) ordered must be completed within one-hundred twenty (120) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

**C. BID FORM COMPLETION:**

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change.

**D. REQUIRED EQUIPMENT:**

Bidder must state exactly the equipment bid in the space provided. Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.

1. **Make and Model:** Must be new current production model.

FREIGHT LINER M2 110

2. **Wheelbase:** 174" minimum.

AS PER SPEC

3. **Engine:** 12.8L 370 HP at 2000 RPM minimum.

AS PER SPEC

4. **Transmission:** Eaton Fuller RTLO-14913A with aluminum clutch housing.

AS PER SPEC

Initials of Bidder: LMF

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

**5. Axles/Suspension/Driveline:**

- a. Front Axle: 14,700 lb. Meritor MFS-14-143A.

AS PER SPEC

---

- b. Front Suspension: 14,600 lb. capacity, taper-leaf.

AS PER SPEC

---

- c. Front brakes: Meritor CAM 16.5 x 5.

AS PER SPEC

---

- d. Front brake linings: Non-asbestos.

AS PER SPEC

---

- e. Front brake drums: Conmet cast iron.

AS PER SPEC

---

- f. Front oil seals: Chicago Rawhide Scotseal Plus XL.

AS PER SPEC

---

- g. Standard spindle nuts for all axles.

AS PER SPEC

---

- h. Front auto slack adjusters: Haldex.

AS PER SPEC

---

- i. Front shock absorbers.

AS PER SPEC

---

- j. Power steering pump.

AS PER SPEC

---

Initials of Bidder: 

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

- k. Power steering reservoir: 2 quart.

AS PER SPEC

---

- l. Rear Axle: 40,000 lb Meritor RT-40-145 R-SRS tandem with synthetic lube all axles and transmission.

AS PER SPEC

---

- m. Rear Axle Ratio: 4.11.

AS PER SPEC

---

- n. Rear Suspension: 40,000 lb. capacity, Hendrickson RTE-403.

AS PER SPEC

---

- o. Main driveline: 17T Meritor with half round yoke.

AS PER SPEC

---

- p. Interaxle driveline: 17T Meritor with half round yoke.

AS PER SPEC

---

- q. Driver controlled traction differential both tandem rear axles.

AS PER SPEC

---

- r. Rear brakes: Meritor Spider cam 16.5 x 7 with dust shields.

AS PER SPEC

---

- s. Rear brake linings: non-asbestos.

AS PER SPEC

---

- t. Rear brake drums: Conmet cast iron.

AS PER SPEC

---

- u. Parking brake chambers: Haldex longstroke 2-DRV axle spring.

AS PER SPEC

---

Initials of Bidder:



**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

- v. Rear auto slack adjusters: Haldex.

AS PER SPEC

- w. Rear axles spacing: 54".

AS PER SPEC

- x. Frame: 11/32" x 3-1/2" x 10-3/16" steel frame.

AS PER SPEC

- y. Chassis fasteners: Huck-spin round collar.

AS PER SPEC

- z. Front tow hooks: Frame mounted.

AS PER SPEC

- aa. Bumper: Three piece 14" painted steel with collapsible ends.

AS PER SPEC

**6. Brake Equipment:**

- a. Air Brakes.

AS PER SPEC

- b. ABCO 4S/4M ABS without traction control enhancement.

AS PER SPEC

- c. Air dryer: BW AD-IS (DRM) brake line with shield, heater and integral reservoir.

AS PER SPEC

- d. Air brake reservoir: Steel.

AS PER SPEC

Initials of Bidder: LAD

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

- e. Petcock drain valves on all air tanks.

AS PER SPEC

---

- f. Quick disconnect fitting with hose for tire inflation.

AS PER SPEC

---

**7. Tires and wheels:**

- a. Front tires: Michelin XZE, 11R22.5-16 ply.

AS PER SPEC

---

- b. Front wheels: Accuride 28408 22.5x8.25 10 hub disc.

AS PER SPEC

---

- c. Front hubs: Conmet high capacity pre-set bearing aluminum.

AS PER SPEC

---

- d. Rear tires: Michelin XDE M/S 11R22.5-16 ply.

AS PER SPEC

---

- e. Rear wheels: Accuride 28408 22.5x8.25 10 hub disc.

AS PER SPEC

---

- f. Rear hubs: Conmet pre-set bearing aluminum.

AS PER SPEC

---

- g. Spare front tire and wheel.

AS PER SPEC

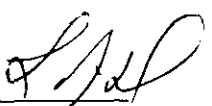
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**8. Exterior cab equipment:**

- a. Cab trim: Exterior, standard, 112" BBC aluminum cab minimum.

AS PER SPEC

---

Initials of Bidder: 

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

- b. Grille: Painted, hood mounted.

AS PER SPEC

---

- c. Bug screen.

AS PER SPEC

---

- d. Air Horn: Dual 26" rectangular polished aluminum.

AS PER SPEC

---

- e. Mirrors: Primary: stainless steel; Auxiliary: LH/RH 8" bright finish convex mirrors; Down view: RH.

AS PER SPEC

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- f. Windshield wipers: Electric.

AS PER SPEC

---

- g. Tinting: Windshield and door windows.

AS PER SPEC

---

- h. Paint: Manufacturer's standard single color selected at time of order.

AS PER SPEC

---

9. **Interior cab equipment:**

- a. Standard interior trim - grey.

AS PER SPEC

---

- b. Steering wheel: 18" diameter.

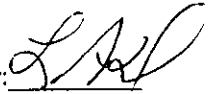
AS PER SPEC

---

- c. Floor mats.

AS PER SPEC

---

Initials of Bidder: 

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

- d. Drive seat: Bostrom Talladega 910 high-back air suspension.

**AS PER SPEC**

---

- e. Passenger seat: High-back non suspension.

**AS PER SPEC**

---

- f. Seat Belts: 3 point driver and passenger.

**AS PER SPEC**

---

- g. Seat trim: Cordura.

**AS PER SPEC**

---

- h. Air conditioning with recirculating switch.

**AS PER SPEC**

---

- i. Heater and defroster.

**AS PER SPEC**

---

- j. Interior lights: dome.

**AS PER SPEC**

---

- k. Manual door locks.

**AS PER SPEC**

---

- l. Aluminum kick plates, door mounted.

**AS PER SPEC**

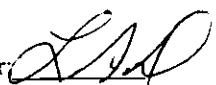
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**10. Instruments/Gauges/Switches:**

- a. Air restriction indicator.

**AS PER SPEC**

---

Initials of Bidder: 

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

- b. Low air pressure warning.

AS PER SPEC

---

- c. Air system pressure gauge: dual, needle primary and secondary.

AS PER SPEC

---

- d. Cruise control switches.

AS PER SPEC

---

- e. Starter control.

AS PER SPEC

---

- f. Odometer, trip, hour, diag, voltage display.

AS PER SPEC

---

- g. Diagnostic interface connector.

AS PER SPEC

---

- h. Fuel level gauge: electric.

AS PER SPEC

---

- i. Coolant temperature gauge: electric.

AS PER SPEC

---

- j. Hour meter.

AS PER SPEC

---

- k. Engine oil pressure gauge.

AS PER SPEC

---

- l. Radio: AM/FM/WB cassette by Delco.

AS PER SPEC

---

Initials of Bidder: 



**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

- m. Electronic speedometer and tachometer.

**AS PER SPEC**

---

- n. Parking brake system: 2 valve system with indicator light.

**AS PER SPEC**

---

- o. Turn signal switch.

**AS PER SPEC**

---

- p. Intermittent wiper control.

**AS PER SPEC**

---

**11. Electrical:**

- a. Head lights: Single round halogen.

**AS PER SPEC**

---

- b. Marker lights: Five (5) small.

**AS PER SPEC**

---

- c. Stop, tail, turn lights with backup lamps at end of frame.

**AS PER SPEC**

---

- d. Turn signal: front lamps.

**AS PER SPEC**

---

- e. Electrical: Automatic self-reset circuit breakers.

**AS PER SPEC**

---

- f. Back-up alarm-Preco 1040 electronic.

**AS PER SPEC**

---

**12. Alternator: 130 amp minimum.**

**AS PER SPEC**

---

Initials of Bidder:



**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

13. **Battery:** Three (3) 12 V, Group 31 with threaded posts.

**AS PER SPEC**

---

14. **Engine Equipment:**

- a. Clutch: Meritor 15-1/2" dampened ceramic (hi-capacity).

**AS PER SPEC**

---

- b. Clutch release bearing: Zerk extension hose.

**AS PER SPEC**

---

- c. Torque limiting clutch brake.

**AS PER SPEC**

---

- d. Air cleaner: Center lower windshield, one-stage.

**AS PER SPEC**

---

- e. Oil check and fill: Engine mounted.

**AS PER SPEC**

---

- f. Compressor: Wabco 15.5 CFM.

**AS PER SPEC**

---

- g. Discharge line: Teflon.

**AS PER SPEC**

---

- h. Engine protection: Electronic engine-integral shutdown protection system.

**AS PER SPEC**

---

- i. Exhaust: Single RH vertical muffler with turn out.

**AS PER SPEC**

---

Initials of Bidder: 

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

j. Exhaust Piping: Stainless steel.

**AS PER SPEC**

---

k. Muffler shield: Stainless steel.

**AS PER SPEC**

---

l. Fan drive: Horton.

**AS PER SPEC**

---

m. Fan control: Automatic.

**AS PER SPEC**

---

n. Fuel filter.

**AS PER SPEC**

---

o. Full flow oil filter.

**AS PER SPEC**

---

p. Coolant filter: Fleetguard.

**AS PER SPEC**

---

q. Radiator: 1200 sq in aluminum.

**AS PER SPEC**

---

r. Heavy duty coolant: Ethylene glycol pre charged SCA to -34F.

**AS PER SPEC**

---

s. Coolant hose: Gates blue stripe hoses.

**AS PER SPEC**

---

t. Constant tension clamps: Constant tension for coolant hoses.

**AS PER SPEC**

---

Initials of Bidder: 

\*Amended 12/06/04

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

u. Flywheel housing: aluminum.

AS PER SPEC

v. Starter: Delco 12V 42 MT/OCP 450 SRS with thermal protection.

AS PER SPEC

15. **Fuel Tank:** Dual RH and LH 60 gallon, aluminum.

AS PER SPEC

16. **Fuel and Water Separator with Primer Pump.**

AS PER SPEC

17. **Dump Body:**

\*a. 12-14 yard.

AS PER SPEC

b. Telescopic hoist with direct pump.

AS PER SPEC

c. Sides 41" high.

AS PER SPEC

d. Front and rear 49" high.

AS PER SPEC

e. 7" long runners, 4" hi tensile cross members.

AS PER SPEC

f. 2" side to floor radius.

AS PER SPEC

Initials of Bidder:



**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

- u. Flywheel housing: aluminum.

AS PER SPEC

- v. Starter: Delco 12V 42 MT/OCP 450 SRS with thermal protection.

AS PER SPEC

15. **Fuel Tank:** Dual RH and LH 60 gallon, aluminum.

AS PER SPEC

16. **Fuel and Water Separator with Primer Pump.**

AS PER SPEC

17. **Dump Body:**

- a. 2-14 yard.

AS PER SPEC

- b. Telescopic hoist with direct pump.

AS PER SPEC

- c. Sides 41" high.

AS PER SPEC

- d. Front and rear 49" high.

AS PER SPEC

- e. 7" long runners, 4" hi tensile cross members.

AS PER SPEC

- f. 2" side to floor radius.

AS PER SPEC

Initials of Bidder:

*LAD*

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

g. 3/16" steel floor 10 gauge sides and front.

AS PER SPEC

h. 9 panel heavy duty air release tailgate.

AS PER SPEC

i. Boxed top rail with 8" standard channel iron for bed rail.

AS PER SPEC

j. Vertical side braces 5 each side.

AS PER SPEC

k. Cab protector 24" x 84" 10 gauge steel.

AS PER SPEC

l. Console control mounted between side in cab.

AS PER SPEC

m. Asphalt lip.

AS PER SPEC

n. All Department of Transportation required light and reflectors.

AS PER SPEC

o. Body to be painted blue regata.

AS PER SPEC

p. Tarp assembly.

AS PER SPEC

q. Hitch to hook to spreader.

AS PER SPEC

**D. REQUIRED TRUCK EQUIPMENT (cont'd):**

18. **Manuals:** Operators, parts, service/technical. One complete set of each.

AS PER SPEC

19. **Warranty:** One (1) year, 100% parts and labor.

AS PER SPEC

**E. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1 - General Requirements.
2. Enclosure #2 - Purchase Order Terms and Conditions.

**F. UNIT BID PRICE:**

Unit bid price, for one (1) new 12-14 yard dump truck, as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 77336.00

Initials of Bidder: SLP

**Fort Bend County  
General Requirements**

**Vendor Instructions:**

**Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.**

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

**GOVERNING LAW**

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**BID FORM COMPLETION**

Fill out, **SIGN**, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder **MUST** sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**BID RETURNS**

Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas **no later than 1:30 P.M.** on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows:

**COUNTY PURCHASING AGENT  
FORT BEND COUNTY  
ROSENBERG ANNEX  
4520 READING ROAD, SUITE A  
ROSENBERG, TEXAS 77471**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

**ADDENDUMS**

When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must **sign and include it in the returned bid package.**

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.



## **BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check are not acceptable.

## **TAXES**

Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

## **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

## **PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

## **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

## **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

## **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County AND using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file, will be cause to reject any bid applying thereto.

## **NAME BRANDS**

Specifications may reference name brands and model numbers. 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 or to meet a pre-established standard due to like existing items. 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.

## **COLOR SELECTION**

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

### **EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

### **INSPECTIONS**

Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

### **TESTING**

Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

### **DISQUALIFICATION OF BIDDER**

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

### **AWARDS**

Fort Bend County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

### **ASSIGNMENT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

### **TERM CONTRACTS**

If the contract is intended to cover a specific time period, said time will be given in the specifications under SCOPE

### **MAINTENANCE**

Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

### **CONTRACT OBLIGATION**

Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are NOT authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

### **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

# **Tabulation**

## **Purchase of New Front End Loader**

**Bid 05-011**

| <b>Company</b>                        | <b>Bid Price</b>                                                                          |
|---------------------------------------|-------------------------------------------------------------------------------------------|
| Hi-Way Equipment<br>Houston           | \$85,922.22<br>Kawasaki 65ZV                                                              |
| Mustang Cat<br>Houston                | \$97,562.00<br>Cat 928GZ                                                                  |
| Carruth Doggett Industries<br>Houston | Disqualified: Did not meet specifications on<br>item #9. Bid price \$95,699.00            |
| Hlavinka Equipment<br>Rosenberg       | Disqualified: Did not meet specifications on<br>items #5 & #7. Bid price \$94,751.00      |
| R B Everett & Company<br>Pasadena     | Disqualified: Did not meet specifications on<br>items #5, #6 & #11. Bid price \$96,880.00 |
| Four Seasons Equipment<br>Houston     | Disqualified: Did not meet specifications on<br>item #6. Bid price \$91,166.32            |

### **RECAPITULATION OF BID**

|                                  |                                              |
|----------------------------------|----------------------------------------------|
| Commissioners Court approval:    | November 9 <sup>th</sup>                     |
| Legal notice run in newspaper:   | December 1 <sup>st</sup> and 8 <sup>th</sup> |
| Individual notices mailed:       | 64                                           |
| Bid packets picked up or mailed: | 16                                           |
| Bid open date:                   | December 16 <sup>th</sup>                    |
| Bids received:                   | 6                                            |

**Recommendation: Hi-Way Equipment**

**1 each @ \$85,922.22**

**Funding: Road and Bridge 1011**

25A-2

**MEMORANDUM**

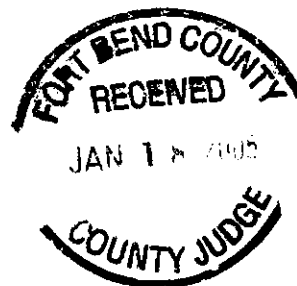
**TO:** Judge Robert Hebert  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign the attached contract approved in Commissioners Court  
on 01/11/05. Thank you.

**DATE:** January 14, 2005

**RETURN TO:** Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg



*Agenda*

# 25 A-1 Bid 05-010  
A-2 Bid 05-011  
A-3 Bid 05-013  
A-4 Bid 05-014  
A-5 Bid 05-015

1-19-05 Original Contracts sent to Cheryl@Purchasing,



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

25A-2  
\$ 89,977.77

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

December 9, 2004

TO: All Prospective Bidders

RE: Addendum No. 1 - Fort Bend County Bid 05-011 - Purchase of front end loader.

Replace page 3 with amended page 3.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Hi-Way Equipment Co., Inc.

Company Name

Leves B. En...  
Signature of person receiving addendum

12-10-04  
Date

If you have any questions please contact this office.

Debbie Kaminski

Debbie Kaminski, CPPB  
Assistant County Purchasing Agent

**Fort Bend County, Texas  
Invitation for Bid**



***Purchase of New Rubber Tired Front End Loader  
for Fort Bend County  
BID 05-011***

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, December 16, 2004  
1:30 PM (Central)

**MARK ENVELOPE:**

BID 05-011  
Front End Loader

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME***

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax: 281-341-8645

Prepared: 11/23/04  
Issued: 12/01/04

**Vendor Information**

**Hi-Way Equipment**

Legal Name of Contracting Company

**74-1736389**

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

**713-649-0940**

Telephone Number

**713-649-5571**

Facsimile Number

**P.O. Box 14174**

Complete Mailing Address (for Correspondence)

**Houston, TX 77221-4174**

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

**Lewis B. Epps                      Sales Representative**

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

**\*Amended 12/9/04**

**A. SCOPE:**

It is the intent of Fort Bend County to purchase one (1) or more new rubber tired front end loader. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

**\*B. DELIVERY:**

Delivery of front end loader(s) ordered must be completed within one hundred and twenty (120) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

**C. BID FORM COMPLETION:**

Fill out, initial each page, **SIGN CONTRACT SHEET**, and return to the Fort Bend County Purchasing Department **ONE (1) complete bid form**. An authorized representative of the bidder **MUST sign the contract sheet**. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**D. REQUIRED EQUIPMENT:**

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

1. **Make and Model:** Must be new current production model.

Kawasaki 652V

2. **Weight:** 25,000 lbs. minimum.

25,470 lbs.

3. **Engine:** Diesel, 122 net horsepower minimum, 359 cubic inch displacement, unit type fuel injectors minimum. 24 volt electric start with minimum 50 amp alternator. Must be Tier II certified. ✓

134 HP Cubic Inch-24 volt, 50 AMP. Tier II Certified

4. **Radiator:** Must have full length access to both sides of radiator.

Yes

Initials of Bidder: ABE



**D. REQUIRED EQUIPMENT (cont'd):**

5. **Transmission:** Electronically controlled 4 speed forward and 4 reverse powershift with full power directional shifts without delay. Clutch diameters a minimum of 160mm.

Yes as required

6. **Brakes:** Inboard mounted oil cooled disc type fully hydraulic actuated. Brakes fully enclosed, two pedals both actuating the brakes and/or neutralizing the transmission. Secondary braking system to have audible alarm and light to warn operator if service brake pressure drops below minimum levels.

Yes as required

7. **Axles:** Front axle fixed, rear axle to oscillate at least 24 degrees with 20.5 tires inboard mounted with planetary gear reduction for each wheel.

Yes

8. **Differentials:** Torque proportioning front and rear.

Yes

9. **Hydraulic System:** Open center, pilot operated hydraulic implement controls implement pump minimum of 40.3 GPM to allow total cycle time of maximum of 10.1 seconds.

43.8 GPM                      9.9 seconds

10. **Steering:** Full hydraulic power steering with separate pump with minimum of 27 GPM to provide steering power at all engine and ground speeds.

27.7 GPM

11. **Cab:** ROPS cab with air conditioning, heater and defroster including rear window defroster, wipers and washers for front and rear windows. Curved glass on cab not permitted. Seat must be cloth covered suspension type with adjustments for height, weight, fore/aft, with adjustable armrest and implement lever console to have adjustable wrist rest. 3" seat belt. Two doors that open 180 degrees and lock in fully opened position with ground level door release. Two inside rearview mirrors.

Yes as required plus filtered & pressurized.

Initials of Bidder: JBE

**D. REQUIRED EQUIPMENT (cont'd):**

12. **Bucket:** 2.9 yard minimum with bolt on cutting edge, bucket width 106" maximum. Breakout force 22,500 lbs. minimum, static tipping load full turn 17,300 lbs minimum, bucket controls single lever joystick with pilot operated hydraulics. Automatic bucket positioner, return to dig, lift kickout.

**Breakout Force 22,530 lbs.**

**~~Yes 3 cubic yd. with bolt on cutting edge, 96.5"~~**

13. **static tipping load-full-17,400 lbs.**  
**Wheel Base:** 9' - 6" minimum with fenders front and rear.

**9' 6 1/4"**

14. **Tires:** 20.5 x 25 12 PR L-3 bias type on 3 piece rims.

**Yes**

15. **Lights:** Halogen flood lights front and rear, directional signals, two 900 CCA maintenance free batteries.

**Yes**

16. **Manuals:** Operators, parts, service/technical. One complete set of each at time of delivery.

**Yes**

17. **Manufacturer's Warranty:** List manufacturer's warranty.

**1 yr. / 1500 hours, parts, labor & travel.**

**E. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1 - General Requirements.
2. Enclosure #2 - Purchase Order Terms and Conditions.

**F. UNIT BID PRICE:**

Unit bid price, for one (1) new rubber tired front end loader, as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

**\$ 85,922.22**

Initials of Bidder: ABE

CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 11<sup>th</sup> day of January 2005, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Hi-Way Equipment (company name) (hereinafter designated Contractor).

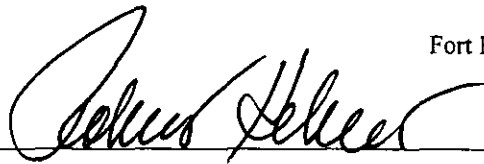
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Rubber tired front end loader** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 11<sup>th</sup> day of January 2005.

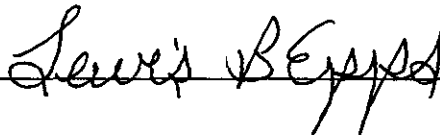
By: \_\_\_\_\_



Fort Bend County, Texas

County Judge

By: \_\_\_\_\_



Signature of Contractor

By: Lewis B. Epps/ Sales Representative

Printed Name and Title

**Fort Bend County  
General Requirements**

**Vendor Instructions:**

Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

**GOVERNING LAW**

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**BID FORM COMPLETION**

Fill out, **SIGN**, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder **MUST** sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**BID RETURNS**

Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than **1:30 P.M.** on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows:

**COUNTY PURCHASING AGENT  
FORT BEND COUNTY  
ROSENBERG ANNEX  
4520 READING ROAD, SUITE A  
ROSENBERG, TEXAS 77471**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

**ADDENDUMS**

When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must **sign and include it in the returned bid package.**

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

## **BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check are not acceptable.

## **TAXES**

Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

## **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

## **PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

## **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

## **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

## **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County AND using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file, will be cause to reject any bid applying thereto.

## **NAME BRANDS**

Specifications may reference name brands and model numbers. 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 or to meet a pre-established standard due to like existing items. 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.

## **COLOR SELECTION**

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

### **EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

### **INSPECTIONS**

Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

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### **PURCHASE ORDER AND DELIVERY**

The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. **Where delivery times are critical, Fort Bend County reserves the right to award accordingly.**

### **CONTRACT EXTENSIONS**

Extensions may be made **ONLY** by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

### **TERMINATION**

Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

### **RECYCLED MATERIALS**

Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

### **INTERLOCAL PARTICIPATION**

Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

### **ESCALATION CLAUSE:**

Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

**FORT BEND COUNTY  
PURCHASE ORDER  
TERMS AND CONDITIONS**

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers(e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE & RISK OF LOSS:** The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

4. **DELIVERY TERMS:** F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

**7. INVOICES AND PAYMENTS:**

- a. Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- b. Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- c. Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax exempt governmental entity.

8. **GRATUITIES:** Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.



#### 10. WARRANTY/PRICE:

- a. The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

11. WARRANTY PRODUCT: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

13. NO WARRANTY BY FORT BEND COUNTY AGAINST INFRINGEMENTS: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: The County shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation is in addition to and not in lieu of any other remedies which Fort Bend County may have in law or equity.

16. TERMINATION: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work thereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

17. FORCE MAJEURE: "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

18. ASSIGNMENT-DELEGATION: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. MODIFICATION: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

21. PAROL EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.

23. ADVERTISING: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

24. RIGHT TO ASSURANCE: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

26. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

2140 Barrett Pkwy., Ste 101  
Kennesaw, GA 30144  
Phone: (770) 499-6077  
Fax: (770) 499-6067



**KAWASAKI  
CONSTRUCTION  
MACHINERY**

# Fax

|               |                          |               |                   |
|---------------|--------------------------|---------------|-------------------|
| <b>To:</b>    | Lou Epps - Hi-Way Equip. | <b>From:</b>  | Tom Williams      |
| <b>Fax:</b>   | (713) 649-5571           | <b>Pages:</b> | 1                 |
| <b>Phone:</b> | (713) 649-0940           | <b>Date:</b>  | December 29, 2004 |
| <b>Re:</b>    | Fort Bend County Specs   | <b>CC:</b>    |                   |

☐ Urgent   ☐ For Review   ☐ Please Comment   ☐ Please Reply   ☐ Please Recycle

Dear Lou:

In reference to Fort Bend County specs, the Kawasaki 65ZV meets the following specifications:

*Under D. Required Equipment:*

- 1) Item D2 - Weight - 25,470 lbs. - meets requirements with 20.5-25-12PR tires and optional counterweight
- 2) Item D9 - Hydraulic System - meets spec requirement at 43.8 G.P.M.
- 3) Item D10 - Steering - meets spec requirement of 27.7 G.P.M.
- 4) Item D12 - Bucket - meets spec requirement of 3 cu. yd. capacity with bolt on cutting edge of 96", 22,530 lbs. break out force and 17,400 lbs. static tipping load full turn; exceeds with optional counterweight as specified in bid

The above specs are not in the regular brochure but reflect the addition of optional equipment. Any questions, give me a call.

# HI-WAY EQUIPMENT COMPANY

**LEWIS B. "LOU" EPPS**  
**SALES REPRESENTATIVE**

6203 LONG DRIVE  
P O BOX 14174  
HOUSTON, TEXAS 77221

**Houston- Main Office**

(713)649-0940

**Toll Free**

(800)364-4929

**Fax**

(713)64-5571

**Mobile Numbers**

(979) 733-4224

**Eagle Lake-Sales Office**

(979) 234-5473

**Home Phone**

(979) 234-2953

To: FT Bend @ Purchasing From: Lewis B "Lou" Epps  
Attn: Debbie Sales Representative  
Fax #: 281-341-8645 Page(s): 1 Including Cover  
Phone #: 281-341-8643 Date: 12-21-04  
Re: Nauradli 65 ZV CC:

\*\*\*\*\*

1. End # 05-011

D. Requested Equipment-

2. Weight. From Invoice- 23,610.-

Add 70.5 X 25 L3 Tires 3 piece Rim 1,060

Optional Additional Counterweight- 800

25,400 lbs

3. Tier II Fax sent to you  
From Hiram

12. Static Tipping head- Full Turn 16,470

Add For 70.5 X 25 L3 Tires 670

Add for Optional Additional

Counterweight 360 +

17,400 lbs

Please let me know  
if I may be of help.

*[Signature]*

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

**Tabulation**

25 A-3

**Term Contract for Concrete Pavement Rehabilitation**

**Bid 05-013**

| <b>Company</b>               | <b>Removal &amp; Replacement<br/>Priority Items<br/>Per Yard</b> | <b>Removal &amp; Replacement<br/>6" thickness<br/>Per Yard</b> | <b>Removal &amp; Replacement<br/>7" thickness<br/>Per Yard</b> |
|------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|
| S & C Construction<br>Spring | \$60.00                                                          | \$54.00                                                        | \$56.00                                                        |
| DCE Construction<br>Houston  | \$150.00                                                         | \$89.00                                                        | \$90.00                                                        |

---

**RECAPITULATION OF BID**

|                                  |                                                |
|----------------------------------|------------------------------------------------|
| Commissioners Court approval:    | February 10 <sup>th</sup>                      |
| Legal notice run in newspaper:   | December 22 <sup>nd</sup> and 29 <sup>th</sup> |
| Pre-bid conference:              | December 30 <sup>th</sup>                      |
| Attended pre-bid conference:     | 4                                              |
| Individual notices mailed:       | 27                                             |
| Bid packets picked up or mailed: | 9                                              |
| Bid open date:                   | January 6 <sup>th</sup>                        |
| Bids received:                   | 2                                              |

**Recommendation: S & C Construction**

MEMORANDUM

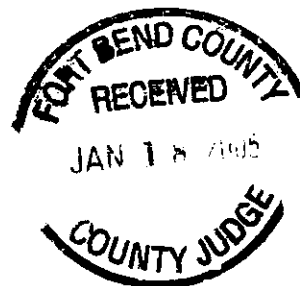
**TO:** Judge Robert Hebert  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign the attached contract approved in Commissioners Court  
on 01/11/05. Thank you.

**DATE:** January 14, 2005

**RETURN TO:** Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg

*Agenda*

# 25 A-1 Bid 05-010  
A-2 Bid 05-011  
A-3 Bid 05-013  
A-4 Bid 05-014  
A-5 Bid 05-015

1-19-05 Original Contracts sent to Cheryl@Purchasing,

**Fort Bend County, Texas  
Invitation for Bid**



**Term Contract for Concrete Pavement Rehabilitation  
for Fort Bend County  
BID 05-013**

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, January 6, 2005  
1:30 PM (Central)

**MARK ENVELOPE:**

BID 05-013  
Concrete Pavement Rehabilitation

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME**

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminskda@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax: 281-341-8645

Vendor Information

S<sup>1</sup>EC CONSTRUCTION CO., INC.  
Legal Name of Contracting Company

74-1599979  
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-802-7257 281-379-2093  
Telephone Number Facsimile Number

P.O. Box 3006  
Complete Mailing Address (for Correspondence)

SPRING, TEXAS 77383  
City, State and Zip Code

\_\_\_\_\_  
Complete Remittance Address (if different from above)

\_\_\_\_\_  
City, State and Zip Code

ROGER DOUGLAS - PRESIDENT  
Authorized Representative and Title (printed)

\_\_\_\_\_  
Authorized Representative's Email Address

Roger L. Douglas  
Signature of Authorized Representative

Initials of Bidder: RLD



**A. SCOPE:**

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete concrete pavement rehabilitation, as specified herein.

**B. PRE-BID CONFERENCE:**

A pre-bid conference will be conducted on **THURSDAY, DECEMBER 30, 2004 at 9:00 AM**. The pre-bid conference will be held at the Fort Bend County Purchasing Department, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas. All bidders are encouraged to attend.

**C. PERIOD OF CONTRACT:**

This contract is for the period ending **30 September 2005**, renewable annually for two (2) years (through 30 September 2007) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

**D. BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet.** The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**E. COMPLETION TIME AND PAYMENT:**

1. The County shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
2. Based upon Applications for Payment submitted to the County Engineer, the County shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
  - a. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Initials of Bidder:

RLD

**E. COMPLETION TIME AND PAYMENT cont'd:**

- b. Provided an Application for Payment is received by the County Engineer not later than the 15th day of a month, the County shall make payment to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the County Engineer after the application deadline fixed above, payment shall be made by the County not later than 30 days after the County Engineer receives the Application for Payment.
- c. Application for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- d. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - 1. Take that portion of the Contract Sum properly allocable to completed Work less retainage of ten percent (10%).
  - 2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by the County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
  - 3. Subtract the aggregate of previous payments made by the County.
  - 4. The progress payment amount determined in accordance with Paragraph 2d. above shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the County's Representative shall determine for incomplete Work and unsettled claims.
  - 5. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the County to the Contractor when the Contract has been fully performed by the Contractor.

Initials of Bidder: RLD

**E. COMPLETION TIME AND PAYMENT cont'd:**

- e. Before the first application for payment, the Contractor shall submit to the County Engineer a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the County Engineer may require. This schedule, unless objected to by the County Engineer shall be used as a basis for reviewing the Contractor's application for payment.
- f. Contractor must provide with each Application for Payment a Contractor's Affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from the County.

**F. REFERENCES:**

All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

**G. ADDENDA:**

No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms Debbie Kaminski, County Assistant Purchasing Agent, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, phone number (281) 341-8643, fax number (281) 341-8645, e-mail: kaminskid@co.fort-bend.tx.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents.

**H. BID BOND:**

All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.

Initials of Bidder: RLD

**I. PERFORMANCE AND PAYMENT BONDS:**

In the event the total accepted bid price exceeds \$25,000 the successful bidder must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the bidder. In the event Fort Bend County rejects the proposed surety company, the bidder will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

**J. POWER OF ATTORNEY:**

An Attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

**K. INSURANCE:**

1. All bidders must submit, **WITH BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, **WITH BID**, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this contract. Failure to provide required insurance certificate or notarized statement may result in disqualification.
2. The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to the County, naming the County, the contractor and its employees as insured
  - a. Workers Compensation: See Worker's Compensation Insurance Coverage Statement at Enclosure #4.
  - b. Employer's Liability: \$500,000
  - c. General liability including:
    - (1). Premises/Operations
    - (2). Products/Completed Operation
    - (3). Contractual
    - (4). Owner's Protective
    - (5). Personal Injury/Advertising Liability
    - (6). Mobile Equipment

Initials of Bidder: RLD

**K. INSURANCE (cont'd):**

General liability limits shall be equal to or greater than:

- (1). \$100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,
- (2). \$500,000 Bodily Injury and Property Damage combined, single limit.

Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be \$1,000,000. Claims - made policies shall not be acceptable. All policies shall be occurrence basis.

d. Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

- (1). \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,
- (2). \$500,000 Bodily Injury and Property Damage combined, single limit.

e. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, single limit. Specify aggregate, if any.

3. Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.
4. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.
5. Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

Initials of Bidder:

RLO

**L. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

1. Contractor shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide the County with a written report on each such matter covered by this paragraph and by paragraph b. below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.
2. The County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.
3. Contractor's duty to defend indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
4. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.
5. In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.
6. Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.
7. In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.

Initials of Bidder:

RLD

**L. INDEMNIFICATION (cont'd):**

8. Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extent described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
9. The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
10. Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.
11. Loss Deduction Clause - The County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

**M. PREVAILING WAGES:**

Prevailing wage requirements of Art. 5159a Vernon's Texas Civil Statutes apply (See Enclosure 3).

**N. PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits.

**O. CONTRACTOR'S RESPONSIBILITY FOR WORK:**

1. The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures and coordinating of the Work under this contract.
2. The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the Work. The Superintendent shall be satisfactory to the County and shall not be changed except with the approval of the County.
3. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions in connection with the Work. He shall obtain approval for the location of the equipment, supplies and construction access during the Work.

Initials of Bidder: RLD

**O. CONTRACTOR'S RESPONSIBILITY FOR WORK (cont'd):**

4. The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:
  - a. All employees of the Work and all other persons who may be affected thereby.
  - b. All the Work and all materials to be incorporated therein, whether all storage on or off the site.
  - c. All property at the sites and adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structured and utilities not designated for removal, relocation or replacement in the course of construction.
5. Materials and Workmanship: All Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.
6. Test specimens of the various materials may be requested by the County at any time. The test specimens shall be furnished by the Contractor and test will be made by the County at the expense of the County.
7. All Manufacturer's product certifications required by the specifications shall be numbered consecutively, dated and submitted to the County as required.
8. Removal of Defective Work: If any materials provided under this Contract are condemned as not conforming with the requirements of the Contract Documents by the County Engineer, the Contractor shall, within a reasonable time after having received notice from the County Engineer to that effect, proceed to remove from the Project Site all condemned materials, whether worked or unworked and to take down all portions of the Work which have been condemned as unsound or improper or is in any way failing to conform to the Specifications and Contractor shall make good all Work damaged or destroyed thereby, including all adjacent Work damaged thereby.
9. Cleaning: As directed by the County, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the Work of the Contractor shall have the premises in a neat and clean conditions.
10. The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.

Initials of Bidder:

RLD



**O. CONTRACTOR'S RESPONSIBILITY FOR WORK (cont'd):**

11. The County expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees and guests.

**P. TERMINATION:**

1. The County may terminate the Contract if the Contractor:
  - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  - b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
  - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
  - d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exists, the County may, without prejudice to any other rights or remedies of the County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - a. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
  - b. Finish the Work by whatever reasonable method the County may deem expedient.
3. When the County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Work is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**Q. SUSPENSION BY THE OWNER FOR CONVENIENCE:**

1. The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.
2. An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent.

Initials of Bidder: RLD

**Q. SUSPENSION BY THE OWNER FOR CONVENIENCE (cont'd):**

- a. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- b. That an equitable adjustment is made or denied under another provision of this Contract.
3. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**R. TAX EXEMPT:**

Texas Sales and Use Taxes: Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**S. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1 - General Requirements.
2. Enclosure #2 - Purchase Order Terms and conditions.
3. Enclosure #3 - Prevailing Wages.
4. Enclosure #4 - Worker's Compensation Insurance Coverage.
5. Enclosure #5 - Pricing Sheets.
6. Enclosure #6 - Specifications.

Initials of Bidder: RLD

CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF FORT BEND

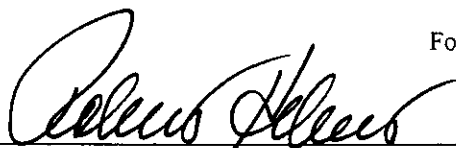
This memorandum of agreement made and entered into on the 11<sup>th</sup> day of Jan, 2005, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and S & C Construction  
(company name)  
(hereinafter designated Contractor).

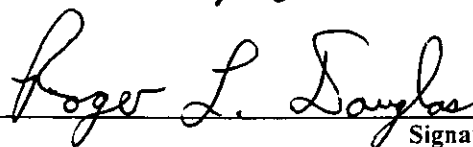
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Concrete Pavement Rehabilitation** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 11<sup>th</sup> day of January, 2005.

By:  Fort Bend County, Texas  
County Judge

By:   
Signature of Contractor

By: ROGER L. DOUGLAS PRESIDENT  
Printed Name and Title

**Fort Bend County  
General Requirements**

**Vendor Instructions:**

**Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.**

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

**GOVERNING LAW**

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**BID FORM COMPLETION**

Fill out, **SIGN**, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder **MUST** sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**BID RETURNS**

Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas **no later than 1:30 P.M.** on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows:

**COUNTY PURCHASING AGENT  
FORT BEND COUNTY  
ROSENBERG ANNEX  
4520 READING ROAD, SUITE A  
ROSENBERG, TEXAS 77471**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

**ADDENDUMS**

When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must **sign and include it in the returned bid package.**

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

### **BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check are not acceptable.

### **TAXES**

Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

### **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

### **PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

### **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

### **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

### **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County AND using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file, will be cause to reject any bid applying thereto.

### **NAME BRANDS**

Specifications may reference name brands and model numbers. 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 or to meet a pre-established standard due to like existing items. 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.

### **COLOR SELECTION**

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

### **EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

### **INSPECTIONS**

Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

### **TESTING**

Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

### **DISQUALIFICATION OF BIDDER**

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

### **AWARDS**

Fort Bend County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

### **ASSIGNMENT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

### **TERM CONTRACTS**

If the contract is intended to cover a specific time period, said time will be given in the specifications under SCOPE

### **MAINTENANCE**

Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

### **CONTRACT OBLIGATION**

Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are NOT authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

### **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

### **PURCHASE ORDER AND DELIVERY**

The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. **Where delivery times are critical, Fort Bend County reserves the right to award accordingly.**

### **CONTRACT EXTENSIONS**

Extensions may be made **ONLY** by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

### **TERMINATION**

Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

### **RECYCLED MATERIALS**

Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

### **INTERLOCAL PARTICIPATION**

Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

### **ESCALATION CLAUSE:**

Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first twelve (12) months of this contract. Increases of more than 25% of the original bid price will not be considered.

**FORT BEND COUNTY  
PURCHASE ORDER  
TERMS AND CONDITIONS**

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers(e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE & RISK OF LOSS: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

5. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

7. INVOICES AND PAYMENTS:

- a. Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- b. Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- c. Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax exempt governmental entity.

8. GRATUITIES: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.



10. WARRANTY/PRICE:

- a. The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

11. WARRANTY PRODUCT: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

13. NO WARRANTY BY FORT BEND COUNTY AGAINST INFRINGEMENTS: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: The County shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation is in addition to and not in lieu of any other remedies which Fort Bend County may have in law or equity.

16. TERMINATION: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work thereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

17. FORCE MAJEURE: "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

18. ASSIGNMENT-DELEGATION: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. MODIFICATION: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

21. PAROL EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.

23. ADVERTISING: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

24. RIGHT TO ASSURANCE: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

26. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

**FORT BEND COUNTY  
PREVAILING WAGES**

**Art. 5159a.**

Construction of public works in State and municipal or political subdivisions; prevailing wage rate to be maintained.

Sec. 1. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of the State of Texas, or by or on behalf of any county, city and county, city, town, district or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen, and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any officer or public body thereof, or in the execution of any contract or contracts for public works, with any county, city and county, city, town, district or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public works.

Sec. 2. The public body awarding any contract for public work on behalf of the State, or on behalf of any county, city and county, city, town, district or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workman needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract. The contractor shall forfeit as a penalty to the State, county, city and county, city, town, district or other political subdivision on whose behalf the contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by him, or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and, when making payments to the contractor of monies becoming due under said contract, to withhold and retain therefrom all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be so withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

Sec. 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him, in connection with the said public work, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the public body awarding the contract, its officers and agents.

Sec. 4. Any construction or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds, shall be held to be "public works" within the meaning of this Act. The term "locality in which the work is performed" shall be held to mean the county, city and county, city, town, district or other political subdivision of this state in which the building, highway, road, excavation, or other structure, project development or improvement is situated in all cases in which the contract is awarded by the state, or any public body thereof, and shall be held to mean the limits of the county, city and county, city, town, district or other political subdivisions on whose behalf the contract is awarded in all other cases. The term "general prevailing rate of per diem wages" shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. It is mandatory that the public body state such prevailing wage as a sum certain, in dollars and cents. Nothing in this Act, however, shall be construed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

Sec. 5. Any officer, agent or representative of the State, or any political subdivision, district or municipality thereof, who wilfully shall violate, or omit to comply with, any of the provisions of this Act, and any contractor or subcontractor, or agent or representative thereof, doing public work as aforesaid, who shall neglect to keep, or cause to be kept, an accurate record of the names, occupation and actual wages paid to each laborer, workman and mechanic employed by him in connection with the said public work, or who shall refuse to allow access to same at any reasonable hour to any person authorized to inspect same under this Act, shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine of not exceeding Five Hundred Dollars (\$500.00), or by imprisonment for not exceeding six (6) months, or by both such fine and imprisonment, in the discretion of the Court.

Sec. 6. If any section, sentence, clause or part of this Act is for any reason held to be unconstitutional such decision shall not affect the remaining portions of this Act. The Legislature hereby declares that it would have passed this Act, and each section, sentence, clause or part thereof, irrespective of the fact that one or more sections, sentences, clauses or parts thereof be declared unconstitutional.

**FORT BEND COUNTY  
PREVAILING WAGE SCALE**

(Effective 1997)

| <b>JOB TITLE</b>                                       | <b>PREVAILING WAGE</b> |
|--------------------------------------------------------|------------------------|
| Acoustical Carpenter                                   | \$8.29 Hr              |
| Asphalt Paving Machine Operator                        | \$9.52 Hr              |
| Assembler, Metal Building                              | \$9.34 Hr              |
| Brick Mason                                            | \$7.78 Hr              |
| Cabinet Maker                                          | \$7.99 Hr              |
| Carpenter, Finish                                      | \$8.11 Hr              |
| Carpenter, Rough (Bracer)                              | \$9.66 Hr              |
| Carpet Layer                                           | \$5.95 Hr              |
| Cement Mason (finisher, paver, floater)                | \$9.47 Hr              |
| Concrete Building Assembler                            | \$5.15 Hr              |
| Concrete Rubber                                        | \$8.86 Hr              |
| Ditching Machine Operator (Light Equipment Operator I) | \$8.31 Hr              |
| Electrician, Journeyman                                | \$10.47 Hr             |
| Fire Suppression System Installer                      | \$8.55 Hr              |
| Glazier                                                | \$6.55 Hr              |
| Grade Checker (Construction Surveyor)                  | \$8.73 Hr              |
| Helpers (depending on trade represented)               | \$5.15-\$6.50Hr.       |
| Installer, Ceiling Tile                                | \$7.90 Hr.             |
| Installer, Drywall                                     | \$7.94 Hr.             |
| Installer, Grid, Ceiling Tile                          | \$7.90 Hr.             |
| Mechanic, Commercial HVAC Installer                    | \$8.48 Hr.             |
| Mechanic Sheetrock                                     | \$7.94 Hr.             |
| Motor Grader Operator (Heavy Equipment Operator II)    | \$11.81 Hr.            |
| Painter                                                | \$7.00 Hr.             |
| Plumber                                                | \$9.38 Hr.             |
| Road Roller Operator (Heavy Equipment Operator)        | \$8.58 Hr.             |
| Roofer (Construction)                                  | \$6.30 Hr.             |
| Scraper Operator (Heavy Equipment Operator II)         | \$11.81 Hr.            |
| Scraper Operator I                                     | \$8.91 Hr.             |
| Timekeeper                                             | \$7.00 Hr.             |
| Utility Tractor Operator (Heavy Equipment Operator II) | \$8.58 Hr.             |
| Vinyl Tile Floor Installer                             | \$5.56 Hr.             |
| Wallpaper Installer                                    | \$6.41 Hr.             |
| Wallpaper Installer Helper                             | \$5.15 Hr.             |
| Welding, Machine Operator (Arc)                        | \$9.37 Hr.             |

## **NOTICE TO ALL BIDDERS**

The Texas Workers Compensation Commissioner has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements for worker's compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law.

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

|                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Additional questions may be addressed to the Texas Worker's Compensation Commission, Southfield Building, 4000 S IH-35, Austin, Texas 78704 (512)440-3618. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Workers' Compensation Insurance Coverage

### A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
  - (a) a certificate of coverage, prior to the other person beginning work on the project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.



# **FORT BEND COUNTY CONCRETE PAVEMENT REHABILITATION PROJECT**

## **BID FORM**

| ITEM | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | QTY   | UNIT         | UNIT PRICE             | TOTAL                       |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|------------------------|-----------------------------|
| 1    | <b>Concrete Pavement Removal and Replacement</b><br>Provide for complete concrete pavement and replacement at such site as determined by Fort Bend County Road & Bridge. Unit price shall include all labor, equipment and material to completely restore the designated roadway section. This item will be used for areas that may not be shown on the attached list. The work will be considered a priority item and must be expedited. Work must be completed within the time frame given in the work order.<br>(12 sq. yd./site minimum, 5 sites)                                                                                                                                            | 60    | Square Yards | <u>60<sup>00</sup></u> | <u>3,600<sup>00</sup></u>   |
| 2    | <b>Concrete pavement removal, disposal and replacement (6 - inch thickness)</b><br>Remove and dispose of existing 6 - inch concrete paving and 8 - inch thickness subgrade material. Install 8 - inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 6-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Including removal and disposal of existing pavement material, removal and replacement of curbs, driveways paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place: | 1,100 | Square Yards | <u>54<sup>00</sup></u> | <u>59,400<sup>00</sup></u>  |
| 3    | <b>Concrete pavement removal, disposal and replacement (7 - inch thickness)</b><br>Remove and dispose of existing 7 - inch concrete paving and 8 - inch thickness subgrade material. Install 8 - inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 7-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Including removal and disposal of existing pavement material, removal and replacement of curbs, driveways paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place: | 3,800 | Square Yards | <u>56<sup>00</sup></u> | <u>212,800<sup>00</sup></u> |

**TOTAL FOR ITEMS 1 - 3**

**\$ 275,800<sup>00</sup>**

| ITEM | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | QTY   | UNIT         | UNIT PRICE              | TOTAL                      |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|-------------------------|----------------------------|
| 4    | <b>Inlet apron repair</b><br>Remove and replace storm drain inlet aprons.<br>Remove and dispose of existing concrete aprons.<br>Install 6" cement stabilized sand, compacted.<br>Provide reinforcing steel to match existing.<br>Provide 3/4" expansion board at pavement interface.<br>Furnish and install caulk sealant at joints.<br>(Location: In vicinity of pavement repair).                                                                                                                                                                                                                                                                                                                                                                                                   | 10    | each         | <u>450<sup>00</sup></u> | <u>4,500<sup>00</sup></u>  |
| 5    | <b>Curb repair</b><br>Remove and replace broken curb sections.<br>Neat saw cut each end of curb section.<br>Replace any dowel broken or damage.<br>(Location: In vicinity of pavement repair).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 500   | linear feet  | <u>10<sup>00</sup></u>  | <u>5,000<sup>00</sup></u>  |
| 6    | <b>Excessive Excavation</b><br>Remove all unsuitable material below the required 8" cement stabilized sand and replace for select fill, composted as specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 100   | cubic yards  | <u>20<sup>00</sup></u>  | <u>2,000<sup>00</sup></u>  |
| 7    | <b>Crushed Concrete Base Course</b><br>Provide crushed concrete base course complete in place. Refer to Specification Section 02233.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 100   | cubic yards  | <u>25<sup>00</sup></u>  | <u>2,500<sup>00</sup></u>  |
| 8    | <b>Flexible Base Crushed Stone</b><br>Provide flexible base crushed stone complete in place. Refer to Specification Section 02239.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 100   | cubic yards  | <u>30<sup>00</sup></u>  | <u>3,000<sup>00</sup></u>  |
| 9    | <b>Cement Stabilized Sand</b><br>Provide cement stabilized sand complete in place<br>Refer to Specification Section 02224.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 100   | cubic yards  | <u>30<sup>00</sup></u>  | <u>3,000<sup>00</sup></u>  |
| 10   | <b>Structural Fill</b><br>Provide structural fill complete in place. Refer to Specification Section 02219.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 100   | cubic yards  | <u>20<sup>00</sup></u>  | <u>2,000<sup>00</sup></u>  |
| 11   | <b>Concrete pavement removal, disposal and replacement (6 - inch thickness)</b><br>Use Type III cement in lieu of Type I.<br>Class K modified mix approved by TxDot.<br>Remove and dispose of existing 6 - inch concrete paving and 8 - inch thickness subgrade material. Install 8 - inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 6-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Including removal and disposal of existing pavement material, removal and replacement of curbs, driveways paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place: | 1,100 | Square Yards | <u>64<sup>00</sup></u>  | <u>70,400<sup>00</sup></u> |

| ITEM | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | QTY   | UNIT         | UNIT PRICE             | TOTAL                       |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|------------------------|-----------------------------|
| 12   | <b>Concrete pavement removal, disposal and replacement (7 - inch thickness)</b><br>Use Type III cement in lieu of Type I.<br>Class K modified mix approved by TxDot.<br>Remove and dispose of existing 7 - inch concrete paving and 8 - inch thickness subgrade material. Install 8 - inch cement stabilized sand, compacted. Replace reinforced concrete with new paving of minimum 7-inch thickness and #4 reinforcing steel at 18 inch centers, or match existing reinforcement steel. Including removal and disposal of existing pavement material, removal and replacement of curbs, driveways paving joints, and dowels to existing paving, finish grading, restoration of disturbed areas, striping, traffic buttons, traffic control and final cleanup complete and in place:<br>finish grading, restoration of disturbed areas, and final cleanup complete and in place: | 3,800 | Square Yards | <u>66<sup>00</sup></u> | <u>250,800<sup>00</sup></u> |

**NOTE:** Total amounts bid for total base bid shall include items 1,2 and 3 only. Unit prices for items 4 thru 10 shall be used where directed by the Engineer. All unit prices shall include all cost, commissions, overhead, permits, and payment required and necessary for the complete work as specified.

Total Bid \$ 275,800<sup>00</sup>

TWO HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED Dollars  
NO Cents (Written)

I/We acknowledge receipt of the addenda listed below and the total bid price has been adjusted accordingly.

1. \_\_\_\_\_
2. \_\_\_\_\_

In submitting the Bid, I/We, do so with the understanding that all Contract Documents, Drawings, Specifications and Addenda are completely understood and that there is no doubt as to the intent and scope of the work to be accomplished.

If I/We are notified of the acceptance of this BID, I/We will:

- (a) Furnish Payment and Performance Bonds in accordance with approved forms, to be paid by me/us for the proper completion of the work as specified and in the time allotted, the said bonds to be issued for one hundred percent (100%) of the amount of the total contract sums. Said Bonds shall conform to the laws of Texas.
- (b) Furnish a contractual schedule satisfactory to owner immediately after written notice to proceed.

Bid 05-013

The undersigned acknowledges that the Contract entered into by and between the County and the Bidder will be a "separated contract" under Sections 151.056(b) and 151.011(a) of the Texas Tax Code and Comptroller's Rule 3 TAC, Section 291, and the undersigned submits the following amounts for use as the separated contract amounts for use in the Contract if the undersigned is the successful Bidder:

It is agreed that, in the event the undersigned fails to enter into such contract and furnish such bonds within the time and in the manner required, the bidder will forfeit to owner, as liquidated damages, the bidder's bond, as provided in the specifications.

I/We agree and understand that Owner reserves the right to accept or reject any or all bids.

Company Name:

S&C CONSTRUCTION

By:

ROGER L. DOUGLAS

Title:

PRESIDENT

Address:

P.O. Box 3006  
SPRING, TEXAS 77383

Phone:

281-802-7257

Date: 1/6/05

Attest and Seal:  
(if corporation)

Havi Douglas



CONCRETE PAVING AND REPAIRS

POST OFFICE BOX 3006 • SPRING, TEXAS 77383

## REFERENCES:

1. CITY OF SUGAR LAND  
MIKE WILKINSON - 281-275-2466
2. TRENDMAKER HOMES  
ROB BAMFORD - 281-675-3207
3. FORT BEND ISD -  
EROL KRAMER - 281-634-1803

# DEVELOPERS SURETY AND INDEMNITY COMPANY

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we **S & C CONSTRUCTION CO., INC.** as principal, hereinafter called the Principal, and **Developers Surety and Indemnity Company** a Corporation duly organized under the laws of the State of California as Surety, hereinafter called the Surety, are held and firmly bound unto **FORT BEND COUNTY** as Obligee, hereinafter called the Obligee, in the sum ( **5%** ) of the Bid Amount not to Exceed **5% Greatest Amount Bid (\$ 5% G.A.B.)** Dollars for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents;

WHEREAS, the Principal has submitted a bid for

**TERM CONTRACT FOR CONCRETE PAVEMENT REHABILITATION.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of January, 2005.

**S & C CONSTRUCTION CO., INC.**

Principal

*Roger L. Douglas*

Title

**PRESIDENT**

**Developers Surety and Indemnity Company**

Surety

*Justin McQuain*

**Justin McQuain ,**

**Attorney in Fact**

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300  
www.InscoDico.com

\*\*\*Kevin McQuain, Debra McQuain, Justin McQuain, jointly or severally\*\*\*

1D-1438 (DSI) (Rev. 10/03)

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/5/2005

**PRODUCER**

Martin Insurance Agency  
PO Box 817  
Tomball, TX 77377  
281-351-6944

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.

**INSURED** S&C Construction, Inc.

P.O. Box 3006  
Spring, TX 77383

**INSURERS AFFORDING COVERAGE**

NAIC#

INS. REP. A DALLAS FIRE INSURANCE CO.

INS. REP. B PROGRESSIVE INSURANCE GROUP

INS. REP. C

INS. REP. D TRUCK INSURANCE EXCHANGE

INS. REP. E

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR. ADD'L LTR. INSUR. | TYPE OF INSURANCE                                                                                                                | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------|-------------------------------------|-----------------------------------------------------------------------|
| A                       | GENERAL LIABILITY                                                                                                                |               |                                    |                                     | EACH OCCURRENCE \$ 1,000,000                                          |
|                         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                 |               |                                    |                                     | DAMAGE TO RENTED PREMISES (Each occurrence) \$                        |
|                         | <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR                                                              |               |                                    |                                     | MED. EXP. (Any one person) \$ 5,000                                   |
|                         |                                                                                                                                  | DG3046250     | 04-10-04                           | 04-10-05                            | PERSONAL & ADV. INJURY \$ 1,000,000                                   |
|                         | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> |               |                                    |                                     | GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|                         | AUTOMOBILE LIABILITY                                                                                                             |               |                                    |                                     | COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000                    |
|                         | <input type="checkbox"/> ANY AUTO                                                                                                |               |                                    |                                     | BODILY INJURY (Per person) \$                                         |
|                         | <input checked="" type="checkbox"/> ALL OWNED AUTOS                                                                              |               |                                    |                                     | BODILY INJURY (Per accident) \$                                       |
|                         | <input type="checkbox"/> SCHEDULED AUTOS                                                                                         | 02510505-1    | 07-29-04                           | 01-29-05                            | PROPERTY DAMAGE (Per accident) \$                                     |
|                         | <input checked="" type="checkbox"/> HIRED AUTOS                                                                                  |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$                                            |
|                         | <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                              |               |                                    |                                     | OTHER THAN AUTO ONLY EA ACC AGG \$                                    |
|                         | GARAGE LIABILITY                                                                                                                 |               |                                    |                                     | EACH OCCURRENCE \$                                                    |
|                         | <input type="checkbox"/> ANY AUTO                                                                                                |               |                                    |                                     | AGGREGATE \$                                                          |
|                         | EXCESS/UMBRELLA LIABILITY                                                                                                        |               |                                    |                                     | \$                                                                    |
|                         | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                                              |               |                                    |                                     | \$                                                                    |
| D                       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                    | A0707-52-50   | 04/05/04                           | 04/05/05                            | <input checked="" type="checkbox"/> WC STATUTORY LIMITS: OTHER \$     |
|                         | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER FIC-1000?                                                                        |               |                                    |                                     | E.L. EACH ACCIDENT \$ 500,000                                         |
|                         | If yes, describe under SPECIAL PROVISIONS below                                                                                  |               |                                    |                                     | E.L. DISEASE - EA EMPLOYEE \$ 500,000                                 |
|                         | OTHER                                                                                                                            |               |                                    |                                     | E.L. DISEASE - POLICY LIMIT \$ 500,000                                |
|                         |                                                                                                                                  |               |                                    |                                     |                                                                       |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Denise A. Martin*

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05



# **Tabulation**

## **Purchase of New Crawler Tractor with Dozer Blade**

**Bid 05-014**

| <b>Company</b>                   | <b>Bid Price</b>                   |
|----------------------------------|------------------------------------|
| Mustang Cat<br>Houston           | \$76,988.00<br>Cat D3GLGP          |
| Rush Equipment Center<br>Houston | \$78,458.00<br>John Deere 450J LGP |

### **RECAPITULATION OF BID**

|                                  |                                                |
|----------------------------------|------------------------------------------------|
| Commissioners Court approval:    | December 14 <sup>th</sup>                      |
| Legal notice run in newspaper:   | December 15 <sup>th</sup> and 22 <sup>nd</sup> |
| Individual notices mailed:       | 64                                             |
| Bid packets picked up or mailed: | 4                                              |
| Bid open date:                   | December 30 <sup>th</sup>                      |
| Bids received:                   | 2                                              |

**Recommendation: Mustang**

**Funding: Drainage 1011 – 1 each @\$76,988.00**

**Funding: Road & Bridge 1011 – 1 each @\$76,988.00**

MEMORANDUM

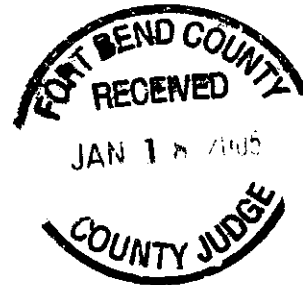
**TO:** Judge Robert Hebert  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign the attached contract approved in Commissioners Court  
on 01/11/05. Thank you.

**DATE:** January 14, 2005

**RETURN TO:** Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg

*Agenda*

# 25 A-1 Bid 05-010  
A-2 Bid 05-011  
A-3 Bid 05-013  
A-4 Bid 05-014  
A-5 Bid 05-015

1-19-05 Original Contracts sent to Cheryl@Purchasing,

25A-4

**Fort Bend County, Texas  
Invitation for Bid**



***Purchase of New Crawler Tractor with Dozer Blade  
for Fort Bend County  
BID 05-014***

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, December 30, 2004  
1:30 PM (Central)

**MARK ENVELOPE:**

BID 05-014  
Crawler Tractor with Dozer Blade

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME**

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminskda@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax: 281-341-8645

Prepared: 12/08/04  
Issued: 12/15/04

251-6065  
075-1721

Vendor Information

MUSTANG MACHINERY CO LTD DBA MUSTANG CAT  
Legal Name of Contracting Company

20-0421611  
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713 460 7222 713 690 2287  
Telephone Number Facsimile Number

Box 1273  
Complete Mailing Address (for Correspondence)

HOUSTON TX 77251  
City, State and Zip Code

\_\_\_\_\_  
Complete Remittance Address (if different from above)

\_\_\_\_\_  
City, State and Zip Code

LEON WILLIAMS SALES REP  
Authorized Representative and Title (printed)

LWilliams@MUSTANGCAT.COM  
Authorized Representative's Email Address

Leon Williams  
Signature of Authorized Representative

Initials of Bidder: LEW

**A. SCOPE:**

It is the intent of Fort Bend County to purchase one (1) or more new crawler tractor with dozer blade. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

**B. DELIVERY:**

Delivery of tractors ordered must be completed within one hundred twenty (120) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

**C. BID FORM COMPLETION:**

Fill out, initial each page, **SIGN CONTRACT SHEET**, and return to the Fort Bend County Purchasing Department **ONE (1) complete bid form**. An authorized representative of the bidder **MUST sign the contract sheet**. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**D. GENERAL INFORMATION:**

1. Unit will be utilized by the Fort Bend County Drainage District.
2. Published specifications must be available on unit bid.
3. Special manufactured machines are not acceptable.
4. ALL bidders may be required to demonstrate the make and model machine bid, prior to bid award, to ensure equipment meets or exceeds required specifications.
5. ALL bidders are required to employ local qualified servicemen to perform maintenance and/or repairs as required by the County.
6. ALL bidders are required to maintain replacement parts at a local warehouse.

**E. REQUIRED EQUIPMENT:**

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

1. **Make and Model:** Must be new current production model.

CATERPILLAR D3G LGP

Initials of Bidder: FW

E. **REQUIRED EQUIPMENT (cont'd):**

2. **Horse Power at Flywheel:** 70 minimum.

meets spec

3. **Transmission:** Hydrostatic.

meets spec

4. **Operating Weight:** 16,500 lbs minimum, including blade but not additional add on weight.

meets spec

5. **Undercarriage/Track:**

- a. Shoe width: 24 minimum, single grouser pads. Self cleaning.

meets spec

- b. Sealed and lubricated, severe service.

meets spec

- c. Gauge: 65" minimum.

meets spec

- d. Length of track on the ground: 81" minimum.

meets spec

- e. Ground pressure: 4.25 psi maximum.

meets spec

6. **Guards:**

- a. Crankcase.

meets spec

- b. Engine side panels, upper and lower.

meets spec

**E. REQUIRED EQUIPMENT (cont'd):**

- c. Full vandalism protection.

meets Spec

- d. Rear screen.

meets Spec

- e. Front sweeps.

meets Spec

- f. Track guiding, front, center and rear.

meets Spec

**7. Instruments/Gauges/Warning Devices:**

- a. Air cleaner restriction indicator.

meets Spec

- b. Engine oil pressure.

meets Spec

- c. Fuel level.

meets Spec

- d. Transmission oil temperature.

meets Spec

- e. Water temperature.

meets Spec

- f. Hour meter.

meets Spec

**E. REQUIRED EQUIPMENT (cont'd):**

g. Back-up alarm.

meets Spec

8. **Blade:**

a. Power angle tilt (six way).

meets Spec

b. 1.75 cubic yard capacity minimum.

meets Spec

c. 123 in blade width minimum.

meets Spec

d. Rear draw bar.

meets Spec

9. **ROPS Canopy:** To include seat belts.

meets Spec

10. **Pull Hook:** Front.

meets Spec

11. **Winch:** Hydraulic, 25,000 lb. maximum, full drum with free spooling capability, 0.75 in cable, tailchain and 4 roller fairlead.

meets Spec

12. **Manuals:** Operators, parts, service/technical. One complete set of each at time of delivery.

meets Spec

13. **Demonstration:** May be required prior to award to assure equality and productivity.

Yes

Initials of Bidder:

JW



**E. REQUIRED EQUIPMENT (cont'd):**

14. **Warranty:** One (1) year, 100% parts and labor on entire machine.
- 

**F. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1 - General Requirements.
2. Enclosure #2 - Purchase Order Terms and Conditions.

**G. UNIT BID PRICE:**

Unit bid price, for one (1) new crawler tractor with dozer blade, as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 76,988.00

CONTRACT SHEET

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 11<sup>th</sup> day of Jan, 20 05, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and MUSTANG CAT (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Crawler Tractor with Dozer Blade** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 11<sup>th</sup> day of January, 20 05.

By: Robert Hebert Fort Bend County, Texas  
County Judge

By: Leon Williams  
Signature of Contractor

By: Leon Williams Sales Rep.  
Printed Name and Title

Tabulation

A-5

Purchase of New Motor Grader

Bid 05-015

| Company                | Bid Price               | Optional Warranty |
|------------------------|-------------------------|-------------------|
| Mustang Cat<br>Houston | \$162,129.00<br>Cat 12H | \$1430.00         |

---

RECAPITULATION OF BID

|                                  |                                                |
|----------------------------------|------------------------------------------------|
| Commissioners Court approval:    | December 14 <sup>th</sup>                      |
| Legal notice run in newspaper:   | December 15 <sup>th</sup> and 22 <sup>nd</sup> |
| Individual notices mailed:       | 64                                             |
| Bid packets picked up or mailed: | 5                                              |
| Bid open date:                   | December 30 <sup>th</sup>                      |
| Bids received:                   | 1                                              |

Recommendation: Mustang

1 each @ \$162,129.00 + option \$1430.00 = \$163,559.00

Funding: Road & Bridge 1011

MEMORANDUM

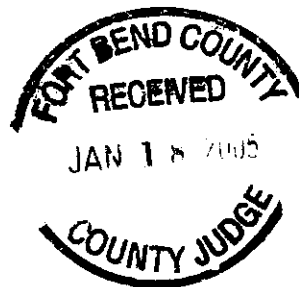
**TO:** Judge Robert Hebert  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign the attached contract approved in Commissioners Court  
on 01/11/05. Thank you.

**DATE:** January 14, 2005

**RETURN TO:** Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg

*Agenda*

# 25 A-1 Bid 05-010  
A-2 Bid 05-011  
A-3 Bid 05-013  
A-4 Bid 05-014  
A-5 Bid 05-015

1-19-05 Original Contracts sent to Cheryl@Purchasing,

**Fort Bend County, Texas  
Invitation for Bid**



**Purchase of New Motor Grader  
for Fort Bend County  
BID 05-015**

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, December 30, 2004  
1:30 PM (Central)

**MARK ENVELOPE:**

BID 05-015  
Motor Grader

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME**

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminsk d@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax: 281-341-8645

Vendor Information

<sup>LTD</sup>  
~~MUSTANG MACHINERY CO DBA MUSTANG CAT~~  
Legal Name of Contracting Company

20 0421611  
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713 460 7222 713 650 2287  
Telephone Number Facsimile Number

Box 1373  
Complete Mailing Address (for Correspondence)

HOUSTON TX 77257  
City, State and Zip Code

\_\_\_\_\_  
Complete Remittance Address (if different from above)

\_\_\_\_\_  
City, State and Zip Code

Leon Williams Sales Rep  
Authorized Representative and Title (printed)

LWilliams@MUSTANGCAT.COM  
Authorized Representative's Email Address

Leon Williams  
Signature of Authorized Representative

Initials of Bidder LW

**A. SCOPE:**

It is the intent of Fort Bend County to purchase one (1) or more new crawler tractor with dozer blade. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

**B. DELIVERY:**

Delivery of equipment ordered must be completed within sixty (60) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

**C. BID FORM COMPLETION:**

Fill out, initial each page, **SIGN CONTRACT SHEET**, and return to the Fort Bend County Purchasing Department **ONE (1) complete bid form**. An authorized representative of the bidder **MUST sign the contract sheet**. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**D. GENERAL INFORMATION:**

1. Unit will be utilized by the Fort Bend County Road and Bridge Department.
2. Published specifications must be available on unit bid.
3. Special manufactured machines are not acceptable.
4. ALL bidders may be required to demonstrate the make and model machine bid, prior to bid award, to ensure equipment meets or exceeds required specifications.
5. ALL bidders are required to employ local qualified servicemen to perform maintenance and/or repairs as required by the County.
6. ALL bidders are required to maintain replacement parts at a local warehouse.

**E. REQUIRED EQUIPMENT:**

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

1. **Make and Model:** Must be new, current model motor grader.

CATERPILLAR 12H

Initials of Bidder:

*LL*

E. REQUIRED EQUIPMENT (cont'd):

2. **Weight:** 34,000# minimum.

meets Spec

3. **Engine:** Six cylinder diesel, 145 flywheel HP at 2000 RPM, 538 cubic inch displacement with engine compartment side doors. Torque 728LB-FT @ 1000 RPM, Tier II Certified.

meets Spec

4. **Steering:** Hydraulic power steering with articulated frame steering.

meets Spec

5. **Transmission:** Powershift with 8 forward and 6 reverse, direct drive.

meets Spec

6. **Brakes:** Oil disc brakes on four wheels with a minimum braking surface of 3712 sq.in.

meets Spec

7. **Circle:** Minimum 60" diameter, forged single piece with internal hardened teeth and replaceable wear inserts, capable of 360 degree rotation.

meets Spec

8. **Draw Bar:** 3" thick solid steel bars fabricated into Y frame design.

meets Spec

9. **Blade:** 12' wide with side shift and tip control.

meets Spec

10. **Tires:** 14.00Rx24 MX XGLA, MP Michelin on 10" 3 piece rims.

meets Spec



**E. REQUIRED EQUIPMENT (cont'd):**

11. **Cab:** Low profile sound suppressed ROPS cab with air conditioner, heat, defroster, windshield wipers and washers front and rear, turn signals, cab mounted work lights, rotating amber beacon light on top of cab, tach, speedometer, operators warning system, fuel gauge, water temperature gauge, engine oil gauge, hour meter gauge and air suspension seat.

meets Spec

12. **Electrical:** 75 amp alternator, 24 volt direct electric start with color coded and numbered wires.

meets Spec

13. **Differential:** Lock and unlock.

meets Spec

14. **Mirrors:** two (2) outside mounted rear view.

meets Spec

15. **Counterweight:** Front mounted push plate/counterweight minimum 2025#.

meets Spec

16. **Ripper:** Rear mounted ripper with five (5) teeth.

meets Spec

17. **Hydraulics:** Lines and valves to operate hydraulic functions. S.O.S. ports for oil sampling for engine hydraulic, transmission, coolant and fuel. Hydraulic pump to be closed center, variable displacement, load sensing minimum 51 gallon capacity. Hydraulic demand engine fan: automatically adjusts fan speed to engine cooling requirements.

meets Spec

18. **Additional moldboard 14' wide.**

meets Spec

Initials of Bidder: LW

**E. REQUIRED EQUIPMENT (cont'd):**

19. Vandalism protection package.

meets Spec

20. Manuals: Operators, parts, service/technical. One complete set of each at time of delivery.

meets Spec

21. Demonstration: May be required prior to award to assure equality and productivity.

Yes

22. Warranty: One (1) year, 100% parts and labor on entire machine.

\_\_\_\_\_

**F. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1 - General Requirements.
2. Enclosure #2 - Purchase Order Terms and Conditions.

**G. OPTIONAL WARRANTY:**

5 year, 7500 hour power train warranty:

\$ 1430.00 *yes*

**H. UNIT BID PRICE:**

Unit bid price, for one (1) new motor grader, without optional warranty, as specified herein, F.O.B. Fort Bend County, Texas:

\$ 162,129.00

*JW*

CONTRACT SHEET

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05.

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 11<sup>th</sup> day of Dec, 20 04 by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and MUSTANG CAT (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Motor Grader** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 11<sup>th</sup> day of January, 20 05.

By: Robert Hebert Fort Bend County, Texas  
County Judge

By: Leon Williams  
Signature of Contractor

By: LEON WILLIAMS SALES REP  
Printed Name and Title

25 B

**Tabulation****Purchase of New 15' Shredders****Bid 05-007**

| <b>Company</b>                       | <b>Bid Price</b>                                                                                               |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Rosenberg Tractor<br>Rosenberg       | \$11,176.00<br>Rhino                                                                                           |
| Brookside Equipment<br>Houston       | \$11,605.00<br>Landpride                                                                                       |
| Hlavinka Equipment<br>Rosenberg      | \$11,645.00<br>Rhino                                                                                           |
| Triple Blade & Steel, Inc.<br>Forney | Disqualified: Did not meet specifications on<br>item 7 (wing flex while cutting)<br>\$12,029.30<br>Bush Wacker |

**RECAPITULATION OF BID**

|                                  |                                                |
|----------------------------------|------------------------------------------------|
| Commissioners Court approval:    | October 5 <sup>th</sup>                        |
| Legal notice run in newspaper:   | November 17 <sup>th</sup> and 24 <sup>th</sup> |
| Individual notices mailed:       | 65                                             |
| Bid packets picked up or mailed: | 9                                              |
| Bid open date:                   | December 2 <sup>nd</sup>                       |
| Bids received:                   | 4                                              |

**Awarded 12/14/05 to Rosenberg Tractor @ \$11,176.00****Road and Bridge: 2 each = \$22,352.00****Funding: 1011**



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

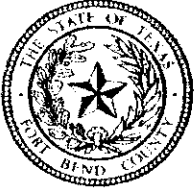
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301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

### **Re-Scan Certificate**

|                                                                   |                                                      |
|-------------------------------------------------------------------|------------------------------------------------------|
| <b>Title of Document:</b>                                         | <b>Polly Ryon Hospital Authority Lease Agreement</b> |
| <b>Date of Re-scan:</b>                                           | <b>February 18, 2005</b>                             |
| <b>Re-scan Replaces Pages:</b>                                    | <b>433-442</b>                                       |
| <b>Number of Pages:</b><br><b>(Including Re-scan Certificate)</b> | <b>12</b>                                            |
| <b>Scanner:</b>                                                   | <b>Alicia Yeomans</b>                                |
| <b>Comments:</b>                                                  | <b>Additional pages were added.</b>                  |



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

---

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

### **Re-Scan Certificate**

|                                                                   |                                                      |
|-------------------------------------------------------------------|------------------------------------------------------|
| <b>Title of Document:</b>                                         | <b>Polly Ryon Hospital Authority Lease Agreement</b> |
| <b>Date of Re-scan:</b>                                           | <b>February 18, 2005</b>                             |
| <b>Re-scan Replaces Pages:</b>                                    | <b>433-442</b>                                       |
| <b>Number of Pages:</b><br><b>(Including Re-scan Certificate)</b> | <b>12</b>                                            |
| <b>Scanner:</b>                                                   | <b>Alicia Yeomans</b>                                |
| <b>Comments:</b>                                                  | <b>Additional pages were added.</b>                  |



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

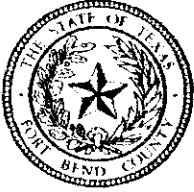
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301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
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Recording Fax (281) 341-8669

### **Re-Scan Certificate**

|                                                                   |                                                      |
|-------------------------------------------------------------------|------------------------------------------------------|
| <b>Title of Document:</b>                                         | <b>Polly Ryon Hospital Authority Lease Agreement</b> |
| <b>Date of Re-scan:</b>                                           | <b>February 18, 2005</b>                             |
| <b>Re-scan Replaces Pages:</b>                                    | <b>433-442</b>                                       |
| <b>Number of Pages:</b><br><b>(Including Re-scan Certificate)</b> | <b>12</b>                                            |
| <b>Scanner:</b>                                                   | <b>Alicia Yeomans</b>                                |
| <b>Comments:</b>                                                  | <b>Additional pages were added.</b>                  |



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

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301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

### **Re-Scan Certificate**

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| <b>Date of Re-scan:</b>                                           | <b>February 18, 2005</b>                             |
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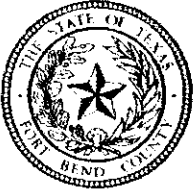
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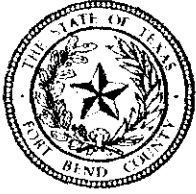
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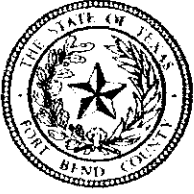
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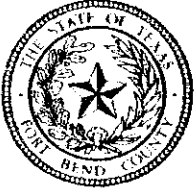
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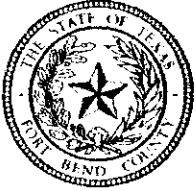
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510-046-6050-1011  
250

iss  
**Information Station Specialists®**  
 3368 88<sup>th</sup> Ave, PO Box 51, Zeeland MI 49464-0051  
 616.772.2300 • Fax 616.772.2966 • [iss@theradiosource.com](mailto:iss@theradiosource.com)

**RoadRunnR® Portable Advisory Radio System Quote/Configuration Worksheet**

Reps should complete a worksheet like the one below and send/fax to Steve Whitcomb at ISS (616.772.2699). (A copy [without commission info] for use with clients follows.) ISS will generate the client quote from what is sent, copy reps or send to representative for delivery to client.

| Yes                                 | Qty | Product/Service (& Supplier)                                                                                                    | ISS Price                                          |
|-------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> |     | <b>Standard RoadRunnR Equipment Package (by ISS)</b><br>(Includes delivery, ISS technician visit for training & initial setup.) | \$27,995                                           |
| <input checked="" type="checkbox"/> |     | <b>Optional RoadRunnR Features (by ISS)</b><br>7.1 Minutes of Recording Time (to total 14.3 minutes)                            | \$1,240                                            |
| <input checked="" type="checkbox"/> |     | Second Transmitter, Same or Alternate Frequency                                                                                 | \$2,345                                            |
| <input checked="" type="checkbox"/> |     | Portable FASTrack Signs                                                                                                         | 1 ea. Each \$795                                   |
| <input checked="" type="checkbox"/> |     | Training & FCC Field Intensity Survey (by ISS)                                                                                  | Included                                           |
| <input checked="" type="checkbox"/> |     | FCC 10-Year, Renewable License (by ISS)                                                                                         | \$495                                              |
| <input checked="" type="checkbox"/> |     | FCC 6-Month, Special Temporary Assignment (by ISS)                                                                              | \$495<br>(\$295 if accompanied by 10-year license) |
|                                     |     | <b>TOTAL</b>                                                                                                                    | <b>\$33,165.00</b>                                 |

PAGE: 9

EPS PRINTED RXPR REQUISITION WORKSHEET

DATE: 12/29/04 TIME: 21:05:47

REQUISITION NUMBER: 03600008267 REQ LINES: 1 EST AMT: 38,975.00 REQ TYPE: LAST PRINT: 12/29/04

HEADER:

SUGGESTED VENDOR CODE: 251639918 A  
VENDOR NAME: TRUSECURE CORPORATION  
ADDRESS: P O BOX 67000  
DEPT #254901  
DETROIT MI 48267

CONTACT:  
PHONE: 888-627-2281

SHIP TO: 36 MANAGEMENT INFORMATION SYSTEMS  
500 LIBERTY, STE 212  
RICHMOND TX 77469

BILL TO: 36 MANAGEMENT INFORMATION SYSTEMS  
301 JACKSON  
RICHMOND TX 77469

REQ BY: DARLEAN SWALLERS  
REQ PHONE #: 341-4570

RESP PERSON: J. C. WHITTEN

WHSE LOC:

RX DATE: 12/29/04  
DEL DATE: 01/03/05

FUND: 010 AGENCY: 036 ORG/SUB-ORG: 0360

OBJ/SUB-OBJ: 4010

ACTIVITY: 1000 NOTE FLAG:

LINE ITEMS:

1- RX LINE: 001 COMM CODE: 200 BUYER: 02 CINDY MORALES STATUS: AFZ  
QUANTITY: 1.00 U/M: EA EST ORIG UNIT COST: 38975.000000 EST TOTAL COST: 38975.00  
MFG NUMBER: NAME: TEXT FLAG: Y  
DESCRIPTION: SECURITY ASSURANCE FOR INTRANET, INTERNET, AND EXTRANET FOR

TEXT: FORT BEND COUNTY LIBRARY AND MIS

(01/01/05 - 12/31/05)

25F

1-19-05 Original Addendum picked up by Darlean@MIS.



REQUISITION NUMBER: 03000011626 REQ LINES: 1 EST AMT: 38,975.00 REQ TYPE: LAST PRINT: 01/03/05

H E A D E R :

SUGGESTED VENDOR CODE: 251639918  
 VENDOR NAME: TRUSECURE CORPORATION  
 ADDRESS: P O BOX 641889  
 PITTSBURGH PA 15264-1889

CONTACT:  
 PHONE: 717-258-1816

SHIP TO: 30 LIBRARY  
 1001 GOLVIEW DRIVE  
 RICHMOND TX 77469

BILL TO: 30 LIBRARY  
 1001 GOLVIEW DRIVE  
 RICHMOND TX 77469

REQ BY: WANDA WATTS  
 REQ PHONE #: 342-4455

RESP PERSON: CAROL BROWN

RX DATE: 01/03/05  
 DEL DATE: 01/05/05

FUND: 010 AGENCY: 030 ORG/SUB-ORG: 0300 OBJ/SUB-OBJ: 4010

ACTIVITY: 1900 NOTE FLAG:

L I N E I T E M S :

1- RX LINE: 001 COMM CODE: 200 BUYER: 01 DEBBIE KAMINSKI STATUS: AFZ  
 QUANTITY: 1.00 U/M: EA EST ORIG UNIT COST: 38975.000000 EST TOTAL COST: 38975.00  
 MFG NUMBER: TEXT FLAG:  
 DESCRIPTION: 2005 SECURITY ASSURANCE FOR INTRANET, INTERNET & ESTRANET



## Fort Bend County Management Information Systems (M.I.S.)

---

**Connie Heinecke**  
*Technical Services Director*

**Carol Holub**  
*Applications and Systems Director*

**TO:** The Honorable Commissioners Court,  
Fort Bend County

**FROM:** Connie Heinecke, MIS *C.H.*

**DATE:** January 7, 2005

**SUBJECT:** Item 25F, TruSecure Corporation

Item 25F of the Commissioner Court Agenda is for the annual renewal with TruSecure Corporation for protection of the county and library network infrastructure.

TruSecure identifies and mitigates risk to the perimeter (Internet/Intranet) to ensure a level of security on an ongoing basis. In addition, the county is provided with an analyst team for current or emerging security threats along with security alert services.

They perform two on-site visits annually for an Internal Risk Assessment and assist in implementing recommendations to comply with Essential Practices.

Therefore, I respectfully request the approval of Commissioners Court to continue to have this program in place.

If you have any questions or concerns, please feel free to contact me.

**Cc:** J.C. Whitten, Administrative Services  
Carol Holub, MIS  
Gilbert Jalomo, Purchasing  
Carol Brown, Library

STATE OF TEXAS  
COUNTY OF FORT BEND

ADDENDUM TO SERVICE AGREEMENT

**THIS ADDENDUM**, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.024(a) and TRUSECURE CORPORATION.

**THAT WHEREAS**, the parties have previously executed that certain Agreement for services and any and all Addendum(s) for subsequent years to attached hereto;

**AND WHEREAS**, the parties desire to renew that certain agreement for services and any and all Addendum(s) for one year from the date here of ; and,

**WHEREAS**, the following changes are incorporated into the Agreement as if a part of the original Agreement: TERM IS JANUARY 1, 2005 THROUGH DECEMBER 31, 2005.

Sign this 11<sup>th</sup> day of JANUARY 2005.

ATTEST:

Dianne Wilson, Ph.D.  
County Clerk

Robert Hebert  
Fort Bend County Judge

Robert Hebert

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 77,950.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

# TruSecure® Statement of Services

Respectfully submitted for consideration to:

Fort Bend County



This Statement of Services is valid until December 31, 2004.

November 17, 2004

**Presented By:** Ken Ermellini and Leslie Nemitoff  
**Phone:** Ken (703) 480-8505 and Leslie (913) 663-1951  
**Email:** [kermellini@trusecure.com](mailto:kermellini@trusecure.com) and [lnemitoff@trusecure.com](mailto:lnemitoff@trusecure.com)

**TruSecure Corporation**  
13650 Dulles Technology Drive, Suite 500  
Herndon, VA 20171-4602  
(T) 703.480.8200 (F) 703.480.8430

This document contains highly sensitive confidential and proprietary information of TruSecure Corporation. Access to this Document is governed by the terms of the Master Services Agreement that obligates those with access to this Document to safeguard its contents from unauthorized disclosure.

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## TruSecure Statement of Services

This Statement of Services is subject to the terms and conditions of the Master Services Agreement entered into on the 28th day of November, 2000 (the "MSA"), by and between TruSecure Corporation and Fort Bend County ("Customer").

Customer agrees to the scope of work and terms and conditions indicated within this Statement of Services and Attachments.

### Customer Information

Customer Name: Fort Bend County MIS and Libraries  
Address: 500 Liberty  
Suite 202  
Richmond, TX  
77469  
Contact: Connie Heinecke  
Phone: 281-341-4570  
Fax: \_\_\_\_\_  
Email: connieh@co.fort-bend.tx.us

### TruSecure Services

| Service Description | # of Locations/<br>Devices/<br>Users* | Contract<br>Length<br>(Years)* | Annualized<br>Service Fee* | Contract/Engagement<br>Total |
|---------------------|---------------------------------------|--------------------------------|----------------------------|------------------------------|
| TruSecure Perimeter | 2                                     | 1                              | \$87,985                   | \$87,985                     |
| Discount (11.4%)    |                                       |                                |                            | <u>-\$10,035</u>             |
|                     |                                       |                                |                            | \$77,950                     |

#### Notes:

- Charges incurred for travel and other pre-approved out-of-pocket expenses will be billed separately and at-cost.
- All services are subject to sales tax in some states. If applicable sales taxes will be billed separately on the invoice.
- \* Not applicable for Consulting Service engagements.

The Effective Date is the date of the later signature below.

### TruSecure Term & Renewal Date

For new customers/or new services, the TruSecure services term will begin on the Effective Date.

For renewal customers/services the TruSecure services term will be from January 1, 2005 until December 31, 2005, the renewal date as defined in the previous proposal/statement of services.

### TruSecure Payment Terms

Payment terms are Net 30 days from the Effective Date (December 31, 2004) and on or before each yearly anniversary date for multiyear service terms.

### Purchase Order

Please indicate below by initialing in front of the appropriate option (a or b), Customer's policy on purchase orders.

\_\_\_\_\_ (a) Customer **REQUIRES** a P.O. number be included on the invoice. P.O. Number: \_\_\_\_\_

\_\_\_\_\_ (b) Customer **DOES NOT REQUIRE** a P.O. to be issued to TruSecure prior to invoicing.

**TruSecure Statement of Services**

**Remittance Address**

TruSecure Corporation  
PO Box 67000, Dept. 254901  
Detroit, MI 48267-2549

**Customer Points of Contact**

Customer shall include the name and phone number for the appropriate contacts below.

**Business Contacts:**

|                                                |
|------------------------------------------------|
| Business point of contact (Management)         |
| Connie Heinecke: 281-341-4570                  |
| Accounting point of contact (Accounts Payable) |
| Darlean Swallers: 281-341-4525                 |

## Statement of Services Attachment –Risk Management Program Perimeter Engagement

### Program Summary

TruSecure's Risk Management Program – *Perimeter Engagement* is a comprehensive risk reduction and certification program that focuses on the "health" of your perimeter network and devices. The program integrates multiple security practices and procedures to help you identify and mitigate risk to your critical IT assets, and then assists you in maintaining an essential level of security "health" across your boundary environment. Compliance with our set of Essential Security Practices results in industry-recognized certification, providing you with confidence and assurance that your mission-critical networks and physical environments are protected against all forms of external threats.

#### TruSecure Risk Management Program-Perimeter Components

TruSecure RMP Perimeter consists of critical analysis, assessment and security intelligence and alert services including:

- Perimeter Discovery Scans
- On-site Internal Perimeter Risk Assessments
- Wireless Security Review
- External Perimeter Risk Assessments
- On-site Essential Practices Evaluation and Validation
- Emerging Risk Testing
- Enterprise Risk Manager Web Console
- Vulnerability Research Database & Action Alert Service
- Certification
- Live, Unlimited Security Analyst Access
- Limited Emergency Response Support

### Program Scope

The scope of this engagement is based on an analysis of your network and physical presence at the locations identified in the following chart:

|                                                                    |                                 |
|--------------------------------------------------------------------|---------------------------------|
| <b>Number of Externally Facing Class B Networks:</b>               | <b>None</b>                     |
| <b>Populated Net Address Space - Externally Facing (Class Cs):</b> | <b>UP to 10 Class Cs</b>        |
| <b>Net Address Space – Internal Perimeter (Class Cs):</b>          | <b>UP to 10 Class Cs</b>        |
| <b>Appx. Number of Active Hosts/Devices – Internal Perimeter:</b>  | <b>UP to 350 Active devices</b> |
| <b>Additional # of ERM Access Tokens:</b>                          | <b>None</b>                     |
| <b>Total # of Contracted Locations:</b>                            | <b>2</b>                        |

| Location Name | # of Buildings | Location Type | Annualized Price |
|---------------|----------------|---------------|------------------|
| Libraries     | 1              | Primary       | Above            |
| MIS           | 1              | Additional    | Above            |
|               |                |               |                  |

## TruSecure RMP – Perimeter Description

### Perimeter Discovery Scans

The Perimeter Discovery Scans engage you in the basic tenet of Information Security design called "Default Deny," or "Principle of Least Privilege." This basic tenet provides the maximum amounts of protection by allowing the use of only specific services or network traffic required for business purposes. By setting a default deny baseline to your perimeter networks, we enable you to focus both resources and energy in the proper areas. To accomplish this we conduct a targeted discovery scan of your perimeter networks in order to identify all Internet visible devices and services. It is not a vulnerability assessment, but an electronic sweep of your address space that attempts to open connections to ports corresponding to known services on all hosts that comprise your Internet perimeter.

In this analysis, we will scan the number and network Class type identified in the Program Scope (section 1). Results are categorized into one of three groups in order to allow for the discovery, categorization, and elimination of at-risk hosts or services.

### Expected Ports/Services

"Expected" ports and services represent the ports and services that are typically required to conduct e-business. These include: ICMP, HTTP, HTTPS, DNS, SMTP, POP3, and IMAP.

### Excessive Ports/Services

"Excessive" ports and services represent those services that are "Expected," but available on a high number of Internet accessible machines - the greater the number, the greater the risk. Documented requirements should dictate the actual number of services required for business. Also easily corrected, the impact of "Excessive" services is dependent primarily on the requirements of your business model.

### Unexpected Ports/Services

All ports and services not included in "Expected" or "Excessive" are considered "Unexpected." Unexpected services are considered the most vulnerable, yet simplest to correct with minimal operational impact. *The goal should be zero unexpected services visible on your network perimeter.*

TruSecure requires that all Excessive and Unexpected ports are either disabled, filtered, or that documentation is provided justifying their business purposes. This process helps eliminate the largest majority of risk to your external facing environment, and significantly improves your overall security posture.

These groupings are used as the basis for your initial risk mitigation actions. At a minimum, at least three additional Perimeter Discovery Scans will be conducted over the course of the program (see Perimeter Risk Assessments).

Following the first Perimeter Discovery Scan we work with your team to help you address open issues found during the discovery scan, gather external network topology information, and enable the scheduling of the on-site visit by our Security Analyst to begin the asset data collection and risk assessment processes.

### On-Site Internal Perimeter Risk Assessment

Your TruSecure Security Analyst will conduct an on-site visit of your facility to assess both the physical and electronic aspects of your environment. This process incorporates three specific analyses, including comprehensive asset identification and classification (scoring) of systems in your perimeter networks, targeted vulnerability scans across that environment, and wireless walk-through assessments. These assessments are designed to collect data regarding compliance with TruSecure's Essential Practices for Wi-Fi environments.

TruSecure utilizes its own advanced intelligence modeling tool that thoroughly discovers IP-enabled devices in your perimeter, identifies the critical systems, reports on suspicious or problematic conditions, and prioritizes and scores assets and vulnerabilities based on criteria defined by TruSecure's TruIntelligence Security Knowledge Network. This unique functionality provides a number of benefits including more accurate and efficient discovery of perimeter-based network assets, such as OSs, applications, and systems, as well as the ability to prioritize mitigation efforts based on criticality of the asset. Additionally, your TruSecure Security Analyst will assess your physical environment, such as physical security practices, backup power supply systems, cooling and ventilation systems, as well as documented policies and procedures.

The information collected from this on-site visit is then uploaded to the Enterprise Risk Manager web console for data association, task and asset management, and mapping to our global risk research and corresponding Essential Practices (recommended controls and safeguards).

### Internal Perimeter Assessment includes:

- Discovery of active IP-enabled perimeter devices



- Identification of configuration details of each active device (DNS name, NetBios, TCP/UDP ports, DCE Info, RPC info, router ID, MAC address, NetBios info.)
- Port scan includes over 3000 ports
- Classification/Scoring of each device
- Vulnerability testing of all active IP-enabled perimeter devices

**Wireless Assessment includes:**

- War Walk of contracted facility
- Collection of data regarding access points and active clients

**Wireless Security Review**

Included in the TruSecure Risk Management Program is an analysis of your location's wireless environment in order to identify, assess and minimize this risk. During the onsite visit, your TruSecure Security Analyst will conduct a number of tests and inspections of your facility, network and policies. This assessment will incorporate a review of your perimeter network topologies, as well as an internal "war walk" using an 802.11-standard sniffer tool that collects information on both wireless access points and network clients using the wireless network. Additionally, TruSecure will review your policies, documentation and procedures to ensure the required policies are in place to adequately secure your environment.

The following critical attributes of your wireless environment will be detected and evaluated:

- Do all wireless networks have appropriate security configurations?
- Is encryption in use?
- Are SSIDs identifiable and broadcasted?
- Have rogue access points been established?
- Is there a wireless LAN policy in place, and is it being enforced?
- Are devices on wireless connections using personal firewalls and updated anti-virus software?

The Wireless Security Review is a subset of our Internal Perimeter Risk Assessment Process, which includes identifying your internal perimeter-based assets, classifying those assets into criticality categories, conducting vulnerability assessments against those assets, and summarizing the mitigation strategies needed for improving your internal perimeter security posture. Results of the Wireless Security Review will be reported back to you as part of the Internal Risk Assessment Report, as well as available via the Enterprise Risk Manager console.

**External Perimeter Risk Assessments**

TruSecure will conduct another Perimeter Discovery Scan against the active hosts found during the discovery scan, and uses it as a mechanism to assess compliance with the Essential Practices. The output of this assessment provides your TruSecure Security Analyst with the information necessary to spot areas of non-compliance in your network perimeter infrastructure, and consequently possible at-risk threat vectors. These assessments typically are conducted Monday through Friday, between 9 a.m. – 5 p.m. ET, and will occur on pre-arranged dates.

**The Perimeter Risk Assessment**

- verifies you have implemented the "Default Deny" perimeter security strategy;
- identifies external electronic risks to assess your perimeter security posture as it relates to known external electronic threats;
- identifies system mis-configurations and/or out-of-date versions of perimeter-facing software; and
- performs an e-mail filtering test, which evaluates the effectiveness of your perimeter gateway and desktop defense processes. For this test, you will receive a series of e-mail messages with payloads that your network should respond to as *malicious*. The e-mails are neither invasive nor dangerous. These tests, in conjunction with the output of the risk assessments, will provide your TruSecure Security Analyst with key information about how well your perimeter security posture reacts to such threats.

External Perimeter Risk Assessments (and their corresponding Perimeter Discovery Scans) are conducted as often as necessary to position your organization in a posture that is compliant with the Essential Practices. TruSecure will perform additional External Perimeter Discover Scans following certification on a *quarterly* basis over the remainder of the contract period.

#### On-Site Essential Practices Examination and Validation

While onsite, your Security Analyst will evaluate your company's compliance with the TruSecure Essential Practices, which can be categorized into four risk groups: physical, device, network and human. Areas of coverage include:

- Inspection of the facility's physical perimeter
- Inspection of the data center's physical security
- Inspection of physical security of critical equipment
- Review of HVAC systems
- Inspection of power distribution and UPS systems
- Inspection of the hardened perimeter-based routers and/or firewalls
- Inspection of the configuration of a randomly selected critical web server
- Inspection of the configuration of the e-mail server
- Review of the Operational Management Policies and Procedures
- Inspection of Remote Administration Mechanisms

As with the electronic assessment results, this information is collected and uploaded to the Enterprise Risk Manager for centralized management, data association and risk mapping.

#### Emerging Risk Testing

As a critical part of the TruSecure methodology, TruSecure will often perform ad hoc testing for newly discovered and/or severe problems. These tests are not vulnerability scans, but remote "pings" of your external network environment, based on our understanding of the newly discovered threat. This testing utilizes a proprietary tool, is non-invasive, and typically occurs between 8 a.m.-6 p.m. ET, *without notification*. Tests are run as soon as there is a practical means of detecting known issues. This enables both TruSecure and your organization to receive up-to-the-minute information about your environment on pertinent threats.

#### Summary of Electronic Assessments

| SCAN                                | TYPE                                                               | LOCATION       | SCOPE OF SCANS                                                                                                                              | SCAN OBJECTIVES                                                                                                                                                                                                                                                          |
|-------------------------------------|--------------------------------------------------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Perimeter Discovery Scans           | Targeted Port Scans                                                | Remote & Local | <b>Remote</b> – All Internet visible IP addresses within scope of contract.<br><b>Local</b> - Network segments and devices in the perimeter | <b>Remote</b> – Achieve Default Deny posture; Identification of critical services & devices visible from the I*net, and collection of pertinent data about them.<br><b>Local</b> – Identification of services and devices within the perimeter from a local perspective. |
| External Perimeter Risk Assessments | Asset Identification and Classification; Vulnerability Assessments | Remote         | All Internet visible IP addresses within scope of contract.                                                                                 | Identification of critical assets and associated vulnerabilities across perimeter networked segments from a "hacker's" perspective.                                                                                                                                      |
| Internal Perimeter Risk Assessments | Asset Identification and Classification; Vulnerability Assessments | Local          | All network segments and devices in the perimeter                                                                                           | Identification and classification (scoring) of all devices and associated vulnerabilities within the perimeter networks.                                                                                                                                                 |
| Emerging Risk Assessments           | Immediate Threat Evaluation                                        | Remote         | Entire customer-base network perimeter range.                                                                                               | Quickly determine devices vulnerable to a specific, rapidly emerging threat, for implementing immediate action.                                                                                                                                                          |

## Service Delivery Process and Timetable

| SERVICE                                             | EST. TIME FRAME | RESPONSIBILITIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | REPORT                                                         |
|-----------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Welcome Package                                     | Week 1          | TruSecure will provide: <ul style="list-style-type: none"> <li>Customer services team contact information</li> <li>TruSecure IntelliSource &amp; Alerts access information</li> <li>SecurID Token/s for access to Customer Central (portal)</li> <li>Desktop Risk Assessment Tool (accessed via the portal)</li> </ul>                                                                                                                                                                                                                   | N/A                                                            |
| Introduction to Program Webinar Presentation        | Week 2          | TruSecure will: <ul style="list-style-type: none"> <li>Explain process</li> <li>Set expectations</li> <li>Introduce Analyst and Customer Services teams</li> <li>Request required client contact list</li> <li>Review scan methodologies</li> <li>Request telephone number range/s for modem testing</li> </ul>                                                                                                                                                                                                                          | N/A                                                            |
| Initial Perimeter Discovery Scan                    | Week 3          | TruSecure will: <ul style="list-style-type: none"> <li>Complete targeted port scan using appropriate tools</li> <li>Upload data to the Enterprise Risk Manager (ERM) console</li> </ul> Client will: <ul style="list-style-type: none"> <li>Implement "Default Deny" strategy, per the PDSR recommendations</li> </ul>                                                                                                                                                                                                                   | Perimeter Discovery Scan Report (PDSR)                         |
| Technical Conference Call                           | Weeks 3-4       | TruSecure will: <ul style="list-style-type: none"> <li>Review perimeter network topologies</li> <li>Review Technical Conference Call questionnaire</li> <li>Assist Customer w/Default Deny implementation from PDSR</li> </ul> Client will: <ul style="list-style-type: none"> <li>Provide perimeter network topologies</li> <li>Ensure appropriate staff is available</li> </ul> TruSecure & Client together will: <ul style="list-style-type: none"> <li>Determine best time for on-site Internal Perimeter Risk Assessment</li> </ul> |                                                                |
| Internal Perimeter Risk Assessment (on site)        | Weeks 5-10      | TruSecure will: <ul style="list-style-type: none"> <li>Conduct interviews with key personnel and identify and label critical perimeter-based assets</li> <li>Run proprietary and commercial asset identification, classification and assessment tools (perimeter environment)</li> <li>Conduct wireless review</li> <li>Collect policy documentation</li> <li>Upload data to ERM console</li> </ul> Client will: <ul style="list-style-type: none"> <li>Provide network access</li> <li>Answer interview questions</li> </ul>            | Internal Risk Assessment Report                                |
| Initial External Perimeter Risk Assessment          | Weeks 10-11     | TruSecure will: <ul style="list-style-type: none"> <li>Validate ports &amp; services identified in PDSR have been closed or mitigated prior to Perimeter Risk Assessment conducted</li> <li>Complete Perimeter Risk Assessment using proprietary and commercial asset identification, classification and assessment tools</li> <li>Upload data to the ERM</li> </ul> Client will: <ul style="list-style-type: none"> <li>Mitigate vulnerabilities per TruSecure recommendations</li> </ul>                                               | Perimeter Risk Assessment Report                               |
| Enterprise Risk Manager (ERM) Web Console           | Weeks 10-11     | Client will: <ul style="list-style-type: none"> <li>Manage assets, tasks and other program components via the web</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |
| Follow-up External Perimeter Risk Assessment        | Weeks 11-12     | TruSecure will: <ul style="list-style-type: none"> <li>Complete second External Perimeter Risk Assessment to verify vulnerabilities have been mitigated (Discovery Scan also conducted in conjunction with PRA)</li> <li>Upload data to ERM</li> </ul>                                                                                                                                                                                                                                                                                   | Continuing Perimeter Risk Assessment Report (2 <sup>nd</sup> ) |
| Mitigation of Open Issues                           | Weeks 12-20     | Client will: <ul style="list-style-type: none"> <li>Implement recommendations to comply with Essential Practices (control recommendations that are required for certification)</li> </ul>                                                                                                                                                                                                                                                                                                                                                |                                                                |
| Essential Practices Review and Evaluation (on site) | Weeks 20-24     | TruSecure will: <ul style="list-style-type: none"> <li>Validate Essential Practices compliance (technical, physical, administrative) via on-site visit</li> <li>Evaluate physical security posture</li> <li>Document non-compliant issues</li> <li>Upload data to ERM</li> </ul> Client will: <ul style="list-style-type: none"> <li>Ensure the appropriate participants are available during the visit.</li> </ul>                                                                                                                      |                                                                |

| SERVICE                                                    | EST. TIME FRAME  | RESPONSIBILITIES                                                                                                                                                                                                                                                                                             | REPORT                                                      |
|------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Certification                                              | Week 24 (target) | <b>TruSecure will:</b> <ul style="list-style-type: none"> <li>Award client with Certification materials</li> <li>Set up verification logo for web site posting and use in marketing materials</li> <li>Report on synopsis of completed actions</li> <li>Provide information on continuing process</li> </ul> | Management Report<br><br>Assessor's Report of Certification |
| Continuing External Perimeter Risk Assessment (#s 3 and 4) | Post Cert.       | <b>TruSecure will:</b> <ul style="list-style-type: none"> <li>Complete External Perimeter Risk Assessments (additional Discovery Scans to be conducted)</li> <li>Upload data to ERM</li> </ul>                                                                                                               | Continuing Perimeter Risk Assessment Reports                |

### TruSecure RMP – Perimeter Deliverables

#### Program Introduction

You will be sent an introduction package with specific information regarding the analysts on your team, your customer support personnel, as well as information on how to access Customer Central, the TruSecure web portal, which will become your primary access point for TruSecure delivered services. From there you will gain access to the TruSecure Enterprise Risk Manager console, IntelliSource, which is our on-line vulnerability tracking database, our emergency Action Alert service, as well as other sections to help manage your security assurance program. (While two access tokens are included in the base contract, see Section 3 for access token totals.)

TruSecure will conduct a conference call with your team to introduce and further explain the TruSecure process. During this presentation, your program team will:

- Provide an overview of how the program works;
- Set expectations of information, documentation, and personnel we will need to gather information from, or interact with, throughout the process;
- Provide an overview of remote and local scanning methodologies;
- Request that you provide IP addresses and appropriate perimeter network diagrams of your Internet interface and general network topologies; and
- Schedule a date for the initial Perimeter Discovery Scan and the follow-up Technical Conference Call.

#### Enterprise Risk Manager (ERM)

The Enterprise Risk Manager (ERM) is TruSecure's unique and secure web console which provides you with the ability to manage your organization's progress toward achieving compliance with the Essential Practices. It also provides you with an at-a-glance assessment of your critical perimeter devices and their corresponding security posture. Information gathered from the electronic and on-site physical assessments are maintained in the ERM. Each piece of information provided into the ERM is tied to the people, places and devices within your environment enabling you to manage tasks required for achieving compliance with the Essential Practices.

Information tracked in the ERM includes the following:

- System and application administrators
- Details of all assets collected during various assessments
- Platform and services running devices
- The rooms in which your critical devices reside

**Asset Management**  
Enterprise Risk Manager

System Administrator: MONITOR IMPROVEMENT SUPPORT LIBRARY FAQ PREFERENCES TOOLS LOGOUT

TRUSECURE

Asset Management: ASSET MANAGEMENT PROFILES TRACKING REPORT LIBRARY PREFERENCES PROFILES WIZARD

Current Customer: AAA Test Customer

You are here: CRM > Asset Management

### Asset Management

showing All Assets

| Type     | Name                 | Asset                 | Essential | Monitor | Location               | Site       | Subsystem         |
|----------|----------------------|-----------------------|-----------|---------|------------------------|------------|-------------------|
| Device   | 206.213.251.8        | TruSecure QA Director |           |         | Data Center DragonBall | DragonBall | AAA Test Customer |
| Device   | 206.213.251.9        | TruSecure QA Director |           |         | Data Center DragonBall | DragonBall | AAA Test Customer |
| Device   | 206.213.251.9        | TruSecure QA Director |           |         | Data Center DragonBall | DragonBall | AAA Test Customer |
| User     | BDONATO              | n/a                   | n/a       | n/a     | n/a                    | n/a        | AAA Test Customer |
| User     | BOODERMAN            | n/a                   | n/a       | n/a     | n/a                    | n/a        | AAA Test Customer |
| Location | Building             | DragonBall            | n/a       | n/a     | n/a                    | DragonBall | AAA Test Customer |
| User     | Client               | n/a                   | n/a       | n/a     | n/a                    | n/a        | AAA Test Customer |
| Service  | DNS on port 53 (TCP) | DragonBall            |           |         | Data Center DragonBall | DragonBall | AAA Test Customer |
| Service  | DNS on port 53 (TCP) | DragonBall            |           |         | Data Center DragonBall | DragonBall | AAA Test Customer |
| Service  | DNS on port 53 (TCP) | DragonBall            |           |         | Data Center DragonBall | DragonBall | AAA Test Customer |

#### Vulnerability Research Database & Action Alert Service

TruSecure continuously monitors the Internet for emerging risks using proprietary tools and methodologies through its TruIntelligence Security Knowledge Network. This group of highly experienced and knowledgeable experts tracks known and underground sources for emerging issues that threaten computer security. The resulting information is presented in a secure, online, searchable database of updated security risks. Currently, the database contains over seven years of collected information and thousands of entries. As our TruIntelligence network discovers new threats deemed "RED HOT," "HOT," or "IMPORTANT," we pro-actively notify you of these critical issues via our TruSecure Action Alerts, which include recommendations for remedial actions. TruSecure can "push" to you targeted alert information via email, pager, phone, text, or voicemail.

#### Certification

Following validation that the contracted locations have achieved compliance with the TruSecure Essential Practices, your organization will receive TruSecure Certification. Achieving TruSecure Certification will enable you to display the "TruSecure Certified" mark. The TruSecure Certified mark can be displayed in your marketing materials, as well as on your web site as a validation of your organization's achievement and commitment to ongoing risk reduction. The web site logo links back to the TruSecure database, providing the visitor with the Assessor's Report of Certification, which can be shared with third parties as a demonstration of the due diligence your organization has taken to improving its security posture, as well as documentation about the process your organization followed to achieve certification.



#### Expert Services and Support

The TruSecure staff is experienced and trained in all aspects of information security, and holds a wide range of professional certifications. Your team is available to you for unlimited telephone support throughout the term of your contract Monday through Friday, 8am to 8pm ET. A 24x7x365 support

TruSecure Confidential and Proprietary Information

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hotline is available to assist with remote scanning and emergency issues. Additionally, you also will have access to our specialized teams of InfoSec professionals in our within our TruIntelligence Security Knowledge Network.

### Your Account Team

Upon contract initiation, you will be assigned to one of TruSecure's professional security support teams, which include analysts and project managers specifically assigned to your organization.

### Security Analysts

Your Security Analyst is your primary technical contact. Your analyst will help improve your organization's security posture by analyzing results from our scans and reporting them back to you, validating the Essential Practices, and providing feedback on your current network architecture. Questions to your Security Analyst commonly involve the following:

- Research requests
- Scan results
- TruSecure methodology
- Essential Practice requirements
- Certification status

### Project Managers

Your Project Manager is responsible for coordinating all aspects of the overall delivery process. Your Project Manager is available to answer questions regarding the following:

- User account maintenance
- Scan scheduling
- Conference calls and onsite visit agendas
- Descriptions of program components
- Action items
- Project status

### TruIntelligence Security Knowledge Network

Should you have a security-related question requiring additional research and knowledge, that question can be forwarded to our experts in our Intel, Research and ICESA Labs organizations. These security professionals can also be available for conference calls and discussions surrounding pertinent product or market issues or questions.

## Service Performance Measurements

| General Service Response                                                                                                                                                                                                                                                                                                           | Response Time     | Resource               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------|
| Maximum time to respond to general customer inquiry. A general inquiry may include the following: <ul style="list-style-type: none"> <li>Scheduling</li> <li>Conference call or onsite agenda</li> <li>Description of deliverable</li> <li>Deliverable status</li> <li>Project status</li> <li>User Account Maintenance</li> </ul> | Next Business Day | Project Manager        |
| Maximum time to respond to routine technical customer inquiry. A routine technical inquiry may include the following: <ul style="list-style-type: none"> <li>Scan Results</li> <li>TruSecure Methodology</li> <li>Essential Practice Requirements</li> <li>Certification Status</li> <li>Research Request</li> </ul>               | Next Business Day | Security Analyst       |
| Maximum time to respond to security incidents (i.e. hacking, virus, defacement, denial of service)                                                                                                                                                                                                                                 | 30 minutes        | Incident Response Team |
| Maximum time to respond to remote scan related emergencies.                                                                                                                                                                                                                                                                        | 30 minutes        | T-SOC                  |
| TruSecure Action Alerts                                                                                                                                                                                                                                                                                                            | N/A               | Security Analyst       |
| TruSecure Portal (ERM) system availability                                                                                                                                                                                                                                                                                         | 95.00%            | Helpdesk               |
| <b>Reports</b>                                                                                                                                                                                                                                                                                                                     |                   |                        |
| <i>Perimeter Discovery Scan Report</i>                                                                                                                                                                                                                                                                                             |                   |                        |
| Expert analysis of scans                                                                                                                                                                                                                                                                                                           | 7 business days   | Security Analyst       |
| Reporting Frequency                                                                                                                                                                                                                                                                                                                | As necessary      | N/A                    |
| <i>External Perimeter Risk Assessment Report</i>                                                                                                                                                                                                                                                                                   |                   |                        |
| Expert analysis of scans                                                                                                                                                                                                                                                                                                           | 7 business days   | Security Analyst       |
| Reporting Frequency                                                                                                                                                                                                                                                                                                                | Quarterly         | N/A                    |
| <i>Internal Perimeter Risk Assessment Report</i>                                                                                                                                                                                                                                                                                   |                   |                        |
| Expert analysis of scans                                                                                                                                                                                                                                                                                                           | 15 business days  | Security Analyst       |
| Reporting Frequency                                                                                                                                                                                                                                                                                                                | Annually          | N/A                    |
| <i>Post-Certification Management Report</i>                                                                                                                                                                                                                                                                                        |                   |                        |
| Reporting Frequency                                                                                                                                                                                                                                                                                                                | Annually          | Security Analyst       |
| <i>Assessor's Report of Certification</i>                                                                                                                                                                                                                                                                                          |                   |                        |
| Reporting Frequency                                                                                                                                                                                                                                                                                                                | One Time          | Security Analyst       |

### TruSecure Security Event Support

TruSecure backs its Risk Management Program with a foundation-level of emergency response support called Security Assurance First Emergency Response (SAFER) team. This support package will provide Fort Bend County MIS and Libraries with initial emergency triage assistance in the event a suspected breach has occurred, and is applicable to any site that is currently contracted with and undergoing the TruSecure Risk Management Program.

The following incidents qualify as a breach, and will enable the engagement of the SAFER event response team:

Any documented adverse security event in relation to the security of computer systems or computer networks that can be categorized as:

- Attempts (failed or successful) to gain unauthorized access to a system or its data
- Denial of service (DDoS) caused by malicious unnatural events
- Unauthorized malicious use of a system for the processing or storage of data
- Loss of Internet e-mail or transactional services due to malicious activity
- Public defacement of a web page (by hostile modification of publicly viewable HTML code)
- Malicious alteration, damage, or destruction of sensitive or important data
- Loss of information by malicious eavesdropping of an encrypted link or session, such as a VPN or SSL session.

### SAFER Team Support

Within approximately 30 minutes from the initial contact of Fort Bend County MIS and Libraries with the TruSecure Helpdesk, the SAFER team shall provide the following types of assistance:

- Provide assistance in analyzing apparent network/system security breaches (i.e., denial of service attacks, virus/trojan/worm infections, etc.).
- Provide assistance in recovery methods and tactics from an apparent security-related incident.
- Assist with initial research during a security-related incident as defined, and provide appropriate assistance to meet foundation-level IR objectives; additional Investigative Response work that involves pursuing legal action or relevant follow through by TruSecure is not included and must be contracted for separately from this engagement (TS Investigative Response – Phase 1).
- Perform liaison duties with the TruSecure Investigative Response Team, if contracted for follow-on IR services.

Your TruSecure RMP – Perimeter engagement includes up to four (4) hours of phone and e-mail support, per qualified incident, during the course of the contracted period at no additional cost. Any efforts beyond the initial 4 hours that require more specific and enhanced Investigative Response services than those items above, would be available under a separate Investigative Response Phase I contract (summarized below).

### Investigative Response Services – Phase I

Available under a separate Statement of Services, TruSecure's Investigative Response Service expands on the core SAFER services defined above, to provide customers with the added ability to call upon an experienced investigative team to provide comprehensive computer forensics, analysis, prosecutorial decision-making support, and case management activities in support of investigations. Investigative Response Services – Phase I provides organizations that have recently experienced an event with the ability to get world-class computer forensics investigators involved and working to provide evidentiary gathering, analysis and effective mitigations to stop repeat events from occurring. These services would include:

- Four business days of dedicated resources of the TruSecure Investigative Response Team
- IS/Recon Investigation
- Phone-based evidence collection and support
- On-site forensic/evidence to TruSecure forensics lab
- Client briefing prior to law enforcement involvement
- Assistance in preparing legal response
- Assistance in working with law enforcement and regulatory agencies
- Development of a continued action plan



**Customer Points of Contact**

Customer shall include the name and phone number for the appropriate contacts below.

|                                                                                                                           |                                           |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Technical Contacts:</b><br><br>Escalation contacts in<br>case of any incidents,<br>emergencies or missed<br>milestones | First point of contact (Technical Leader) |
|                                                                                                                           | Charles "David" King: 281-341-4570        |
|                                                                                                                           | Second point of contact (Project Sponsor) |
|                                                                                                                           | Jill Sumpter: 281-341-2630                |
|                                                                                                                           | Third point of contact (Management)       |
|                                                                                                                           | Connie Heinecke: 281-341-4570             |

**Agreed to by:**

|                              |                                                     |
|------------------------------|-----------------------------------------------------|
| <b>TruSecure Corporation</b> | <b>Customer: Fort Bend County MIS and Libraries</b> |
| Authorized Signature:        | Authorized Signature:                               |
| Name (print):                | Name (print):                                       |
| Title:                       | Title:                                              |
| Date: December 31, 2004      | Date: December 31, 2004                             |

STATE OF TEXAS           §  
COUNTY OF FORT BEND §

ADDENDUM TO AGREEMENT BETWEEN FORT BEND COUNTY  
AND TRUSECURE CORPORATION

THIS ADDENDUM, entered into by and between Fort Bend County, a body corporate and politic, and TruSecure Corporation, a corporation authorized to conduct business in the State of Texas.

WITNESSETH:

THAT WHEREAS, the parties have entered into a 'Master Services Agreement,' a copy of which is attached as Exhibit "A" and incorporated by reference herein for all purposes; and,

WHEREAS, the parties desire to amend, add to or delete certain terms thereof;

NOW THEREFORE, the parties agree that the following terms shall apply in addition to or in lieu of the terms of the 'Master Services Agreement.'

I.

TERM

1.01           The term of this Agreement shall commence on the date the last party signs the Agreement and shall continue for one (1) year. This Agreement shall not renew automatically.

1.02           This Agreement may be terminated by either party by giving thirty (30) days written notice.

II.

PAYMENT

2.01           The parties understand and agree that services will be provided to the County for an amount not to exceed \$55,165.00. Any and all alterations, attachments or specifications required that necessitate additional charges shall be made only with prior written agreement of same to the proper party.

2.02           The parties understand and agreed that the County cannot expend funds in

advance of services being provided. Said services shall be due and payable upon submission of an invoice covering the services rendered, and continuing as long as this contract and agreement is in full force and effect pursuant to the terms contained herein.

2.02 Payment shall be made within a reasonable time following receipt of invoice.

### III.

#### TAXES

3.01 Fort Bend County, Texas, is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

### IV.

#### NO ADDITIONAL COSTS

4.01 It is expressly understood and agreed that County has available the total maximum sum of \$55,165.00 fund here certified by the County Auditor of Fort Bend County, Texas, for the purpose of satisfying County's obligations. Any additional costs, liquidated damages and fees, stated in Exhibit "A" if any, are void for all purposes.

### V.

#### ARBITRATION

5.01 Fort Bend County is in favor of and promotes alternative dispute resolution methods. However, Fort Bend County retains all rights and remedies provided by law. Fort Bend County does not agree to resolve any and all disputes by binding arbitration arising from or in relation to this agreement and transaction.

### VI.

#### HOLD HARMLESS AND INDEMNIFY

6.01 The parties agree that under the Constitution and laws of the State of Texas, Fort

Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to indemnifying or holding or saving harmless for any reason are hereby deleted. The penalties and remedies provided by agreement do not limit common law remedies of tort, contract, or equity, including a suit for damages, injunction, or mandamus.

## VII.

### CONFIDENTIAL INFORMATION

7.01 To the extent, if any, that any provision in the Agreement (Exhibit "A") is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that TruSecure Corporation, its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General.

## VIII.

### MISCELLANEOUS

8.01 This Agreement 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. In the event of suit to enforce this Agreement, venue shall lie in Fort Bend County, Texas.

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

8.03 TruSecure Corporation shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

8.04 The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

8.05 Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

8.06 If there is a conflict between this Addendum and Exhibit "A," the provisions of the Addendum shall prevail.

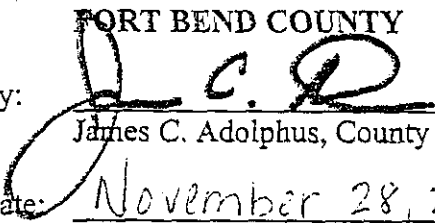
**IX.**  
**NOTICES**

9.01 Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, as follows:

|            |                                                                                                                                          |
|------------|------------------------------------------------------------------------------------------------------------------------------------------|
| To County: | County Judge<br>Fort Bend County<br>301 Jackson, Suite 719<br>Richmond, Texas 77406                                                      |
| To:        | TruSecure Corporation<br>12379-C Sunrise Valley Drive<br>Reston, VA 20191                                                                |
| Copy to:   | Connie Heinecke<br>Technical Services Director<br>Management Information Services<br>500 Liberty St., Suite 212<br>Richmond, Texas 77469 |

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

**FORT BEND COUNTY**

By:   
James C. Adolphus, County Judge

Date: November 28, 2000

**ATTEST:**

\_\_\_\_\_  
Dianne Wilson, County Clerk

AS PER ORIGINAL

TRUSECURE CORPORATION

By:  for TRUSECURE CORPORATION  
Authorized Agent - Signature

Printed Name: EDUARDO D LANKER

Title: VP Finance & Admin

Date: 11-16-00

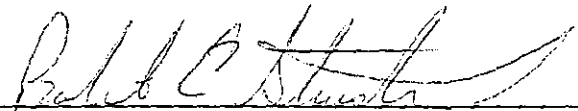
ATTEST:

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AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$55,165.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
County Auditor

MER:TruSecure Corporation/ICSA.doc:3556:(111300)

PRIVILEGED AND CONFIDENTIAL

AS PER ORIGINAL

10/30/00

TRUSECURE CORPORATION MASTER SERVICES AGREEMENT  
EXHIBIT A

This TruSecure Corporation Master Services Agreement covers all services acquired by the customer identified below ("Customer") from TruSecure Corporation. This Agreement and any executed Proposal(s) (collectively the "Agreement") are the complete agreement regarding those services and replace any prior oral or written communications between the parties.

1. **Structure of Agreement.** Additional terms governing the services to be provided under this Agreement are contained in the applicable Proposal(s). When signed on behalf of TruSecure Corporation and Customer, each such Proposal becomes part of this Agreement, effective as of the date of the later signature on such Proposal. If there is a conflict between the terms of this Master Services Agreement and the terms of any Proposal, the terms of this Master Services Agreement prevail over the terms of the Proposal.

2. **ICSA.net Services.** TruSecure Corporation shall perform the services described in each Proposal during the period and upon the terms and conditions specified in that Proposal.

3. **Billing & Payment Terms.** Customer agrees to pay the Price specified in each Proposal for the corresponding services and to pay any pre-approved travel or other pre-approved out of pocket expenses as defined in the applicable Proposal. Unless specific payment terms are defined in the applicable proposal, payment shall be due within 30 days of the effective date or yearly anniversary date of the applicable Proposal. Customer shall pay any and all taxes applicable to the services provided under this Agreement, excluding taxes based on TruSecure Corporation's income. Any amount payable by Customer that is not paid when due shall bear interest at the lower of 18% per annum or the maximum legal rate. TruSecure Corporation may, in addition to asserting any of its other rights, suspend any further services and the Customer's right to use the TruSecure Marks if Customer's non-payment continues beyond 30 days.

4. **Term and Termination.** This Agreement shall become effective on the date of the later signature below and shall continue in effect until terminated as specified in this Section 4 (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party, unless such breach is cured within 30 days of receipt of written notice of such breach. Either party may terminate this Agreement by written notice to the other party following the expiration or termination of its obligations under all Proposal(s). The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement including, without limitation, Sections 5-11, shall survive any such expiration, termination or cancellation.

5. **Intellectual Property Rights.** Each party agrees that except for any licenses specifically granted in an applicable Proposal, it

shall acquire no right, title or interest in or to the other party's information, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other by virtue of the service provided or materials delivered pursuant to this Agreement. Neither party shall use the other party's trademarks, service marks, trade names or product names other than as explicitly set forth in this Agreement. During the term of this Agreement, TruSecure Corporation may include Customer's name in a list of Customers on its website or in promotional materials or as a reference in sales presentations. If Customer is granted the right to use any TruSecure Certification Seal or Logo (the "ICSA.net Marks") under the terms of any Proposal, it may do so only during the period specified in that Proposal and subject to the then-current Guidelines for Use of the TruSecure Marks.

6. **Representations and Warranties.**

6.1 **Mutual.** Each party represents and warrants to the other that (a) it has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform fully all of the services and other obligations contemplated by this Agreement; (b) the consent of no other person or entity is necessary for it to enter into and fully perform this Agreement; and (c) it has not done and will not do any act and has not made and will not make any grant, assignment or agreement that will or might conflict or interfere with the complete enjoyment of all of the other party's rights under this Agreement.

6.2 **No Other Warranties.** ALL SERVICES AND DELIVERABLES PROVIDED BY TRUSECURE CORPORATION ARE PROVIDED "AS IS". EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 6.1, TRUSECURE CORPORATION DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRUSECURE CORPORATION DOES NOT WARRANT THAT THE TRUSECURE SERVICES OR ANY COMPONENT THEREOF WILL MEET THE NEEDS OF CUSTOMER, AND DOES NOT GUARANTEE THAT CUSTOMER'S NETWORK, COMPUTER SYSTEMS, OR ANY PORTIONS THEREOF ARE SECURE. CUSTOMER ACKNOWLEDGES THAT IMPENETRABLE SECURITY CANNOT BE ATTAINED IN REAL-WORLD ENVIRONMENTS AND THAT TRUSECURE

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CORPORATION DOES NOT GUARANTEE PROTECTION AGAINST BREACHES OF SECURITY.

6.3 No Warranties to Third Parties. Neither TruSecure Corporation nor Customer will make any warranties on behalf of the other to any third party, without the prior written consent of the other party.

7. Mutual Indemnity. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other, and any of its parent and affiliated companies, and the present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents of any of these, and their successors, heirs and assigns (each, an "Indemnified Party") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) incurred by the Indemnified Party as the result of any claim by a third party arising out of the Indemnifying Party's breach of any representation or warranty under this Agreement or caused by the Indemnifying Party's gross negligence or willful misconduct. The Indemnified Party shall promptly notify the Indemnifying Party of any potential claim covered by this indemnity, and shall cooperate with the Indemnifying Party in the investigation and defense of the same.

8. Limitation of Liability. WITH THE EXCEPTION OF THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY OR ANY THIRD PARTY, OR FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH PARTY RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. IN NO EVENT SHALL TRUSECURE CORPORATION'S AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, FRAUD, MALPRACTICE, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE AMOUNTS PAID OR TO BE PAID TO TRUSECURE CORPORATION DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY CUSTOMER. THIS AGREEMENT ALLOCATES RISKS BETWEEN TRUSECURE CORPORATION AND CUSTOMER; TRUSECURE CORPORATION'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION.

9. Dispute Resolution & Escalation Policy. Each party agrees that any and all claims, controversies and disputes between the parties that arise out of or relate to this Agreement shall be resolved in accordance with the procedures set forth in this Section 9.

9.1 Designation of Dispute. A party (the "Complaining Party") that believes that the other (the "Responding Party") is in breach of this Agreement, in any particular, shall deliver written notification to the Responding Party, setting forth in reasonable detail the breach for which the Complaining Party seeks redress, along with a specific request for relief. The Responding Party shall have 15 business days from receipt to provide a written reply. The reply shall contain a response to the allegations contained in the notice or an agreement to provide the relief requested. Upon receipt of the reply, the Complaining Party shall provide written notice to the Responding Party either that the dispute has been resolved satisfactorily or that the Complaining Party is invoking the escalation procedure set forth in Section 9.2.

9.2 Escalation Procedure. In the event that the parties are unable to resolve a dispute in the manner described in Section 9.1, each party agrees to designate a single representative to attempt to resolve the dispute. Each party's representative shall be a senior executive who shall have all necessary authority to bind the party contractually and to resolve the dispute. The designated representatives shall meet for a period of nine hours necessary to resolve the dispute, or a minimum of eight hours, at a location to be mutually agreed upon by the parties, in an effort to resolve the dispute. In the event that mutual agreement regarding the location of such meeting cannot be reached, the meeting will take place at TruSecure Corporation's offices in Reston, Virginia.

9.3 Mandatory Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof that the parties are unable to resolve in the manner set forth in Sections 9.1 and 9.2 shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, and judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction. The place of the arbitration shall be Washington, D.C. The arbitrator may issue awards of compensatory damages, but shall have no authority to award indirect, incidental, consequential, special, exemplary or punitive damages. The arbitrator shall be experienced and knowledgeable in the computer technology industry. The arbitrator shall provide the parties with a written description of the reasons for any award or decision rendered.

10. Confidential Information. Each party acknowledges that it and its employees or agents may, in the course of the Agreement, be exposed to or acquire information that is proprietary or confidential to the other party. "Confidential Information" shall include: (a) any information relating to a party's research, development, trade secrets, processes, procedures, formulas, business practices, business plans, strategies, budgets, customer and vendor relationships, financial information and other similar business information of a confidential nature; (b) other



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proprietary information, results of remote assessments, technical guides, technical data or know-how, including, but not limited to, that which relates to Customer's hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, security policies, passwords, access codes and the like, router, firewall and other such equipment's configuration information, filtering configurations, or any other information directly relating to the integrity or security of the Customer network or computer systems; (c) the methods, systems, data and materials used or provided by TruSecure Corporation in the performance of services pursuant to this Agreement; and (d) the results of TruSecure Corporation's assessment of Customer and all reports issued in connection to the results. The term "Confidential Information" shall not include information that is (a) known to the receiving party prior to disclosure by the disclosing party or its personnel; (b) publicly available through no act or omission of the receiving party; (c) lawfully received by the receiving party from a third party (other than the disclosing party's former or current personnel) that is not under any confidentiality obligation to the disclosing party; or (d) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer's computer network or computer systems. Each party agrees to use Confidential Information received from the other party pursuant this Agreement solely in connection with the performance of such party's obligations under this Agreement. Each party further agrees promptly to advise the other party in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information of the other party that may come to its attention and to take all steps reasonably requested by the disclosing party to limit, restrict or otherwise remedy such misappropriation, disclosure or use. Each party agrees to use reasonable measures, no less stringent than those measures used by the party to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from disclosure to any third party. Unless authorized to do so in writing by the other party, neither party, nor any third party acting on either's behalf, will for any reason use or disclose to any person any of the other party's Confidential Information. The term "person" as used in this Section shall be interpreted to include, without limitation, any individual, partnership, corporation or other entity. Nothing in this Agreement shall be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as expressly stated in this Agreement. In the event that a party is required to disclose Confidential Information to a court or governmental agency or pursuant to any other applicable law, such party shall, to the extent practicable prior to such disclosure, and as soon as practicable and by the best available means, notify the other party to allow it an adequate opportunity to object to the disclosure order or to take other actions to preserve the confidentiality of the information. Prior to any disclosure pursuant to this Section 10, a party required to

disclose Confidential Information shall cooperate with the party claiming confidentiality of the information in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

11. General Provisions. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party from whom such waiver or excuse is claimed. No such waiver shall be deemed a waiver of any preceding or succeeding breach or right in the same or in any other provisions hereof. Any amendment of this Agreement shall be in writing and signed by both parties. Section numbers and headings are used for convenience and are not to be construed as limitations of the substance of any provision. This Agreement shall be interpreted under the laws of the Commonwealth of Virginia. With the exception of a party's obligation to make payments properly due to the other party, neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond that party's control. Neither this Agreement nor any right or obligation arising hereunder may be assigned (voluntarily, by operation of law, or otherwise), in whole or in part, by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that either party shall have the right, upon written notice to the other party, to assign this Agreement to any person or entity that acquires all or substantially all of such party's business or assets. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties may sign facsimile copies of this Agreement which shall each be deemed originals.

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Intending to be legally bound, TruSecure Corporation and Customer have caused this Agreement to be executed by their authorized representatives effective as of the date of the later signature below.

Agreed to:

TruSecure Corporation  
12379-C Sunrise Valley Drive  
Reston, VA 20191

CUSTOMER

Company Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

By: [Signature]By: [Signature] TRUSECURE CORPORATIONPrint Name: BRYAN D. LEUKERTitle: VP Finance & AdminDate: 11-16-00By: [Signature]Print Name: James C. AdolphusTitle: County JudgeDate: November 28, 2000

RECORDED ON 1-20-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY  
FOR THE FISCAL YEAR 2005

On this the 11<sup>th</sup> day of January, 2005 at a regular session of  
Commissioners' Court with the following present:

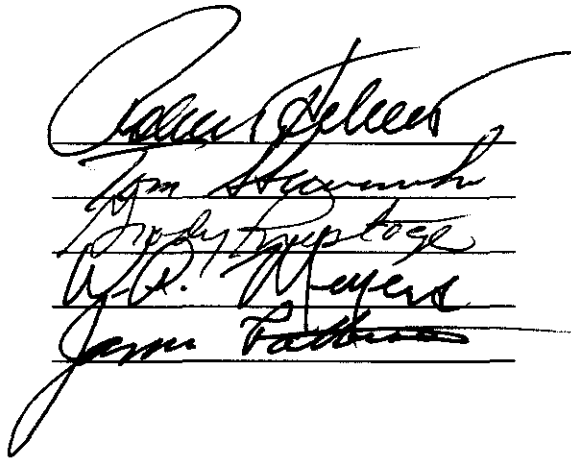
County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

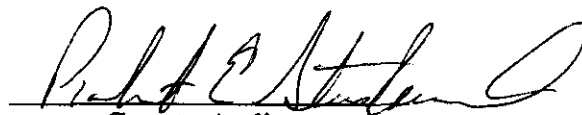
Commissioner, Precinct 3

Commissioner, Precinct 4



Now, therefore, be it resolved upon the motions of Commissioner STAVINOKA  
and seconded by Commissioner Prestage, duly put and carried, it is ordered  
that the bills be approved in the amount up to \$ 1,185,109.62 as presented by  
Robert Ed Sturdivant, County Auditor.

\*\*\*\*\*APPROVED\*\*\*\*\*

  
County Auditor

Date: \_\_\_\_\_

Time Reconvened: \_\_\_\_\_

Time Adjourned or Recessed: \_\_\_\_\_

# Fort Bend County

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## Scheduled Disbursements for January 11, 2005

Except as indicated all checks will be released after Commissioners' Court on January 11, 2005

| Payment Date | Vendor Name                    | Vendor Payment | Total 2005 Payments |         |
|--------------|--------------------------------|----------------|---------------------|---------|
| 1/11/2005    | 2M BUSINESS PRODUCTS, INC      | 313.33         | 28,178.94           |         |
| 1/11/2005    | A & A PUMP CO, INC             | 394.50         | 394.50              |         |
| 1/11/2005    | A J FOYT PAINT & SUPPLIES      | 149.21         | 3,037.94            |         |
| 1/11/2005    | ACETYLENE OXYGEN COMPANY       | 174.61         | 824.02              |         |
| 1/11/2005    | ADAIR, JENNIFER                | 172.15         | 290.95              |         |
| 1/11/2005    | ADAMS, MICHELLE L              | 450.00         | 7,995.00            |         |
| 1/11/2005    | ADOLESCENT POWER PROGRAM, INC  | 2,400.00       | 9,760.00            |         |
| 1/11/2005    | ADP, INC                       | 5,215.22       | 47,176.76           |         |
| 1/11/2005    | ADVANCED SAFE AND LOCK         | 238.10         | 2,229.57            |         |
| 1/5/2005     | AMERICAN FAMILY LIFE INSURANCE | 6,957.19       | 41,767.09           | Note: 1 |
| 1/5/2005     | AMERICAN HERITAGE LIFE INS     | 601.84         | 4,525.60            | Note: 1 |
| 1/11/2005    | AMERICAN PLANNING ASSOCIATION  | 334.00         | 1,047.00            |         |
| 1/11/2005    | AMTECH ELEVATOR SERVICES       | 395.00         | 5,600.00            |         |
| 1/11/2005    | APRISA TECHNOLOGY LLC          | 6,072.00       | 31,932.48           |         |
| 1/11/2005    | ARNOLD, KEVIN DARNELL          | 950.00         | 4,225.00            |         |
| 1/11/2005    | ASHFORD, ERIC                  | 400.00         | 5,120.00            |         |
| 1/11/2005    | AUTO TRUCK APPRAISERS, INC     | 221.00         | 1,292.50            |         |
| 1/11/2005    | AVES AUDIO VISUAL SYSTEMS, INC | 1,935.00       | 10,359.00           |         |
| 1/11/2005    | AVOTAYNU, INC                  | 92.50          | 92.50               |         |
| 1/11/2005    | AZTEC RENTAL CENTER, INC       | 1,580.00       | 2,173.63            |         |
| 1/11/2005    | BADO EQUIPMENT SERVICE CO, INC | 668.85         | 3,119.68            |         |
| 1/11/2005    | BAILES, RICHARD                | 126.42         | 357.42              |         |
| 1/11/2005    | BAILEY, RAHN K., MD            | 1,500.00       | 2,700.00            |         |
| 1/11/2005    | BAKE-O BODY & PAINT, INC       | 1,385.86       | 4,377.23            |         |
| 1/11/2005    | BAKER & TAYLOR INC             | 983.78         | 10,715.40           |         |
| 1/11/2005    | BALFOUR COMPANY                | 275.00         | 275.00              |         |
| 1/11/2005    | BANKSTON, DONALD W             | 850.00         | 5,255.00            |         |
| 1/11/2005    | BARNES & NOBLE INC             | 94.22          | 13,612.50           |         |
| 1/11/2005    | BASS CONSTRUCTION COMPANY INC  | 54,057.81      | 544,255.43          |         |
| 1/11/2005    | BBC AUDIOBOOKS AMERICA         | 896.09         | 2,946.77            |         |
| 1/11/2005    | BECERRA, JAMES CHRISTIAN       | 650.00         | 8,895.00            |         |
| 1/11/2005    | BECERRA, MARIA                 | 51.00          | 140.25              |         |
| 1/11/2005    | B-K PLUMBING & AARON RAMOS     | 6,705.00       | 6,705.00            |         |
| 1/11/2005    | BLACK, KATHLEEN J              | 413.47         | 413.47              |         |
| 1/11/2005    | BLANKENSHIP, JACQUELINE        | 150.00         | 150.00              |         |
| 1/11/2005    | BOB BARKER COMPANY INC         | 243.75         | 3,672.97            |         |
| 1/11/2005    | BOOKS ON TAPE INC              | 129.60         | 3,331.80            |         |
| 1/11/2005    | BOUND TREE MEDICAL, LLC        | 365.00         | 46,380.60           |         |
| 1/11/2005    | BRAUN, JEFF                    | 97.13          | 1,084.79            |         |
| 1/5/2005     | BRAZOS VALLEY CREDIT UNION     | 139,025.24     | 965,381.38          | Note: 1 |
| 1/11/2005    | BRENHAM WHOLESALE GROCERY CO   | 32,884.53      | 233,070.65          |         |
| 1/5/2005     | BRIDGES, JESICA                | 92.31          | 646.17              | Note: 1 |
| 1/11/2005    | BROWN, PEARLIE                 | 77.50          | 407.50              |         |
| 1/11/2005    | BRYANT, KEN                    | 4,485.00       | 24,970.00           |         |
| 1/11/2005    | BURGER, JAMES                  | 194.30         | 270.52              |         |
| 1/11/2005    | BURGESS, JACQUELINE            | 40.13          | 199.88              |         |
| 1/11/2005    | CAPETILLO, M. NANCY, CSR       | 428.52         | 1,236.52            |         |
| 1/11/2005    | CENTRAL HARDWARE NO 2, LLC     | 230.33         | 3,730.56            |         |
| 1/11/2005    | CHANNING BETE COMPANY          | 330.63         | 368.28              |         |
| 1/11/2005    | CINGULAR WIRELESS              | 672.63         | 12,314.49           |         |
| 1/11/2005    | CITY OF HOUSTON, WATER DEPT    | 283.52         | 1,709.70            |         |
| 1/11/2005    | CITY OF NEEDVILLE              | 16,665.21      | 249,812.66          |         |

| Payment<br>Date | Vendor Name                    | Vendor<br>Payment | Total 2005<br>Payments |         |
|-----------------|--------------------------------|-------------------|------------------------|---------|
| 1/11/2005       | CITY OF ROSENBERG              | 350.19            | 38,051.47              |         |
| 1/5/2005        | CLEARINGHOUSE                  | 189.53            | 1,326.71               | Note: 1 |
| 1/11/2005       | CLEMTEX                        | 289.00            | 534.25                 |         |
| 1/11/2005       | CLINICAL PATHOLOGY LABS, INC   | 793.43            | 10,928.11              |         |
| 1/11/2005       | COASTAL BUTANE SERVICE CO.     | 300.00            | 4,709.00               |         |
| 1/5/2005        | COLONIAL LIFE & ACCIDENT INS   | 2,039.07          | 13,371.41              | Note: 1 |
| 1/11/2005       | COMMUNITY COFFEE COMPANY, LLC  | 121.10            | 422.45                 |         |
| 1/11/2005       | COMPACT DISC SOURCE            | 598.81            | 2,719.64               |         |
| 1/11/2005       | CONROE WOOD PRODUCTS, INC      | 12,950.48         | 15,909.80              |         |
| 1/11/2005       | CORRECTIONAL COUNSELING, INC   | 600.00            | 6,378.17               |         |
| 1/11/2005       | COUNTERFORCE USA               | 75.00             | 75.00                  |         |
| 1/11/2005       | COUNTY JUDGES & COMMISSIONERS  | 160.00            | 320.00                 |         |
| 1/11/2005       | CRAWFORD, LORAINÉ              | 550.50            | 1,274.00               |         |
| 1/11/2005       | CROSSWORD TRANSLATION          | 425.00            | 3,335.00               |         |
| 1/11/2005       | CROWLEY, JAMES SIDNEY          | 975.00            | 7,030.00               |         |
| 1/11/2005       | CRUMB, CHARLES K., M.D.        | 40.42             | 40.42                  |         |
| 1/11/2005       | DANBURY LAKE MANAGEMENT        | 226.28            | 2,231.83               |         |
| 1/11/2005       | DARLING INTERNATIONAL, INC.    | 35.00             | 875.00                 |         |
| 1/11/2005       | DAVIDOFF, MARCIA               | 350.00            | 3,800.00               |         |
| 1/11/2005       | DAVIS BROTHERS AUTO SUPPLY     | 52.90             | 14,564.26              |         |
| 1/11/2005       | DELEGARD TOOL COMPANY          | 278.74            | 278.74                 |         |
| 1/11/2005       | DELL GOVERNMENT LEASING        | 1,121.30          | 4,412.42               |         |
| 1/11/2005       | DELL MARKETING L.P.            | 40,277.41         | 350,221.09             |         |
| 1/11/2005       | DEMARTINI, LYNN R              | 50.63             | 297.29                 |         |
| 1/5/2005        | DEPARTMENT OF SOCIAL SERVICES  | 50.88             | 203.52                 | Note: 1 |
| 1/11/2005       | DESIGN TECH BUILDERS &         | 9,722.59          | 19,638.34              |         |
| 1/11/2005       | DIAZ, MICHAEL C                | 600.00            | 5,600.00               |         |
| 1/11/2005       | DIRECT ENERGY, L.P.            | 93.79             | 2,612.01               |         |
| 1/11/2005       | DITTERT RUBBER STAMP, LTD      | 134.05            | 466.60                 |         |
| 1/11/2005       | DRURY INN                      | 160.98            | 1,483.28               |         |
| 1/11/2005       | DUB MILLER FORD, INC           | 234.38            | 1,647.44               |         |
| 1/11/2005       | ELECTION CENTER                | 259.00            | 259.00                 |         |
| 1/11/2005       | ESP OFFICE SOLUTIONS, LLC.     | 8,451.44          | 62,497.81              |         |
| 1/11/2005       | ESPARZA, LYDIA                 | 8.25              | 16.50                  |         |
| 1/11/2005       | EVANS CONSTRUCTION COMPANY     | 8,538.40          | 28,623.40              |         |
| 1/11/2005       | EXECUTIVE EXCELLENCE           | 129.00            | 129.00                 |         |
| 1/11/2005       | FADEN, CARY M                  | 11,425.00         | 16,710.00              |         |
| 1/5/2005        | FBC CHILD SUPPORT              | 299.99            | 2,099.93               | Note: 1 |
| 1/5/2005        | FBC EMPLOYEE BENEFIT FUND #400 | 82,468.41         | 612,916.75             | Note: 1 |
| 1/5/2005        | FBC SECTION 125                | 9,697.21          | 71,514.87              | Note: 1 |
| 1/11/2005       | FEDEX                          | 20.13             | 889.26                 |         |
| 1/11/2005       | FIRST CHOICE POWER, INC        | 169.24            | 687.00                 |         |
| 1/11/2005       | FIRST SOUTHWESTERN TITLE       | 16,895.51         | 51,841.56              |         |
| 1/11/2005       | FLOWERS BAKING COMPANY         | 1,365.24          | 16,031.01              |         |
| 1/11/2005       | FORT BEND CARDIOLOGY, PA       | 329.62            | 2,982.60               |         |
| 1/11/2005       | FORT BEND CO WCID #2           | 19.10             | 427.97                 |         |
| 1/5/2005        | FORT BEND COUNTY DEPUTY        | 1,478.02          | 10,452.23              | Note: 1 |
| 1/5/2005        | FORT BEND COUNTY GENERAL FUND  | 157.32            | 1,076.70               | Note: 1 |
| 1/11/2005       | FORT BEND FAMILY HEALTH CENTER | 36,711.46         | 170,945.50             |         |
| 1/11/2005       | FORT BEND HEART CLINIC         | 194.88            | 2,679.31               |         |
| 1/11/2005       | FORT BEND SENIOR CITIZENS, INC | 2,037.03          | 95,953.47              |         |
| 1/11/2005       | FORT BEND STAR                 | 35.00             | 35.00                  |         |
| 1/11/2005       | FRALEY, FRANK J                | 575.00            | 5,130.00               |         |
| 1/11/2005       | G & K SERVICES                 | 805.38            | 31,877.04              |         |
| 1/11/2005       | G T DISTRIBUTORS, INC          | 93.75             | 14,496.70              |         |
| 1/11/2005       | GALLERY FURNITURE              | 1,359.97          | 4,299.87               |         |
| 1/5/2005        | GALVESTON CO DISTRICT CLERK    | 75.00             | 525.00                 | Note: 1 |
| 1/11/2005       | GARCIA, CHRIS                  | 166.80            | 166.80                 |         |

| Payment<br>Date | Vendor Name                    | Vendor<br>Payment | Total 2005<br>Payments |         |
|-----------------|--------------------------------|-------------------|------------------------|---------|
| 1/11/2005       | GASTON, REGINALD L             | 114.00            | 528.00                 |         |
| 1/11/2005       | GERKEN, DANIEL E               | 79.69             | 663.93                 |         |
| 1/11/2005       | GEXA ENERGY CORP               | 150.00            | 830.19                 |         |
| 1/11/2005       | GILBERT, STEVEN J              | 600.00            | 6,400.00               |         |
| 1/11/2005       | GILLEN PEST CONTROL, INC.      | 315.00            | 3,486.00               |         |
| 1/11/2005       | GLOBAL GOVT/EDUCATION SOLUTION | 43.48             | 280.64                 |         |
| 1/11/2005       | GLOBALSTAR, LLC                | 692.91            | 881.31                 |         |
| 1/11/2005       | GOLLAHER, KAREN, PSY D         | 1,200.00          | 4,992.50               |         |
| 1/11/2005       | GONZALEZ, RALPH                | 1,200.00          | 7,050.00               |         |
| 1/11/2005       | GRACE, MICHELE                 | 67.00             | 67.00                  |         |
| 1/11/2005       | GRAINGER PARTS OPERATIONS      | 383.94            | 12,415.96              |         |
| 1/11/2005       | GRAYLESS INSURANCE AGENCY      | 355.00            | 1,242.50               |         |
| 1/5/2005        | GREAT SOUTHERN LIFE INSURANCE  | 2,843.32          | 21,231.70              | Note: 1 |
| 1/11/2005       | GREATER HOUSTON ANESTHESIOLOGY | 1,167.42          | 4,758.36               |         |
| 1/11/2005       | GREATER HOUSTON EMERGENCY PHY  | 68.87             | 199.45                 |         |
| 1/11/2005       | GREEN MOUNTAIN ENERGY CO       | 436.99            | 586.99                 |         |
| 1/11/2005       | GULF COAST RADIOLOGY LTD       | 1,433.46          | 12,271.04              |         |
| 1/11/2005       | HALLGREN, ALICE C.             | 60.75             | 183.58                 |         |
| 1/11/2005       | HALLMARK OFFICE PRODUCTS       | 13.57             | 4,065.77               |         |
| 1/11/2005       | HAROLD ANDERSON & ASSOCIATES   | 4,616.50          | 34,205.50              |         |
| 1/11/2005       | HARRIS COUNTY CSCD             | 130.00            | 130.00                 |         |
| 1/11/2005       | HECKER, DON A                  | 1,350.00          | 11,615.00              |         |
| 1/11/2005       | HECKLER, CASSANDRA             | 4.50              | 11.25                  |         |
| 1/5/2005        | HEITKAMP, WILLIAM E.           | 436.15            | 3,053.05               | Note: 1 |
| 1/11/2005       | HERBERT A HEITMAN CO, INC      | 9.00              | 2,293.90               |         |
| 1/11/2005       | HERNANDEZ, ASECION (ACE)       | 232.50            | 915.00                 |         |
| 1/11/2005       | HOBSON, DAVID W, M D           | 28.78             | 1,823.84               |         |
| 1/11/2005       | HOLIDAY INN DOWNTOWN MKT SQ    | 186.80            | 274.30                 |         |
| 1/11/2005       | HOLIDAY INN EXPRESS-ROSENBERG  | 195.00            | 1,320.00               |         |
| 1/11/2005       | HOLIDAY INN-WESTBANK           | 281.60            | 281.60                 |         |
| 1/11/2005       | HOME DEPOT                     | 379.20            | 379.20                 |         |
| 1/11/2005       | HOME DEPOT CREDIT SERVICES     | 964.65            | 23,271.98              |         |
| 1/11/2005       | HOUSTON EYE ASSOCIATES         | 218.08            | 3,701.92               |         |
| 1/11/2005       | HOUSTON FREIGHTLINER, INC      | 1,044.00          | 13,766.55              |         |
| 1/11/2005       | HUGHES, DALLAS CRAIG           | 2,110.00          | 5,445.00               |         |
| 1/11/2005       | ICS                            | 1,320.00          | 4,510.50               |         |
| 1/11/2005       | IDC, INC                       | 5,229.00          | 40,331.00              |         |
| 1/11/2005       | IMAGE PROFILES                 | 1,953.98          | 4,208.60               |         |
| 1/11/2005       | INGRAM LIBRARY                 | 94.33             | 16,185.96              |         |
| 1/5/2005        | INTERNAL REVENUE SERVICE       | 2,034.09          | 12,429.59              | Note: 1 |
| 1/11/2005       | INTERNAL REVENUE SERVICE       | 234.00            | 12,663.59              |         |
| 1/11/2005       | JAMES HIPPLER ELECTRICAL       | 4,500.00          | 8,100.00               |         |
| 1/11/2005       | JAMESON, WALTER                | 191.62            | 191.62                 |         |
| 1/11/2005       | JOHNS, KELLY                   | 113.63            | 113.63                 |         |
| 1/5/2005        | KANSAS PAYMENT CENTER          | 115.42            | 1,507.58               | Note: 1 |
| 1/11/2005       | KENNEDY, HAROLD E              | 179.40            | 230.96                 |         |
| 1/11/2005       | KEY MAPS INC                   | 309.41            | 1,544.00               |         |
| 1/11/2005       | KINCADE, JAMES P.C.            | 1,358.00          | 4,708.00               |         |
| 1/11/2005       | KLOTZ ASSOCIATES, INC          | 1,591.93          | 42,025.52              |         |
| 1/11/2005       | KNOWLES, ROBERT                | 2,000.00          | 2,000.00               |         |
| 1/11/2005       | KROLL'S, INC                   | 72.95             | 72.95                  |         |
| 1/11/2005       | LANDTECH CONSULTANTS, INC      | 3,611.72          | 21,313.45              |         |
| 1/11/2005       | LASON SYSTEMS, INC             | 400.80            | 400.80                 |         |
| 1/11/2005       | LEAVEY, DEBBIE                 | 1,073.02          | 6,394.62               |         |
| 1/11/2005       | LINEBARGER GOGGAN BLAIR &      | 11,685.89         | 56,204.37              |         |
| 1/11/2005       | LOGIS TECH, INC                | 62.15             | 782.14                 |         |
| 1/11/2005       | LONE STAR UNIFORMS, INC.       | 15,123.20         | 63,940.55              |         |
| 1/11/2005       | LUSK, NANCY E                  | 1,725.00          | 5,750.00               |         |

| Payment<br>Date | Vendor Name                    | Vendor<br>Payment | Total 2005<br>Payments |         |
|-----------------|--------------------------------|-------------------|------------------------|---------|
| 1/11/2005       | LYTLE, PAUL MICHAEL            | 2.25              | 2.25                   |         |
| 1/11/2005       | M & D DISTRIBUTORS             | 847.57            | 847.57                 |         |
| 1/11/2005       | MARTIN, JAMES C, MD            | 80.58             | 149.99                 |         |
| 1/11/2005       | MARTINDALE-HUBBELL             | 925.00            | 925.00                 |         |
| 1/5/2005        | MATAGORDA COUNTY CHILD SUPPORT | 120.00            | 840.00                 | Note: 1 |
| 1/11/2005       | MATTHEW BENDER & CO, INC       | 304.25            | 5,419.52               |         |
| 1/11/2005       | MC DANIEL, CAROLYN             | 250.00            | 1,562.50               |         |
| 1/11/2005       | MC MEANS, JEFFREY A            | 750.00            | 3,762.50               |         |
| 1/11/2005       | MCCLURE, DAVID B               | 2,035.00          | 4,235.00               |         |
| 1/11/2005       | MCDUGAL, LARRY P               | 900.00            | 2,825.00               |         |
| 1/11/2005       | MEDTRONIC PHYSIO-CONTROL       | 333.99            | 19,002.16              |         |
| 1/11/2005       | MELTON, DOROTHY                | 232.50            | 687.50                 |         |
| 1/5/2005        | METLIFE                        | 4,248.01          | 31,512.52              | Note: 1 |
| 1/11/2005       | MEYER, JO ANN                  | 21.45             | 164.03                 |         |
| 1/11/2005       | MHHS FORT BEND HOSPITAL        | 5,208.66          | 63,116.93              |         |
| 1/11/2005       | MHHS SOUTHWEST HOSPITAL        | 4,891.50          | 31,352.67              |         |
| 1/11/2005       | MIKE KROLczyk INC              | 44.00             | 4,459.35               |         |
| 1/11/2005       | MOORE MEDICAL CORP             | 4,823.44          | 19,454.73              |         |
| 1/11/2005       | MORE DIRECT, INC               | 671.62            | 40,279.48              |         |
| 1/11/2005       | MORSE WHOLESALE PAPER CO       | 407.16            | 45,056.06              |         |
| 1/11/2005       | NACCED                         | 2,250.00          | 2,250.00               |         |
| 1/11/2005       | NAPA AUTO PARTS                | 5.98              | 192.71                 |         |
| 1/11/2005       | NATIONAL ASSOCIATION FOR COURT | 75.00             | 225.00                 |         |
| 1/11/2005       | NATIONAL BUSINESS FURNITURE    | 696.95            | 3,144.90               |         |
| 1/11/2005       | NATIONAL INSTITUTE OF          | 300.00            | 300.00                 |         |
| 1/11/2005       | NATIONAL PURCHASING INSTITUTE  | 190.00            | 190.00                 |         |
| 1/5/2005        | NATIONWIDE RETIREMENT SOLUTION | 18,062.10         | 132,849.98             | Note: 1 |
| 1/11/2005       | NEW FIRST INSURANCE            | 248.50            | 3,824.75               |         |
| 1/11/2005       | NEW JERSEY STATE ARCHIVES      | 350.00            | 350.00                 |         |
| 1/11/2005       | NEXTEL COMMUNICATIONS          | 12,045.70         | 81,728.97              |         |
| 1/11/2005       | NORTH AMERICAN HAZARDOUS       | 150.00            | 150.00                 |         |
| 1/11/2005       | NWANGUMA, GRACE                | 125.00            | 3,405.00               |         |
| 1/11/2005       | OFFICE DEPOT, INC              | 2,301.57          | 89,932.32              |         |
| 1/11/2005       | OZARKA SPRING WATER CO         | 189.56            | 8,281.78               |         |
| 1/11/2005       | PATE ENGINEERS, INC            | 27,722.50         | 132,389.00             |         |
| 1/11/2005       | PDR/RED BOOK                   | 69.90             | 69.90                  |         |
| 1/11/2005       | PEDDAMATHAM, KUMARA, MD        | 442.70            | 5,311.90               |         |
| 1/11/2005       | PETTY, WILLIAM                 | 995.99            | 995.99                 |         |
| 1/11/2005       | PINNACLE MEDICAL MGT. CORP.    | 2,030.00          | 11,180.00              |         |
| 1/11/2005       | PIPER, MARY KATHRYN            | 1,744.00          | 2,180.00               |         |
| 1/11/2005       | PLACETTE, JOHN                 | 320.00            | 1,515.00               |         |
| 1/11/2005       | PLANO MOLDING COMPANY          | 97.38             | 407.82                 |         |
| 1/11/2005       | PLANTATION M U D               | 105.87            | 105.87                 |         |
| 1/11/2005       | POSTMASTER                     | 76.00             | 16,671.00              |         |
| 1/11/2005       | PREMIER PAGING & WIRELESS      | 249.90            | 729.67                 |         |
| 1/11/2005       | PREMIUM FOODS                  | 409.50            | 19,975.62              |         |
| 1/11/2005       | PRINTING TRADE SERVICES        | 783.60            | 11,369.91              |         |
| 1/11/2005       | PRODUCTIVITY CENTER, INC       | 390.00            | 670.00                 |         |
| 1/11/2005       | PROGRESSIVE ELECTRONICS, INC   | 114.00            | 226.50                 |         |
| 1/11/2005       | PROPERTY ACQUISITION           | 1,720.00          | 15,783.50              |         |
| 1/11/2005       | PURA FLO CORPORATION           | 45.00             | 225.00                 |         |
| 1/11/2005       | RABORN, STEPHEN                | 139.51            | 139.51                 |         |
| 1/11/2005       | RANDALL FUNDING & DEVELOPMENT  | 5,000.00          | 15,000.00              |         |
| 1/11/2005       | RECORDED BOOKS, LLC            | 1,369.65          | 9,458.06               |         |
| 1/11/2005       | RELIANT ENERGY                 | 2,956.53          | 30,091.21              |         |
| 1/11/2005       | RELIANT ENERGY ENTEX           | 289.47            | 833.57                 |         |
| 1/11/2005       | RELIANT ENERGY RETAIL SERVICES | 2,291.55          | 39,335.58              |         |
| 1/11/2005       | RENAISSANCE AUSTIN HOTEL       | 1,012.00          | 3,475.30               |         |

| Payment<br>Date | Vendor Name                      | Vendor<br>Payment | Total 2005<br>Payments |         |
|-----------------|----------------------------------|-------------------|------------------------|---------|
| 1/11/2005       | RICHMOND BONE & JOINT CLINIC     | 28.78             | 9,397.23               |         |
| 1/11/2005       | ROCHESTER MIDLAND                | 888.00            | 3,187.20               |         |
| 1/11/2005       | RODRIGUEZ, ANTONIO R             | 77.50             | 305.00                 |         |
| 1/11/2005       | ROMCO EQUIPMENT COMPANY          | 135,589.28        | 136,043.83             |         |
| 1/11/2005       | ROSENBERG FEED CO INC            | 414.00            | 1,026.72               |         |
| 1/11/2005       | ROSE-RICH VET CLINIC, INC.       | 140.00            | 955.00                 |         |
| 1/11/2005       | ROTHMAN, KAREN ROMEO             | 387.50            | 5,303.00               |         |
| 1/11/2005       | RUBIN, LEONARD MITCHELL          | 2,962.50          | 12,522.50              |         |
| 1/11/2005       | RURAL TRASH SERVICE INC.         | 120.00            | 480.00                 |         |
| 1/11/2005       | S E T A P P                      | 260.00            | 260.00                 |         |
| 1/11/2005       | SAFESITE, INC                    | 30.00             | 3,022.00               |         |
| 1/11/2005       | SALINAS, LUPE                    | 52.27             | 52.27                  |         |
| 1/11/2005       | SANTOS, ROBERT L                 | 1,500.00          | 7,730.00               |         |
| 1/11/2005       | SCHEPPS DAIRY                    | 1,995.00          | 21,256.31              |         |
| 1/11/2005       | SCHOOL MEDIATION CENTER          | 183.70            | 183.70                 |         |
| 1/5/2005        | SECURITY BENEFIT LIFE INS        | 12,481.08         | 101,600.70             | Note: 1 |
| 1/11/2005       | SEE WEE'S TRAVEL                 | 173.70            | 10,414.38              |         |
| 1/11/2005       | SEMIEN, EVAN                     | 155.00            | 610.00                 |         |
| 1/11/2005       | SEYMOUR, KENNY                   | 40.00             | 120.00                 |         |
| 1/11/2005       | SHAH, PANKAJ, M.D.P.A.           | 62.23             | 195.73                 |         |
| 1/11/2005       | SHI GOVERNMENT SOLUTIONS, INC    | 4,011.20          | 120,179.95             |         |
| 1/11/2005       | SHOPPA'S FARM SUPPLY INC         | 30.73             | 8,974.32               |         |
| 1/11/2005       | SMITH, DERICK R                  | 2,610.00          | 10,945.00              |         |
| 1/11/2005       | SOUTH TEXAS MEDICAL CLINICS      | 371.83            | 371.83                 |         |
| 1/11/2005       | SOUTH TEXAS PAIN MNGMT PA        | 169.67            | 3,034.71               |         |
| 1/11/2005       | SOUTHERN NATIONAL BANK OF TX     | 12,312.93         | 50,586.06              |         |
| 1/11/2005       | SOUTHWEST SURGICAL ASSOCIATES    | 47.07             | 5,017.03               |         |
| 1/11/2005       | SPEEDWAY SHIRTS & SIGNS          | 56.00             | 13,865.61              |         |
| 1/11/2005       | SPRINT FORT BEND COUNTY          | 360.00            | 1,050.00               |         |
| 1/11/2005       | ST LOUIS UNIVERSITY              | 125.00            | 125.00                 |         |
| 1/11/2005       | STAR VIDEO PRODUCTIONS           | 170.00            | 3,825.00               |         |
| 1/11/2005       | STAT CARE OF TEXAS PA            | 977.30            | 17,048.14              |         |
| 1/11/2005       | STATE BAR OF TEXAS               | 1,350.00          | 4,046.35               |         |
| 1/5/2005        | STATE OF FLORIDA                 | 265.96            | 1,861.72               | Note: 1 |
| 1/11/2005       | STAVINOHA, TOM                   | 69.00             | 1,041.43               |         |
| 1/11/2005       | STEELE, CORINNA                  | 2,070.00          | 25,087.50              |         |
| 1/11/2005       | SULLIVAN, JAMES                  | 1,550.00          | 2,950.00               |         |
| 1/11/2005       | SUNBELT MILL SUPPLY              | 313.44            | 14,038.72              |         |
| 1/11/2005       | SW CARDIOLOGY ASSOC, PA          | 854.61            | 3,867.92               |         |
| 1/11/2005       | SWEETWATER RADIOLOGY             | 216.21            | 692.52                 |         |
| 1/7/2005        | TAC UNEMPLOYMENT FUND            | 64,281.40         | 117,792.36             | Note: 2 |
| 1/11/2005       | TACA                             | 50.00             | 250.00                 |         |
| 1/11/2005       | TAFCS                            | 130.00            | 130.00                 |         |
| 1/11/2005       | TARGET STORES                    | 3,955.21          | 19,269.52              |         |
| 1/11/2005       | TEAM SYSTEMS, INC                | 2,337.44          | 12,582.59              |         |
| 1/11/2005       | TEDSI INFRASTRUCTURE GROUP       | 13,392.00         | 49,824.00              |         |
| 1/11/2005       | TEPPCO CRUDE PIPELINE, L P       | 100,675.78        | 100,675.78             |         |
| 1/11/2005       | TERRY, T K                       | 518.75            | 7,829.00               |         |
| 1/11/2005       | TEXAS COUNTY PURSHASING ASSOC.   | 90.00             | 90.00                  |         |
| 1/11/2005       | TEXAS DEPARTMENT OF PROTECTIVE   | 8,947.00          | 17,894.00              |         |
| 1/11/2005       | TEXAS ENVIROMENTAL HEALTH        | 270.00            | 695.00                 |         |
| 1/11/2005       | TEXAS JUVENILE PROBATION COMMISS | 178.06            | 178.06                 |         |
| 1/11/2005       | TEXAS MARKING PRODUCTS, INC      | 241.53            | 1,749.00               |         |
| 1/11/2005       | TEYKL, TERI                      | 28.31             | 48.19                  |         |
| 1/5/2005        | TG                               | 212.85            | 1,231.64               | Note: 1 |
| 1/11/2005       | THE ARC OF FORT BEND COUNTY      | 3,865.60          | 5,581.04               |         |
| 1/11/2005       | THE BLUES                        | 175.00            | 350.00                 |         |
| 1/11/2005       | THOMPSON, BARBARA                | 77.50             | 305.00                 |         |



| Payment<br>Date | Vendor Name                    | Vendor<br>Payment   | Total 2005<br>Payments |         |
|-----------------|--------------------------------|---------------------|------------------------|---------|
| 1/11/2005       | THOMSON GALE                   | 2,290.06            | 43,130.95              |         |
| 1/11/2005       | TIBURON, INC                   | 8,985.00            | 118,314.00             |         |
| 1/11/2005       | T-MOBILE                       | 52.82               | 243.76                 |         |
| 1/11/2005       | TOTAL TECHNOLOGIES, LLC        | 3,190.07            | 44,040.50              |         |
| 1/11/2005       | TRAILER AXLE & PART OF HOUSTON | 9.14                | 9.14                   |         |
| 1/11/2005       | TRAVIS COUNTY CLERK            | 1,930.00            | 8,075.00               |         |
| 1/11/2005       | TREVINO, JOSE                  | 88.52               | 88.52                  |         |
| 1/11/2005       | TSAI FONG BOOKS, INC           | 211.02              | 4,479.74               |         |
| 1/11/2005       | TUCKER'S TIRE & STORAGE        | 518.05              | 518.05                 |         |
| 1/11/2005       | TURNER, RAYMOND                | 155.00              | 610.00                 |         |
| 1/11/2005       | TURNER, TOMMIE                 | 77.50               | 305.00                 |         |
| 1/5/2005        | TX ATTORNEY GENERALS OFFICE    | 15,260.26           | 105,730.06             | Note: 1 |
| 1/11/2005       | TX DEPT INFORMATION RESOURCES  | 650.62              | 5,353.93               |         |
| 1/11/2005       | UNITED PARCEL SERVICE          | 55.18               | 1,114.73               |         |
| 1/5/2005        | UNITED WAY OF THE TEXAS GULF   | 702.41              | 4,661.23               | Note: 1 |
| 1/11/2005       | UROLOGIC CONSULTANTS           | 2,830.70            | 5,902.05               |         |
| 1/11/2005       | VALADEZ, CHRISTINA             | 8.25                | 13.50                  |         |
| 1/11/2005       | VASQUEZ, PATRICK               | 11.97               | 11.97                  |         |
| 1/11/2005       | VAUGHAN, CAROL                 | 223.70              | 223.70                 |         |
| 1/11/2005       | VERIZON SOUTHWEST              | 300.90              | 8,845.73               |         |
| 1/11/2005       | VERIZON WIRELESS MESSAGING     | 239.10              | 4,453.11               |         |
| 1/11/2005       | VILLALOBOZ, LISA A             | 236.00              | 691.00                 |         |
| 1/11/2005       | WAINDEL, TRACI                 | 671.34              | 671.34                 |         |
| 1/11/2005       | WAL MART COMMUNITY BRC         | 1,047.17            | 6,511.36               |         |
| 1/11/2005       | WALKERCOM, INC.                | 794.22              | 2,513.18               |         |
| 1/11/2005       | WAL-MART #915                  | 180.63              | 180.63                 |         |
| 1/11/2005       | WAL-MART STORE-RICHMOND        | 450.00              | 13,810.00              |         |
| 1/11/2005       | WASTE MANAGEMENT               | 820.10              | 3,996.16               |         |
| 1/11/2005       | WATSON, TEANA V.               | 1,233.60            | 10,658.60              |         |
| 1/11/2005       | WEBB, JEFFREY ODE              | 820.00              | 13,806.25              |         |
| 1/11/2005       | WEST GROUP PAYMENT CENTER      | 2,623.24            | 50,759.16              |         |
| 1/5/2005        | WHARTON COUNTY CHILD           | 323.07              | 2,261.49               | Note: 1 |
| 1/11/2005       | WHITT, KENNETH J               | 114.00              | 630.00                 |         |
| 1/11/2005       | WHITTEN, JOHN C.               | 70.87               | 246.00                 |         |
| 1/11/2005       | WHOLISTIC COUNSELING SERVICES  | 2,004.00            | 4,333.00               |         |
| 1/11/2005       | WILLIAMS, JOHNNELL             | 375.00              | 5,615.00               |         |
| 1/11/2005       | WILSON, DIANNE                 | 66.67               | 1,383.96               |         |
| 1/11/2005       | WYATT RESOURCES, INC           | 5,572.34            | 59,733.40              |         |
| 1/11/2005       | YOUNG, BEVERLY                 | 405.00              | 860.00                 |         |
| 1/11/2005       | YOUNG, PRISCILLA               | 50.00               | 50.00                  |         |
|                 |                                | <u>1,185,109.62</u> |                        |         |

Note: Checks released prior to 01/11/05 for the following disbursements:

- (1): Payroll deductions of \$300,236.73 paid to outside vendors
- (2): Time sensitive payment of \$64,281.40

ORDER AUTHORIZING EXPENSES OF LITIGATION

THE STATE OF TEXAS §

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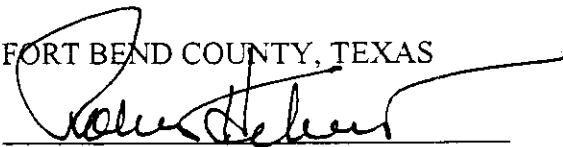
COUNTY OF FORT BEND §

On this the 11 day of January, 2005, at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, upon motion of Commissioner Patterson, seconded by Commissioner Meyers, duly put and carried;

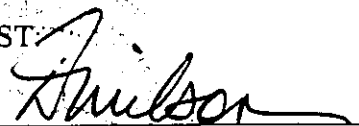
WHEREAS, the County Attorney is of the opinion that in order to properly prepare a defense in this suit, it will be necessary to incur litigation expenses for any and all costs of pre-trial, trial and appeal, including, but not limited to, discovery costs; court reporter fees; out-of-county travel, lodging and meals; parking fees; expert witness consultation and testimony fees; subpoenas; investigation expenses; printing costs for briefs; appeal and removal bonds; plus incidental costs for C.A. No. H-04-0679; Carrie McKinnie Jones vs. Fort Bend County, Texas; In the United States District Court for the Southern District of Texas, Houston Division.

IT IS ORDERED THAT BEN W. "Bud" CHILDERS, County Attorney of Fort Bend County, Texas, be, and he is hereby, authorized to incur litigation expenses as set out above in the amount of One Thousand Five Hundred and 00/100 DOLLARS (\$1,500.00) to be charged to Fund 010-068-0403-7100.

FORT BEND COUNTY, TEXAS

  
 Robert E. Hebert, County Judge

ATTEST

  
 Dianne Wilson, County Clerk

RECORDED ON 1-20-05  
 IN THE COMMISSIONER COURT  
 MINUTES OF 1-11-05

1-18-05

Original Order sent to Angela @ Co. Attorneys Office.

**TO:** Office of the County Judge  
Fort Bend County, Texas

**AGENDA ITEM**

**FROM:** Gilbert Jalomo  
County Purchasing Agent

**SUBJECT: Drainage**  
Agenda Items – Commissioners Court on January 11, 2005

**Regular Agenda:**

Take all appropriate action on Bid 05-014 – Crawler tractor with dozer blade.

cc with full package:

Commissioner Stavinoha  
Commissioner Prestage  
Commissioner Meyers  
Commissioner Patterson

Dianne Wilson  
Ed Sturdivant  
Jim Edwards  
Bud Childers

cc:

Dan Gerken - Drainage

**Tabulation**

**Purchase of New Crawler Tractor with Dozer Blade**

**Bid 05-014**

| <b>Company</b>                   | <b>Bid Price</b>                   |
|----------------------------------|------------------------------------|
| Mustang Cat<br>Houston           | \$76,988.00<br>Cat D3GLGP          |
| Rush Equipment Center<br>Houston | \$78,458.00<br>John Deere 450J LGP |

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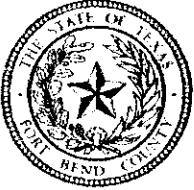
**RECAPITULATION OF BID**

|                                  |                                                |
|----------------------------------|------------------------------------------------|
| Commissioners Court approval:    | December 14 <sup>th</sup>                      |
| Legal notice run in newspaper:   | December 15 <sup>th</sup> and 22 <sup>nd</sup> |
| Individual notices mailed:       | 64                                             |
| Bid packets picked up or mailed: | 4                                              |
| Bid open date:                   | December 30 <sup>th</sup>                      |
| Bids received:                   | 2                                              |

**Recommendation: Mustang**

**Funding: Drainage 1011 – 1 each @\$76,988.00**

**Funding: Road & Bridge 1011 – 1 each @\$76,988.00**



DIANNE WILSON, Ph.D.  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

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301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

### **Re-Scan Certificate**

|                                                                   |                                                      |
|-------------------------------------------------------------------|------------------------------------------------------|
| <b>Title of Document:</b>                                         | <b>Polly Ryon Hospital Authority Lease Agreement</b> |
| <b>Date of Re-scan:</b>                                           | <b>February 18, 2005</b>                             |
| <b>Re-scan Replaces Pages:</b>                                    | <b>433-442</b>                                       |
| <b>Number of Pages:</b><br><b>(Including Re-scan Certificate)</b> | <b>12</b>                                            |
| <b>Scanner:</b>                                                   | <b>Alicia Yeomans</b>                                |
| <b>Comments:</b>                                                  | <b>Additional pages were added.</b>                  |

25C

POLLY RYON HOSPITAL AUTHORITY  
LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") made and entered into as of the first day of March 2005, by and between POLLY RYON HOSPITAL AUTHORITY, a body politic and corporate and a political subdivision of the State of Texas, duly established and created by the City of Richmond, Texas, pursuant to the Hospital Authority Act, Texas Health & Safety Code, Section 262.001 et seq. (hereinafter referred to as "Lessor"), the address of which is 1705 Jackson Street, Richmond, Fort Bend County, Texas 77469, and Fort Bend County (hereinafter referred to as "Lessee"), whose address is 401 Jackson Street, Richmond, Fort Bend County, Texas 77469;

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties hereto hereby agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, on the terms and for the rentals hereinafter set forth, space (hereinafter referred to as the "Leased Premises") in the Richmond Professional Building, situated at 1601 Main Street, Richmond, Fort Bend County, Texas 77469, described as follows, to-wit:

A suite on the second floor of the Richmond Professional Building, located at 1601 Main Street, Richmond, Fort Bend County, Texas, being Suite No. 104, containing 2,050 square feet, more or less.

2. USE. Lessee shall use the Leased Premises for the practice of medicine or dentistry as an Indigent Health Care Clinic and for no other purpose whatsoever. Lessee must be an Active or Consulting member in good standing of the Medical Staff at Polly Ryon Memorial Hospital.

3. TERM. Subject to and upon the terms and conditions hereof, this Lease shall be in effect for a term beginning on the first day of March 2005 (hereinafter referred to as the "Commencement Date") and ending twelve (12) months after the Commencement Date. The Lease shall not automatically renew. The Lease may be terminated by either party by giving thirty (30) days written notice.

4. OCCUPANCY BY LESSEE PRIOR TO THE COMMENCEMENT DATE. In the event Lessor completes any improvements agreed to be made to the Leased Premises pursuant to the provisions of Section 7 hereinafter prior to the Commencement Date, Lessee may begin possession at said time, provided that Lessee shall pay Lessor rent at said time on a proportional basis from the date Lessee obtains possession of the Leased Premises to the Commencement Date at the rental rate specified in Section 5 hereinafter.

5. RENTAL.

(a) The rental for each calendar month during the period beginning with the Commencement Date and ending at the end of the term of this Lease shall be one dollar and sixty cents (\$1.60) per square foot of space contained in the Leased Premises per month. For all purposes of this Lease, unless otherwise mutually agreed in writing, it shall be deemed that the number of square feet contained in the Leased Premises is that number of square feet set forth in Section 1 hereof.

(b) All references to "Rental" in this Lease shall include the rental referred to in Section 5(a) hereof and all other sums to be paid by Lessee to Lessor under the terms of this Lease.

6. PAYMENTS BY LESSEE. On or before the Commencement Date, Lessee shall pay to Lessor the Rental for the first month of the Lease. On or before the first day of each calendar month thereafter during the term hereof, Lessee shall pay to Lessor the rental for such month. All such payments due hereunder shall be paid in lawful money of the United States of America at the time of payment at the address set forth above,

Received Copy.

or if Lessor so requests Lessee in writing, by sending such amount to such other party or place or places as Lessor may designate from time to time in a written notice to Lessee.

7. DELINQUENT PAYMENT; HANDLING CHARGES. All delinquent (period of ten (10) days after the due date) payments shall bear a fee equal to 5% of the delinquent payment to reimburse Lessor for its cost and inconvenience incurred as a consequence of Lessee's delinquency.

8. BASIC IMPROVEMENTS AND FACILITIES. Lessor and Lessee have agreed as of the date of this Agreement to those facilities and improvements which shall be installed by Lessor at its sole cost. Lessor shall use its best efforts to cause the facilities and improvements agreed upon to be installed to be made on or before the Commencement Date, however, Lessor shall not be liable to Lessee for its failure to complete same prior to the Commencement Date. In the event Lessee requires any extras over and above the basic facilities and improvements agreed to be installed by Lessor as of the date hereof, the full cost of any such extras shall be paid in cash by Lessee upon approval of the installation thereof by Lessor.

9. IMPROVEMENTS BY LESSEE. After the Commencement Date, Lessee at its sole cost and expense shall have the right to install within the Leased Premises, all fixtures, equipment, facilities and other improvements (hereinafter referred to as "Lessee Improvements") required by Lessee for the conduct of its professional practice on the Leased Premises; provided, however, Lessee shall not install any such Lessee Improvements until the plans therefore have been approved by Lessor and shall not, without the specific written consent of Lessor, install any apparatus, device or machine within the Leased Premises that: (a) weighs in excess of 2,000 pounds individually, and which when added to all other live loads (exclusive of partitions) exceeds the equivalent of fifty pounds per square foot for the entire structural bay affected; or (b) uses electrical power in excess of 110 volts; or (c) in any way increases demands for electrical power, water or gas usually furnished for use in premises of like size that are used as medical office space in Fort Bend County or Harris County, Texas.

After obtaining Lessor's written consent, Lessee, at its sole cost, risk and expense, shall have the right to make alterations, additions or changes to the interior of the Leased Premises if such alterations, additions or changes are normal for office use, do not adversely affect the utility of the Leased Premises for future tenants, do not alter the exterior appearance of the Building or impair the structural soundness of the Leased Premises or of the Building and are not otherwise prohibited herein. All such alterations, additions or changes made by Lessee as permitted above, shall become the property of Lessor, and at Lessor's option, shall be surrendered to Lessor upon the termination (in any manner) of this Lease, but this clause shall not apply to movable personal property owned by Lessee and placed within the Leased Premises.

10. DAMAGES TO LEASED PREMISES OR BUILDING. Lessee shall pay the cost and expense incurred by Lessor in repairing or replacing any damage or injury to the Leased Premises, the Building, its improvements or its surroundings caused by Lessee, its agents, employees, invitees, licensees or visitors. Lessor shall make all such repairs and replacements or cause the same to be made, but at Lessee's cost and expense, as set forth above.

11. CARE OF LEASED PREMISES. Lessee shall not commit or allow any waste or damage to be committed on any portion of the Leased Premises, and at the termination of this Lease, by lapse of time or otherwise, shall deliver said Leased Premises to Lessor in as good condition as at the Commencement Date, ordinary wear and tear excepted, and upon such termination of the Lease, Lessor shall have the right to re-enter and resume possession of the Leased Premises.

12. REPAIRS BY LESSOR. Lessor shall perform or cause to be performed all maintenance and repair of the Leased Premises and Building at Lessor's cost and expense, with the exception relating to repairs by damage or injury as provided in Section 10 above. All maintenance and repairs to be performed by Lessor shall be accomplished in the exercise of Lessor's discretion, as Lessor deems the same to be necessary for the continued comfortable use and occupation of the Leased Premises.

13. SERVICES TO BE FURNISHED BY LESSOR. Except as otherwise herein provided, Lessor, at its sole expense, shall furnish housekeeping (janitorial service) on a six-day a week basis with respect to the entirety of the Building, including the Leased Premises and in addition Lessor shall provide such heat, water, electricity, air conditioning and elevator service as are standard in buildings of the type and quality of the Building in Fort Bend County or Harris County, Texas. The failure, however, to any extent to furnish such

services, resulting from causes beyond the reasonable control of Lessor, shall not render Lessor liable in any respect for damages to any person or property, nor be construed as an eviction of Lessee or cause an abatement of Rental, nor relieve Lessee from the fulfillment of any covenant or agreement hereof. Should any equipment or machinery break down or cease to function properly from causes beyond the reasonable control of Lessor, Lessor shall use reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate of Rental or damages on account of any interruptions in service occasioned thereby or resulting therefrom.

Janitorial service shall include removal from the Leased Premises and routine disposal of all routine medical waste material and sharps generated in the Leased Premises and placed in properly marked trash receptacles. Lessor will collect and dispose of all such medical waste material and sharps that are properly identified and stored.

14. WAIVER OF SUBROGATION. Anything in this Lease to the contrary notwithstanding, to the extent permitted by law, the parties hereby waive any and all rights of recovery, claim, action or cause of action against each other, their agents, officers and employees for any loss or damage that may occur to the Leased Premises or any improvements thereto, or to the Building of which Leased Premises are a part or any improvements thereto, by reason of fire, the elements or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of the cause or origin, including negligence (sole or otherwise) of the parties hereto, their agents, officers and employees.

15. INDEMNITY. Lessor shall not be liable to Lessee or Lessee's employees, patients, agents, visitors, invitees or licensees, or to any other person whomsoever, for any injury to person or damage to property on or about the Leased Premises, caused by the acts, omissions or misconduct of Lessee, its agents, employees, patients, agents, visitors, invitees and licensees.

Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond the control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make such repairs, or from any cause whatever, unless caused solely by Lessor's gross negligence.

16. NOTICES. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if delivered in person to the address set forth below for the party to whom the notice is given, or if placed in the United States mail, postage prepaid, by United States registered or certified mail, addressed to the party at the address set forth above. From time to time either party may designate another address for all purposes of this Lease by mailing to the other party not less than fifteen (15) days' written notice of such change of address in accordance with the provisions hereof.

If to the Lessee:  
Fort Bend County  
301 Jackson  
Richmond, Texas 77469  
Attn: County Judge

If to the Lessor:  
Polly Ryon Hospital Authority  
1705 Jackson Street  
Richmond, Texas 77469

17. FIRE AND DAMAGE CLAUSE. If at any time during the term of this Lease, the Leased Premises or a substantial portion of the Building shall be damaged or destroyed by fire or other casualty (but not including damage which is to be repaired by Lessee pursuant to other provisions of this Lease) to the extent that the Leased Premises are rendered unfit for use by Lessee in the ordinary conduct of its business, then Lessor shall have the right by giving Lessee written notice thereof at any time within ninety (90) days after the occurrence of such damage or destruction to terminate this Lease or to repair and reconstruct the Leased Premises and Building to a similar condition in which they existed immediately prior to such damage or destruction. In any of the aforesaid circumstances, rental shall abate proportionately during the period and



to the extent that the Leased Premises are unfit for use by Lessee in the ordinary conduct of its business. If Lessor has elected to repair and restore the Leased Premises, this Lease shall continue in full force and effect and such repairs will be made within a reasonable time thereafter, subject to delays arising from shortages of labor or material, acts of God, war or other conditions beyond Lessor's reasonable control. In the event that this Lease is terminated as herein permitted, Lessor shall refund to Lessee the prepaid rental, if any, less any sum then owing Lessor by Lessee. If Lessor has elected to repair and reconstruct the Leased Premises, then the term of this Lease shall be extended by a period of time equal to the period of such repair and reconstruction. In no case shall Lessee be entitled to the proceeds of any hazard insurance carried upon the Building or the Leased Premises by Lessor.

**18. DEFAULT BY LESSEE AND REMEDIES OF LESSOR.**

(a) Each of the following shall be deemed as an Act of Default by the Lessee and a material breach of the Lease (for purposes of Section 18(a)(4) and Section 18(a)(5) hereof), the term "Lessee" shall include any permitted assignee or sublessee, or, if Lessee is an entity, any person who owns a beneficial interest in Lessee (for such purposes the community interest of the spouse of such person shall be deemed owned by such person) or any person who occupies space in the Leased Premises):

(1) Failure to make any rental or other payments required to be paid under this Lease or any part thereof for a period of ten (10) days after the due date thereof;

(2) Failure to do, observe, keep, and perform any of the terms, covenants, conditions, agreements and provisions of this Lease contained on the part of the Lessee to be done, observed, kept, and performed, for a period of ten (10) days after written notice by Lessor to Lessee of such failure;

(3) The adjudication of Lessee to be bankrupt, or the filing by Lessee of a voluntary petition in bankruptcy, or the making by Lessee of a general assignment for the benefit of its creditors, or the appointment of a receiver of Lessee's interests in the Leased Premises in any action, suit, or proceeding by or against Lessee, or any other voluntary or involuntary proceedings instituted by or against Lessee under any bankruptcy or similar laws if such receivership or proceeding is not dismissed or stayed within thirty (30) days thereafter, or the sale or attempted sale under execution or other legal process of the interest of Lessee in the Leased Premises;

(4) Lessee shall cease to be a member in good standing of any association in which membership is obligatory under state law, or be charged, tried and found guilty of any unethical practice or violation of any Code of Ethics by any of the Medical Associations, Societies or Board, or conduct unprofessional activity relating to Lessee, Lessee's employees or the Leased Premises, which in Lessor's judgment is harmful to Lessor's objective of having a first-class professional building; or,

(5) The suspension, termination, revocation or discontinuance of Lessee's medical staff privileges at Polly Ryon Memorial Hospital or any unit thereof.

(b) If Lessee commits an Act of Default hereunder, such Act of Default shall authorize Lessor, at its option at any time after such default, and after ten (10) days written notice to Lessee, to declare this Lease terminated, and upon the occurrence of any one or more of such defaults Lessor immediately or at any time thereafter, may re-enter said Premises and remove all persons therefrom with or without legal process, and without prejudice to any of its other legal rights, and all claims for damages by reason of such re-entry are expressly waived, as are all claims for damages by reason of any distress warrants or proceedings by way of sequestration which Lessor may employ to recover said rents, or possession of said Premises; provided that Lessor shall not have the right to declare this Lease terminated, if, within ten (10) days after notice of any default, Lessee corrects same to the entire satisfaction of Lessor. Failure of Lessor to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default or another default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder either at law or in equity.

19. LIENS. Lessee agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's or other lien against the Leased Premises which may arise out of payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for the Lessee in, upon, or about the Leased Premises. Notwithstanding the foregoing provisions of this section, Lessor herewith subordinates its landlord's lien to any purchase money lien or security interest which may be created by Lessee incident to the purchase of such personal property by Lessee for use within the Leased Premises.

20. SURRENDER OF PREMISES. On the last day of the term of this Lease, or upon the earlier termination of this Lease, however brought about, Lessee shall peaceably and quietly leave, surrender and yield up to Lessor the Leased Premises, free of all claims, clean and in good order and repair. Prior to the surrender of the Leased Premises to Lessor, Lessee at its sole cost and expense shall remove all liens and other encumbrances that have resulted from the acts or omissions of Lessee. If Lessee fails to do any of the

foregoing, Lessor may without notice, enter upon, re-enter, possess, and repossess itself thereof, by force, summary proceedings, ejectment, or otherwise, and may dispossess and remove Lessee and all persons and property from the Leased Premises. Such dispossession and removal of Lessee shall not constitute a waiver by Lessor of any claims by Lessor against Lessee.

If Lessee is not in default hereunder, Lessee shall retain the ownership of all movable equipment, furniture and supplies placed in or on the Leased Premises by Lessee, and shall have the right to remove such movable equipment, furniture and supplies prior to termination of this Lease if Lessee repairs any injury to the Leased Premises resulting from such removal. If Lessee does not remove such movable equipment, furniture and supplies within such period, such movable equipment, furniture and supplies automatically shall become the property of the Lessor upon the termination of this Lease for any reason, and Lessee shall not have any further rights with respect thereto. Notwithstanding the foregoing provisions, at no time shall the Lessor be entitled to the medical records of the clientel of the Indigent Health Care Clinic.

If Lessee does not surrender possession of the Leased Premises at the end of the term or upon the sooner termination of this Lease, Lessee shall be a tenant-at-sufferance of Lessor and the Rental and other payments due during the period of such holdover shall be two times the amount set forth above in effect immediately prior to end of the term or termination of this Lease.

21. LESSOR'S RIGHT OF ENTRY. Lessor shall have the right at all reasonable times during the term of this Lease to enter upon the Leased Premises to inspect the condition thereof, to show same to prospective new tenants, to determine if Lessee is performing its obligations under this Lease and to perform the obligations of Lessor to make the repairs and restoration that Lessor is obligated to perform under this Lease.

22. RULES OF BUILDING: LAWS AND REGULATIONS. Lessee shall comply with the rules established from time to time by Lessor with respect to the use and occupancy of the Building. Lessee shall not use or occupy or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in or on the Leased Premises, in whole or in part, in any manner which would in any way make void or voidable any insurance carried by Lessee or Lessor hereunder with respect thereto, or which may make it impossible to obtain fire or other insurance thereon, and shall not use or occupy or permit the Leased Premises to be used or occupied, in whole or in part, in a manner which violates any laws, regulations, ordinances or requirements of any governmental, public or quasi-public authorities now existing or hereafter created, having jurisdiction in the Leased Premises. In addition, if the acts or occupancy of Lessee within the Leased Premises should increase the premiums for fire or other insurance which Lessor may carry on the Building or its contents, Lessee herewith agrees (a) to cease and abate the acts or use causing such increase in premiums, if possible, and if not possible, (b) to pay the amount of the increase to Lessor upon demand, failing in which, Lessee shall be in default under this Lease, and Lessor may exercise the remedies afforded to it in Section 18 herein. Lessee shall not use or permit the use of the Leased Premises in a manner that will tend to create a nuisance or tend to disturb other tenants of the Building.

Lessee shall further perform and comply with all rules and regulations with respect to safety, care, cleanliness, and preservation of good order in the Building that may be established from time to time by Lessor for tenants of the Building. The current rules and regulations are set forth in Exhibit "A" hereto. Lessor shall not have any liability to Lessee for any failure of any other tenants of the Building to comply with such rules and regulations.

23. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATION. If Lessee fails to perform any one or more of its obligations hereunder, in addition to the other rights of Lessor hereunder, Lessor shall have the right but not the obligation to perform such Lessee obligations. Upon receipt of a demand therefor from Lessor, Lessee shall reimburse Lessor for the cost to Lessor of performing such obligations plus interest thereon at the rate of ten percent (10%) per annum.

24. WAIVER. No consent or waiver, express or implied, by Lessor to or of any breach in the performance or observance by Lessee of any of its agreements and covenants hereunder shall be construed as a consent or waiver to or of any other breach in the performance or observance by Lessee of the same or any other covenant or agreement of Lessee. Failure on the part of Lessor to complain of any action or non-action on the part of Lessee or to declare Lessee in default, no matter how long such failure may continue, shall not be deemed to be a waiver by Lessor of any of its rights hereunder, except as otherwise specifically provided

herein. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

25. ENTIRE AGREEMENT. No oral statements or prior written matter not specifically incorporated herein shall be of any force or effect. Lessee agrees that in entering into and taking this Lease, it relies solely upon the representations and agreements contained in this Lease and no others. This Lease shall not be amended, changed or extended except by written instrument executed by Lessor and by Lessee.

26. APPLICABLE LAWS. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas in effect from time to time.

27. ASSIGNMENT. Lessee shall not assign or otherwise transfer, mortgage, pledge, hypothecate or otherwise encumber this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other party to occupy or use the Leased Premises, or any portion thereof, without the express written consent of Lessor. In the event that Lessor gives written consent, Lessee shall remain liable for all obligations of Lessee for the term of this Lease.

28. TRANSFER OF LESSOR'S RIGHTS. Lessor shall have the right to transfer, sell or assign, in whole or in part, all and every feature of its rights and obligations hereunder and in the Building and other property referred to herein. Such transfers or assignments by Lessor may be made to any person and will in all cases be respected and recognized by Lessee, upon delivery of notice with respect thereto by Lessor.

29. MISCELLANEOUS PROVISIONS.

(a) Lessor will utilize its commercially reasonable efforts to control access to the Building during the weekends and after normal working hours during the term hereof; provided, however, Lessor shall not be liable to Lessee for losses due to theft or burglary, or for damages done or personal injury suffered that are caused by unauthorized persons within the Building, the Leased Premises or any property covered hereby.

(b) Lessee agrees to conduct its practice and control its patients, employees, invitees and visitors in such a manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Lessor in its operation of the Building. Lessee shall not obstruct or use the sidewalks, entries, passages, vestibules, halls, elevators or stairways of the Building for any other purpose than ingress and egress to and from the Leased Premises. Any breach of this provision shall be an event of default entitling Lessor to exercise its remedies under Section 18 herein.

(c) Lessor shall not be obligated to insure any furniture, equipment, machinery, goods, supplies or other property which Lessee may bring or obtain upon the Leased Premises or within the Building. All property placed within the Leased Premises or Building by Lessee shall be done at the sole risk of Lessee. If Lessee desires any such property to be covered by insurance of any kind, it shall be Lessee's responsibility to procure such insurance coverage.

(d) The paragraph captions herein are for convenience only, and shall be construed neither to limit nor define the provisions expressly stated within this instrument.

(e) If any terms or provisions contained herein are in conflict with the laws of the State of Texas or with any other applicable laws, or would operate to invalidate this Lease, such terms and provisions shall be deemed to be null and void, and of no effect, but the remainder of the terms and provisions herein shall remain in full force and effect, undisturbed by the inclusion of the unenforceable provisions herein, if any.

(f) Lessee covenants and agrees with Lessor to use the Leased Premises at all times during the term hereof for the active practice of medicine or dentistry, and not to permit the Leased Premises to become vacant or otherwise unused. In the event of Lessee's retirement from the active practice of medicine or dentistry, or in the event of Lessee's death, even though Lessee or Lessee's estate shall be current in payment of the rentals hereunder, this Lease shall automatically terminate, and Lessee's right to possession of the Leased Premises shall cease thirty (30) days after the date of Lessee's retirement or death, and Lessor shall

thereupon be entitled to possession of the Leased Premises, and to remove all persons and property therefrom, without any requirement for any Court proceedings, using such force as may be necessary.

(g) The word "Lessee" wherever used in this Lease shall be construed to mean Lessees in all cases where there is more than one Lessee, and the necessary grammatical changes required to make the provisions hereof apply to either corporations or individuals shall in all cases be assumed as though fully expressed.

(h) Lessor reserves the right to lease other space in the Richmond Professional Building to other Lessees for identical or other purposes.

**30. TAX, INSURANCE, AND UTILITY COST INCREASES.** It is agreed between Lessor and Lessee that, at the end of each calendar year under this Lease, the rent payable by Lessee to Lessor during the next succeeding twelve (12) months hereunder shall increase and escalate proportionately to the sum of (i) the amount that Lessor's utility costs for such calendar year have increased over the "utility costs" for the immediately preceding calendar year. By "utility costs" is meant the total amount paid by Lessor for water and sewer, electricity, and natural gas furnished to the Richmond Professional Building during such calendar year; (ii) the amount that Lessor's ad valorem taxes for such calendar year for the Richmond Professional Building have increased over the ad valorem taxes for the immediately preceding calendar year; and, (iii) the amount that Lessor's hazard and liability insurance premiums for the Richmond Professional Building for such calendar year have increased over the hazard and liability insurance premiums for the immediately preceding calendar year. The sum of items (i), (ii), and (iii) shall be hereinafter referred to as the "tax, insurance, and utility cost increases."

The monthly per square foot rent increase shall be calculated by dividing 1/12 of the total "tax, insurance, and utility cost increases" by the average monthly square footage of space leased by Lessor, and rounding off the result to the nearest \$0.01. Average monthly square footage shall be calculated by adding together the total number of square feet of space leased in the Richmond Professional Building during each month of said calendar year, and dividing that sum by twelve (12).

### **31. HAZARDOUS WASTE.**

(a) Except for Hazardous Waste (as hereinafter defined) or other toxic materials or medical waste brought, kept or used in the Leased Premises in commercial quantities similar to those quantities usually kept on similar premises by others in the same business, profession or medical specialty, and which are used and kept in compliance with applicable public health, safety and environmental laws, Lessee shall not allow any Hazardous Waste, or other toxic material or medical waste to be located in, on or under the Leased Premises, or allow the Leased Premises to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Waste or other toxic material.

(b) Lessee shall at all times and in all respects comply with all federal, state or local laws, ordinances, regulations and orders applicable to the Leased Premises or the use thereof relating to industrial hygiene, the handling, storage and disposal of medical waste, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Waste, toxic material or medical waste.

(c) If Lessee becomes aware of the presence of any Hazardous Waste in or on the Leased Premises brought onto the Leased Premises by Lessee (except for those Hazardous Waste or other toxic material or medical waste brought, kept or used in the Leased Premises by Lessee in commercial quantities similar to those quantities usually kept on similar premises by others in the same business, profession or medical specialty and which are used and kept in compliance with applicable public health, safety and environmental laws) or if Lessee, or the Leased Premises become subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise clean up the Leased Premises due to Hazardous Waste brought onto the Leased Premises by Lessee, Lessee shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other clean up of the Leased Premises. If Lessee fails to implement and diligently pursue any such repair, closure, detoxification, decontamination or other clean up of the Leased Premises, Lessor shall have the right, but not the obligation, to carry out such action and to recover all of the costs and expenses from Lessee.

(d) "Hazardous Waste" as used herein, means any material or substance that, whether by its nature or use, is subject to regulation or rule under any federal, state or local environmental law or requirement, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act.

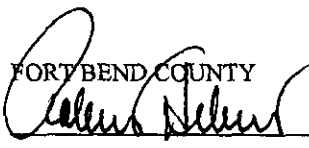
EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, on the date first hereinabove mentioned.

LESSOR: POLLY RYON HOSPITAL AUTHORITY

By:

  
David B. Rowe  
Executive Director  
Chief Executive Officer

LESSEE:  
By:

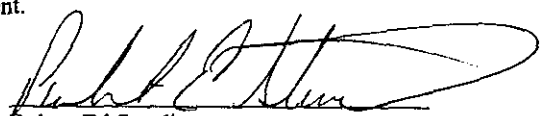
FORT BEND COUNTY  
  
Robert E. Hebert  
County Judge

ATTES

  
Dianne Wilson  
County Clerk

#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 22,960 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
Robert Ed Sturdivant  
County Auditor

RICHMOND PROFESSIONAL BUILDING  
EXHIBIT "A"

RULES AND REGULATIONS OF BUILDING

1. Landlord will provide and maintain a directory on the first floor for all Tenants of the Building. No signs, advertisements or notices visible to the general public shall be permitted within the Building unless first approved in writing by Landlord.
2. Sidewalks, doorways, vestibules, halls, elevators, elevator foyers, stairways, and other similar areas shall not be obstructed by Tenants or used by any Tenant for any purpose other than ingress and egress to and from the premises and for going from one to another part of the Building.
3. Corridor doors, when not in use, shall be kept closed.
4. Plumbing, fixtures, and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a Tenant shall be paid by Tenant.
5. Landlord shall provide all locks for doors into each Tenant's lease area, and no Tenant shall place any additional lock or locks on any door in its leased area without Landlord's prior written consent. Two (2) keys for each lock on the doors in each Tenant's leased area shall be furnished by Landlord. Additional keys shall be made available to Tenants at Tenant's cost. Tenants shall not have any duplicate keys made except by Landlord.
6. Electric current shall not be used for cooking or heating without Landlord's prior written permission with the exception of a microwave oven for occasional use.
7. No contractors or other party shall perform any construction work in the Building unless such party and the procedures proposed to be followed by such party are approved by Landlord. This provision shall apply to all work performed in the Building including, but not limited to, installations of telephones, telegraph equipment, electrical devices, and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment, and any other physical portion of the Building.
8. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenants of any heavy equipment, bulky material, or merchandise which requires use of elevators or stairways, or movement through the Building entrances or lobbies shall be restricted to such hours as Landlord shall designate. All such movement shall be in a manner to be agreed between the Tenant and Landlord in advance. Such pre-arrangement shall be initiated by the Tenant. The time, method, and routing of movement and limitations for safety or other concern which may prohibit any article, equipment, or other item from being brought into the Building shall be subject to Landlord's discretion and control. Although Landlord or its personnel may participate in or assist in the supervision of such movement, Tenant assumes final responsibility for all risks as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for Tenant from time of entering property to completion of work. Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed for a Tenant.
9. The location, weight and supporting devices for any safes and other heavy equipment shall in all cases be approved by Landlord prior to initial installation or relocation.
10. No portion of any Tenant's leased area shall at any time be used for sleeping or lodging quarters. No birds, animals, or pets of any type, with the exception of guide dogs accompanying visually handicapped persons, shall be brought into or kept in, on or about Tenant's leased area.

11. Tenants shall not make or permit any loud or improper noises in the Building or otherwise interfere in any way with other Tenants or persons having business with them.
12. Each Tenant shall endeavor to keep its leased area neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairways, nor shall Tenants place any trash receptacles in these areas.
13. Tenants shall not employ any person for the purpose of cleaning other than the authorized cleaning and maintenance personnel for the Building unless otherwise approved in writing by Landlord.
14. To ensure orderly operation of the building, Landlord reserves the right to approve all concessionaires, vending machine operators or other distributors of cold drinks, coffee, food, or other concessions, water, towels, or newspapers.
15. Landlord shall not be responsible to the Tenants, their agents, employees, or invitees for any loss of money, jewelry, or other personal property from the leased premises or public areas for any damages to any property therein from any cause whatsoever whether such loss or damage occurs when an area is locked against entry or not.
16. Tenants shall exercise reasonable precautions in the protection of their personal property from loss or damage by keeping doors to unattended areas locked. Tenants shall also report any thefts or losses to the Building Manager and Security personnel as soon as reasonably possible after discovery and shall also notify the Building Manager and Security personnel of the presence of any persons whose conduct is suspicious or causes a disturbance.
17. Tenants, their employees, guests and invitees, may be called upon to show suitable identification and sign a building register when entering or leaving the Building at times other than normal Building operating hours and all Tenants shall cooperate fully with Building Security personnel in complying with such requirements.
18. Tenants shall not solicit from or circulate advertising material among other Tenants of the Building except the regular use of the U. S. Mail service. Tenants shall notify the Building Manager or the Building Security personnel promptly if it comes to their attention that any unauthorized persons are soliciting from or causing annoyance to Tenants, their employees, guests or invitees.
19. Landlord reserves the right to deny entrance to the Building or to remove any person or persons from the Building in any case where the conduct of such person or persons involves a hazard or nuisance to any Tenant of the Building or the public or in the event of fire or other emergency, riot, civil commotion, or similar disturbance involving risk to the Building, Tenants or the general public.
20. Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall from time to time be needed for the safety, protection, care, and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the Tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to a Tenant, shall be binding upon it in like manner as if originally herein prescribed.

Re- RECORDED ON 2-18-05  
IN THE COMMISSIONER COURT  
MINUTES OF 1-11-05