

**NOTICE OF MEETING  
FORT BEND COUNTY COMMISSIONERS COURT  
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS  
TUESDAY, JANUARY 13, 2009  
1:00 O'CLOCK P.M.**

**AGENDA**

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Meyers.
3. Approve minutes of special meeting held on January 5, 2009, and regular meeting held on January 6, 2009.
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 revised traffic control plan for Waterside Village, Sec. 1, to establish a multi-way stop at the intersection of Mason Road & Morton Road, Pct. 3.
  - B. Acceptance of the traffic control plan for Cinco Ranch Southwest, Section 1, Section 5, Section 11, Section 14, Section 18, and Cinco Terrace Drive Street Dedication No. 2, Precinct 3.
  - C. Acceptance of the traffic control plan for Seven Meadows, Section 21, Pct. 3.
  - D. Acceptance of the traffic control plan for Pine Mill Ranch, Section 3, and Section 4, Precinct 3.

**CONSENT AGENDA ITEMS 6 - 14:**

6. **OUT-OF-STATE TRAVEL:**
  - A. **Enter into record the out-of-state travel by elected official:**  
**268<sup>th</sup> District Court: Judge Elliott to National Harbor, Maryland, February 14-20, 2009, to attend the National Judicial College. (Fund: 268<sup>th</sup> District Court, Travel)**
  - B. **Approve out-of-state travel requests for County personnel:**  
**Juvenile Probation: Mike Meade and Matthew Kyle Dobbs to Orlando, Florida, March 11-14, 2009, to attend the 36<sup>th</sup> National Conference on Juvenile Justice (NCJJ). (Fund: Juvenile Probation, Travel)**
7. **COUNTY JUDGE:** Approve appointments to the Houston Galveston Area Council 2009 General Assembly and Board of Directors effective January 1, 2009: Andy Meyers, Representative, General Assembly, and Delegate to the Board of Directors; Robert Hebert, Representative, General Assembly, and Alternate, Board of Directors; Grady Prestage, Alternate, General Assembly; and Richard Morrison, Alternate, General Assembly.

**8. BUDGET TRANSFERS:**

- A. **Auditor's Office:** Approve transfer in the amount of \$51,223 as detailed on Auditor's form dated January 7, 2009, to reallocate funds from projects completed in FY 2008 into current projects.
- B. **Public Transportation:** Approve transfer in the amount of \$1,099,116 as detailed on Director's form dated January 7, 2009, to accept Federal award of \$1,844,049, and provide County match of \$1,099,116 for Fiscal Year 2008 Urban Grant.
- C. **Road & Bridge:**
  - 1) Approve transfer in the amount of \$111,350 as detailed on Auditor's form dated January 7, 2009, to allocate funds from the 2002 Traffic Signal Project into the 2006 Traffic Signal Account.
  - 2) Approve transfer in the amount of \$700,000 as detailed on Auditor's form dated January 8, 2009, to allocate funds budgeted for capital projects into project accounts.
- D. **Sheriff's Office:** Approve transfer in the amount of \$6,300 from Forfeited, Federal, Contingency, into Capital Acquisitions to allocate funds for purchase of ML910 laptop computer.

**9. ENGINEERING:**

- A. Approve payment of Invoice No. 0105546 (Pay Estimate No. 3) in the amount of \$9,260.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds)
- B. Approve payment of Invoice No. 0106143 (Pay Estimate No. 4) in the amount of \$9,050.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds)
- C. Approve payment of Invoice No. 0106609 (Pay Estimate No. 5) in the amount of \$26,000.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds)
- D. Approve payment of Invoice No. 0106893 (Pay Estimate No. 6) in the amount of \$9,436.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds)
- E. Approve payment of Invoice No. 10032504 (Pay Estimate No. 3) in the amount of \$6,664.43 to TCB, Inc. regarding Old Richmond Road (from FM 1464 to West Airport), Mobility Bond Project #728, Precinct 4. (Fund: Mobility Bonds)
- F. Approve application from Linco Construction to construct an 18-inch outfall into Chocolate Bayou, Precinct 1.
- G. Approve the plat for Long Meadow Farms Commercial Reserves, Section 2, Precinct 3.
- H. Set public hearing for the revised traffic control plan for Applecreek Bend Subdivision, to include placement of "No Thru Trucks" signs to be located at Leisure Drive and Summer Park Drive, Pct. 2. (Tuesday, February 10, 2009, at 1:00 p.m.)

**10. FACILITIES MANAGEMENT & PLANNING:**

- A. Approve payment of Invoice No. 2 in the amount of \$10,875.00 to AutoArch Architects, L.L.C. for professional services regarding the Precinct Three Annex. (Fund: Facility Bond Project)**
- B. Approve Pay Application No. 08-00300008 in the amount of \$721,091.80 to Bass Construction Company, Inc. for construction services regarding the Needville Facility. (Fund: Facility Bond Project)**
- C. Approve Pay Application No. 07-00200011 in the amount of \$183,695.89 to Bass Construction Company, Inc. for construction services provided regarding the Precinct One Facility. (Fund: Facility Bond Project)**
- D. Approve payment of Invoice No. WALD-3021-8/1 in the amount of \$2,349.00 to Wald Relocation Services, Ltd. for relocating office of Commissioner Precinct 1 to the new Precinct One Facility. (Fund: Facility Bond Project)**
- E. Approve payment of Invoice No. 08-29213 in the amount of \$1,095.00 to QC Laboratories, Inc. for materials testing provided for the Needville Service Center. (Fund: Facility Bond Project)**
- F. Approve payment of Invoice No. 44137 in the amount of \$8,680.25 to Paradigm Consultants, Inc. for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
- G. Approve Pay Application No. 08-00100006 in the amount of \$339,552.80 to Bass Construction Company, Inc. for construction services regarding the Tax Assessor/Collector Facility. (Fund: Facility Bond Project)**
- H. Approve Pay Application No. 08-00900005 in the amount of \$294,620.65 to Bass Construction Company, Inc. for construction services regarding the Gus George Academy. (Fund: Facility Bond Project)**
- I. Approve Pay Application No. 20810-4 in the amount of \$312,312.05 to Brookstone, L.P. for construction services regarding the Sienna Library. (Fund: Facility Bond Project)**

**11. HEALTH & HUMAN SERVICES:**

- A. Approve out-of-state travel by Mable Buford, Fort Bend Center for Independent Living, to San Diego, California, February 17-20, 2009, to attend the Public Health Preparedness Summit 2009 as a public health community partner representative. (Fund: Public Health Preparedness Grant)**
- B. Emergency Medical Service: Approve renewal of Emergency Services Housing Agreement between Fort Bend County and the City of Stafford for Fire Station No. 1 effective October 1, 2008 through September 30, 2010.**

**12. HUMAN RESOURCES: Approve applications for withdrawals from the Shared Sick Leave Pool as follows:**

- |   |                  |
|---|------------------|
| <b>A. Employee of Road and Bridge, Position No. 6111-0096</b>   | <b>168 hours</b> |
| <b>B. Employee of Road and Bridge, Position No. 6111-0036</b>   | <b>120 hours</b> |
| <b>C. Employee of District Attorney, Position No. 4801-0005</b> | <b>120 hours</b> |
| <b>D. Employee of District Clerk, Position No. 4501-0016</b>    | <b>168 hours</b> |

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13. **PURCHASING:** Authorize advertising for Request For Proposals (RFP's) for telecommunication solution at County Jail complex.
  14. **TAX ASSESSOR/COLLECTOR:** Approve refunds over \$500 detailed in Tax Assessor/Collector's Report submitted on January 6, 2009, for an amount totaling \$53,720.92.
- 
15. COUNTY JUDGE:
    - A. Take all appropriate action on proposal by County Judge to remove Emergency Management Coordinator from the Salary Matrix; assign as an Executive Manager, with annual review and salary to be recommended by County Judge; set new biweekly rate at \$3,448.80 effective January 13, 2009.
    - B. Take all appropriate action on request to transfer the amount of \$4,579 from Non-Departmental Fees into salary line items detailed on Budget Officer's form dated January 5, 2009, to allocate funds for assignment of Executive Manager for the Office of Emergency Management.
    - C. Take all appropriate action on First Amendment to the Tax Abatement Agreement between Fort Bend County and Town Center Lakeside, Ltd., extending the completion date of the improvements from December 31, 2009 to June 10, 2010.
  16. COMMISSIONER, PCT. 1:
    - A. Take all appropriate action on request to transfer the amount of \$1,170 from Non-Departmental Contingency into Commissioner, Pct. 1, Information and Technology, to allocate funds for replacement of non-repairable computer.
    - B. Take all appropriate action to appoint Andre Downey and to reappoint Joe Grillo, Jr. to the Fort Bend County Library Board for a two-year term, to expire December 31, 2011.
  17. CONSTABLE, PCT. 2: Take all appropriate action on request to transfer the amount of \$6,799 from Non-Departmental Contingency into Constable, Pct. 2, Property and Equipment, to allocate funds for replacement of non-repairable copier with multi-function equipment.
  18. CONSTABLE, PCT. 3: Take all appropriate action on request to transfer the amount of \$41,005 as detailed on Auditor's form dated January 7, 2009, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for new vehicle and equipment for the law enforcement agreement with Big Oaks Municipal Utility District.

19. DISTRICT ATTORNEY: Take all appropriate action to approve Resolutions for continuation of below listed programs, and ratify applications to the Office of the Governor, Criminal Justice Division, for grant funding of the programs from July 1, 2009 through August 31, 2010:
  - A. Victim Witness Expansion Staff Expansion (VOCA) Grant No. 1364510 in the amount of \$73,198; with a County match of \$56,192;
  - B. Violence Against Women (VAWA) Prosecutor Grant No. 1344712 in the amount of \$75,125; with a County match of \$40,772; and
  - C. Violence Against Women (VAWA) Investigator Grant No. 1515711 in the amount of \$49,024 with a County match of \$28,000.
  
20. EMERGENCY MANAGEMENT:
  - A. Take all appropriate action on request to convert current part-time Clerk position to a full-time Clerk I position effective January 13, 2009.
  - B. Take all appropriate action on request to transfer the amount of \$9,927 from Non-Departmental, Fees, into Emergency Management Salary line items, as detailed on Budget Officer's form dated January 5, 2009, to allocate additional funds for new full-time Clerk I position.
  - C. Take all appropriate action to reclassify Position No. 5801-0002 in the Office of Emergency Management, from Senior Planning Coordinator, Grade 11 of the Professional Management Policy Group to Grade 12 of the Professional Management Policy Group, effective January 13, 2009, and authorize funding for increase from Non-Departmental Fees.
  - D. Take all appropriate action to reclassify Position No. 5801-0004 in the Office of Emergency Management, from Administrative Coordinator, Grade 8 of the Administrative Clerical Policy Group to Administrative Manager, Grade 9 of the Professional Management Policy Group, effective January 13, 2009 and authorize funding for increase from Non-Departmental Fees.
  - E. Take all appropriate action to reclassify Position No. 5801-0005 in the Office of Emergency Management, from Assistant Emergency Management Coordinator, Grade 12 of the Professional Management Policy Group to Deputy Emergency Management Coordinator, Grade 13 of the Professional Management Policy Group, effective January 13, 2009 and authorize funding for increase from Non-Departmental Fees.
  - F. Take all appropriate action to reclassify Position No. 5801-0010 in the Office of Emergency Management, from Clerk II, Grade 6 of the Administrative Clerical Policy Group to Clerk III, Grade 7 of the Administrative Clerical Policy Group, effective January 13, 2009 and authorize funding for increase from Non-Departmental Fees.
  - G. Take all appropriate action on request to transfer the amount of \$14,630 from Non-Departmental Fees into Emergency Management Salary line items, as detailed on Budget Officer's form dated January 5, 2009, to allocate additional funds for increase regarding Position Nos. 5801-0002, 5801-0004, 5801-0005, and 5801-0010.
  - H. Take all appropriate action to reclassify Grant Position Nos. 5801-0009 and 5801-0011 in the Office of Emergency Management, from Planning Coordinator, Grade 10 of the Professional Management Policy Group to Grade 11 of the Professional Management Policy Group, effective January 13, 2009.

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21. ENGINEERING: Take all appropriate action to authorize payment in the amount of \$25,000 to Texas Department of Transportation pursuant to Agreement approved by Commissioners Court on November 25, 2008 for improvements to US90 A, Precinct 4. (Fund: Right of Way)
  
22. FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on First Amendment to Agreement for Architectural Services between Fort Bend County and STOA/Golemon/Bolullo Architects regarding the Sienna Branch Library for an amount not to exceed \$253,564.58 to reflect final construction cost and change in foundation. (Fund: Facility Bond Project)
  
23. HEALTH & HUMAN SERVICES – SOCIAL SERVICES:
  - A. Take all appropriate action to authorize Social Services to accept four hundred sixty-six (466) additional \$20 gift cards received from HEB/Reliant Energy and distribute to eligible senior, disabled, or low income Reliant customers.
  - B. Take all appropriate action to ratify application to United Way of Greater Houston for funding of the Emergency Food & Shelter XXVII Program for FY 2009, with no cash match required by Fort Bend County.
  
24. PARKS DEPARTMENT: Take all appropriate action on Amendment to Agreement for Operations and Programming of the Fifth Street Community Center between Fort Bend County and Boys & Girls Clubs of Greater Houston, Inc., to remove responsibility for janitorial services from the Contractor.
  
25. PURCHASING: Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7)(c) for the purchase of an item available from only one source for the following:
  - A. Reference database from Info USA Marketing, for an amount not to exceed \$39,000. (Fund: Library)
  - B. Supplemental Agreement between Fort Bend County and Manatron Records Management Master Agreement for AgendaLink Software for the Office of the County Clerk, for an amount not to exceed \$75,300. (Fund: County Clerk, Records Management)
  - C. Capital connection fees from Sienna Plantation Municipal Utility District No. 1 for Sienna Plantation Library, for an amount not to exceed \$99,840. (Fund: Facility Bond Project)

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26. SHERIFF'S OFFICE:
  - A. Take all appropriate action on Organized Crime Drug Enforcement Task Forces Agreement for investigation and prosecution of organized crime for the term of October 1, 2008 through September 30, 2009.
  - B. Take all appropriate action on Amended Equitable Sharing Agreement and Certification for the Sheriff's Office, Forfeited Assets, Federal, for Fiscal Year ending September 30, 2008.
  
27. TREASURER'S OFFICE: Take all appropriate action on request to transfer the amount of \$90,000 from Non-Departmental Contingency into Treasurer's Office, EMS Collection, Fees, to allocate funds for EMS collections by Linebarger Goggan Blair & Sampson through September 30, 2009.
  
28. Approve Bills.
  
29. Authorize Auditor to pay and release time-sensitive bills on January 22, 2009, to be ratified by Commissioners Court on January 27, 2009.
  
30. WORKSHOP – ENGINEERING: Receive preliminary engineering information from IDCUS, Inc. regarding proposed improvements to Harlem Road, from US 90A to Plantation, and take any appropriate action regarding the project, Precincts 3 and 4.
  
31. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:  
§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
  - A. Acquisition of Property, an approximate thirty-foot wide, 0.2238-acre tract of land off of Charles Lane near the Eldridge Park Village Subdivision from Phil Lundin, Pct. 3.
  - B. Acquisition of Property, Greenbusch Mobility Project No. 732, Precinct 3.

January 13, 2009

32. Reconvene Open Session and consider taking action on the following matters:  
§ 551.072. Deliberation Regarding Real Property.
- A. Acquisition of Property, an approximate thirty-foot wide, 0.2238-acre tract of land off of Charles Lane near the Eldridge Park Village Subdivision from Phil Lundin, Pct. 3.
  - B. Acquisition of Property, Greenbusch Mobility Project No. 732, Precinct 3.
33. 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 the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, January 9, 2009, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: [www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us) under Commissioners Court.

**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. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is 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.


**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).

FILED FOR RECORD

NO. \_\_\_\_\_ TIME 2:00 <sup>A.M.</sup> <sub>P.M.</sub>

JAN 09 2009

  
County Clerk Fort Bend Co. Tex.

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

I, 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 13th day of January, 2009.



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**DIANNE WILSON, 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 27th day of January, 2009.



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**ROBERT E. HEBERT, COUNTY JUDGE**

January 13, 2009

Approved

MINUTES

BE IT REMEMBERED, That on this 13th DAY of JANUARY, 2009, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
SHERRY FISK for DIANNE WILSON	COUNTY CLERK

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

1. **Call to Order.**

Call to Order by Judge Hebert 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 special meeting held on January 5, 2009, and regular meeting held on January 6, 2009.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve minutes of special meeting held on January 5, 2009, and regular meeting held on January 6, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

4. **Announcements and Public Comments.**

Constable Pct. 4 Troy Nehls presented an American flag and display case to Commissioners Court to thank them for their support of his military service. The flag had been flown in Afghanistan while he was stationed there.

Judge Hebert announced that Monday, January 19 is a county holiday for the birthday of Dr. Martin Luther King Jr.

5. **PUBLIC HEARINGS: 1:00 p.m.:** Conduct Public Hearings and take all appropriate action on the following matters:
- A. Acceptance of the revised traffic control plan for Waterside Village, Sec. 1, to establish a multi-way stop at the intersection of Mason Road & Morton Road, Pct. 3.
  - B. Acceptance of the traffic control plan for Cinco Ranch Southwest, Section 1, Section 5, Section 11, Section 14, Section 18, and Cinco Terrace Drive Street Dedication No. 2, Precinct 3.
  - C. Acceptance of the traffic control plan for Seven Meadows, Section 21, Pct. 3.
  - D. Acceptance of the traffic control plan for Pine Mill Ranch, Section 3, and Section 4, Precinct 3.

Public hearing held. No public comments.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve agenda item 5 A-D.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**CONSENT AGENDA ITEMS 6 - 14:**

6. **OUT-OF-STATE TRAVEL:**
- A. Enter into record the out-of-state travel by elected official:  
**268<sup>th</sup> District Court:** Judge Elliott to National Harbor, Maryland, February 14-20, 2009, to attend the National Judicial College. (Fund: 268<sup>th</sup> District Court, Travel)
  - B. Approve out-of-state travel requests for County personnel:  
**Juvenile Probation:** Mike Meade and Matthew Kyle Dobbs to Orlando, Florida, March 11-14, 2009, to attend the 36<sup>th</sup> National Conference on Juvenile Justice (NCJJ). (Fund: Juvenile Probation, Travel)
7. **COUNTY JUDGE:** Approve appointments to the Houston Galveston Area Council 2009 General Assembly and Board of Directors effective January 1, 2009: Andy Meyers, Representative, General Assembly, and Delegate to the Board of Directors; Robert Hebert, Representative, General Assembly, and Alternate, Board of Directors; Grady Prestage, Alternate, General Assembly; and Richard Morrison, Alternate, General Assembly.
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    - 2) Approve transfer in the amount of \$700,000 as detailed on Auditor's form dated January 8, 2009, to allocate funds budgeted for capital projects into project accounts.

**Item 8 continued – Budget Transfers:**

- D. **Sheriff's Office:** Approve transfer in the amount of \$6,300 from Forfeited, Federal, Contingency, into Capital Acquisitions to allocate funds for purchase of ML910 laptop computer.

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- A. Approve payment of Invoice No. 0105546 (Pay Estimate No. 3) in the amount of \$9,260.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds)
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**10. FACILITIES MANAGEMENT & PLANNING:**

- A. Approve payment of Invoice No. 2 in the amount of \$10,875.00 to AutoArch Architects, L.L.C. for professional services regarding the Precinct Three Annex. (Fund: Facility Bond Project)
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- E. Approve payment of Invoice No. 08-29213 in the amount of \$1,095.00 to QC Laboratories, Inc. for materials testing provided for the Needville Service Center. (Fund: Facility Bond Project)

**Item 10 continued – Facilities Management & Planning:**

- F. Approve payment of Invoice No. 44137 in the amount of \$8,680.25 to Paradigm Consultants, Inc. for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)
- G. Approve Pay Application No. 08-00100006 in the amount of \$339,552.80 to Bass Construction Company, Inc. for construction services regarding the Tax Assessor/Collector Facility. (Fund: Facility Bond Project)
- H. Approve Pay Application No. 08-00900005 in the amount of \$294,620.65 to Bass Construction Company, Inc. for construction services regarding the Gus George Academy. (Fund: Facility Bond Project)
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**12. HUMAN RESOURCES: Approve applications for withdrawals from the Shared Sick Leave Pool as follows:**

- A. Employee of Road and Bridge, Position No. 6111-0096 168 hours
- B. Employee of Road and Bridge, Position No. 6111-0036 120 hours
- C. Employee of District Attorney, Position No. 4801-0005 120 hours
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**13. PURCHASING: Authorize advertising for Request For Proposals (RFP's) for telecommunication solution at County Jail complex.**

**14. TAX ASSESSOR/COLLECTOR: Approve refunds over \$500 detailed in Tax Assessor/Collector's Report submitted on January 6, 2009, for an amount totaling \$53,720.92.**

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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 6-9H and 10B-14 with correction to 6B– take off Mike Meade and add Cynthia Albarado.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 10A pulled for a separate vote.

**10. FACILITIES MANAGEMENT & PLANNING:**

- A. Approve payment of Invoice No. 2 in the amount of \$10,875.00 to AutoArch Architects, L.L.C. for professional services regarding the Precinct Three Annex. (Fund: Facility Bond Project)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and carried (4-0-1), it is ordered to approve payment of Invoice No. 2 in the amount of \$10,875.00 to AutoArch Architects, L.L.C. for professional services regarding the Precinct Three Annex. (Fund: Facility Bond Project)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	abstain		

**15. COUNTY JUDGE:**

- A. Take all appropriate action on proposal by County Judge to remove Emergency Management Coordinator from the Salary Matrix; assign as an Executive Manager, with annual review and salary to be recommended by County Judge; set new biweekly rate at \$3,448.80 effective January 13, 2009.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to remove Emergency Management Coordinator from the Salary Matrix; assign as an Executive Manager, with annual review and salary to be recommended by County Judge; set new biweekly rate at \$3,448.80 effective January 13, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- B. Take all appropriate action on request to transfer the amount of \$4,579 from Non-Departmental Fees into salary line items detailed on Budget Officer's form dated January 5, 2009, to allocate funds for assignment of Executive Manager for the Office of Emergency Management.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$4,579 from Non-Departmental Fees into salary line items detailed on Budget Officer's form dated January 5, 2009, to allocate funds for assignment of Executive Manager for the Office of Emergency Management.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**Item 15 continued – County Judge:**

- C. Take all appropriate action on First Amendment to the Tax Abatement Agreement between Fort Bend County and Town Center Lakeside, Ltd., extending the completion date of the improvements from December 31, 2009 to June 10, 2010.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve First Amendment to the Tax Abatement Agreement between Fort Bend County and Town Center Lakeside, Ltd., extending the completion date of the improvements from December 31, 2009 to June 10, 2010.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**16. COMMISSIONER, PCT. 1:**

- A. Take all appropriate action on request to transfer the amount of \$1,170 from Non-Departmental Contingency into Commissioner, Pct. 1, Information and Technology, to allocate funds for replacement of non-repairable computer.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$1,170 from Non-Departmental Contingency into Commissioner, Pct. 1, Information and Technology, to allocate funds for replacement of non-repairable computer.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- B. Take all appropriate action to appoint Andre Downey and to reappoint Joe Grillo, Jr. to the Fort Bend County Library Board for a two-year term, to expire December 31, 2011.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to appoint Andrea Downey and to reappoint Joe Grillo, Jr. to the Fort Bend County Library Advisory Board for a two-year term, to expire December 31, 2011.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**17. CONSTABLE, PCT. 2: Take all appropriate action on request to transfer the amount of \$6,799 from Non-Departmental Contingency into Constable, Pct. 2, Property and Equipment, to allocate funds for replacement of non-repairable copier with multi-function equipment.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$4,900 from Non-Departmental Contingency, \$1,000 from Operating Supplies and \$500 from Rentals for a total of \$6,400 into Constable, Pct. 2, Capital Acquisitions, to allocate funds for replacement of non-repairable copier with multi-function equipment.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

18. **CONSTABLE, PCT. 3: Take all appropriate action on request to transfer the amount of \$41,005 as detailed on Auditor's form dated January 7, 2009, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for new vehicle and equipment for the law enforcement agreement with Big Oaks Municipal Utility District.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$41,005 as detailed on Auditor's form dated January 7, 2009, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for new vehicle and equipment for the law enforcement agreement with Big Oaks Municipal Utility District.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

19. **DISTRICT ATTORNEY: Take all appropriate action to approve Resolutions for continuation of below listed programs, and ratify applications to the Office of the Governor, Criminal Justice Division, for grant funding of the programs from July 1, 2009 through August 31, 2010:**

- A. **Victim Witness Expansion Staff Expansion (VOCA) Grant No. 1364510 in the amount of \$73,198; with a County match of \$56,192;**
- B. **Violence Against Women (VAWA) Prosecutor Grant No. 1344712 in the amount of \$75,125; with a County match of \$40,772; and**
- C. **Violence Against Women (VAWA) Investigator Grant No. 1515711 in the amount of \$49,024 with a County match of \$28,000.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve agenda item 19 A-C.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

20. **EMERGENCY MANAGEMENT:**

- A. **Take all appropriate action on request to convert current part-time Clerk position to a full-time Clerk I position effective January 13, 2009.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to convert current part-time Clerk position to a full-time Clerk I position effective January 13, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**Item 20 continued – Emergency Management:**

- B. Take all appropriate action on request to transfer the amount of \$9,927 from Non-Departmental, Fees, into Emergency Management Salary line items, as detailed on Budget Officer's form dated January 5, 2009, to allocate additional funds for new full-time Clerk I position.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$9,927 from Non-Departmental, Fees, into Emergency Management Salary line items, as detailed on Budget Officer's form dated January 5, 2009, to allocate additional funds for new full-time Clerk I position.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- C. Take all appropriate action to reclassify Position No. 5801-0002 in the Office of Emergency Management, from Senior Planning Coordinator, Grade 11 of the Professional Management Policy Group to Grade 12 of the Professional Management Policy Group, effective January 13, 2009, and authorize funding for increase from Non-Departmental Fees.**
- D. Take all appropriate action to reclassify Position No. 5801-0004 in the Office of Emergency Management, from Administrative Coordinator, Grade 8 of the Administrative Clerical Policy Group to Administrative Manager, Grade 9 of the Professional Management Policy Group, effective January 13, 2009 and authorize funding for increase from Non-Departmental Fees.**
- E. Take all appropriate action to reclassify Position No. 5801-0005 in the Office of Emergency Management, from Assistant Emergency Management Coordinator, Grade 12 of the Professional Management Policy Group to Deputy Emergency Management Coordinator, Grade 13 of the Professional Management Policy Group, effective January 13, 2009 and authorize funding for increase from Non-Departmental Fees.**
- F. Take all appropriate action to reclassify Position No. 5801-0010 in the Office of Emergency Management, from Clerk II, Grade 6 of the Administrative Clerical Policy Group to Clerk III, Grade 7 of the Administrative Clerical Policy Group, effective January 13, 2009 and authorize funding for increase from Non-Departmental Fees.**
- G. Take all appropriate action on request to transfer the amount of \$14,630 from Non-Departmental Fees into Emergency Management Salary line items, as detailed on Budget Officer's form dated January 5, 2009, to allocate additional funds for increase regarding Position Nos. 5801-0002, 5801-0004, 5801-0005, and 5801-0010.**
- H. Take all appropriate action to reclassify Grant Position Nos. 5801-0009 and 5801-0011 in the Office of Emergency Management, from Planning Coordinator, Grade 10 of the Professional Management Policy Group to Grade 11 of the Professional Management Policy Group, effective January 13, 2009.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve agenda item 20 C-H

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- 21. **ENGINEERING: Take all appropriate action to authorize payment in the amount of \$25,000 to Texas Department of Transportation pursuant to Agreement approved by Commissioners Court on November 25, 2008 for improvements to US90 A, Precinct 4. (Fund: Right of Way)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize payment in the amount of \$25,000 to Texas Department of Transportation pursuant to Agreement approved by Commissioners Court on November 25, 2008 for improvements to US90 A, Precinct 4. (Fund: Right of Way)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- 22. **FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on First Amendment to Agreement for Architectural Services between Fort Bend County and STOA/Golemon/Bolullo Architects regarding the Sienna Branch Library for an amount not to exceed \$253,564.58 to reflect final construction cost and change in foundation. (Fund: Facility Bond Project)**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Agreement for Architectural Services between Fort Bend County and STOA/Golemon/Bolullo Architects regarding the Sienna Branch Library for an amount not to exceed \$253,564.58 to reflect final construction cost and change in foundation. (Fund: Facility Bond Project)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- 23. **HEALTH & HUMAN SERVICES – SOCIAL SERVICES:**

- A. **Take all appropriate action to authorize Social Services to accept four hundred sixty-six (466) additional \$20 gift cards received from HEB/Reliant Energy and distribute to eligible senior, disabled, or low income Reliant customers.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize Social Services to accept four hundred sixty-six (466) additional \$20 gift cards received from HEB/Reliant Energy and distribute to eligible senior, disabled, or low income Reliant customers.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- B. **Take all appropriate action to ratify application to United Way of Greater Houston for funding of the Emergency Food & Shelter XXVII Program for FY 2009, with no cash match required by Fort Bend County.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to ratify application to United Way of Greater Houston for funding of the Emergency Food & Shelter XXVII Program for FY 2009, with no cash match required by Fort Bend County.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

24. **PARKS DEPARTMENT: Take all appropriate action on Amendment to Agreement for Operations and Programming of the Fifth Street Community Center between Fort Bend County and Boys & Girls Clubs of Greater Houston, Inc., to remove responsibility for janitorial services from the Contractor.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Amendment to Agreement for Operations and Programming of the Fifth Street Community Center between Fort Bend County and Boys & Girls Clubs of Greater Houston, Inc., to remove responsibility for janitorial services from the Contractor.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

25. **PURCHASING: Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7)(c) for the purchase of an item available from only one source for the following:**

- A. **Reference database from Info USA Marketing, for an amount not to exceed \$39,000. (Fund: Library)**
- B. **Supplemental Agreement between Fort Bend County and Manatron Records Management Master Agreement for AgendaLink Software for the Office of the County Clerk, for an amount not to exceed \$75,300. (Fund: County Clerk, Records Management)**
- C. **Capital connection fees from Sienna Plantation Municipal Utility District No. 1 for Sienna Plantation Library, for an amount not to exceed \$99,840. (Fund: Facility Bond Project)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve agenda item 25 A-C.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

26. **SHERIFF'S OFFICE:**

- A. **Take all appropriate action on Organized Crime Drug Enforcement Task Forces Agreement for investigation and prosecution of organized crime for the term of October 1, 2008 through September 30, 2009.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Organized Crime Drug Enforcement Task Forces Agreement for investigation and prosecution of organized crime for the term of October 1, 2008 through September 30, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**Item 26 continued – Sheriff’s office:**

**B. Take all appropriate action on Amended Equitable Sharing Agreement and Certification for the Sheriff’s Office, Forfeited Assets, Federal, for Fiscal Year ending September 30, 2008.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Amended Equitable Sharing Agreement and Certification for the Sheriff’s Office, Forfeited Assets, Federal, for Fiscal Year ending September 30, 2008.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**27. TREASURER’S OFFICE: Take all appropriate action on request to transfer the amount of \$90,000 from Non-Departmental Contingency into Treasurer’s Office, EMS Collection, Fees, to allocate funds for EMS collections by Linebarger Goggan Blair & Sampson through September 30, 2009.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$90,000 from Non-Departmental Contingency into Treasurer’s Office, EMS Collection, Fees, to allocate funds for EMS collections by Linebarger Goggan Blair & Sampson through September 30, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**28. Approve Bills.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$4,076,320.70.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**29. Authorize Auditor to pay and release time-sensitive bills on January 22, 2009, to be ratified by Commissioners Court on January 27, 2009.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to pay and release time-sensitive bills on January 22, 2009, to be ratified by Commissioners Court on January 27, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

January 13, 2009

- 30. **WORKSHOP – ENGINEERING: Receive preliminary engineering information from IDCUS, Inc. regarding proposed improvements to Harlem Road, from US 90A to Plantation, and take any appropriate action regarding the project, Precincts 3 and 4.**

Larry Janak with IDCUS Inc. gave a PowerPoint presentation and answered questions from court.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to accept improvements to Harlem Road, from US 90A to Plantation as presented and authorize the County Engineer to acquire Right of Way as needed.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**Recess:**

Recessed at 1:31 p.m.

- 31. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**  
**§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.**
  - A. **Acquisition of Property, an approximate thirty-foot wide, 0.2238-acre tract of land off of Charles Lane near the Eldridge Park Village Subdivision from Phil Lundin, Pct. 3.**
  - B. **Acquisition of Property, Greenbusch Mobility Project No. 732, Precinct 3.**

**Closed Session:**

Convened at 1:48 p.m.  
Adjourned at 1:59 p.m.

**Reconvene:**

Reconvened at 2:02

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

**§ 551.072. Deliberation Regarding Real Property.**

**A. Acquisition of Property, an approximate thirty-foot wide, 0.2238-acre tract of land off of Charles Lane near the Eldridge Park Village Subdivision from Phil Lundin, Pct. 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase part of Lundin tract for a Drainage Project for Road and Bridge on Charles Lane in the amount of \$14,625.00 plus necessary costs not to exceed \$3,000.00 with funds from Right of Way and authorize the County Judge to execute all necessary documents.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**B. Acquisition of Property, Greenbusch Mobility Project No. 732, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to refer to the County Attorney as per prior Resolution dated July 1, 2008 on Right to Take, plus necessary costs not to exceed \$3,000.00 each to acquire Parcels 11,12 and 13 of the Greenbusch Mobility Project with funds from Right of Way fund.

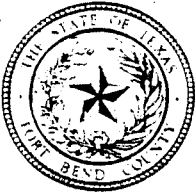
Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase Parcel 17 for \$28,450.00 and Parcel 20 A & B for \$27,814.00 of the Greenbusch Mobility Project plus necessary costs not to exceed \$3,000.00 each with funds from Right of Way and authorize the County Judge to execute all necessary documents.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

33. **Adjournment.**

Commissioners Court adjourned at 2:05 p.m. on Tuesday, January 13, 2009.

**FORT BEND COUNTY ENGINEERING**

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 10, 2008

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

**Re: Revised Traffic Control Plan for Waterside Village, Section 1  
to establish a Multi-way Stop at the intersection of Mason & Morton Road**

Dear Commissioner Meyers:

Fort Bend Engineering has performed a traffic study at the above intersection because of an increasing number of accidents at the intersection of Mason & Morton Roads. Fort Bend Engineering requests that the above referenced intersection become a multi-way stop because of the safety to the motoring public.

The public hearing date for acceptance of the revised plan is being scheduled.

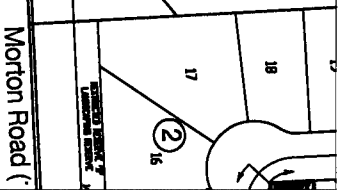
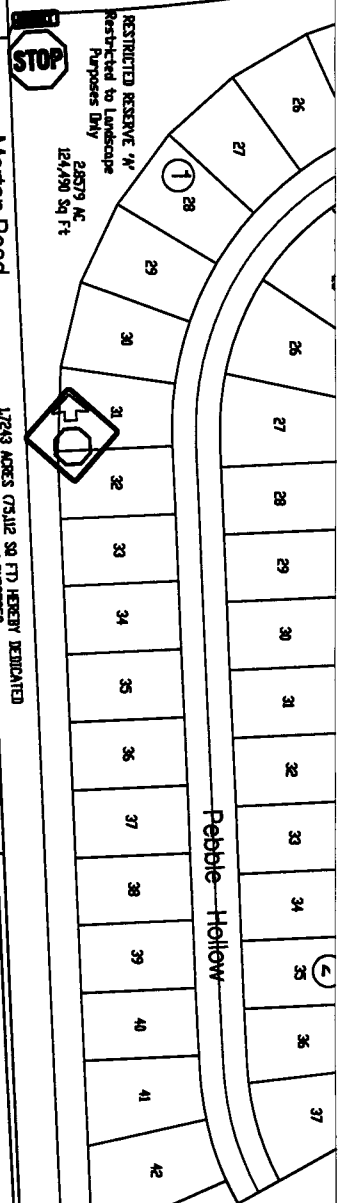
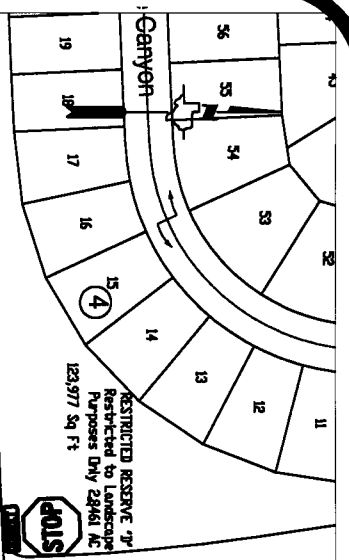
If you should have any questions, please contact me at 281-633-7514.

Sincerely,

Steven L. Evans  
Assistant to County Engineer

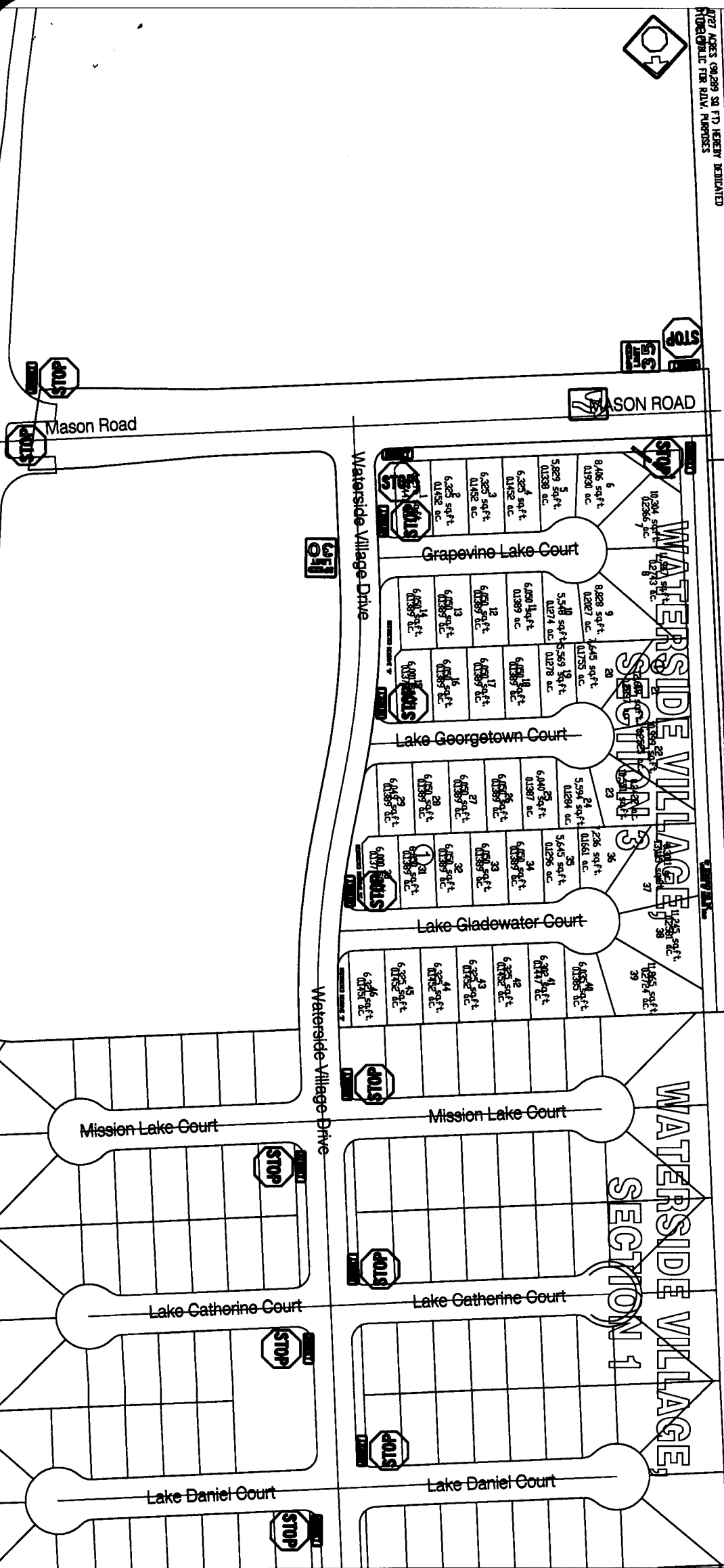
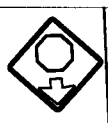
SLE/mjs

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



11274 ACRES (94,299 SQ FT) HEREBY DESIGNATED  
 HIGHWAY FOR PUBLIC PURPOSES

11243 ACRES (73,142 SQ FT) HEREBY DESIGNATED  
 IN THE PUBLIC FOR PUBLIC PURPOSES



**Note:**

The purpose of this traffic control plan is to revise traffic control for Waterside Village, Section 1.

Drawn By: L. Brdecka

Date: 12-9-08

Approved By: Steve Evans

Date: 12-9-08

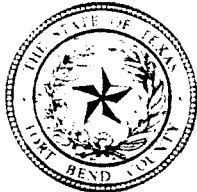
Scale

1" = 200'-0"

**Waterside Village, Section 1  
 Control Map and  
 Traffic Sign Layout**

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

5B



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

D. Jesse Hegemier  
County Engineer

December 31, 2008

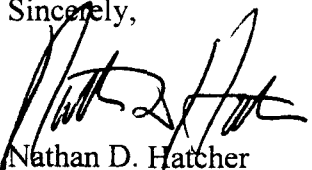
Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Cinco Ranch Southwest, Section 1 -Traffic Control Plan  
Cinco Ranch Southwest, Section 5  
Cinco Ranch Southwest, Section 11  
Cinco Ranch Southwest, Section 14  
Cinco Ranch Southwest, Section 18  
Cinco Terrace Drive St. Ded. No. 2**

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plans for the above referenced subdivision. The public hearing date for acceptance of the plans is scheduled for 1/13/2009.

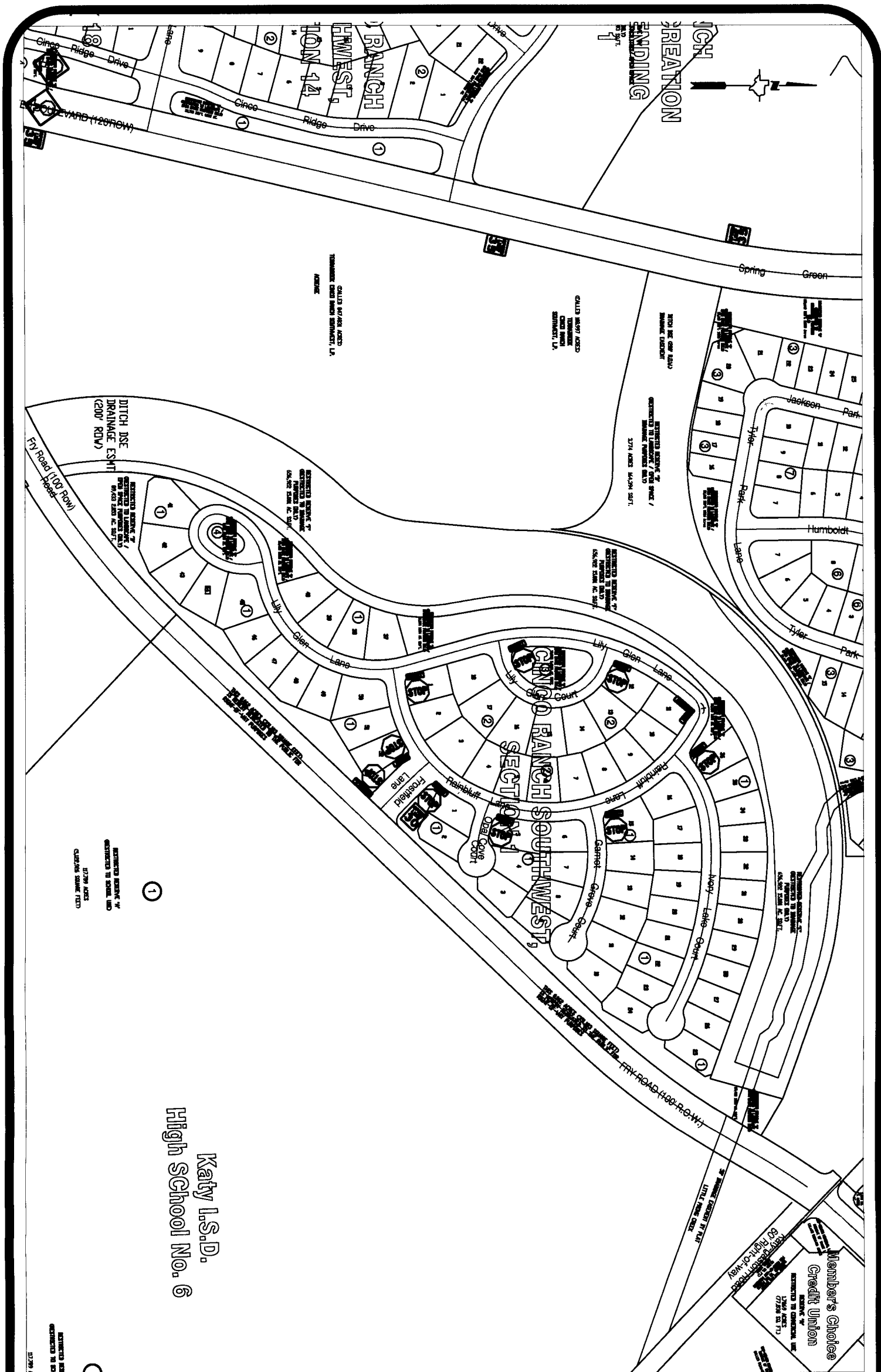
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,  


Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

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



Katy I.S.D.  
High School No. 6

**Note:**  
The purpose of this traffic control plan is to establish traffic control for Cinco Ranch Southwest, Section 1.

Drawn By: L. Brdecka  
Date: 12-18-06  
Approved By: Nathan Hatcher  
Date: 12-18-06  
Scale  
1" = 300'-0"

**Cinco Ranch Southwest, Section 1**  
**Control Map and**  
**Traffic Sign Layout**  
Fort Bend County Engineering Dept.  
1124 Blume Road  
Rosenberg, Texas 77471



**Note:**

The purpose of this traffic control plan is to establish traffic control for Cinco Ranch Southwest, Section 5.

Drawn By: L. Brdecka

Date: 12-18-08

Approved By: Nathan Hatcher

Date: 12-18-08

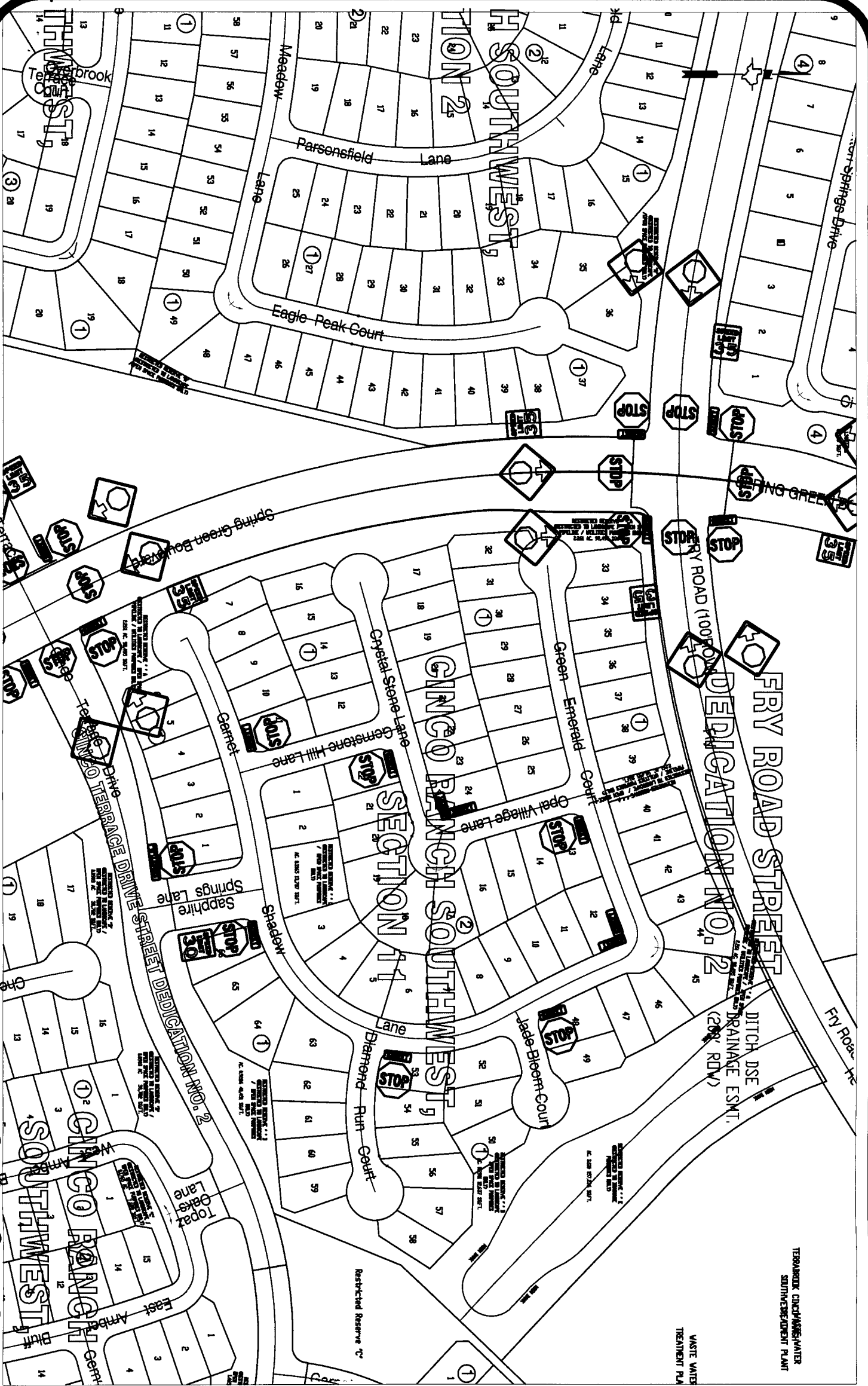
Scale

1" = 200'-0"

**Cinco Ranch Southwest, Section 5**

**Control Map and  
Traffic Sign Layout**

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



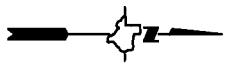
**Note:**

The purpose of this traffic control plan is to establish traffic control for Cinco Ranch Southwest, Section 11.

Drawn By: L. Brdecka  
 Date: 12-18-08  
 Approved By: Nathan Hatcher  
 Date: 12-18-08  
 Scale  
 1" = 200'-0"

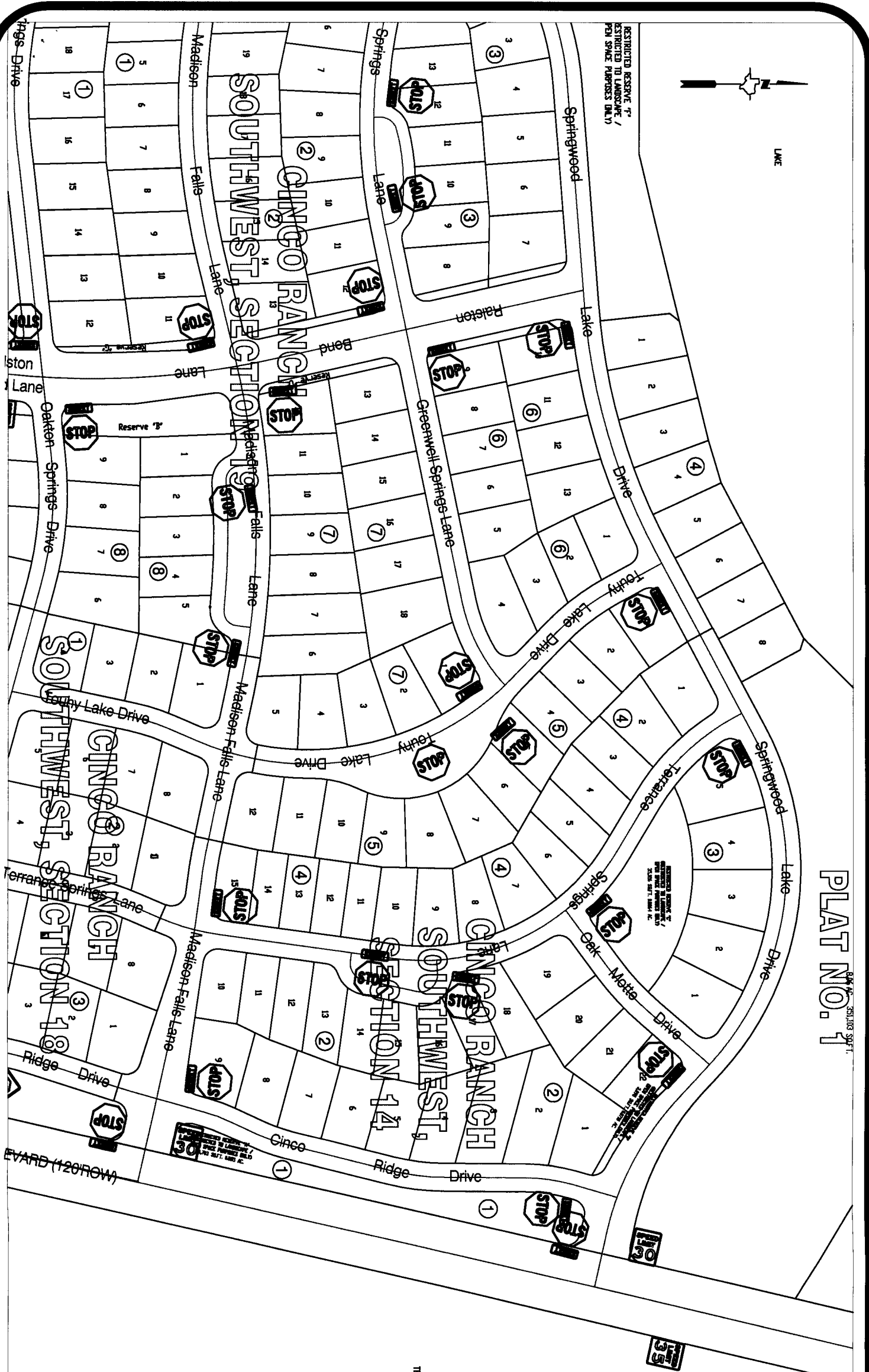
**Cinco Ranch Southwest, Section 11  
 Control Map and  
 Traffic Sign Layout**

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



LAKE

RESTRICTED RESERVE "A"  
RESTRICTED TO LANDSCAPE /  
OPEN SPACE PURPOSES (D.M.V.)



PLAT NO. 1

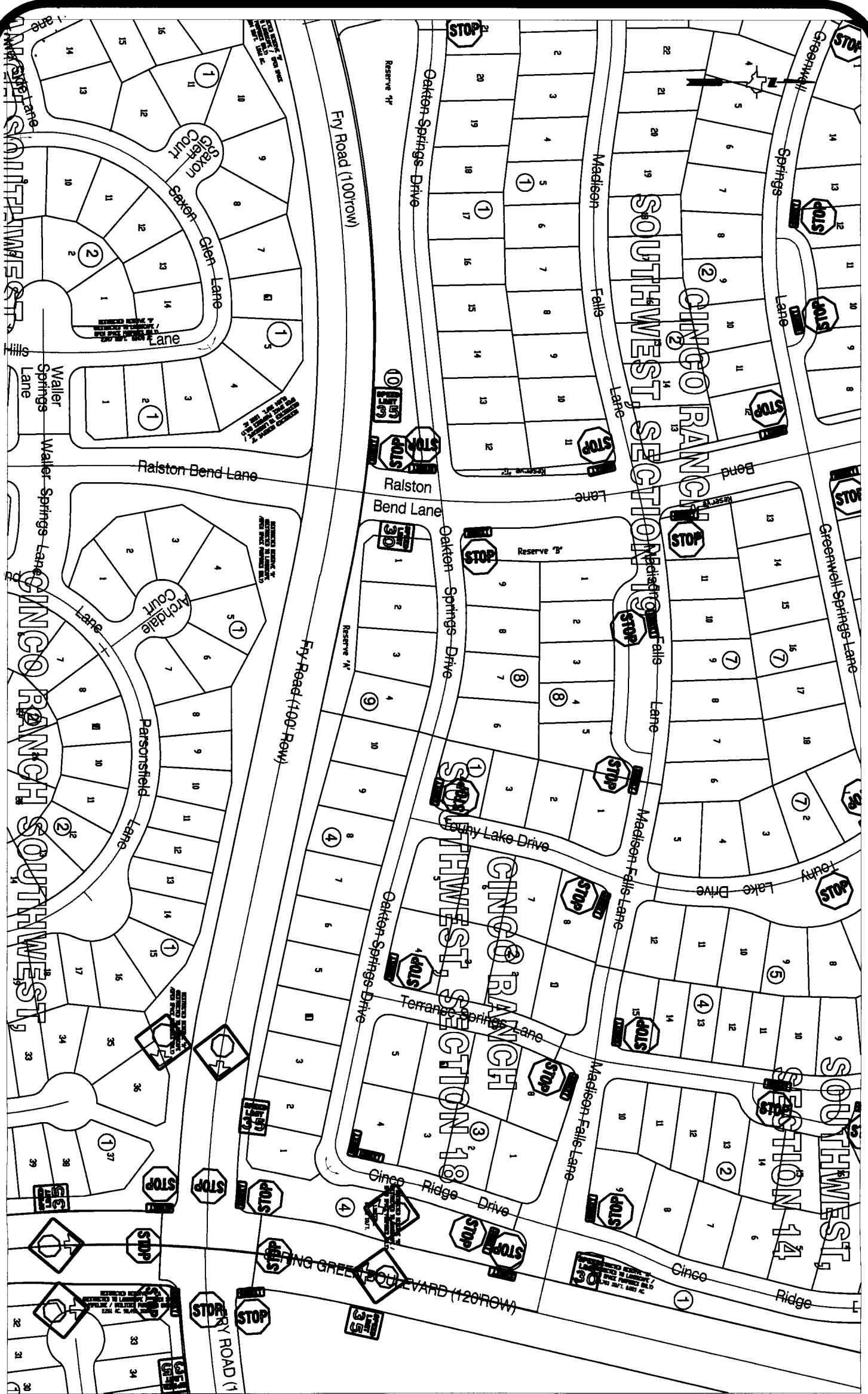
**Note:**

The purpose of this traffic control plan is to establish traffic control for Cinco Ranch Southwest, Section 14.

Drawn By: L. Brdecka  
Date: 12-18-08  
Approved By: Nathan Hatcher  
Date: 12-18-08  
Scale  
1" = 200'-0"

**Cinco Ranch Southwest, Section 14  
Control Map and  
Traffic Sign Layout**

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



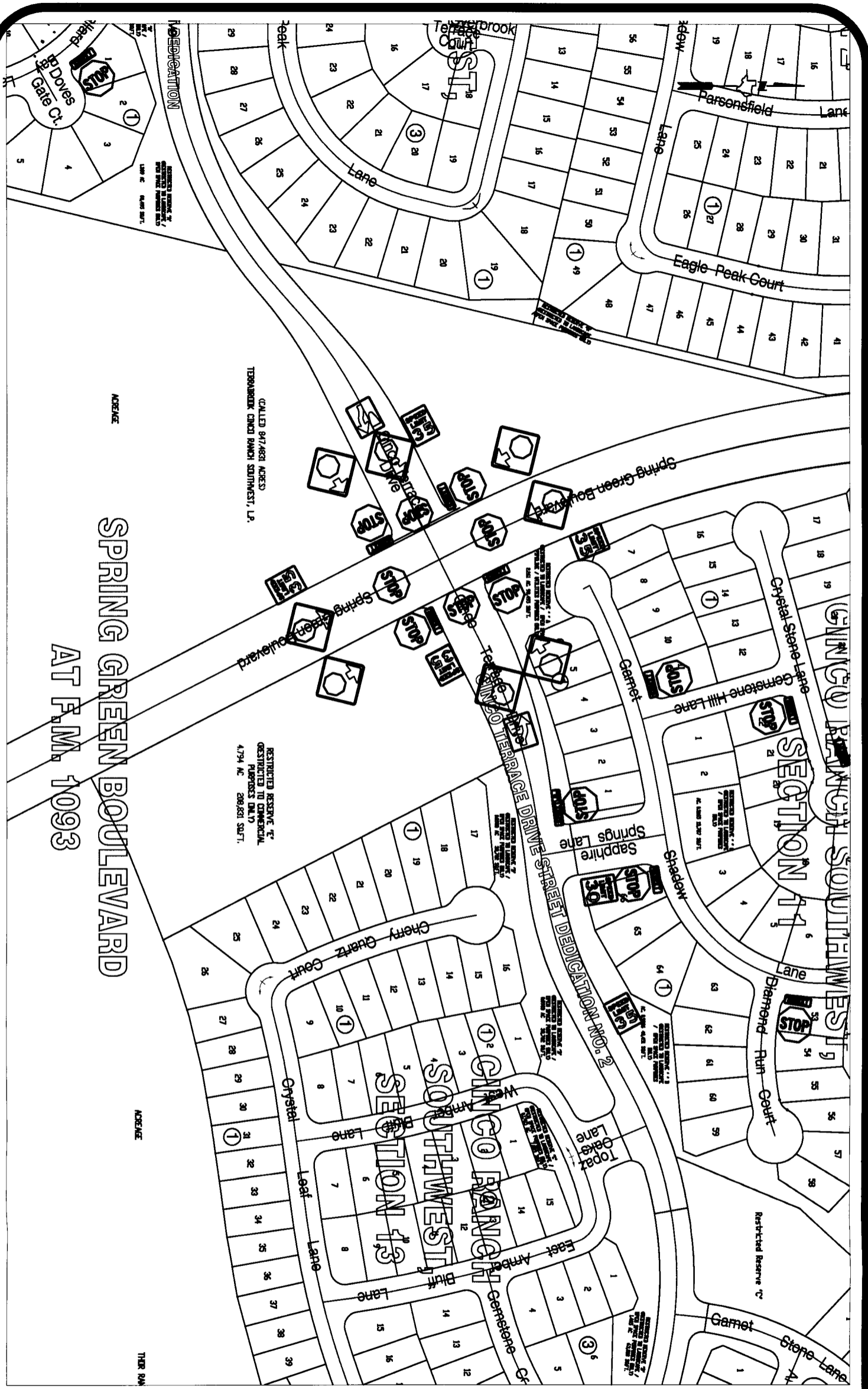
**Note:**

The purpose of this traffic control plan is to establish traffic control for Cinco Ranch Southwest, Section 18.

Drawn By: L. Brdecka  
 Date: 12-22-08  
 Approved By: Nathan Hatcher  
 Date: 12-22-08  
 Scale  
 1" = 200'-0"

**Cinco Ranch Southwest, Section 18  
 Control Map and  
 Traffic Sign Layout**

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



**Note:**

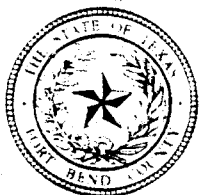
The purpose of this traffic control plan is to establish traffic control for Cinco Terrace Drive Street Dedication No. 2.

Drawn By: L. Brdecka
Date: 12-31-08
Approved By: Nathan Hatcher
Date: 12-31-08
Scale
1" = 200'-0"

**Cinco Terrace Drive Std. No. 2  
Control Map and  
Traffic Sign Layout**

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

5C



# FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 7, 2009

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

**RE: Seven Meadows, Section 21 -Traffic Control Plan**

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plans for the above referenced subdivision. The public hearing date for acceptance of the plans is scheduled for 1/13/2009.

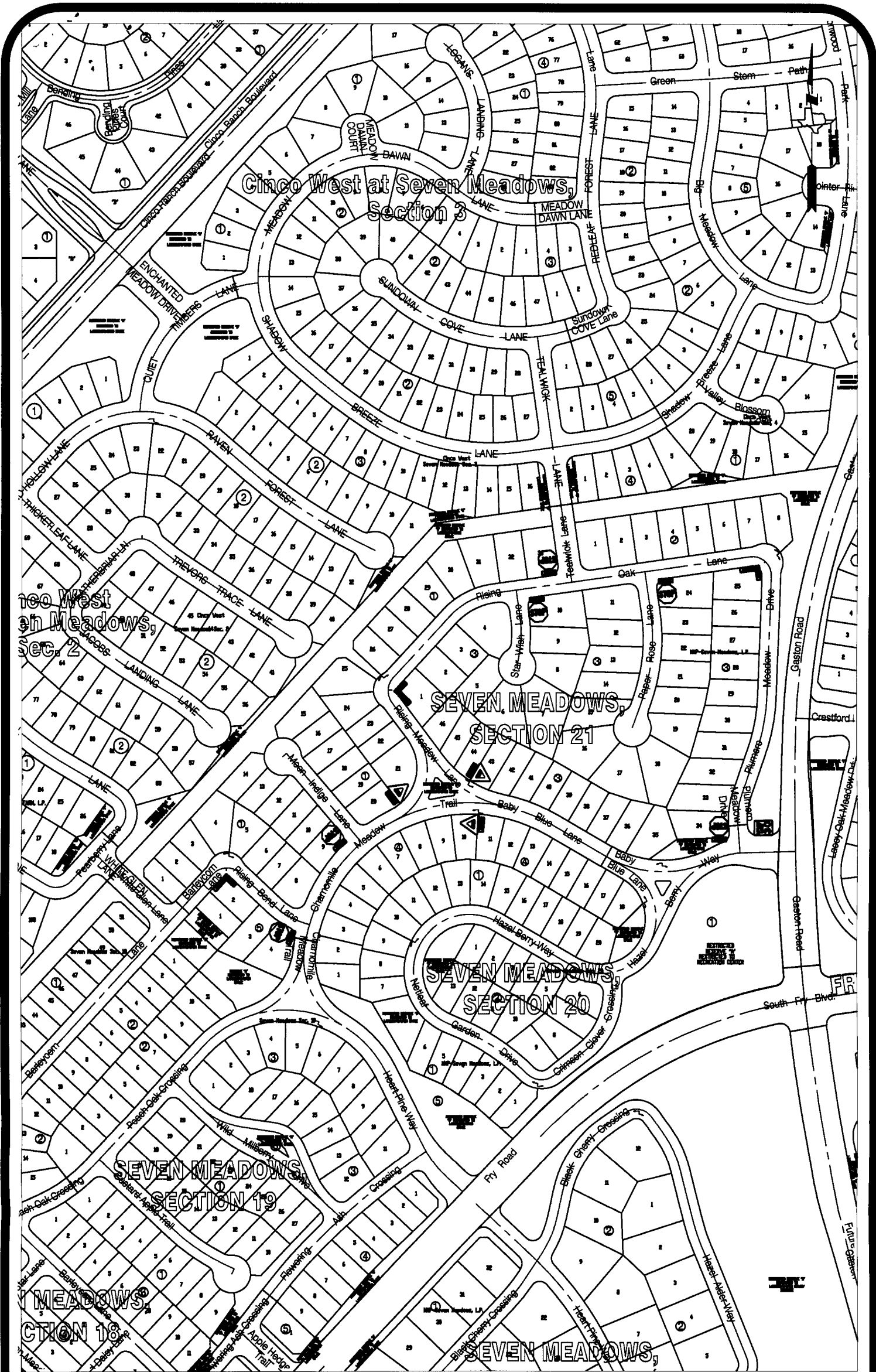
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

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



**Note:**

The purpose of this traffic control plan is to revise traffic control for Seven Meadows, Section 21.

Drawn By: L. Brdecka

Date: 12-31-08

Approved By: Nathan Hatcher

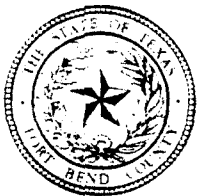
Date: 12-31-08

Scale

1" = 300'-0"

**Seven Meadows, Section 21  
Control Map and  
Traffic Sign Layout**

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



# FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 7, 2009

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

**RE: Pine Mill Ranch, Section 3 -Traffic Control Plan  
Pine Mill Ranch, Section 4**

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plans for the above referenced subdivision. The public hearing date for acceptance of the plans is scheduled for 1/13/2009.

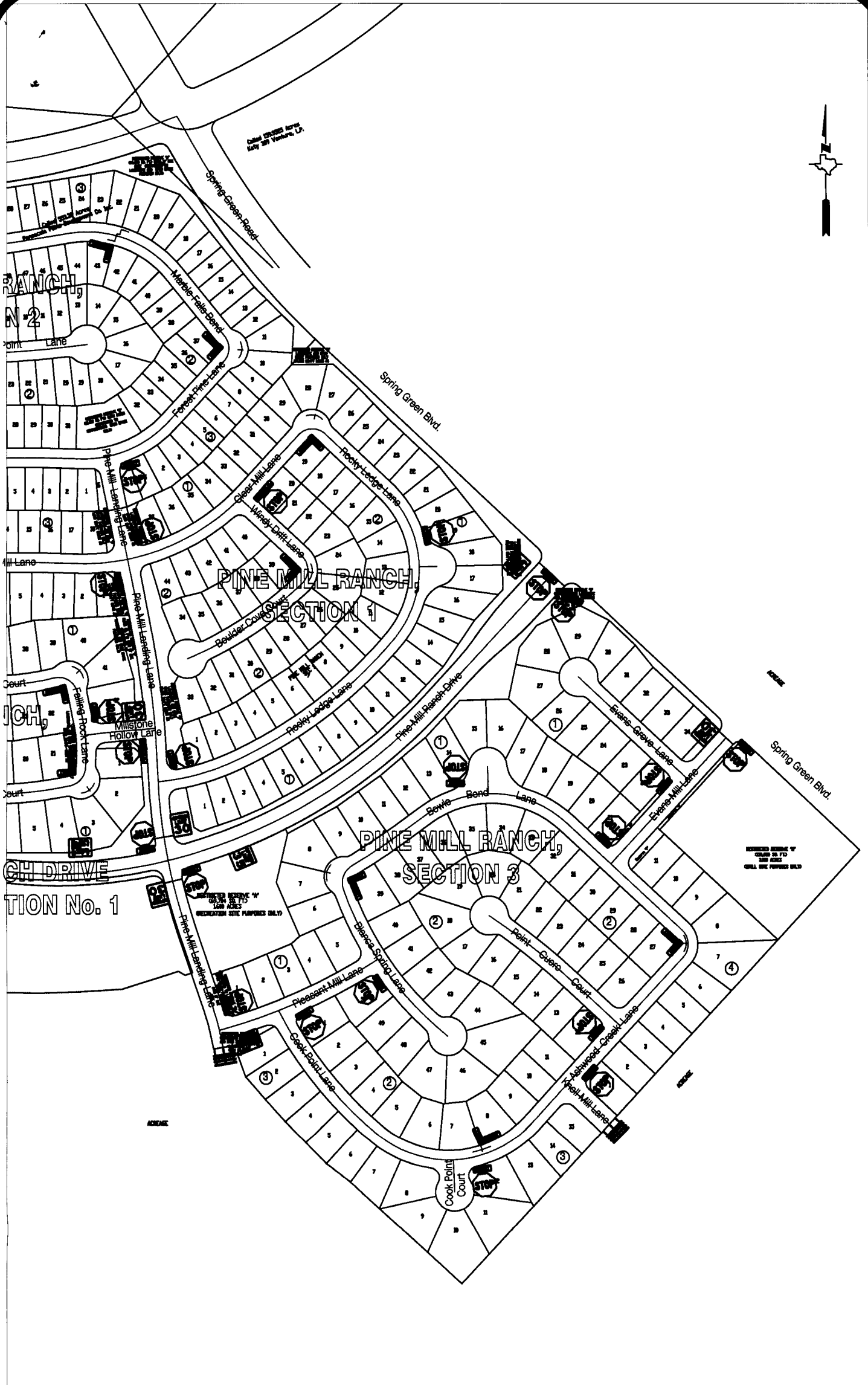
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

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



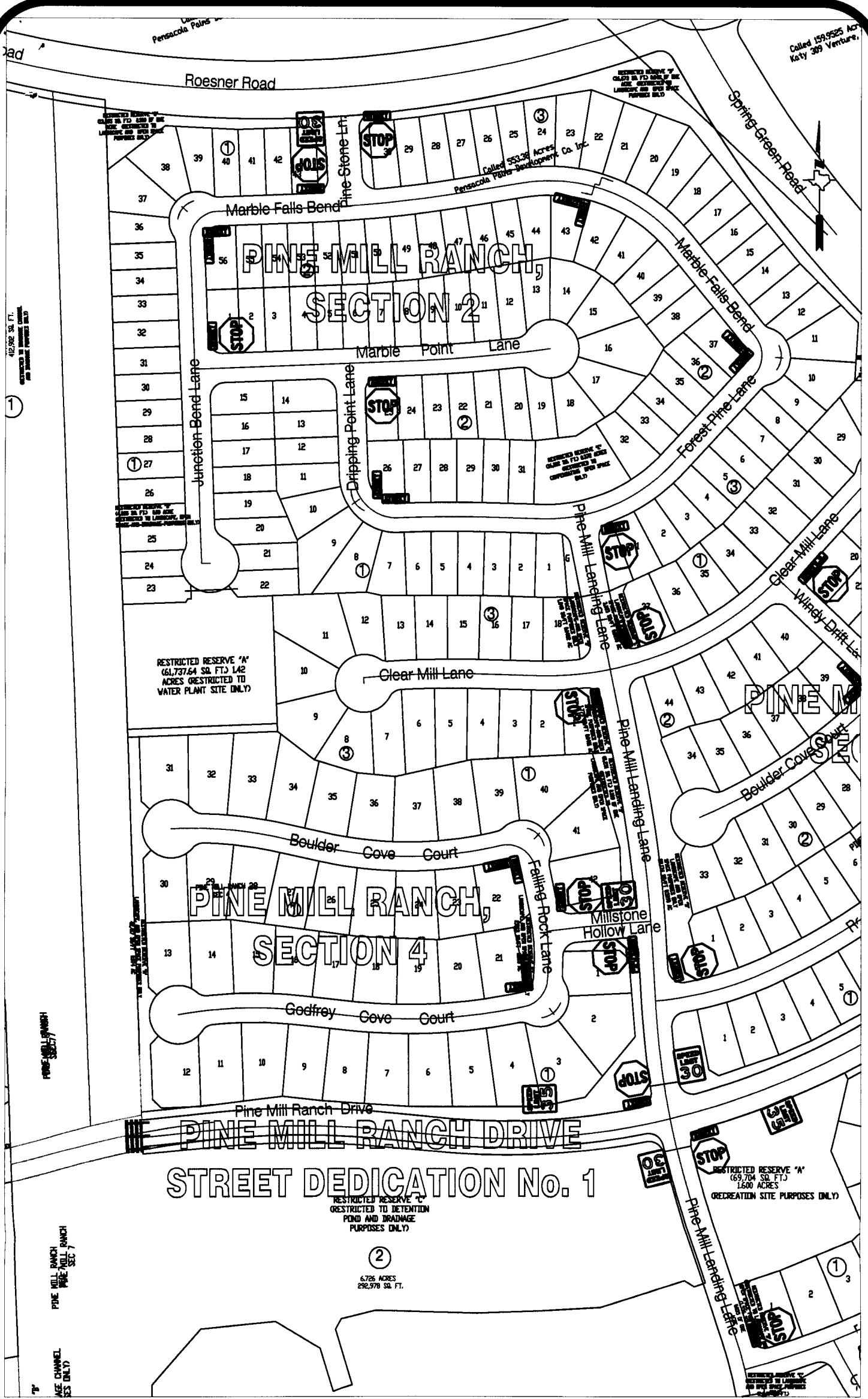
**Note:**

The purpose of this traffic control plan is to establish traffic control for Pine Mill Ranch, Section 3.

Drawn By: L. Brdecka  
Date: 1-6-09  
Approved By: Nathan Hatcher  
Date: 1-6-09  
Scale  
1" = 300'-0"

**Pine Mill Ranch, Section 3  
Control Map and  
Traffic Sign Layout**

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



**Note:**

The purpose of this traffic control plan is to establish traffic control for Pine Mill Ranch, Section 4.

Drawn By: L. Brdecka

Date: 1-6-09

Approved By: Nathan Hatcher

Date: 1-6-09

Scale

1" = 200'-0"

**Pine Mill Ranch, Section 4  
Control Map and  
Traffic Sign Layout**

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

**FORT BEND COUNTY                      FY 2009**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted:

Submitted By: Debbie Monk

Department: 268<sup>th</sup> District Court

Court Date: 1-13-09

Telephone: 281 341-8610

**SUMMARY OF ITEM:**

APPROVAL OF OUT OF STATE TRAVEL FOR JUDGE ELLIOTT TO ATTEND THE NATIONAL JUDICIAL COLLEGE FROM FEBRUARY 14 THROUGH FEBRUARY 20, 2009 IN MARYLAND

Agreement/Appointment: YES (NO)

Reviewed by County Attorney's Office: YES (NO)

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

Budgeted Item: (YES) NO

Funding Source: Fund: 63200

Requires Auditor to Certify Funds: YES (NO)

**Instructions for submitting an Agenda Request:**

- Completely fill out agenda form: incomplete forms will not be processed.
- 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 all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

**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)  
 (281) 341-8609

If by Fax to:

Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

- ✓ Auditor (281-341-3774)
- ✓ Comm. Pct. 1 (281-342-0587)
- ✓ Budget Officer (281-344-3954)
- ✓ Comm. Pct. 2 (281-403-8009)
- ✓ Facilities/Planning (281-633-7022)
- ✓ Comm. Pct. 3 (281-242-9060)

2009 Seminar

# REGISTRATION FORM

AS PER ORIGINAL

## REGISTRATION AND FEES

Registration and conference fee are per person/ per seminar.  
 Tuition ..... \$1,195  
 Conference Fee ..... \$360

A 10% discounted rate available up to 90 days prior to seminar start date, less \$360 conference fee.

## ACCOMMODATIONS

Each participant is responsible for making their own hotel and travel reservations. The NJC has a limited number of rooms reserved at special conference rates.

## HOW TO REGISTER

Complete the enclosed form and return with payment to:

### BY MAIL:

The National Judicial College  
 Registrar's Office  
 Judicial College Building/MS 358  
 Reno, NV 89557

### BY FAX:

FAX your registration to:  
 (775) 784-1269

## QUESTIONS?

Please contact the NJC registrar at (800) 25-JUDGE or registrar@judges.org. Early reservations are encouraged.

## REFUNDS AND CANCELLATIONS

Cancellations made within 30 days prior to the start of a seminar will be charged a \$50 cancellation fee.

## TAX DEDUCTIONS

Some expenses for continuing education including fees, travel, meals and lodging, undertaken to maintain and improve professional skills, are tax deductible. Please consult your tax advisor for details.

## MORE INFORMATION

For more information, full course descriptions and to reserve a space, please contact the NJC registrar at (800) 25-JUDGE or registrar@judges.org.

## "JS" NUMBERS

Courses marked with a "JS" number may be used for credit in the Judicial Studies program and are open to all registrants. For more information on the Judicial Studies program please contact the NJC registrar or visit our website at www.judges.org/seminarsseries.

## PROFESSIONAL INFORMATION

Name (Please print) BRADY G. ELLIOTT  
 Preferred name for badge BRADY ELLIOTT  
 Court/Agency/Company name 268TH JUDICIAL DISTRICT COURT  
 Mailing address 302 JACKSON, ROOM 101  
 City RICHMOND State TX Zip 77469  
 Work/Daytime phone (281) 341-8610 Evening phone (281) 437-9225  
 FAX (281) 341-8614 E-mail address \_\_\_\_\_  
 Title or position DISTRICT COURT JUDGE  
 Length of time in current position 20+ YEARS

## SEMINAR SERIES 2009 COURSES

- February 15-19, 2009 - Orlando, FL  
Advanced Evidence (JS 617)
- February 15-19, 2009 - Washington, DC  
Today's Justice: The Historic Basics (JS 642)
- April 26-30, 2009 - Newport, RI  
Judicial Philosophy and American Law
- May 21-28, 2009 - San Francisco, CA  
Conducting the Trial (JS 632)
- June 14-18, 2009 - Philadelphia, PA  
Dispute Resolution Skills (JS 625)
- June 21-25, 2009 - Yellowstone, MT  
Current Issues in the Law
- July 5-9, 2009 - Seattle, WA  
Enhancing Judicial Bench Skills
- September 13-17, 2009 - Phoenix, AZ  
Managing Challenging Family Law Cases (JS 634)
- October 4-8, 2009 - San Antonio, TX  
Effective Team Court Management
- November 1-5, 2009 - Naples, FL  
Handling Capital Cases (JS 624)

## PAYMENT

\$1,195 Tuition (\$1,095 discounted rate available up to 90 days prior to seminar start date), plus \$370 conference fee. All fees are per person/per seminar.

Check enclosed     Credit card     Purchase order attached

Full name and address of funding agency FORT BEND COUNTY  
301 JACKSON, ROOM 101, RICHMOND, TX 77469

Funding agency telephone ( ) \_\_\_\_\_

Please charge my credit card (check one)  VISA     MC     AMEX     DISCOVER The sum of \$ \_\_\_\_\_  
 Credit card No. \_\_\_\_\_ Exp. date Month/Year \_\_\_\_\_  
 Name on card (Please print) \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 (Or call the NJC Business Office (800) 255-8343 for more information)  
 I would like my confirmation letter mailed to an address other than my office address

Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mail completed form with payment to

The National Judicial College - Registrar's Office  
 Judicial College Building/MS 358 - Reno, NV 89557

or

Fax your registration: (775) 784-1269

THE NATIONAL  JUDICIAL COLLEGE

**FORT BEND COUNTY    FY 2009**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

<b>Date Submitted:</b> 01/07/09	<b>Submitted By:</b> Kristina Pruitt
<b>Court Agenda Date:</b> 01/13/09	<b>Department:</b> Juvenile Probation
	<b>Phone Number:</b> 281/633-7320

**SUMMARY OF ITEM:**  
Out of state travel for Matthew Kyle Dobbs to the 36<sup>th</sup> National Conference on Juvenile Justice (NCJJ), Orlando, Florida on March 11-14, 2009

**RENEWAL AGREEMENT/APPOINTMENT**                      YES                       NO   
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:**    YES                       NO

**List Supporting Documents Attached:** *Copy of Agenda*

**FINANCIAL SUMMARY:**  
All travel, meals, and lodging and allowable out-of-pockets expenses will be reimbursed by the NCJJ.

**BUDGETED ITEM:**    YES                       NO

**FUNDNG SOURCE:** Accounting Unit: 150575100-63200 Account Number:  
Activity (If Applicable):

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-833-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Consider for approval out of state travel for Matthew Kyle Dobbs to the 36<sup>th</sup> National Conference on Juvenile Justice (NCJJ), Orlando, Florida on March 11-14, 2009

**FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

<b>Date Submitted:</b> 1/7/2009	<b>Submitted By:</b>
<b>Court Agenda Date:</b> 1/13/2009	<b>Department:</b> County Judge
	<b>Phone Number:</b> 281-341-8608

**SUMMARY OF ITEM:** Approve appointments to the Houston Galveston Area Council 2009 General Assembly and Board of Directors effective January 1, 2009: Andy Meyers, Representative, General Assembly, and Delegate to the Board of Directors; Robert Hebert, Representative, General Assembly, and Alternate, Board of Directors; Grady Prestage, Alternate, General Assembly; and Richard Morrison, Alternate, General Assembly.

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

**List Supporting Documents Attached:** *Correspondence from H-GAC*

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Activity (If Applicable): \_\_\_\_\_

**DESCRIPTION OF LAWSON ACCOUNT:** \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4528)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):**

1-14-09 copy received

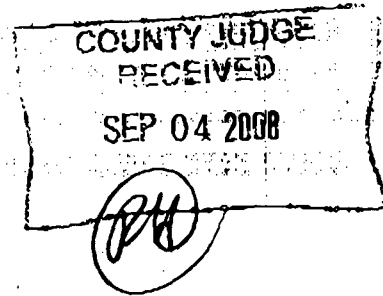


Houston-Galveston Area Council

Office of the Executive Director

August 28, 2008

The Honorable Robert Hebert  
County Judge, Fort Bend County  
309 S Fourth Street  
Richmond, TX 77469



Dear Judge Hebert:

I am writing to request that Fort Bend County Commissioners Court take action concerning your 2009 representation on the Houston-Galveston Area Council's General Assembly and Board of Directors.

H-GAC's Bylaws provide that you may designate two elected officials as representatives and two elected officials as alternates to the General Assembly, all of whom must be members of the Commissioners Court. Of the two representatives to the General Assembly, one shall be appointed to serve as the county's delegate to the Board of Directors, while the other representative shall be named as the alternate to the Board of Directors.

A form is enclosed for your use in completing the County's designation actions.

The 2009 Board representative and alternate begin their terms of office at the first of January 2009.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me or Mary Spain of the staff. Thanks for your help in selecting H-GAC's 2009 General Assembly and Board of Directors.

Sincerely,

Jack Steele

JS/ndg

Enclosure



**DESIGNATION OF DELEGATES  
TO THE  
HOUSTON-GALVESTON AREA COUNCIL  
2009 GENERAL ASSEMBLY  
AND TO THE  
BOARD OF DIRECTORS**

\*\*\*\*\*

**BE IT RESOLVED**, by the Commissioner's Court of Fort Bend County, Texas, that the following be and are hereby designated as the representatives and alternates of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2009, and that the REPRESENTATIVES to the General Assembly be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2009:

- 1. REPRESENTATIVE, GENERAL ASSEMBLY  
and DELEGATE, BOARD OF DIRECTORS Andy Meyers
- 2. REPRESENTATIVE, GENERAL ASSEMBLY  
and ALTERNATE, BOARD OF DIRECTORS Robert Hebert
- 1. ALTERNATE, GENERAL ASSEMBLY Grady Prestage
- 2. ALTERNATE, GENERAL ASSEMBLY Richard Morrison

**THAT**, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegates and alternates.

**PASSED AND ADOPTED**, this 13 day of January ~~2008~~ 2009.

APPROVED:



Commissioner's Court of Fort Bend County  
Robert Hebert, County Judge

800

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2008 *9*

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

- Robert E. Hebert - County Judge
- Richard Morrison - 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 11, 2007, the Court heard and approved the budget for the year 2008 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: Auditor's Office Dept. #: Various

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fairgrounds Renovations 2008	100687888 P687-08FGRENOVA	\$ 3,794
General Fund Projects	100687888 P687-08COMMPRO	47,429
TOTAL TRANSFERRED TO:		\$ 51,223

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fairgrounds Renovations 2002	100687888 P687-02FAIRGRND	\$ 3,794
Pct. 4 Remodel	100687888 P687-06PCT4	38,966
Travis Bldg. Elevator Repair	100687888 P687-07TRAELEV	8,463
TOTAL TRANSFERRED FROM:		\$ 51,223

EXPLANATION: To transfer funds for completed projects in FY2008.

Department Head:  Date: 1/2/09

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND  
BY:   
Robert E. Hebert, County Judge

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2009

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 for Fort Ben 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: Public Transportation Accounting Unit: 100610100

TRANSFER TO:

Table with 3 columns: ACCOUNT NAME, ACCOUNT NUMBER, AMOUNT. Row 1: Budget Transfer, 100409100 - 15900, \$ 1,099.116. Row 2: TOTAL TRANSFERRED TO: \$ -

TRANSFER FROM:

Table with 3 columns: ACCOUNT NAME, ACCOUNT NUMBER, AMOUNT. Row 1: Local Grant Allocation, 100610100-63600, \$ 1,099.116. Row 2: TOTAL TRANSFERRED FROM: \$ 1,099.116

EXPLANATION: To accept Federal award of \$1,844,049 with a county match of \$1,099,116 for Fiscal Year 2008 Urban grant to be administered by Public Transportation.

Department Head: Date:

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND BY: Robert E. Hebert, County Judge

801

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2008 <sup>9</sup>

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

- Robert E. Hebert - County Judge
- Richard Morrison - 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 11, 2007, the Court heard and approved the budget for the year 2008 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 Dept #: 155611888

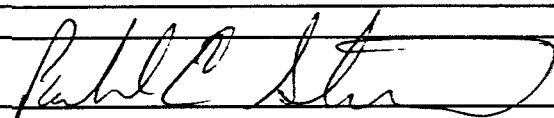
TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Traffic Signal Project - 2006	155611888 P611-06TRAFFIC	\$ 111,350
TOTAL TRANSFERRED TO:		\$ 111,350


TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Traffic Signal Project - 2002	155611888 P611-02TRAFFIC	\$ 111,350
TOTAL TRANSFERRED FROM:		\$ 111,350

EXPLANATION: To transfer funds from the 2002 Traffic Signal Project account to the 2006 Account.

Department Head:  Date: 1/2/09

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND  
BY:   
Robert E. Hebert, County Judge

802

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2009

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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 155611100

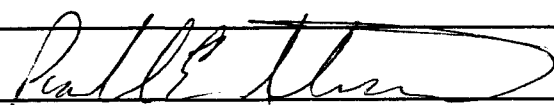
TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Traffic Signals	155611888 P611-06TRAFFIC	\$ 500,000
Bridge Construction	155611888 P611-04BRIDGE	200,000
	<b>TOTAL TRANSFERRED TO:</b>	<b>\$ 700,000</b>

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Capital Acquisitions	155611100-64500	\$ 700,000
	<b>TOTAL TRANSFERRED FROM:</b>	<b>\$ 700,000</b> ✓

EXPLANATION: Transfer funds budgeted for capital projects in the Road & Bridge budget to the project accounts.

Department Head:  Date: 1/8/09

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND  
BY:   
Robert E. Hebert, County Judge

Ed

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2009

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

- Robert E. Hebert - County Judge
- Richard Morrison - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Jamca Patterson - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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 - Forfeited - Federal Dept # 315560116

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Capital Acquisitions	84500	\$ 6,300
TOTAL TRANSFERRED TO:		\$ 6,300

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Contingency	315560116 - 68500	\$ 6,300
TOTAL TRANSFERRED FROM:		\$ 6,300

EXPLANATION: Funds will be used to purchase ML910 laptop for D. Jan.

Department Head: [Signature] Date January 6, 2009

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND

BY: [Signature]  
Robert E. Hebert, County Judge

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 12/31/08	Submitted By: P.Batts
Court Agenda Date: 01/13/09	Department: Engineering Phone Number: 281 633 7507

**SUMMARY OF ITEM:** Approve Payment of Invoice No. 0105546 (Pay Estimate No.3) in the amount of \$9,260.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobilty Bonds)

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Activity (If Applicable): \_\_\_\_\_

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**  
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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

# PATE ENGINEERS

December 15, 2008

Mr. D. Jesse Hegemier, P.E.  
County Engineer  
Fort Bend County  
1124-52 Blume Road  
Rosenberg, Texas 77471

Reference: Engineering and surveying services for the Old Richmond Road widening from  
West Airport Blvd. to Boss Gaston Road  
PATE Job No. 0570-018-00 (P.O.#17499)

Dear Mr. Hegemier:

Transmitted herewith are five outstanding invoices for the above referenced project for the period June 2008 through October 2008 totally \$73,054.00 and our current November 2008 invoice for \$9,436.00. The reason for submitting all invoices at one time is that we recently discovered that we have had incorrect billing information on our invoices. We have been mailing the invoices to David Balmos at Klotz Associates instead of mailing them to you with a copy to David Balmos.

We apologize for any inconvenience this may cause and appreciate your attention to this matter. If you have any questions please call me at 713-462-3178 or e-mail me at [tsellers@pateeng.com](mailto:tsellers@pateeng.com).

Very truly yours,

**PATE ENGINEERS, INC.**



Travis S. Sellers, P.E.  
Senior Project Manager

Enclosures

cc: David Balmos, P.E., Klotz Associates, Inc.

J:\0500\057001800 Old Richmond Rd Paving Improvements\200 PROJ MGMT\10 Corres\Hegemier Ltr 12 15 08.doc

# PATE ENGINEERS

Fort Bend County  
 D. Jesse Hegemier, P.E.  
 County Engineer  
 1124-52 Blume Road  
 Rosenberg, Texas 77471

August 26, 2008  
 Project No: 057001800  
 Invoice No: 0105546  
**P.O.#17499**

Engineering and surveying services for the Old Richmond Road widening from West Airport Blvd. to Boss Gaston Road

**Professional Services from July 26, 2008 to August 25, 2008**

	Amount	% Complete	Amount	Previously Invoiced	This Invoice
Drainage & Culvert Analysis	8,200.00	22.00	1,804.00	1,804.00	0.00
Basic Services	55,000.00	28.00	15,400.00	7,700.00	7,700.00
Control and Topo Survey	30,000.00	40.00	12,000.00	11,100.00	900.00
Deed Research, ROW Resolution	22,000.00	40.00	8,800.00	8,140.00	660.00
Prepare Exhibits and Metes & Bounds Monument Parcels (50 parcels @ \$1,400/parcel)	70,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>					<b>9,260.00</b>
				<b>Total this Invoice</b>	<b>\$9,260.00</b>

cc:  
 Klotz Associates, Inc.  
 Mr. David Balmos, P.E.  
 1160 Dairy Ashford, Suite 500  
 Houston, TX 77079

**APPROVED**

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 12/31/08	Submitted By: P.Batts
Court Agenda Date: 01/13/09	Department: Engineering Phone Number: 281 633 7507

**SUMMARY OF ITEM:** Approve Payment of Invoice No. 0106143 (Pay Estimate No.4) in the amount of \$9,050.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds) Lawson P.O.#17499

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Activity (If Applicable): \_\_\_\_\_

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

# PATE ENGINEERS

December 15, 2008

Mr. D. Jesse Hegemier, P.E.  
County Engineer  
Fort Bend County  
1124-52 Blume Road  
Rosenberg, Texas 77471

Reference: Engineering and surveying services for the Old Richmond Road widening from  
West Airport Blvd. to Boss Gaston Road  
PATE Job No. 0570-018-00 (P.O.#17499)

Dear Mr. Hegemier:

Transmitted herewith are five outstanding invoices for the above referenced project for the period June 2008 through October 2008 totally \$73,054.00 and our current November 2008 invoice for \$9,436.00. The reason for submitting all invoices at one time is that we recently discovered that we have had incorrect billing information on our invoices. We have been mailing the invoices to David Balmos at Klotz Associates instead of mailing them to you with a copy to David Balmos.

We apologize for any inconvenience this may cause and appreciate your attention to this matter. If you have any questions please call me at 713-462-3178 or e-mail me at [tsellers@pateeng.com](mailto:tsellers@pateeng.com).

Very truly yours,

**PATE ENGINEERS, INC.**



Travis S. Sellers, P.E.  
Senior Project Manager

Enclosures

cc: David Balmos, P.E., Klotz Associates, Inc.

J:\0500\057001800 Old Richmond Rd Paving Improvements\200 PROJ MGMT\10 Corres\Hegemier Ltr 12 15 08.doc

# PATE ENGINEERS

Fort Bend County  
 D. Jesse Hegemier, P.E.  
 County Engineer  
 1124-52 Blume Road  
 Rosenberg, Texas 77471

September 26, 2008  
 Project No: 057001800  
 Invoice No: 0106143  
 P.O.#17499

Engineering and surveying services for the Old Richmond Road widening from West Airport Blvd. to Boss Gaston Road

**Professional Services from August 26, 2008 to September 25, 2008**

	Amount	% Complete	Amount	Previously Invoiced	This Invoice
Drainage & Culvert Analysis	8,200.00	22.00	1,804.00	1,804.00	0.00
Basic Services	55,000.00	35.00	19,250.00	15,400.00	3,850.00
Control and Topo Survey	30,000.00	50.00	15,000.00	12,000.00	3,000.00
Deed Research, ROW Resolution	22,000.00	50.00	11,000.00	8,800.00	2,200.00
Prepare Exhibits and Metes & Bounds Monument Parcels (50 parcels @ \$1,400/parcel)	70,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>					<b>9,050.00</b>
				<b>Total this Invoice</b>	<b>\$9,050.00</b>

cc:  
 Klotz Associates, Inc.  
 Mr. David Balmos, P.E.  
 1160 Dairy Ashford, Suite 500  
 Houston, TX 77079

**APPROVED**

9c

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 12/31/08	Submitted By: P.Batts
Court Agenda Date: 01/13/09	Department: Engineering
	Phone Number: 281 633 7507

**SUMMARY OF ITEM:** Approve Payment of Invoice No. 0106609 (Pay Estimate No.5) in the amount of \$26,000.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds) Lawson P.O.#17499

RENEWAL AGREEMENT/APPOINTMENT YES  NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Activity (If Applicable): \_\_\_\_\_

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
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**DISTRIBUTION:**

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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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): \_\_\_\_\_

# PATE ENGINEERS

December 15, 2008

Mr. D. Jesse Hegemier, P.E.  
County Engineer  
Fort Bend County  
1124-52 Blume Road  
Rosenberg, Texas 77471

Reference: Engineering and surveying services for the Old Richmond Road widening from  
West Airport Blvd. to Boss Gaston Road  
PATE Job No. 0570-018-00 (P.O.#17499)

Dear Mr. Hegemier:

Transmitted herewith are five outstanding invoices for the above referenced project for the period June 2008 through October 2008 totally \$73,054.00 and our current November 2008 invoice for \$9,436.00. The reason for submitting all invoices at one time is that we recently discovered that we have had incorrect billing information on our invoices. We have been mailing the invoices to David Balmos at Klotz Associates instead of mailing them to you with a copy to David Balmos.

We apologize for any inconvenience this may cause and appreciate your attention to this matter. If you have any questions please call me at 713-462-3178 or e-mail me at [tsellers@pateeng.com](mailto:tsellers@pateeng.com).

Very truly yours,

**PATE ENGINEERS, INC.**



Travis S. Sellers, P.E.  
Senior Project Manager

Enclosures

cc: David Balmos, P.E., Klotz Associates, Inc.

J:\0500\057001800 Old Richmond Rd Paving Improvements\200 PROJ MGMT\10 Corres\Hegemier Ltr 12 15 08.doc

# PATE ENGINEERS

Fort Bend County  
 D. Jesse Hegemier, P.E.  
 County Engineer  
 1124-52 Blume Road  
 Rosenberg, Texas 77471

October 26, 2008  
 Project No: 057001800  
 Invoice No: 0106609  
**P.O.#17499**

Engineering and surveying services for the Old Richmond Road widening from West Airport Blvd. to Boss Gaston Road

**Professional Services from September 26, 2008 to October 25, 2008**

		%		Previously	This
	Amount	Complete	Amount	Invoiced	Invoice
Drainage & Culvert Analysis	8,200.00	22.00	1,804.00	1,804.00	0.00
Basic Services	55,000.00	35.00	19,250.00	19,250.00	0.00
Control and Topo Survey	30,000.00	100.00	30,000.00	13,323.50	16,676.50
Deed Research, ROW Resolution	22,000.00	100.00	22,000.00	12,676.50	9,323.50
Prepare Exhibits and Metes & Bounds Monument Parcels (50 parcels @ \$1,400/parcel)	70,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>					<b>26,000.00</b>
				<b>Total this Invoice</b>	<b>\$26,000.00</b>

cc:  
 Klotz Associates, Inc.  
 Mr. David Balmos, P.E.  
 1160 Dairy Ashford, Suite 500  
 Houston, TX 77079

APPROVED

9D

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/02/09	Submitted By: P.Batts
Court Agenda Date: 01/13/09	Department: Engineering
	Phone Number: 281 633 7507

**SUMMARY OF ITEM:** Approve Payment of Invoice No. 0106893 (Pay Estimate No.6) in the amount of \$9,436.00 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds) Lawson P.O.#17499

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO   
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Activity (If Applicable): \_\_\_\_\_

**DESCRIPTION OF LAWSOM ACCOUNT:** \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
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<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): \_\_\_\_\_

# PATE ENGINEERS

December 15, 2008

Mr. D. Jesse Hegemier, P.E.  
County Engineer  
Fort Bend County  
1124-52 Blume Road  
Rosenberg, Texas 77471

Reference: Engineering and surveying services for the Old Richmond Road widening from  
West Airport Blvd. to Boss Gaston Road  
PATE Job No. 0570-018-00 (P.O.#17499)

Dear Mr. Hegemier:

Transmitted herewith are five outstanding invoices for the above referenced project for the period June 2008 through October 2008 totally \$73,054.00 and our current November 2008 invoice for \$9,436.00. The reason for submitting all invoices at one time is that we recently discovered that we have had incorrect billing information on our invoices. We have been mailing the invoices to David Balmos at Klotz Associates instead of mailing them to you with a copy to David Balmos.

We apologize for any inconvenience this may cause and appreciate your attention to this matter. If you have any questions please call me at 713-462-3178 or e-mail me at [tsellers@pateeng.com](mailto:tsellers@pateeng.com).

Very truly yours,

**PATE ENGINEERS, INC.**



Travis S. Sellers, P.E.  
Senior Project Manager

Enclosures

cc: David Balmos, P.E., Klotz Associates, Inc.

J:\0500\057001800 Old Richmond Rd Paving Improvements\200 PROJ MGMT\10 Corres\Hegemier Ltr 12 15 08.doc

# PATE ENGINEERS

Fort Bend County  
 D. Jesse Hegemier, P.E.  
 County Engineer  
 1124-52 Blume Road  
 Rosenberg, Texas 77471

November 26, 2008  
 Project No: 057001800  
 Invoice No: 0106893  
**P.O.#17499**

Engineering and surveying services for the Old Richmond Road widening from West Airport Blvd. to Boss Gaston Road

**Professional Services from October 26, 2008 to November 25, 2008**

	Amount	%	Amount	Previously Invoiced	This Invoice
	Complete				
Drainage & Culvert Analysis	8,200.00	70.00	5,740.00	1,804.00	3,936.00
Basic Services	55,000.00	45.00	24,750.00	19,250.00	5,500.00
Control and Topo Survey	30,000.00	100.00	30,000.00	30,000.00	0.00
Deed Research, ROW Resolution	22,000.00	100.00	22,000.00	22,000.00	0.00
Additional Topography	3,000.00	0.00	0.00	0.00	0.00
Prepare Exhibits and Metes & Bounds Monument Parcels (50 parcels @ \$1,400/parcel)	70,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>					<b>9,436.00</b>
				<b>Total this Invoice</b>	<b>\$9,436.00</b>

cc:  
 Klotz Associates, Inc.  
 Mr. David Balmos, P.E.  
 1160 Dairy Ashford, Suite 500  
 Houston, TX 77079



Wire Transfer Payment to:  
 TCB  
 An AECOM Company  
 LaSalle Bank N.A.  
 Chicago, IL  
 Account Number 5800937020  
 ABA Number 071000505  
 SWIFT CODE LASLUS44

Remit Payment to:  
 TCB  
 1178 Paysphere Circle  
 Chicago IL 60674

TCB | AECOM

5757 Woodway Drive, Suite 101 West, Houston, TX 77057-1599  
 Telephone: 713-780-4100 Fax: 713-780-0838

Federal Tax ID No. 74-1358511

ATTN : Jess Hegemier  
 FORT BEND COUNTY  
 1124-52 Blume Road  
 ROSENBERG, TX 77471

Invoice Date: 12-DEC-08  
 Invoice Number: 10032504

Agreement Number: 60046024  
 Agreement Description: PO # 17558

Please reference Invoice Number and Project Number with Remittance

Project Number : 60046024 Project Name : Old Richmond Road  
 Bill Through Date : 01-NOV-08 to 28-NOV-08

Phase Lump Sum:

Task Number	Description	Budget	%Comp	Earned	Previous	Current
01000.01	Old Richmond Road – Design	\$ 73,209.15	25.96%	\$ 19,003.00	\$ 12,338.57	\$ 6,664.43
01000.02	Old Richmond Road – Surveying	\$ 121,412.50	96.80%	\$ 117,532.46	\$ 117,532.46	\$ -
<b>Total Phase Lump Sum:</b>		<b>\$ 194,621.65</b>	<b>70.15%</b>	<b>\$ 136,535.46</b>	<b>\$ 129,871.03</b>	<b>\$ 6,664.43</b>

Project Total : Old Richmond Road 6,664.43

Invoice Summaries

Total Current Amount :	6,664.43
Retention Amount :	0.00
Pre-Tax Amount :	6,664.43
Tax Amount :	0.00
<b>Total Invoice Amount :</b>	<b>6,664.43</b>

*OK  
BPA*

Billing Summaries

Billing Summary	Current	Prior	Total	Total Fee	Percent Complete
Billings	6,664.43	129,871.03	136,535.46	194,621.65	70.15
<b>Billing Total :</b>	<b>6,664.43</b>	<b>129,871.03</b>	<b>136,535.46</b>		

**REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT**

On this 13 day of JANUARY, 2009, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of LINCO CONSTRUCTION

Job Location CHOCOLATE BAYOU

Dated 01/06/09 Bond No. HSIFSU0484065 Permit No. 83609

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, date the 3<sup>rd</sup> day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED 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  
281-633-7500

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]  
County Engineer

By \_\_\_\_\_  
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.  
Recorded in Volume 1-13-09  
Minutes of Commissioners Court.

Clerk of Commissioners Court  
By [Signature]  
Deputy

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

AUTHORIZED

BOND NO HSIFSU 0484065

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Linco Construction Co., Inc. whose address is 15490 Voss Rd., Sugar Land, Texas, hereinafter called the Principal, and International Fidelity Insurance Company \*\*, a Corporation existing under and by virtue of the laws of the State of \*\* New Jersey and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at Newark, New Jersey, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is \_\_\_\_\_ and whose address is 24900 Pitkin, Ste 145, Spring, TX 77386, hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Five Thousand Dollars (\$ 5,000 ) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

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

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

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

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

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

EXECUTED this 9th day of December, 20 08.

Linco Construction Co., Inc.  
PRINCIPAL

BY \_\_\_\_\_

International Fidelity Insurance Company  
SURETY

BY Tim Kirk, Attorney in Fact

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

TIM KIRK

Cypress, TX.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



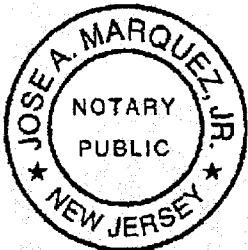
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

STATE OF NEW JERSEY  
County of Essex

*[Handwritten Signature]*  
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

*[Handwritten Signature]*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON, IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9th day of December, 2008

*[Handwritten Signature]*  
Assistant Secretary

# COUNTY OF FORT BEND

## Engineering Department

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

Johnny Ortega  
Permit Administrator

1124 Blume Road  
Phone: (281) 341-7500

### PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083609

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

- (1) Complete Application Form.
- a. Name of road, street, and/or drainage ditch affected.
  - b. Vicinity map showing course of direction.
  - c. Plans and specifications.

- (2) Bond:
- District Attorney, approval when applicable.
  - Perpetual bond currently posted.  
No. \_\_\_\_\_  
Amount \_\_\_\_\_
  - Performance bond submitted.  
No. HSIFSU 0484065  
Amount \$5,000.00
  - Cashier's Check.  
No. \_\_\_\_\_  
Amount \_\_\_\_\_

- (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

\_\_\_\_\_  
Precinct Engineer Acknowledgment

\_\_\_\_\_  
Date

\_\_\_\_\_  
Precinct Commissioner Acknowledgment

\_\_\_\_\_  
Date

- (4) David Jalowy  
Drainage District Approval when applicable

12/31/08

We have reviewed this project and agree it meets minimum requirements.

Johnny Ortega  
Johnny Ortega CFM/ Permit Administrator  
(REVISED 5/30/08)

12/10/2008  
Date

**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. 08018  
 PERMIT No. 83609 PCT. No. 1  
 BOND No. HS1FSU 0484065

Formal notice is hereby given that LINCO CONSTRUCTION  
 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 Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased

**Along Roads and/or Drainage Ditches**

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

**General Description**

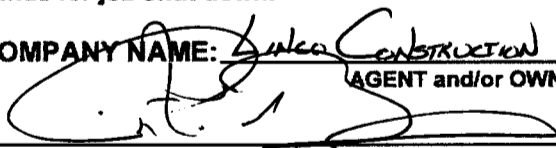
LINCO WILL BE INSTALLING AN 18" RCP OUTFLOW PIPE & CONCRETE OUTFALL STRUCTURE INTO CHOCOLATE BANK.

The Location and description of the proposed installation and appurtenances 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 3rd. 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  
 2) when construction is complete and ready for final inspection.

Mail to: Permit Administrator/Fort Bend County Engineering  
 P.O. Box 1449, Rosenberg, TX 77471.

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: LINCO CONSTRUCTION  
 AGENT and/or OWNER  
  
 (Signature)

NAME & TITLE CHARLES BROWN, VICE-PRESIDENT  
 (Please Print)

DATE 12/5/08

ADDRESS 15490 Voss Road  
 (Street/P.O. Box)

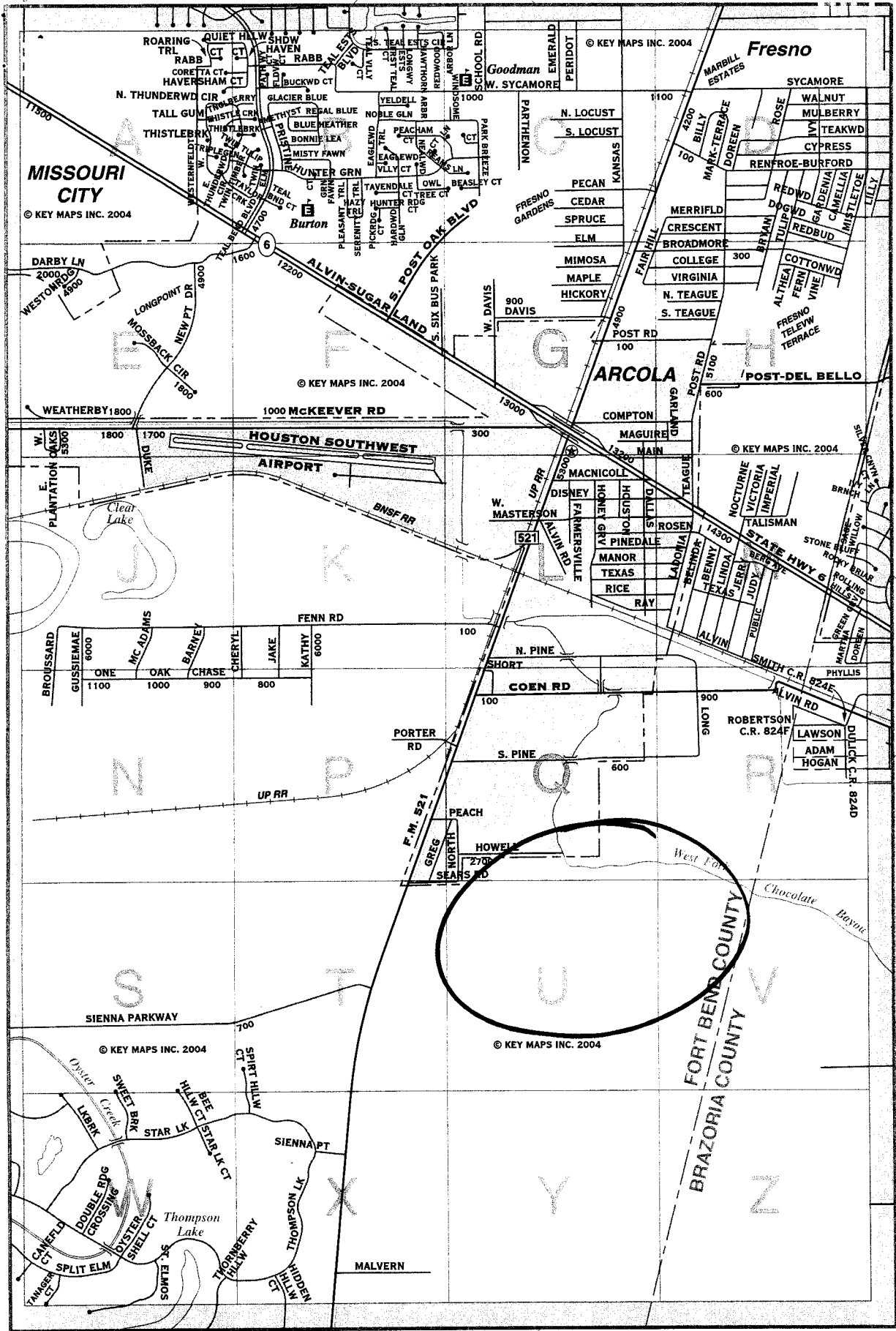
SUGAR LAND TEXAS 77498  
 City State Zip

TELEPHONE NO: 281.498.6882  
 (accessible 24 hrs/day, 7 days/week)

**Does project  
 comply with Fort  
 Bend County  
 Outdoor Lighting  
 Ordinance?**

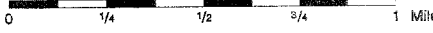
Yes ( )

No ( )



APPROXIMATE WORK AREA

SEE C60 MAP



FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 7, 2008 Submitted By: Laura Dougherty  
Court Agenda Date: January 13, 2008 Department: Facilities Management & Planning  
Phone Number: 281-633-7017

SUMMARY OF ITEM:  
Approve Invoice # 2, in the amount of \$10,875.00, from AutoArch Architects, LLC for Architectural Services preformed for the Pct 3 Annex.  
RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO   
List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDING SOURCE: Accounting Unit: 732418888 Account Number:  
Activity (If Applicable): P418B-06PCT3  
DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

Instructions to submit Agenda Request Form:  
• Completely fill out agenda form: incomplete forms will not be processed.  
• Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.  
• All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.  
DISTRIBUTION:  
Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609  
Distribute copies with back-up to all listed below. If by fax, send to numbers below:  
 Auditor (281-341-3774)  Comm. Pct. 1 (281-342-0587)  
 Budget Officer (281-344-3954)  Comm. Pct. 2 (281-403-8009)  
 Facilities/Planning (281-633-7022)  Comm. Pct. 3 (281-242-9060)  
 Purchasing Agent (281-341-8642)  Comm. Pct. 4 (281-980-9077)  
 Information Technology (281-341-4526)  County Clerk (281-341-8697)  
 Other:  County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:  
Special Handling Requested (specify): Please Approve

FM 2225

**AUTOARCH**  
ARCHITECTS

*Alto...*  
1-7-08

December 23, 2008  
P O No: 23959  
Invoice No: 2

Mr. Don Brady  
Fort Bend County  
Facilities and Planning Department  
Director  
1402 Band Road, suite 100  
Rosenberg, TX 77471

PO # 23959  
R # 46582

Project: Precinct 3 Annex Project  
Professional Services

Estimated Construction cost.  
Fee: \$145,000.00+ \$10,000.00 Reimbursable

Billing Phase	Percent Of Fee	Fee	Percent Complete	Earned
Schematic Design	15.00	\$ 21,750.00	50.00 - 100.00 -	\$ 10,875.00 \$ 10,875.00
Design Development	15.00	\$ 21,750.00	0.00	\$ 0.00
Construction Documents	35.00	\$ 50,750.00	0.00 0.00 0.00 0.00	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00
Bidding & Negotiation	5.00	\$ 7,250.00	0.00	\$ 0.00
Construction Admin.	30.00	\$ 43,500.00	0.00	\$ 0.00
Reimbursable not to exceed MC Architectural review Printing and Deliveries		\$ 10,000.00	0.00	\$ 0.00
<b>Total Earned</b>				<b>\$ 21,750.00</b>
<b>Previous Fee Billing</b>				<b>\$ 10,875.00</b>
<b>Current Fee Billing</b>				<b>\$ 10,875.00</b>
<b>Total Fee</b>				
<b>Total this invoice</b>				<b>\$ 10,875.00</b>

*10,875.00*

Please make checks payable to:  
**AUTOARCH Architects LLC**  
6200 Savoy, Suite 100  
Houston, TX 77036

DEC 31 2008

*Sam*

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 7, 2009 Submitted By: Laura Dougherty  
Court Agenda Date: January 13, 2009 Department: Facilities Management & Planning  
Phone Number: 281-633-7017

**SUMMARY OF ITEM:**  
Approve Pay Application # 08-00300008, in the amount of \$721,091.80, from Bass Construction for Construction Services provided for the Needville Facility.

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: Pay Application

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:  
Activity (If Applicable): P418B-06NEEDVIL

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve



# AIA Document G702™ - 1992

JAN 03 2009

## Application and Certificate for Payment PC# 15617 R\*

**TO OWNER:** Facilities & Planning Dept. PROJECT: FBC Needville Service Center APPLICATION NO: 08-00300008 Distribution to:  OWNER  ARCHITECT  CONTRACTOR  FIELD  OTHER

1402 Band Rd., Suite 100 3743 School St. Needville, Texas

**FROM CONTRACTOR:** Bass Construction Co., Inc. VIA ARCHITECT: Bailey Architects CONTRACT FOR: 4/29/2008 CONTRACT DATE: 08-003 / PROJECT NOS: 08-003 / CONTRACTOR: Bass Construction Co., Inc. Date: 1/2/09

1124 Damon St. 4100 S. Shepherd Houston, TX 77471 Rosenburg, TX 77098-5399

### 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 ..... \$ 3,319,192.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 3,319,192.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 2,789,053.00
5. RETAINAGE:
  - a. 5% of Completed Work (Column D + E on G703) ..... \$ 139,452.67
  - b. 0% of Stored Material (Column F on G703) ..... \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 139,452.67

County of: Fort Bend State of: Texas

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations, 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.

8. CURRENT PAYMENT DUE ..... \$ 721,091.80 AMOUNT CERTIFIED

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$ 669,591.67

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
<b>TOTALS</b>	<b>\$</b>	<b>\$</b>
NET CHANGES by Change Order	\$	\$

AMOUNT CERTIFIED ..... \$ 721,091.80

(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.)

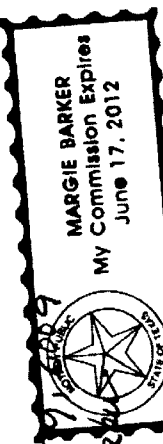
ARCHITECT: BAILEY ARCHITECTS

By: [Signature] Date: 1-7-09

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.

**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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# AIA Document G703™ - 1992

## Continuation Sheet

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: 08-00300008  
 APPLICATION DATE: 12/31/2008  
 PERIOD TO: 12/31/2008  
 ARCHITECT'S PROJECT NO: 08-003

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01-000	GENERAL CONDITIONS								
01-050	Bond & Insurance	89,794.00	89,794.00				89,794.00	100.00	4,489.70
01-100	Permit & Fees	8,270.00	8,270.00				8,270.00	100.00	413.50
01-200	Rentals & Temporaries	24,400.00	12,200.00	6,100.00			18,300.00	75.00	915.00
01-250	Housekeeping	24,900.00	11,205.00	2,490.00			13,695.00	55.00	684.75
01-300	Supervision/Travel/Project Mgr	119,924.00	83,944.00	11,992.00			95,936.00	80.00	4,796.80
01-350	Project Closeout	4,500.00	4,500.00				4,500.00		
01-400	Layout/Misc. Expenses	10,850.00	8,137.00	1,085.00			9,222.00	85.00	461.10
01-500	Overhead & Profit	225,023.00	116,367.00	63,651.00			180,018.00	80.00	9,000.90
02-000	SITE WORK								
02-100	Fencing - L	15,675.00	15,675.00				15,675.00		
02-101	Fencing - M	23,511.00	23,511.00				23,511.00		
02-150	Earthwork - L	44,108.00	44,108.00				44,108.00	100.00	2,205.40
02-151	Earthwork - M	53,910.00	53,910.00				53,910.00	100.00	2,695.50
02-200	Termite Control - L	1,354.00	1,354.00				1,354.00	100.00	67.70
02-201	Termite Control - M	3,159.00	3,159.00				3,159.00	100.00	157.95
02-300	Erosion Control - L	1,950.00	1,950.00				1,950.00	100.00	97.51
02-301	Erosion Control - M	4,550.00	4,550.00				4,550.00	100.00	227.51
02-400	Sidewalks/Ramps/Bollards - L	4,502.00	4,277.00				4,277.00	95.00	213.85
02-401	Sidewalks/Ramps/Bollards - M	6,753.00	6,753.00				6,753.00	100.00	337.65
02-450	Concrete Paving - L	23,682.00	23,682.00				23,682.00	100.00	1,184.10
02-451	Concrete Paving - M	35,523.00	35,523.00				35,523.00	100.00	1,776.15
02-600	Landscaping - L	1,051.00	1,051.00				1,051.00		
02-601	Landscaping - M	3,150.00	3,150.00				3,150.00		
03-000	CONCRETE								

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# AIA Document G703™ - 1992

## Continuation Sheet

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: 08-00300008

APPLICATION DATE: 12/31/2008

PERIOD TO: 12/31/2008

ARCHITECT'S PROJECT NO: 08-003

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED PRESENTLY (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
03-200	Foundation - L	131,408.00	124,836.00		6,572.00		131,408.00	6,570.40	
03-201	Foundation - M	197,112.00	187,257.00		9,855.00		197,112.00	9,855.60	
04-000	MASONRY								
04-050	Masonry - L	6,750.00							
04-051	Masonry - M	8,250.00					6,750.00		
05-000	METALS						8,250.00		
05-050	Structural Steel - L	3,676.00	735.00		2,941.00		3,676.00	183.80	
05-051	Structural Steel - M	6,825.00	4,095.00		2,730.00		6,825.00	341.25	
06-000	WOODS & PLASTICS								
06-050	Rough Carpentry - L	2,600.00	1,950.00		650.00		2,600.00	130.00	
06-051	Rough Carpentry - M	3,900.00	3,900.00				3,900.00	195.00	
06-150	Casework - L	7,348.00			3,500.00		3,500.00	175.00	
06-151	Casework - M	11,022.00			11,022.00		11,022.00	551.10	
07-000	WATERPROOFING								
07-050	Insulation - M	17,070.00	17,070.00				17,070.00	853.50	
07-075	Moisture Proofing - L	2,180.00			2,180.00		2,180.00	109.00	
07-076	Moisture Proofing - M	3,270.00			3,270.00		3,270.00	163.50	
07-100	Caulk & Seal - L	1,290.00					1,290.00		
07-101	Caulk & Seal - M	860.00					860.00		
08-000	DOORS & WINDOWS								
08-050	HM Doors & Frames - M	21,016.00	8,406.00		12,610.00		21,016.00	1,050.80	
08-125	Hardware Material	20,854.00					20,854.00		
08-200	Glass & Glazing - L	4,000.00					4,000.00		
08-201	Glass & Glazing - M	1,900.00					1,900.00		
08-250	Door & Hardware Labor	4,000.00			2,000.00		2,000.00	100.00	

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# AIA Document G703™ - 1992

## Continuation Sheet

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: 08-00300008  
 APPLICATION DATE: 12/31/2008  
 PERIOD TO: 12/31/2008  
 ARCHITECT'S PROJECT NO: 08-003

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
08-275	Overhead Doors - L	21,919.00			16,439.00		16,439.00	5,480.00	821.95
08-276	Overhead Doors - M	26,791.00			26,791.00		26,791.00		1,339.55
09-000	FINISHES								
09-010	Sealed Concrete Floors-L	1,709.00						1,709.00	
09-011	Sealed Concrete Floors-M	2,565.00						2,565.00	
09-050	Sheetrock & Insulation - L	31,102.00	18,661.00		12,441.00		31,102.00		1,555.10
09-051	Sheetrock & Insulation - M	46,654.00	27,993.00		18,661.00		46,654.00		2,332.70
09-100	Acoustical Ceilings - L	4,608.00						4,608.00	
09-101	Acoustical Ceilings - M	6,912.00						6,912.00	
09-200	Flooring - L	6,321.00						6,321.00	
09-201	Flooring - M	7,726.00						7,726.00	
09-250	Painting - L	8,196.00						8,196.00	
09-251	Painting - M	10,019.00						10,019.00	
09-300	Ceramic Tile - L	8,880.00			3,552.00		3,552.00		177.60
09-301	Ceramic Tile - M	13,320.00			13,320.00		13,320.00		666.00
10-000	SPECIALTIES								
10-050	Louvers & Vents	4,000.00					4,000.00		200.00
10-100	Interior Signage - L	100.00						100.00	
10-101	Interior Signage - M	350.00						350.00	
10-150	Fire Extinguishers - L	250.00						250.00	
10-151	Fire Extinguishers - M	1,000.00						1,000.00	
10-200	Toilet Partins & Access. - L	2,769.00						2,769.00	
10-201	Toilet Partins & Access. - M	6,461.00						6,461.00	
10-250	Lockers - L	1,380.00						1,380.00	
10-251	Lockers - M	3,220.00						3,220.00	

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# AIA Document G703™ - 1992

## Continuation Sheet

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: 08-00300008  
 APPLICATION DATE: 12/31/2008  
 PERIOD TO: 12/31/2008  
 ARCHITECT'S PROJECT NO: 08-003

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11-000	EQUIPMENT								
11-050	Vehicle Service Equipment - L	155,750.00	15,575.00	116,812.00			132,387.00	23,363.00	6,619.35
11-051	Vehicle Service Equipment - M	363,417.00	36,342.00	272,563.00			308,905.00	54,512.00	15,445.25
13-000	SPECIAL CONSTRUCTION								
13-050	Pre-Engineered Bldg. Materials	498,431.00	498,431.00				498,431.00		24,921.55
13-100	Building Erection	85,250.00	80,987.00	4,263.00			85,250.00	4,800.00	4,262.50
13-150	Canopies - L	4,800.00							
13-151	Canopies - M	11,200.00						11,200.00	
14-000	CONVEYING SYSTEMS								
14-050	OH Bridge Crane/Hoist - L	7,875.00						7,875.00	
14-051	OH Bridge Crane/Hoist - M	23,625.00	4,725.00				4,725.00	18,900.00	236.25
15-000	MECHANICAL								
15-050	PLUMBING								
15-051	Site San. Sewer - L	21,422.00	21,422.00				21,422.00		1,071.10
15-052	Site San. Sewer - M	24,100.00	24,100.00				24,100.00		1,205.00
15-053	Water/Site - L	13,389.00	13,389.00				13,389.00		669.45
15-054	Water/Site - M	45,522.00	45,522.00				45,522.00		2,276.10
15-055	U.G. Storm/Site - L	10,711.00	10,711.00				10,711.00		535.55
15-056	U.G. Storm/Site - M	16,066.00	16,066.00				16,066.00		803.30
15-057	San. Sewer/Bldg. - L	16,066.00	16,066.00				16,066.00		803.30
15-058	San. Sewer/Bldg. - M	10,711.00	10,711.00				10,711.00		535.55
15-059	Air Piping - L	2,442.00	2,442.00				2,442.00		122.10
15-060	Air Piping - M	3,663.00	3,663.00				3,663.00		183.15
15-061	Water/Bldg. - L	14,100.00	14,100.00				14,100.00		705.00
15-062	Water/Bldg. - M	28,000.00	28,000.00				28,000.00		1,400.00

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# AIA Document G703™ - 1992

## Continuation Sheet

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: 08-00300008  
 APPLICATION DATE: 12/31/2008  
 PERIOD TO: 12/31/2008  
 ARCHITECT'S PROJECT NO: 08-003

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED PRESENTLY (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
15-063	Fixtures/Equip. - L	10,711.00		1,071.00	1,071.00		1,071.00	9,640.00	53.55
15-064	Fixtures/Equip. - M	32,133.00		3,213.00	3,213.00		3,213.00	28,920.00	160.65
15-065	Insulation - L	8,033.00	8,033.00				8,033.00	100.00	401.65
15-066	Insulation - M	10,712.00	10,712.00				10,712.00	100.00	535.60
15-100	HVAC								
15-101	Equipment - L	13,201.00	13,201.00				13,201.00	100.00	660.05
15-102	Equipment - M	40,923.00	40,923.00				40,923.00	100.00	2,046.15
15-103	Grilles/Louvers - L	2,640.00						2,640.00	
15-104	Grilles/Louvers - M	5,280.00						5,280.00	
15-105	Fans - L	3,965.00	2,974.00	991.00	991.00		3,965.00	100.00	198.25
15-106	Fans - M	6,600.00	6,600.00				6,600.00	100.00	330.00
15-107	Ductwork - L	12,521.00	9,391.00	3,130.00	3,130.00		12,521.00	100.00	626.05
15-108	Ductwork - M	11,880.00	10,692.00	1,188.00	1,188.00		11,880.00	100.00	594.00
15-109	Piping - L	9,880.00	9,386.00	494.00	494.00		9,880.00	100.00	494.00
15-110	Piping - M	11,880.00	11,286.00	594.00	594.00		11,880.00	100.00	594.00
15-111	Insulation - L	3,966.00	1,983.00	1,983.00	1,983.00		3,966.00	100.00	198.30
15-112	Insulation - M	5,280.00	2,640.00	2,640.00	2,640.00		5,280.00	100.00	284.00
15-113	Testing & Balancing	4,000.00						4,000.00	
16-000	ELECTRICAL								
16-050	Start-Up/Mobilization/Permit	6,000.00	6,000.00				6,000.00	100.00	300.00
16-051	Temporary Power & Lights	3,000.00	3,000.00				3,000.00	100.00	150.00
16-052	Underground/Trenching - E	5,000.00	4,750.00	250.00	250.00		5,000.00	100.00	250.00
16-053	Underground/Trenching - L	3,000.00	2,850.00	150.00	150.00		3,000.00	100.00	150.00
16-054	Rough-in Conduit - L	23,000.00	13,800.00	6,900.00	6,900.00		20,700.00	90.00	1,035.00
16-055	Rough-in Conduit - M	25,000.00	21,250.00	3,750.00	3,750.00		25,000.00	100.00	1,250.00

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# AIA Document G703™ - 1992

## Continuation Sheet

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: 08-00300008  
 APPLICATION DATE: 12/31/2008  
 PERIOD TO: 12/31/2008  
 ARCHITECT'S PROJECT NO: 08-003

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
16-056	Wire - L	24,000.00	2,400.00		1,200.00		3,600.00	20,400.00	180.00
16-057	Wire - M	70,500.00	64,000.00		6,500.00		70,500.00		3,525.00
16-058	Rough-in Sw/Plugs - L	20,000.00	10,000.00		10,000.00		20,000.00		1,000.00
16-059	Rough-in Sw/Plugs - M	12,000.00	6,000.00		6,000.00		12,000.00		600.00
16-060	Fire Alarm Rough-in - L	1,500.00			1,500.00		1,500.00		75.00
16-061	Fire Alarm Rough-in - M	500.00			500.00		500.00		25.00
16-062	Fixtures Rough-in - L	22,000.00	2,200.00		15,400.00		17,600.00	4,400.00	880.00
16-063	Fixtures Rough-in - M	30,000.00	3,000.00		27,000.00		30,000.00		1,500.00
16-064	Trim out - L	7,000.00						7,000.00	
16-065	Trim out - M	3,000.00						3,000.00	
16-066	Generator - L	3,000.00						3,000.00	
16-067	Generator - M	40,000.00						40,000.00	
16-068	Equip. panels/disconnects - L	21,000.00	2,100.00		12,600.00		14,700.00	6,300.00	735.00
16-069	Equip. panels/disconnects - M	35,000.00	10,500.00		24,500.00		35,000.00		1,750.00
16-070	Check list, completion manuals	1,000.00						1,000.00	
16-100	FIRE ALARM								
16-101	Fire Alarm - L	4,570.00						4,570.00	
16-102	Fire Alarm - M	6,855.00						6,855.00	
<b>Totals</b>		<b>3,319,192.00</b>	<b>2,030,009.00</b>		<b>759,044.00</b>		<b>2,789,053.00</b>	<b>530,139.00</b>	<b>139,452.67</b>

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10C

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 6, 2009	Submitted By: Laura Dougherty
Court Agenda Date: January 13, 2009	Department: Facilities Management & Planning
	Phone Number: 281-633-7017

**SUMMARY OF ITEM:**  
Approve Pay Application # 07-00200011, in the amount of \$183,695.89, to Bass Construction for Construction Professional Services rendered for the Pct 1 Facility

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: Pay Application

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:  
 Activity (If Applicable): P418B-06PCT1

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**  
 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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

FM 2221



**AIA Document G702™ - 1992**

**Application and Certificate for Payment** *PO# PCC 473068*

**TO OWNER:** Facilities & Planning Dept. PROJECT: FBC Plant Facility  
 1402 Band Rd., Suite 100 Ransom Rd.  
 Rosenberg, TX 77471 Richmond, TX

**FROM CONTRACTOR:** Bass Construction Co., Inc. VIA ARCHITECT:  
 1124 Damon St. 10/24/2007  
 Rosenberg, TX 77471 PROJECT NOS: 07-002

**APPLICATION NO:** 07-00200011  
**PERIOD TO:** 10/31/2008  
**CONTRACT NO.:**

**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 ..... \$ 3,377,289.00
- 2. Net change by Change Orders ..... \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 3,377,289.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 3,326,782.46
- 5. RETAINAGE:
  - a. % of Completed Work ..... \$ 3,315,752.46
  - b. % of Stored Material ..... \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

**6. TOTAL EARNED LESS RETAINAGE** ..... \$ 3,326,782.46  
 (Line 4 Less Line 5 Total)

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... \$ 3,113,086.57  
 (Line 6 Less Line 7 Total)

**8. CURRENT PAYMENT DUE** ..... \$ 183,695.89  
 (Line 6 Less Line 7 Total)

**9. BALANCE TO FINISH, INCLUDING RETAINAGE** ..... \$ 60,506.54  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	ARCHITECT
Total changes approved in previous months by Owner	\$	\$	
Total approved this Month	\$	\$	
<b>TOTALS</b>	\$	\$	
NET CHANGE BY CHANGE ORDER	\$	\$	

I, the licensed Contractor certifies, that to the best of the Contractor's knowledge, information and belief, the work shown and performed on this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor, and that the work shown and performed on this Application for Payment is not subject to any liens, claims, or other encumbrances, and that the Contractor is not aware of any such liens, claims, or other encumbrances.

That current payment of this Application for Payment is now due.  
 CONTRACTOR: Bass Construction Co., Inc.  
*Purnell McCombs*  
 Texas  
 Fort Bend  
 My Commission expires on the 30th day of October, 2012



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

I, the Architect, certify that the work shown and performed on this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor, and that the work shown and performed on this Application for Payment is not subject to any liens, claims, or other encumbrances, and that the Architect is not aware of any such liens, claims, or other encumbrances.

APPROVED: *Margie Barker*  
 My Commission expires on the 17th day of June, 2012

**CHANGE ORDER SUMMARY**

Total changes approved in previous months by Owner \$

Total approved this Month \$

**TOTALS**

NET CHANGE BY CHANGE ORDER \$

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## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

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APPLICATION NO.

APPLICATION DATE

PERIOD TO

ARCHITECT'S PROJECT NO.

07-00290011

10/30/2008

10/31/2008

07-002

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MAJORITY PRESENTLY STORED QUANTITIES	COMPLETED AND STORED TO DATE	PERCENTAGE TO DATE	PERCENTAGE TO DATE	PERCENTAGE TO DATE
01-000	GENERAL CONDITIONS								
01-050	Bond & Insurances	83,348.00	83,348.00			83,348.00	100.00		
01-100	Permit Fee	10,000.00	10,000.00			10,000.00	100.00		
01-150	Engr/Arch/Survey/	80,000.00	80,000.00			80,000.00	100.00		
01-200	Rentals/Temporaries	6,930.00	6,930.00			6,930.00	100.00		
01-250	Housekeeping	14,378.00	14,378.00			14,378.00	100.00		
01-300	Supervision/Travel/Proj. Mgmt	71,550.00	71,550.00			71,550.00	100.00		
01-350	Project Closeout	2,250.00		2,250.00		2,250.00	100.00		
01-400	Layout/Misc. Expenses	1,612.00	1,612.00			1,612.00	100.00		
01-450	Contingency Allowance	100,000.00	20,454.60	29,038.86		49,493.46	49.49		50,506.54
01-500	Profit & Overhead	181,736.00	181,736.00	-10,000.00		171,736.00	100.00		10,000.00
01-550	Design Fee	30,289.00	30,289.00			30,289.00	100.00		0.00
02-000	SITE WORK								
02-150	Earthwork	136,158.00	136,158.00			136,158.00	100.00		
02-250	U.G. Storm	103,470.00	103,470.00			103,470.00	100.00		
02-300	Erosion Control	3,420.00	3,420.00			3,420.00	100.00		
02-350	Curbs & Gutters	7,184.00	7,184.00			7,184.00	100.00		
02-400	S/Ws & Ramps	44,488.00	44,488.00			44,488.00	100.00		
02-550	HC /Signs & Striping	2,975.00		2,975.00		2,975.00	100.00		
02-600	Landscape/Irrigation	27,502.00	27,502.00			27,502.00	100.00		
03-000	CONCRETE								
03-200	Foundation-M&L	189,970.00	189,970.00			189,970.00	100.00		
03-250	Concrete Paving	275,394.00	275,394.00			275,394.00	100.00		
03-275	Light Pole Bases	6,000.00	6,000.00			6,000.00	100.00		
03-300	2nd Floor Conc. Deck	24,500.00	24,500.00			24,500.00	100.00		

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# AIA Document G703™ - 1992

## Continuation Sheet

### AIA Document G703™ 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 retainerage for line items may apply.

APPLICATION NO: 07-002046-11

APPLICATION DATE: 10/30/2008

PERIOD TO: 10/31/2008

ARCHITECT'S PROJECT NO: 07-002

OWNER: BAYVIEW  
 PROJECT: BAYVIEW  
 FINISH: FINISH  
 (C) (S)

A	B	C	D	E	F	G	H
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (SCOFFS, DOORS)	ITEM COMPLETED AND STORED TO DATE (D+F+G)	AMOUNT PAID TO DATE
03-325	Elevator Pit	3,500.00		3,500.00		3,500.00	100.00
03-350	Stairs/Grou/Infills	2,500.00		2,500.00		2,500.00	100.00
03-375	Mechanical Pads	1,500.00		1,500.00		1,500.00	100.00
04-000	MASONRY						
04-050	Masonry-M&L	56,530.00		56,530.00		56,530.00	100.00
05-000	METALS						
05-050	Structural Framing/Trusses-M	199,394.00		199,394.00		199,394.00	100.00
05-100	Structural Labor	37,832.00		37,832.00		37,832.00	100.00
06-000	WOODS & PLASTICS						
06-050	Rgh Frmn M&L/Deck/Truss/Hd	85,130.00		85,130.00		85,130.00	100.00
06-150	Cabinets & Shelves	16,925.00		16,925.00		16,925.00	100.00
07-000	THERMAL & MOISTURE PRO						
07-050	Moisture Proofing	11,775.00		11,775.00		11,775.00	100.00
07-075	Wall Insulation	30,546.00		30,546.00		30,546.00	100.00
07-100	Roofing M&L	158,252.00		158,252.00		158,252.00	100.00
08-000	DOORS & WINDOWS						
08-050	Doors/Frames/Hardware	45,728.00		45,728.00		45,728.00	100.00
08-200	Glass & Glazing	97,900.00		97,900.00		97,900.00	100.00
09-000	FINISHES						
09-050	Drywall	220,625.00		220,625.00		220,625.00	100.00
09-100	Acoustical Ceilings	25,100.00		25,100.00		25,100.00	100.00
09-150	Plaster/Stucco	28,660.00		28,660.00		28,660.00	100.00
09-200	Ceramic Tile	51,723.00		51,723.00		51,723.00	100.00
09-225	Carpet/Base/Sealer	33,064.00		33,064.00		33,064.00	100.00
09-250	Painting	25,768.00		25,768.00		25,768.00	100.00

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# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G703™, APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 07-002-00011  
 APPLICATION DATE: 10/30/2008  
 PERIOD TO: 10/31/2008  
 ARCHITECT'S PROJECT NO: 07-002

A LINE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (DOLLARS)	E WORK COMPLETED THIS PERIOD	F MATERIALS PREPARED FOR THIS PERIOD	G TOTAL COMPLETED AND FOR THIS PERIOD
10-000	SPECIALTIES					
10-100	Signage & Plaques	2,801.00	2,801.00			2,801.00 100.00
10-150	Fire Extinguishers	625.00	625.00			625.00 100.00
10-200	Toilet Partins & Accessr	6,675.00	6,675.00			6,675.00 100.00
14-000	CONVEYING SYSTEMS					
14-050	Elevators	44,200.00	44,200.00			44,200.00 100.00
15-000	MECHANICAL					
15-050	Plumbing	83,512.00	83,512.00			83,512.00 100.00
15-100	HVAC	305,425.00	305,425.00			305,425.00 100.00
15-125	Testing & Balancing	5,295.00	5,295.00			5,295.00 100.00
15-150	Sprinkler System	68,600.00	68,600.00			68,600.00 100.00
16-000	ELECTRICAL					
16-050	Electrical M&L	309,150.00	309,150.00			309,150.00 100.00
16-100	Fire Alarm System	15,400.00	15,400.00			15,400.00 100.00
	<b>Totals</b>	<b>3,377,289.00</b>	<b>3,292,518.60</b>			<b>85,770.40</b>

RM 306.54  
 (20) 306.54  
 3,316,782.46  
 3,316,782.46  
 85,770.40

CAUTION: This should show an amount AIA Contract Document or any other document.  
 AIA Document G703™ - 1992. Copyright © 1983, 1969, 1966, 1961, 1973, 1975, 1983 and 1992 by The American Institute of Architects. All rights reserved.  
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FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 6, 2009 Submitted By: Laura Dougherty  
Department: Facilities Management & Planning  
Court Agenda Date: January 13, 2009 Phone Number: 281-633-7017

**SUMMARY OF ITEM:**  
Approve Invoice # 08-29213, in the amount of \$1,095.00, to QC Labs for Materials Testing for the Needville Service Center

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: Invoice

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:  
Activity (If Applicable): P418B-06NEEDVIL

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**  
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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

FM 32210

QC Laboratories, Inc.  
 10810 Northwest Freeway  
 Houston, TX 77092  
 (713) 695-1133

*Handwritten signature and date: 1-6-08*

# Invoice

DATE	INVOICE #
11/30/2008	08-29213

<b>BILL TO</b>
Fort Bend County Facilities and Planning Department Attn: Don Brady 1402 Band Road Rosenberg, Texas 77471

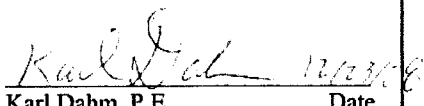
DEC 31 2008

*Handwritten signature: DQM*

*PO # 20331*

*R# 46525*

Project #	Terms	Project	Purchase Order
08M5970	Net 30 Days	Needville Service Cen...	

DATE	REPORT #	DESCRIPTION	QTY	RATE	AMOUNT
		Needville Service Center, FM 1236 & Banker Street, Needville, Texas			
11/07/2008	SPU	Engineering Technician	4	40.00	160.00
		Vehicle Charge	1	55.00	55.00
	12722	Moisture/Density Relationship (ASTM D-698 Method A)	1	135.00	135.00
		Atterberg Limits (ASTM D-4318)	1	45.00	45.00
		Minus #200 Sieve Analysis (ASTM D-1140)	1	45.00	45.00
11/18/2008	14	Engineering Technician	5	40.00	200.00
		Vehicle Charge	1	55.00	55.00
		Nuclear Density Gauge Rental	1	45.00	45.00
11/20/2008	15	Engineering Technician	4.5	40.00	180.00
		Vehicle Charge	1	55.00	55.00
		Nuclear Density Gauge Rental	1	45.00	45.00
November 2008	PM	Engineer, P.E.	1	75.00	75.00
		I certify that the amount invoiced is true and correct to the best of my knowledge.			
		 Karl Dahm, P.E. <span style="float: right;">Date</span>			
			<b>Total</b>		\$1,095.00

*Handwritten note: 2/1/09 base*



FM 90003



**Wald Relocation Services, LTD**

8708 W. Little York Road, Suite 190

Houston, TX 77040

713.512.4800

Invoice Date: 12/23/2008  
Invoice #: WALD-3021-8/1  
Customer #: TOM STAVINOHA  
PO # 25279  
R # 46526

**Amount Due: \$2,349.00**  
Due Date: 01/22/2009  
After 01/22/2009 pay: \$2,384.24

Amount Paid: \$ \_\_\_\_\_

TOM STAVINOHA  
FT BEND COUNTY PRECINCT 1  
301 JACKSON ST  
RICHMOND, TX 77469

PO # 25279  
R # 46526

*Handwritten signature/initials*

Remit To:  
Wald Relocation Services, LTD  
8708 W. Little York Road, Suite 190  
Houston, TX 77040

Please detach and return this portion with your payment. Thank you.

Invoice Date: 12/23/2008 Invoice #: WALD-3021-8/1 Customer #: TOM STAVINOHA	Wald Relocation Services, LTD 8708 W. Little York Road, Suite 190 Houston, TX 77040 713.512.4800	Remit To: Wald Relocation Services, LTD 8708 W. Little York Road, Suite 190 Houston, TX 77040
---	---	--

<b>Shipper:</b> Comm Tom Stavinoha	<b>Salesperson:</b> Clark, Robert	<b>Weight:</b>	<b>Miles:</b>
<b>From:</b> Rose Askew 701 S 4t Street Richmond, TX United States of America	<b>To:</b> New Bldg (2 blocks away) Richmond, TX United States of America	<b>Tariff:</b> O&I	

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
<b>MOVE DATE 12/22/08</b>							\$2,349.00
Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
22951	SUPPLIES & COVERAGE	1.00 Qty		\$945.0000	\$945.00		\$945.00
4006	MANPOWER/EQUIPMENT	1.00 Qty		\$1,404.0000	\$1,404.00		\$1,404.00

**Amount Due: \$2,349.00**  
Due Date: 01/22/2009  
After 01/22/2009 pay: \$2,384.24

Thank you for your business and prompt payment! We are looking forward to providing you moving services again.

JAN 02 2009  
*ASU*

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 7, 2009	Submitted By: Laura Dougherty
Court Agenda Date: January 13, 2009	Department: Facilities Management & Planning
	Phone Number: 281-633-7017

**SUMMARY OF ITEM:**  
Approve Invoice # 44137, in the amount of \$8,680.25, from Paradigm Consultants, Inc. for Professional Services for the Jail Expansion.

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: Invoice

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:  
 Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

FM12087

AS PER ORIGINAL

*copy*  
*11-10-08*

**PARADIGM**

**Paradigm Consultants, Inc.**  
2501 Central Parkway, Suite A3  
Houston, Texas 77092  
Ph: 713-686-6771 / Fax: 713-686-6795  
www.paradigmconsultants.com  
Tax ID No. 76-0466850

**COPY**

*PC # FC0473050*  
*R# 46583*

Fort Bend County  
Facilities Management & Planning Department  
1402 Band Road  
Suite 100  
Rosenberg, TX 77471

November 10, 2008  
Project No: 07-2120  
Invoice No: 44137  
Project Manager: John Pearson

Project 07-2120 Fort Bend County Jail Expansion  
**Professional Services from September 29, 2008 to October 26, 2008**

Fee 8,680.25

Current Total Now Due >>> **\$8,680.25**

*John Pearson*

PLEASE REMIT PAYMENTS TO:  
PARADIGM CONSULTANTS INC  
2501 CENTRAL PARKWAY SUITE A3  
HOUSTON TEXAS 77092

To comment on our services, go to: <http://www.paradigmconsultants.com/content.asp?secnum=168>

*AP note:*

*Line 1 = 94.75*  
*Line 2 = 7738.50*

*NOV 13 2008*

*San*

*NOV 13 2008*

*San*

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.

**Project:** Fort Bend County Jail Expansion  
**Project No.:** 07-2120  
**Project Manager:** JDP  
**Billing Period:** Oct. - 2008  
**Fee Schedule** (Ft. Bend Jail 2007) P/M 1/15  
**Approved Budget:** \$190,176.00

Rpt. No.	Date	Staff	Sign	Task	Quantity	Unit	Rate	Billing Description	Task Fee
558	9/29	RB	10/9	Weld Insp.	1.75	hour	70.00	Certified Weld Inspector	\$ 122.50
559	9/29	RB	10/9	Weld Insp. Vehicle	1	hour	70.00	Certified Weld Inspector	\$ 122.50
560	9/29	OS	10/29	Concrete Insp. Cylinders Vehicle	4.5	hour	50.00	Trip Charge	\$ 225.00
561	9/30	RP	10/9	Rebar Rebar Vehicle	4	each	13.50	Compressive Strength Test - Cylinders	\$ 54.00
562	9/30	RP	10/31	Vehicle	1	trip	120.00	Trip Charge	\$ 120.00
563	9/30	RP	10/31	Rebar	8	hour	50.00	Technician	\$ 400.00
562	10/1	JV		Rebar Vehicle	1.5	hour	75.00	Technician, overtime	\$ 112.50
564	10/2	RB	10/29	Vehicle	1	trip	120.00	Trip Charge	\$ 120.00
565	10/3	TP	10/17	Weld Insp. Vehicle	5	hour	70.00	Certified Weld Inspector	\$ 350.00
566	10/3	TP	11/6	Rebar Vehicle	1	trip	120.00	Trip Charge	\$ 120.00
566	10/3	TP	11/6	Vehicle	3.25	hour	75.00	Technician, overtime	\$ 243.75
566	10/4	TP	11/6	Cylinders	1	trip	120.00	Trip Charge	\$ 120.00
566	10/4	TP	11/6	Cylinder P/U	4	each	13.50	Compressive Strength Test - Cylinders	\$ 54.00
567	10/6	RB	10/21	Cylinder P/U Vehicle	0.5	hour	75.00	Technician, overtime	\$ 37.50
567	10/6	RB	10/21	Weld Insp.	1	trip	120.00	Trip Charge	\$ 120.00
568	10/6	RB	10/21	Vehicle	1.75	hour	70.00	Certified Weld Inspector	\$ 122.50
569	10/10	JP	10/28	Weld Insp.	1	trip	120.00	Trip Charge	\$ 120.00
569	10/10	JP	10/28	Weld Insp. Vehicle	2	hour	70.00	Certified Weld Inspector	\$ 140.00
570	10/10	JV	10/21	Vehicle	1	trip	120.00	Trip Charge	\$ 120.00
570	10/10	JV	10/21	Concrete Insp. Cylinders Vehicle	8	hour	50.00	Technician	\$ 400.00
571	10/10	JV	10/21	Vehicle	8	each	13.50	Compressive Strength Test - Cylinders	\$ 108.00
572	10/10	JV	10/21	Cubes	1	trip	120.00	Trip Charge	\$ 120.00
570	10/11	JC	10/21	Prisms	1	each	150.00	Compressive Strength - Mortar Cubes / set of 6	\$ 150.00
573	10/13	RB	10/28	Cylinder P/U Vehicle	1	hour	150.00	Compressive Strength - Grout Prisms / set of 6	\$ 150.00
573	10/13	RB	10/28	Weld Insp. Vehicle	2.5	hour	50.00	Technician	\$ 125.00
573	10/13	RB	10/28	Weld Insp.	1	trip	120.00	Trip Charge	\$ 120.00
573	10/13	RB	10/28	Vehicle	6.25	hour	70.00	Certified Weld Inspector	\$ 437.50
573	10/13	RB	10/28	Vehicle	1	trip	120.00	Trip Charge	\$ 120.00

**Project:** Fort Bend County Jail Expansion  
**Project No.:** 07-2120  
**Project Manager:** JDP  
**Billing Period:** Oct - 2008  
**Fee Schedule:** (Ft. Bend Jail 2007) P/M 1/15  
**Approved Budget:** \$190,176.00

Rpt. No.	Date	Staff	Sign	Task	Quantity	Unit	Rate	Billing Description	Task	Fee
574	10/14	RB	10/28	Weld Insp.	3	hour	70.00	Certified Weld Inspector		\$ 210.00
575	10/14	RB	10/28	Weld Insp.	2.75	hour	70.00	Certified Weld Inspector		\$ 192.50
576	10/15	MT	10/29	Vehicle	1	trip	120.00	Trip Charge		\$ 120.00
				Concrete	6	hour	50.00	Technician		\$ 300.00
				Cylinders	4	each	13.50	Compressive Strength Test - Cylinders		\$ 54.00
576	10/16	TP		Vehicle	1	trip	120.00	Trip Charge		\$ 120.00
				Cylinder P/u	0.5	hour	50.00	Technician		\$ 25.00
577	10/20	MT	10/31	Vehicle	1	trip	120.00	Trip Charge		\$ 120.00
				Concrete	3.25	hour	50.00	Technician		\$ 162.50
				Cylinders	4	each	13.50	Compressive Strength Test - Cylinders		\$ 54.00
578	10/20	RB	10/29	Vehicle	1	trip	120.00	Trip Charge		\$ 120.00
579	10/20	RB	10/29	Weld Insp.	1.5	hour	70.00	Certified Weld Inspector		\$ 105.00
				Weld Insp	1.75	hour	70.00	Certified Weld Inspector		\$ 122.50
577	10/21	JV		Vehicle	1	trip	120.00	Trip Charge		\$ 120.00
				Cylinder P/u	1	hour	50.00	Technician		\$ 50.00
				Vehicle	1	trip	120.00	Trip Charge		\$ 120.00
580	10/22	JG	11/10	Weld Insp.	1.5	hour	70.00	Certified Weld Inspector		\$ 105.00
581	10/22	JG	11/10	Bolt Insp.	1.5	hour	70.00	Certified Weld Inspector		\$ 105.00
582	10/22	JG	11/10	Weld Insp.	0.5	hour	70.00	Certified Weld Inspector		\$ 35.00
				Vehicle	1	trip	120.00	Trip Charge		\$ 120.00
583	10/24	JP		Meeting	0.75	hour	90.00	Project Manager		\$ 67.50
				Vehicle	1	trip	120.00	Trip Charge		\$ 120.00
584	10/24	RB	11/10	Weld Insp	4.75	hour	70.00	Certified Weld Inspector		\$ 332.50
				Vehicle	1	trip	120.00	Trip Charge		\$ 120.00
Month				Project Manager	4.85	hour	90.00	Project Manager		\$ 436.50
								<b>Total Due This Invoice</b>		<b>\$ 8,680.25</b>

# Paradigm Consultants, Inc.

## Sign In Sheet On Site Time Only

	Employee (Print)	Employee Signature	Start	End	Time
9-10	Mark Turner	<i>Mark Turner</i>	12:30	6:15 pm	
9-22	Mark Turner	<i>Mark Turner</i>	8:30 AM	1:15	
9-26	Mark Turner	<i>Mark Turner</i>	8:30 AM	8:?? PM	
9-27	Yos Hi Saucena	<i>Yos Hi Saucena</i>	5:00/6:00 3:45	8:45 am	
9-29	Roger Baxter	<i>Roger Baxter</i>	6:45 am	10:15 am	3.5
9-29	Orlando SEPULVEDA	<i>Orlando Sepulveda</i>	8:45 AM	1:00 PM	4.0
10-2	Roger Baxter	<i>Roger Baxter</i>	8:00 am	1:00 pm	6.0
10-3	T. Peacock	<i>T. Peacock</i>	1030 am	140	3.25
10/4	T. Peacock	<i>T. Peacock</i>	820 am	840 am	1.5
10/6	Roger Baxter	<i>Roger Baxter</i>	10:00 am	12:45	2.25
10/10	John Pearson	<i>John D Pearson</i>	8:15 AM	10:15 AM	2.0
10/10	Vasquez, Jesse	<i>Jesse Vasquez</i>	8:30 A.M.	4:30	6.0
10/11	Vasquez, Jesse	<i>Jesse Vasquez</i>	7:00	9:45	2.5
10/13	Roger Baxter	<i>Roger Baxter</i>	6:45 am	1:00 pm	6.25
10/14	Roger Baxter	<i>Roger Baxter</i>	7:00 am	12:45 pm	5.75
10/15	Mark Turner	<i>Mark Turner</i>	7:30 am	1:30 PM	6.0
10/16	Peacock	<i>T. Peacock</i>	835 am	900 am	1.5
10/20	Roger Baxter	<i>Roger Baxter</i>	7:00 am	10:15 am	3.25
10/20	Mark Turner	<i>Mark Turner</i>	8:30	7:45	3.25
10/22	Justin Gordy	<i>Justin Gordy</i>	6:45 A	9:50 10:20 A	3.5
10/24	John Pearson	<i>John D Pearson</i>	7:45 AM	8:30 AM	1.25
10-24	Roger Baxter	<i>Roger Baxter</i>	7:50 am	12:30 pm	4.7
10-30	Roger Baxter	<i>Roger Baxter</i>	7:45 am	12:30 pm	
11-3	Yos Hio SAUCENA	<i>Yos Hio Saucena</i>	6:30 AM	3:00	
11-4	Roger Baxter	<i>Roger Baxter</i>	7:50 am	10:30 am	

# Paradigm Consultants, Inc.

## Sign In Sheet On Site Time Only

	Employee (Print)	Employee Signature	Start	End	Time
7-11	Justin Gordy / Steven M.	[Signature]	7:45 A	10:15 A	
7-11	Roger Baxter	[Signature]	12:30 pm	3:45 pm	
7-17	Roger Baxter	[Signature] 9-17-08	9:00 am	2:00 pm	✓
7-25	Justin Gordy	[Signature]	8:45 A	1:30 P	
	Steven Morant	[Signature]	8:45 A	1:30 P	
7-30	Roger Baxter	[Signature]	1:00 pm	6:30 pm	
7-31	Roger Baxter	[Signature]	10:45 am	1:15 pm	
8-1	Roger Baxter	[Signature]	1:45 pm	5:30 pm	
8-1	Roger Baxter	[Signature]	6:45 am	12:30 pm	
8-9	Roger Baxter	[Signature]	7:00 am	5:00 pm	
	STEVEN MORANT	[Signature]	7:00 AM	5:00 pm	
8-20	Roger Baxter	[Signature]	3:30 pm	6:00 pm	
8-21	Roger Baxter	[Signature]	3:30 pm	5:30 pm	
8-22	Roger Baxter	[Signature]	3:30 pm	5:00 pm	
8-23	Roger Baxter	[Signature]	3:30 pm	5:30 pm	
8-25	Roger Baxter	[Signature]	3:15 pm	5:30 pm	
8-26	Roger Baxter	[Signature]	8:00 pm	10:30 pm	
8-27	Roger Baxter	[Signature]	7:30 pm	9:00 pm	
8-28	Brigido Sepulveda	[Signature]	8:15 A		
9-7	Roger Baxter	[Signature]	7:45 pm	11:30 pm	
9-29	Andualem Kidanemariam	[Signature]	9:15 A	9:45 A	
8-29	Roger Baxter	[Signature]	7:45 pm	9:45 pm	
	Luis Iturri	[Signature]	8:00 am	11:00 pm	
9-3	Roger Baxter	[Signature]	1:30 pm	5:30 pm	
9-6	Roger Baxter	[Signature]	6:45 pm	11:00 pm	✓
	TONY REARICK	[Signature] 9-8-08	12:30 pm	4:00 pm	
9-8	SAM FERGUSON	[Signature]	7:45 AM	3:15 pm	
9	Roger Baxter	[Signature] 9-25-08	3:30 pm	5:00 pm	



## Project Execution Report for Progress Payments

Date: 06 January 2009  
Contractor: Paradigm Consultants  
Contract No.: Paradigm Project #07-2120  
Job Name: Fort Bend County Jail Expansion  
Progress Payment: 022  
Services Provided: Materials Testing

*[Handwritten Signature]*

Amount of Contract (Not to Exceed).....	USD	190,176.00
Invoice #1 (Dated 9-10-07).....	USD	6,100.50
Invoice #2 (Dated 10-10-07).....	USD	17,799.25
Invoice #3 (Dated 11-7-07).....	USD	28,573.25
Invoice #4 (43091).....	USD	810.00
Invoice #5 (43089).....	USD	3,698.00
Invoice #5 (43089).....	USD	(3,698.00) Pct 1
Invoice #6 (43090).....	USD	13,488.75
Invoice #7 (43039).....	USD	16,326.75
Invoice #8 (43042).....	USD	6,916.53
Invoice #8 (43042).....	USD	(6,916.53) Not Paid
Invoice #9 (43239).....	USD	14,284.00
Invoice #10 (43240).....	USD	1,135.00
Invoice #11 (43325).....	USD	13,175.75
Invoice #12 (43326).....	USD	872.50
Invoice #13 (43422).....	USD	15,394.25
Invoice #14 (43572).....	USD	14,509.75
Invoice #15 (43637).....	USD	12,424.50
Invoice #16 (43748).....	USD	3,256.25
Invoice #17 (43826).....	USD	2,456.50
Invoice #18 (43827).....	USD	807.50
Invoice #19 (43638).....	USD	803.75
Invoice #20 (43930).....	USD	7,411.50
Invoice #21 (44033).....	USD	5,966.00
Invoice #22 (44137).....	USD	8,680.25
Subtotal.....	USD	8,680.25
<b>Total to be paid this invoice.....</b>	<b>USD</b>	<b>8,680.25</b>
<i>Remaining Balance this Contract.....</i>	<i>USD</i>	<i>5,900.00</i>

Submitted By:

*[Handwritten Signature]*

Steve Ohm  
Project Manager



Report: 561  
No.: 11,641

### Field Work Order

09/30/2008 07:18 am  
Page 2 of 3

Technician:  
Date/Time Called In: 09/30/2008 07:18 am  
Client: Fort Bend County  
Project: Fort Bend County Jail Expansion

Caller:

Required Level:  
Inspection Date: 09/30/2008  
Inspection Time: 08:00 am  
Duration:

Project Loc:

Project No: 07-2120  
Contact:  
Phone:  
Location:

Fax:

Cell:

Alt Cell:

Driving Directions:

Comments:

#### Rebar

Instructions: Rebar

As requested, a Paradigm Consultants, Inc., visually inspected the reinforcing steel placement. The purpose of our inspection was to determine compliance of the reinforcing steel placement with the requirements of the project plans and specifications utilizing ACI 311.4R, "Guide for Concrete Inspection." The details of our inspection are presented below.

#### Daily Inspection Summary

We visually inspected the reinforcing steel in the

Area 5 slab (entire slab) upon inspection we found  
2 areas with incorrect rebar placement, however both  
areas were placed correctly prior to the concrete pour.

Our inspection included verifying the proper size of the reinforcing steel including diameter, length, bends and anchorage, and the grade and the location of the bars including spacing and cover. We also verified proper splicing, checked stability of tying, and checked the reinforcing steel for excessive rust deposits

On the basis of our visual inspection, the reinforcing steel placement meets the requirements of the project plans and specifications

Begin Time: <u>7:00</u> am / pm	Arrive Time: <u>8:00</u> am / pm	Left Time: <u>5:30</u> am / pm	End Time: <u>6:45</u> am / pm	Total Time: <u>11:45</u>
Technician: <u>[Signature]</u>		Client: <u>[Signature]</u>		

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 6, 2009	Submitted By: Laura Dougherty
Court Agenda Date: January 13, 2009	Department: Facilities Management & Planning
	Phone Number: 281-633-7017

**SUMMARY OF ITEM:**  
Approve Pay Application # 08-00100006, in the amount of \$339,552.80, from Bass Construction for Construction Services provided for the Tax Assessor/Collector Facility

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: Pay Application

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:  
 Activity (If Applicable): P418B-06TAXOFF

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**  
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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve



# AIA Document G702™ - 1992

## Application and Certificate for Payment PO# 18662 R# 46579

TO OWNER: Facilities & Planning Dept.  
1402 Band Rd., Suite 100  
Rosenberg, TX 77471

PROJECT: Fort Bend County Tax Office  
1317 Ranson Rd.  
Richmond, Texas

APPLICATION NO: 08-00100006  
PERIOD TO: 12/31/2008

Distribution to:  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

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

CONTRACT FOR:   
CONTRACT DATE: 7/18/2008  
PROJECT NOS: 08-001 /

### 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 ..... \$ 3,488,940.00
  - 2. Net change by Change Orders ..... \$ 0.00
  - 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 3,488,940.00
  - 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 2,268,249.35
  - 5. RETAINAGE:
    - a.  5.00% of Completed Work (Column D + E on G703) ..... \$ 113,412.47
    - b.  % of Stored Material (Column F on G703) ..... \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 113,412.47

- 6. TOTAL EARNED LESS RETAINAGE ..... \$ 2,154,836.88
- (Line 4 Less Line 5 Total) ..... \$ 1,815,284.08
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$
- (Line 6 from prior Certificate) ..... \$
- 8. CURRENT PAYMENT DUE ..... \$ 339,552.80
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 1,334,103.12
- (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
<b>TOTALS</b>	<b>\$</b>	<b>\$</b>
NET CHANGES by Change Order	\$	\$

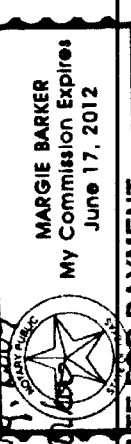
**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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

CONTRACTOR: Bass Construction Co., Inc.  
By: *Kenneth McQuinn*  
Texas State of: Fort Bend  
Date: 1/2/09

Subscribed and sworn to before me this 2nd day of January, 2009.



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations 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 ..... \$  
(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: *See attached*  
By: *See attached*  
Date:

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

## Continuation Sheet

AIA Document 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: 08-00100006

APPLICATION DATE: 12/31/2008

PERIOD TO: 12/31/2008

ARCHITECT'S PROJECT NO: 08-001

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
01-000	GENERAL CONDITIONS								
01-050	Bond & Insurances	82,522.00	82,522.00	-			82,522.00	100.00	4,126.10
01-200	Rentals & Temporaries	6,810.00	4,767.00	681.00			5,448.00	80.00	272.40
01-250	Housekeeping	8,986.00	2,695.00	2,696.00			5,391.00	59.99	269.55
01-300	Supervision/Tvl/Proj. Mgmt.	64,150.00	44,906.00	6,514.00			51,420.00	80.16	2,571.00
01-350	Project Closeout	2,500.00					2,500.00		
01-400	Layout/Misc. Expenses	3,975.00	3,578.00	-			3,578.00	90.01	178.90
01-450	Permit Fee Allowance	7,500.00	7,500.00	-			7,500.00	100.00	375.00
01-475	Owners Contingency Allowan	100,000.00					100,000.00		
01-500	Overhead & Profit	206,964.00	91,289.00	17,020.00			108,309.00	52.38	5,415.45
02-000	SITWORK								
02-150	Earthwork	189,043.00	189,043.00	-			189,043.00	100.00	9,452.15
02-250	U.G. Utilities	62,901.00	62,901.00	-			62,901.00	100.00	3,145.05
02-300	Erosion Control	3,910.00	3,910.00	-			3,910.00	100.00	195.50
02-400	Asphalt Paving Allowance	15,000.00							
02-450	Light Pole Bases	5,000.00	4,750.00	250.00			5,000.00	100.00	250.00
02-550	HC Signs & Striping	3,910.00							
02-600	Landscaping	27,500.00							
03-000	CONCRETE								
03-200	Foundation Material & Labor	478,658.00	478,658.00	-			478,658.00	100.00	23,932.90
04-000	MASONRY								
04-050	Masonry - M&L	117,538.00	29,384.00	29,384.00			58,768.00	50.00	2,938.40
05-000	METALS								
05-050	Structural Steel Materials	159,415.00	159,415.00	-			159,415.00	100.00	7,970.75
05-100	Structural Steel Erection	67,000.00	67,000.00	-			67,000.00	100.00	3,350.00

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# AIA Document G703™ - 1992

## Continuation Sheet

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: 08-00100006  
 APPLICATION DATE: 12/31/2008  
 PERIOD TO: 12/31/2008  
 ARCHITECT'S PROJECT NO: 08-001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
05-150	Steel Trusses	80,861.00	80,861.00				80,861.00	100.00	4,043.05
05-200	Support Steel/Accordion Dr.	1,500.00	750.00		750.00		1,500.00	100.00	75.00
06-000	WOOD & PLASTICS								
06-050	Rough Materials & Labor	38,813.00	23,288.00		15,525.00		38,813.00	100.00	1,940.65
06-150	Casework	65,775.00						65,775.00	
07-000	WATERPROOFING								
07-050	Moisture Proofing	27,955.00			16,773.00		16,773.00	60.00	838.65
07-100	Roofing	156,002.00	54,600.00		23,400.00		78,000.00	50.00	3,900.00
07-150	In Wall Insulation	7,828.00						7,828.00	
08-000	DOORS & WINDOWS								
08-050	Doors & Frames	24,378.00			24,378.00		24,378.00	100.00	1,218.90
08-100	Door & Hardware Labor	6,000.00			600.00		600.00	10.00	30.00
08-125	Hardware	19,350.00						19,350.00	
08-200	Glass & Glazing	105,586.00			36,955.00		36,955.00	35.00	1,847.75
09-000	FINISHES								
09-050	Drywall	286,911.00	143,555.75		71,728.00		215,283.75	75.04	10,764.19
09-100	Acoustical Ceilings	30,700.00						30,700.00	
09-200	Ceramic Tile	80,591.00						80,591.00	
09-250	Painting	29,100.00						29,100.00	
10-000	SPECIALTIES								
10-100	Signage Allowance	2,000.00						2,000.00	
10-150	Folding Partition	3,716.00						3,716.00	
10-200	Toilet Partins & Accessr	5,600.00						5,600.00	
11-000	EQUIPMENT								
11-050	Teller & Service Equip.	34,555.00						34,555.00	

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## Continuation Sheet

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED PRESENTLY (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
11-100	Appliance Allowance	808.00						808.00		
14-000	CONVEYING SYSTEMS		11,373.00 ✓				11,373.00	34,118.00	568.65	
14-050	Elevator M&L	45,491.00								
15-000	MECHANICAL									
15-050	Plumbing M&L	80,858.00	48,514.60 ✓	16,172.00 ✓			64,686.60 ✓	16,171.40	3,234.33	
15-100	HVAC M&L	285,937.00	134,390.00	51,469.00 ✓			185,859.00 ✓	100,078.00	9,292.95	
15-150	Sprinkler System M&L	59,461.00	47,568.00 ✓	5,946.00 ✓			53,514.00 ✓	5,947.00	2,675.70	
16-000	ELECTRICAL									
16-050	Electrical M&L	381,734.00	133,607.00 ✓	37,183.00 ✓			170,790.00 ✓	210,944.00	8,539.50	
16-100	Fire Alarm System	14,148.00						14,148.00		
17-000	CHANGE ORDERS									
	<b>Totals</b>	<b>3,488,940.00</b>	<b>1,910,825.35</b>	<b>357,424.00</b> ✓			<b>2,268,249.35</b> ✓	<b>65.01</b> ✓	<b>1,220,690.65</b> ✓	<b>113,412.47</b> ✓

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APPLICATION NO: 08-00100006  
 APPLICATION DATE: 12/31/2008  
 PERIOD TO: 12/31/2008  
 ARCHITECT'S PROJECT NO: 08-001

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.

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 6, 2009	Submitted By: Laura Dougherty
Court Agenda Date: January 13, 2009	Department: Facilities Management & Planning
	Phone Number: 281-633-7017

**SUMMARY OF ITEM:**  
Approve Pay Application # 08-00900005, in the amount of \$294,620.65, from Bass Construction for Construction Services provided for the Gus George Academy.

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: Pay Application

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:  
 Activity (If Applicable): P418B-06GUSGEOR

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**  
 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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve



# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:** Facilities & Planning Dept.  
1402 Band Rd., Suite 100  
Rosenberg, TX 77471

**PROJECT:** Gius George Training Academy  
1521 Ransom Rd.  
Richmond, Texas

**APPLICATION NO:** 08-00900005  
**PERIOD TO:** 12/30/2008

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

**CONTRACT FOR:**

**CONTRACT DATE:** 08-009 / /

**PROJECT NOS:** 08-009 / /

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

### 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 ..... \$ 5,941,061.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 5,941,061.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 736,787.00
5. RETAINAGE:
  - a.  $\frac{5.00}{100}$  % of Completed Work (Column D + E on G703) ..... \$ 36,839.35
  - b.  $\frac{5.00}{100}$  % of Stored Material (Column F on G703) ..... \$ 36,839.35
6. TOTAL EARNED LESS RETAINAGE ..... \$ 699,947.65  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 405,327.00  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 294,620.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 5,241,113.35  
(Line 3 less Line 6)

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

**CONTRACTOR:** Bass Construction Co., Inc.

By: Russell M. Cowan Date: 1/2/09

State of: Texas

County of: Fort Bend

Subscribed and sworn to before me this 2nd day of January

Notary Public: Margie Barker  
My Commission expires: June 17, 2012

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations 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** ..... \$

(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:**

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

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
<b>TOTALS</b>	\$	\$
<b>NET CHANGES by Change Order</b>	\$	\$

**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.

**AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects.** This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document or any portion of it may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org



# AIA Document G703™ - 1992

## Continuation Sheet

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: 08-00900005

APPLICATION DATE: 12/31/2008

PERIOD TO: 12/30/2008

ARCHITECT'S PROJECT NO: 08-009

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01-000	GENERAL CONDITIONS								
01-050	Bond	80,918.00	80,918.00				80,918.00	100.00	4,045.90
01-075	Insurances	74,641.00	74,641.00				74,641.00	100.00	3,732.05
01-150	Engineering/Arch/Surveying	298,532.00	194,045.00	89,560.00			283,605.00	95.00	14,180.25
01-200	Rentals & Temporaries	7,602.00	380.00	380.00			760.00	10.00	38.00
01-250	Housekeeping	11,024.00					11,024.00		
01-300	Supervision/Travel/Proj. Mgmt.	72,169.00	3,608.00	7,217.00			10,825.00	15.00	541.25
01-350	Project Closeout	3,539.00					3,539.00		
01-400	Layout & Misc. Expenses	4,003.00	2,001.00				2,001.00	49.99	100.05
01-450	Bldg. Permit Allowance	12,660.00	10,743.00				10,743.00	84.86	537.15
01-500	Profit & Overhead	314,808.00	8,647.00	9,033.00			17,680.00	5.62	884.00
02-000	PHASE I								
02-100	SITWORK								
02-150	Earthwork	152,082.00	45,625.00	60,833.00			106,458.00	70.00	5,322.90
02-250	Underground Utilities	72,003.00		72,003.00			72,003.00	100.00	3,600.15
02-300	Erosion Control	6,052.00	6,052.00				6,052.00	100.00	302.60
03-000	CONCRETE								
03-200	Foundation M&L	474,010.00		71,101.00			71,101.00	15.00	3,555.05
05-000	METALS								
05-050	Structural Steel Materials	330,000.00							
06-000	PHASE II	4,027,018.00							
	Totals	5,941,061.00	426,660.00	310,127.00			736,787.00	12.40	36,839.35

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.

AIA Document G703™ - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 7, 2009 Submitted By: Laura Dougherty  
Court Agenda Date: January 13, 2009 Department: Facilities Management & Planning  
Phone Number: 281-633-7017

SUMMARY OF ITEM:  
Approve Pay Application # 20810-4, in the amount of \$312,312.05, from Brookstone , L.P. for Construction Services performed on the Sienna Library

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES  NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:  
Activity (If Applicable): P418B-06SIENNAL

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 20810-4

To Owner: FB County Commissioners Court  
 301 Jackson Street, Suite 719  
 Richmond, TX 77469

Project: 20810- Sienna Plantation Library  
 PC # 20834  
 RH 46577

Application No.: 4

Period To: 12/31/2008

From Contractor: Brookstone, L.P.  
 3715 Dacoma  
 Houston, TX 77092

Via Architect: STOA/Golemon/Bolullo, Architects  
 6213 Skyline Drive, Suite 200  
 Houston TX 77057

Contract For: Sienna Plantation Library

Architect's Project No: [Handwritten]

Contract Date: 8/11/2008

Distribution to:  
 Owner   
 Architect   
 Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

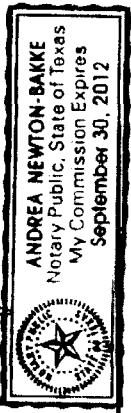
- 1. Original Contract Sum ..... \$9,925,842.00 ✓
- 2. Net Change By Change Order ..... \$0.00
- 3. Contract Sum To Date ..... \$9,925,842.00 ✓
- 4. Total Completed and Stored To Date ..... \$989,711.62 ✓
- 5. Retainage :
  - a 5.00% of Completed Work ..... \$49,485.61 ✓
  - b 0.00% of Stored Material ..... \$0.00
- Total Retainage ..... \$49,485.61 ✓
- 6. Total Earned Less Retainage ..... \$940,226.01 ✓
- 7. Less Previous Certificates For Payments ..... \$627,913.96 ✓
- 8. Current Payment Due ..... \$312,312.05 ✓
- 9. Balance To Finish, Plus Retainage ..... \$8,985,615.99 ✓

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

CONTRACTOR: Brookstone, L.P.

By: [Signature] Date: 1/6/09

State of Texas County of Harris  
 Subscribed and sworn to before me this January day of 2009  
 Notary Public: [Signature]  
 My Commission expires September 30, 2012



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 312,312.05

(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:

By: [Signature] Date: \_\_\_\_\_

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

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.: 4

Application Date: 12/29/2008

To: 12/31/2008

Architect's Project No.:

Invoice #: 20810-4 Contract: 20810- Sienna Plantation Library

A Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application (D+E)	E Work Completed This Period In Place	F Materials Presently Stored	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
001.0000	General Conditions	335,765.00	70,510.65	26,861.20	0.00	97,371.85	238,393.15	4,868.59
002.0000	Earthwork	150,612.00	112,959.00	22,591.80	0.00	135,550.80	15,061.20	6,777.54
003.0000	Erosion Control	12,026.00	5,411.70	481.04	0.00	5,892.74	6,133.26	294.64
004.0000	Fencing	37,198.00	0.00	0.00	0.00	0.00	37,198.00	0.00
005.0000	Termite Control	1,617.00	0.00	0.00	0.00	0.00	1,617.00	0.00
006.0000	Site Utilities	183,146.00	128,202.20	27,471.90	0.00	155,674.10	27,471.90	7,783.71
007.0000	Parking Lot Striping	6,910.00	0.00	0.00	0.00	0.00	6,910.00	0.00
008.0000	Landscaping & Irrigation	158,495.00	0.00	0.00	0.00	0.00	158,495.00	0.00
009.0000	Building & Site Concrete	830,650.00	41,532.50	240,888.50	0.00	282,421.00	548,229.00	14,121.06
010.0000	Structural Steel/Misc. Metals	1,366,970.00	0.00	0.00	0.00	0.00	1,366,970.00	0.00
011.0000	Erect Structural Steel	258,270.00	0.00	0.00	0.00	0.00	258,270.00	0.00
012.0000	Exterior Sun Screens	78,842.00	0.00	0.00	0.00	0.00	78,842.00	0.00
013.0000	Roofing/Thermal & Moisture Protec	399,721.00	0.00	0.00	0.00	0.00	399,721.00	0.00
014.0000	Lt Wt Deck & Fill	190,000.00	0.00	0.00	0.00	0.00	190,000.00	0.00
015.0000	Masonry	499,550.00	0.00	0.00	0.00	0.00	499,550.00	0.00
016.0000	Glass & Glazing / Window Wall Sys	529,970.00	0.00	0.00	0.00	0.00	529,970.00	0.00
017.0000	Automatic Doors	13,450.00	0.00	0.00	0.00	0.00	13,450.00	0.00
018.0000	Doors / Frames / Hardware	75,990.00	0.00	0.00	0.00	0.00	75,990.00	0.00
019.0000	Install Doors & Hardware	13,656.00	0.00	0.00	0.00	0.00	13,656.00	0.00
020.0000	Overhead Rolling Grilles	15,977.00	0.00	0.00	0.00	0.00	15,977.00	0.00
021.0000	Millwork / Casework / Countertops	63,600.00	0.00	0.00	0.00	0.00	63,600.00	0.00
022.0000	Drywall & Framing	375,025.00	0.00	0.00	0.00	0.00	375,025.00	0.00
023.0000	Acoustical Ceilings	77,000.00	0.00	0.00	0.00	0.00	77,000.00	0.00
024.0000	Plaster & Stucco	82,942.00	0.00	0.00	0.00	0.00	82,942.00	0.00
025.0000	Carpet/VCT	144,650.00	0.00	0.00	0.00	0.00	144,650.00	0.00
026.0000	Ceramic Tile	26,827.00	0.00	0.00	0.00	0.00	26,827.00	0.00
027.0000	Raised Floor	27,023.00	0.00	0.00	0.00	0.00	27,023.00	0.00
028.0000	Painting	53,923.00	0.00	0.00	0.00	0.00	53,923.00	0.00
029.0000	Display Boards	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
030.0000	Louvers	9,500.00	0.00	0.00	0.00	0.00	9,500.00	0.00
031.0000	Flagpoles	3,275.00	0.00	0.00	0.00	0.00	3,275.00	0.00
032.0000	Signage	7,660.00	0.00	0.00	0.00	0.00	7,660.00	0.00

# CONTINUATION SHEET

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.: 4  
 Application Date: 12/29/2008  
 To: 12/31/2008  
 Architect's Project No.:

Invoice #: 20810-4 Contract: 20810- Sienna Plantation Library

A Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application (D+E)	E Work Completed This Period In Place	F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
033.0000	Lockers	5,909.00	0.00	0.00	0.00	0.00	5,909.00	0.00
034.0000	Fire Ext & Cabs	2,800.00	0.00	0.00	0.00	0.00	2,800.00	0.00
035.0000	Toilet Partitions	11,284.00	0.00	0.00	0.00	0.00	11,284.00	0.00
036.0000	Toilet Accessories	6,018.00	0.00	0.00	0.00	0.00	6,018.00	0.00
037.0000	Floor Mats	2,485.00	0.00	0.00	0.00	0.00	2,485.00	0.00
038.0000	Install Library Equip	3,500.00	0.00	0.00	0.00	0.00	3,500.00	0.00
039.0000	Appliances	3,101.00	0.00	0.00	0.00	0.00	3,101.00	0.00
040.0000	Elevators	87,852.00	0.00	0.00	0.00	0.00	87,852.00	0.00
041.0000	HVAC & Controls	1,096,421.00	0.00	0.00	0.00	0.00	1,096,421.00	0.00
042.0000	Plumbing	342,120.00	0.00	0.00	0.00	0.00	342,120.00	0.00
043.0000	Power / Electrical Systems	1,004,385.00	83,363.96	0.00	0.00	83,363.96	921,021.04	4,168.20
044.0000	Cabling/Cable Tray/Data system/Uj	215,999.00	0.00	0.00	0.00	0.00	215,999.00	0.00
045.0000	Audio Video Systems/Paging	203,882.00	0.00	0.00	0.00	0.00	203,882.00	0.00
046.0000	Sprinkler System	205,200.00	0.00	0.00	0.00	0.00	205,200.00	0.00
047.0000	FM 200 System	36,522.00	1,716.53	0.00	0.00	1,716.53	34,805.47	85.83
048.0000	Fire Detection & Alarm System	23,731.00	0.00	0.00	0.00	0.00	23,731.00	0.00
049.0000	Security System Wiring	2,300.00	0.00	0.00	0.00	0.00	2,300.00	0.00
050.0000	Insurance & Bonds	196,229.00	196,229.00	0.00	0.00	196,229.00	0.00	9,811.45
051.0000	General Contractor Fee	315,864.00	21,036.54	10,455.10	0.00	31,491.64	284,372.36	1,574.59
052.0000	Owner's Contingency	120,000.00	0.00	0.00	0.00	0.00	120,000.00	0.00
<b>Grand Totals</b>		<b>9,925,842.00</b>	<b>660,962.08</b>	<b>328,749.54</b>	<b>0.00</b>	<b>989,711.62</b>	<b>8,936,130.38</b>	<b>49,485.61</b>

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/07/2009	Submitted By: Jean N. Galloway, MD
Court Agenda Date: January 13, 2009	Department: Health & Human Services Phone Number: 281-238-3589

**SUMMARY OF ITEM:** Please approve out of state travel for Mable Buford, Ft. Bend Center for Independent Living, to attend the Public Health Preparedness Summit 2009 in San Diego, CA February 17-20, 2009, as a public health community partner representative.

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO   
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

**List Supporting Documents Attached:** <http://www.phprep.org/2009/agenda/>

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** Accounting Unit: 100635999 Account Number: 63200 Travel and 63000 Fees  
Activity (If Applicable): G635-09BIOTERR

**DESCRIPTION OF LAWSON ACCOUNT:** Travel and Registration Fees

**Instructions to submit Agenda Request Form:**

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

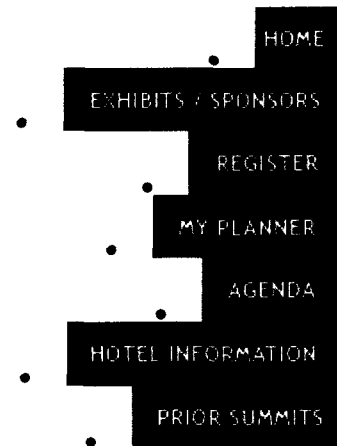
**DISTRIBUTION:**  
Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):**



# Public Health Preparedness Summit 2009



## 2009 Agenda Items

### Featured Speaker: Amanda Ripley



**Thursday, February 19, 8:30 - 10:00 am**

A senior writer at TIME Magazine, Amanda Ripley has traveled the world studying disasters, natural and man made. Her book, *The Unthinkable: Who Survives When Disaster Strikes—and Why*, is the first mass-market book to explain how the brain works in disasters—and how we can learn to do better.

[More](#)

*Preliminary Agenda - A more detailed agenda is forthcoming*

#### **Wednesday, February 18, 2009**

8:00 am-5:00pm Public Health Law Workshop

8:00 am - 10:00 am Pre-Conference Workshops

12:15 pm - 1:15 pm Lunch (Boxed)

1:30 pm – 3:30 pm Workshops

4:00 pm – 6:00 pm General Opening Plenary Session

6:30 pm – 8:30 pm Welcome Reception

**Thursday, February 19, 2009**

7:30 am – 8:15 am Roundtable Discussions

8:30 am – 10:00 am Morning Plenary Session: Amanda Ripley

10:00 am – 10:30 am Break

10:30 am – 12:00 pm Concurrent Sessions

12:00 pm – 1:00 pm Lunch

1:00 pm – 5:00 pm Workshops & Concurrent Sessions

1:00 - 2:30 pm & 3:00 - 4:30 pm Concurrent Sessions

2:30 pm – 3:00 pm Break

5:30 pm – 7:00 pm Reception

**Friday, February 20, 2009**

7:30 am – 8:15 am Roundtable Discussions

8:30 am – 10:00 am Concurrent Sessions

10:00 am – 10:30 am Break

10:30 am – 12:00 pm Closing Plenary Session

12:00 pm – 1:00 pm Lunch

1:00 pm – 4:30 pm Post-Conference Workshops

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

<b>Date Submitted:</b> 01/07/09	<b>Submitted By:</b> Nicole Hobbs
<b>Court Agenda Date:</b> 01/13/09	<b>Department:</b> Health & Human Services / EMS
	<b>Phone Number:</b> 281-341-4555

**SUMMARY OF ITEM:**

Approve Renewal Emergency Medical Services Housing Agreement for Fire Station No. 1 between Fort Bend County and City of Stafford, beginning October 1, 2008 through September 30, 2010.

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

**List Supporting Documents Attached:**

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDING SOURCE:** Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Activity (If Applicable): \_\_\_\_\_

**DESCRIPTION OF LAWSON ACCOUNT:** \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Daniel Kosler, EMS</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)
<input checked="" type="checkbox"/> Other: <u>Dr. Galloway, HHS</u>	

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

1-1409 2 orig. ret. to Nicole at Co. Attorney

THE STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND               §

**EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT FOR FIRE STATION  
NO. 1 BETWEEN FORT BEND COUNTY AND THE CITY OF STAFFORD**

This Agreement is entered into between the County of Fort Bend, hereinafter referred to as “County” and the City of Stafford, hereinafter referred to as “City.”

It is mutually agreed by the parties hereto as follows:

**SECTION I  
DUTIES & RESPONSIBILITIES OF THE FIRE DEPARTMENT**

**1.01** The City shall provide space for housing of one (1) Fort Bend County Advance Life Support Ambulance Unit and one (1) disaster response trailer at the City’s Fire Station No. 1 located at 2710 South Main, Stafford, Texas 77477.

**1.02** The City shall provide space for two (2) Fort Bend County Emergency Medical Service Division Personnel to be stationed at the City’s Fire Station No. 1.

**SECTION II  
DUTIES & RESPONSIBILITIES OF THE COUNTY**

**2.01** The County will provide one (1) Advance Life Support Ambulance Unit, one (1) disaster response trailer, and two (2) Emergency Medical Service Division Personnel.

**2.02** Emergency Medical Service Personnel shall hold at least the rating of an Emergency Medical Technician.

**2.03** The Ambulance Unit, disaster response trailer, and Personnel shall continue to be part of the County Emergency Medical Service Division and shall be dispatched only through the County.

**SECTION III  
INSURANCE**

**3.01** Each party shall be responsible for its own negligent actions, regardless of the geographical location. Each party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers compensation, and if applicable, emergency medical service professional liability insurance, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel and its equipment. No party hereto shall have any obligation to provide or extend insurance coverage for any of the services, events resulting from services or physical equipment required to provide services, as enumerated herein, to any other party or its personnel. Each party hereto may require any other party hereto to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.

**SECTION IV  
NO CO-PARTNERSHIP**

**4.01 a.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as creating or establishing the relationship by either party as agent, representative, or employee of the other party for any purpose, or in any manner, whatsoever.

b. The City is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION V**  
**SEVERABILITY**

5.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it shall not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination of the other party.

**SECTION VI**  
**ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

6.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alteration, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**SECTION VII**  
**COMPLIANCE WITH LAWS AND REGULATIONS, VENUE,  
AND OTHER MISCELLANEOUS PROVISIONS**

7.01 a. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

b. Both parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle either party to terminate this contract immediately upon delivery or written notice to the other party.

c. The City and County agree that venue for any suit arising out of this Agreement shall be exclusively vested in the State Courts of Fort Bend County, Texas.

d. This Agreement is for the benefit of City and the County only, and no provision of this Agreement shall be interpreted to convey or grant to any other person any benefits or rights.

**SECTION VIII**  
**TERM**

8.01 It is expressly understood and agreed that this Agreement is for a two-year period, beginning **October 1, 2008** and ending **September 30, 2010**. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

**SECTION IX  
NOTICES**

9.01 Notice to the County shall be sent to:

With copy to:

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

**Fort Bend County EMS**  
Rosenberg, Texas 77471  
4336 Highway 36  
Attention: Daniel Kosler, Director

Notice to the City shall be sent to:

With copy to:

**City of Stafford**  
2610 South Main Street  
Stafford, Texas 77477

**Stafford Fire Station No. 1**  
2710 South Main  
Stafford, Texas 77477  
Attention: Chief

This agreement shall be effective on the date signed by the last party hereto.

Executed this 13 day of January, 2009.

ATTEST:

*Dianne Wilson*

Dianne Wilson, County Clerk

By:

**FORT BEND COUNTY, TEXAS**

*Robert E. Hebert*

Robert E. Hebert, County Judge

By:

**FORT BEND COUNTY EMERGENCY  
MEDICAL SERVICES**

*Daniel Kosler*

Daniel Kosler, Director

Date:

1/12/09

ATTEST:

*Bonnie Baucom*

Bonnie Baucom, City Secretary

By:

**CITY OF STAFFORD**

*Leonard Scarcella*

Leonard Scarcella, Mayor

Date:

December 17, 2008

By:

**STAFFORD FIRE DEPARTMENT**

*James R. Jett*

Fire Chief

Date:

December 21, 2008

RECORDED ON 1-22-09  
IN THE COMMISSIONER COURT  
MINUTES OF 1-13-09

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE EMERGENCY  
MEDICAL SERVICES HOUSING AGREEMENT FOR FIRE STATION NO. 1  
BETWEEN FORT BEND COUNTY AND CITY OF STAFFORD**

On this the 13 day of January, 2009, 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  
Housing Agreement with City of Stafford and Fort Bend County for housing of Ambulance Unit, Disaster  
Response Trailer, and Personnel at City of Stafford Fire Station No. 1. Said Agreement being  
incorporated herein by reference for all purposes as though fully set forth herein word for word.

**FORT BEND COUNTY FY 2009  
AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 7, 2009	Submitted By: Kent Edwards
Court Agenda Date: January 13, 2009	Department: Human Resources
	Phone Number: 281-341-8631

<b>SUMMARY OF ITEM: Approve withdrawal applications from the Shared Sick Leave Pool as follows:</b>		
Employee of Road and Bridge, Position #	6111-0096	168 hours
Employee of Road and Bridge, Position #	6111-0036	120 hours
Employee of District Attorney, Position #	4801-0005	120 hours
Employee of District Clerk, Position #	4501-0016	168 hours
<b>RENEWAL AGREEMENT/APPOINTMENT</b> <span style="margin-left: 200px;">YES <input type="checkbox"/></span> <span style="margin-left: 100px;">NO <input type="checkbox"/></span>		

<b>FINANCIAL SUMMARY:</b>	
BUDGETED ITEM: YES <input type="checkbox"/>	NO <input type="checkbox"/>
FUNDNG SOURCE: Accounting Unit:	Account Number:
Activity (If Applicable):	
DESCRIPTION OF LAWSOM ACCOUNT: _____	

<b>Instructions to submit Agenda Request Form:</b>			
<ul style="list-style-type: none"> <li>• Completely fill out agenda form: incomplete forms <u>will not</u> be processed.</li> <li>• Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.</li> <li>• All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.</li> </ul>			
<b>DISTRIBUTION:</b>			
<u>Original Form</u> Submitted with back up to County Judge's Office x (✓ when completed)			
If by E-Mail to <a href="mailto:ospindon@co.fort-bend.tx.us">ospindon@co.fort-bend.tx.us</a>		If by Fax to (281) 341-8609	
Distribute copies with back-up to all listed below. If by fax, send to numbers below:			
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)
<input type="checkbox"/>	Facilities/Planning	(281-633-7022)	x    Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/>	Purchasing Agent	(281-341-8642)	x    Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/>	Information Technology	(281-341-4526)	x    County Clerk (281-341-8697)
x	Other: Drainage		x    County Atty (281-341-4557)

<b><u>RECOMMENDATION / ACTION REQUESTED:</u></b>
Special Handling Requested (specify):



HUMAN RESOURCES DEPARTMENT  
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR  
Director of Human Resources

TO: Judge Robert Hebert  
Commissioner Richard Morrison  
Commissioner Grady Prestage  
Commissioner Andy Meyers  
Commissioner James Patterson

FROM: Kathy Novosad  
Human Resources Generalist

SUBJECT: Commissioners Court Agenda Item  
Withdrawal Applications, Shared Sick Leave Pool

DATE: January 7, 2009

In July 2008, Section 712 of the Employee Information Manual, Shared Sick Leave Pool, was approved by Commissioners Court. The Pool became active January 1, 2009. As of the first of the year, 356 employees have enrolled in the Pool by donating eight or more hours of accrued sick leave. The Pool balance on January 1 was 3,369 hours, and donations are still coming in.

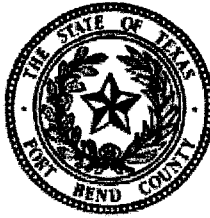
As provided by the policy, an Administrative Committee has been elected by the members of the Pool. Kaye Reynolds, Deputy Director of Health and Human Services, and Roby Tate, Superintendent of Road and Bridge, were nominated and elected and will serve on the committee in 2009, along with Kathy Novosad, the Human Resources representative.

The committee met for the first time today to review four withdrawal applications from employees who are members of the Pool, and are currently unable to work due to a serious health condition. The committee verified that the individuals met the withdrawal criteria specified in the policy, and we are now submitting these withdrawal applications for Commissioners Court review and approval.

The maximum withdrawal available to Pool members at this time is 5% of the Pool balance, or 168 hours. The committee recommends withdrawals as follows:

<b>Employee of Road and Bridge, Position #6111-0096</b>	<b>168 hours</b>
<b>Employee of Road and Bridge, Position #6111-0036</b>	<b>120 hours</b>
<b>Employee of District Attorney, Position # 4801-0005</b>	<b>120 hours</b>
<b>Employee of District Clerk, Position # 4501-0016</b>	<b>168 hours</b>

The withdrawal requests are attached. Please contact Kathy Novosad at 281-341-8624 if you have any questions.



*Office of County Purchasing Agent  
Gilbert D. Jalomo, Jr., CPPB*

4520 Reading Road  
Rosenberg TX 77471

Office (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 13, 2009

**Regular Agenda:**

Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for the purchase of an item available from only one source for the following:

- a. Reference database from Info USA Marketing, in an amount not to exceed \$39,000.00 (Funding: Library 63000)
- b. Supplemental agreement between Fort Bend County and to the Manatron Records Management Master Agreement for AgendaLink Software for the Office of the County Clerk, in an amount not to exceed \$75,300.00 (Funding: County Clerk Records Management)

C, Authorize advertising for RFPs for telecommunication solution at County Jail complex.

13

D. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7)(C) Texas Local Government Code to purchase an item available from only one source for capital connection fees from Sienna Plantation Municipal Utility District No. 1 for Sienna Plantation Library, in an amount not to exceed \$99,840.00. (Funding: Sienna Library 732518888 64600)

**FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 6, 2009

Submitted By: Karen Stall

Department: Tax

Court Agenda Date: January 13, 2009

Phone Number: 281-341-3723

**SUMMARY OF ITEM: Approve over \$500.00 – Refunds \$ 53,720.92**

RENEWAL AGREEMENT/APPOINTMENT

YES NO 

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES NO 

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**BUDGETED ITEM: YES NO 

FUNDNG SOURCE: Accounting Unit:

Account Number:

Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: Incomplete forms will not be processed.
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If by Fax to (281) 341-8609

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<input checked="" type="checkbox"/>	Budget Officer	(281-344-3954)	<input checked="" type="checkbox"/>	Comm. Pct. 2	(281-403-8009)
<input type="checkbox"/>	Facilities/Planning	(281-633-7022)	<input checked="" type="checkbox"/>	Comm. Pct. 3	(281-242-9060)
<input type="checkbox"/>	Purchasing Agent	(281-341-8642)	<input checked="" type="checkbox"/>	Comm. Pct. 4	(281-980-9077)
<input type="checkbox"/>	Information Technology	(281-341-4526)	<input checked="" type="checkbox"/>	County Clerk	(281-341-8697)
<input type="checkbox"/>	Other:		<input checked="" type="checkbox"/>	County Attny	(281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Approve & record in the minute's tax payment refunds in the amount of \$ 53,720.92 for the office of Patsy Schultz.

Special Handling Requested (specify):



**FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

<b>Date Submitted:</b> 1/7/2009	<b>Submitted By:</b>
<b>Court Agenda Date:</b> 1/13/2009	<b>Department:</b> County Judge
	<b>Phone Number:</b> 281-341-8608

**SUMMARY OF ITEM:**  
Take all appropriate action on proposal by County Judge to remove Emergency Management Coordinator from the Salary Matrix; assign as an Executive Manager, with annual review and salary to be recommended by County Judge; set new biweekly rate at \$3,448.80 effective January 13, 2009.

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO   
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

**List Supporting Documents Attached:**

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Activity (If Applicable): \_\_\_\_\_

**DESCRIPTION OF LAWSON ACCOUNT:** \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):**

15B

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2009

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

- Robert E. Hebert - County Judge
Tom Stavinoha - 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 23, 2008, the Court heard and approved the budget for the year 2009 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: Office of Emergency Management Accounting Unit: 100580100

TRANSFER TO:

Table with 3 columns: ACCOUNT NAME, ACCOUNT NUMBER, AMOUNT. Rows include Salaries (3,856), Payroll Taxes (295), Retirement (394), WC/Unemployment (35), and TOTAL TRANSFERRED TO: 4,579.

TRANSFER FROM:

Table with 3 columns: ACCOUNT NAME, ACCOUNT NUMBER, AMOUNT. Row includes Non-Departmental Fees (4,579) and TOTAL TRANSFERRED FROM: 4,579.

EXPLANATION: Funds needed for reclassification of position 5801-0008

Department Head: Pamela Hubbs Date: 1/5/09

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND BY: Robert E. Hebert, County Judge

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

15c

Date Submitted:	01/06/2009	Submitted By:	Mary Reveles
Court Agenda Date:	<del>01/16/2009</del> 1-13-09	Department:	County Attorney
		Phone Number:	341-4554

**SUMMARY OF ITEM:**  
**COUNTY JUDGE:**  
 Take all appropriate action on the First Amendment to the Tax Abatement Agreement between Fort Bend County and Town Center Lakeside, Ltd., extending the completion date of the Improvements from December 31, 2009 to June 10, 2010.

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached: proposed agreement

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO  N/A

FUNDNG SOURCE: Accounting Unit: Account Number:  
 Activity (If Applicable): (Mobility Bonds)

DESCRIPTION OF LAWSOM ACCOUNT: N/A

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
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<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Patsy Schultz	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

H14-09 2 origis. ret. to Mary at Co. Attorney

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT  
BETWEEN FORT BEND COUNTY AND  
TOWN CENTER LAKESIDE, LTD.**

This FIRST AMENDMENT of the Tax Abatement Agreement is made and entered into by and between **FORT BEND COUNTY, TEXAS**, a body politic, acting herein by and through its Commissioners Court and **TOWN CENTER LAKESIDE, LTD.**, (hereinafter referred to as “Owner”), each being parties to that certain Tax Abatement Agreement entered into by the parties on or about July 22, 2008.

**WHEREAS**, Fort Bend County, Texas, and Owner entered into a Tax Abatement Agreement, on July 22, 2008, (hereinafter the “Agreement”); and

**WHEREAS**, the parties desire to amend a certain portion of the Agreement; and

**WHEREAS**, the parties desire to extend the completion date of construction of the Improvements; and

**WHEREAS**, the parties agree that the terms and conditions as set out in the July 22, 2008 Agreement, attached hereto as Exhibit “B” and incorporated by referenced, remain in full force and effect and is a part hereof for all purposes as if same were fully and completely set out in this document.

**NOW THEREFORE**, pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, and the ‘Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones Created in Fort Bend County, Texas,’ the Agreement is hereby amended as follows:

1. Page 3, Item 4, section (b) is hereby replaced with the following:  
That construction of the Improvements shall be completed on or before June 1, 2010.  
Owner shall provide Tax Assessor/Collector a certified statement evidencing a minimum of \$13,000,000.00 project costs with respect to the Improvements within thirty (30) days after completion of the Improvements to be constructed by Owner.
2. Except as modified herein, the above referenced Agreement remains in full force and effect and has not been modified or amended.
3. The tax abatement shall apply for the tax years as stated in the original Agreement.

This amendment does not purport to extend the tax abatement to tax years beyond tax year 2019, as stated in the original Agreement.

5. All future amendments of the rights of the parties described in said Agreement shall require written consent of the Fort Bend County Commissioners Court.
6. The original Tax Abatement Agreement executed by and between Fort Bend County and Town Center Lakeside, Ltd. on July 22, 2008, is hereby adopted and incorporated by reference the same as if fully set forth herein verbatim, subject only to the above described amendments.
7. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

**IN TESTIMONY OF WHICH, THIS AMENDMENT** shall be effective upon execution of all parties.

**FORT BEND COUNTY**

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

*Robert E. Hebert*  
Robert E. Hebert, County Judge

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

1-13-09

**ATTEST:**

*Dianne Wilson*  
Dianne Wilson, County Clerk

**TOWN CENTER LAKESIDE, LTD.**

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

*Les A. Newton*  
Les A. Newton, President

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

12-19-08

Attest:

*Carl P. Jare*  
\_\_\_\_\_

Attachments: **Exhibit A** - Letter request  
**Exhibit B** - Tax Abatement Agreement between Fort Bend County and Town Center Lakeside, Ltd.

MER:Town Center Lakeside Amendment.3195-125(12182008)

Exhibit A

December 18, 2008

Ms. Mary E. Reveles  
First Assistant County Attorney  
Fort Bend County  
301 Jackson, Suite 728  
Richmond, Tx 77469

Re: Amendment to Sugar Land Town Square Site A Tax Abatement Agreement

Dear Mary:

By this letter, we respectfully request that the County consider amending the above referenced Tax Abatement Agreement to change the required completion date from January 1, 2010 to June 1, 2010.

We experienced a 30-day delay in the start of construction, and our contractor recently informed us that the duration of the construction will be three months longer than originally planned. The additional time for construction is largely due to the small size and tight physical constraints on this site which provides for minimal storage and staging areas. We expect to complete the building in March 2010, but would ask for a deadline of June 1, 2010.

To keep this request as simple as possible, we are not asking to amend any other portion of the agreement. The value hurdles and tax abatement years would remain unchanged. Therefore, we will still be required to have at least \$13 million in value by 1/1/10, and the tax abatement will commence 1/1/10. As a result, there is no financial impact to any of the entities as a result of this extended deadline.

In the current financial environment, we feel fortunate that we have been able to move forward with this speculative office building. Though we have commenced site work and pad preparation, it is imperative that we know we have an achievable deadline in our abatement agreement before we begin construction of the building itself in January. Therefore, we ask for your help in seeking the fastest possible response to this request.

Sincerely,



Les A. Newton  
President

Exhibit B

STATE OF TEXAS           §  
                                      §  
COUNTY OF FORT BEND   §

**TAX ABATEMENT AGREEMENT**  
by and between  
**FORT BEND COUNTY**  
and  
**TOWN CENTER LAKESIDE, LTD.**

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 LAKESIDE, LTD.** hereinafter referred to as "Owner," of the improvements located within the City of Sugar Land Reinvestment Zone No. 08-01.

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 December 18, 2007. 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 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. 08-01 by the Fort Bend County Central Appraisal District.
- b. "**Improvements**" means a building to be used as an office building with retail space, containing approximately 160,000 square feet for office space and 15,000 square feet for retail and any sidewalks, parking lots, roads, outdoor lighting, landscaping and

other improvements to serve the building, all as approximately shown in Exhibit C, attached to and incorporated into this Agreement by reference.

- c. **“Real Property”** means the real property as described in Ordinance No. 1688, which created Reinvestment Zone No. 08-01 located within City of Sugar Land, described in Exhibit “A” attached hereto and incorporated by reference herein for all purposes.
- d. **“Abatement”** means the full or partial exemption from ad valorem taxes of certain property in City of Sugar Land Reinvestment Zone No. 08-01 designated for economic development purposes. The abatement shall not apply to any retail space in the Reinvestment Zone.
- e. **“Eligible Property”** Abatement may be extended to fixed machinery and equipment, necessary to the operation and administration of the facility. Eligible Property is subject to abatement under the same terms as Improvements only if specifically included in Section 5(c).
- f. **“Ineligible Property”** means real property, existing improvements, tangible personal property that the Fort Bend Central Appraisal District classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law. Any retail space in the Reinvestment Zone shall be considered Ineligible Property.
- g. **“Owner”** means TOWN CENTER LAKESIDE, LTD., the Owner of the real property and Improvements 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. 08-01 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, 2008.

4. Responsibility of Owner

In consideration of receiving the tax abatement granted herein, Owner represents and agrees:

- (a) That construction of the Improvements will commence on or before December 31, 2008.
- (b) That construction of the Improvements shall be completed on or before December 31, 2009. Owner shall provide Tax Assessor/Collector a certified statement evidencing a minimum of \$13,000,000 project costs with respect to the Improvements within thirty (30) days after completion of the Improvements to be constructed by Owner.
- (c) That the Certified Appraised Value of the Improvements on January 1, 2010, and on each and every January 1 thereafter during the term of this Agreement will not be less than \$13,000,000. Failure to meet the requirements of this section will invalidate the tax abatement for the year this requirement was not satisfied.
- (d) That Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- (e) That 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.
- (f) **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.**
- (g) **OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD. ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY COUNTY.**

5. Value and Term of Abatement

- (a) This Agreement shall be effective on the date executed by County and Owner.

whichever is later, and shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2019. In no event shall this Agreement extend beyond December 31, 2019.

This Agreement shall terminate on the completion of the abatement, unless earlier terminated as provided elsewhere herein. Owner's obligation upon default to pay to County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

(b) In each year that this Agreement is in effect, the amount of abatement on the office space only shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements.

(c) 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

for the office space only:	<u>Tax Year</u>	<u>Percentage Abatement</u>
	2010	75%
	2011	75%
	2012	75%
	2013	75%
	2014	75%
	2015	75%
	2016	75%
	2017	75%
	2018	75%
	2019	75%

**TOTAL = 750%**

- (1) The abatement granted shall not apply to any retail space located in the Reinvestment Zone, Value of the Real Property, increases in the Value of the Real Property, Eligible Property, Ineligible Property, inventory and supplies.
- (2) All Improvements shall be completed in accordance with applicable laws,

ordinances, rules or regulations in effect at the time such Improvements are erected.

- (3) 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 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.
- (4) On or before September 1 of each year of this Agreement, Owner shall certify in writing to Fort Bend County Tax Assessor/Collector Owner's 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 Real Property, Eligible Property, Ineligible Property including retail space located in the Reinvestment Zone shall be fully taxable, including inventory and supplies;
- (b) The Value of existing Improvements shall be determined annually by the Central Appraisal District.

7. **Event of Default**

- (a) County may declare Owner in default of this Agreement if: (1) Owner fails to comply with any term of this Agreement or (2) Owner allows County ad valorem taxes on the Real Property, or any property located thereon, to become delinquent.
- (b) County shall notify Owner of any default in writing specifying the default. Owner shall have thirty (30) days from the date of the notice to cure any default. If Owner fails to cure the default within sixty (60) days from receipt of notice, County may terminate this Agreement by written notice.
- (c) If this Agreement is terminated by County, Owner agrees that they are liable for and will pay to 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

TEXAS TAX CODE for delinquent taxes; and

- (3) Penalties on the amount abated in the year of default, at the rate provided for in the TEXAS TAX CODE for delinquent taxes.

- (d) County shall have a lien against the Real Property and Improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

**8. Administration and Inspection**

(a) This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. Owner shall allow employees or other representatives of County who have been designated by the Tax Assessor/Collector to have access to the Real Property and Improvements (during normal business hours) 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 Owner may accompany the inspector.

(b) Upon completion of the Improvements, County shall annually evaluate the Improvements to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner.

(c) 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 Improvements subject to this Agreement and (2) the full taxable value without abatement of the Real Property, Eligible Property and Ineligible 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.

- (d) 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 County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

9. **Assignment**

This Agreement may not be assigned without prior written consent of County. No assignment shall be effective or approved if either County has declared a default hereunder which has not been cured or the assignee is delinquent in the payment of any ad valorem taxes owed to County. Approval shall not be unreasonably withheld.

Any and all assignments shall contain the same terms and conditions as set out in this 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 LAKESIDE, LTD. in performing their obligations hereunder, is acting independently, and County assumes no responsibilities or liabilities in connection therewith to third parties. TOWN CENTER LAKESIDE, LTD. AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS 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 LAKESIDE, LTD.'s OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF RESPONSIBILITIES AND LIABILITIES RESULTING FROM THE FAULT OR NEGLIGENCE OF COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. TOWN CENTER LAKESIDE, LTD.'s INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF (AND COUNTY AGREES TO COOPERATE IN THE DEFENSE OF) ANY

SUCH CLAIMS, SUITS, AND CAUSES OF ACTION. TOWN CENTER LAKESIDE, LTD. SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY 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 LAKESIDE, LTD. 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 LAKESIDE, LTD. SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

**11. Force Majeure**

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to County in writing within thirty (30) 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. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall include, but not be limited to 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 and the rights and obligations of each party shall be construed and enforced 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.

(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 County and 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 Owner or County at the following addresses:

**To the Tax Assessor/Collector:** The Honorable Patsy Schultz  
Fort Bend County Tax Assessor-Collector  
500 Liberty, Suite 101  
Richmond, Texas 77469

**To Owner:** Town Center Lakeside, Ltd.  
15958 City Walk # 250  
Sugar Land, Texas 77478

**To County:** Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attention: County Judge

**Copy to:** Fort Bend County Attorney  
301 Jackson, Suite 728  
Richmond, Texas 77469

Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. **Failure of Owner to provide County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.**

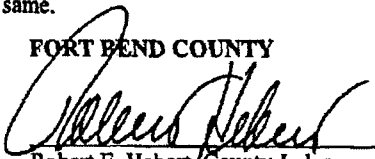
**17. Entire Agreement; Ordinance and Economic Impact Statement**

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns. Attached hereto are (a) Exhibit A – Legal Description of Real Property, (b) Exhibit B – City of Sugar Land Ordinance No. 1688 designating Reinvestment Zone No. 08-01 and (c) 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 County and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Town Center Lakeside, Ltd. has full authority to execute this Agreement and respectively bind Town Center Lakeside, Ltd. to the same.

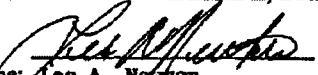
FORT BEND COUNTY

By:   
Robert E. Hebert, County Judge


Date: July 22, 2008

ATTEST:   
Dianne Wilson, County Clerk

OWNER:  
TOWN CENTER LAKESIDE, LTD.

By:   
Name: Les A. Newson  
Title: President

Date: 7/8/08

ATTEST: 

Date: 7/8/08

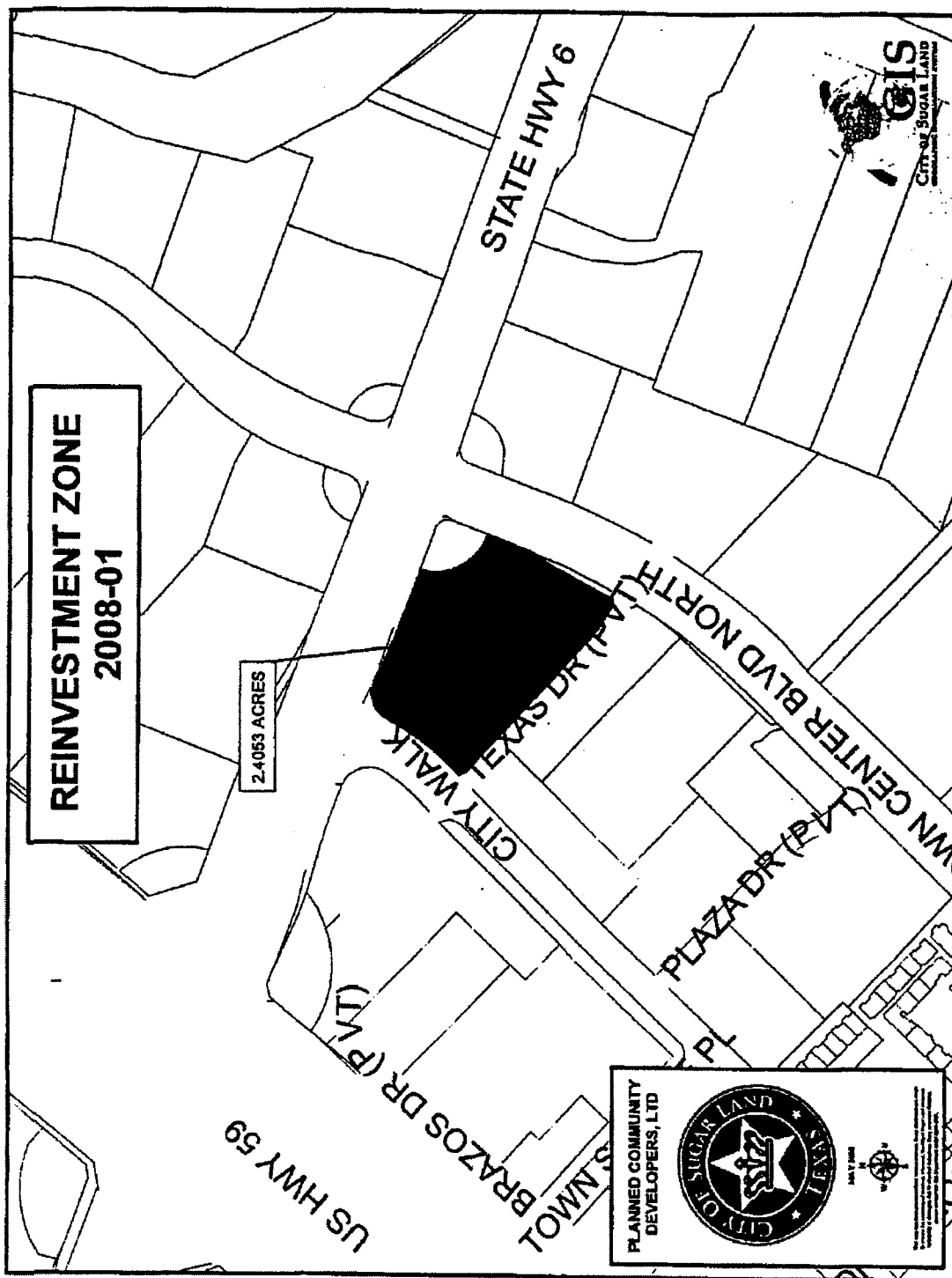
- Attachments: Exhibit A – Legal Description of Real Property  
Exhibit B – City of Sugar Land Ordinance No. 1688 Designating Reinvestment Zone No. 08-01  
Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement

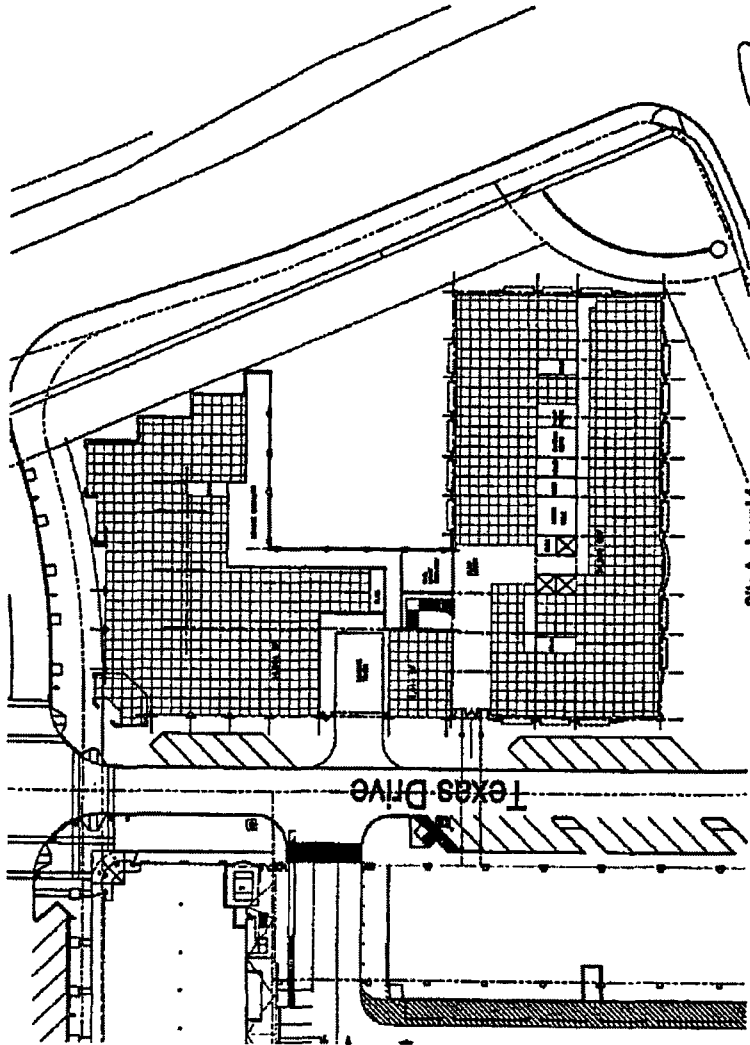
MER:Town Center Lakeside, Ltd. Sugar Land.3195-124(0707008)

**PROPERTY LEGAL DESCRIPTION**

Reserves "A1" and "A2" of the Sugar Land Town Square Second Amending Plat – a planned development district, slide numbers 2464B, 2465A and 2465B of the plat records of Fort Bend County, Texas







Site A - Level 1

SLA Studio Lead, Inc.  
Urban Planning/Landscape Architects  
Anderson, McElroy and House, Architects  
Architects  
Scale: 1" = 20'

**TOWN SQUARE**



Developed by  
**Planned Community Developers**  
Sugar Land, Texas

March 21, 2008

**ORDINANCE NO. 1688**

**AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS CREATING REINVESTMENT ZONE NO. 08-01 FOR A 2.4053 ACRE TRACT OF LAND LOCATED SOUTH OF STATE HIGHWAY 6 AND NORTH OF TEXAS DRIVE IN SUGAR LAND TOWN SQUARE.**

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. 08-01 is created for the real property described in Exhibit A, attached to and incorporated into this ordinance by reference.

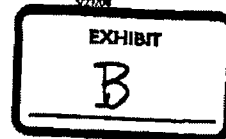
**Section 2.** That the Reinvestment Zone created herein is eligible for commercial-industrial tax abatement as provided by law.

**Section 3.** That Reinvestment Zone No. 08-01 expires five years from the date of this ordinance.

APPROVED on first consideration on \_\_\_\_\_, 2008.

REINVESTMENT ZONE NO. 08-01 ORDINANCE/Page 1

REINVEST. ORD  
5/27/08



ADOPTED upon second consideration on \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:

Attachment: Exhibit A - Property Description



# CITY OF SUGAR LAND

APR 3 2008

Business & Intergovernmental  
Relations

## APPLICATION FOR AD VALOREM TAX ABATEMENT

*The following factors will be considered as a whole to determine the entire economic impact of the company: location of project, type of business, is the company in one of the City's target industries, number of jobs, skill level of each job, average salary, investment in building improvements or new building, value of taxable inventory, value of taxable personal property and equipment, sales tax revenue generated for the City, impact on local infrastructure, and impact (good or bad) on existing businesses in the City.*

1. Please provide a detailed summary statement about your company (its history, type of business and industry, etc.) and clearly describe its operations at the proposed facility in Sugar Land.

Town Center Lakeside, Ltd. (wholly-owned by Sugarland Properties and managed by PCD) is proposing a six-story office and a two-story office over retail building for Site A in Sugar Land Town Square. PCD will develop, lease and manage these new buildings along with the rest of the office and retail space in Town Square.

2. Information About Your Company

Company Name: <b>Planned Community Developers, Ltd.</b>	
Contact Person: <b>Les A. Newton</b>	Title: <b>President</b>
Current Address: <b>15958 City Walk #250, Sugar Land, Tx 77479</b>	
Office #: <b>281-242-2000</b>	Mobile #: <b>281-731-2394</b>
Fax #: <b>281-242-2718</b>	Website: <b>pcdltd.com</b>
Email Address: <b>lesn@pcdltd.com</b>	
The Company's Primary SIC Code:	

3. Name of entity that will own the building:  
Town Center Lakeside, Ltd.
4. Type of project (check all that apply):
  - Existing business in Fort Bend County
  - Existing business in Sugar Land
  - New business to Sugar Land/Fort Bend County
  - Expansion of existing facility
  - Construction of new facility
  - Company will lease facility
  - Company will own facility
  - Corporate/Regional Headquarters

2700 Town Center Blvd. North | Sugar Land, TX 77479-0110 | (281) 275-2229 | (281) 275-2217



5. Location of proposed site(s) in Sugar Land (street address or nearest street intersection):

Site A of Sugar Land Town Square at the corner of SR6 and City Walk.

6. Scope of project:

Size of new facility/expansion:	160,000 sf office/15,000 sf retail
Size of existing facility (if applicable):	N/A
Size of lease space in existing facility (if applicable):	N/A
Number of acres at facility site:	2.4053 acres
Type of Construction (tilt wall, metal, concrete, etc.):	

7. Please give detailed breakdown of operations within the proposed facility (i.e., 20% office; 25% distribution; 15% metal fabrication; 40% warehouse, etc.):

	<u>OFFICE</u>	<u>RETAIL</u>
2 Story	23,000 sf	15,000 sf
6 Story	137,000 sf	-0-
	160,000 sf	15,000 sf

8. Truck traffic to be generated (# daily or weekly):  
1-2 trash pick-ups per week

9. Targeted start of construction:

August to October 2008

10. Targeted start of operations:

October to December 2009

11. Market value (taxable assets) of the firm's property that would be located at the facility in Sugar Land (new property to Sugar Land):

<u>Land</u>	<u>Office Building Improvements</u>	<u>Furniture, Fixtures &amp; Equipment</u>	<u>Inventory</u>	<u>Total</u>
\$1,000,000	\$16,000,000	\$6,600,000*	-0-	\$23,600,000

\* Based upon current value of \$41.50/sf for personal property in Office B.

12. Estimated percent of inventory that would be Freeport qualified: N/A%

*Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired or brought into the state by businesses and held for no more than 175 days before being shipped out of state.*

13. Employment information:

<u>New Jobs Created</u>	<u>Existing Jobs Retained</u>	<u>Total Number of Jobs</u>
500 - 600*		500 to 600

\*Assuming office population density of 3.2 to 3.75 persons per 1,000 sf of office space.

14. Average salary (before benefits): Unknown on speculative building.
15. Amount of initial, annual local payroll to be created:  
Unknown on speculative building.
16. The firm's estimated annual amount of taxable sales (that generate sales taxes) in the City of Sugar Land: Unknown on speculative building.
17. Will there be any special infrastructure (water/wastewater, power, gas, transportation, etc.) needs required by the company: No.
18. Does the company own a corporate airplane that would be housed at the Sugar Land Regional Airport? If so, what is the plane's value:  
Unknown on speculative building.
19. Will the company's local business practices necessitate business travel that will bring clients or employees to Sugar Land, resulting in hotel/motel bookings? If so, what is the estimated number of hotel/motel stays per year that will be booked locally?  
Unknown, but experience to date indicates significant usage of the Marriott by Town Square office tenants.
20. A draft site plan and a metes and bounds description of the project must be provided for use as an exhibit to the tax abatement agreement and reinvestment zone ordinance before those documents can be drafted.
21. By signing and submitting this application you certify that the company, its branches, divisions and departments (company) do not and will not knowingly employ an undocumented worker. An agreement with the company will require the company to repay the total amount of the public benefit received with interest at the rate and according to the terms of the agreement if the company is convicted of a violation under 8 U.S.C. Section 1324a (f). Repayment will be due no later than the 120<sup>th</sup> day after the date the City notifies the company of the violation as provided in the agreement.

An undocumented worker is an individual who, at the time of employment, is not:

- (1) lawfully admitted for permanent residence to the United States; or
- (2) authorized under law to be employed in that manner in the United States.

  
Signature

President  
Title

4/2/08  
Date

*There is no application fee or membership required by the City of Sugar Land. However, Fort Bend County requires that companies receiving tax abatement maintain a trustee membership in the Greater Fort Bend Economic Development Council for the term of the agreement.*

2700 Town Center Blvd. North | Sugar Land, TX 77479-0110 | (281) 275-2229 | (281) 275-2217

16a

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2009

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

- Robert E. Hebert - County Judge
- Tom Stavinoha - 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 23, 2008, the Court heard and approved the budget for the year 2009 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: Commissioner Pct. 1 Accounting Unit: 10401100

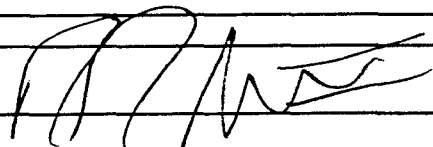
TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Information Technology	65000	\$ 1.170
TOTAL TRANSFERRED TO:		\$ -

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Contingency	66500	\$ 1.170
TOTAL TRANSFERRED FROM:		\$1.170.00

EXPLANATION: Need a new PC. One is not working & is out of warranty.

Department Head:  Date: 7-Jan-09

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND  
BY:   
Robert E. Hebert, County Judge

16B

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 1/8/2009	Submitted By: Rose Askew
Court Agenda Date: 1/13/2009	Department: Commissioner Pct. 1
	Phone Number: 281.344.9400

**SUMMARY OF ITEM:**  
Take all appropriate action to appoint Andre Downey to replace Dave Brittain, Sr. and reappoint Joe Grillo, Jr. to the Fort Bend County Libraries Board for a two year term to expire December 31, 2011.

RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Activity (If Applicable): \_\_\_\_\_

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**  
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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

2008 JAN - 8 PM 3:44  
 FILED  
 COUNTY CLERK  
 FORT BEND COUNTY, TEXAS  
*Christine Wilson*

17

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2009

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: Constable. Pct. 2 Accounting Unit: 100550200

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Capital Acquisitions	64500	\$ 6.400
<b>TOTAL TRANSFERRED TO:</b>		<b>\$ 6.400</b>

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Rentals	63300	\$ 500
Operating Supplies	63600	\$ 1.000
Non-Departmental Contingency	100409100-66500	\$ 4.900
<b>TOTAL TRANSFERRED FROM:</b>		<b>\$ 6.400</b>

EXPLANATION: Non-budgeted equipment for replacement copier with HP LAsErJet 4345 mfp series  
Attachments Quote and letter of recommendation from ESP Office Solution. LLC

Department Head: Reuben Danes Whiting Date: January 12, 2008

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND

BY: Robert E. Hebert  
Robert E. Hebert, County Judge

# ESP

Office Solutions, LLC  
HP Authorized Dealer



1116 DAMON STREET  
ROSENBERG, TX 77471

PHONE: 713-977-9999

FAX: 281-232-8885

FBC Purchasing  
Attention: Debbie Kaminski  
August 15, 2008

**Re: Copiers recommended for FBC**

20 copies per minute – Sharp AR-M207E	\$ 3,500.00
35 copies per minute – Sharp AR-M355	\$ 5,500.00
45 copies per minute – Sharp AR-M455	\$ 6,500.00

All equipment listed above qualifies for the FBC Copier maintenance contract and will be supported by ESP Office Solutions. The copiers listed below will also qualify for the contract, but due to the multifunction of these units toner will be excluded and the department will be required to purchase the supplies. Parts and labor will still be included.

- Hp LaserJet 4345mfp - \$ 6,400.00 (**revised price**)  
(45 copies per minute)
- Hp LaserJet 9050mfp - \$ 12,000.00 (**new**)  
(50 copies per minute)
- Hp LaserJet 9050mfp - \$ 7500.00 (**refurb and new add on**)  
(50 copies per minute)

**DSS software for the HP copiers only. (Scanning and e mail) \$399.00**

Sincerely,

Johnny Escobedo Jr.

**ESP**

Office Solutions, LLC  
HP Authorized Dealer



1116 DAMON STREET  
ROSENBERG, TX 77471

PHONE: 713-977-9999  
FAX: 281-232-8885

---

FBC Constable Pct. 2  
Attention: Ms. Sheila W.  
December 24, 2008  
Re: Copier located at FBC Constable Pct. 2

---

Sharp 2260  
ESP Tag # 2162

Dear Ms. Whiting,

It is the opinion of ESP Office Solutions that this machine has exceeded its reliable function ability. This unit has had many service calls and has struggled to keep up with the needed dependability mostly in the last 6 months. This unit has been brought in for shop repairs and many service calls including replacement of all circuit boards and associated parts. The demand for this department has increased and it is in the best interest of both FBC Constable Pct. 2 and ESP Office Solutions to remove this unit and replace this unit with a HP 4345 MFP. Should you require documentation to support this request please call and it will be available for you. Should you have any questions or concerns please feel free to call me at 713-977-9999.

Sincerely,

Johnny Escobedo Jr.



AGENDA ITEM

19

ABC

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 1-09-08	Submitted By: JOHN HEALEY
Court Agenda Date: 01-13-09	Department: 4801 DA
	Phone Number: 281-341-4473

**SUMMARY OF ITEM: "AUTHORIZE THE SUBMISSION BY RESOLUTION OF THE VOCA-VICTIM WITNESS/STAFF EXPANSION GRANT CJD AMOUNT: \$73,198./COUNTY AMOUNT: \$56,192; VAWA VIOLENCE AGAINST WOMEN PROSECUTOR GRANT: CJD AMOUNT: ~~\$77,625~~./COUNTY AMOUNT: \$40,772; AND THE VIOLENCE AGAINST WOMEN INVESTIGATOR GRANT CJD AMOUNT: \$49,024./COUNTY AMOUNT: \$28,000.**

15,125

RENEWAL AGREEMENT/APPOINTMENT YES  NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

**FINANCIAL SUMMARY**

BUDGETED ITEM YES  NO

FUNDING SOURCE: 100480999 AND ACTIVITY (IF APPLICABLE):

JAN - 2009

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
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**DISTRIBUTION:**

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

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<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

1-14-09 1 orig. each ret. to Donna at Co. Judge

## RESOLUTION

WHEREAS, The FORT BEND COUNTY COMMISSIONER'S COURT finds it in the best interest of the citizens of FORT BEND COUNTY that the VICTIM WITNESS/ STAFF EXPANSION GRANT be operated for the 2010 year; and

WHEREAS, The FORT BEND COUNTY COMMISSIONER'S COURT agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and


WHEREAS, the FORT BEND COUNTY COMMISSIONER'S COURT agrees that in the event of loss or misuse of the Criminal Justice Division funds, the FORT BEND COUNTY COMMISSIONER'S COURT assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the FORT BEND COUNTY COMMISSIONER'S COURT designates COUNTY JUDGE, ROBERT E. HEBERT as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the FORT BEND COUNTY COMMISSIONER'S COURT approves submission of the grant application for the VICTIM WITNESS/STAFF EXPANSION GRANT to the Office of the Governor, Criminal Justice Division.

PASSED, APPROVED AND RESOLVED ON THE 13 DAY OF January, 2009.

  
Robert Hebert, County Judge

ATTEST:  
  
Dianne Wilson, County Clerk



Grant Application Confirmation Number: \_\_\_\_\_

[Print This Page](#)

**Agency Name:** Fort Bend County  
**Grant/App:** 1364510 **Start Date:** 7/1/2009 **End Date:** 8/31/2010

**Project Title:** Victim Witness Staff Expansion  
**Status:** Pending CJD Review

**Budget Summary Information**

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$69,998.00	\$55,392.00	\$0.00	\$0.00	\$125,390.00
Travel and Training	\$3,200.00	\$800.00	\$0.00	\$0.00	\$4,000.00

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$73,198.00	\$56,192.00	\$0.00	\$0.00	\$129,390.00

You are logged in as **User Name:** RobertHebert

# RESOLUTION

WHEREAS, The FORT BEND COUNTY COMMISSIONER'S COURT finds it in the best interest of the citizens of FORT BEND COUNTY that the VIOLENCE AGAINST WOMEN PROSECUTOR be operated for the 2010 year; and

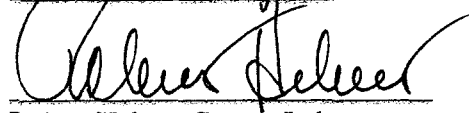
WHEREAS, The FORT BEND COUNTY COMMISSIONER'S COURT agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and


WHEREAS, the FORT BEND COUNTY COMMISSIONER'S COURT agrees that in the event of loss or misuse of the Criminal Justice Division funds, the FORT BEND COUNTY COMMISSIONER'S COURT assures that the funds will be returned to the Criminal Justice Division in full.

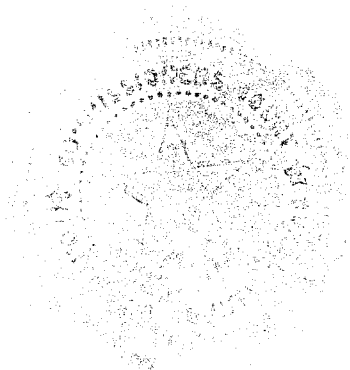
WHEREAS, the FORT BEND COUNTY COMMISSIONER'S COURT designates COUNTY JUDGE, ROBERT E. HEBERT as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the FORT BEND COUNTY COMMISSIONER'S COURT approves submission of the grant application for the VIOLENCE AGAINST WOMEN PROSECUTOR to the Office of the Governor, Criminal Justice Division.

PASSED, APPROVED AND RESOLVED ON THE 13 DAY OF January, 2009.

  
Robert Hebert, County Judge

ATTEST:   
Dianne Wilson, County Clerk



[Print This Page](#)

**Agency Name:** FORT BEND COUNTY  
**Grant/App:** 1344712 **Start Date:** 9/1/2009 **End Date:** 8/31/2010

**Project Title:** Violence Against Women Prosecutor  
**Status:** Application Pending Submission

**Budget Summary Information**

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$72,625.00	\$40,772.00	\$0.00	\$0.00	\$113,397.00
Travel and Training	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$75,125.00	\$40,772.00	\$0.00	\$0.00	\$115,897.00

You are logged in as **User Name:** RobertHebert

# RESOLUTION

WHEREAS, The **FORT BEND COUNTY COMMISSIONER'S COURT** finds it in the best interest of the citizens of **FORT BEND COUNTY** that the **VIOLENCE AGAINST WOMEN INVESTIGATOR** be operated for the **2010** year; and

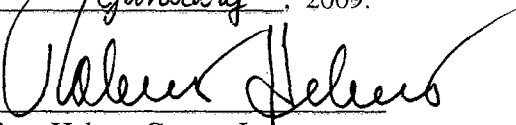
WHEREAS, The **FORT BEND COUNTY COMMISSIONER'S COURT** agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and


WHEREAS, the **FORT BEND COUNTY COMMISSIONER'S COURT** agrees that in the event of loss or misuse of the Criminal Justice Division funds, the **FORT BEND COUNTY COMMISSIONER'S COURT** assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the **FORT BEND COUNTY COMMISSIONER'S COURT** designates **COUNTY JUDGE, ROBERT E. HEBERT** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the **FORT BEND COUNTY COMMISSIONER'S COURT** approves submission of the grant application for the **VIOLENCE AGAINST WOMEN INVESTIGATOR** to the Office of the Governor, Criminal Justice Division.

PASSED, APPROVED AND RESOLVED ON THE 13 DAY OF January, 2009.

  
Robert Hebert, County Judge

ATTEST:  
  
Dianne Wilson, County Clerk



[Print This Page](#)

**Agency Name:** FORT BEND COUNTY  
**Grant/App:** 1515711 **Start Date:** 9/1/2009 **End Date:** 8/31/2010

**Project Title:** Violence Against Women Investigator  
**Status:** Application Pending AO Certification

**Budget Summary Information**

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$46,524.00	\$28,000.00	\$0.00	\$0.00	\$74,524.00
Travel and Training	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$49,024.00	\$28,000.00	\$0.00	\$0.00	\$77,024.00

You are logged in as **User Name:** RobertHebert

**FORT BEND COUNTY FY 2008<sup>9</sup>**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form to: Agenda Coordinator, County Judge's Office

20A

<b>Date Submitted:</b> 12/30/08	<b>Submitted By:</b> Jeff D. Braun
<b>Court Agenda Date:</b> 1-13-09	<b>Department:</b> 5801 (OEM)
	<b>Phone Number:</b> 281-342-6185

**SUMMARY OF ITEM:**

The Office of Emergency Management requests that the Court approve the conversion of the current Part-time OEM Receptionist/Clerk position to a Full-time Clerk I position effective the first pay period following court approval (01/11/09). As outlined in the attached memorandum, OEM is experiencing additional need for clerical support due to the expansion of OEM programs and increasing grant requirements. The budgetary increase is \$8,881.

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** Accounting Unit: Contingency Account Number:  
 Activity (If Applicable):

**REQUIRES AUDITOR TO CERTIFY FUNDS:** YES  NO

**Instructions to submit Agenda Request Form:**

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<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
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<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Approve the conversion of the current part-time Clerk position to a full-time Clerk I position effective the first pay period following court approval (01/11/09).

**Special Handling Requested (specify):**



**Fort Bend County  
Office of Emergency Management**

**Memorandum**

Date: December 30, 2008  
 To: Members of Commissioner's Court  
 From: Jeff D. Braun, Emergency Management Coordinator  
 Regarding: Request, Conversion of Part-time Clerk to Full-time Clerk I  
 Court Date: 01/06/2009

The Office of Emergency Management requests that the Court approve the conversion of the current Part-time OEM Receptionist/Clerk position to a Full-time Clerk I position effective the first pay period following court approval (01/11/09).

The need for a full-time position is due to an increase in the need to address certain concerns raised during response to Hurricane Ike; namely the need to ensure that all Contact Databases (both in Groupwise and the PIER System) are updated on a consistent basis. In addition, there is a need to complete administrative and support tasks due to the abundance of corrective actions identified in the "After Action Reviews" conducted post Hurricane Ike. The position will specifically work on the implementation and use of the PIER System and provide clerical support to the Planning Coordinators.

The OEM has allocated approximately \$24,000 for the FY 2009 budget to cover the costs of the part-time position. In addition, Danny Jan's position has been vacant since November 15, 2008. To convert to a full-time position, we are requesting a budget increase of \$8,881 to cover the increase in salary and benefits for the remainder of the fiscal year.

Post'n	Title	Pay Group	Pay Grade	Pay Step	Min Wage	Annual Salary	Payroll Taxes 7.85%	Insur. \$10,660	Retirem't 10.22%	Total Tax & Benefits	Total Annual	Amount per Pay Period	Pay Periods Left	Total Prorated
5001-9999	Part-time Clerk	A/C	n/a	n/a	\$10.00	\$20,000	\$1,530	0	\$2,064	\$3,574	\$23,574	\$903.22	18.8	\$16,981
5001-0012	Clerk I	A/C	5	1	\$11.37	\$23,741	\$1,876	\$10,660	\$2,420	\$12,162	\$36,003	\$1,375.59	18.8	\$25,661
Difference						\$3,741	\$286	\$10,660	\$382	\$8,369	\$12,328	\$472.34		\$8,881

203

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2009

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: Office of Emergency Management Accounting Unit: 100580100

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Salaries	61000	\$ 2,060
Payroll Taxes	62000	\$ 158
Retirement	62100	\$ 211
Insurance	62200	\$ 7,480
WC Unemployment	62300	\$ 19
<b>TOTAL TRANSFERRED TO:</b>		<b>\$ 9,927</b>

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Non-Departmental Fees	100409100-63000	\$ 9,927
<b>TOTAL TRANSFERRED FROM:</b>		<b>\$ 9,927</b>

EXPLANATION: Funds needed for conversion of Part-time position to a full-time Clerk I.

Department Head: *Pamela Hubel* Date: 1/5/09

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND  
BY: *Robert E. Hebert*  
Robert E. Hebert, County Judge

NEW POSITION						COST OF NEW POSITION			
	Title	Policy Group	Grade/ Step	Hrly Wage	Bi-weekly	\$ Difference	% Difference	PP Remain.	Cost of New Position
0.00	Clerk I	AC	5/1	\$ 11.37	\$ 909.60	\$ 109.60	13.70%	18.8	\$ 2,060
						Salary			\$ 2,060
						Payroll Taxes			\$ 158
						Retirement			\$ 211
						Insurance			\$ 7,480
						WC/Unemp.			\$ 19
									<b>\$ 9,927</b>

20C

FORT BEND COUNTY FY 2009  
COMMISSIONER'S COURT AGENDA REQUEST FORM  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: December 31, 2008 Submitted By: Kent Edwards  
Court Agenda Date: January 13/8, 2009 Department: Human Resources  
Phone Number: 281-341-8631

SUMMARY OF ITEM:  
Take all appropriate action to reclassify Position 5801-0002, Office of Emergency Management, from Sr. Planning Coordinator, Grade 11 of the Professional Management Policy Group to Grade 12 of the Professional Management Policy Group, effective January 10, 2009.  
13  
RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDNG SOURCE: Accounting Unit: Account Number:  
Activity (If Applicable):  
REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

Instructions to submit Agenda Request Form:  
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If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609  
Distribute copies with back-up to all listed below. If by fax, send to numbers below:  
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 Budget Officer (281-344-3954)  Comm. Pct. 2 (281-403-8009)  
 Facilities/Planning (281-633-7022)  Comm. Pct. 3 (281-242-9060)  
 Purchasing Agent (281-341-8642)  Comm. Pct. 4 (281-980-9077)  
 Information Technology (281-341-4526)  County Clerk (281-341-8697)  
 Other:  County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:  
Take all appropriate action to reclassify Position 5801-0002, Office of Emergency Management, from Sr. Planning Coordinator, Grade 11 of the Professional Management Policy Group to Grade 12 of the Professional Management Policy Group, effective January 10, 2009.  
Special Handling Requested (specify):

200

FORT BEND COUNTY FY 2009  
COMMISSIONER'S COURT AGENDA REQUEST FORM  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: December 31, 2008 Submitted By: Kent Edwards  
Court Agenda Date: January 13, 2009 Department: Human Resources  
Phone Number: 281-341-8631

SUMMARY OF ITEM:  
Take all appropriate action to reclassify Position 5801-0004, Office of Emergency Management, from Administrative Coordinator, Grade 8 of the Administrative Clerical Policy Group to Administrative Manager, Grade 9 of the Professional Management Policy Group, effective January 10, 2009.  
RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE YES  NO

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDNG SOURCE: Accounting Unit: Account Number:  
Activity (If Applicable):  
REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

Instructions to submit Agenda Request Form:  
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DISTRIBUTION:  
Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609  
Distribute copies with back-up to all listed below. If by fax, send to numbers below:  
[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)  
[ ] Facilities/Planning (281-633-7022) [X] Comm. Pct. 3 (281-242-9060)  
[ ] Purchasing Agent (281-341-8642) [X] Comm. Pct. 4 (281-980-9077)  
[ ] Information Technology (281-341-4526) [ ] County Clerk (281-341-8697)  
[ ] Other: [ ] County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:  
Take all appropriate action to reclassify Position 5801-0004, Office of Emergency Management, from Administrative Coordinator, Grade 8 of the Administrative Clerical Policy Group to Administrative Manager, Grade 9 of the Professional Management Policy Group, effective January 10, 2009.

20E

FORT BEND COUNTY FY 2009  
COMMISSIONER'S COURT AGENDA REQUEST FORM  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: December 30, 2008 Submitted By: Kent Edwards  
Court Agenda Date: January 13, 2009 Department: Human Resources  
Phone Number: 281-341-8631

SUMMARY OF ITEM:  
Take all appropriate action to reclassify Position 5801-0005, Office of Emergency Management, from Assistant Emergency Management Coordinator, Grade 12 of the Professional Management Policy Group to Deputy Emergency Management Coordinator, Grade 13 of the Professional Management Policy Group, effective January 10, 2009.  
RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDNG SOURCE: Accounting Unit: Account Number:  
Activity (If Applicable):  
REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

Instructions to submit Agenda Request Form:  
• Completely fill out agenda form: incomplete forms will not be processed.  
• Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.  
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[ ] Information Technology (281-341-4526) [ ] County Clerk (281-341-8697)  
[ ] Other: [ ] County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:  
Take all appropriate action to reclassify Position 5801-0005, Office of Emergency Management, from Assistant Emergency Management Coordinator, Grade 12 of the Professional Management Policy Group to Deputy Emergency Management Coordinator, Grade 13 of the Professional Management Policy Group, effective January 10, 2009.

20F

FORT BEND COUNTY FY 2009  
COMMISSIONER'S COURT AGENDA REQUEST FORM  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: December 31, 2008 Submitted By: Kent Edwards  
Department: Human Resources  
Court Agenda Date: January 13, 2009 Phone Number: 281-341-8631

SUMMARY OF ITEM:  
Take all appropriate action to reclassify Position 5801-0010, Office of Emergency Management, from Clerk II, Grade 6 of the Administrative Clerical Policy Group to Clerk III, Grade 7 of the Administrative Clerical Policy Group, effective January 10, 2009.  
RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDNG SOURCE: Accounting Unit: Account Number:  
Activity (If Applicable):  
REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

Instructions to submit Agenda Request Form:  
• Completely fill out agenda form: incomplete forms will not be processed.  
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 Purchasing Agent (281-341-8642)  Comm. Pct. 4 (281-980-9077)  
 Information Technology (281-341-4526)  County Clerk (281-341-8697)  
 Other:  County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:  
Take all appropriate action to reclassify Position 5801-0010, Office of Emergency Management, from Clerk II, Grade 6 of the Administrative Clerical Policy Group to Clerk III, Grade 7 of the Administrative Clerical Policy Group, effective January 10, 2009.  
Special Handling Requested (specify):



**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2009**

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

- Robert E. Hebert - County Judge
- Tom Stavinoha - 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 23, 2008, the Court heard and approved the budget for the year 2009 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: Office of Emergency Management Accounting Unit: 100580100

**TRANSFER TO:**

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Salaries	61000	\$ 12,318
Payroll Taxes	62000	\$ 942
Retirement	62100	\$ 1,259
WC/Unemployment	62300	\$ 111
<b>TOTAL TRANSFERRED TO:</b>		<b>\$ 14,630</b>

**TRANSFER FROM:**

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Non-Departmental Fees	100409100-63000	\$ 14,630
<b>TOTAL TRANSFERRED FROM:</b>		<b>\$ 14,630</b>

EXPLANATION: Funds needed for reclassification of positions 5801-0002, 5801-0004, 5801-0005, and 5801-0010

Department Head: *Pamela Mulder* Date: 1/5/09

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND  
BY: *Robert E. Hebert*  
Robert E. Hebert, County Judge

20 H

FORT BEND COUNTY FY 2009  
COMMISSIONER'S COURT AGENDA REQUEST FORM  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: December 31, 2008 Submitted By: Kent Edwards  
Department: Human Resources  
Court Agenda Date: January 13, 2009 Phone Number: 281-341-8631

SUMMARY OF ITEM:  
Take all appropriate action to reclassify Position 5801-0009 and 5801-0011, Office of Emergency Management, from Planning Coordinator, Grade 10 of the Professional Management Policy Group to Grade 11 of the Professional Management Policy Group, effective January 10, 2009.  
RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDNG SOURCE: Accounting Unit: Account Number:  
Activity (If Applicable):  
REQUIRES AUDITOR TO CERTIFY FUNDS: YES  NO

Instructions to submit Agenda Request Form:  
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 Other:  County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:  
Take all appropriate action to reclassify Position 5801-0009 and 5801-0011, Office of Emergency Management, from Planning Coordinator, Grade 10 of the Professional Management Policy Group to Grade 11 of the Professional Management Policy Group, effective January 10, 2009.





# Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

December 31, 2008

CONTACT: PLAN REVIEW

BY CERTIFIED MAIL P 7005 1820 0000 9729 0695

Fort Bend County  
CSJ 0027-08-165  
US 90A: West of SH 99

Mr. D. Jesse Hegemier, P.E.  
County Engineer  
Fort Bend County Engineering Department  
1124 Blume Road  
Rosenberg, Texas 77471-1449

Dear Mr. Hegemier:

Please find attached one original fully executed counterpart of a funding agreement for the subject project. We request that you retain this agreement in your permanent records, per the terms of the funding agreement. Fort Bend County agreed to pay the State the sum of \$25,000.00 for the Texas Department of Transportation's review costs upon execution of the agreement. Please consider this letter as your notification that these funds are now due and payable to the State.

We request that you forward payment to the Chief Accountant at P.O. Box 1386, Houston, Texas 77251-1386.

Please contact Mr. Michael Hobbs, P.E., Assistant Area Engineer of Fort Bend County at (281) 238-7910 or Ms. Darlene Taylor of the Plan Review section at (713) 802-5864, should you have any questions regarding this matter.

Sincerely,

Gabriel Y. Johnson, P.E.  
Director of Transportation  
Planning and Development  
Houston District

DDT

Attachment

cc: Mr. James W. Koch, P.E.  
Mr. James V. Hunt, P.E.

Mr. D. Jesse Hegemier, P.E.  
December 31, 2008  
Page 2

Ms. Frances S. Willison, P.E.  
Mr. David Williams  
Mr. Michael Hobbs, P.E.  
Ms. Darlene D. Taylor  
Mr. Wadell Brent

CSJ: 0027-08-165  
District #: 12 – Houston  
Code Chart 64: 50080  
Project: US 90A: West of SH  
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THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH**

**THIS AGREEMENT (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and Fort Bend County, Texas, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order 85094, authorizing the State to enter into necessary agreement for improvements and/or modifications that are funded totally by others; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as raising the elevation of US 90A as shown on the layout in Attachment B, hereinafter called the "Project"; and,

**WHEREAS**, the Local Government has offered to participate in the development and construction of the Project by providing funding, preparing or having prepared by a consultant the preliminary engineering, which includes, but is not limited to, environmental documentation and clearances, public involvement, all necessary and required environmental mitigation; design plans, specifications, and estimates (PS&E)

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accomplishing the adjustment of utilities; acquisition of right of way; and providing other necessary items as required by the State; and

**WHEREAS**, the Local Government desires and has requested authority to provide certain maintenance responsibilities for this Project that the State shall construct, as shown on Attachment "B" and made a part of this Agreement; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated \_\_\_\_\_ which is attached hereto and made a part hereof as Attachment "A"; and

**WHEREAS**, it is understood that the State, by execution of this Agreement does not impair or relinquish the State's right to use such land for right-of-way purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the right-of-way under such Agreement ever be construed as abandonment by the State of such land acquired for highway purposes; and

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

## **AGREEMENT**

### **Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

### **Article 2. Project Funding and Work Responsibilities**

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

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At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

**Article 3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

**Article 4. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

The Local Government shall assume all costs in preparing right-of-way maps, property descriptions and other data as needed to properly describe the right-of-way which the Local Government is to acquire and provide the State. The right-of-way maps and property descriptions shall be submitted to the State for review and approval. Tracings of the right-of-way maps shall be furnished to the State for its permanent records.

Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of a Project site, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and

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Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the Local Government purchases right of way for a Local Government street, title will be acquired in the name of the Local Government in accordance with applicable laws unless specifically stated otherwise and approved by the State.

The Local Government shall be responsible for all right of way acquisition costs and these costs shall not be eligible for Federal or State reimbursement under this Agreement.

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### **Article 5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

The Local Government shall indemnify and save harmless the State, its officers, employees, agents and contractors from all claims and liabilities due to the activities of the Local Government, its officers, employees, agents and contractors, performed under this Agreement and which result from an error, omission or negligent acts of the Local Government, its officers, employees, agents or contractors. Additionally, the Local Government shall save harmless the State, its officers, employees, agents and contractors from any and all expenses, including attorneys fees and court costs which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Local Government, its officers, employees, agents or contractors.

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#### **Article 6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

#### **Article 7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

#### **Article 8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

#### **Article 9. Increased Costs**

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

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If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

#### **Article 10. Maintenance**

The Local Government agrees to be responsible for certain maintenance responsibilities, at the Local Government's sole expense for the completed Project which shall include, but not be limited to, the periodic mowing of the levee on both sides of the road and repair of all damage to the roadway and appurtenances at the levee crossing caused by flooding and erosion. The Local Government agrees that these maintenance responsibilities shall be carried out by the Local Government when deemed necessary by the State, and the State agrees that maintenance also may be performed when deemed necessary by the Local Government or FEMA.

When the Local Government connects its levee in the US 90A enhancement or whenever it is determined that repairs to the portion of the levee within the US 90A right-of-way are necessary (pursuant to Section 4 above), the Local Government shall submit a request to the State for approval of a traffic control plan a minimum of two weeks prior to the performance of such work by the Local Government. Implementation of the traffic control plan for the Project shall be the responsibility of the Local Government, at the sole cost and expense of the Local Government. The State will notify the Local Government as to the State's contact for implementation of the traffic control plan.

The Local Government will furnish all labor, materials and incidentals required for maintenance of the US 90A modifications to serve as a levee, drainage facilities and landscaping in the State's right of way at its sole cost and expense, in accordance with State standards.

The Local Government shall provide all labor, equipment, materials and incidentals as may be required to repair or replace structures or surfaces damaged by the Local Government or its agents to the satisfaction of the State.

The State will notify the Local Government, in writing, if the State determines that the Local Government is not maintaining the Project in accordance with this agreement.

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The Local Government will have thirty (30) days to cure. If the non-compliance is not cured within 30 days, the State will perform the maintenance and the Local Government will be responsible for that cost.

#### **Article 11. Termination**

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

#### **Article 12. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

**Local Government:**

County Engineer  
Fort Bend County Engineering Dept.  
1124 Blume Road  
Rosenberg, Texas 77471-1449

**State:**

District Engineer  
Texas Department of Transportation  
P. O. Box 1386  
Houston, Texas 77251

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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**Article 13. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**Article 14. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**Article 15. Amendments**

By mutual written consent of the parties, this contract may be amended prior to its expiration.

**Article 16. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 17. Use of Right-Of-Way**

Though the State offers no objection to allowing the Local Government to occupy the current State Highway public right of way as an extension of the levee, the State in no way relinquishes its sole authority to insure or maintain the State Highway, public right of way for its original intended purpose, i.e. to accommodate the highway. The State will retain sole authority to issue and reject permits for utility placement or adjustments, roadway placement or adjustments, and other measures which the State deems necessary for the benefit of the traveling public. The State Highway public right of way is first and foremost a highway corridor, not a levee. The State does not relinquish any of these rights to the Local Government by permitting the use of the State Highway right of way to also serve as a levee. The Local Government shall not, in any way, disrupt or compromise the State's authority; otherwise, this agreement shall become null and void.

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District #: 12 - Houston  
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**Article 18. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

The Local Government agrees to purchase comprehensive general liability insurance that provides protection against flood-related losses and to cause State to be named as an additional insured on the Local Government's insurance policy upon execution of this Agreement. The Local Government shall provide for timely renewals of the aforesaid insurance policy and shall provide State with certificates of insurance to provide evidence that a minimum of \$1,000,000 in liability insurance coverage is in effect at all times.

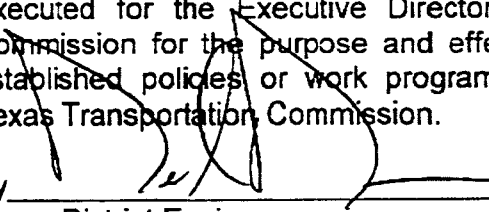
**Article 19. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By  \_\_\_\_\_  
District Engineer

Date 12/16/08

CSJ: 0027-08-165  
District #: 12 - Houston  
Code Chart 64: 50080  
Project: US 90A: West of SH  
99

THE LOCAL GOVERNMENT

FORT BEND COUNTY, TEXAS

  
Name

Robert Hebert, County Judge  
Printed Name and Title

11-25-08  
Date

CSJ: 0027-08-165  
 District #: 12 – Houston  
 Code Chart 64: 50080  
 Project: US 90A: West of SH  
 99

**ATTACHMENT A**

**Payment Provision and Work Responsibilities**

**A. Scope of the Project**

The scope of the Project is to prepare the environmental assessment, right of way maps, property descriptions, schematic layout; perform field surveys; conduct public meetings/hearings; prepare plans, specifications and estimates (PS&E); construction of the Project; and any other work necessary to reconstruct approximately 700 feet of US 90A and adjacent areas to an elevation equivalent to a 100 year flood protection levee.

**B. Payment Provision**

The Local Government will pay one hundred percent (100%) of the cost associated with the construction of the Project. The Local Government's estimated cost of this additional work is \$945,591.10, including construction items and engineering and contingencies. The State has estimated the Project to be as follows:

Description	Total Estimate Cost	Local Participation	
		%	Cost
<b>CONSTRUCTION COSTS</b>			
Construction of US 90A Improvements also serving as a levee	\$786,830.00	100%	\$786,830.00
<b>Subtotal</b>	<b>\$786,830.00</b>		<b>\$786,830.00</b>
Direct State Costs (including plan review, inspection and oversight)	\$158,761.10	100%	\$158,761.10
<b>TOTAL</b>	<b>\$945,591.10</b>		<b>\$945,591.10</b>

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (100%) = \$945,591.10**

It is understood that the review and approval services will be performed by the State. Upon execution of this agreement, the Local Government will submit a check or warrant in the amount of \$25,000.00, made payable to the "Texas Department of Transportation Trust Fund" to be used solely for the review and approval services and to cover other incidental costs as requested and required by the Local Government.

CSJ: 0027-08-165  
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99

This is an estimate only, final participation amounts will be based on actual charges to the project.

### **C. Work Responsibilities**

#### **1. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
- e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

#### **2. Architectural and Engineering Services**

The Local Government will prepare or cause to be prepared the Project's preliminary engineering, including environmental documents necessary for the development of the Project. Development of the preliminary engineering shall include, but not be limited to, preparing the environmental assessment, right of way mapping, property descriptions, and schematic layout; performing field surveys; preparing a drainage study; and conducting public meetings/hearings. The State will review and approve the scope of work for the consultant preparing the preliminary engineering for the Local Government.

The Local Government shall furnish to the State a copy of the Local Government's contract with its engineering consultant for approval prior to the consultant beginning work. The Local Government shall forward to the State a copy of the completed engineering and design plans for review. The Local Government shall be responsible for all PS&E costs. In procuring professional services, the parties to this Agreement must comply with all applicable laws.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and*

CSJ: 0027-08-165  
District #: 12 – Houston  
Code Chart 64: 50080  
Project: US 90A: West of SH  
99

*Bridges*, and the special specifications and special provisions related thereto, the latest edition and revisions of the State's *Highway Design Division Operations and Procedures Manual* or the American Association of State Highway and Transportation Officials *A Policy on Geometric Design of Highways and Streets*, Federal regulations for conformity with the Clean Air Act air quality requirements, the EPA-National Pollutant Discharge Elimination System requirements, the *Texas Manual on Uniform Traffic Control Devices*, and the American Association of State Highway and Transportation Officials *Guide For The Development of Bicycle Facilities*. In addition, all engineering work shall be prepared using the English system of measurements. Documents prepared for the purpose of public involvement shall be in the English unit system.

The State may perform a 30 percent, 60 percent, 90 percent review of the engineering plans, specifications and estimate work being developed by the Local Government's consultant in conjunction with the Local Government's review. The State will also review all geotechnical, surveying, schematic, bridge layout, design, environmental, hydraulic reports and data submitted by the Local Government, process environmental documents and oversee any necessary public involvement. The State will provide a pavement design for the Project per AASHTO pavement design criteria and may also provide any geotechnical investigations required for the pavement design. The Local Government shall reimburse the State for the costs to provide this information.

If the Local Government has submitted work in accordance with the terms of this contract but the State requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Local Government shall make such revisions as requested and as directed by the State and the work will not be approved by the State unless such changes are made.

The Local Government shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts. Approval by the State is subject to the prompt accomplishment by the Local Government of necessary revisions or corrections resulting from its errors, omissions, or negligent acts.

The Local Government's responsibility for all questions arising from design errors and/or omissions will be determined by the State. The Local Government will not be relieved of the responsibility for subsequent correction of any such errors or omissions.

CSJ: 0027-08-165  
District #: 12 – Houston  
Code Chart 64: 50080  
Project: US 90A: West of SH  
99

The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the State in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**3. Construction Responsibilities**

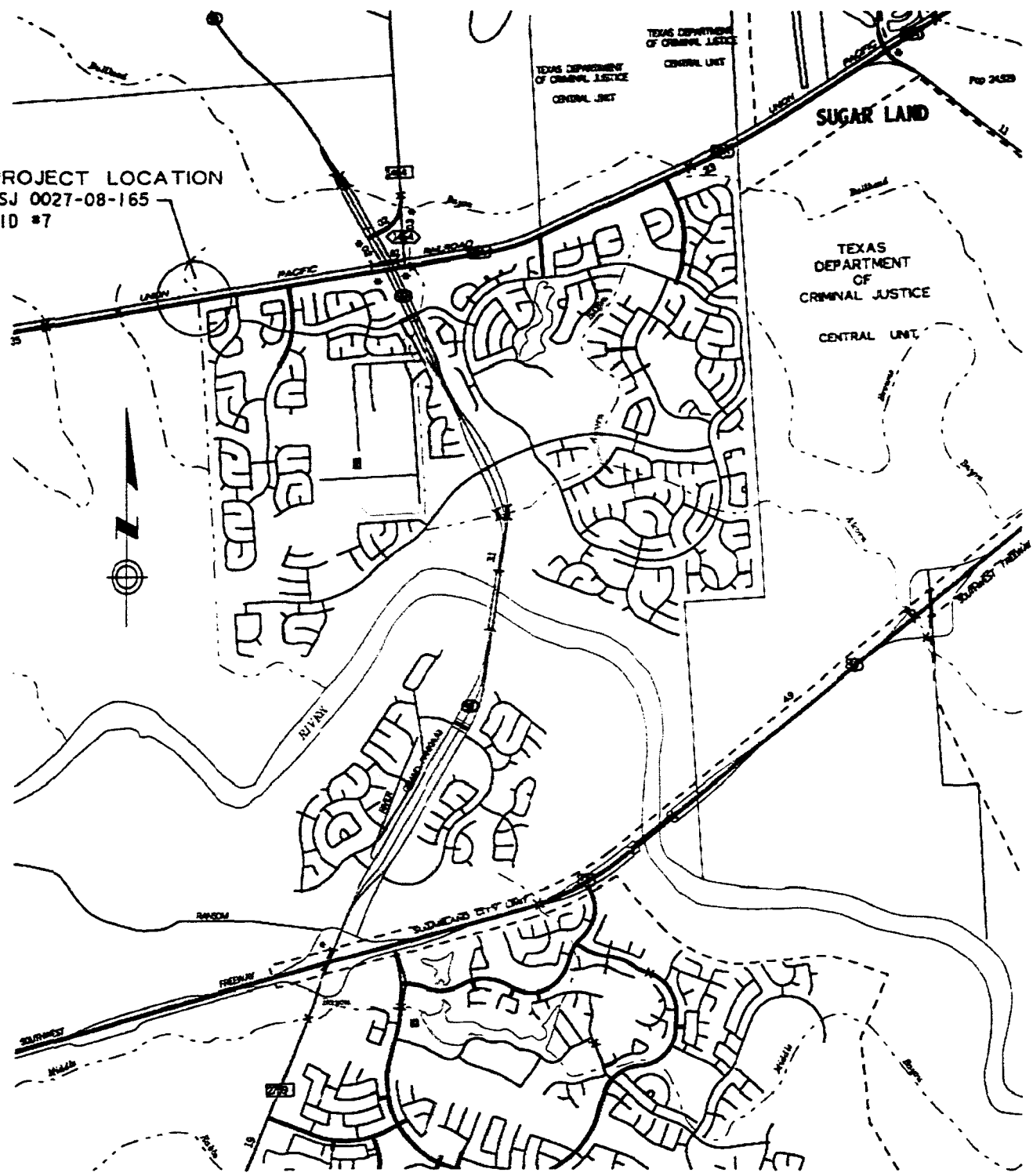
- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.
- b. The State will use its approved contract letting and award procedures to let and award the construction contract.
- c. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

CSJ: 0027-08-165  
District #: 12 – Houston  
Code Chart 64: 50080  
Project: US 90A: West of SH  
99

**ATTACHMENT B**

**Location Map Showing Project**

PROJECT LOCATION  
CSJ 0027-08-165  
LID #7



**VICINITY MAP**  
NTS

CSJ: 0027-08-165  
District #: 12 – Houston  
Code Chart 64: 50080  
Project: US 90A: West of SH  
99

## **ATTACHMENT C**

### **Resolution or Ordinance**

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 7, 2009 Submitted By: Laura Dougherty  
Court Agenda Date: January 13, 2009 Department: Facilities Management & Planning  
Phone Number: 281-633-7017

SUMMARY OF ITEM:  
Approve First Amendment to the Agreement with STOA/Golemon/Bolullo Architects in an amount not to exceed \$253,564.58, for Architectural and Design Services relating to the Sienna Library, to reflect Final Construction cost and change in Foundation.  
RENEWAL AGREEMENT/APPOINTMENT YES  NO   
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

FINANCIAL SUMMARY:  
BUDGETED ITEM: YES  NO   
FUNDING SOURCE: Accounting Unit: 732418888 Account Number:  
Activity (If Applicable): P418B-06SIENNAL  
DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

Instructions to submit Agenda Request Form:  
• Completely fill out agenda form: incomplete forms will not be processed.  
• Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.  
• All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.  
DISTRIBUTION:  
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  
Distribute copies with back-up to all listed below. If by fax, send to numbers below:  

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:  
Special Handling Requested (specify): Please Approve

1-22-09 3 orig. ret. to Laura at Facilities

FM90016

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL SERVICES  
SIENNA BRANCH LIBRARY

THIS FIRST AMENDMENT to the AGREEMENT for Architectural Services is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and STOA/GOLEMON/BOLULLO ARCHITECTS, hereinafter referred to as "Architect" authorized to conduct business in the State of Texas.

**RECITALS**

WHEREAS, County and Architect entered an agreement for the Project, Agreement for Architectural Services for the Sienna Branch Library, dated June 3, 2003, (collectively, the "Agreement") attached hereto as Exhibit D, incorporated by reference as if set forth herein verbatim. County and Architect desire to amend said Agreement as set forth in Architect's correspondence dated October 13, 2008 and January 5, 2009, attached hereto as Exhibit A & B and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Architect is hereby amended to read:

- A. Section V(A) of the Agreement is amended as follows:  
"For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section IX, the County shall pay to the Architect a firm fixed fee of six percent (6%) of the final approved construction cost, hereinafter called the "Basic Fee," plus services described in Section III, if any. The final approved construction costs shall not exceed \$9,925,842.00. The "Basic Fee" shall be allocated among Architect and Architect's subcontracts as dictated in Exhibit B & C, attached hereto and incorporated by reference as if set forth herein verbatim.
- B. Section IX of the Agreement is amended as follows:  
A. "Prior to the execution of this Agreement, Architect has been advised by County, and Architect clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$613,564.58, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.  
B. Architect does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Architect may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Architect hereunder

shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$613,564.58 for services for the Project.

- C. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

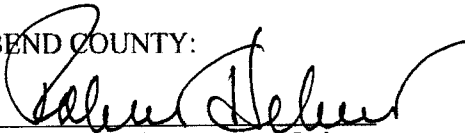
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EXECUTION

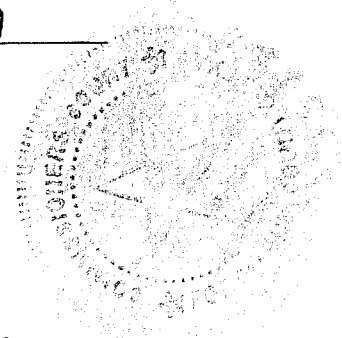
The County executes this First Amendment by and through the County Judge acting pursuant to authorization of the Commissioners' Court of Fort Bend County, Texas.

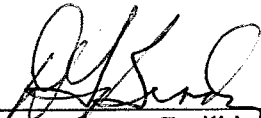
This Agreement shall not become effective until executed by County.

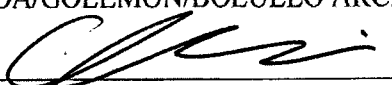
FORT BEND COUNTY:

By:  Date: 1-13-09  
Robert E. Hebert, County Judge

ATTEST:   
Dianne Wilson, County Clerk



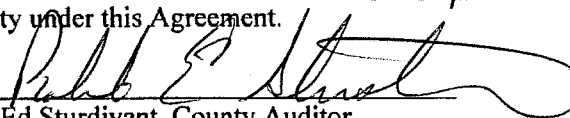
Approved:  Date: 1-9-09  
By: Don Brady, County Facilities Management & Planning Director

STOA/GOLEMON/BOLULLO ARCHITECTS  
 Date: 1/7/09  
C.C. Lee, AIA, President

- Exhibit A: October 13, 2008 letter from Architect
- Exhibit B: January 5, 2009 letter from Architect
- Exhibit C: October 13, 2008 cost allocation as presented by Architect
- Exhibit D: Agreement for Architectural Services dated June 3, 2003

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$253,564.58 to pay the obligation of Fort Bend County under this Agreement.

  
Ed Sturdivant, County Auditor

MER:STOA Amendment.Sienna Library.2479(01062009)

EXHIBIT A



STOA/Golemon/Bolullo Architects

6213 Skyline Drive  
Suite 200  
Houston, Texas 77057-7007  
713-995-2794 fax  
713-995-2788 fax

October 13, 2008

Mr. Donald G. Brady  
Director of Facilities Management  
and Planning Department  
Fort Bend County  
1402 Band Road, Suite 100  
Rosenberg, Texas 77471

Sienna Plantation Branch Library

Dear Mr. Brady:

Please accept this letter as our request for an adjustment of our basic service fee based on the terms of the Agreement for Architectural Services between Fort Bend County and Stoa/Golemon/Bolullo Architects, as per the following excerpts from the Agreement.

Section I, Scope of Agreement.

The Architect agrees to perform professional architectural services in connection with the Project as stated herein and, for having rendered such services, the County agrees to pay to the Architect compensation as stated herein.

Further,

Section V, The Architect's Compensation

- A. For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section IX, the County shall pay to the Architect a firm fixed fee of six percent (6%) of the final approved construction cost, hereinafter called the "Basic Fee", plus the amount payable under Section III (Additional Services and Charges).

The final approved construction cost accepted by Fort Bend County is \$9,925,842.00. You can see the impact of a time delay of this magnitude on costs, and the AE Team is no exception to the affect of the delay to bid the project. Escalation has run rampant with our overhead and direct costs over the last couple of years.

Mr. Donald G. Brady  
October 13, 2008  
Page two

Therefore, we ask you to consider and support our request upon presentation to Fort Bend Commissioners Court to pay STOA a firm fixed fee of six percent (6%) of the final approved construction cost. I am attaching a draft of a modification to our agreement which might be presented to the Court. I am also enclosing a matrix of the allocation of the proposed fee increase to the AE Team.

Don, I am available to meet with you at any time. We would appreciate a response from you as soon as possible.

Sincerely,



C. C. Lee, AIA  
President

EXHIBIT B



STOA/Golemon/Bolullo Architects

6213 Skyline Drive  
Suite 200  
Houston, Texas 77057-7007  
713-995-8784 tel  
713-995-0785 fax

January 5, 2009

Mr. Donald G. Brady  
Director of Facilities Management  
and Planning Department  
Fort Bend County  
1402 Band Road, Suite 100  
Rosenberg, Texas 77471

Sienna Plantation Branch Library

Dear Mr. Brady:

As you know, a foundation redesign was required due to the new soil conditions found at the site when the drilling of the piers began. The original foundation design of grade beams, pile caps, and drilled piers with bell footings was found no longer sufficient. At present the project is stopped because of the excess water saturation present in the existing soils than originally tested at a depth of 12 feet with undrained shear strength of 800 psf which is less than the strength used for estimating the capacity of the drilled piers.

The AE Team's proposal for the Foundation Redesign:

<u>Jaymark Engineering Corporation</u> Redesign of the foundation (See attached proposal letter)	\$10,000.00
<u>Geopier Foundation Company, Inc.</u> Design of a Rammed Aggregate Pier System (See attached Proposal letter)	\$ 6,500.00
<u>STOA Golemon Bolullo Architects</u> Coordination between all parties, conference calls, reviewing cost estimates, reviewing geotech reports/recommendations (See attached)	\$ <u>1,513.58</u>
TOTAL	\$18,013.58

We recommend approval of this proposal so that construction of the library can move forward.

Sincerely,

C. C. Lee, AIA  
President

Enclosures



December 15, 2008

C. C. Lee, AIA  
President/CEO  
STOA/Golemon/Bolullo, Architects  
6213 Skyline Drive, Suite 200  
Houston, TX 77057-7007

Re: Fort Bend County Sienna Branch Library

Dear Mr. Lee:

We are pleased to provide this proposal for design of a *Rammed Aggregate Pier® (Geopier®)* system to support the foundation at the Fort Bend County Sienna Branch Library building in Missouri City, Texas. This proposal is based on our current understanding of the project and includes a cost proposal for the engineering calculations for the Rammed Aggregate Pier system, the design and drawings illustrating the proposed layout of the Rammed Aggregate Pier elements, Rammed Aggregate Pier Specifications, Contractor Identification and Selection Process, Design documents and Geopier Schedule, and Quality Control Procedures (including, but not limited to modulus testing).

**Project Description**

Table 1 presents the project scope of work.

**Table 1:**

Structure	Column Loads (kips)	Wall Loads (kips per LF)	Floor Slab Pressure (psf)	FFE (feet)	Cut/+fill (feet)
Library	35 to 145	N/A	N/A	NP	The site is already graded



Geotechnical conditions at the site are provided by Paradigm Consultants, Inc. in their log of borings B-1 through B-8 (PCI Project Number 05-1081) dated August 29, 2005. The subsurface conditions generally consist of medium stiff to very stiff clay (CL and CH) extending to depths of approximately 17 to 22 feet, underlain by loose sand to the maximum explored depth of 25 feet. Groundwater was encountered at a depth of approximately 10 feet below existing grade during drilling but is expected to rise to 5 feet.

The project is under construction. The foundations were designed as grade beams and pile caps supported on 32-inch diameter, 12-foot long drilled piers. At present the project is stopped because of the presence of softer and more silty soils at a depth of 12 feet with undrained shear strength of 800 psf which is less than the strength used for estimating the capacity of the drilled piers. We have been asked to provide an alternative to support the interior and exterior columns.

The site has been partially re-graded along the north side with 2 feet of over-excavation and replacement. Approximately 2 feet of grade raise fill have been placed along the south side.

#### **Design Budget Estimate**

The following proposal is provided for design of the Rammed Aggregate Pier® System for the referenced project. Design will include:

- Perform engineering calculations based on the subsurface investigation performed by Paradigm Consultants, Inc. to determine the parameter values used in the Rammed Aggregate Pier design.
- Coordinate with the design team (Architect and Structural Engineer) to understand the site, building and structural needs of the project. Some of the information which must be identified or confirmed is as follows:
  1. Loading information for individual columns and load-bearing walls.
  2. Final grading plans indicating approximate amount of cut and fill for support of the floor slab.
  3. Specific floor loading conditions both uniform loads or any point loads.

**GEOPIER® Foundation Company, Inc.**  
"The Intermediate Foundation System"



- Coordinate with the Structural Engineer the desired footing widths to cover the tops of the Geopier elements.
- Prepare Rammed Aggregate Pier Specifications to be included in the Project Specifications.
- Provide Geopier Design Calculations and Geopier Schedules.
- Provide Quality Control Procedures (including, but not limited to modulus test requirements) and other construction documents (including shop drawings) to be used by the selected contractor. Foundation footprint plan in AutoCad format detailing column and wall locations and dimensions will be needed from structural engineer prior to start of drawings.
- Provide two (2) sets of design information and specifications as part of this design. In addition, four (4) copies of sealed shop drawings will be provided.
- Review Daily inspection activities and quality control testing procedures during the Rammed Aggregate Pier installation.

The total cost of these services is \$6,500.00 including printing and shipping of Geopier documents.

Please contact us if you have any questions or need further clarifications. We look forward to working with you on this project.

Sincerely,

**Geopier Foundation Company – Houston, Inc.**

Tommy Williamson

**Geopier Foundation Company, Inc.**

[www.geopiers.com](http://www.geopiers.com) Page 3  
17602 Sierra Creek Lane, Humble, Texas 77346-3710 Tel: (281) 852-5878 Fax: (281) 852-5879

**GEOPIER® Foundation Company, INC.**  
"The Intermediate Foundation System"



Jorge Parra, Ph.D., P.E.

[www.geopiers.com](http://www.geopiers.com) Page 4  
17602 Sierra Creek Lane, Humble, Texas 77346-3710 Tel: (281) 852-5878 Fax: (281) 852-5879

First Amendment to Agreement for Architectural Services  
Sienna Branch Library  
STOA/Golemon/Bolullo Architects  
Page 10 of 29



**JAYMARK ENGINEERING CORPORATION**

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December 31, 2008

Ramon Patino  
STOA/Golemon/Bolullo Architects  
6213 Skyline Drive  
Houston, Texas 77057-7007

RE: Fort Bend County Libraries – Sienna Plantation Branch  
Engineering Proposal for Foundation Redesign

Dear Mr. Patino:

Redesign of the foundation for the above referenced project will affect eight foundation drawings. Our fee to revise the foundation drawings shall not exceed \$10,000.00. A cost breakdown is listed below:

Engineering: 48 hours @ \$124/ hour = \$5,952.00  
Drafting and Design: 48 hours @ \$93/hour = \$4,464.00

If there are any questions, please contact me at 281-999-3087.

Sincerely,



Mark D. Taylor, P.E.  
Principal

---

11811 North Freeway, Suite 210 • Houston, TX 77060 • Phone: 281-999-3087 • Fax: 281-999-3089  
Website: [www.jaymarkengineering.com](http://www.jaymarkengineering.com)

January 2, 2009

STOA Golemon Bolullo Architects

**Ref. Foundation Redesign**

Coordination between all parties, conference calls, reviewing cost estimates, reviewing geotech reports/recommendations

	Ramon Patino		C. C. Lee
November	6 hours		2 hours
December	<u>2 hours</u>		<u>4 hours</u>
	8 hours		6 hours

8 Hours x 23.08 (hourly rate) x 3.30 (multiple) = \$609.31  
6 Hours x 45.67 (hourly rate) x 3.30 (multiple) = \$904.27

TOTAL \$1,513.58

EXHIBIT C

13-Oct-08

Fort Bend County Library  
Sienna Plantation Branch

Additional Basic Fee Request \$235,551.00

(Original Basic Service Fee \$360,000  
Add Civil Addl Fee \$32,000  
\$392,000)

Proration of Addl Basic Fee Request

Civil (32,000 = 8% of \$392,000)  
8% of \$235,551 = \$18,844.00

Structural (57,879 = 14.7% of \$392,000)  
14.7% of \$235,551 = \$34,626.00

MEP (64,000 = 16.3% of \$392,000)  
16.3% of \$235,551.00 = \$38,395.00

STOA \$143,686.00

\$235,551.00

## Exhibit D

STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

### AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter "County," and STOA/Golemon/Bolullo Architects, hereinafter "Architect."

WITNESSETH:

WHEREAS, County intends to build a Library for Fort Bend County hereinafter called the "Project;"

WHEREAS, The County desires that the Architect perform certain professional architectural services in connection with the Project; and

The Architect represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the Architect, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

#### SECTION I SCOPE OF AGREEMENT

The Architect agrees to perform professional architectural services in connection with the Project as stated herein and, for having rendered such services, the County agrees to pay to the Architect compensation as stated herein.

FBC agrees to provide to Architect, and Architect agrees to use, the site plan reports from Knudson & Associates for the purpose of developing the Project, as applicable.

The Architect acknowledges receipt from County of a copy of the Interlocal Agreement between County and the Houston Community College System, entered and executed December 17, 2002. The Architect agrees to cooperate with County to comply with the terms and provisions therein.

#### SECTION II CHARACTER AND EXTENT OF SERVICES

The Architect shall render the following "Basic Services" in connection with the Project:

A. Schematic Design Phase

1. The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program (furnished by Fort Bend County), schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, preliminary building plans, sections, elevations and interior design. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling, or combinations of these media. Preliminary sections of major building systems and construction materials shall be noted on the drawings or described in writing.

2. Prepare a preliminary estimate of probable construction costs for the Project. The estimate shall be subdivided by major trades or systems. Provide an analysis of the County's budget and make recommendations for revisions based

on site, marketplace, or other unusual conditions encountered in Schematic design.

3. Obtain approval of the Schematic design from the County. The final schematic design documents will have a signature and date title block and Design Development Phase Services shall not commence until signature(s) of the County's duly authorized representative(s) are affixed to the documents and written authorization to proceed by the County Project Manager is received by the Architect. County shall endeavor to submit this required authorization to Architect within fourteen (14) days after total submission of Schematic Design Documents to County.

4. Architect shall provide to county up to eight (8) sets of schematic deliverables.

**B. Design Development Phase**

1. The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.
2. Upon submittal of the Design Development Phase Documents for review and approval to the County, the Architect shall include the following:
  - (a) Assemble all cut sheets in a three-hole binder and arrange in CSI format.
  - (b) Product cut sheets shall include but not necessarily be limited to the following:
    - (1) Toilet fixtures and accessories, electrical and mechanical fixtures and related devices, hardware, doors, windows, interior and exterior finishes, graphics.
  - (c) Construction specification outline books.
3. Obtain written approval of the Design Development Documents from the County.
  - (a) Construction Documents Phase will not commence until:
    - (1) All signatures of the County's duly authorized representative(s) are affixed to the documents; and
    - (2) Written authorization from the County Project Manager to proceed to the next phase is received by the Architect.
4. Architect shall provide to County up to eight (8) sets of Design development Deliverables.

**C. Construction Documents Phase**

1. The Architect shall provide Construction Documents based on approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
2. During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding and bidding or proposal forms; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile the Project Manual that includes the Conditions for the Contract for Construction and Specifications and may include bidding requirements and sample forms.



3. Make applications for the purpose of obtaining the applicable approvals and permits required by local, state, and federal authorities (Texas Licensing and Regulation Commission, Texas Accessibility Standards, Fort Bend County Flood Control District, Army Corps of Engineers) and any local applicable building permits on behalf of the County.
  - a. Applications will be made when the documents are 100% complete.
4. Advise the County of any adjustments to previous statements of probable construction cost.
5. Furnish the County, for review and approval, five (5) 75% complete sets of blue-line prints of the drawings, and five (5) copies of specifications and final updated statements of probable construction costs, for the Project.
6. After incorporating the County's 75% review comments, furnish the County, for review and approval, five (5) 100% complete sets of prints of the drawings, and five (5) copies of the specifications and updated statements of the probable construction costs, for the Project.
7. After incorporating the County's comments, furnish and deliver to the County one reproducible (3-mil mylar) copy of the original drawings and one original set of specifications, for the construction, maintenance, and use of the Project.

**D. Bidding and Contract Phase.**

1. Assist the County in securing bids.
2. Attend and assist County in Pre-Bid Conference.
3. Prepare all necessary and/or customary addenda.
4. Assist in the tabulation and analysis of bids and furnishing recommendations on the award of construction contracts.

**E. Construction Phase.**

After the receipt of bids the Architect shall render the following services in connection with the Project for which a construction contract is awarded:

1. Attend and assist County in Pre-Construction Conferences.
2. Make periodic visits (at least once every week), as distinguished from the continuous services of a resident Project Representative to familiarize himself generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents.
  - a. After each visit, the Architect shall prepare a written report for the County of his observations of the progress and quality of work performed pursuant to the contract documents.
  - b. In performing these services, the Architect will endeavor to protect the County against defects and deficiencies in the Work, but the Architect neither guarantees the performance of the Contractor nor accepts responsibility for the Contractor's means, methods and worker's safety or other aspects of the work.
3. Consult with and advise the County during construction.
  - a. Architect will issue all instructions to the Contractor requested by the County and prepare, sign and issue routine Changes in Contract for County's approval.
4. Review shop, laboratory, and mill tests of material and equipment and promptly report to County any deficiencies noted.
5. Review submittals and shop drawings, requested in the Construction Documents furnished by Contractor, for compliance with design concepts and specifications and with information given in the contract documents.
6. Review monthly and final estimates on industry standard forms for payments to Contractor, and sign the appropriate certifications thereon.
7. Prepare meeting notes and distribute copies to all attendees at all meetings related to the Project.
8. Assist the County in monitoring and interpreting:

- a. Performance tests required by specifications; and
  - b. The initial startup operation of the Project.
9. Conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
  10. Distribute to the County all approved requests for information( RFI's), shop drawings, and product submittal information.
- F. Upon completion of construction, Architect shall provide County a set of Record Drawings showing the building after all of the construction changes have been made ("as built") based upon information concerning field changes maintained and provided by the Contractor. Architect shall provide to County the Drawings on a computer disk in Auto Cad 2002 format.

### SECTION III ADDITIONAL SERVICES AND CHARGES

The Architect, upon prior written authorization of the County Project Manager, shall furnish the following Additional Services, and the County shall compensate the Architect therefor as set forth in Exhibit "A: Schedule of Additional Services and Charges".

- A. It is expressly understood and agreed that Architect shall not furnish any of the above additional services without the prior written authorization of the County Project Manager.
- B. The County shall have no obligation to pay for such additional services that have been rendered without the prior written authorization of the County Project Manager as hereinabove required.

### SECTION IV TIME FOR PERFORMANCE

- A. Architect agrees to complete the services called for in Section II A. (Schematic Design Phase) of this Agreement within ninety (90) calendar days from the date of this Agreement provided that the County and any users have provided the necessary information requested by Architect for completing such design.
- B. Upon written approval by the County of the schematic design drawings together with any changes or modifications thereof requested by the County, the Architect shall proceed with the performance of the services called for in Section II B. (Design Development Phase) of this Agreement and shall complete such services within ninety (90) calendar days after such approval by the County.
- C. Upon written approval by the County of the design development documents together with any changes or modifications thereof requested by the County, the Architect shall proceed with the performance of the services called for in Section II C. (Construction Document Phase) of this Agreement and shall complete such services within one hundred twenty (120) calendar days after such approval by the County.
- D. Upon written approval of the contract documents, together with any changes thereto requested by the County, the Architect shall proceed with the performance of the services called for in Section II D. (Bidding and Contract Phase) of this Agreement.
  1. This phase shall terminate and the services rendered thereunder shall be considered complete upon commencement of the construction phase.

- E. Upon award of a construction contract for the Project, the Architect shall proceed with the performance of the services called for in Section II E. (Construction Phase) of this Agreement and complete such services upon notification of final payment on the last prime contract to be completed.
- F. The foregoing time limits may for good cause be extended by the County Project Manager as the Project proceeds.
  - 1. Any such extension must be approved in writing.
  - 2. Such extensions shall be compensated as provided in Section III.G. for any additional services or costs caused by such schedule extensions.

SECTION V  
THE ARCHITECT'S COMPENSATION

- A. For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section IX, the County shall pay to the Architect a firm fixed fee of six percent (6%) of the final approved construction cost, hereinafter called the "Basic Fee", plus the amount payable under Section III (Additional Services and Charges).
- B. "Direct Labor Cost," as used herein, means salaries and wages paid for time actually worked, and shall not include sick leave, vacations, holidays, and employer contributions for FICA, retirement, insurance or other perquisite, similar or dissimilar.
  - 1. Direct Labor Cost shall not exceed the following maximum hourly rates:
    - a. Position classification:
      - (1) Principal.
        - (a) Hourly rate:
          - 1) \$54.70
    - b. Position classification:
      - (1) Designer.
        - (a) Hourly rate:
          - 1) \$50.00
    - c. Position classification:
      - (1) Project Architect.
        - (a) Hourly rate:
          - 1) \$33.65
    - d. Position classification:
      - (1) Principal - Specification Writer.
        - (a) Hourly rate:
          - 1) \$35.12
    - e. Position classification:
      - (1) Sr. CADD Operator.
        - (a) Hourly rate:
          - 1) \$27.40
      - (2) CADD Operator
        - (a) Hourly rate:
          - 1) \$17.30
    - f. Position classification:
      - (1) Sr. Admin. Asst.
        - (a) Hourly rate:
          - 1) \$28.85
      - (2) Adm. Asst.
        - (a) Hourly rate:
          - 1) \$17.70
    - g. Position classification:
      - (1) Construction Administrator
        - (a) Hourly rate:
          - 1) \$26.95

2. To be used in connection with additional services as enumerated in Section III.
3. During the course of services hereunder, the Basic Fee shall be allocated as follows:
  - a. For and in consideration of the services rendered by the Architect under Section II A. (the Schematic Design Phase), the Architect shall receive a total compensation of 15% of the basic fee.
  - b. For and in consideration of the services rendered by the Architect under Section II B. (the Design Development Phase), the Architect shall receive a total compensation of 20% of the basic fee.
  - c. For and in consideration of the services rendered by the Architect under Section II C. (the Construction Documents Phase), the Architect shall receive a total compensation of 40% of the basic fee.
  - d. For and in consideration of the services rendered by the Architect under Section II E. (the Construction Phase and Bidding and Contract Phase as required), the Architect shall receive a total compensation of 25% of the basic fee.

SECTION VI  
TIME OF PAYMENT

- A. During the performance of the services provided for in this Agreement for the Schematic Design Phase (Section II A.), the Design Development Phase (Section II B.), and the Construction Documents Phase (Section II C.), monthly payments shall be made based upon that portion of the services which has been completed.
- B. Payment for services rendered for the construction Phase (Section II E.), shall be paid monthly in proportion to the percentage of the completion of the construction of the Project as evidenced by the Architect's monthly estimates for Payment to the contractors and approved in writing by the County Project Manager.
- C. On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Architect shall submit a sworn statement to the County Project Manager, in a form acceptable to the Fort Bend County Auditor, setting forth the percentage of the services provided for under the appropriate subsection of Section II which were completed during such calendar month and the compensation which is due plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid.
  1. In the event the statement includes charges based upon direct labor cost of services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the Architect seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Architect certifying that the work was performed, it was authorized in writing by the County Project Manager and that all information contained in the invoice being true and correct.
  2. Furthermore, the Architect agrees to maintain, for a period of seven years, detailed records that identifies each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes.
    - a. The Architect shall retain its records at the corporate office of the Architect and shall keep same available for inspection during regular business hours by County officials.

3. The County Project Manager shall review the statements within ten (10) days of receipt and approve them in writing with such modifications, if any, as he deems appropriate.
4. The County shall pay each statement within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any statement shall not be considered to be conclusive evidence of performance by the Architect to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

#### SECTION VII TERMINATION

- A. County may terminate this Agreement at any time by thirty (30) days written notice to the Architect. Architect may terminate this Agreement at any time by thirty (30) days written notice to the County.
- B. Upon receipt of such notice, the Architect shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C. Within sixty (60) days after receipt of notice of termination, the Architect shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- D. The County shall then pay the Architect that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. The County also shall pay to Architect actual reimbursables incurred to date of termination.
- E. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

#### SECTION VIII NOTICE

- A. 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 County or the Architect at the addresses set forth below.
- B. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- C. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
  1. If to the Architect:  
STOA/Golemon/Bolullo Architects  
6213 Skyline Drive, #200  
Houston, Texas 77057-7007
  2. If to Fort Bend County notice must be sent to both the County Judge and County Project Manager:

Fort Bend County Judge  
309 S. 4<sup>th</sup> Street  
Suite 719  
Richmond, Texas 77469

Fort Bend County Project Manager  
309 S. Fourth Street  
Suite 515  
Richmond, Texas 77469

- D. Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION IX  
LIMIT OF APPROPRIATION

- A. Architect does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Architect may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Architect hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of three hundred sixty thousand dollars (\$360,000.00), unless approved in writing by Fort Bend County Commissioners Court.

SECTION X  
SUCCESSORS AND ASSIGNS

- A. The County and the Architect 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 such other party, in respect to all covenants of this Agreement.
- B. Neither the County nor the Architect shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- C. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION XI  
PUBLIC CONTACT

- A. Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of the County.
- B. Under no circumstances, whatsoever, shall the Architect release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required to do so by law.

SECTION XII  
COMPLIANCE AND STANDARDS

- A. The Architect shall render the services hereunder in accordance with generally accepted standards of Architects practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the architectural profession for buildings similar to the Project to comply with all applicable state, federal,

and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Architect's performance.

SECTION XIII  
OWNERSHIP OF DOCUMENTS

- A. The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Architect and his Consultants (deliverables).
- B. No reuse fees or royalty payments will be paid to the Architect in connection with future reuse or adaptation of designs derived under this contract.
- C. Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- D. The Architect is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of the County.
- E. The documents referenced in this Section are not intended or presented by the Architect to be suitable for reuse by the County or others on extensions of this Project or on other unrelated projects.
- F. Any adaptation or use by the County of such documents on extension of this Project or other unrelated projects shall be at the County's sole risk.

SECTION XIV  
INDEMNIFICATION

- A. THE ARCHITECT SHALL SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE ARCHITECT, ITS AGENTS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE ARCHITECT OR ANY OF ARCHITECT'S AGENTS, SERVANTS OR EMPLOYEES.
- B. THE ARCHITECT SHALL ALSO SAVE HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE ARCHITECT, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

SECTION XV  
MODIFICATIONS

- A. This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed.

- B. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVI  
AUTHORITY OF COUNTY ENGINEER

- A. The County Engineer, at his sole discretion, shall decide and determine 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 by the Architect.
- B. His decision shall be final.
- C. It is mutually agreed by both parties that the County Engineer shall act as referee in all construction related questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto.
- D. Nothing contained in this Article XVI shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XVII  
MERGER

- A. The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof.
- B. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XVIII  
COMPLIANCE WITH TEXAS CIVIL STATUTE ARTICLE 249a

- A. In accordance with Texas Civil Statute Article 249a (Vernon Supplement 1997) Architect represents to County that all principals of the Architect's firm are licensed under the laws and jurisdiction of the Texas Board of Architectural Examiners - 8313 Shoal Creek Blvd, Austin, Texas.

SECTION XIX  
MISCELLANEOUS

- A. 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.
- B. Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- C. Architect 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; Architect and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel

SECTION XX  
EXECUTION

- A. The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Fort Bend County, Texas, so authorizing.
- B. This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

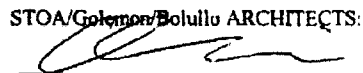
  
Robert E. Hebert, County Judge

6/3/03  
Date

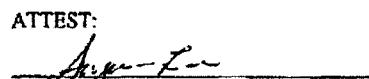
ATTEST:  
  
Dianne Wilson, County Clerk

REVIEWED:  
  
William B. Roberts, County Project Manager

6-04-03  
Date

STOA/Golemon/Bolullo ARCHITECTS:  


6/2/03  
Date

ATTEST:  
  
Corporate Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$224,000.00 as the preliminary budget allocation to accomplish and pay the obligation of Fort Bend County under this contract. The remaining budget allocation for the services will be considered for approval for FY2004 for subsequent certification of funds.

  
Robert Edward Sturdivant, County Auditor

GDD:siennalibraryarch.agr.doc:2479-053003

**EXHIBIT "A"**  
**SCHEDULE OF ADDITIONAL SERVICES AND CHARGES**

- A. Service:
1. Field surveys for design, field investigations, field layouts and measurements.
    - a. Basis of Compensation
      - (1) Invoice cost estimated at \$20,000.00
- B. Service:
1. Reproduction and Reimbursable Expenses.
    - a. Basis of Compensation
      - (1) Invoice cost times a multiplier of 1.1 with the total amount invoiced not to exceed a maximum of \$15,000.00.
    - b. Costs of Bidding documents, including specifications and drawings, shall be borne by County.
- C. Service:
1. Preparing a set of "record" drawings showing changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor.

The "record" drawings shall be a "read only" electronic data file, preferably 3 1/2", 1.44MB diskettes using AutoCAD Release 14 or higher for the maintenance, use, and repair of the Project.

    - a. Basis of Compensation
      - (1) Direct Labor Cost times a multiplier of 3.25 for Architect's personnel.
      - (2) Invoice cost plus ten percent (10%) for subcontractors.
- D. Service:
1. Off-site Utilities and Engineering excluding any necessary legal service.
    - a. Basis of Compensation
      - (1) Invoice cost for Engineering Services
      - (2) Direct Labor Cost times a multiplier of 3.25 for Architect's personnel.
      - (3) Total amount invoiced not to exceed a maximum of \$10,000.00 without prior written approval.
- E. Service:
1. Making revisions in Drawings, Specifications or other documents when such revisions are:
    - a. Inconsistent with approvals or instructions previously given by the County, including revisions made necessary by adjustments in the County's program or Project budget.
      - (1) Basis of Compensation
        - (a) Direct Labor Cost times a multiplier of 3.25 for Architect's personnel.

- (b) Invoice cost plus a ten percent (10%) service charge for Subcontractors.
      - b. Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
        - (1) Basis of Compensation:
          - (a) Direct Labor Cost times a multiplier of 3.25 for Architect's personnel.
          - (b) Invoice cost plus a ten percent service charge for Subcontractors.
      - c. Required to reduce construction cost due to contractor low bid exceeding budgeted monies of over 8% of Owner's budget.
        - (a) No charge.
- F. Service
  - 1. Fees and costs incurred for support for obtaining applicable federal, state and local permits and approvals by Fort Bend County and the Contractor.
    - a. Basis of Compensation
      - (1) Actual cost.
- G. Service
  - 1. Providing additional Construction Administration services and site visits necessitated by extension of the construction contract time.
    - a. Basis of Compensation
      - (1) Direct Labor cost times a multiplier of 3.25 for Architect's personnel.
      - (2) Invoice cost plus a ten percent (10%) for subcontractors.
- H. Service
  - 1. Travel required of the Architect and authorized by the County to points outside Fort Bend County that is not part of weekly jobsite visits.
    - a. Basis of Compensation
      - (1) Mileage reimbursement rate per mile as approved annually by Internal Revenue Service.
      - (2) Lodging and meal reimbursement consistent with rates approved for County employees.
- I. Service
  - 1. Design services related to the selection of Fixtures, Furniture and related Equipment. Services will include preparation of bid documents, bid analysis and recommendations, and installation observation.
    - a. Basis of Compensation
      - (1) A lump sum fee of \$35,000.00 paid in monthly increments based on the percentage of work complete.
- J. Service
  - 1. Services of a Cost Consultant for the preparation of Estimates of Probable Costs as required in this Agreement.
    - a. Basis of Compensation
      - (1) A lump sum fee of \$8,000.00 paid in the following increments based on the phase of work completed.

- a. Schematic Design - \$3,200.00
- b. Design Development - \$2,800.00
- c. Construction Documents - \$2,000.00

**K. Service**

1. Geotechnical Investigation and Report. Construction Materials Testing services are not included in this service and shall be part of a separate agreement with the County.

- a. Basis of Compensation
  - (1) A lump sum fee of \$8,000.00

**L. Service**

1. Provide a color rendering of the approved Schematic Design.

- a. Basis of Compensation
  - (1) A lump sum fee of \$5,000.00

**M. Service**

1. Services of a Landscape Architect for the preparation of Landscape Design Drawings and services for Planting and Irrigation System as required in this Agreement.

- a. Basis of Compensation
  - (1) A lump sum fee of \$14,000.00 paid in the following increments based on the phase of work completed.
    - (a) Schematic Design \$3,500.00
    - (b) Design Development \$2,500.00
    - (c) Construction Documents \$6,500.00
    - (d) Construction Administration \$1,500.00

**N. Service**

1. Services of a Civil Engineer for preparation of Civil Drawings for site work including utilities, paving, dirt work, sidewalks.

- a. Basis of Compensation
  - (1) A lump sum fee of \$32,000.00 paid in the following increments Based on the phase of work completed.
    - (a) Schematic Design \$4,800.00
    - (b) Design Development \$6,400.00
    - (c) Construction Documents \$ 14,400.00
    - (d) Construction Administration \$6,400.00

THE STATE OF TEXAS           §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND       §

**ORDER AUTHORIZING EXECUTION OF  
AGREEMENT FOR ARCHITECTURAL SERVICES**

On this the 3<sup>rd</sup> day of June, 2003, the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, Texas, being convened at a regular meeting of the Court, with the following members present, to-wit:

Robert E. 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

and the following members absent, to-wit: \_\_\_\_\_, constituting a quorum, when among other business, the following was transacted:

Commissioner Prestage introduced an order and made a motion that the same be adopted. Commissioner PATTERSON seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: 5           NAYS: 0           ABSTENTIONS: \_\_\_\_\_

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**RECITALS:**

Fort Bend County, hereinafter "County", and STOA/Golemon/Bolullo Architects, hereinafter "Architect," desire to enter into an Agreement for Architectural Services for the design of the Library for Fort Bend County, for an amount which will not exceed the total sum of \$360,000.00, from which total sum no more than \$224,000 will be for FY 2003; and The Commissioners Court of Fort Bend County desires to approve the County's entering into an Agreement for Architectural Services with STOA/Golemon/Bolullo Architects, based on the aforesaid representations.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS THAT:

**Section 1:**

The recitals set forth in this Order are true and correct.

**Section 2.**

The Agreement for Architectural Services is approved and the County Judge of Fort Bend County or his designee is authorized to execute the Agreement for Architectural Services with STOA/Golemon/Bolullo Architects, for the design of the Library for Fort Bend County, for a maximum fee of \$360,000.00 from which total sum no more than \$224,000 will be for FY 2003. The Agreement For Architectural Services is attached hereto and made a part hereof for all purposes.

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

DATE SUBMITTED: 1-7-09                      SUBMITTED BY: Hopie Solomon  
 AGENDA    DEPARTMENT:6451                      **AGENDA ITEM # 23A**  
 COURT AGENDA DATE: 1-13-09              PHONE NO.: Ext. 3506

**SUMMARY OF ITEM: 1. Approve Social Services to accept and distribute an additional 466 HEB/Reliant Energy \$20 gift cards To Reliant Energy Senior, Disable or Low income customers.**

**2. Ratify the approval of the Social Services Department to make application for the Emergency Food & Shelter XXVII Program for FY 2009.**

RENEWAL CONTRACT/AGREEMENT:              Yes ( )    No (X)  
 LIST SUPPORTING DOCUMENTS ATTACHED: 1. Attached application. 2. Reliant notification letter

**FINANCIAL SUMMARY:**

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS: See attachment
Yes ( ) No (X)    N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund Agency 6451    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:**



Michele Gordon  
Administrative Assistant  
Community Affairs  
P O Box 148  
Houston, TX 77001-0148  
713-497-5188  
mgordon@reliant.com

December 16, 2008

Fort Bend County Social Services  
4520 Reading Road, Suite A  
Rosenberg, TX 77471  
Attn. Ms. Hopi Solomon, Director

## AGENDA ITEM

Dear Ms. Solomon,

Enclosed are the additional 466 HEB / Reliant Energy \$20 cards for food or gas to be distributed through your program to Reliant Energy customers.

Please confirm receipt of the cards by signing at the bottom and faxing it back to me at 713-537-5188. No coversheet is needed.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michele Gordon".

Michele Gordon  
Community Affairs

A handwritten signature in cursive script, appearing to read "Hopi Solomon".  

---

Hopi Solomon, Director (281-342-7300)

I have received the HEB/Reliant Energy \$20 cards.



**UNITED WAY OF GREATER HOUSTON**  
**EMERGENCY FOOD & SHELTER PROGRAM**  
**XXVII**

**COVER PAGE/CHECKLIST**

Program Name: Emergency Food and Shelter Program (EFSP) \_\_\_\_\_

Name of Applicant Agency: Fort Bend County Social Services \_\_\_\_\_

Mailing Address: 4520 Reading Road, Suite A, Rosenberg, TX \_\_\_\_\_ Zip 77471

Physical Address: 4520 Reading Road, Suite A, Rosenberg, TX \_\_\_\_\_ Zip 77471

Telephone # 281-342-7300 Fax # 281-342-0557 \_\_\_\_\_ Email:solomhop@co.fort-bend.tx.us \_\_\_\_\_

Individual to contact to schedule site visits, if necessary:

Name Hopie Solomon, Director of Social Services \_\_\_\_\_

Telephone # 281-342-7300 or 281-238-3506 Fax # 281-342-0557 \_\_\_\_\_ Email:solomhop@co.fort-bend.tx.us \_\_\_\_\_

Total Amount of Funding requested: \$ 689,970.00 \_\_\_\_\_

**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 at United Way is 5:00 P.M.,  
Wednesday, January 7, 2009.

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**  
**OR CONSIDERED FOR FUNDING**

**Emergency Food and Shelter Program (EFSP)  
Application for Funding**

Date: January 5, 2009 \_\_\_\_\_

Name of Agency: Fort Bend County Social Services \_\_\_\_\_

Jurisdiction in which services are to be provided (check only *one*).

Harris County \_\_\_\_\_ Fort Bend County  Waller County \_\_\_\_\_

(Complete separate application for additional jurisdictions):

Has Executive Officer or Program Contact number changed since your EFSP XXVI application?

Yes \_\_\_\_\_ No  N/A \_\_\_\_\_

Executive Officer: Robert E. Hebert, County Judge \_\_\_\_\_

Program Contact: Hopie Solomon, Director of Social Services \_\_\_\_\_

Mailing Address: 4520 Reading Road, Suite A. \_\_\_\_\_

City/State, Zip Code: Rosenberg, TX 77471 \_\_\_\_\_

Telephone No.: 281-342-7300 \_\_\_\_\_ Fax No: 281-342-0557 \_\_\_\_\_

Email address: solomhop@co.fort-bend.tx.us \_\_\_\_\_

Board Chair's Name: N/A Telephone #: \_\_\_\_\_

Federal Taxpayer Identification Number: 1-74600-19692 \_\_\_\_\_

Annual Audit Conducted? Yes  No \_\_\_\_\_

Agency Fiscal Year: 10-01-2008 to 09-30-2009 \_\_\_\_\_

Date of Last Audit: 5-30-2008 \_\_\_\_\_

(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:

Null^Lairson Certified Public Accountants Professional Corporation \_\_\_\_\_

2277 Plaza Drive, Suite 260, Sugar Land, TX 77479 \_\_\_\_\_

If No, Name and Address of Fiscal Agent:

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

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING**

  
Signature of Executive Officer

January 6, 2009  
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 \_\_\_\_\_

I. a. Please provide a statement of need for EFSP funds.

Fort Bend County, along with many other counties in the United States, is facing a need of epic apportionment dealing with persons who has been and will be effected by the economy. Persons seeking assistance with rent/mortgage and utility has increased dramatically. A bad economy has a ripple effect that cuases persons from all wolks of life to seek out agencies like this one to keep themselves afloat. The EFSP funding will help expand our local funding giving us the ability to help more families needing assistance.

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 allowing expansion to our existing services of food, shelter and utilities assistance for residents of Fort Bend County. These funds will allow us to assist more residents meeting qualifications according to program guidelines and will allow us to assist more applicants on first-come-first serve basis.

**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.

Many years ago, Fort Bend County welfare/Social Services was created by Commissioners Court to fulfill the mandate of Article 2351 of the Vernon's Annotated Civil Statutes which directs Commissioners Court to provide for the support of paupers. Fort Bend County's efforts to assist the needy were isolated and sporadic. In the 1950's, the County Welfare Office was established and brought coordination to the effort. The Fort Bend County Social Services Department is in charge of helping county residents who are in need of basic assistance. Our agency provides food vouchers, shelter assistance, medication vouchers, utility assistance, pauper burials, case management, information and referrals.

These services are currently being provided in coordination with governmental and private-sector assistance programs.

- 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.

We 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: \$ 1,330,938                      b. Number of paid staff: 13

- 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, 2009 through September 30, 2009, 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 Service Units	Cost per Non-EFSP Service Unit	EFSP Service Units	Cost of EFSP Service Unit	EFSP Request
Food					
Served Meals	# <u>N/A</u>	\$ <u>N/A</u>	# <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
Other Food (no. of meals per person)	# <u>12,600</u>	\$ <u>1.15</u>	# <u>30,340</u>	\$ <u>1.15</u>	\$ <u>34,891</u>
Mass Shelter (on site)					
Nights	# <u>N/A</u>	\$ <u>N/A</u>	# <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
Rent/Mortgage Bills Paid	# <u>32</u>	\$ <u>350.00</u>	# <u>530</u>	\$ <u>802.97</u>	\$ <u>425,574</u>
Utility Assistance Bills Paid	# <u>659</u>	\$ <u>150.00</u>	# <u>688</u>	\$ <u>343.97</u>	\$ <u>229,505</u>
Total EFSP					\$ <u>689,970</u>

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 walk-ins during regular working hours of eight to five, Monday thru Fridays, at two locations: 4520 Reading Road, Suite A, Rosenberg, Texas and 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 the application is made.

3. Applicants must show proof of identification and proof of residency.

4. Applicants must show verification of all household member's social security cards and birth certificates.

6. Applicants must show proof of household income and how net income was exhausted. (Receipts of all bills paid)

7.

**LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
OR CONSIDERED FOR FUNDING**

**Mass Shelter:**

N/A

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**Rent/Mortgage:**

1. Applicant must show requirements for residency, identification, and social security cards on all household members, proof of household income and how income was 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, coupon or mortgage letter.
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**Utility Assistance:**

1. Applicant must show proof of resident requirement, identification (social security cards) on all household members, proof of household income and how it was exhausted.
  2. Applicant must have a bill indicating payment is within 5 days of the due date or past due.
  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 XXVII 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 XXVII 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**

**FISCAL AGENT ORGANIZATION**

Name Fort Bend County Social Services\_\_\_\_\_

Contact Person Hopie Solomon\_\_\_\_\_

Phone Number 281-342-7300 or 281-238-3506\_\_\_\_\_

Title Director of Social Services\_\_\_\_\_

Address 4520 Reading Road, Suite A\_\_\_\_\_

City /Zip Rosenberg, TX 77471\_\_\_\_\_

Name Fort Bend County Auditor\_\_\_\_\_

Contact Person Robert Ed Sturdivant\_\_\_\_\_

Phone Number 281-341-3760\_\_\_\_\_

Title County Auditor\_\_\_\_\_

Address 309 South 4<sup>th</sup> Street, Suite 533\_\_\_\_\_


City /Zip Richmond, TX 77469\_\_\_\_\_

This certifies that Fort Bend County Auditor's Department (agency) agrees to serve as the fiscal agent for Fort Bend County Social Services (applicant agency), and receive and disburse funds from the Emergency Food and Shelter Program on behalf of the applicant.

Hopie Solomon, Director of Social Services  
Applicant Contact Person (Print)

Robert Ed Sturdivant, County Auditor  
Authorized Signer for Fiscal Agent, Title (Print)

By: \_\_\_\_\_  
Signature/Date

By:   
Signature/Date 1-6-09

**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 XXVII 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 281-341-3760 \_\_\_\_\_

FEIN #: 1-74600-19692 \_\_\_\_\_

Agency: Fort Bend County Auditor \_\_\_\_\_

Address 309 South 4<sup>th</sup> Street, Suite 533, Richmond, TX 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 XXVII 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 XXVII 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
- Have no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.

Signature: \_\_\_\_\_

Print Name: Hopie Solomon \_\_\_\_\_ Date: January 5, 2009 \_\_\_\_\_

Agency ID#: 006 \_\_\_\_\_

Address: 4520 Reading Road, Suite A \_\_\_\_\_

Rosenberg, TX 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.

Fort Bend County  
Organization Name

19-7828-00-006  
Jurisdiction ID Number

Robert E. Hebert  
Name (Please print or type)

County Judge  
Title

  
Signature

January 6, 2009  
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.**

**FORT BEND COUNTY    FY 2008<sup>9</sup>**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: Dec 3, 2008 Court Agenda Date: <del>Dec 9, 2008</del> <sup>1-13-09</sup> <del>1-16-09</del>	Submitted By: M. Davis Department: Parks Phone Number: 281 642 3716      24
--	---

**SUMMARY OF ITEM:** Take all appropriate to amend contract agreement with Boy's & Girls Club Inc, remove from line 5.03 (Janitorial services). Contractor will no longer be responsible for these services.

**RENEWAL AGREEMENT/APPOINTMENT:**      YES      NO x  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:**      YES x      NO

List Supporting Documents Attached: Yes

**FINANCIAL SUMMARY:**

BUDGETED ITEM:    YES    x                      NO   

FUNDNG SOURCE: Accounting Unit:100660100 Account Number:63000  
 Activity

REQUIRES AUDITOR TO CERTIFY FUNDS:    YES                      NO   

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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)
<input type="checkbox"/>	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
x	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
<input type="checkbox"/>	Information Technology	(281-341-4526)	<input type="checkbox"/>	County Clerk	(281-341-8697)
<input type="checkbox"/>	Other:		x	County Atty	(281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

1-14-09      2 orig. ret. to Mike Davis at Parks

STATE OF TEXAS           §  
COUNTY OF FORT BEND §

**AMENDMENT TO RENEWAL AGREEMENT FOR OPERATION AND  
PROGRAMMING OF FIFTH STREET COMMUNITY CENTER**

This Amendment to the Renewal Agreement for Operation and Programming of Fifth Street Community Center ("Agreement") is entered into between FORT BEND COUNTY, ("County") and the BOYS AND GIRLS CLUBS OF GREATER HOUSTON, INC. ("Contractor").

WHEREAS, On October 28, 2008, the parties entered into the Agreement for the Contractor to manage, operate and maintain the Community Center; and,

WHEREAS, the County desires to assume responsibility for janitorial services for the Community Center and the Contractor desires to relinquish responsibility for janitorial services for the Community Center and the parties wish to amend those certain terms to the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and representations and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Agreement is hereby amended as follows:

Article V, Section 5.03 is replaced by the following

5.03. In addition to utilities as set forth above, Contractor shall pay all items of cost incident to the operation of the Community Center, including, but not limited to, security of the Community Center, installation and maintenance of all Contractor's necessary equipment, together with all the wages and salaries of all employees retained by Contractor, for the portion of the Community Center occupied by Contractor.

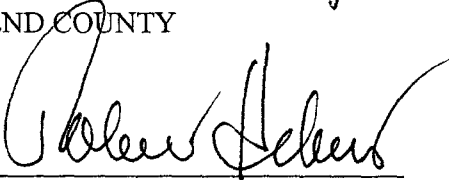
Except as modified hereby, all terms and conditions in the Agreement attached hereto as Exhibit "A" shall remain in full force and effect and are a part hereof for all purposes as if same were fully and completely set out in this Amendment.

Executed on 13 day of January, ~~2008~~ 2009.


FORT BEND COUNTY

BOYS & GIRLS CLUB  
OF GREATER HOUSTON, INC.


By:

  
Robert E. Hebert, County Judge

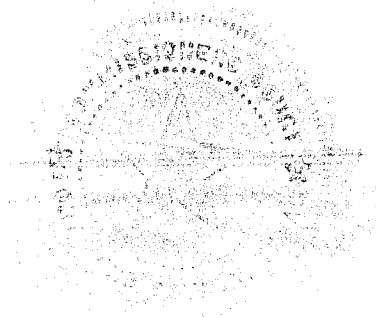
By:



ATTEST

  
Dianne Wilson, County Clerk

I:08-09 agreements::boys & girls club amendment12.9.08.3548



THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**RENEWAL  
AGREEMENT FOR OPERATION AND PROGRAMMING OF  
FIFTH STREET COMMUNITY CENTER**

THIS AGREEMENT, is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter called "**County**," and the Boys and Girls Clubs of Greater Houston, Inc., a non-profit, Texas corporation, hereinafter referred to as "**Contractor**" for operation and programming of the Fifth Street Community Center located in Fort Bend County, Texas, hereinafter referred to as "**Community Center**."

**WITNESSETH:**

WHEREAS, County has a responsibility to provide for the support of its citizens who are unable to support themselves;

WHEREAS, County has the authority to provide recreational facilities as well as support for its citizens;

WHEREAS, the Commissioners' Court of Fort Bend County finds that it will be in the public interest and serve the general welfare of the community, for some entity other than the County to manage, operate and maintain the Community Center and provide organized and supervised youth activities;

WHEREAS, the Fort Bend County Purchasing Agent has advertised for proposals for the operation and programming of activities for the Community Center;

WHEREAS, Contractor responded to County's request for proposals for the operation and programming of activities for the Community Center and to provide organized and supervised youth activities;

WHEREAS, on August 27, 2002 Commissioners' Court accepted Contractor's proposal for the operation and programming of activities for the Community Center;

WHEREAS, County and Contractor agree that Contractor will manage, operate and maintain the Community Center and provide organized and supervised youth activities and programs;

WHEREAS, the Commissioners' Court of Fort Bend County finds that it is in the public interest and serves the general welfare of the community, for Contractor to manage, operate and maintain the Community Center and for Contractor to provide organized and supervised youth activities;

WHEREAS, the Commissioners' Court of Fort Bend County finds that by entering into this Agreement with Contractor, it will be promoting public safety and furthering its interest in law enforcement, by reducing crime, especially juvenile crime;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is hereby agreed as follows:

**ARTICLE I.  
INCORPORATION OF PREAMBLE**

The parties affirm that all of the matters set forth in the preamble are true and correct and hereby incorporate said preamble as a material part of this Agreement.

**ARTICLE II.  
SERVICES**

- 2.01** Contractor shall perform all services outlined in Exhibit A, attached hereto and incorporated by reference.
- 2.02** Contractor shall use the Community Center for the purpose of operating its programs and for no other event and/or activity that is not sponsored by Contractor or not otherwise permitted or sanctioned under its articles of incorporation, charter, and/or by-laws.
- 2.03** Notwithstanding anything contained herein to the contrary, under no circumstances *whatsoever* will Contractor allow any activity and/or event that is not an organized, supervised youth activity and/or event to take place in the Community Center or on its grounds.
- 2.04** Contractor will only use the Community Center for organized, supervised youth programs such as character and leadership development, education and career development, health and life skills, artistic training, sports, fitness and recreation.
- 2.05** Contractor will at all times comply with any and all orders, regulations and policies, and amendments thereto, issued by County for the purpose of maintaining an orderly and compatible use of the Community Center by all parties involved.
- 2.06** In the event that events and/or activities other than those normally organized and supervised by Contractor are conducted at the Community Center, Contractor will, at least thirty (30) days prior to each event and/or activity, submit to the Fort Bend County Parks Director for prior written approval, said approval not to be unreasonably withheld or delayed, a list of the names of the groups, performers and/or organizations desiring to use the Community Center:
- A. The list should include the name of the group, performer and/or organization, its owner, the products or services offered, and copies of all permits and licenses required to offer such goods and/or services.
  - B. The Contractor will handle all the publicity and public relations for each event.
  - C. Notwithstanding anything contained herein to the contrary, any event and/or activity must comply with §2.04, supra.
- 2.07** Any event or activity permitted under the terms of this Agreement to be conducted upon the Community Center shall be supervised by Contractor's personnel, all of whom shall be properly trained, adequate in number and who shall remain in the Community Center during the entire course of the event or activity.

**ARTICLE III.  
CONSIDERATION**

- 3.01** As consideration for this Agreement, County will pay to Contractor an amount not to exceed ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000). Payment shall be tendered to contractor in quarterly payments of Twenty-Seven Thousand Five Hundred Dollars (\$27,500).

- 3.02 County will pay the first quarterly payment to Contractor within thirty (30) days of the execution of this Agreement at the address provided in section 9.01.

**ARTICLE IV.  
TERM**

- 4.01 This Agreement shall be effective on October 1, 2008 and shall terminate on September 30, 2009.
- 4.02 This Agreement may renew annually, with express written consent of the Commissioners' Court.
- 4.03 This Agreement may be terminated without cause prior to the expiration of the term herein at the option of either County or Contractor upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.
- 4.04 The termination of the Agreement will be effective upon the last day of the month in which the expiration of the thirty (30) day period occurs.

**ARTICLE V.  
CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS**

- 5.01 During the term of this Agreement, Contractor's obligations and/or responsibilities hereunder, in addition to others specified herein, shall include the employment of:
- A. One (1) full-time Branch Director who will coordinate all Contractor Staff on-site and shall be responsible for the overall success of the program.
  - B. One (1) part-time Education Director who will coordinate the educational, health and life skills programming.
  - C. One (1) part-time Athletic Director who will coordinate the fitness, recreation and sports program.
  - D. One (1) part-time Membership Coordinator who will coordinate membership and maintain on-site records.
- 5.02 Contractor will be responsible for any and all costs and expenses in connection with the operation of the Community Center, including, but not limited to: personnel salary and expenses, telephone, food, beverages, materials, supplies, etc., incidental to the operation of the Community Center.
- 5.03 In addition to utilities as set forth above, Contractor shall pay all items of cost incident to the operation of the Community Center, including, but not limited to, janitorial services, security of the Community Center, installation and maintenance of all Contractor's necessary equipment, together with all the wages and salaries of all employees retained by Contractor, for the portion of the Community Center occupied by Contractor.
- 5.04 Contractor shall also be solely responsible for all program supplies necessary to fulfill the requirements of Article II and V above.
- 5.05 Contractor will not allow any illegal activity to take place at the Community Center and will immediately report any and all illegal activity to law enforcement.

5.06 Breach of any provision of this Article shall be grounds for immediate termination of this Agreement.

**ARTICLE VI.  
ACCESS TO COMMUNITY CENTER BY COUNTY**

- 6.01 County may enter the Community Center at any and all times:
- A. To inspect same;
  - B. To determine whether Contractor is complying with the provisions of this Agreement;
  - C. To post notices; and/or
  - D. For any reason that County may, in its sole discretion, deem worthy.
- 6.02 County may inspect all phases of Contractor's operation including, but not limited to, the condition of the property and equipment and/or the operation and management of Contractor's programs and/or the Community Center.
- 6.03 County shall have the right to impose regulations, policies and/or restrictions upon the Community Center from time to time as County, in its sole discretion, deems appropriate.

**ARTICLE VII.  
ASSIGNMENT**

- 7.01 **CONTRACTOR WILL NOT, IN WHOLE OR IN PART, TRANSFER, ASSIGN, ALL OR ANY PORTION, ABANDON, OR OTHERWISE DISPOSE OF ITS RIGHTS UNDER THIS AGREEMENT, WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF COMMISSIONERS' COURT.**
- 7.02 **ANY SUCH TRANSFER, ASSIGNMENT, ABANDONMENT OR OTHER DISPOSITION, WITHOUT THE PRIOR WRITTEN CONSENT OF COMMISSIONERS' COURT, OR ANY ASSIGNMENT OF CONTRACTOR'S RIGHTS HEREUNDER BY OPERATION OF LAW, IS VOID AND OF NO FORCE AND EFFECT AS AGAINST COUNTY.**
- 7.03 **SUBJECT TO THE ABOVE REQUIREMENT THAT COMMISSIONERS' COURT WRITTEN CONSENT FIRST BE OBTAINED UPON THE ASSIGNMENT OR TRANSFER OF RIGHTS UNDER THIS AGREEMENT BY CONTRACTOR, THE PARTY TO WHICH SUCH RIGHTS ARE ASSIGNED OR TRANSFERRED SHALL BE BOUND BY THE TERMS AND PROVISIONS OF THIS AGREEMENT TO THE SAME EXTENT AS CONTRACTOR, AND THE INSTRUMENT OF ASSIGNMENT OR OTHER WRITTEN EVIDENCE OF THE TRANSFER OF RIGHTS UNDER THIS AGREEMENT SHALL INCLUDE A PROVISION TO SUCH EFFECT.**

**ARTICLE VIII.  
INSURANCE AND LIABILITY COVERAGE**

- 8.01** Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage.
- 8.02** Contractor shall cause its insurance companies to provide 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.
- 8.03** Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/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 or 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:
    - \$2,000,000 general aggregate limit
    - \$1,000,000 each occurrence
    - \$1,000,000 aggregate Products, combined single limit
    - \$1,000,000 aggregate Personal Injury/Advertising Liability
    - \$ 100,000 Fire Legal Liability
  - C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 8.04** County and the County Commissioners shall be named as additional insured to all required coverage. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and County Commissioners.

**ARTICLE IX.  
NOTICE**

**9.01** Any notice required or permitted hereunder to be given, shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to:

To County:

Fort Bend County  
301 Jackson, 7<sup>th</sup> Floor  
Richmond, Texas 77469  
Attn: County Judge  
Phone (281) 341-8608  
Fax: (281) 341-8609

To Contractor:

Boys and Girls Clubs of Greater Houston, Inc.  
Administrative Office  
1520-A Airline Drive  
Houston, Texas 77009  
Attn: Chief Operating Officer  
Phone: (713) 868-3426  
Fax: (713) 868-3703

With Copies To:

Fort Bend County Attorney:  
301 Jackson Street, Suite 728  
Richmond, Texas 77469  
Phone: (281) 341-4555  
Fax: (281) 341-4557

Douglas M. Selwyn:  
3850 One Houston Center  
1221 McKinney Street  
Houston, Texas 77010-2028  
Phone: (713) 650-3850  
Fax: (713) 650-3851

- 9.02** Such notice will be considered given and completed upon deposit of notice in the U.S. Mail.
- 9.03** Notwithstanding anything to the contrary herein contained, County is not precluded from giving actual notice to the Contractor in any manner.
- 9.04** Any change to Contractor's addresses will be in writing, signed by the Contractor, and will be delivered to the Commissioners' Court of the County.

**ARTICLE X.  
INDEMINIFICATION**

- 10.01** CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO HEREIN AS "COUNTY"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND RELATED EXPENSES IN ANY MANNER WHATSOEVER, ARISING OUT OF THE USE OF THE COMMUNITY CENTER AND ALL EVENTS AND/OR ACTIVITIES OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS INCIDENT TO THIS AGREEMENT.
- 10.02** CONTRACTOR WILL INDEMNIFY AND PROTECT THE COUNTY FROM THE ALLEGED JOINT, CONCURRENT OR SOLE NEGLIGENCE, OR OTHER FAULT OF CONTRACTOR.

**10.03 CONTRACTOR WAIVES AND RELEASES ANY CAUSE OF ACTION OR RIGHT OF RECOVERY WHICH CONTRACTOR MAY HAVE AGAINST COUNTY FOR ANY LOSS OR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY LOCATED AT OR NEAR THE COMMUNITY CENTER.**

**ARTICLE XI.  
PUBLIC ACCESS**

- 11.01** Contractor expressly states that it understands that the Community Center is a public facility, open to the public, and that at times this fact may impose a hardship on Contractor.
- 11.02** Contractor expressly states that it understands that there will be times when County or its designee shall need to use the Community Center during the time period that Contractor would normally occupy the Community Center and Contractor expressly agrees to accommodate such disruptions.
- 11.03** County agrees that it will endeavor to inform Contractor, as far in advance as possible of an event that would cause it to displace Contractor from the Community Center.
- 11.04** County agrees that it will endeavor to assist Contractor to make reasonable accommodations when it requires Contractor to vacate the Community Center.
- 11.05** Contractor expressly states that it understands that, notwithstanding that the primary purpose of the Community Center is to provide organized and supervised youth activities, no member of the public may be precluded from using the Community Center, subject to Contractor's disciplinary policies and procedures.

**ARTICLE XII.  
RIGHTS AND REMEDIES**

- 12.01** All rights and remedies provided hereunder shall be cumulative and none shall exclude any other provision of this Agreement.
- 12.02** All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
- 12.03** A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

**ARTICLE XIII.  
CONTRACTOR IS AN INDEPENDENT CONTRACTOR**

- 13.01** In the performance of work or services under this Agreement, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of Contractor, or where permitted, its subcontractors.

**13.02** Contractor and its agents, employees, officers or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**ARTICLE XIV.  
MISCELLANEOUS**

**14.01** Except as otherwise provided for herein, all consents, rules, and regulations as provided for herein by the County shall only be those approved or adopted by the Commissioners' Court of Fort Bend County, Texas.

**14.02** Wherever the phrase "Commissioners' Court" is used herein, it refers to the Commissioners' Court of Fort Bend County.

**14.03** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**14.04** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**14.05** No member, official, or employee of County shall be personally liable to Contractor or any successor in interest, in the event of any default or breach by County or for any amount which may become due to Contractor, its successors, or on any obligations under the terms of this Agreement.

**14.06** This Agreement shall be governed by the laws of the State of Texas. Venue for all purposes is the County of Fort Bend, Texas.

**ARTICLE XV.  
CONTRACTOR'S REPRESENTATIONS AND ACKNOWLEDGEMENTS**

**15.01** Contractor warrants and represents unto County that:

- A. Contractor is a duly organized and existing legal entity, in good standing in the state of Texas;
- B. Contractor has full right and authority to execute, deliver and perform this Agreement;
- C. The person executing this Agreement on behalf of Contractor was authorized to do so;
- D. That prior to County's execution of this Agreement, Contractor will deliver to County satisfactory evidence of the person executing this Agreement's authority to execute this Agreement on behalf of Contractor;
- E. Has received and is receiving from County hereunder absolutely no warranty or representation as to the condition of, or suitability of the Community Center.

**ARTICLE XVI  
ENTIRE AGREEMENT**

- 16.01** This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the County, acting through its Commissioners Court, and Contractor.
- 16.02** Contractor hereby agrees that no representations or grants or rights or privileges shall be binding upon County unless expressed in writing in this Agreement.
- 16.03** This Agreement shall supersede any and all prior agreements between the parties hereto relating to the Community Center and to the extent of any inconsistencies in the provisions of this Agreement with the provisions of any said prior agreement, the provisions of this Agreement shall control.
- 16.04** Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

**ARTICLE XVII.  
EXECUTION**


IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

**FORT BEND COUNTY:**

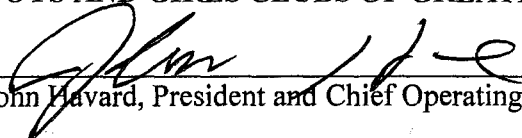
  
\_\_\_\_\_  
Robert E. Hebert, County Judge

10/28/08

**ATTEST:**

  
\_\_\_\_\_  
Dianne Wilson, County Clerk

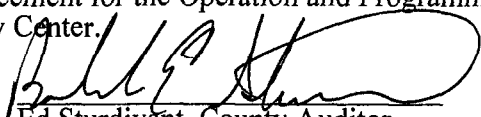
**BOYS AND GIRLS CLUBS OF GREATER HOUSTON, INC.:**

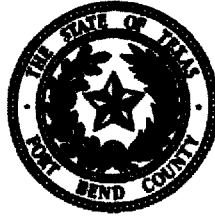
  
\_\_\_\_\_  
John Havard, President and Chief Operating Officer

\_\_\_\_\_  
Date 10/29/08

**Auditor Certificate**

I hereby certify that funds in the amount of \$110,000.00 are available to pay the County's obligation within the foregoing Agreement for the Operation and Programming by the Boy's & Girl's Club at the 5<sup>th</sup> St. Community Center.

  
\_\_\_\_\_  
Ed Sturdivant, County Auditor



25

**Office of County Purchasing Agent  
Gilbert D. Jalomo, Jr., CPPB**

4520 Reading Road  
Rosenberg TX 77471

Office (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 13, 2009

**Regular Agenda:**

Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for the purchase of an item available from only one source for the following:

- a. Reference database from Info USA Marketing, in an amount not to exceed \$39,000.00 (Funding: Library 63000) 25A
- b. Supplemental agreement between Fort Bend County and to the Manatron Records Management Master Agreement for AgendaLink Software for the Office of the County Clerk, in an amount not to exceed \$75,300.00 (Funding: County Clerk Records Management) 25B
- c. Authorize advertising for RFPs for telecommunication solution at County Jail complex. 13
- D. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7)(C) Texas Local Government Code to purchase an item available from only one source for capital connection fees from Sienna Plantation Municipal Utility District No. 1 for Sienna Plantation Library, in an amount not to exceed \$99,840.00. (Funding: Sienna Library 732518888 64600) 25C



25A

ReferenceUSA Division  
Phone: 800-808-1113  
Fax: 402-596-7688

RENEWAL TO LICENSE AGREEMENT

Effective Date of Agreement ("Effective Date"): 02/01/2007

Effective Date of Renewal ("Renewal Effective Date"): 02/01/2009

	CLIENT	infoUSA
Full Company Name	Fort Bend County Library	infoUSA Marketing, Inc ("infoUSA")
Principal Place of Business (address/city/state/zip)	1001 Golfview Dr. Richmond, TX 77469	5711 South 86 <sup>th</sup> Circle Omaha, NE 68127
Main Business (billing) Telephone Number	281-342-4455	402-593-4500
Main Contact Name	Lori Lessey	Carrie Troia
Main Contact Phone Number	281-342-4455	800-808-1113 Ext.3798
Main Contact Email Address	llessey@fortbend.lib.tx.us	carrie.troia@infoUSA.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		5711 South 86 <sup>th</sup> Circle Omaha, NE 68127

This "Renewal" is entered into as of Renewal Effective Date and between the parties listed above in accordance with the terms of the License Agreement dated as of the Effective Date listed above (the "Agreement").

The parties agree to renew the Agreement, as follows:

1. Unless otherwise set forth herein, all defined terms shall have the meanings ascribed to them in the Agreement.
2. **Renewal Term:** The term of this Renewal is for one (1) year beginning on the Renewal Effective Date ("Renewal Term"). Thereafter this Agreement shall automatically extend for additional periods of one (1) year each (a "Renewal Term") pursuant to the Agreement unless terminated prior to such extension. If either party does not want the Agreement to automatically extend at the conclusion of a term, then such party shall give the other party written notice to that effect not less than thirty (30) days before the expiration of the existing term.
3. **Fees:** Client agrees to purchase the Products selected below during the Renewal Term. In consideration for the Products Client shall pay to infoUSA an annual Fee of \$38,492 within thirty (30) days of the Effective Date. For any Renewal Term, Client shall pay the Fees to infoUSA within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) infoUSA will provide Client with notice of such change.

Purchase Order Number (where applicable):

4. **Authorized Use:** Subject to the terms and conditions of the Agreement, Client's subscription includes access to the following Products:

Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
<input checked="" type="checkbox"/> ReferenceUSA™ - US Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> ReferenceUSA™ - US Residents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> ReferenceUSA™ - US Health Care Providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA™ - Canadian Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA™ - Canadian Residents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA™ - TechUSA™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA™ - EmployersUSA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA™ - New Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA™ - New Homeowners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA™ - New Movers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ReferenceUSA™ - Lifestyles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> CorpTech	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Government PowerFinder™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> American Manufacturers Disc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> American Big Businesses Disc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/>	SecureUSA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Prints/Downloads for Internal Access			50		
Number of Prints/Downloads for Remote Access			10		
Number of Authorized Users			unlimited		

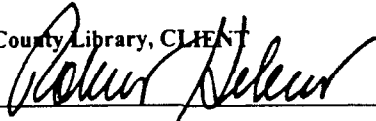
Technical support and staff training (on-site or via conference call) are included in Client's subscription and are available upon Client's request.


\*Remote Access for public libraries is for patrons' personal non-commercial use only.

**Account Access Description & Special Terms (if applicable):**

5. Except as set forth in this Renewal, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the parties' duly authorized representatives have executed this Agreement on the Effective Date.

Fort Bend County Library, CLIENT  
 Signature:   
 Name: Robert Hebert  
 Title: County Judge  
 Date: January 13, 2009

infoUSA  
 Signature:   
 Name: STEVE LAIRD  
 Title: PRESIDENT  
 Date: 1.6.2009

# MANATRON

## AGENDALINK SOFTWARE

### SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron") and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall replace the existing Commissioners Court module with AgendaLink as described in the Manatron Statement of Work "AgendaLink" TX111908FBC dated November 19, 2008. The Manatron Statement of Work is attached hereto as Exhibit A.
2. The total price for AgendaLink software and services is \$75,300.00.
3. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: 12/11/08

Manatron, Inc:

By: [Signature]  
 Name: GREG EFFREIN  
 Title: JP, Records Mgmt



County Judge for Fort Bend County, TX  
 By: [Signature]  
 Name: Robert Hebert

County Clerk for Fort Bend County, TX  
 By: [Signature]  
 Name: DIANNE WILSON

January 13, 2009

1-21-09 2 origs. ret. to Cheryl at purchasing



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$75,300 to accomplish and pay the obligation of Fort Bend County under this Agreement.

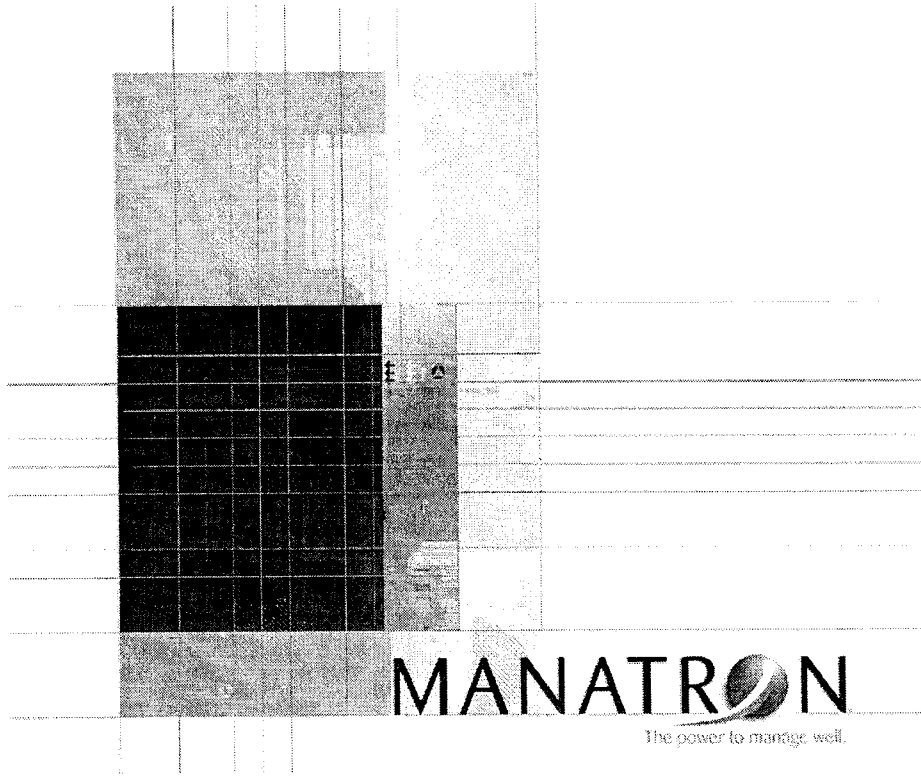
A handwritten signature in black ink, appearing to read "Robert E. Sturdivant", written over a horizontal line.

Robert Edward Sturdivant, County Auditor

# AgendaLink

## Fort Bend County, Texas

### Statement of Work



Document submitted by Manatron, Inc. – November 19, 2008  
TX111908FBC Version 1.0

Manatron Records Management Division

1807 Braker Lane, Suite 400

Austin, TX 78758

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# EXHIBIT A

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## Project Summary

<b>Project:</b>	AgendaLink Implementation for Fort Bend, TX
<b>Project Site:</b>	Fort Bend County, Texas
<b>Target Date of Implementation:</b>	Estimated to begin project within 30 days from change order signing. Detailed schedule with agreed upon dates to be delivered during the planning stages of this implementation.
<b>Scope:</b>	Software Implementation, Software Configuration and Testing, Conversion, Training, and Support
<b>Technology:</b>	County to provide MS SQL database for AgendaLink and web server to support public access to agenda and minutes. The AgendaLink application may be able to utilize the existing web server and MS SQL (aiRedact) configuration.
<b>Software:</b>	<b>Software</b> (see following table for software licenses included) The County will receive the standard current configuration of the Manatron AgendaLink software. Deliverables outside the current functionality of the standard suite may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to Manatron's Change Management Process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the initial planning phase of this project, an updated project schedule will be mutually agreed upon by Manatron and the County.

## Project Overview

### Software:

Item	Description	Provided by:	Number of Users	Comments
AgendaLink	Software application for creating, managing, and publishing meeting agendas and minutes	Manatron	N/A	Web-browser based application. No restriction on the number of County users.
Cold Fusion	Platform for AgendaLink	Manatron	N/A	
Adobe Acrobat version 8 Professional		Manatron	1	One license is needed to create the packets. Scanners should also have licenses to create searchable attachments. County responsible for other licenses if needed.
Search Engine for internal and external searching (Verity)		Manatron	N/A	
Microsoft Internet Information Server (IIS)		County	N/A	Included with web server purchase as standard

### Existing Hardware:

AgendaLink can utilize the existing SQL database server used for aiRedact with existing MS SQL server licenses. The County's existing Cisco network switches with one gigabit minimum backbone connectivity, one gigabit minimum server connectivity, and 100 megabit minimum desktop connectivity is in compliance with the AgendaLink system requirements. The existing web server with IIS can also be utilized for running Cold Fusion.

## **Implementation Services:**

Per the contract, the following services will be provided for this project.

<b>Description</b>	<b>Comments</b>
Project Management Services	Manatron Project Manager & Project Stakeholders will be identified in the planning phase of the project.
Hardware Installation	Manatron will load the application on the existing database and web server or on new servers if the County chooses to purchase and install new servers.
Data Conversion	Manatron will convert the existing Anthem Commissioners Court data and images. All images will be converted to a searchable PDF format.
Training	Instructor led on site and remote training. Six 2-hour sessions will be conducted remotely for admin users plus two 2-hour additional refresher sessions conducted remotely prior to go-live. Two 2-hour sessions will be conducted for training end users on site
Documentation	Standard Manatron soft copy documentation for user manuals, and project management
Software installation	Standard remote software installation

## **Project Implementation**

### **Purpose Statement**

The purpose of this project is to implement the Manatron AgendaLink Agenda Management solution into the County Administration and County Clerk' Offices. This statement of work describes the project that Manatron, Inc. is responsible for implementing. Upon contract signing, a subsequent project schedule will be jointly created by the Manatron and County Project Managers.

The project will be administered in the following phases:

- Pre-installation customer questionnaire
- Planning – project scheduling
- Installation of Hardware (as necessary) – County responsible, unless otherwise agreed to
- Access to Servers and Software Application
- On site and Remote Training – Admin and User

### **Assumptions and Exclusions**

1. Prior to beginning this project, the County will have had the opportunity to view a demonstration of the AgendaLink software. The purpose of the demonstration is to allow the County to confirm that it will meet its needs. No software changes have been proposed under this project.

2. It is the County's responsibility to determine that the system meets requirements. AgendaLink software will be accepted "as-is". Functionality described in this Statement of Work will be provided as part of this project.
3. Any maintenance releases of the software will be provided to the County at no additional charge provided the County is current on their maintenance agreement with Manatron.
4. Data conversion scope is defined in Attachment 1 of this document. Manatron will convert data and images from the existing County Clerk's Anthem Commissioners Court system "as-is". The County shall review the converted data and county's sole remedy and Manatron's sole obligation for conversion shall be to correct any errors caused by conversion of the data by Manatron, as detected by the County. Manatron shall not be obligated to correct errors inherent in the data provided to Manatron. Data cleansing is not included in the scope of this project.
5. Manatron data conversion will provide the County with existing minutes in a tiff file format with search indexes using existing key words as exported from existing system. Historical images will be converted into searchable PDF format. Manatron does not guarantee that all images will be successfully converted. Conversion to a PDF format will be performed as a 'best' effort.
6. Items attached to AgendaLink as an image (ex. tiff, jpg, etc.) will not be searchable with in the system. Items attached in already OCR'd PDF, Word and Excel formats will be searchable. It is recommended during training that users scan as a searchable PDF versus tiff.
7. County will need to enable port 1433 to support public access to AgendaLink system.
8. County will need to register an additional URL and have an external IP address if they wish to make the site available to the public.
9. Manatron will provide standard documentation for the AgendaLink application
10. AgendaLink will be installed by Manatron on the County's existing MS SQL database server. The County will provide a secure connection for remote access to facilitate Manatron's support of the system. This can be accomplished via VPN connection.
11. The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware as well as the protection of wiring from any damage. This includes environments for test, training, and production support.
12. Technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future hardware upgrades or replacement of equipment that involves Manatron installation services and/or additional equipment.
13. This Statement of Work excludes all software, hardware, support, or documentation not specifically described in this Statement of Work. Specifically excluded are any hardware, including PCs and monitors required to run the software, any printers used for printing reports, the PC OS and environment, and any other hardware or software except as specifically provided herein.
14. **Definition of Issue Severity Levels:**
  - Severity 1 defined: System is down, or major critical functionality is not operating.
  - Severity 2 defined: Non-Critical but major functionality is inoperative.
  - Severity 3 defined: System feature or minor hardware is malfunctioning or inoperative, but an alternative procedure exists to achieve business needs.
  - Severity 4 defined: Cosmetic in nature.

## ***Stakeholders***

Following is a brief description of the stakeholders who will be identified in the planning phase of the project.

### **County Project Sponsor**

The Project Sponsor is the individual who provides the authority necessary to implement the project and accept billing milestones.

### **County Project Manager**

The Project Manager is the individual who monitors the project schedule and deliverables, coordinates County responsibilities, and ensures success. The Project Manager will act as the liaison between the County and Manatron.

### **County Technical Resource**

The Technical Resource will act as the technical expert for the County IT environment, working with the County Project Sponsor/Project Manager for approval and direction.

### **Manatron Project/Account Manager**

The Manatron Project/Account Manager will act as the liaison between the County and Manatron, as well as direct Manatron project team members. The Manatron Project/Account Manager monitors the project schedule and deliverables, coordinates Manatron responsibilities, and ensures success.

### **Manatron Project Sponsor**

The Project Sponsor will act as the project sponsor and a point of escalation. The Project Sponsor monitors progress of overall Manatron project objectives.

### ***Manatron Implementation Team***

#### **Manatron Consultant(s)**

The Consultant responsibilities include training, and go-live support.

#### **Manatron System Engineer(s)**

Responsibilities include consultation and/or configuration of the servers, workstations and peripherals, if included in this statement of work.

#### **Manatron Development Staff**

Responsibilities include conversion of existing data into the new AgendaLink data structure.

### ***Implementation Deliverables***

Deliverables refer to what a project is to produce. With this Manatron AgendaLink implementation project, the deliverables fall into several categories: Software Deliverables,

Training Deliverables, Data/Image Conversion Deliverables, Documentation Deliverables, and Project Management Deliverables.

## **AgendaLink Software Deliverables**

County will receive the standard AgendaLink software. Any specific software deliverables from Manatron are listed in this statement of work. Deliverables outside the current functionality of the standard suite or this statement of work may be subject to additional development and configuration. Both Manatron and the County will mutually agree upon these deliverables, adhering to the Change Management Process. The following is a description of the AgendaLink software:

### **Overview**

AgendaLink is a simple yet powerful software application designed to make the process of creating meeting agendas and minutes quick and easy – for everyone. It was designed and inspired by city and county clerks as well as board secretaries and administrative assistants from around the country. The following are some of the key features of AgendaLink:

- Automatically renumber agenda items when editing
- Quickly add electronic documents to the agenda item
- Design custom routing maps for every meeting type
- Easily track the whereabouts of every agenda item in the routing process
- Custom tailor agenda templates for unlimited meeting types
- Move and copy agenda items from one meeting to another
- Automatically push finalized agendas to your public website
- No Collating— Print your entire agenda packet and attachments with just a few clicks
- The Roll Call, Voting and Minutes features make putting your minutes together quick and easy
- It's easy to maintain — you control virtually every aspect of the look and feel of the program — you won't need to call a programmer every time you want to make a change.

### **Creating Templates**

To begin, AgendaLink™ is web-based and a very customizable application. You create the look and feel of each template to match your needs. There is no limit to the number of templates you can create.

### **Creating Agenda Items**

Once your agenda item templates are created, users simply log onto the system and begin entering information into the template for a particular meeting date. You can even create mandatory fields that require information before the form can be routed.

### **Attaching Documents**

Supporting documents in a variety of formats can easily be attached to the agenda item for any meeting type with the 'Attachment' feature. The system allows you to define the type permitted;

such as .doc, .xls, .jpg, .pdf and others. You can add any number of attachments and order them in the sequence you'd like to have them presented on the agenda by using the 'Sort Sequence' feature. There is also a 'Confidentiality' feature that can be used to limit access to certain documents. You determine the labels to be used as well as who has access.

### **Adding Fiscal Information**

Additionally, there is a separate area for presenting fiscal information – called the 'Expenditures' tab. Like the other areas of the application, this is also something that can be customized to reflect your needs. Within this 'Expenditure' area you can have a variety of layouts, from radio buttons to text fields – all with custom labels. Again, the idea is to provide the user with a very intuitive, easy to use layout that doesn't require a lot of training.

### **Routing and Approval**

Once the information has been entered, it's ready to send it to those that need to see it. The routing of an agenda item is accomplished in a couple of ways. The first is what we call a 'Variable' routing format where the person originating the agenda item selects the people or departments to send it to. Subsequently, any person in the approval process can modify the routing sequence by adding additional variable stops.

As the form goes through routing, the 'Routing Status' screen shows who has seen and approved the form and where it still has to go. With the email routing feature, you can also send copies of an agenda item to people outside of the normal routing process, provided you have an SMTP address set up on the server for sending emails

Agenda items would also be routed according to a 'Fixed' route that each meeting type would have. For instance, after the 'Variable' routing, the agenda item would always be routed to the city clerk and/or others that must always see an agenda item before becoming part of the final agenda.

When a form is in routing, the individuals in the routing process receive an email through your regular email system, indicating that a form is in their "Forms Inbox" for review. There is a hyperlink in the text of the email that directs them to the login screen of the application. After logging in, they simply click on the form they want to review, and the system brings it up. Depending on authorization levels and your procedures, the form can be edited or made to be read only. After reviewing, the form is then 'Approved' and sent to the next approval stop, or 'Returned' to the sender for further clarification or changes.

Inboxes can be shared by several people or access can be granted to others by the Inbox owner. This allows agenda items to be reviewed and approved by others in the event the primary Inbox owner is ill, on vacation or simply not available. In the event of a problem, Inboxes can be accessed through an administrative login.

The system provides a 'Status' feature that tracks the approval process and indicates where the item is at any point in time. It's not only good information, but it can help speed up that process by showing exactly where the items are held up and then giving the administrator of the program the information they need so they can contact those individuals to complete the routing process.

## **Creating the Agenda**

As agenda items are created, they flow automatically to the agenda template for that meeting date. The agenda items are placed on the agenda based on template settings. The 'red color' tells you that the form is still in routing.

For instance, Consent Items would flow to the 'Consent Item' section of the agenda where they can be re-numbered and re-ordered. Same thing applies with 'Reports' or any other fixed agenda topic. When a user initiates an agenda item, the agenda item template will provide these agenda sub-areas in drop down tables for them to select. Specific fields can even be defined as mandatory fields to complete.

## **Access Security**

Security and access levels are created and controlled at the administrative level. Individuals and departments throughout the organization can be given access to all parts of the application – meaning all meeting types, confidential documents, all meeting dates etc. Or they can be restricted to various sections of the application depending upon what it is they need to see and do or the specific meeting type they are involved with.

An example of this might be department heads. They could have access to all document and meeting types. Conversely, a particular individual might only need access to 1 or 2 types of meetings and they might be restricted to just seeing documentation from their department. The system allows for a great deal of access flexibility.

## **View Agenda Feature**

AgendaLink has several features that give individuals access to the agendas as they are being created and after they are finalized. 'View Agenda' allows anyone with the appropriate security level access the ability to get a 'Heads Up' on upcoming agendas. As agenda items are created for a meeting, they are automatically placed on the agenda template for that meeting date. They act as a kind of placeholder while the agenda item is routed for approval.

## **Publishing to the Web**

Agendas and Minutes can be published automatically to your public website along with the supporting agenda items and documentation. We use a calendar system to allow the person to select the month and meeting date of the meeting they wish to look at.

## **Updating Finalized Agendas**

The 'Update Agenda' feature allows for those last minute changes to the agenda that always come up - to be made quickly and without the need for routing. These changes are immediately made to your website as well – so you don't have to keep worrying about having the latest copy on the web.

## **Printing Paper Packets**

Once the agenda is completed, you can print the entire packet with the Generate PrintAll feature. This feature creates a file where the agenda, the individual agenda items and their corresponding documents can be converted to a single PDF for printing or archiving – no more collating!

AgendaLink works with Adobe Acrobat 7.0 or higher to create the PDF. One of the features you can activate at the time you create the PDF is the ability to give individuals, such as board and council members, annotation tools to create their own notes for the meeting. They can do this with the free Adobe Reader; it doesn't require individual copies of Adobe Acrobat

### **Roll Call & Taking Minutes**

AgendaLink allows you to move seamlessly into the actual meeting and take minutes. The 'Roll Call' feature is accessed through the 'Minutes' screen. The Roll Call window appears when you click on the 'ROLL' button on the agenda template.

This list of attendees is a table which you maintain by meeting type. A flag on each entry will determine if their name appears in the VOTE window. You can also record unlimited additional meeting attendees at the bottom of the screen. Your attendance is automatically displayed in your meeting minutes.

The 'Roll Call' feature also determines who is available to make motions, second and vote on agenda items. The meeting attendees who were flagged as present are now in the list of persons who may make a motion or a second, as well as a vote tally for Aye, Nay, and vote Abstains.

Our Minutes feature allows you to record minutes for each agenda line item along with vote tallies and outcome. You can enter the Minutes during the meeting for quick summaries or wait until you have the time to add all of the detail.

Once the Minutes of the individual agenda items are complete, clicking the "PDF" button automatically generates a PDF of all your minutes. This document can then be printed and/or archived. You can publish directly to you website by clicking the 'Publish Minutes' button.

### **Document Routing Non-agenda Items**

The AgendaLink application also includes our Document Router module. This module allows you to easily route and track any kind of document. Use it for contracts, staff reports, notices, any kind of document where it is important to know when someone has seen it and when they approved it.

### **File Cabinet and Advanced Search Engine**

The File Cabinet feature allows you to look for specific agenda items, agendas/minutes and for specific titles and text within AgendaLink. It's a quick and easy way to track outstanding agenda/minutes items as well as old agenda items.

The search engine allows searching through the attachments of your agendas/minutes provided they are in the proper format. Based on the directory the document is found in, you can quickly determine which meeting agenda/minutes item to review. This is a very powerful and quick search tool.

### **Training Deliverables**

All user training will include a lecture, instruction, and practice using the requisite system and applications via a combination of remote administrator based training sessions and onsite department user training. Each user will receive an overview of how to navigate within the

appropriate software operating system and attend specially tailored sessions on the use of the product.

Manatron will work with the County to identify appropriate target audiences for training, confirm training schedule and confirm attendance.

The County will be responsible for hands-on practice by all administrator users in between Manatron led remote training sessions. It is incumbent on the County to conduct practice work on schedule so as to meet the target milestones. All County administrator participants will need to prepare for training classes, as instructed by the trainers ahead of time (including preparations for setting up the appropriate users, meeting members, meeting types and template samples).

### **Data/Image Conversion Deliverables**

Manatron will convert the existing Anthem Commissioners Court Minutes data and images into AgendaLink as Minutes records. In addition, Manatron will process the tiff images into a searchable PDF format.

Manatron will provide conversion data integrity reports. OCR processed images will be delivered "as is". The County will be responsible for reviewing and accepting the converted data and images. Please see Attachment 1 for a description of the conversion scope of conversion services.

### **Documentation Deliverables**

Standard project documentation will be delivered in soft copy format by the end of the support phase. Items include documentation materials such as the end user, system administration user and technical reference manuals from third party vendors.

### **Project Management Deliverables**

- Project schedule
- Meeting minutes, status reports
- Risk management, issue log (as needed)
- Updated project plans

## **Project Control Processes and Project Management Procedures**

### ***Communications Plan***

In order to keep County, Manatron Project Managers, and the Project Team informed on the progress of the project, the appropriate communication plan will be created for the project execution plan. The Communication plan may specify:

- When the various meetings take place
- What information the weekly status reports will contain
- Where project documents, deliverables and files are stored

## ***Project Status Meetings***

The County and Manatron Project Managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions and ensure the success of the project. Project Team members will also meet as required.

## ***Location of Project Documents, Deliverables and Files***

Hard and soft copies of project documents, deliverables, status reports, meeting notes, etc. will be kept by the Manatron Project Manager electronically and in project binders.

## ***Issue Tracking and Resolution Procedures***

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

### **Issue Tracking Strategy**

- All Manatron issues will be logged and maintained by the Manatron Project Manager.
- All program issues will be logged and maintained by the Project/Account Manager.
- Any issues identified by any member of the County Staff or the Manatron Project Team will be reported to the Project/Account Manager.
- The Issues Log (using Manatron's ConnectCare web based tracking system) will be made available to each stakeholder upon request.

### **Issue Resolution**

The Manatron Project Manager and County Project Manager will assign necessary resources to resolve issues on the Manatron Issues Log and report on their progress in each status meeting.

## ***Change Management Process***

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations/goals such as budgets, estimates, and schedules.

A "change of scope" is defined to be a change to any of the following:

- Hardware configuration affecting the performance or capacity of the System
- Third Party software configuration affecting the performance or capacity of the System
- Any other change that could effect the project schedule or budget

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in Manatron's ConnectCare Change Management System. County or Manatron can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

Manatron shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, cost, training, acceptance criteria and implementation date of the project. The results of Manatron's evaluation shall be added to and become part of the Change Request. If Manatron's evaluation of the request is positive, Manatron will propose a specific implementation, and specify any additional time and cost necessary for the implementation of the scope change. If Manatron's evaluation is negative, Manatron will provide their rationale for not recommending the change.

Manatron will work jointly with the County to determine mutual interest in pursuing the Request for Change (County may accept or reject proposed solution). Should mutual agreement be reached, Manatron shall submit feedback to the County including impact to timing and cost of implementation and maintenance.

### ***Risk Contingency Outline***

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, we can minimize the impact to the project if one of these issues occurs.

The project/account manager will provide a description of the potential risks associated with this project as well as suggested mitigation, as needed. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County Project Manager and the Manatron Project Manager and may increase the cost of the project and/or require added time.

## Price and Billing

Manatron will provide the services described in this Statement of Work for the below pricing.

<b>Manatron Price Proposal for</b> <b><i>AgendaLink – Agenda Management System</i></b> <b>Fort Bend County, Texas</b> <b>November 19, 2008</b>	
	<b>Extended Price</b>
<b>AgendaLink Application Software</b> <ul style="list-style-type: none"> <li>• AgendaLink base system</li> <li>• Base system includes Manatron Texas configuration for Commissioners Court Minutes</li> <li>• Cold Fusion license</li> <li>• Verity license</li> <li>• Adobe Acrobat Standard Edition license (1 copy)</li> <li>• Hardware for servers, PC's and scanners not included</li> </ul>	\$46,395.00
<b>Implementation Services</b> <ul style="list-style-type: none"> <li>• Installation and setup</li> <li>• Project Management</li> <li>• Remote &amp; Onsite Training</li> <li>• Conversion of Manatron Commissioners Court data and images into AgendaLink</li> <li>• Conversion to be performed in conjunction with installation</li> <li>• TIFF Images will be converted to searchable PDF format</li> <li>• Converted data searches should be able to utilize keywords or text search.</li> </ul>	\$21,405.00
<b>1st Year Support and Maintenance</b>	\$7,500.00
=	
<b>Total Purchase Price</b>	<b>\$75,300.00</b>

**Billing Milestones**

<b>Billing Milestones</b>	
Acceptance Criteria # 1 Signed - Software loaded to test (Billing for software)	\$46,395.00
Acceptance Criteria # 4 Signed - Training and conversion completed and software is ready for use (Billing for implementation services and 1 <sup>st</sup> year support)	\$28,905.00
<b>Project Total</b>	<b>\$75,300.00</b>

# Attachment 1 – Conversion

## Background

The County currently manages Commissioner’s Court meeting minutes with Manatron’s Anthem Commissioner’s Court application. The solution described in this Exhibit involves migrating meeting minutes index and images from the Commissioner’s Court database to the Manatron AgendaLink database. This will require translating the structure and content of the data to be accessible and usable within the AgendaLink system so that the data appears, as much as practical, as if it were originated in that system.

## Scope

### Inclusions

This Statement of Work covers the migration of meeting minute’s records from the County’s Anthem Commissioner’s Court system into the new AgendaLink system. Only information supported by the Anthem Commissioner’s Court system will be migrated and will be limited to the following:

In the scope of the conversion, the following are included:

#### Meeting Information:

- Meeting Type
- Meeting Date
- Author

#### Agenda Item Information:

- Author
- Creation Date
- Agenda
- Category
- Topic
- Description
- Remarks
- Keyword

#### Images

- Note - Image count will be taken before conversion and verified after conversion.

### Exclusions

In the scope of the conversion, the following are excluded:

#### Meeting Information:

- Approval Status

#### Agenda Item and Image Information:

- Image Status

- Scan Date
- Scanned By
- Verified Date
- Verified By
- Number of Pages
- Book and Page Numbers
- Microfilm code

During the migration of the existing Anthem Commissioners Court meeting minutes records to the AgendaLink system we will perform the above operations (only) to improve the data stored in Commission's Court and to make this data suitable for entry into Manatron AgendaLink.

These operations include but are not limited to the following:

We will migrate the existing keywords from Anthem Commission's Court to AgendaLink maintaining the search capability in the new system for historical records. Historical records will be converted into a full text search or OCR capability. The agenda item description and remarks will also be converted to searchable text fields within AgendaLink.

Users will be set up during the administrator portion of training

This Statement of Work does not cover the import of any record other than that outlined in this Statement of Work.

AgendaLink is an independent application. With the exception of the option of linking AgendaLink Public Access to the Anthem Public Access screen, no other interfaces/integrations have been proposed between the Anthem or AgendaLink database and any system or process.

**Key Project Phases / Deliverables**

*This conversion phase will have two (2) key phases / deliverables:*

**Phase "A" –**

Development and Test Acceptance – This phase will involve the actual implementation of the data migration process. A collection of utilities and processes will be developed and tested using a "dump" of live data from the current County Commissioners' Court system. Testing will be performed both by Manatron and County personnel to ensure accuracy and completeness of the data migration. Any conversion efforts for the office are outside of the scope of this project.

The output of this phase will be a data migration system and migrated examples that have been tested and accepted by the Client.

**Phase "B" –**

Deployment – This phase will involve the deployment and execution of the data migration system and process at the County's facility. During this phase Manatron will require the assistance of the County's IT department to facilitate remote access into the servers housing the Commissioners' Court and AgendaLink databases.

The output of this phase will be the migrated Commissioners Court Minutes records loaded into AgendaLink, tested and accepted by the County.

## Attachment 2 – Acceptance Criteria #1

### Test Installation

**Purpose:** Verification of AgendaLink Platform installation and template loading into test

**Measurements / Process:**

- Customer has reviewed software platform via remote demo.
- Customer has provided necessary templates and administrative checklists.

**Outputs:**

- Manatron has installed the AgendaLink default application and third party software into a test environment. This is for testing purposes only and does not include configurations.

I, the undersigned, agree that work is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed **\$46,395.00** (Total software cost) upon signing this acceptance. It is agreed to proceed to the next phase of this project.

**County:**

Fort Bend County  
301 Jackson  
Richmond, TX 77469

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

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

Title: \_\_\_\_\_

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

**Manatron:**

Manatron, Inc.  
1807 Braker Lane, #400  
Austin, TX 78758

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

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

Title: \_\_\_\_\_

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

## Attachment 3 - Acceptance Criteria # 2

### Phase A - Data and Image Test Conversion

**Purpose:** The purpose of the Test Conversion is to conduct a conversion for County review prior to final production conversion.

**Measurements / Process:**

- Access to the legacy data has been provided to Manatron for conversion
- Manatron has converted a test set of data and images
- The test set of images are converted into a searchable PDF format

**Outputs:**

- Manatron has converted a test set of data and images for County to review
- Manatron has provided a list of errors or exceptions found in conversion for County review
- County will provided a list of acceptable errors to allow for final conversion (County is responsible for any data cleansing, and such efforts shall not negatively impact the overall project schedule)

**County:**

Fort Bend County  
301 Jackson  
Richmond, TX 77469

**Manatron:**

Manatron, Inc.  
1807 Braker Lane, #400  
Austin, TX 78758

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Attachment 4 - Acceptance Criteria #3

### Phase B – Final Data and Image Conversion

**Purpose:** The purpose of the Final Data and Image Conversion Acceptance form is to verify that all index and image data is migrated to the new system.

**Measurements / Process:**

- Manatron has converted a test set of data and images for County to review
- Manatron has provided a list of errors or exceptions found in conversion for County review
- County will provided a list of acceptable errors to allow for final conversion (County is responsible for any data cleansing, and such efforts shall not negatively impact the overall project schedule)

**Outputs:**

- Manatron has completed final conversion of legacy data and images as confirmed from the Test Acceptance
- Manatron has provided an error or exception report to the County
- County has reviewed and accepted final conversion

At this point any County delays in production cutover from Anthem Commissioners Court will mean the County is responsible for updating data in both the legacy and new system until AgendaLink is in production). Any additional conversion efforts past Phase B are not included in the scope of this work.

**County:**

Fort Bend County  
301 Jackson  
Richmond, TX 77469

**Manatron:**

Manatron, Inc.  
1807 Braker Lane, #400  
Austin, TX 78758

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Attachment 5 – Acceptance Criteria #4

### Installation, Conversion and Training Completion

**Purpose:** Verification of AgendaLink Platform installation and template loading. Customer is ready to begin using AgendaLink in a production environment.

**Measurements / Process:**

- Customer has completed the AgendaLink formatting Template.
- Customer has completed remote Administrator and onsite department user training
- Manatron has completed conversion of Anthem Commissioners Court minutes records
- Manatron has configured the web server.

**Outputs:**

- Manatron has configured system to run AgendaLink.
- Phase B conversion has been accepted (at this point any County delays in production cutover from Anthem Commissioners Court will mean the County is responsible for updating data in both the legacy and new system until AgendaLink is in production). Any additional conversion efforts past Phase B are not included in the scope of this work.
- AgendaLink is ready for production use.
- There are no Severity 1 or Severity 2 issues with application.
- All training and documentation deliverables have been met.
- Maintenance of the Anthem Commissioners Court system will be discontinued with this signoff and the system will be shut down and de-installed by the County.

I, the undersigned, agree that work is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed **\$28,905.00** (Total services and 1<sup>st</sup> year support costs) upon signing this acceptance. The first year of support will be pro-rated for the interim period between acceptance and the County's next Manatron maintenance cycle. The County may begin using the system in production at the timing of their choice. All project milestones have been met.

RECORDED ON 1-22-09  
IN THE COMMISSIONER COURT  
MINUTES OF 1-13-09

**County:**

Fort Bend County  
301 Jackson  
Richmond, TX 77469

**Manatron:**

Manatron, Inc.  
1807 Braker Lane, #400  
Austin, TX 78758

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

25C

Rev # 18691

**LJA Engineering & Surveying, Inc.**



2929 Briarpark Drive Phone 713.953.5200  
Suite 900 Fax 713.953.5026  
Houston, Texas 77042-3703 www.ljaengineering.com

October 7, 2008

Mr. Ramon M. Patino, PE  
Project Architect  
STOA/Golemon/Bolullo, Architects  
6213 Skyline Drive, Suite 200  
Houston, Texas 77057

Re: Fort Bend County Library  
Sienna Plantation Branch  
LJA Project No.: 1475-0000 (2.0)

Dear Mr. Patino:

On behalf of Sienna Plantation MUD No. 1 and as Sienna Plantation Management District of Fort Bend County, Texas Engineer, I have reviewed the above referenced plans and have the following comments:

Approval is hereby granted contingent upon payment of Capital Connection Fees payable to Sienna Plantation Municipal Utility District No. 1 in the amount of \$99,840.00 based upon your stated usage of 12 ESFC @ \$8,320 per connection.

Please call the District Attorney, Mr. Richard Muller at 713.860.6415 for instructions on how to remit payment to the district.

Should you have any questions or need any additional information concerning these comments or plans, please call me at 713.953.5284.

Sincerely,

James E. Brown, PE  
Senior Project Manager

JEB/ybz

Copy: Don Brady – Fort Bend County  
Scott Elmer, PE – City of Missouri City  
Rich Muller – Allen, Boone, Humphries, & Robinson  
Jerrold L. Graham, Jr., PE – LJA  
Brian Bare – Southwest Water Company  
Chris Wilson – Southwest Water Company

FORT BEND COUNTY FY 2009  
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 1/08/09	Submitted By: Kathleen Barnes
Court Agenda Date: 1/27/09 <sup>13</sup>	Department: Sheriff
	Phone Number: 281 341-4703

**SUMMARY OF ITEM:** Approve the Organized Drug Enforcement Task Forces agreement for the investigations and prosecutions of organized crime

RENEWAL AGREEMENT/APPOINTMENT YES  NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO

List Supporting Documents Attached: *OCDETF grant application*

**FINANCIAL SUMMARY:** Any expenditure of funds will be reimbursed as allowed under AFF statute, Section 524(c)(1)(1) of Title 28, United States Code

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Activity (If Applicable): \_\_\_\_\_

JAN - 9 2009

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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 Facilities/Planning (281-633-7022)	X Comm. Pct. 3 (281-242-9060)
X Purchasing Agent (281-341-8642)	X Comm. Pct. 4 (281-980-9077)
X Information Technology (281-341-4526)	X County Clerk (281-341-8697)
X Other:	X County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please return original agreement to Kathleen Barnes at the Sheriff's Office

1-14-09 copy received

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**Agreement**  
**FOR THE USE OF THE OCDETF STRIKE FORCE PROGRAM**

Federal Tax Identification #: [REDACTED]	DC #:
OCDETF Investigation #: SW-TXS-0672	Federal Agency Investigation #: M3-07-0084
Strike Force Name and Address: D-42 OCDEFT 1433 West Loop South, Suite 600 Houston, Texas 77026	State or Local Agency Name and Address: Fort Bend County Sheriff's Office 1410 Ransom Road Richmond, Texas 77469
Lead Investigator and Agency: Billy D. Davis, Fort Bend County Sheriff's Office	
Amount Requested  \$ 177,269.82	From: <u>10-01-2008</u> Beginning Date of Agreement  To: <u>09-30-2009</u> Ending Date of Agreement
Brief explanation of services/goods provided and basis for determining costs:  These items are for the use of two Agents to conduct their jobs. All items have been reviewed by the supervisors of the OCDETF Strike Force and they are in agreement for the need of these items. The cost pricing was from retail business and has not been put out for bids.	

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Christina Bune, Accountant  
Telephone Number: 281-341-3766  
E-mail Address: bunechr@co.fort-bend.tx.us  
Fax Number: 281-341-3774

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the lead Federal agent for the investigation, the Strike Force leader or his/her designee and the OCDETF Executive Office Budget Officer, or his/her designee.

1. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations and prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force Program and Policy and Procedures Manual, April 2006.
2. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
3. Costs resulting from Strike Force narcotics and money laundering investigations incurred by state and local program participants including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post; cost of interpreters or translators; training in support of OCDETF; and technical surveillance equipment may be reimbursed. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.
4. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force for the duration the Strike Force is in existence. Once the Strike Force investigation is concluded, usage and disposition are at the discretion of the state or local agency.
5. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
6. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader, and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader.

7. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation related equipment and service costs. To ensure proper and complete utilization of OCDETF cost allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the Strike Force within thirty (30) days of the close of the month in which the costs were incurred.

8. All documents for procurement of equipment or other expense in excess of \$2,500, or that are not detailed in the original agreement must be approved in advance and signed by an authorized state or local agency official, the lead Federal agent in the investigation, and the Strike Force Leader.

All documents for procurement of equipment or other expenses, below \$2,500, and that are reasonable and acceptable according to the terms of the original Strike Force Agreement must only be approved and signed by an authorized state or local agency official and the lead Federal agent in the investigation.

9. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership upon request. Official procurement documents may include purchase orders, service agreements, invoices, receiving documents, etc. If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.

10. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.

11. By the 25th of each month, the Strike Force Leader will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement. State and local agencies are to provide monthly billing estimates or activity updates upon request.

12. Analysis of reimbursement claims by the Strike Force may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The state or local agency affected by any such modification will be advised by telephone ten (10) business days in advance of such modification with follow-up confirmation in writing.



**AGENDA ITEM**

26B

**FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: ~~December~~ <sup>January</sup> 8, 2009      Submitted By: Sheriff Milton Wright  
 Court Agenda Date: January <sup>13</sup> 27, 2009      Department: Sheriff's Office  
 Phone Number: 281-341-4700

**SUMMARY OF ITEM:** Request approval of Amended Equitable Sharing Agreement and Certification for the Sheriff's Office for Forfeited Assets – Federal – Accounting Unit #315560116.

**RENEWAL AGREEMENT/APPOINTMENT**      YES       NO    X  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:**    YES       NO    X

**FINANCIAL SUMMARY:**

BUDGETED ITEM:    YES                       NO

FUNDNG SOURCE:    Accounting Unit:                      Account Number:                      JAN - 8 2009  
 Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

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

**DISTRIBUTION:**

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

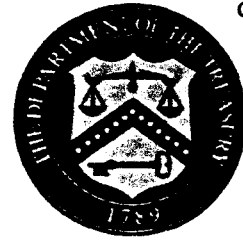
**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

1-14-09 copy received



# Equitable Sharing Agreement and Certification



OMB Number 1123-0011  
Expires 7-31-2011

- Police Department  Sheriff's Office  Task Force (Complete Table A, page 2)  
 District Attorney  Other (specify) \_\_\_\_\_

Agency Name: Fort Bend County Sheriff's Office

NCIC/ORI/Tracking Number: TX0790000

Street Address: 1410 Ransom Road

City: Richmond

State: TX

Zip: 77469

Contact Name: Milton Wright

Contact Phone: 281-341-4700

Contact Fax: (281) 341-4701

Contact e-mail: milton.wright@co.fort-bend.tx.us

Last Fiscal Year End (mm/dd/yyyy): 09/30/2008

- New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)
- Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)
- Change in Administration:** Select to report change to Agency or Governing Body head DURING the current fiscal year. Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5).
- Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

## Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$475,007.99	
2	Federal Sharing Funds Received	\$52,075.58	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income		
5	Interest Income Accrued ( <input type="checkbox"/> check if non-interest-bearing account)	\$10,481.59	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$537,565.16	\$0.00
7	Federal Sharing Funds Spent (total of lines a - n below)	\$463,975.68	\$0.00
8	Ending Balance (subtract line 7 from line 6)	\$73,589.48	\$0.00

Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year, employees		
b	Total spent on overtime		
c	Total spent on informant and "buy money"		
d	Total spent on travel and training	\$2,994.61	
e	Total spent on communications and computers	\$35,125.46	
f	Total spent on firearms and weapons	\$3,317.04	
g	Total spent on body armor and protective gear		
h	Total spent on electronic surveillance equipment	\$386,935.07	
i	Total spent on building and improvements		
j	Total spent on other law enforcement expenses (complete Table C, page 3)	\$35,603.50	
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 3)		
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)		
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
n	Total spent on matching grants (complete Table G, page 3)		
<b>Total</b>		<b>\$463,975.68</b>	<b>\$0.00</b>

**Miscellaneous Data**

o	Agency's budget for current fiscal year	\$53,220,044.00
p	Jurisdiction's budget for current fiscal year	\$237,378,737.00
q	Appraised Value of Other Assets Received	

**Table A: Members of Task Force**

Agency Name	Address

**Table B: Equitable Sharing Funds Received from other Agencies**

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

**Table C: Other Law Enforcement Expenses**

Description of Expense	Justice Funds	Treasury Funds
Vehicles; Decals; Victim Assistance Books; Badges and Name Plates	\$35,603.50	

**Table D: Equitable Sharing Funds Transferred to Other Agencies**

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

**Table E: 15% Expenditures in Support of Community-based Programs**

Recipient	Justice Funds	Treasury Funds

**Table F: 25% Windfall Transfers to Other Government Agencies**

Recipient	Justice Funds	Treasury Funds

**Table G: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table H: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged				Status
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender	<input type="radio"/> Settled <input type="radio"/> Pending
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other		

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

**4. Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

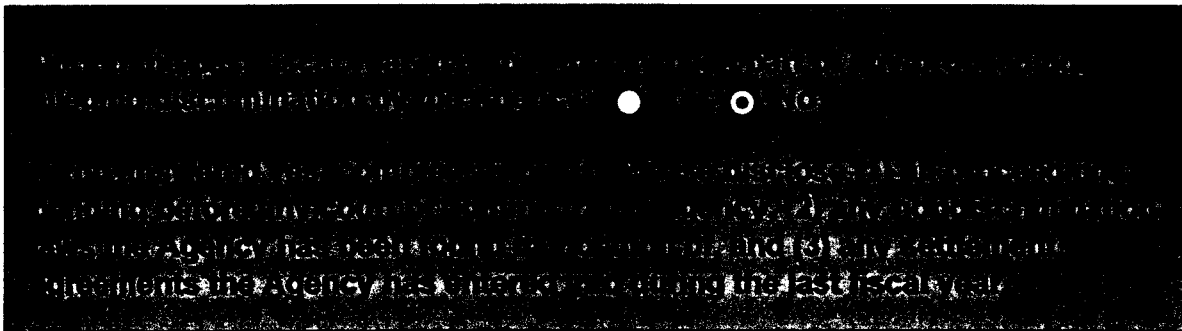
The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides*, depending on the source of the funds/property.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

## Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.



### Agency Head

Signature: *Milton Wright*  
 Name: Milton Wright  
 Title: Sheriff  
 Date: 1-8-09

### Governing Body Head

Signature: *Robert Hebert*  
 Name: Robert Hebert  
 Title: County Judge  
 Date: 1-13-09

### Final Instructions:

**Step 1: Save in PDF format for your records**

**Step 2: Save in XML format**

**Step 3: E-mail the XML file as attachment to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)**

**Step 4: Fax a signed copy of THIS PAGE ONLY to (202) 616-1344**

**Note: The Agency will not be in compliance until the e-mail and the fax of this page are received.**

FOR AGENCY USE ONLY

Entered by \_\_\_\_\_

Entered on \_\_\_\_\_

FY End: 09/30/2008

NCIC: TX0790000

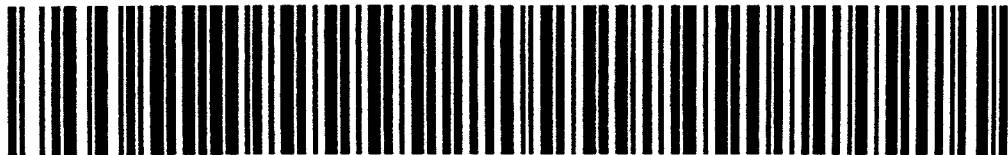
Agency: Fort Bend County Sheriff's Office

Phone: 281-341-4700

State: TX

Contact: Milton Wright

E-mail: [milton.wright@co.fort-bend.tx.us](mailto:milton.wright@co.fort-bend.tx.us)



27

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2009

On this the 13th day of January 2009, the Commissioners' Court, with the following members being present:

- Robert E. Hebert - County Judge
- Richard Morrison - 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 23, 2008, the Court heard and approved the budget for the year 2009 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: Treasurer's Office - EMS Collections 100497102

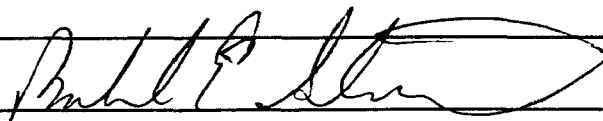
TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	100497102-63000	\$ 90,000
<b>TOTAL TRANSFERRED TO:</b>		<b>\$ 90,000</b>

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Contingency	100409100-66500	\$ 90,000
<b>TOTAL TRANSFERRED FROM:</b>		<b>\$ 90,000</b>

EXPLANATION: Transfer funds for EMS collections by Linebarger Goggan Blair & Sampson for collections through 09/30/09.

Department Head:  Date: 1/2/09

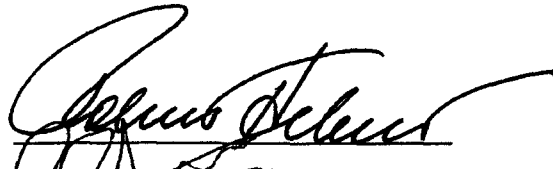
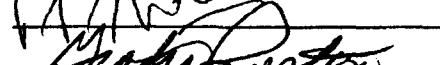
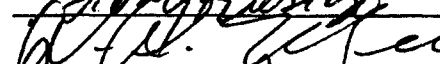
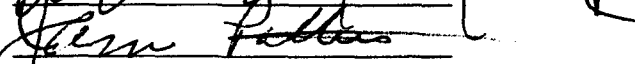

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND  
BY:   
Robert E. Hebert, County Judge

**IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY  
FOR THE FISCAL YEAR 2009**

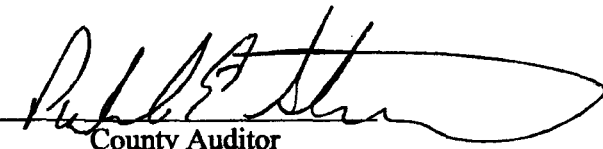
On this the 13<sup>th</sup> day of January, 2008<sup>9</sup> at a regular session of  
Commissioners' Court with the following present:

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

Now, therefore, be it resolved upon the motions of Commissioner Patterson  
and seconded by Commissioner Prestage, duly put and carried, it is ordered  
that the bills be approved in the amount up to \$ 4,076,320.70 as presented by  
Robert Ed Sturdivant, County Auditor.

\*\*\*\*\*APPROVED\*\*\*\*\*

  
County Auditor

Date: \_\_\_\_\_  
 Time Reconvened: \_\_\_\_\_  
 Time Adjourned or Recessed: \_\_\_\_\_

# Fort Bend County

## Scheduled Disbursements for January 13, 2009

Except as indicated all checks will be released after Commissioners' Court on January 13, 2009

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
01/13/2009	2M BUSINESS PRODUCTS, INC	6,283.60	31,340.38	
01/13/2009	3M COMPANY	1,470.00	27,634.61	
01/13/2009	ACCURINT	425.00	1,807.00	
01/13/2009	ACETYLENE OXYGEN COMPANY	34.20	988.67	
01/13/2009	ADVANCED CONTAINER COMPANY	4,600.00	4,600.00	
01/13/2009	ADVANCE'D TEMPORARIES, INC	17,622.75	248,356.45	
01/13/2009	AFC CORPORATE TRANSPORTATION	13,834.93	426,536.01	
01/13/2009	AGUILAR, PRISCILLA	283.25	15,388.45	
01/13/2009	ALCOCER, MANUELA	700.00	5,530.00	
01/13/2009	ALI, ZAHID	42.35	42.35	
01/13/2009	ALL OUT OFF ROAD	100.00	100.00	
01/13/2009	ALLIED WASTE SERVICES, 853	473.64	1,566.78	
01/08/2009	ALLISON, BRENTON J	43.00		Note: 1
01/12/2009	ALLISON, BRENTON J	43.00		Note: 1
01/13/2009	AMADIS CONSULTANTS, LLLP	5,655.00	47,760.00	
01/13/2009	AMERICAN ASSOCIATION	95.94	1,318.21	
01/13/2009	AMERICAN DIABETES	28.00	28.00	
01/13/2009	AMERICAN MESSAGING SERVICES	75.15	2,342.36	
01/13/2009	APPLIED INDUSTRIAL	331.92	646.44	
01/13/2009	AQUA MAKER, LLC	26.64	229.77	
01/13/2009	ARZU, FRANCES	150.00	3,865.00	
01/13/2009	ASHFORD, ERIC	400.00	14,685.00	
01/13/2009	AT & T	2,836.04	337,254.77	
01/13/2009	AUTO TRUCK APPRAISERS, INC	99.00	1,571.00	
01/13/2009	AUTOARCH ARCHITECTS LLC	10,875.00	21,750.00	
01/13/2009	AVERY, BENITA	8.80	73.16	
01/13/2009	BARTEE, ROSEY	150.00	150.00	
01/13/2009	BARTON, BARBARA	14.30	151.19	
01/13/2009	BASS CONSTRUCTION COMPANY INC	1,538,961.14	5,460,369.17	
01/13/2009	BATCHAN, JOHN W JR	650.00	8,450.00	
01/13/2009	BEASLEY FIRE DEPT	25,888.48	25,888.48	
01/13/2009	BEE UNIQUE	120.00	680.00	
01/13/2009	BEHAVIORAL MEASURES & FORENSIC	1,100.00	1,100.00	
01/13/2009	BEXAR COUNTY CLERK	2,060.00	3,346.00	
01/08/2009	BEXAR COUNTY SHERIFF	20.00		Note: 1
01/12/2009	BEXAR COUNTY SHERIFF	20.00		Note: 1
01/13/2009	BIRD, ROBERT	168.00	786.00	
01/13/2009	BISON PROFAB	118.00	7,464.12	
01/13/2009	BODDY, LASHANDRA	38.68	38.68	
01/13/2009	BOJE, LARRY	400.00	1,125.00	
01/13/2009	BOUND TREE MEDICAL LLC	24,490.06	70,768.18	
01/13/2009	BOYD, JENINE	13.30	61.42	
01/13/2009	BRENHAM WHOLESALE GROCERY CO	2,328.21	62,454.29	
01/13/2009	BRILLIANCE AUDIO, INC	562.93	1,126.43	
01/13/2009	BRODART CO	12,178.97	93,303.23	
01/13/2009	BROOKSTONE, LP	312,312.05	940,226.01	
01/13/2009	BROWN, SALLY R	50.88	220.30	
01/13/2009	BRYANT, KEN	7,125.00	12,025.00	
01/13/2009	BUILDING SPECIALTIES	4,383.74	12,019.46	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
01/13/2009	BUJOSA LANGUAGE SERVICES	765.00	765.00	
01/13/2009	BURNETT, SHEILA	2,700.00	7,225.00	
01/13/2009	C AND G WHOLESALE	20.58	2,114.43	
01/13/2009	CALLS R US ANSWERING SERVICE	260.00	260.00	
01/12/2009	CAPITAN, CHRISTINE	1,708.00		Note: 1
01/13/2009	CARDEN, MARTIN D	300.00	975.00	
01/13/2009	CARNES FUNERAL HOME, INC	3,825.00	20,985.00	
01/13/2009	CASTANEDA, ROBERT	61.60	437.77	
01/13/2009	CEASER, KENDRIC	1,075.00	12,980.00	
01/13/2009	CENTERPOINT ENERGY	110.21	17,244.81	
01/13/2009	CENTERPOINT ENERGY ENTEX	1,286.23	116,658.70	
01/13/2009	CENTRAL HARDWARE NO 2, LLC	171.05	5,239.89	
01/13/2009	CERDA FIED SPECIALISTS, INC	255.00	2,242.50	
01/13/2009	CERTIFICATION PLUS, INC	65.00	65.00	
01/13/2009	CHALKS TRUCK PARTS, INC	2,982.00	3,457.13	
01/13/2009	CHAMPION FASTENER AND	343.16	2,937.91	
01/13/2009	CHOICEPOINT SERVICES INC	100.00	300.00	
01/13/2009	CINGULAR WIRELESS	12,597.34	58,250.78	
01/13/2009	CITY OF KATY	2,103.80	2,103.80	
01/13/2009	CITY OF KENDLETON	2,016.14	2,016.14	
01/13/2009	CITY OF NEEDVILLE	611.99	27,803.84	
01/13/2009	CITY OF RICHMOND	201,984.41	303,196.10	
01/13/2009	CITY OF ROSENBERG	60,922.68	107,609.84	
01/13/2009	CITY OF STAFFORD	22,323.70	22,323.70	
01/13/2009	CITY OF SUGAR LAND	175,310.12	178,699.31	
01/13/2009	COLT DEFENSE LLC	2,400.00	2,800.00	
01/13/2009	COLUMBUS CLUB ASSOCIATION OF	250.00	500.00	
01/13/2009	COLUNGA, DONATO	100.00	100.00	
01/13/2009	COMMUNITY FIRE DEPT	450.00	450.00	
01/13/2009	CONSOLIDATED COMMUNICATIONS	981.40	6,421.89	
01/13/2009	CONWAY, EVA	250.00	625.00	
01/13/2009	CORPORATE EXPRESS IMAGING	1,677.49	25,120.80	
01/13/2009	CORRECTIONS SOFTWARE SOLUTIONS	9,770.00	58,620.00	
01/13/2009	CORTES, EDUARDO	5,400.00	14,362.50	
01/13/2009	COUNTERFORCE USA	75.00	500.00	
01/13/2009	COX, LEE D	1,087.50	1,987.50	
01/13/2009	CRAIN, CATON AND JAMES	1,755.93	1,755.93	
01/13/2009	CROSSWORD TRANSLATION	285.00	4,229.50	
01/13/2009	CROWLEY, JAMES SIDNEY	500.00	7,500.00	
01/12/2009	CRUZ, JONATHAN	4,746.08		Note: 1
01/13/2009	CUSTOM COMFORT INC	169.00	169.00	
01/13/2009	CUSTOMER'S OF DYNIX, INC	450.00	450.00	
01/13/2009	DA MID SOUTH	3,956.25	41,225.22	
01/08/2009	DALLAS COUNTY CONST PCT 1	70.00		Note: 1
01/12/2009	DALLAS COUNTY CONST PCT 1	70.00		Note: 1
01/08/2009	DALLAS COUNTY CONST PCT 5	505.00		Note: 1
01/12/2009	DALLAS COUNTY CONST PCT 5	505.00		Note: 1
01/13/2009	DATA TRACE PUBLISHING COMPANY	136.79	156.13	
01/13/2009	DAVENPORT, DEBBIE	21.45	21.45	
01/13/2009	DAVIS BROTHERS AUTO SUPPLY	365.24	4,653.65	
01/13/2009	DAY TIMERS, INC	97.72	97.72	
01/13/2009	DELL MARKETING L.P.	92,345.97	266,604.29	
01/09/2009	DENTICARE, INC	4,832.36		Note: 2
01/08/2009	DENTON COUNTY CONST PCT 6	60.00		Note: 1

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
01/12/2009	DENTON COUNTY CONST PCT 6	60.00		Note: 1
01/13/2009	DESAI, RIDDHI	1,700.00	14,825.00	
01/13/2009	DICK, CHAD	3,125.00	6,200.00	
01/13/2009	DISH NETWORK	575.76	593.86	
01/13/2009	DITTERT RUBBER STAMP, LTD	183.90	1,253.05	
01/13/2009	DITTRICH, PATRICIA	28.60	214.63	
01/13/2009	DOGGETT, KASEY	350.00	3,135.00	
01/13/2009	DOOLEY TACKABERRY, INC	(440.70)	4,401.30	
01/08/2009	DUSEK, ANDREA L.	176.00		Note: 1
01/12/2009	DUSEK, ANDREA L.	176.00		Note: 1
01/13/2009	DZIERZANOWSKI, CHAD D	519.07	2,276.76	
01/13/2009	DZOBA, MICHAEL	1,325.00	1,375.00	
01/13/2009	EAST BERNARD FIRE DEPARTMENT	450.00	450.00	
01/08/2009	EDGE, KRYSTIN C.	12.00		Note: 1
01/12/2009	EDGE, KRYSTIN C.	12.00		Note: 1
01/08/2009	EDWARDS, DAMON	222.00		Note: 1
01/12/2009	EDWARDS, DAMON	222.00		Note: 1
01/13/2009	EDWARDS, KENT M	107.49	687.78	
01/13/2009	ERLING SALES AND SERVICE	661.16	2,624.09	
01/13/2009	ESP OFFICE SOLUTIONS, LLC	8,120.99	94,214.43	
01/13/2009	ESPARZA, MARIA	22.88	22.88	
01/13/2009	EVER CHANGE YOUTH & FAMILY	1,144.00	1,144.00	
01/12/2009	EZE, ROSELINE C	475.00		Note: 1
01/13/2009	FAUCETT, MARK	2,200.00	5,875.00	
01/13/2009	FIESTA MART 47	10,163.61	44,994.74	
01/13/2009	FINNEGAN AUTO LP	69.95	619.02	
01/13/2009	FIRST 1 COMM	1,868.25	1,868.25	
01/13/2009	FITZGERALD, IRIS	100.00	100.00	
01/13/2009	FLOWERS BAKING COMPANY	187.76	11,327.25	
01/13/2009	FOLEY, PAUL F.	200.00	200.00	
01/13/2009	FORT BEND BODY SHOP	8,099.25	37,240.70	
01/13/2009	FORT BEND CO WCID 2	397.56	1,755.66	
01/13/2009	FORT BEND COUNTY	2,000.00	6,669.23	
01/12/2009	FORT BEND COUNTY CLERK	2,943.54		Note: 1
01/08/2009	FORT BEND COUNTY DISTRICT	229.19		Note: 1
01/13/2009	FORT BEND EMERGENCY SERVICES	450.00	87,368.00	
01/13/2009	FORT BEND FAMILY HEALTH CENTER	27.66	27.66	
01/13/2009	FORT BEND HERALD	300.92	3,875.34	
01/13/2009	FORT BEND MECHANICAL, LTD	1,146.62	55,000.09	
01/13/2009	FORT BEND REGIONAL COUNCIL ON	6,324.00	122,421.00	
01/13/2009	FREELANCE ENTERPRISES, INC	360.00	360.00	
01/13/2009	FRESNO FIRE DEPT	31,820.06	31,820.06	
01/13/2009	FRESQUEZ, LYNDA J	725.00	3,400.00	
01/13/2009	FULSHEAR FIRE DEPT	450.00	450.00	
01/13/2009	G & C BUILDING MAINTENANCE	6,490.00	38,114.65	
01/13/2009	G AND K SERVICES	666.51	23,240.57	
01/13/2009	G NEIL COMPANIES	186.65	186.65	
01/13/2009	G T DISTRIBUTORS, INC	234.95	10,051.97	
01/13/2009	GALE, LETOSHA MD	6,500.00	26,000.00	
01/13/2009	GARZA, BRENDA	138.60	338.67	
01/13/2009	GATES, CAROLYN L	604.15	2,730.79	
01/13/2009	GEXA ENERGY CORP	280,514.75	974,175.59	
01/13/2009	GILBERT, STEVEN J	2,800.00	17,952.50	
01/13/2009	GLOBAL GOVT EDUCATION	1,764.91	25,852.98	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
01/13/2009	GLOBALSTAR, LLC	218.57	1,126.03	
01/13/2009	GOMEZ, JUAN ARNOLDO	252.00	252.00	
01/13/2009	GONZALEZ, RALPH	2,600.00	21,740.00	
01/13/2009	GRAINGER	215.33	19,211.97	
01/13/2009	GRIEGER, LORRAINE	261.80	381.14	
01/13/2009	GRIGAR, SANDY L.	23.10	149.46	
01/13/2009	GUEN, JAMES	84.70	199.37	
01/13/2009	GUERRERO, SONYA	540.00	4,630.00	
01/13/2009	GULF COAST PAPER COMPANY	372.76	40,192.44	
01/13/2009	GYPSY INTERNATIONAL	200.00	200.00	
01/13/2009	HALL, KEVIN M	300.00	13,937.50	
01/13/2009	HALL, MEREDITH LCDC	206.00	394.00	
01/13/2009	HALL, MINDY	1,087.04	5,884.18	
01/13/2009	HALLMARK OFFICE PRODUCTS	19.98	2,717.81	
01/13/2009	HAMILTON, LETISHA	81.00	81.00	
01/12/2009	HARCLERODE, CRAIG R	475.00		Note: 1
01/13/2009	HAROLD ANDERSON AND ASSOCIATES	5,655.71	41,479.97	
01/13/2009	HARRIS COUNTY - J I M S	1,492.15	222,144.49	
01/08/2009	HARRIS COUNTY CONST PCT 1	315.00		Note: 1
01/12/2009	HARRIS COUNTY CONST PCT 1	315.00		Note: 1
01/08/2009	HARRIS COUNTY CONST PCT 2	60.00		Note: 1
01/12/2009	HARRIS COUNTY CONST PCT 2	60.00		Note: 1
01/08/2009	HARRIS COUNTY CONST PCT 3	60.00		Note: 1
01/12/2009	HARRIS COUNTY CONST PCT 3	60.00		Note: 1
01/08/2009	HARRIS COUNTY CONST PCT 4	60.00		Note: 1
01/12/2009	HARRIS COUNTY CONST PCT 4	60.00		Note: 1
01/08/2009	HARRIS COUNTY CONST PCT 5	195.00		Note: 1
01/12/2009	HARRIS COUNTY CONST PCT 5	195.00		Note: 1
01/08/2009	HARRIS COUNTY CONST PCT 6	60.00		Note: 1
01/12/2009	HARRIS COUNTY CONST PCT 6	60.00		Note: 1
01/08/2009	HARRIS COUNTY CONST PCT 7	135.00		Note: 1
01/12/2009	HARRIS COUNTY CONST PCT 7	135.00		Note: 1
01/08/2009	HARRIS COUNTY CONST PCT 8	60.00		Note: 1
01/12/2009	HARRIS COUNTY CONST PCT 8	60.00		Note: 1
01/13/2009	HARRIS, WANDA	50.00	350.00	
01/13/2009	HARRISON, LARRY W	6,158.43	6,158.43	
01/13/2009	HELFMAN FORD CO INC	13,918.48	85,763.28	
01/08/2009	HIDALGO COUNTY SHERIFF	65.00		Note: 1
01/12/2009	HIDALGO COUNTY SHERIFF	65.00		Note: 1
01/13/2009	HLAVINKA EQUIPMENT COMPANY	309.71	1,578.54	
01/13/2009	HOFFMANN, JEANETTE	51.19	182.29	
01/13/2009	HOME DEPOT CREDIT SERVICES	1,634.11	20,565.01	
01/13/2009	HOUSTON COMMUNITY NEWSPAPER	410.01	3,860.09	
01/13/2009	HOUSTON FREIGHTLINER, INC	533.55	6,250.78	
01/08/2009	HYPOLITE, DEREK	3,837.76		Note: 1
01/13/2009	ICS	169.00	5,602.00	
01/13/2009	IMAGE PROFILES, INC	1,925.00	4,433.89	
01/13/2009	IMPRESSIVE PRINTING	2,457.50	17,075.65	
01/13/2009	INGRAM LIBRARY SERVICES	5,607.66	42,278.62	
01/13/2009	INTAB	128.52	179.30	
01/13/2009	IRON MOUNTAIN RECORDS	6,835.05	23,206.12	
01/13/2009	JACKSON, CALVIN C	2,550.00	4,387.50	
01/08/2009	JOHNSON, JEROME R. J.	771.60		Note: 1
01/13/2009	JOHNSON, KATHY J	1,211.25	8,820.75	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
01/13/2009	JONES MCCLURE PUBLISHING	43.00	1,433.00	
01/13/2009	JURADO'S UPHOLSTERY & TRIM	70.00	210.00	
01/07/2009	JUROR PAYMENTS - TOTAL	1,900.00		Note: 4
01/13/2009	KACAL, JOE	146.36	513.79	
01/13/2009	KENNEDY, H EVERETT	168.96	168.96	
01/13/2009	KIATTE, DAVID W	500.00	1,400.00	
01/13/2009	KIMBALL HILL HOMES	240.00	240.00	
01/13/2009	KWON, JOYCE	18.70	30.40	
01/13/2009	L GUERRERO AND SONS	3,306.50	18,872.00	
01/13/2009	LABATT FOOD SERVICE	3,214.83	94,334.92	
01/13/2009	LIANG, CATALINA	510.00	5,330.00	
01/08/2009	LIBERTY COUNTY SHERIFF	75.00		Note: 1
01/12/2009	LIBERTY COUNTY SHERIFF	75.00		Note: 1
01/13/2009	LOGISTECH, INC	709.28	709.28	
01/13/2009	LONE STAR UNIFORMS, INC	549.95	72,156.90	
01/13/2009	LOVE, PAUL	1,950.00	6,050.00	
01/13/2009	LOWERY, SUSAN GRIFFIN	49.37	49.37	
01/13/2009	LOWE'S HOME CENTER	1,060.88	5,378.63	
01/13/2009	LUKOSE, DAVID	22.00	119.11	
01/13/2009	LUSK, NANCY E	500.00	1,925.00	
01/13/2009	M. E. DUFF & ASSOCIATES	6,180.00	9,185.00	
01/13/2009	MALONEY & PARKS, LLP	900.00	900.00	
01/13/2009	MANATRON, INC	15,155.48	260,804.05	
01/13/2009	MANNINO, VINCENT	496.90	1,365.19	
01/13/2009	MARK'S PLUMBING PARTS	1,406.00	2,506.67	
01/13/2009	MAYSHACK, ANTHONY JAMES	109.84	109.84	
01/13/2009	MC DANIEL, CAROLYN	2,400.00	13,767.50	
01/13/2009	MC MEANS, JEFFREY A	625.00	6,838.00	
01/13/2009	MCCLURE, DAVID B	800.00	5,625.00	
01/13/2009	MCDANIEL, CHRIS J	1,470.00	7,817.50	
01/13/2009	MCDONALD, SHAWN M	525.00	3,745.00	
01/13/2009	MCGRAW-HILL COMPANIES	596.00	25,277.30	
01/13/2009	MEADOWCREEK HOMEOWNER	300.00	600.00	
01/13/2009	MIDWEST TAPE	1,727.38	2,536.60	
01/13/2009	MIGURA INSURANCE AGENCY	533.00	711.00	
01/13/2009	MISSOURI CITY FIRE DEPT	108,345.94	108,345.94	
01/13/2009	MOORE, JAMES R	6,301.00	6,301.00	
01/13/2009	MORRIS, CANDACE	58.08	243.41	
01/13/2009	MULTI-CULTURAL BOOKS & VIDEOS	800.00	800.00	
01/13/2009	MUNOZ, JEANETTE	521.24	2,721.72	
01/13/2009	MUSTANG TRACTOR & EQUIPMENT CO	181.10	61,866.12	
01/13/2009	NASSIF, MICHAEL	2,400.00	10,625.00	
01/13/2009	NATIONAL ASSOCIATION OF	490.00	490.00	
01/13/2009	NEEDVILLE FIRE DEPARTMENT	40,381.36	40,381.36	
01/13/2009	NEWBART PRODUCTS, INC	250.00	1,559.86	
01/13/2009	NEXTEL COMMUNICATIONS	5,781.42	99,420.80	
01/13/2009	NIGHTINGALE ADULT DAY CENTER	170.00	560.00	
01/13/2009	NJOKU, MICHAEL N	525.00	21,317.50	
01/13/2009	NORTH EAST F B C V F D	450.00	450.00	
01/13/2009	NUERA TRANSPORT	66.27	66.27	
01/13/2009	NUMERO UNO	120.00	3,576.36	
01/13/2009	NWANGUMA, GRACE	450.00	3,145.00	
01/13/2009	OFFICE DEPOT, INC	7,978.39	115,019.49	
01/13/2009	OGDEN, DAVID	192.03	528.41	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
01/13/2009	OLIVER, CAROL	39.05	78.25	
01/13/2009	ORCHARD FIRE DEPT	450.00	450.00	
01/13/2009	O'REILLY AUTO PARTS	1,549.74	5,082.77	
01/13/2009	OVERHEAD DOOR CO OF HOUSTON	10,382.83	11,111.58	
01/13/2009	OZARKA	360.27	7,126.89	
01/13/2009	P F C PRODUCTS, INC	1,225.45	1,865.40	
01/13/2009	PACKWOOD PSYCHOTHERAPY SERVICE	100.00	625.00	
01/13/2009	PARADIGM CONSULTANTS, INC	8,680.25	24,273.57	
01/13/2009	PATE ENGINEERS, INC	53,746.00	82,490.00	
01/13/2009	PATHWAY TO RECOVERY	19,660.00	117,620.00	
01/13/2009	PECAN GROVE FIRE DEPT	70,623.56	70,623.56	
01/13/2009	PERCEPTIVE SOFTWARE INC	7,475.00	7,475.00	
01/13/2009	PERZ, IRA F	650.00	7,100.00	
01/13/2009	PETSMART 200	259.37	501.21	
01/13/2009	PETTY, ERIN	14.30	44.72	
01/13/2009	PHAMATECH INC	5,700.00	22,489.00	
01/13/2009	PIER SYSTEMS, INC	600.00	6,600.00	
01/13/2009	PIKETT, KEITH	375.00	1,500.00	
01/13/2009	PINA, DOMINGO JR	225.00	225.00	
01/13/2009	PINE, MARK	350.00	350.00	
01/13/2009	PITNEY BOWES	46,182.15	150,864.02	
01/08/2009	PITTMAN, DAMON JARRAD	4,376.35		Note: 1
01/13/2009	PLASTIX PLUS LLC	2,750.00	2,750.00	
01/13/2009	PLEAK FIRE DEPARTMENT	11,950.78	11,950.78	
01/13/2009	POLEY, MELINDA M	11.00	34.40	
01/13/2009	POLK, STANFORD I	30.25	30.25	
01/13/2009	PONS, JAMES F	400.00	1,075.00	
01/13/2009	PREMIUM FOODS	1,617.60	37,061.78	
01/13/2009	PRESTAGE, GRADY	247.50	1,824.86	
01/13/2009	PROFESSIONAL FOOD SYSTEMS	49.20	195.35	
01/13/2009	Q C LABORATORIES, INC	1,095.00	19,402.50	
01/13/2009	QUALITY SERVICE FLOOR COVERING	13,601.80	74,791.80	
01/13/2009	QUESTMARK INFORMATION MGMT	23,310.64	23,310.64	
01/13/2009	QUINN, ALICIA	14.30	55.25	
01/13/2009	RABINOWITZ, ROBERT	350.00	350.00	
01/13/2009	RACER, MARK W	750.00	14,272.50	
01/13/2009	RAHAT INVESTMENTS, INC	100.00	100.00	
01/13/2009	RANDOM HOUSE, INC	3,492.40	9,521.47	
01/13/2009	RAVEN, JANNA L.	11.00	26.21	
01/12/2009	RAY, ROMAN LAMONT	475.00		Note: 1
01/13/2009	RECORDED BOOKS, LLC	746.92	14,165.47	
01/13/2009	RELIANT ENERGY RETAIL SERVICES	8,043.86	110,570.58	
01/13/2009	REPRODUCTION EQUIPMENT SERVICE	155.00	730.64	
01/13/2009	RESOURCEFUL BAG AND TAG	55.00	55.00	
01/13/2009	ROBIN ROSEN REPORTING	276.71	3,051.57	
01/13/2009	ROCHESTER MIDLAND	2,335.20	3,489.60	
01/12/2009	RODRIGUEZ, RUTH ABIGAIL	475.00		Note: 1
01/12/2009	ROMERO, SERVANDO	475.00		Note: 1
01/13/2009	ROSENBERG TRACTOR	1,290.50	20,138.17	
01/13/2009	ROYAL PROTECTION GROUP, INC	216.00	1,341.00	
01/13/2009	RUSSELL, CLARA	109.45	255.12	
01/13/2009	S E T A P P	240.00	240.00	
01/12/2009	SANCHEZ, LEISA C	475.00		Note: 1
01/12/2009	SANTEE, CHRISTOPHER	712.50		Note: 1

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
01/13/2009	SCANLIN ELECTRIC INC	3,979.00	6,347.10	
01/13/2009	SCHEPPS DAIRY	299.00	19,285.50	
01/13/2009	SCHULTZ BROS, INC	200.00	200.00	
01/13/2009	SCHULZE, ROSE MARY	61.93	702.63	
01/13/2009	SEARS COMMERCIAL CREDIT	229.99	796.85	
01/13/2009	SEBESTA, RONALD	23.22	23.22	
01/13/2009	SHARP ELECTRONICS CORPORATION	600.60	2,048.10	
01/13/2009	SHAW, RUBY	3,050.00	34,690.00	
01/13/2009	SHERWIN WILLIAMS CO	132.65	1,012.57	
01/13/2009	SHI GOVERNMENT SOLUTIONS INC	1,450.00	44,842.99	
01/13/2009	SIDDIQUE, SUMAIRA	14.30	29.51	
01/13/2009	SKIDRIL, INC	96.86	720.23	
01/13/2009	SMITH, KEISHA	675.00	5,000.00	
01/13/2009	SOUTHERN TIRE MART, LLC	634.68	11,640.02	
01/13/2009	SOUTHWEST SANITATION SYSTEMS	520.00	520.00	
01/13/2009	SPECTRA LOGIC CORPORATION	650.00	7,600.00	
01/13/2009	SPRINT WASTE SERVICES L P	483.00	6,548.00	
01/13/2009	ST.JOHN FISHER CATHOLIC CHURCH	125.00	125.00	
01/13/2009	STATE CHEMICAL MFG CO	694.82	1,807.35	
01/13/2009	STAYBRIDGE SUITES LA CANTERA	296.70	296.70	
01/13/2009	STEELE, CORINNA	1,050.00	25,937.65	
01/13/2009	STEWART TITLE COMPANY	105,136.87	341,815.32	
01/13/2009	STOMBERG, MARIJANE	252.12	754.36	
01/13/2009	STORNELLO, ROSARIO	1,950.00	9,170.00	
01/13/2009	STREAM ENVIRONMENTAL SOLUTIONS	1,125.00	5,500.00	
01/13/2009	SUGAR LAND CHURCH OF GOD	150.00	300.00	
01/07/2009	SUSSER PETROLEUM COMPANY L	123,218.76		Note: 3
01/09/2009	SUSSER PETROLEUM COMPANY L	73,039.03		Note: 3
01/13/2009	SYMBOLARTS, LLC	595.50	595.50	
01/13/2009	TASER INTERNATIONAL, INC	4,150.00	4,150.00	
01/13/2009	TAYLOR, EARNEST B	66.00	66.00	
01/13/2009	TECH DEPOT	568.83	14,272.40	
01/13/2009	TERMINIX INTERNATIONAL COMPNAY	405.00	3,025.00	
01/13/2009	TERRY, T K	450.00	17,275.00	
01/13/2009	TEXAS ASSOCIATION OF	1,500.00	1,500.00	
01/13/2009	TEXAS COMMISSION	261.00	1,681.00	
01/13/2009	TEXAS COOPERATIVE EXTENSION	740.00	740.00	
01/13/2009	TEXAS DEPARTMENT OF TRANSPORTAT	25,000.00	3,088,692.29	
01/13/2009	TEXAS DISTRICT AND COUNTY	330.00	5,331.00	
01/13/2009	TEXAS EMS CONFERENCE	1,125.00	1,125.00	
01/13/2009	TEXAS LAWYER	199.00	199.00	
01/13/2009	TEXAS MARKING PRODUCTS, INC	8.91	1,904.06	
01/13/2009	TEXAS POLYGRAPH EXAMINERS	525.00	975.00	
01/13/2009	TEXAS WELDERS SUPPLY CO, INC	63.08	3,434.65	
01/13/2009	TEXAS WEST OAK HOSPITAL LP	525.00	11,975.00	
01/13/2009	THE COMMAND POST	995.88	995.88	
01/13/2009	THE WESTIN LACANTERA RESOURT	280.08	280.08	
01/13/2009	THOMPSONS VOLUNTEER FIRE	3,856.98	3,856.98	
01/13/2009	THOMSON GALE GROUP	7,281.75	79,397.02	
01/13/2009	TORRES, VERONICA	200.00	200.00	
01/13/2009	TOTAL TECHNOLOGIES, LLC	385.62	31,537.92	
01/08/2009	TRAVIS COUNTY CONST PCT 5	575.00		Note: 1
01/12/2009	TRAVIS COUNTY CONST PCT 5	575.00		Note: 1
01/13/2009	TRISURANT	237.50	1,250.00	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
01/13/2009	TURNER COLLIE AND BRADEN, INC	6,664.43	136,535.46	
01/13/2009	UNITED PARCEL SERVICE	93.82	948.32	
01/13/2009	UNITED RENTALS HIGHWAY	(840.94)	548.66	
01/09/2009	UNUM LIFE INSURANCE	47,397.05		Note: 2
01/13/2009	VELASQUEZ, NOHEMI	84.48	84.48	
01/13/2009	VERIZON WIRELESS	3,041.40	14,033.86	
01/13/2009	VICTOR, VICTOR	1,175.00	5,350.00	
01/13/2009	VILLAGE OF FAIRCHILD	8,824.30	8,824.30	
01/08/2009	VINCENT, K. MARK	8.00		Note: 1
01/12/2009	VINCENT, K. MARK	8.00		Note: 1
01/13/2009	VINKLAREK, LYL A	30.00	212.23	
01/09/2009	VISION CARE, INC	8,581.12		Note: 2
01/13/2009	WALD RELOCATION SERVICES, LTD.	2,349.00	2,349.00	
01/08/2009	WALKER COUNTY CONST PCT 2	100.00		Note: 1
01/12/2009	WALKER COUNTY CONST PCT 2	100.00		Note: 1
01/13/2009	WALKERCOM, INC	285.00	6,345.43	
01/13/2009	WAL-MART PHARMACY 546	1,946.02	18,308.18	
01/12/2009	WARD, AARON M	475.00		Note: 1
01/13/2009	WASTE MANAGEMENT	148.62	568.79	
01/08/2009	WEBB COUNTY SHERIFF	160.00		Note: 1
01/12/2009	WEBB COUNTY SHERIFF	160.00		Note: 1
01/13/2009	WEBB, JEFFREY ODE	300.00	7,722.50	
01/13/2009	WEST GROUP PAYMENT CENTER	683.50	52,539.94	
01/13/2009	WEST I-10 FIRE DEPT	450.00	450.00	
01/13/2009	WESTIN GALLERIA	194.64	194.64	
01/13/2009	WETTMAN, BRUCE W	71.90	71.90	
01/08/2009	WHARTON COUNTY SHERIFF	75.00		Note: 1
01/12/2009	WHARTON COUNTY SHERIFF	75.00		Note: 1
01/13/2009	WHITT, KENNETH J	168.00	834.00	
01/13/2009	WHITTEN, JOHN C.	183.15	183.15	
01/13/2009	WILSON FIRE EQUIPMENT	594.00	1,663.50	
01/13/2009	WINDSHIELDS UNLIMITED 1	212.84	212.84	
01/13/2009	WINDSTREAM	308.08	18,754.73	
01/13/2009	WOOLSEY, KAREN	4,650.50	13,060.50	
01/13/2009	WYNDHAM JADE LLC	858.80	858.80	
01/13/2009	YELDERMAN FAMILY LIMITED	1,600.00	1,600.00	
01/12/2009	ZAMBRANO, ROBERTO	475.00		Note: 1
01/13/2009	ZUNIGA, CARTER, MORALES, MCCAL	150.00	150.00	
		<u>4,076,320.70</u>		

Note: Checks released prior to 1/13/09 for the following disbursements:

(1): Registry, Cash Bond, and Fee Officer Payments of \$29,347.02

(2): Payroll and Employee Benefits Payments of \$60,810.53

(3): Time Sensitive Payments \$196,257.79

(4): Juror Payments of \$1,900.00



# Property Acquisition Services, Inc.

December 16, 2008

1-13-09

AGENDA ITEM

32 A

Paulette Batts  
Executive Assistant  
Fort Bend County Engineering  
1124 Blume Road  
Rosenberg, Texas 77471

**Re: Charles Lane - 30' Drainage Easement - Phil Lundin**

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - Waiver of Inspection & Disclosure to Owner
  - Tax Agreement
  - Buyer Correspondence Information Form
  - Marital Status Affidavit
  - Info for Real Estate 1099-S Report Filing
  - Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

*Shelly*  
Mark Davis  
Project Manager

Enclosures

*Approved by FBC  
Att Office 12/29/08  
"Subject to" - Com. Ct Approval*

*WPA*

**FORT BEND COUNTY**  
**REQUEST FOR CHECK**

Date Requested: December 16, 2008

Check Needed By: **ASAP**

Fort Bend County P.O. No.: \_\_\_\_\_

Vendor: **Property Acquisition Services, Inc.**

Address: 19855 Southwest Freeways, Suite 200  
Sugar Land, TX 77479  
Office (281) 343-7171

Project Location: Charles Lane - 30' Drainage Easement

Payee: **Stewart Title Company**

Payee's Address: 1980 Post Oak Blvd., Suite 110  
Houston, TX 77056

Payee's Tax ID/SS #: On File

Amount of Check: **\$15,016.95**


Description: Charles Lane - 30' Drainage Easement - Phil Lundin  
0.2238 acre, B.M. George Survey, A-175

Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

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Requested By:

  
for Mark Davis

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**WARRANTY DEED**

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

THAT THE UNDERSIGNED, Phil Lundin, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FOURTEEN THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS (\$14,625.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same. (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession,

lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (except as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same "AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Phil Lundin

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**Acknowledgement**

STATE OF TEXAS

COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me in the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Phil Lundin.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

\_\_\_\_\_  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

\_\_\_\_\_

**After recording please return to:**  
Property Acquisition Services, Inc.  
19855 Southwest Freeway., Suite 200  
Sugar Land, TX 77479

PROPOSED 30 FOOT WIDE  
DRAINAGE FEE STRIP

STATE OF TEXAS  
COUNTY OF FORT BEND

B.M. GEORGE SURVEY  
ABSTRACT NO. 175

DESCRIPTION

Description of a 9,750 square foot (0.2238 acre) tract of land located in the B.M. George Survey, Abstract No. 175, Fort Bend County, Texas, being part of that certain called 3.724 acres as described in deed to Phil Lundin, dated July 2, 2003 and recorded under Fort Bend County Clerk's File No. (F.B.C.C.F.) No. 2003090028, the subject 9,750 square foot tract being more particularly described by metes and bounds as follows (with bearings referenced to the Texas State Plane Coordinate System, South Central Zone, NAD' 83 Datum):

COMMENCING at the southwest corner of the said 3.724 acre tract being in the northerly right-of-way line of Charles Lane as described under Volume 551, Page 201 of the Fort Bend County Deed Records. from which found 3/4 -inch iron pipe bears. N 02° 27' 57 W, 0.4 feet;

THENCE, N 87° 32' 03 E, along the said northerly Right-of-Way, a distance of 279.36 feet to a set capped 5/8-inch iron rod stamped "JNS Engineers" marking the POINT OF BEGINNING of the herein described tract:

THENCE, N 02° 27' 57" W, a distance of 325.00 feet to a set capped 5/8-inch iron rod stamped "JNS Engineers" marking the northwest corner of the herein described tract;

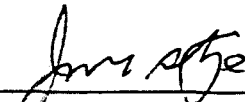
THENCE, N 87° 32' 03" E, a distance of 30.00 feet to a capped 5/8-inch iron rod stamped "JNS Engineers" set in the common line between the aforementioned 3.724 acre tract and called 1.467 acre tract as described in the deed to Fort Bend County Municipal District No. 2 recorded under F.B.C.C.F. No. 2000035878;

THENCE, S 02° 27' 57" E, along the said common line, a distance of 325.00 feet to a set capped 5/8-inch iron rod stamped "JNS Engineers" in the aforementioned northerly right-of-way of Charles Lane and marking the southerly common corner of the said 3.724 acre tract and Lot 1, Block 1 of Eldridge Park Village Section One as shown on the plat recorded under Slide No. 1729A Fort Bend Map Records;

**PROPOSED 30 FOOT WIDE  
DRAINAGE FEE STRIP**

THENCE, S 87° 32' 03" W, along the said northerly right-of-way line, a distance of 30.00 feet to the POINT OF BEGINNING and containing 9,750 square feet (0.2238 acres) of land.

This description was prepared in conjunction with a survey map prepared by JNS Consulting Engineers dated July 3, 2008

 11/20/08  
\_\_\_\_\_  
Jon N. Strange  
R.P.L.S. No. 4417

Revised: November 20, 2008  
Revised July 3, 2008  
Job No.: 586-01  
Date: May 2, 2008  
JNS Consulting Engineers, Inc.  
1717 Park Row, Suite 160  
Houston, Texas 77084  
(713) 973-9139





<b>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>		<b>B. TYPE OF LOAN</b> OMB No. 2502-0265	
1. <input type="checkbox"/> FHA		2. <input type="checkbox"/> FNMA	
4. <input type="checkbox"/> VA		5. <input type="checkbox"/> CONV. INS.	
6. FILE NUMBER: 08301089		7. LOAN NUMBER:	
8. MTG. INS. CASE NO.:			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. NAME OF BORROWER: Fort Bend County			
ADDRESS:			
E. NAME OF SELLER: Phil Lundin		SELLER TIN:	
ADDRESS:			
F. NAME OF LENDER:			
ADDRESS:			
G. PROPERTY LOCATION: 0.2238 acre tract in B.M. George Survey, Abst. 175 Fort Bend County, Texas			
H. SETTLEMENT AGENT: STEWART TITLE COMPANY		CLOSER: MARC LAROCCA	
ADDRESS: 4700 W. SAM HOUSTON PKWY W. HOUSTON, TEXAS 77041		PHONE NUMBER: (713) 627-1310	
PLACE OF SETTLEMENT: STEWART TITLE COMPANY		SETTLEMENT AGENT TIN: 74-0923770	
ADDRESS: 1980 PCST OAK BLVD. HOUSTON, TEXAS 77056		PHONE NUMBER: (713) 625-8702	
		I. SETTLEMENT DATE	
		Closing date:	
		Proration date:	
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	14,625.00	401. Contract sales price	14,625.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	391.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109. Maintenance	to	409. Maintenance	to
110. School/Taxes	to	410. School/Taxes	to
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	15,016.95	420. GROSS AMOUNT DUE TO SELLER:	14,625.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes	to	510. City/town taxes	to
211. County taxes	to	511. County taxes	to
212. Assessments	to	512. Assessments	to
213. School/Taxes	to	513. School/Taxes	to
214.		514. Maintenance	to
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower (line 120)	15,016.95	601. Gross amount due to seller (line 420)	14,625.00
302. Less amounts paid by/for borrower (line 220)		602. Less total reductions in amount due seller (line 520)	
303. CASH [X FROM] [ ] TO BORROWER:	15,016.95	603. CASH [X TO] [ ] FROM SELLER:	14,625.00

File 08301089		L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on \$		0	\$ -		
Division of Commission (line 700) as follows:					
701. \$		to			
702. \$		to			
703. Commission paid at settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.					
801. Loan Origination fee		%			
802. Loan Discount		%			
803. Appraisal fee		to			
804. Credit Report		to			
805. Lender's inspection fee		to			
806. Mortgage Insurance application fee		to			
807. Assumption Fee		to			
808. Commitment Fee		to			
809. FNMA Processing Fee		to			
810. Pictures		to			
811.		to			
812.		to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.					
901. Interest from		to	@ \$	/day	
902. Mortgage insurance premium for		mo. to			
903. Hazard insurance premium for		yrs. to			
904. Flood Insurance		yrs. to			
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard insurance		mo. @ \$		per mo.	
1002. Mortgage insurance		mo. @ \$		per mo.	
1003. City property taxes		mo. @ \$		per mo.	
1004. County property taxes		mo. @ \$		per mo.	
1005. Annual assessments (Maint.)		mo. @ \$		per mo.	
1006. School Property Taxes		mo. @ \$		per mo.	
1007. Water Dist. Prop. Tax		mo. @ \$		per mo.	
1008. Flood Insurance		mo. @ \$		per mo.	
1009. Aggregate Accounting Adjustment					
1100. TITLE CHARGES:					
1101. Settlement or closing fee		to			
1102. Abstract or title search		to			
1103. Title examination		to			
1104. Title insurance binder		to			
1105. Document preparation		to			
1106. Notary fee		to			
1107. Attorney's fee to		to			
(includes above items No.:					
1108. Title insurance		to	STEWART TITLE COMPANY		262.00
(includes above items No.: )					
1109. Lender's coverage		\$			
1110. Owner's coverage	14,625.00	\$	262.00		
1111. Escrow fee		to			
1112. Restrictions		to			
1113. Messenger Fee/Document Delivery		to	STEWART TITLE COMPANY		20.00
1114.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees:	Deed \$	40.00	Mrtg \$	Rel. \$	40.00
1202. City/county tax/stamps:	Deed \$		Mrtg \$		
1203. State tax/stamps:	Deed \$		Mrtg \$		
1204. Tax certificates		to	STEWART TITLE COMPANY		64.95
1205.					
1206. State of Texas Policy Gty Fee		to	STEWART TITLE POLICY GUARANTY FEE		5.00
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey		to			
1302. Pest inspection		to			
1303.		to			
1304.		to			
1305.		to			
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)					391.95

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proration and signifies their understanding that proration were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

\_\_\_\_\_  
Phil Lundin

PURCHASER(S):

FORT BEND COUNTY

By: 

Judge Robert E. Hebert

Fort Bend County Judge 1-13-04

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: \_\_\_\_\_  
Marc LaRocca, Commercial Escrow Officer  
Settlement Agent

\_\_\_\_\_  
Date

WARNING:

It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**WAIVER OF INSPECTION AND DISCLOSURE NOTICE**

RE: Stewart Title of Houston GF No. 08301089;

**Description of Property:**

A 9,750 square foot (0.2238 acre) tract of land located in the B.M. George Survey, Abstract No. 175, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

**THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:**

**1. Waiver of Inspection.**

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND PAYING THE

ADDITIONAL COSTS INVOLVED.

**2. Receipt of Commitment.**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

**3. Survey.**

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS

PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

**4. Arbitration.**

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

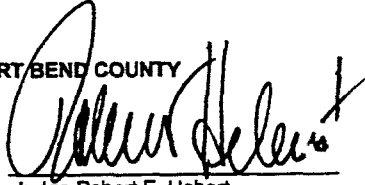
**IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.**

**5. Notice.**

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

**PURCHASER (S):**

FORT BEND COUNTY

By:   
Judge Robert E. Hebert  
Fort Bend County Judge

1-13-09  
Date

## TAX AGREEMENT

Stewart Title Company  
Houston, TX

GF No.: 08301089

**A 9,750 square foot (0.2238 acre) tract of land located in the B.M. George Survey, Abstract No. 175, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.**

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: **FORT BEND COUNTY**

Seller (s):

By:

  
\_\_\_\_\_  
Judge Robert E. Hebert  
Fort Bend County Judge 1-13-09

\_\_\_\_\_  
Phil Lundin

**STEWART TITLE**

**BUYER CORRESPONDENCE INFORMATION FORM**

**GF NO. 08301089**

**All correspondence in connection with this transaction should be addressed to:**

Property Acquisition Services, Inc.      —  
19855 Southwest Freeway, Suite 200      —  
Sugar Land, TX 77479                      —  
281-343-7171                                 —  
mdavis@pascorp.net

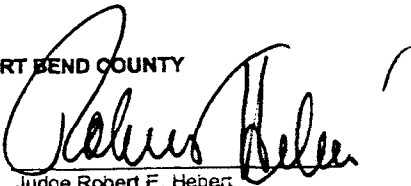
Is this a temporary address?                          
  YES              NO

If YES, please indicate until what date: \_\_\_\_\_

PHONE NUMBER: (    )    -    

E-MAIL ADDRESS: \_\_\_\_\_

FORT BEND COUNTY

By:   
Judge Robert E. Heber  
Fort Bend County Judge

      1-13-09        
Date

MARITAL STATUS AFFIDAVIT

File No.: 08301089

Before me, the undersigned authority, personally appeared Phil Lundin, "Affiant", who being by me duly sworn on his/her oath stated the following: I am competent to make this affidavit, and have personal knowledge that the facts recited herein are true, correct and complete.

My name is \_\_\_\_\_ and I am the owner of the following described property:

Proposed 30 Foot Wide Drainage Fee Strip

A 9,750 square foot (0.2238 acre) tract of land located in the B.M. George Survey, Abstract No. 175, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

I acquired title to the above described property on \_\_\_\_\_ and on that date, I was ( ) single or ( ) married to \_\_\_\_\_.

MARITAL STATUS FROM THE DATE OF ACQUISITION TO DATE OF AFFIDAVIT

- I have remained unmarried since the date of acquisition through the date of this affidavit.
I have remained married to my current spouse from date of acquisition through the date of this affidavit.
I married \_\_\_\_\_ on \_\_\_\_\_ and we have remained married to each other since that date through the date of this affidavit.

- I have been married more than once since the date of acquisition. Details for each marriage follow:
( ) I was married to \_\_\_\_\_ on \_\_\_\_\_, which marriage was terminated by ( ) death ( ) divorce on \_\_\_\_\_.
( ) I was married to \_\_\_\_\_ on \_\_\_\_\_, which marriage was terminated by ( ) death ( ) divorce on \_\_\_\_\_.
( ) I was married to \_\_\_\_\_ on \_\_\_\_\_, which marriage was terminated by ( ) death ( ) divorce on \_\_\_\_\_.

I have no marriages, from and including the date of acquisition up to and including the date of this affidavit, other than those I have disclosed above. I have not made any agreement to be declared married or lived together with another person as if husband and wife, nor represented to others in Texas that we were husband and wife.

Affiant knows that Stewart Title Guaranty Company and STEWART TITLE COMPANY are relying on the statements contained herein to be true and correct, and without the true facts contained herein, it would not issue its title policy.

Phil Lundin Date: \_\_\_\_\_

Sworn to and subscribed before me, the undersigned authority, by Phil Lundin on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the State of Texas My commission expires: \_\_\_\_\_

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING**  
As Required by the Internal Revenue Service

**SOLICITATION**

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart Title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08301089

Taxpayer I.D. No. \_\_\_\_\_

**SELLER'S NAME and MAILING ADDRESS**

Phil Lundin

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

**TRANSACTION INFORMATION**

Closing Date: December \_\_\_\_\_, 2008

**Description of Property:**

A 9,750 square foot (0.2238 acre) tract of land located in the B.M. George Survey, Abstract No. 175, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: \$14,625.00

If multiple Sellers, allocation of sales price amount among the Sellers:

\_\_\_\_\_  
Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? \_\_\_\_\_ (Yes or No)

**CERTIFICATION**

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

**SELLER(S):**

\_\_\_\_\_  
Phil Lundin

\_\_\_\_\_  
Date

**SETTLEMENT AGENT INFORMATION**

Stewart Title - Houston Division  
P. O. Box 1504  
Houston, Texas 77251-1504

Taxpayer I.D. Number 74 0923770

SUBSTITUTE FORM 1099

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION**

RE: Stewart Title of Houston GF No. 08301089

**Description of Property:**

A 9,750 square foot (0.2238 acre) tract of land located in the B.M. George Survey, Abstract No. 175, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared Phil Lundin

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.
2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.
3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following: \_\_\_\_\_
4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except: \_\_\_\_\_
5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except: \_\_\_\_\_
6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for: \_\_\_\_\_
7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The Seller's United States Employer's tax identification number or Social Security Numbers is \_\_\_\_\_. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.
8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.
9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

**SELLER(S):**

\_\_\_\_\_  
Phil Lundin

\_\_\_\_\_  
Date

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this \_\_\_\_\_ day of December, 2008.

\_\_\_\_\_  
Notary Public in and for the State of Texas

H13-09  
5 A, B, C, D

# PUBLISHERS'S AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Seshadri Kumar who being by me duly sworn, deposes and says that he is the publisher of India Herald and that said newspaper meets the requirements of Section 2051.044 of the Texas Government Code, to wit:

1. It devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;
2. It is published at least once each week;
3. It is entered as second-class postal matter in the county where it is published; and
4. It has been published regularly and continuously since 1995.

Publisher further deposes and says that the attached notice was published in said newspaper on the following date (s) to wit:

*Seshadri Kumar* December 24, 2008

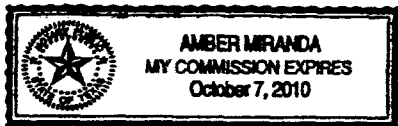
Seshadri Kumar

Publisher

SUBSCRIBED AND SWORN BEFORE ME by Seshadri Kumar who

- (a) Is personally to me, or
- (b) Provided the following evidence to establish his/ her identity,

On this the 5<sup>th</sup> day of January 2009, to certify which witness my hand and seal of office.



*Amber Miranda*  
Notary Public, State of Texas





**Sheikh Hasina**

kill her. Political analysts and diplomats believe it will mark a return to democracy after two years of emergency rule in which many normal rights were suspended.

A stable, democratically elected civilian government could help attract much needed foreign investment and aid to impoverished Bangladesh, an Indian Ocean country with more than 140 million people and a history frequently marked by turmoil.

Previous elections were marred by violence and fraud, though the government says it will make sure this one is peaceful and credible.

Islamist militants tried to kill Hasina twice before, by planting explosives at a meeting venue in 2002 and throwing grenades at a Dhaka rally in 2004. The grenades killed 23 people and wounded around 150. Hasina survived with partial loss of hearing.

Hasina told an election rally on Monday she was not afraid of death, "as I have been haunted by death throughout my life."

Separately, members of the elite Rapid Action Battalion

are freedom of movement for citizens in the far north and allow the return of refugees (HRW) said on Tuesday. The report welfare centres "badly disguised" as NGOs who fled the violence in the north under military guard at these government should stop arbitrarily detaining the northern Vanni region," the report released on Tuesday.


RAB chief Hasan Mahmud Khoandoker told reporters two people were detained when the grenades were seized. One of them was wounded by gunshot, but police gave no further details.

Khaleda supporters staged street protests in Dhaka and other cities, while her Bangladesh Nationalist Party (BNP) called for more protests on Wednesday.

Both Khaleda and Hasina are traveling across the country, speaking at rallies day and night.

Aside from the security details accompanying candidates, Bangladesh has army troops deployed around the country to try to maintain law and order until the vote is over.

Hasina ruled Bangladesh for five years until 2001 while Khaleda served two five-year terms, with her second ending in October 2006.



**STAFFORD MUNICIPAL SCHOOL DISTRICT**

Qualified companies are invited to submit proposals to Stafford Municipal School District for professional development trainings and services, RFP# 2009-0026, at the Stafford MSD administration building conference room in Stafford, Texas before 10:00am local standard time on the 6th day of January, 2009. Bid document can be found on the District's website.

# Legal Notices

**PUBLIC HEARING NOTICE**

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, January 13, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Pine Mill Ranch, Section 3 and Section 4, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk

**PUBLIC HEARING NOTICE**

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, January 13, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Seven Meadows, Section 21, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk

**PUBLIC HEARING NOTICE**

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, January 13, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Cinco Ranch Southwest, Section 1, Section 5, Section 11, Section 14, Section 18 and Cinco Terrace Drive Street Dedication No. 2, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk

**PUBLIC HEARING NOTICE**

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, January 13, 2009 at 1:00 p.m. for acceptance of the revised traffic control plan for Waterside Village Sec. 1, to establish a multi-way stop at the intersection of Mason Road & Morton Road, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk



# Property Acquisition Services, Inc.

January 29, 2009

Jan. 13, 2009

**AGENDA ITEM**

# 32 B

Parcel 17

Paulette Batts  
Executive Assistant  
Fort Bend County Engineering  
1124 Blume Road  
Rosenberg, Texas 77471

**Re: Parcel 17 – Elie & Judy Boukheir**

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - Waiver of Inspection & Disclosure to Owner
  - Tax Agreement
  - Buyer Correspondence Information Form
  - Info for Real Estate 1099-S Report Filing
  - Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

  
Mark Davis  
Project Manager

Enclosures

*Approved as to  
form by County Atty  
Office 2/4/09  
W [Signature]*

2-11-09 COPY  
received

**FORT BEND COUNTY**  
**REQUEST FOR CHECK**

Date Requested: January 29, 2009

Check Needed By: **ASAP**

Fort Bend County P.O. No.: \_\_\_\_\_

Vendor: **Property Acquisition Services, Inc.**

Address: 19855 Southwest Freeways, Suite 200  
Sugar Land, TX 77479  
Office (281) 343-7171

Project Location: Greenbusch

**Payee: Stewart Title Company**

Payee's Address: 1980 Post Oak Blvd., Suite 110  
Houston, TX 77056

Payee's Tax ID/SS #: On File

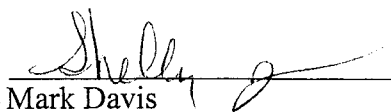
Amount of Check: **\$29,234.95**

Description: **Parcel 17- Elie & Judy Boukheir**  
0.5114 acres, George Cartwright Survey, A149

Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By:

  
\_\_\_\_\_  
Mark Davis

WARRANTY DEED

THE STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§ KNOW ALL MEN BY THESE PRESENTS  
§

THAT THE UNDERSIGNED, **ELIE A. BOUKHEIR and wife, JUDY L. BOUKHEIR**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of TWENTY EIGHT THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$28,450.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable

environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (except as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS', 'WHERE IS', and 'WITH ALL FAULTS'. Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
By: Elie A. Boukheir

\_\_\_\_\_  
By: Judy L. Boukheir

Acknowledgement

STATE OF TEXAS

COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me in the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Elie A. Boukheir and wife, Judy L. Boukheir.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

\_\_\_\_\_  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

\_\_\_\_\_

**EXHIBIT "A"****PARCEL 17**

DESCRIPTION OF A TRACT OF LAND CONTAINING  
0.5114 ACRE (22,275 SQUARE FEET) SITUATED IN THE  
GEORGE CARTWRIGHT SURVEY, ABSTRACT NUMBER 149,  
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.5114 acre (22,275 square feet) of land situated in the George Cartwright Survey, Abstract Number 149, Fort Bend County, Texas, and being out of the following documents: a called 6.696-acre tract as conveyed unto Elie A. Boukeir and Judy L. Boukheir by deed recorded under County Clerk's File No. 2001029594 dated April 9, 2001 of the Official Public Records of Real Property of Fort Bend County, Texas, a called 1.00-acre tract as conveyed unto Elie A. Boukeir and Judy L. Boukheir by deed recorded under County Clerk's File No. 2002081213 dated July 26, 2002 and a called 1.00-acre tract as conveyed unto Elie Boukeir and Judy Boukheir by deed recorded under County Clerk's File No. 2002031113 dated March 27, 2002 of the Official Public Records of Real Property of Fort Bend County, Texas. Said 0.5114-acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

**COMMENCING FOR REFERENCE** at a 5/8-inch iron rod found in the centerline of Greenbusch Road (width varies) for the east corner of the George Cartwright Survey;

THENCE, North 47° 07' 47" West along said centerline of Greenbusch Road and the northeasterly line of said George Cartwright Survey, a distance of 728.46 feet to a point for a easterly corner of said 6.696-acre tract and for a northerly corner of a certain tract conveyed unto Cynthia Schatte by deed recorded under County Clerk's File No. 2007064346 of the Official Public Records of Real Property of Fort Bend County, Texas, for the east corner of said tract herein described and for the **POINT OF BEGINNING**;

THENCE, South 42° 52' 53" West, with the southeasterly line of said 6.696-acre tract and the northwesterly line of said Schatte tract, at a distance of 29.66 feet pass a found 1/2-inch iron pipe located in the southwesterly right-of-way line of said Greenbusch Road as monumented, and continuing, in all, a distance of 50.00 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" for the south corner of said tract herein described;

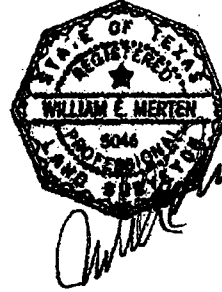
THENCE, North 47° 07' 47" West, a distance of 445.50 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the northwesterly line of said 1.00-acre tract (dated March 27, 2002) and the southeasterly line of a called 4.3-acre tract as conveyed unto Martin Ernst Haskett by deed recorded in Volume 599, Page 881 dated September 12, 1973 of the Fort Bend County Deed Records, for the west corner of said tract herein described;

THENCE, North 42° 52' 53" East with the northwesterly line of said 1.00-acre tract (dated March 27, 2002) and the southeasterly line of said 4.3-acre tract, at a distance of 20.83 feet pass a found punch hole located in the southwesterly right-of-way line of said Greenbusch Road and continuing, in all, a distance of 50.00 feet to a point in the centerline of said Greenbusch Road, in the northeasterly line of said George Cartwright Survey and for the north corner of said tract herein described;

THENCE, South 47° 07' 47" East along the centerline of said Greenbusch Road and the northwesterly line of said George Cartwright Survey, a distance of 445.50 feet to the **POINT OF BEGINNING** and containing 0.5114 acre (22,275 square feet) of land.

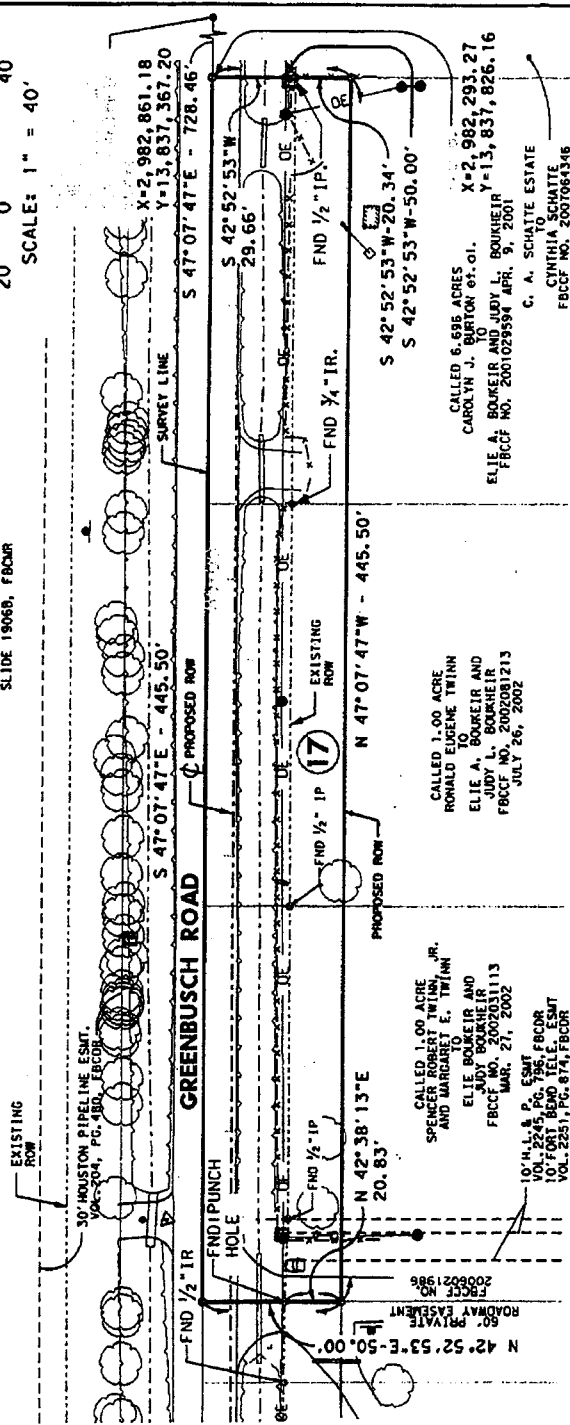
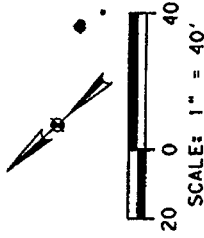
**COBB, FENDLEY & ASSOCIATES, INC.**  
13430 Northwest Freeway, Suite 1100  
Houston, Texas 77040  
Phone: 713-462-3242

Job No. 0412-005-02  
May 9, 2008  
Rev. June 16, 2008  
Rev. January 21, 2009



**I. & G.N.R.R. CO. SURVEY NO. 2, A-268**

RESTRICTED RESERVE "E" LAKE FRONT ESTATES SLIDE 1906B, F&OR



10.41 A. P. ESMT  
VOL. 224, PG. 795, F&OR  
VOL. 225, PG. 874, F&OR

86' PRIVATE ROADWAY EASEMENT  
F&OR NO. 200802198

CALLLED 1.00 ACRE  
SPENCER ROBERT TWINN, JR.  
AND MARGARET E. TWINN

ELIE A. BOURKEIR AND  
JUDY BOURKEIR  
FBCCF NO. 200203113  
MAR. 27, 2002

CALLLED 1.00 ACRE  
RONALD EUGENE TWINN  
TO  
ELIE A. BOURKEIR AND  
JUDY BOURKEIR  
FBCCF NO. 200203113  
JULY 26, 2002

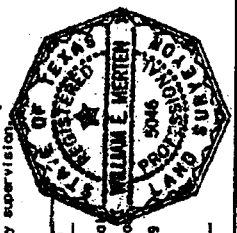
CALLLED 6.69 ACRES  
CAROLYN J. BARTON 61-01. X=2,982,293.27  
Y=13,837,367.20

ELIE A. BOURKEIR AND JUDY L. BOURKEIR  
FBCCF NO. 2001029594 APR. 9, 2001

C. A. SCHATTE ESTATE  
CYNTHIA SCHATTE  
FBCCF NO. 2007081546  
MAY 29, 2007

**GEORGE W. CARTWRIGHT  
SURVEY A-149**

William E. Merten, A Registered Professional Land Surveyor, hereby certifies that this plat is a true and correct copy of the original description of the land surveyed, and that the survey was made on the ground under my supervision.



*William E. Merten*  
William E. Merten  
Registered Professional  
Land Surveyor  
No. 3046-3106  
REVISED 1 JAN 21, 2009  
*Jan 21, 2009*

EXISTING ACREAGE	8.696	ROW TAKING ACRE / 50 FT	0.5114 / 22.275	REMAINING ACREAGE	8.1846
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REV. NO.	DESCRIPTION	DATE	APP.
2	GEOMETRY OF PARCEL	01-21-2009	
1	NAME CORRECTION	08-16-2008	

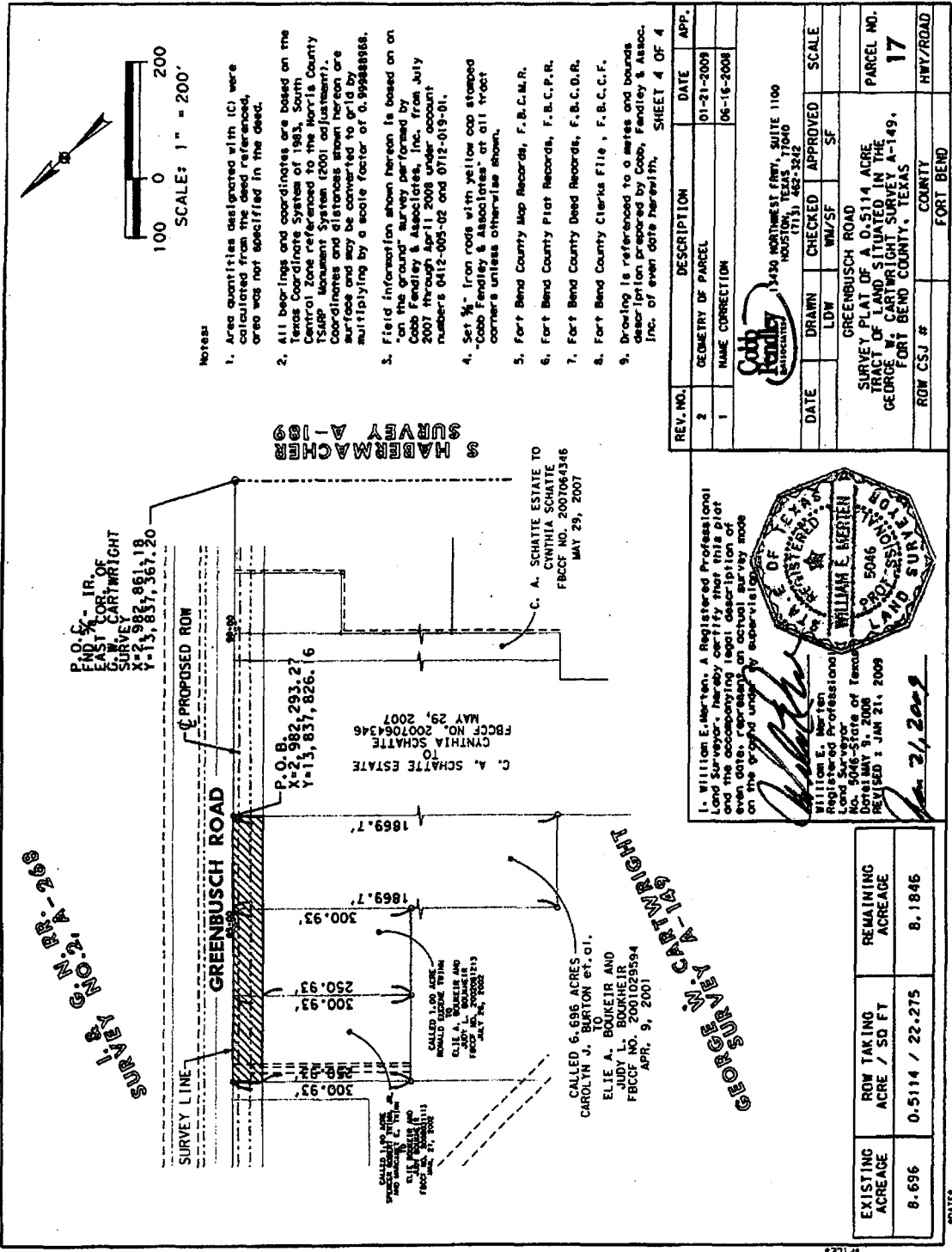
DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

TRACT OF LAND SITUATED IN THE GEORGE W. CARTWRIGHT SURVEY A-149, FORT BEND COUNTY, TEXAS	PARCEL NO. 17
ROW CSJ #	COUNTY
	FORT BEND

13430 NORTHWEST FRWT, SUITE 1100  
HOUSTON, TEXAS 77040  
11131 462-3242

NOTES



- Notes:**
- Area quantities designated with (C) were calculated from the deed referenced, area was not specified in the deed.
  - All bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone referenced to the Harris County T&EP Monument System (2001 adjustment). Coordinates and distances shown hereon are surface and may be converted to grid by multiplying by a scale factor of 0.999888988.
  - Field information shown hereon is based on an "on the ground" survey performed by Cobb Fendley & Associates, Inc. from July 2007 through April 2008 under account numbers 0412-005-02 and 0712-019-01.
  - Set 3/4" iron rods with yellow cap stamped "Cobb Fendley & Associates" at all tract corners unless otherwise shown.
  - Fort Bend County Map Records, F.B.C.M.R.
  - Fort Bend County Plat Records, F.B.C.P.R.
  - Fort Bend County Deed Records, F.B.C.D.R.
  - Fort Bend County Clerks File, F.B.C.C.F.
  - Drawing is referenced to a notes and bounds description prepared by Cobb, Fendley & Assoc. Inc. of even date herewith, SHEET 4 OF 4

REV. NO.	DESCRIPTION	DATE	APP.
2	GEOMETRY OF PARCEL	01-21-2009	
1	NAME CORRECTION	06-16-2008	

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	VM/SF	SF	SF

1330 NORTHWEST HWY, SUITE 1100  
 HOUSTON, TEXAS 77040  
 (713) 462-3242

**Cobb Fendley & Associates**

GREENBUSCH ROAD  
 SURVEY PLAT OF A 0.5114 ACRE TRACT OF LAND SITUATED IN THE GEORGE W. CARTWRIGHT SURVEY A-149, FORT BEND COUNTY, TEXAS

ROW CSJ # COUNTY FORT BEND HWY/ROAD

PARCEL NO. 17

I, William E. Marten, a Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

*William E. Marten*  
 William E. Marten  
 Registered Professional  
 Land Surveyor  
 No. 4046-State of Texas  
 Dated May 9, 2008  
 REVISED: JAN 21, 2009  
 May 21, 2009

**STATE OF TEXAS**  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 WILLIAM E. MERTEN  
 4046

EXISTING ACREAGE	ROW TAKING ACRE / 50 FT	REMAINING ACREAGE
8.696	0.5114 / 22.275	8.1846

<b>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>		<b>B. TYPE OF LOAN</b> OMB No. 2502-0265	
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FMHA 3. <input type="checkbox"/> CONV. UNINS.		4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.	
6. FILE NUMBER: 08300625		7. LOAN NUMBER:	
8. MTG. INS. CASE NO.:			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. NAME OF BORROWER: Fort Bend County			
ADDRESS:			
E. NAME OF SELLER: Elie A. Boukheir, Judy L. Boukheir			
ADDRESS: 2302 Greenbusch Road, Katy, Texas 77494		SELLER TIN:	
F. NAME OF LENDER:			
ADDRESS:			
G. PROPERTY LOCATION: 0.5114 ac G. Cartwright Survey, Abstract No. 149 Fort Bend county, Texas Parcel 17			
H. SETTLEMENT AGENT: STEWART TITLE COMPANY		CLOSER: MARC LAROCCA	
ADDRESS: 4700 W. SAM HOUSTON PKWY N. HOUSTON, TEXAS 77041		PHONE NUMBER: (713) 627-1310	
PLACE OF SETTLEMENT: STEWART TITLE COMPANY		PHONE NUMBER: (713) 625-8702	
ADDRESS: 1980 POST OAK BLVD. HOUSTON, TEXAS 77056		I. SETTLEMENT DATE Closing date: Proration date:	
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	28,450.00	401. Contract sales price	28,450.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	784.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	29,234.95	420. GROSS AMOUNT DUE TO SELLER:	28,450.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	29,234.95	601. Gross amount due to seller(line 420)	28,450.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [ ] TO] BORROWER:	29,234.95	603. CASH [X TO] [ ] FROM] SELLER:	28,450.00

File 08300625		L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on \$	@	% =			
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.					
801. Loan Origination fee	%				
802. Loan Discount	%				
803. Appraisal fee	to				
804. Credit Report	to				
805. Lender's inspection fee	to				
806. Mortgage Insurance application fee	to				
807. Assumption Fee	to				
808. Commitment Fee	to				
809. FNMA Processing Fee	to				
810. Pictures	to				
811.	to				
812.	to				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.					
901. Interest from	to	@ \$	/day		
902. Mortgage insurance premium for	mo. to				
903. Hazard insurance premium for	yrs. to				
904. Flood Insurance	yrs. to				
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	mo. @ \$		per mo.		
1002. Mortgage insurance	mo. @ \$		per mo.		
1003. City property taxes	mo. @ \$		per mo.		
1004. County property taxes	mo. @ \$		per mo.		
1005. Annual assessments (Maint.)	mo. @ \$		per mo.		
1006. School Property Taxes	mo. @ \$		per mo.		
1007. Water Dist. Prop. Tax	mo. @ \$		per mo.		
1008. Flood Insurance	mo. @ \$		per mo.		
1009. Aggregate Accounting Adjustment					
1100. TITLE CHARGES:					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to	STEWART TITLE COMPANY		150.00	
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to	John K. Tyler		100.00	
1106. Notary fee	to				
1107. Attorney's fee to	to				
(includes above items No.:					
1108. Title insurance	to	STEWART TITLE COMPANY		355.00	
(includes above items No.:					
1109. Lender's coverage	\$				
1110. Owner's coverage	28,450.00	\$	355.00		
1111. Escrow fee	to				
1112. Restrictions	to				
1113. Messenger Fee/Document Delivery	to	STEWART TITLE COMPANY		20.00	
1114.	to				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees:	Deed \$ 40.00	Mrtg \$	Rel. \$ 50.00	90.00	
1202. City/county tax/stamps:	Deed \$	Mrtg \$			
1203. State tax/stamps:	Deed \$	Mrtg \$			
1204. Tax certificates	to	STEWART TITLE COMPANY		64.95	
1205.	to				
1206. State of Texas Policy Gty Fee	to	STEWART TITLE POLICY GUARANTY FEE		5.00	
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest inspection	to				
1303.	to				
1304.	to				
1305.	to				
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)				784.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Sellers

Settlement Agent

Date

**SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE**

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

**CERTIFICATION**

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

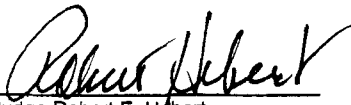
**SELLER(S):**

By: \_\_\_\_\_  
Elie A. Boukheir

By: \_\_\_\_\_  
Judy L. Boukheir

**PURCHASER (S):**

**FORT BEND COUNTY**

By:   
\_\_\_\_\_  
Judge Robert E. Hebert  
Fort Bend County Judge  
2/6/09

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

**STEWART TITLE OF HOUSTON**

By: \_\_\_\_\_  
Marc LaRocca, Commercial Escrow Officer  
Settlement Agent

Date \_\_\_\_\_

**WARNING:**

It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

## WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300625;

**Brief Description of Property:** 0.5114 acres of land, more or less, out of the G.W. Cartwright Survey, Abstract No. 149 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

### **THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:**

#### **1. Waiver of Inspection.**

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND PAYING THE ADDITIONAL COSTS INVOLVED.

#### **2. Receipt of Commitment.**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

#### **3. Survey.**

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

#### **4. Arbitration.**

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

**IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.**

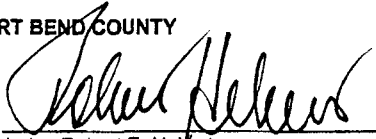
**5. Notice.**

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of February, 6, 2009.

**FORT BEND COUNTY**

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

  
Judge Robert E. Hebert  
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company  
Houston, Texas

GF No.: 08300625 – Parcel 17

**Brief Description of Property:** 0.5114 acres of land, more or less, out of the G.W. Cartwright Survey, Abstract No. 149 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

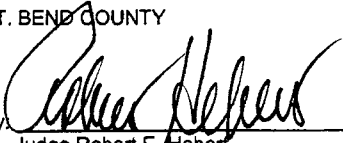
By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer:

Seller(s):

FT. BEND COUNTY

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

Judge Robert E. Hebert,

Fort Bend County Judge

2/6/09

By: \_\_\_\_\_  
Elie A. Boukheir

By: \_\_\_\_\_  
Judy L. Boukheir



41/LaRocca

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING**

As Required by the Internal Revenue Service

**SOLICITATION**

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300625

Taxpayer I. D. No. \_\_\_\_\_

**SELLER'S NAME and MAILING ADDRESS**

Judy L. and Elie A. Boukheir

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

**TRANSACTION INFORMATION**

Closing Date: \_\_\_\_\_, \_\_\_\_\_, 2009

**Brief Description of Property:** 0.5114 acres of land, more or less, out of the G.W. Cartwright Survey, Abstract No. 149 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

**Contract Sales Price:** \$28,450.00

If multiple Sellers, allocation of sales price amount among the Sellers:

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? \_\_\_\_\_ (Yes or No)

**CERTIFICATION**

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: \_\_\_\_\_  
Elie A. Boukheir

By: \_\_\_\_\_  
Judy L. Boukheir

**AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION**

RE: Stewart Title of Houston GF No. 08300625

**Brief Description of Property:** 0.5114 acres of land, more or less, out of the G.W. Cartwright Survey, Abstract No. 149 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared  
Judy L. and Elie A. Boukheir  
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.
2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.
3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:\_\_\_\_\_.
4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:\_\_\_\_\_.
5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:\_\_\_\_\_.
6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:\_\_\_\_\_.
7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** \_\_\_\_\_. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.
8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.
9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

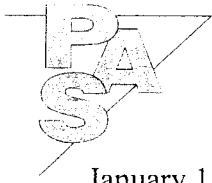
IN WITNESS WHEREOF I/we have signed my/our name(s):

By: \_\_\_\_\_  
Elie A. Boukheir

By: \_\_\_\_\_  
Judy L. Boukheir

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas



# Property Acquisition Services, Inc.

January 16, 2009

*Court Date*  
Jan. 13, 2009

*Parcel 20*  
*A, B*

**AGENDA ITEM**  
#32B

Paulette Batts  
Executive Assistant  
Fort Bend County Engineering  
1124 Blume Road  
Rosenberg, Texas 77471

**Re: Greenbusch Project - Parcel 20A&B - Enstor Katy Storage and Transportation, LP**

Dear Ms. Batts:

**I am resubmitting this packet per Mark Davis' instructions. The original request was submitted 11/24/08 after being approved in court on 10/14/08.**


Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - Waiver of Inspection & Disclosure to Owner
  - Tax Agreement
  - Buyer Correspondence Information Form
  - Info for Real Estate 1099-S Report Filing
  - Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

  
Shelly Johnson

Enclosures

*Approved as*  
*to form by County*  
*Attys office*  
*1/27/09*  
*W#V*

*1-30-09 Copy received*

**FORT BEND COUNTY**  
**REQUEST FOR CHECK**

Date Requested: November 24, 2008

Check Needed By: **ASAP**

Fort Bend County P.O. No.: \_\_\_\_\_

Vendor: **Property Acquisition Services, Inc.**

Address: 19855 Southwest Freeways, Suite 200  
Sugar Land, TX 77479  
Office (281) 343-7171

---

Project Location: Greenbusch

**Payee: Stewart Title Company**

Payee's Address: 1980 Post Oak Blvd., Suite 110  
Houston, TX 77056

Payee's Tax ID/SS #: On File

Amount of Check: **\$28,315.95**

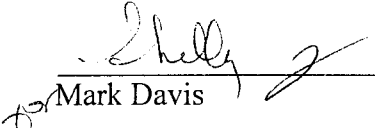
Description: **Parcel 20A&B-** Enstor Katy Storage and  
Transportation, LP  
0.6385 acres, S. Habermacher Svy, A189

Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

---

Requested By:

  
for Mark Davis

WARRANTY DEED

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

THAT THE UNDERSIGNED, ENSTOR KATY STORAGE AND TRANSPORTATION, L.P., hereinafter called "Grantor", whether one or more, for an in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee the surface estate of real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vi) any and all rights and interests of Grantor in and to any surface leases covering all or any portion of said real property; and (vii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to the surface estate of said real property; SAVE AND EXCEPT, and Grantor hereby RESERVES unto itself, (x) any and all mineral rights, titles, estates and interests relating to said real property (present or reversionary), (y) any and all rights, titles and interests of Grantor to lay, maintain, operate and remove pipelines on said real property and underground appurtenances incidental thereto, and (z) the exclusive right to use said real property to inject, store and withdraw gaseous and/or liquid substances in subsurface formations located, in whole or in part, in, on or beneath the surface of said real property and all rights incidental thereto (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (vii) above, excepting those rights, titles, estates and interests reserved unto Grantor, are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, conditions, and easements, if any, relating to the hereinabove described Property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the Property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described Property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Grantor hereby specifically disclaims any and all warranty, guaranty or representation, oral or written, implied, express or statutory, past, present or future, of, as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express, implied, arising by operation of law or otherwise, including, but not limited to, any warranty of condition, title (except as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied and statutory warranties being hereby expressly disclaimed.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Enstor Katy Storage and Transportation, L.P.**

By: Enstor Operating Company, LLC,  
its general partner

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Acknowledgement

STATE OF TEXAS

COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me in the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, the \_\_\_\_\_ of Enstor Operating Company, LLC, the general partner of Enstor Katy Storage and Transportation, L.P., a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

\_\_\_\_\_

**After recording please return to:**  
Property Acquisition Services, Inc.  
19855 Southwest Freeway., Suite 200  
Sugar Land, TX 77479

# EXHIBIT "A"

AS PER ORIGINAL

## PARCEL 20A

DESCRIPTION OF A TRACT OF LAND CONTAINING  
0.4411 ACRE (19,215 SQUARE FEET) SITUATED IN THE  
STEPHAN HABERMACHER SURVEY, ABSTRACT NUMBER 189,  
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.4411 acre (19,215 square feet) of land situated in the Stephan Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of the remainder of a 80.707-acre tract as conveyed unto Western Gas Resources Storage, Inc., by deed recorded in Volume 2487, Page 1138 dated January 29, 1993 of the Fort Bend County Deed Records. Said 0.4411-acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

**COMMENCING FOR REFERENCE** at a 5/8-inch iron rod found in the centerline of Greenbusch Road (width varies) for the north corner of said Habermacher Survey, Abstract Number 189, marking the northerly corner of the remainder of said 82.707-acre tract and the easterly corner of a called 10.218-acre tract as conveyed unto International Church of the Foursquare Gospel by deed recorded under County Clerk's File No. 2004090831 dated July 2, 2004 of the Fort Bend County Deed Records;

THENCE, South 42° 32' 06" West, with a northwesterly line of the remainder of said 81.707-acre tract and the southeasterly line of said 10.218-acre tract, a distance of 30.00 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the southwesterly right-of-way line of said Greenbusch Road as monumented, for the north corner of said tract herein described and for the **POINT OF BEGINNING**;

THENCE, South 47° 14' 49" East with the southwesterly right-of-way line of said Greenbusch Road, a distance of 960.30 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in a southeasterly line of the remainder of said 81.707-acre tract, for the northerly corner of Restricted Reserve "C" of Western Gas Resources, Inc., Katy Facility, a subdivision plat recorded in Slide NO. 1221A of the Fort Bend County Map Records and marking the easterly corner of the tract herein described;

THENCE, South 42° 59' 37" West, with a southeasterly line of the remainder of said 81.707-acre tract and the northwesterly line of said Restricted Reserve "C", a distance of 20.14 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" for the southerly corner of said tract herein described;

THENCE, North 47° 10' 32" West, a distance of 109.83 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" marking an angle point;

THENCE, North 47° 14' 49" West, a distance of 850.48 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" marking an angle point;

THENCE, North 47° 07' 47" West, a distance of 0.15 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the northwesterly line of the remainder of said 82.707-acre tract and the southeasterly line of said 10.218-acre tract for the west corner of said tract herein described;

THENCE North 42° 59' 37" East with the northwesterly line of the remainder of said 82.707-acre tract and the southeasterly line of said 10.218-acre tract, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.4411 acre (19,215 square feet) of land.

**COBB, FENDLEY & ASSOCIATES, INC.**

13430 Northwest Freeway, Suite 1100

Houston, Texas 77040

Phone: 713-462-3242

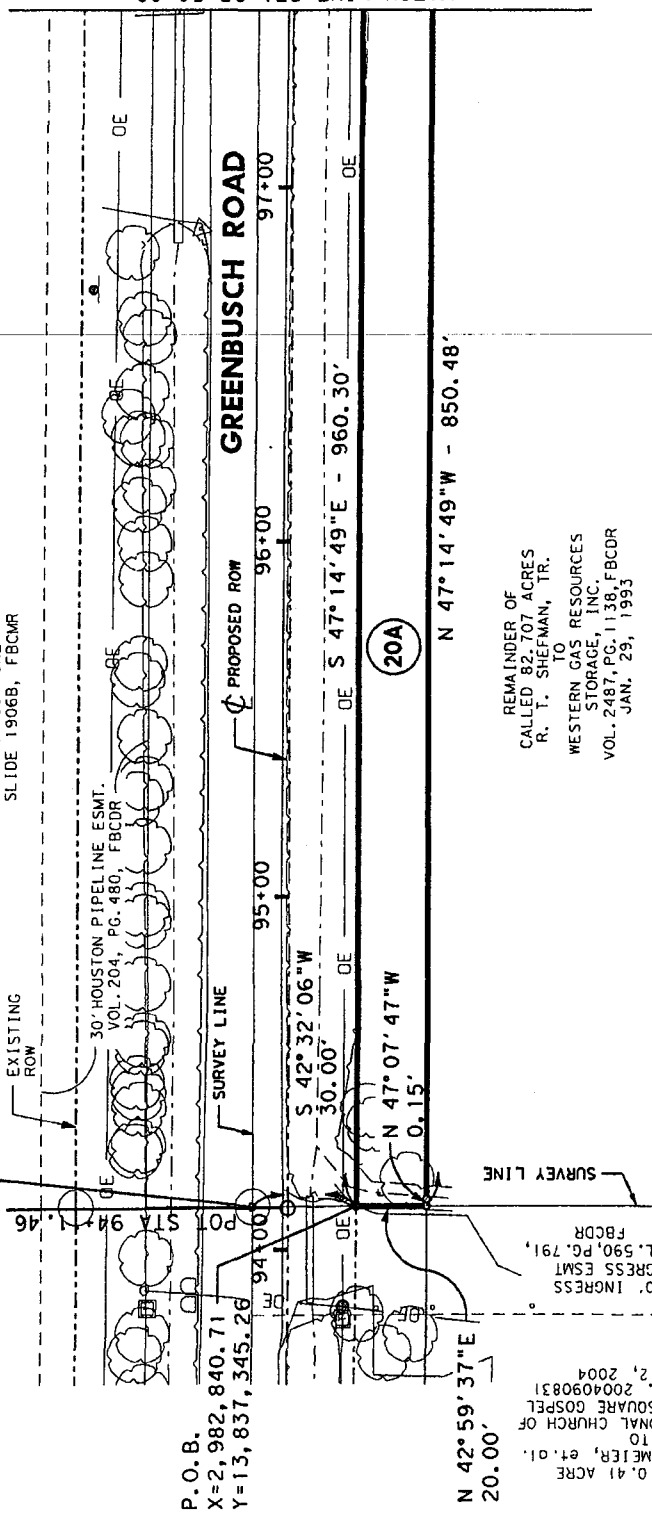
Job No. 0412-005-02

May 9, 2008



# I. & G.N.R.R. CO. SURVEY NO 2, A-268

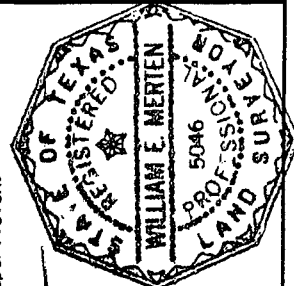
P.O.C.  
 FND 5/8" IR.  
 WEST COR. I. & G.N.R.R. CO.  
 SURVEY NO. 3, A-262 IN THE  
 N.E. LINE STEPHEN HABERMACHER  
 SURVEY, A-189  
 X=2,982,861.52  
 Y=13,837,366.89  
 RESTRICTED  
 RESERVE "E"  
 LAKE POINTE ESTATES  
 SECTION ONE  
 SLIDE 1906B, FBCDR



# S. HABERMACHER SURVEY A-189

REMAINDER OF  
 CALLED 82.707 ACRES  
 R. T. SHEFMAN, TR.  
 TO  
 WESTERN GAS RESOURCES  
 STORAGE, INC.  
 VOL. 2487, PG. 1138, FBCDR  
 JAN. 29, 1993

I. William E. Merten, A Registered Professional  
 Land Surveyor, hereby certify that this plat  
 and the accompanying legal description of  
 even date, represent an actual survey made  
 on the ground under my supervision.



*William E. Merten*  
 William E. Merten  
 Registered Professional  
 Land Surveyor  
 No. 5046 - State of Texas  
 Date: MAY 9 2008

EXISTING ACREAGE	ROW TAKING ACRE / SO FT	REMAINING ACREAGE
64.875	0.4411 / 19.215(A)	64.2365
	0.1974 / 8.599(B)	

REV. NO.	DESCRIPTION	DATE	APP.

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LOW	MM/SF	SF	

Cobb Fendley & ASSOCIATES  
 13430 NORTHWEST FRWY, SUITE 1100  
 HOUSTON, TEXAS 77040  
 (713) 462-3242

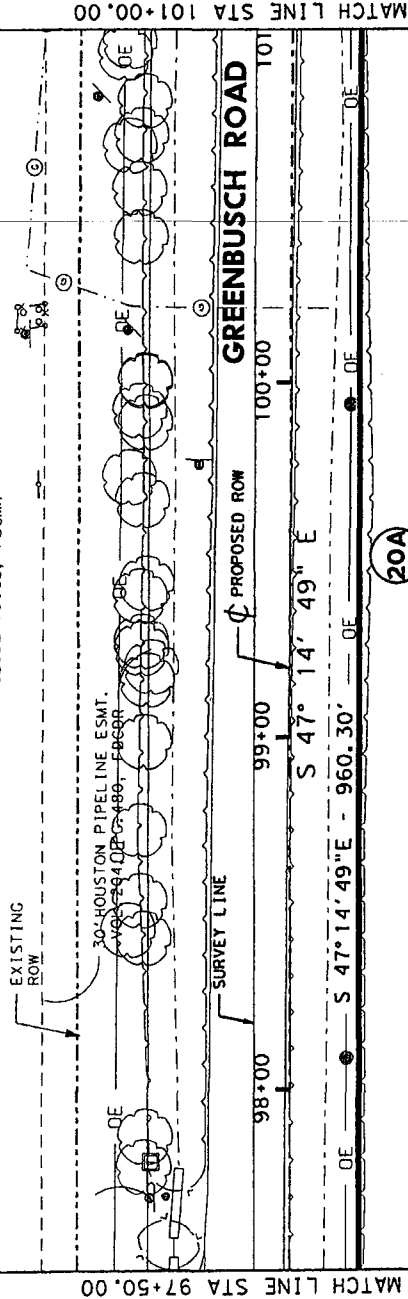
GREENBUSCH ROAD  
 SURVEY PLAT OF A 0.4411 ACRE  
 TRACT OF LAND SITUATED IN THE GEORGE W.  
 CARTWRIGHT SURVEY A-149,  
 FORT BEND COUNTY, TEXAS.

ROW CSJ # COUNTY FORT BEND  
 FORT BEND

PARCEL NO. 20A  
 HWY/ROAD

# I. & G.N.R.R. CO. SURVEY 2, A-268

RESTRICTED  
RESERVE "E"  
LAKE POINTE ESTATES  
SECTION ONE  
SLIDE 19068, FBCMR

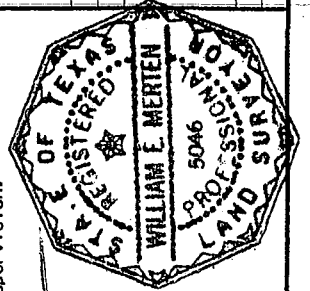


REMAINDER OF  
CALLED 82.707 ACRES  
R. T. SHEPMAN, TR.  
TO  
WESTERN GAS RESOURCES  
STORAGE, INC.  
VOL. 2487, PG. 1138, FBCOR  
JAN. 29, 1993

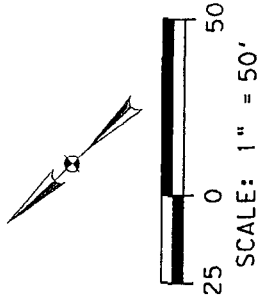
# S. HABERMACHER SURVEY A-189

I, William E. Merten, a Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

*William E. Merten*  
William E. Merten  
Registered Professional  
Land Surveyor  
No. 5046 - State of Texas  
Date: MAY 9 2008



EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
64.875	0.4411 / 19,215(A) 0.1974 / 8,599(B)	64.2365



SHEET 4 OF 6

REV. NO.	DESCRIPTION	DATE	APP.

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

Cobb Hendley ASSOCIATES  
13430 NORTHWEST FERRY, SUITE 1100  
HOUSTON, TEXAS 77040  
(713) 462-3242

GREENBUSCH ROAD  
SURVEY PLAT OF A 0.4411 ACRE  
TRACT OF LAND SITUATED IN THE GEORGE W.  
CARTWRIGHT SURVEY A-149,  
FORT BEND COUNTY, TEXAS.

ROW CSJ # \_\_\_\_\_ COUNTY FORT BEND  
Hwy/ROAD \_\_\_\_\_

PARCEL NO. **20A**

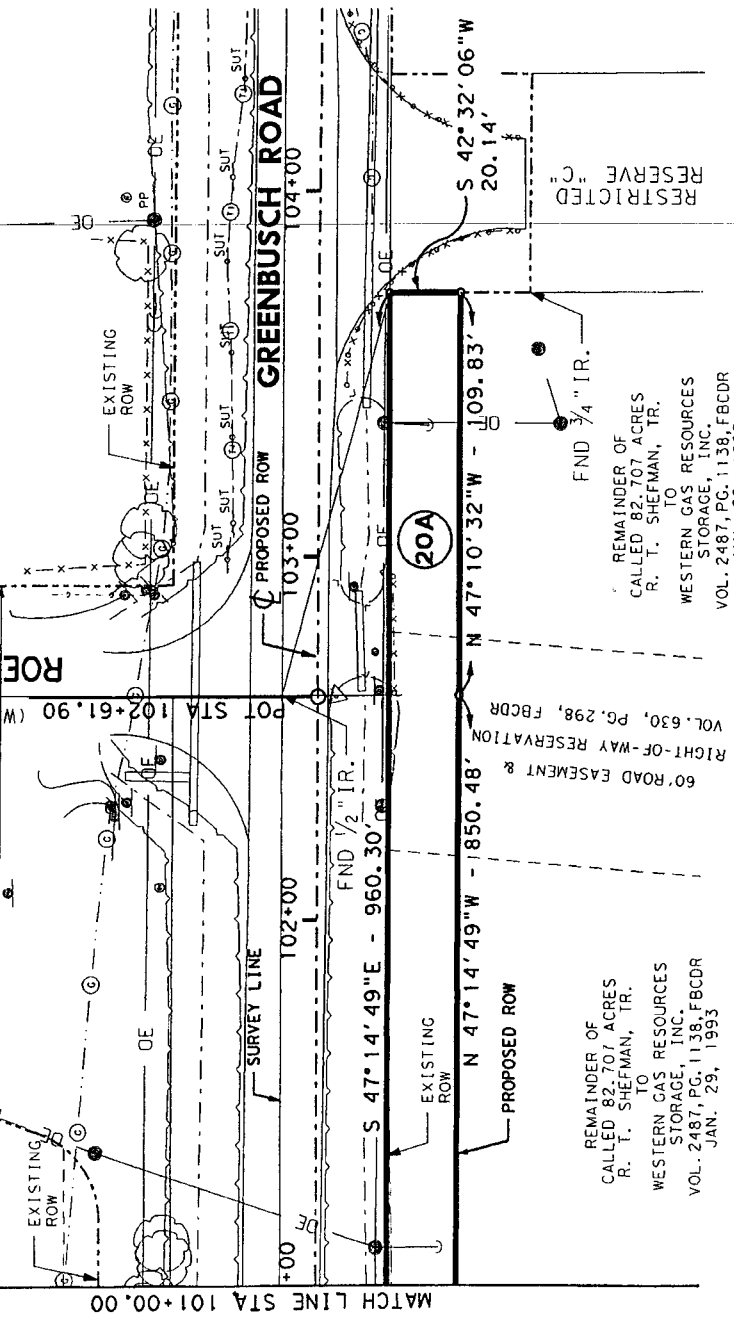
I. & G.N.R.R. CO. SURVEY 2, A-268  
 I. & G.N.R.R. CO. SURVEY 3, A-262

RESTRICTED RESERVE "E"  
 LAKE POINTE ESTATES SECTION ONE  
 SLIDE 1906B, FBCMR

ROESNER ROAD  
 POT STA 102+61.90 (WIDTH VARIES)

ROW WIDTH VARIES

REMAINDER OF CALLED 156.31 ACRES  
 MARTIN J. ROESNER, et. al.  
 TO  
 EARL H. ROESNER  
 VOL. 316, PG. 547, FBCDR  
 OCT. 1, 1953



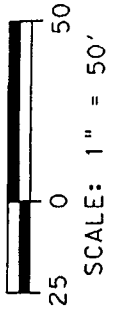
REMAINDER OF CALLED 82.701 ACRES  
 R. T. SHEFMAN, TR.  
 TO  
 WESTERN GAS RESOURCES STORAGE, INC.  
 VOL. 2487, PG. 1138, FBCDR  
 JAN. 29, 1993

S. HABERMACHER SURVEY A-189

60' ROAD EASEMENT & RIGHT-OF-WAY RESERVATION  
 VOL. 630, PG. 298, FBCDR

RESTRICTED RESERVE "C"

REMAINDER OF CALLED 82.707 ACRES  
 R. T. SHEFMAN, TR.  
 TO  
 WESTERN GAS RESOURCES STORAGE, INC.  
 VOL. 2487, PG. 1138, FBCDR  
 JAN. 29, 1993



SHEET 5 OF 6

REV. NO.	DESCRIPTION	DATE	APP.

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW			SF

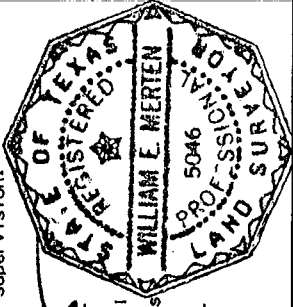
13430 NORTHWEST FRWY, SUITE 1100  
 HOUSTON, TEXAS 77040  
 (713) 462-3242

GREENBUSCH ROAD  
 SURVEY PLAT OF A 0.4411 ACRE  
 TRACT OF LAND SITUATED IN THE GEORGE W.  
 CARTWRIGHT SURVEY A-149,  
 FORT BEND COUNTY, TEXAS

ROW CSJ #      COUNTY      FORT BEND  
 HWY/ROAD

PARCEL NO. **20A**

I, William E. Merten, a Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.



*William E. Merten*  
 William E. Merten  
 Registered Professional  
 Land Surveyor  
 No. 5046 - State of Texas  
 Date: MAY 9 2008

EXISTING ACREAGE	ROW TAKING ACRE / SO FT	REMAINING ACREAGE
64.875	0.4411 / 19.215(A) 0.1974 / 8.599(B)	64.2365

**I. & G.N.R.R. CO. SURVEY NO. 2, A-268**

P.O. C. IR. I. & G.N.R.R. CO.  
WEST COR. SURVEY NO. 3, A-262 IN THE  
N.E. 1/4 LINE STEPHEN HABERMACHER  
SURVEY A-189  
X-2, 982, 861.52  
Y-13, 837, 366.89

**I. & G.N.R.R. CO. SURVEY NO. 3, A-262**

**GREENBUSCH ROAD**

REMAINDER OF  
CALLED 82.707 ACRES  
R. T. SHEEFMAN  
TO  
WESTERN GAS RESOURCES  
STORAGE, INC.  
VOL. 2487, PG. 1138, FBCDR  
JAN. 29, 1993

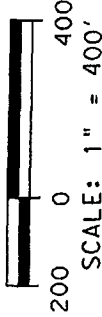
P.O. B.  
X-2, 982, 840.71  
Y-13, 837, 345.26

**S. HABERMACHER SURVEY A-189**


REMAINDER OF  
CALLED 82.707 ACRES  
R. T. SHEEFMAN  
TO  
WESTERN GAS RESOURCES  
STORAGE, INC.  
VOL. 2487, PG. 1138, FBCDR  
JAN. 29, 1993

**Notes:**

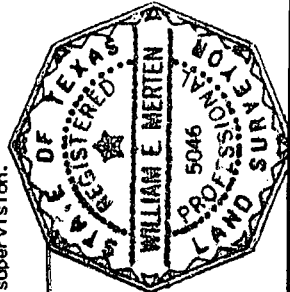
1. Area quantities designated with (C) were calculated from the deed referenced, area was not specified in the deed.
2. All bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone referenced to the Harris County TSARP Monument System (2001 adjustment). Coordinates and distances shown hereon are surface and may be converted to grid by multiplying by a scale factor of 0.999888968.
3. Field information shown hereon is based on an "on the ground" survey performed by Cobb Fendley & Associates, Inc. from July 2007 through April 2008 under account numbers 0412-005-02 and 0712-019-01.
4. Set 3/4" iron rods with yellow cap stamped "Cobb Fendley & Associates" at all tract corners unless otherwise shown.
5. Fort Bend County Map Records, F. B. C. M. R.
6. Fort Bend County Plat Records, F. B. C. P. R.
7. Fort Bend County Deed Records, F. B. C. D. R.
8. Fort Bend County Clerks File, F. B. C. C. F.
9. Drawing is referenced to a meter and bounds description prepared by Cobb, Fendley & Assoc. Inc. of even date herewith.



SHEET 6 OF 6

REV. NO.	DESCRIPTION	DATE	APP.
	 13430 NORTHWEST FRWY, SUITE 1100 HOUSTON, TEXAS 77040 (713) 462-3242		
DATE	DRAWN	CHECKED	APPROVED
	LDW	WM/SF	SF
			SCALE
	GREENBUSCH ROAD		
	SURVEY PLAT OF A 0.4411 ACRE TRACT OF LAND SITUATED IN THE S. HABERMACHER SURVEY A-189, FORT BEND COUNTY, TEXAS		PARCEL NO.
			<b>20A</b>
	ROW CSJ #	COUNTY	HWY/ROAD
		FORT BEND	

I, William E. Merten, a Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.



*William E. Merten*  
William E. Merten  
Registered Professional  
Land Surveyor  
No. 5046-State of Texas  
Date: MAY 9 2008

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
64.875	0.4411 / 19,215(A) 0.1974 / 8,599(B)	64.2365

# EXHIBIT "A"

AS PER ORIGINAL

## PARCEL 20B

DESCRIPTION OF A TRACT OF LAND CONTAINING  
0.1974 ACRE (8,599 SQUARE FEET) SITUATED IN THE  
STEPHAN HABERMACHER SURVEY, ABSTRACT NUMBER 189,  
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.1974 acre (8,599 square feet) of land situated in the Stephan Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of the remainder of a 80.707-acre tract as conveyed unto Western Gas Resources Storage, Inc., by deed recorded in Volume 2487, Page 1138 dated January 29, 1993 of the Fort Bend County Deed Records. Said 0.1974-acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

**COMMENCING FOR REFERENCE** at a 5/8-inch iron rod found in the centerline of Greenbusch Road (width varies) for the west corner of the I. & G.N.R.R. CO. Survey Number 3, Abstract Number 262 in the northeast line of the Stephan Habermacher Survey, Abstract Number 189;

THENCE, South 47° 10' 32" East along said centerline of Greenbusch Road and the northeasterly line of said Stephan Habermacher Survey, a distance of 169.62 feet to a point for a northerly corner of the remainder of said 82.707-acre tract and for the easterly corner of Restricted Reserve "C" of Western Gas Resources, Inc., Katy Facility, a subdivision plate recorded in Slide NO. 1221A of the Fort Bend County Map Records;

THENCE, South 42° 32' 06" West, with a northwesterly line of the remainder of said 81.707-acre tract and the southeasterly line of said Restricted Reserve "C", a distance of 29.79 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the southwesterly right-of-way line of said Greenbusch Road as monumented, for the north corner of said tract herein described and for the **POINT OF BEGINNING**;

THENCE, South 47° 14' 49" East with the southwesterly right-of-way line of said Greenbusch Road, a distance of 420.01 feet to a found 3/4-inch iron pipe located in the southeasterly line of the remainder of said 81.707-acre tract, in the northwesterly line of a 1.104-acre tract as conveyed unto Kenneth Powell by deed recorded under County Clerk's File No. 9025664 dated May 18, 1990 of the Official Public Records of Real Property of Fort Bend County, Texas, and for the east corner of said tract herein described;

THENCE, South 42° 31' 10" West with the southeasterly line of the remainder of said 82.707-acre tract and the northwesterly line of said 1.104-acre tract, a distance of 20.74 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" for the south corner of said tract herein described;

THENCE, North 47° 10' 32" West, a distance of 420.02 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the northwesterly line of the remainder of said 82.707-acre tract and the southeasterly line of said Restricted Reserve "C" for the west corner of said tract herein described;

THENCE North 42° 32' 06" East with the northwesterly line of the remainder of said 82.707-acre tract and the southeasterly line of said Restricted Reserve "C", a distance of 20.21 feet to the **POINT OF BEGINNING** and containing 0.1974 acre (8,599 square feet) of land.

**COBB, FENDLEY & ASSOCIATES, INC.**

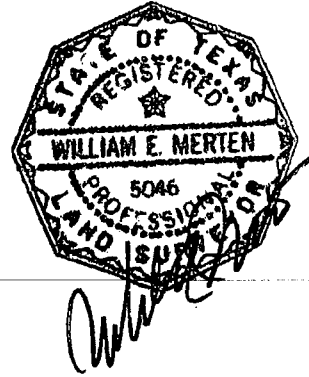
13430 Northwest Freeway, Suite 1100

Houston, Texas 77040

Phone: 713-462-3242

Job No. 0412-005-02

May 9, 2008



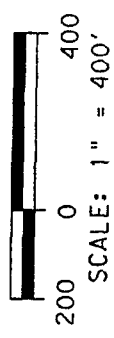


**I. & G.N.R.R. CO. SURVEY NO. 2, A-268**

P.O. BOX 189, IR. 1, 86, N. RR. CO. WEST ZONE, SURVEY NO. 268, IN THE N.E. 1/4, SECTION 26, T. 25S., R. 13E., S. 1189 SURVEY A-189 X=2,982,861.52 Y=13,831,366.89

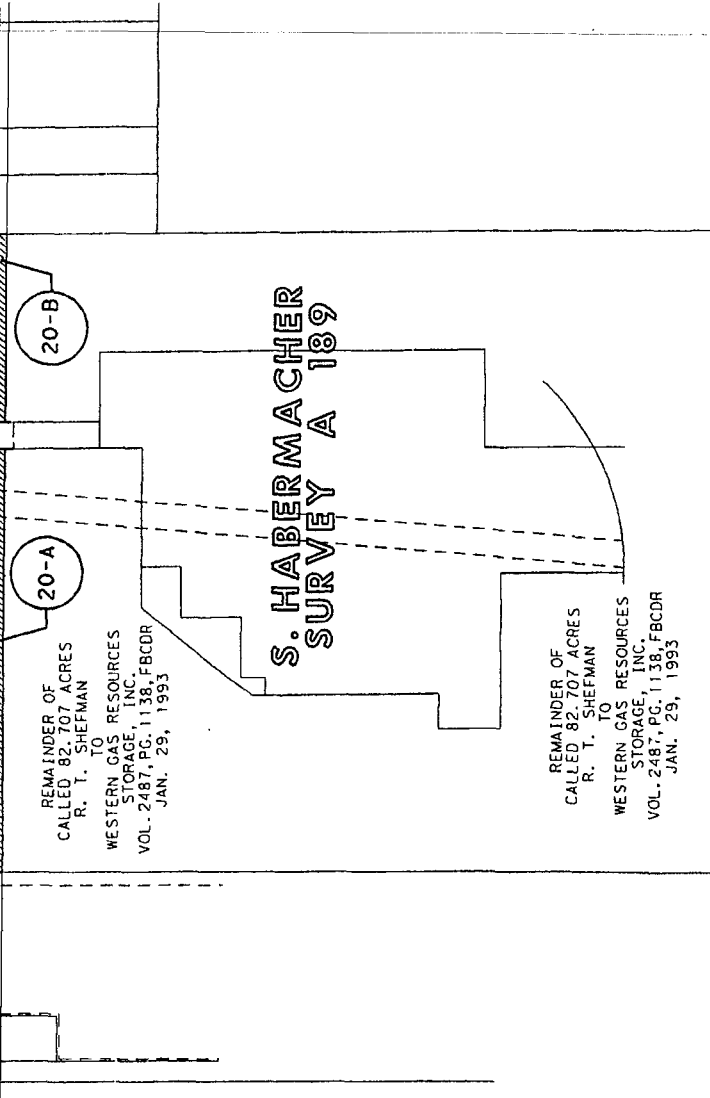
P.O. BOX 262, IR. 1, 86, N. RR. CO. WEST ZONE, SURVEY NO. 3, A-262 X=2,983,589.91 Y=13,836,652.64

**I. & G.N.R.R. CO. SURVEY NO. 3, A-262**



PROPOSED ROW

**GREENBUSCH ROAD**



**Notes:**

1. Area quantities designated with (C) were calculated from the deed referenced, area was not specified in the deed.
2. All bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone referenced to the Harris County TSARP Monument System (2001 adjustment). Coordinates and distances shown hereon are surface and may be converted to grid by multiplying by a scale factor of 0.999888968.
3. Field information shown hereon is based on an "on the ground" survey performed by Cobb Fendley & Associates, Inc. from July 2007 through April 2008 under account numbers 0412-005-02 and 0712-019-01.
4. Set 3/4" iron rods with yellow cap stamped "Cobb Fendley & Associates" at all tract corners unless otherwise shown.
5. Fort Bend County Map Records, F.B.C.M.R.
6. Fort Bend County Plat Records, F.B.C.P.R.
7. Fort Bend County Deed Records, F.B.C.D.R.
8. Fort Bend County Clerks File, F.B.C.C.F.
9. Drawing is referenced to a metas and bounds description prepared by Cobb, Fendley & Assoc. Inc. of even date herewith.

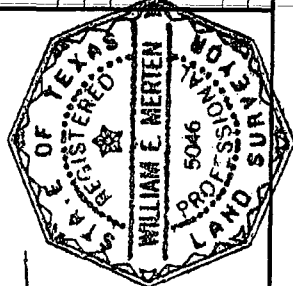
SHEET 4 OF 4

REV. NO.	DESCRIPTION	DATE	APP.
	GREENBUSCH ROAD SURVEY PLAT OF A 0.1974 ACRE TRACT OF LAND SITUATED IN THE S. HABERMACHER SURVEY A-189, FORT BEND COUNTY, TEXAS		
DATE	DRAWN	CHECKED	APPROVED
	LDW	WM/SF	SF
SCALE			
13430 NORTHWEST FRWY, SUITE 1100 HOUSTON, TEXAS 77040 (713) 462-3242			
Cobb Fendley & Associates			
ROW CSJ #	COUNTY	FORT BEND	
PARCEL NO.			20B
			HWY/ROAD

I, William E. Merten, a Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

*William E. Merten*

William E. Merten  
Registered Professional  
Land Surveyor  
No. 5046 - State of Texas  
Date: MAY 9 2008



EXISTING ACREAGE	ROW TAKING ACRE / 50 FT	REMAINING ACREAGE
64.875	0.4411 / 19,215(A) 0.1974 / 8,599(B)	64.2365

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		B. TYPE OF LOAN		OMB No. 2502-0265
		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> CONV. UNINS.
		4. <input type="checkbox"/> VA		5. <input type="checkbox"/> CONV. INS.
		6. FILE NUMBER: 08300629		7. LOAN NUMBER:
		8. MTG. INS. CASE NO.:		
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.				
D. NAME OF BORROWER: Fort Bend County				
ADDRESS:				
E. NAME OF SELLER: Enstor Katy Storage and Transportation, L.P.				
ADDRESS:				
SELLER TIN:				
F. NAME OF LENDER:				
ADDRESS:				
G. PROPERTY LOCATION: TR1 0.4411, TR2 0.1974 acs S. Habermacher Svy, A8 189 Ft. Bend Cty, PRCLS 20A&B				
H. SETTLEMENT AGENT:		STEWART TITLE COMPANY	CLOSER: MARC LAROCCA	PHONE NUMBER: (713) 627-1310
ADDRESS:		4700 W. SAM HOUSTON PKWY N. HOUSTON, TEXAS 77041		SETTLEMENT AGENT TIN: 74-0923770
PLACE OF SETTLEMENT:		STEWART TITLE COMPANY	PHONE NUMBER: (713) 625-8702	1. SETTLEMENT DATE
ADDRESS:		1980 POST OAK BLVD. HOUSTON, TEXAS 77056		Closing date:
		Proration date:		
J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:			400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	27,814.00	401. Contract sales price	27,814.00	
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	501.95	403.		
104.		404.		
105.		405.		
Adjustments for items paid by seller in advance:			Adjustments for items paid for seller in advance:	
106. City/town taxes	to	406. City/town taxes	to	
107. County taxes	to	407. County taxes	to	
108. Assessments	to	408. Assessments	to	
109. Maintenance	to	409. Maintenance	to	
110. School/Taxes	to	410. School/Taxes	to	
111.		411.		
112.		412.		
120. GROSS AMOUNT DUE FROM BORROWER:	28,315.95	420. GROSS AMOUNT DUE TO SELLER:	27,814.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:			500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)		
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204. Commitment Fee		504. Payoff of first mortgage loan		
205.		505. Payoff of second mortgage loan		
206.		506.		
207.		507.		
208.		508.		
209.		509.		
Adjustments for items unpaid by seller:			Adjustments for items unpaid by seller:	
210. City/town taxes	to	510. City/town taxes	to	
211. County taxes	to	511. County taxes	to	
212. Assessments	to	512. Assessments	to	
213. School/Taxes	to	513. School/Taxes	to	
214.		514. Maintenance	to	
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:		
300. CASH AT SETTLEMENT FROM/TO BORROWER:			600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower (line 120)	28,315.95	601. Gross amount due to seller (line 420)	27,814.00	
302. Less amounts paid by/for borrower (line 220)		602. Less total reductions in amount due seller (line 520)		
303. CASH [X FROM] [ ] TO BORROWER:	28,315.95	603. CASH [X TO] [ ] FROM SELLER:	27,814.00	

File 08300629				L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on \$	@	% =					
Division of Commission (line 700) as follows:							
701. \$	to						
702. \$	to						
703. Commission paid at settlement							
704.							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.							
801. Loan Origination fee	%						
802. Loan Discount	%						
803. Appraisal fee	to						
804. Credit Report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808. Commitment Fee	to						
809. FNMA Processing Fee	to						
810. Pictures	to						
811.	to						
812.	to						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.							
901. Interest from	to	@ \$	/day				
902. Mortgage insurance premium for	mo. to						
903. Hazard insurance premium for	yrs. to						
904. Flood Insurance	yrs. to						
905.							
1000. RESERVES DEPOSITED WITH LENDER							
1001. Hazard insurance	mo. @ \$		per mo.				
1002. Mortgage insurance	mo. @ \$		per mo.				
1003. City property taxes	mo. @ \$		per mo.				
1004. County property taxes	mo. @ \$		per mo.				
1005. Annual assessments (Maint.)	mo. @ \$		per mo.				
1006. School Property Taxes	mo. @ \$		per mo.				
1007. Water Dist. Prop. Tax	mo. @ \$		per mo.				
1008. Flood Insurance	mo. @ \$		per mo.				
1009. Aggregate Accounting Adjustment							
1100. TITLE CHARGES:							
1101. Settlement or closing fee	to						
1102. Abstract or title search	to						
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to						
1106. Notary fee	to						
1107. Attorney's fee to	to						
(includes above items No.:							
1108. Title insurance	to STEWART TITLE COMPANY				352.00		
(includes above items No.:							
1109. Lender's coverage	\$						
1110. Owner's coverage	27,814.00	\$	352.00				
1111. Escrow fee	to						
1112. Restrictions	to						
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY				20.00		
1114.	to						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201. Recording fees:	Deed \$ 60.00	Mrtg \$	Rel. \$		60.00		
1202. City/county tax/stamps:	Deed \$	Mrtg \$					
1203. State tax/stamps:	Deed \$	Mrtg \$					
1204. Tax certificates	to STEWART TITLE COMPANY				64.95		
1205.	to						
1206. State of Texas Policy Gty Fee	to STEWART TITLE POLICY GUARANTY FEE				5.00		
1300. ADDITIONAL SETTLEMENT CHARGES							
1301. Survey	to						
1302. Pest inspection	to						
1303.	to						
1304.	to						
1305.	to						
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)					501.95		

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Sellers

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to  
HUD-1 Settlement Statement  
GF No. 08300629

**CERTIFICATION**

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

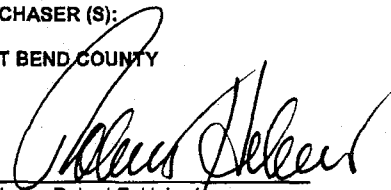
The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

**SELLER(S):**  
**ENSTOR KATY STORAGE  
AND TRANSPORTATION, L.P.**

**PURCHASER (S):**  
**FORT BEND COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Judge Robert E. Hebery  
Fort Bend County Judge  
January 30, 2009

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

**STEWART TITLE OF HOUSTON**

By: \_\_\_\_\_  
Marc LaRocca, Commercial Escrow Officer  
Settlement Agent

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

**WARNING:**  
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**WAIVER OF INSPECTION AND DISCLOSURE NOTICE**

RE: Stewart Title of Houston GF No. 08300629;

**Brief Description of Property:**

TRACT I: PARCEL 20A - Being a tract or parcel containing 0.4411 acre (19,215 square feet) of land situated in the Stephen Habermacher Survey, Abstract 189, Fort Bend County, Texas, and being out of the remainder of a 80.707 acre tract as conveyed unto Western Gas Resources Storage, Inc., by deed recorded in Volume 2487, Page 1138, dated January 29, 1993, of the Fort Bend County Deed Records. Said 0.4411 acre being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone) and being more particularly described by metes and bounds on Exhibit A attached hereto.

TRACT II: PARCEL 20B - Being a tract or parcel containing 0.1974 acre (8,599 square feet) of land situated in the Stephen Habermacher Survey, Abstract 189, Fort Bend County, Texas, and being out of the remainder of a 80.707 acre tract as conveyed unto Western Gas Resources Storage, Inc., by deed recorded in Volume 2487, Page 1138, dated January 29, 1993, of the Fort Bend County Deed Records. Said 0.1974 acre being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone) and being more particularly described by metes and bounds on Exhibit A attached hereto.

**THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:****1. Waiver of Inspection.**

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND PAYING THE ADDITIONAL COSTS INVOLVED.

**2. Receipt of Commitment.**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

**3. Survey.**

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

**4. Arbitration.**

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

AS PER ORIGINAL

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

**5. Notice.**

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of January 30, 2009, ~~2008~~

FORT BEND COUNTY

By: 

Judge Robert E. Hebert  
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company  
Houston, Texas

GF No.: 08300829 - Parcels 20A and 20B

Brief Description of Property:

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We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

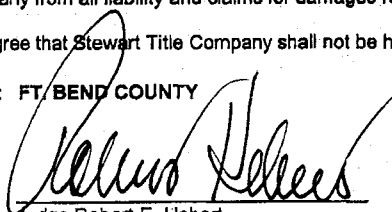
By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: FT BEND COUNTY

Seller(s): ENSTOR KATY STORAGE AND  
TRANSPORTATION, L.P.

By:

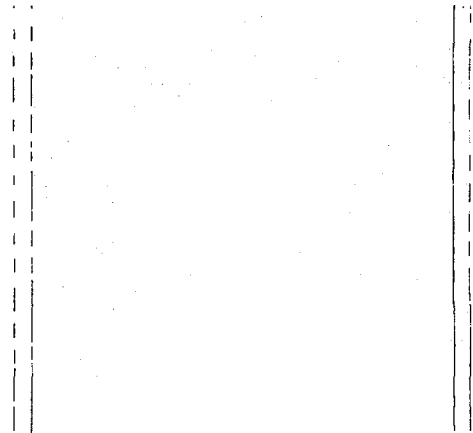


Judge Robert E. Hebert,  
Fort Bend County Judge  
January 30, 2009

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

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

Title: \_\_\_\_\_



STEWART TITLE  
BUYER CORRESPONDENCE INFORMATION FORM  
GF NO. 08300629

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.  
19855 Southwest Freeway, Suite 200  
Sugar Land, TX 77479  
281-343-7171  
mdavis@pascorp.net or sjohnson@pascorp.net

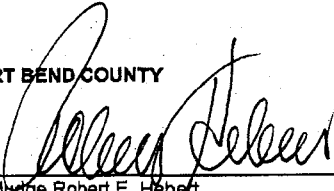
Is this a temporary address?             YES             NO

If YES, please indicate until what date: \_\_\_\_\_

PHONE NUMBER: (    )    -    \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FORT BEND COUNTY

By:   
\_\_\_\_\_  
Judge Robert E. Hebert  
Fort Bend County Judge

Date: January 30, 2009

41/LaRocca

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING**

As Required by the Internal Revenue Service

**SOLICITATION**

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart Title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300629

Taxpayer I. D. No. \_\_\_\_\_

**SELLER'S NAME and MAILING ADDRESS**

Enstor Katy Storage and Transportation, L.P.

**TRANSACTION INFORMATION**

Closing Date: \_\_\_\_\_, \_\_\_\_\_, 2008

**Brief Description of Property:**

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Contract Sales Price: \$27,814.00

If multiple Sellers, allocation of sales price amount among the Sellers:

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? \_\_\_\_\_ (Yes or No)

**CERTIFICATION**

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

**ENSTOR KATY STORAGE  
AND TRANSPORTATION, L.P.**

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

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

Title: \_\_\_\_\_

## AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300629

**Brief Description of Property:**

TRACT I: PARCEL 20A - Being a tract or parcel containing 0.4411 acre (19,215 square feet) of land situated in the Stephen Habermacher Survey, Abstract 189, Fort Bend County, Texas, and being out of the remainder of a 80.707 acre tract as conveyed unto Western Gas Resources Storage, Inc., by deed recorded in Volume 2487, Page 1138, dated January 29, 1993, of the Fort Bend County Deed Records. Said 0.4411 acre being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone) and being more particularly described by metes and bounds on Exhibit A attached hereto.

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BEFORE ME, the undersigned authority, on this day personally appeared  
Enstor Katy Storage and Transportation, L.P.  
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.
2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.
3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following: \_\_\_\_\_
4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except: \_\_\_\_\_
5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except: \_\_\_\_\_
6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for: \_\_\_\_\_
7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The Seller's United States Employer's tax identification number or Social Security Number is: \_\_\_\_\_ This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.
8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.