IMAGED 639 PAGES
ON 4-2-03.
DATE

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, MARCH 25, 2003
1:00 O'CLOCK P.M.

AGENDA

1 Call to Order

2 Invocation and Pledge of Allegiance by Commissioner Prestage.

3 Approve minutes of meeting of March 11, 2003.

4. Announcements and Public Comments

CONSENT AGENDA ITEMS 5 –31:

5. **Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials:**
   - A. **Commissioner, Pct 2: Commissioner Prestage to Shreveport, Louisiana, May 14-18, 2003, to attend NOBCO Conference. (Fund: 072-4014)**
   - B. **Constable, Pct. 2: Constable Davis and Sharon Arnold to Tulsa, Oklahoma, July 10-17, 2003 to attend NOBLEE Conference. (Fund: 024-4014)**
   - C. **Engineering: Robert LaBarbera to San Diego, California, July 7-11, 2003, to attend ESRI International User Conference. (Fund: 043-4014)**

6. **COUNTY JUDGE:**
   - A. **Approve change in Commissioners Court schedule for the month of July, meeting July 1, 15, 22, and 29, 2003.**
   - B. **Approve request for Historic Site Property Tax Exemption for the Darst-Yoder House, located at 300 South 9th Street, Richmond, Texas, for year 2003.**

7. **COMMISSIONER, PCT. 1:**
   - A. **Approve Project Agreement between Fort Bend County and the Village of Fairchilds to add material to driveway located at 9921 Peterson Road for an amount not to exceed $310. (Fund: 105)**
   - B. **Approve Project Agreement between Fort Bend County and the City of Orchard to reconstruct and resurface Magnolia, Houston, Kibler, and Missouri Streets located in the City for an amount not to exceed $107,295. (Fund: 105)**

8. **COMMISSIONER, PCT. 3: Approve Project Agreement between Fort Bend County and the City of Fulshear to provide assistance with roadway drainage by cleaning out ditches along Oak Lane and at the intersection of Oak and Penn Lane, for an amount not to exceed $1,395. (Fund: 105)**

9. **AUDITOR:**
   - **A. Ratify acceptance of grant in the amount of $170,751 from the Texas Task Force on Indigent Defense for Indigent Defense Services through September 30, 2003.**
   - **B. Approve transfer in the amount of $325,000 from Principal (301-777-7501-3200-7016) into Debt Service Principal (301-777-7101-3100-7016) to allocate funds into proper line item.**
   - **C. Approve transfer in the amount of $207,477 as detailed on the Auditor's report dated March 19, 2003, to allocate funds into proper line items for the Travis Building Renovations project. The transfer includes allocations for the actual furniture/equipment in the construction contract ($87,100), the Troxell system in the 400th District Court ($85,975), and funds specifically designated in General Funds for the District Attorney's office ($17,201).**
   - **D. Approve transfer in the amount of $112,000 from Permanent Improvements (1070) into Mustang Community Center Fees and Services (202-045-2039-4010) $18,781 and Capital Improvements (202-045-2039-7015) to allocate funds into proper line items.**
   - **E. Approve transfer in the amount of $69,446 as detailed on the Auditor's report dated March 19, 2003, to allocate funds into proper line items, including local match, and amend budget pursuant to Texas Local Government Code § 111.0706 for receipt of the Grant for Narcotics Prosecutor Expansion from Houston-Galveston Area Council by the District Attorney's Office.**
   - **F. Approve transfer in the amount of $56,109 as detailed on the Auditor's report dated March 19, 2003, to amend the budget pursuant to Texas Local Government Code § 111.0706 for receipt of the Loan Star Library Grant by the Library.**
   - **G. Approve transfer in the amount of $45,925 as detailed on the Auditor's report dated March 19, 2003, to amend the budget pursuant to Texas Local Government Code § 111.0706 for receipt of the In-Home Parent Educator Program Grant by the Extension Office.**

10. **BUDGET OFFICER:**
   - **A. Approve payment of Invoice No. 10011475 in the amount of $1,298 to PGAL for professional services rendered through January 31, 2003 related to Travis Building Renovations. (Fund: 254-045-2030-4010)**
   - **B. Approve payment of Invoice No. 10011476 in the amount of $167.22 to PGAL for reimbursable expenses incurred through January 31, 2003 related to Travis Building Renovations. (Fund: 254-045-2030-4010)**
   - **C. Approve payment of Invoice No. 8 in the amount of $690 to PTI, Inc., for architectural services related to the Fifth Street Community Center Expansion Project through February 28, 2003. (Fund: 202-045-2038-4010)**
   - **D. Approve Pay Application #4 in the amount of $255,495 to Rosenberger Construction for work done for the Travis Building Renovations. (257-045-2030-4010)**
   - **E. Approve payment to the following entities for utility deposit payments for the Katy/Fort Bend Branch Library: Cinco Municipal Utility District No. 1 (water and sewer) $35,660; Willow Fork Drainage District (drainage) $5,058.50; and Cinco Municipal Utility District No. 12 (water, sewer, irrigation) $49,853.00. (Fund: 010-090-M02C-7015)**

11. **ADMINISTRATIVE SERVICES: Accept final report and recommendations by Aguirre & Fields LP on the Fort Bend County Jail HVAC Retrofit.**

12. **COMMUNITY DEVELOPMENT: Approve Pay Application No. 2 in the amount of $82,381.19 to Pavecon, Inc. for drainage reconstruction along Willie Melton Boulevard in Kendleton. (Fund: 813-101-8123)**

13. **COUNTY ATTORNEY:**
    A. **Approve reimbursements in the amount of $30 to Ben W. Childers, $51 to Ivan Smith, and $30 to James R. Baker for peace officer training at Gus George Academy without a purchase order. (Fund: 177-054-0542-4014)**
    B. **Approve reimbursement in the amount of $173.19 to Ben W. Childers for purchase of furniture without a purchase order. (Fund: 010-054-0540-1010)**

14. **COUNTY TREASURER:**
    A. **Record into Minutes the Fort Bend County Investment Policy for 2003.**
    B. **Record into Minutes Stale Dated Checks as detailed in report by County Treasurer dated February 21, 2003.**

15. **DISTRICT COURT 240TH: Approve transfer in the amount of $200 from Fees and Services (010-4010) into IT Hardware (010-1012) to allocate additional funds for purchase of computer equipment.**

16. **DISTRICT COURT 400TH: Approve payment by Invoice Transmittal in the amount of $40 to LexisNexis for online services without a purchase order. (Fund: 081-1063)**

17. **EMERGENCY MANAGEMENT: Approve transfer in the amount of $50 from Photo/Lab Supplies (046-3010) into IT Software (046-3040) to purchase software.**

18. **ENGINEERING:**
    A. **Approve payment of Invoice No. 0302-30 in the amount of $7,473.40 to JNS Consulting Engineers, Inc. for work related to Chimney Rock, (Fuqua to Beltway 8), Mobility Bond Project #13, Pct. 2.**
    B. **Approve payment of Invoice No. 03-10303 in the amount of $4,297.25 to QC Laboratories, Inc. for materials testing on the Voss Road Project (Burney to State Highway 6), Mobility Bond Project #47, Pcts. 3 and 4.**
    C. **Approve payment of Invoice No. 0182141 in the amount of $2,372.38 to PBS&J, Inc. for professional services rendered regarding FM 359 (From US 90A to Jones Creek), Mobility Bond Project #49, Pcts. 3 and 4.**
    D. **Approve payment of Invoice No. 9481 in the amount of $2,293.72 to Thompson, Inc. for services rendered regarding Voss Road between State Highway 6 and Burney Road, Mobility Bond Project #47, Pcts. 3 and 4.**
    E. **Approve payment of Invoice No. 0215554 in the amount of $2,275.00 to Cobb, Fendley, & Associates, Inc. for professional services rendered regarding the widening of West Bellfort Avenue, (Eldridge to State Highway 6), Mobility Bond Project #7, Pct. 3.**

F. Approve payment of Invoice No. 7886 in the amount of $58,131.01 to Traffic Engineers, Inc. for design services for various traffic signals, Pcts. 3 and 4.

G. Approve payment of Pay Application No. 1 in the amount of $106,135.20 to Bean Construction, Co. for work done on the Fairchild Road Bridge, Pct. 1.

H. Approve payment of Invoice No.7 in the amount of $41,870.63 and Invoice No. 8 in the amount of $26,291.10 to Klotz Associates, Inc. for professional services rendered regarding widening of FM 1464 (from FM 1093 to SH 99), route and design study and environmental layout, Mobility Bond Project #59, Pcts. 3 and 4.

I. Approve payment of Invoice No. 1613326 in the amount of $13,020.93 to Carter & Burgess, Inc. for actual labor rates regarding the Fort Bend County Mobility Projects, Pcts. 1, 2, 3, and 4.

J. Approve payment of Invoice No. 4 in the amount of $21,435.00 to Nathelyne A. Kennedy & Associates for improvements to Chimney Rock FBCDD Channel Crossing, Mobility Bond Project #13, Pct. 2.

K. Authorize Purchasing Agent to advertise for Request for Qualification for Compost Operator to operate a facility in Fort Bend County, Pcts. 1, 2, 3, and 4.

L. Approve application from Midsouth Contractors to construct two driveway tie-ins onto Commercial Center Blvd., Pct. 3.

M. Approve application from Time Warner Communications, Inc. to bore under and bury cable along Watts Plantation and Knight Road, Pct. 2.

N. Release Perpetual Bond #190650540 in the amount of $50,000.00 and replace with Perpetual Bond # 103997458 in the amount of $50,000.00 to Bass Enterprises Production Company.

O. Release Performance Bond #13785146 in the amount of $5,000.00 and replace with Performance Bond #103997436 in the amount of $5,000.00 to Bass Enterprises Production Company for work being performed on Dry Creek and Smithers Lake, Permit #82474, Pct. 1.

P. Approve application from Verizon to bore under and bury cable along Moore, Pct. 3.

Q. Approve release of cashier's check #14007 in the amount of $5,000.00 to Rosenberg Fishing Hole, L.P. for completion of work on Daily Road, Permit #82584, Pct. 1.

R. Approve release of cashier's check #969727644 in the amount of $5,000.00 to Arturo Cano for completion of work on Boss Gaston Road, Permit #82600, Pct. 3.

S. Approve the plat for Falcon Ranch, Section 4, Pct. 3.

T. Approve the plat for Grand Lakes Phase 3, Section 5, Pct. 3.

U. Approve the plat for Brazos Village, Section 2, Pct. 1.

V. Approve the plat for Waterside Village, Section 2 Partial Replat No. 1, Pct. 3.

W. Approve the plat for 99 Tire & Automotive, Pct. 3.

X. Accept the streets in Kingsbridge Estates and release bond #61BCSAQ1908 in the amount of $32,950.00, Pct. 3.

Linenhall Drive	**733.90 LF**
Heagans Court	**223.78 LF**
Fenian Court	**226.92 LF**
Holles Drive	**355.77 LF**
Halston Drive	**663.51 LF**
TOTAL	**2,203.88 LF**

Y. Accept the streets in Cinco Ranch Greenway Village, Section 12 and release bond #3SM970787 in the amount of $72,000.00, Pct. 3.

Pinebury Lane	673.80 LF
Ivy Blossom Lane	381.82 LF
Indigo Hill Lane	355.99 LF
Willowford Park Drive	1,874.93 LF
Ravenloch Court	143.79 LF
Langhorne Court	179.52 LF
Spring Blossom Court	282.54 LF
Wild Jasmine Lane	1,130.06 LF
Bergenfield Court	107.04 LF
TOTAL:	5,129.49 LF

Z. Accept the streets in Sienna Village of Waters Lake, Section 4 and release bond #1677543 in the amount of $111,450.00, Pct. 1.

Scanlan Trace	476.76 LF
Barrington Way	303.19 LF
Barrington Circle	870.10 LF
Bassett Court	317.94 LF
Erin Court	253.06 LF
TOTAL:	2,221.05 LF

AA. Accept the streets in Sienna Village of Shipman's Landing, Section 4 and release bond #KC0913 in the amount of $75,050.00, Pct. 1.

East Crosby Lane	470.92 LF
North Ripples Court	267.07 LF
South Ripples Court	264.28 LF
North Halls Point Court	299.68 LF
South Halls Point Court	300.57 LF
TOTAL	1,602.52 LF

BB. Accept the streets in Sienna Village of Shipman's Landing, Section 6 and release bond #KC0910 in the amount of $80,406.00, Pct. 1.

McMahon Way	668.82 LF
Chriesman Way	1,160.09 LF
McMahon Lane	154.26 LF
Chriesman Lane	147.09 LF
TOTAL:	2,130.26 LF

CC. Accept the streets in Sienna Village of Shipman's Landing, Section 7 and release bond #18012545720997 in the amount of $531,100.00, Pct. 1.

Scanlan Trace	2,845.71 LF
Mill Hollow	285.49 LF
Mill Garden Circle	510.68 LF
Mill Point	190.09 LF
Mill Lane	1,520.83 LF
Mill House Run	731.72 LF
Ivy Mill Court	80.60 LF
Plantation Mill Place	1,052.62 LF
Oak Mill Way	154.63 LF
Chriesman Way	363.36 LF
TOTAL:	7,735.73 LF

DD. Accept the streets in Sienna Village of Shipman's Landing, Section 9 and release bond #18012545728998 in the amount of $163,950.00, Pct. 1.

Five Oaks Drive	**2,958.16 LF**
Five Oaks Court	**142.26 LF**
Five Oaks Crossing	**172.87 LF**
TOTAL:	**3,273.29 LF**

EE. Accept the streets in Sienna Village of Shipman's Landing, Section 10 and release bond #1677545 in the amount of $262,000.00, Pct. 1.

Waters Lake Boulevard	**610.01 LF**
Scanlan Trace	**809.13 LF**
Sabine Point Way	**1,057.39 LF**
Sabine Circle	**1,036.85 LF**
Chriesman Way	**250.05 LF**
TOTAL:	**3,763.43 LF**

FF. Accept the streets in Sienna Village of Shipman's Landing, Section 11 and release bond #18012545729994 in the amount of $133,200.00, Pct. 1.

Shipmans Landing Drive	**335.56 LF**
Five Oaks Drive	**1,521.22 LF**
Five Oaks Lane	**341.85 LF**
TOTAL:	**2,198.63 LF**

GG. Release the Oversize, Overweight bond #137850983 in the amount of $50,000.00 to Bass Enterprises Production Company for operating access equipment in Fort Bend County, Pct. 1.

HH. Accept replacement Oversize, Overweight bond #103966321 in the amount of $50,000.00 from Bass Enterprises Production Company for any and all damages that may be sustained to any roads or bridges, while operating equipment for the purpose of drilling exploration wells in Fort Bend County, Pct. 1.

II. Set public hearing for acceptance of the traffic control plan for Kingsbridge Estates, Pct. 3. (April 22, 2003 at 1:00 p.m.)

JJ. Set public hearing for acceptance of the traffic control plan for Cinco Ranch Greenway Village, Section 12, Pct. 3. (April 22, 2003, at 1:00 p.m.)

KK. Set public hearing for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 4, Sienna Village of Shipman's Landing, Section 4, Section 6, Section 7, Section 9, Section 10, and Section 11, Pct. 1. (April 22, 2003, at 1:00 p.m.)

LL. Set public hearing for Cinco Retail Center being a replat of Cinco-Westheimer, Sec. 3, Pct. 3. (April 22, 2003, at 1:00 p.m.)

19. FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority reviewed the following items at their regular meeting held March 19, 2003 and made the following recommendations to Commissioners Court: Authorize payment of invoices for work performed by consultants and/or contractors, and listed on Board Report dated March 19, 2003, for an amount totaling $264,863.45 for Section A of the Fort Bend Parkway, and an amount totaling $402,995.27 for the Westpark Toll Road Extension. (Fund: 220-045-2025)

20. **HEALTH & HUMAN SERVICES – ENVIRONMENTAL: Approve relocation of the platted water well and on-site sewage facility for Lot 1, Block 6 of the Sienna Point Subdivision, Section 3.**

21. **FIRE MARSHAL: Approve transfer in the amount of $1,000 from Capital Assets (040-1011) into Rentals (040-3020) to allocate additional funds for cellular phone air time through September 30, 2003.**

22. **JUSTICE OF THE PEACE, PCT. 1, PL. 2: Approve payment by Invoice Transmittal in the amount of $1,500 to Harris County Treasurer for autopsy performed in 2002, (02-275) but not invoiced until 2003. (Fund: 045-4010)**

23. **JUSTICE OF THE PEACE, PCT. 2: Approve payment by Invoice Transmittal in an amount totaling $7,500 to Harris County Treasurer for five autopsies performed in 2002, (02-142, 02-278, 02-307, 02-309, and 02-331) but not invoiced until 2003. (Fund: 045-4010)**

24. **JUSTICE OF THE PEACE, PCT. 3: Approve payment by Invoice Transmittal in an amount totaling $3,000 to Harris County Treasurer for two autopsies performed in 2002, (02-204 and 02-325) but not invoiced until 2003. (Fund: 045-4010)**

25. **JUSTICE OF THE PEACE, PCT. 4: Approve payment by Invoice Transmittal in an amount totaling $2,700 to Harris County Treasurer for autopsies performed in 2001 (01-177) and 2002 (02-313) but not invoiced until 2003. (Fund: 045-4010)**

26. **LIBRARY: Approve payment by Invoice Transmittal in the amount of $314 to Wilson Fire Equipment & Service Company, Inc. for services provided without a purchase order. (Fund: 010-030-4010)**

27. **MANAGEMENT INFORMATION SYSTEMS:**
    A. **Approve transfer in the amount of $2,000 from IT Hardware Purchases (036-1012) into Capitalized Property and Equipment (036-1011) to allocate additional funds for purchase of computer server, Purchase Order No. PC 03600007486.**
    B. **Approve transfer in the amount of $64,500 from IT Hardware Purchases (036-1012) into Capital Assets (1011) to allocate budgeted funds for purchase of computer equipment into proper line item.**

28. **PURCHASING:**
    A. **Authorize advertising for bids for books for opening day collections.**
    B. **Authorize advertising for statements of qualifications for architectural services required to accomplish County-wide remodeling and new construction projects.**
    C. **Accept Bond Renewal for Gilbert D. Jalomo, Jr., County Purchasing Agent through March, 2005.**

29. **RISK MANAGEMENT:**
    - **A. Approve payment in the amount of $214.24 to Binswanger Glass Company #29 for repairs to non-County vehicle damaged on February 18, 2003. (Fund: 010-068-0403-7100)**
    - **B. Approve Amendment No. 2 to the Agreement between Fort Bend County and UNUM Provident Corporation, changing the waiting period to "first of the month following 90 days" effective January 1, 2003.**
    - **C. Approve Amendment to Administrative Service Agreement between Fort Bend County and United Behavioral Health, to include obligations required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for the Employee Assistance Program.**

30. **SHERIFF'S OFFICE: Authorize Amendment to the Fort Bend County Sheriff's Office Grant from the Texas Department of Health's Tobacco Prevention and Control Program to change performance measures as indicated on Attachment 01B of Document No. 7460019692-2003 through August 31, 2003.**

31. **TAX ASSESSOR/COLLECTOR:**
    - **A. Approve refunds over $500 as detailed in Tax Assessor's Report dated March 18, 2003, for an amount totaling $7,571.44.**
    - **B. Approve refunds over $500 as detailed in Tax Assessor's Report dated March 19, 2003, for an amount totaling $22,446.07.**

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32 COUNTY JUDGE
- A Take all appropriate action to authorize the County's participation in the AirCheck Texas Repair and Replacement Program and authorize development of an activity plan and agreement between Fort Bend County and the Texas Commission of Environmental Quality for grant funding, with no match required
- B Take all appropriate action to authorize the County Attorney to prepare an agreement for administration of the AirCheck Texas Repair and Replacement Program
- C. Take all appropriate action to ratify Fort Bend County's engagement of legal services related to the issuance of a Sand & Gravel permit to Riverside Aggregates Company from Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel for an amount not to exceed $1,200
- D. Take all appropriate action on request to transfer the amount of $1,200 from Contingency into County Judge, Fees and Services (001-4010) to allocate funds for legal services provided by Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel

33. COMMISSIONER, PCT 1
- A. Take all appropriate action on request by American Breco Corporation, Inc to waive penalty and interest on property taxes in the amount of $8,619 03 for Account #MA24-00-000-1571-RI for tax year 1999, Pct 1
- B. Take all appropriate action on request by Xiaodong Li to waive penalty and interest on property taxes in the amount of $34 70 for Account #6465-02-001-0210-901 for tax year 2002, Pct 1.

C Take all appropriate action on request by Bruce Magid to waive penalty and interest on property taxes in the amount of $87.91 for Account #2011-01-003-0050-901 for tax year 2002, Pct 1

D Take all appropriate action on request by John R. Dial to waive penalty and interest on property taxes in the amount of $98 29 for Account #2156-03-001-0380-901 for tax year 2002, Pct. 1.

34 COMMISSIONER, PCT 3.

A Take all appropriate action on request by Felix Guardado to waive penalty and interest on property taxes in the amount of $98 29 for Account #2276-01-001-0430-914 for tax year 2002, Pct. 3

B Take all appropriate action on request by Roger D. Case to waive penalty and interest on property taxes in the amount of $44 55 for Account #7615-01-006-0080-901 for tax year 2002, Pct. 3.

35 COMMISSIONER, PCT. 4 Take all appropriate action on request by Phong Van Le to waive penalty and interest on property taxes in the amount of $41 45 for Account #5005-01-004-0120-907 for tax year 2002, Pct 4

36 BUDGET OFFICER

A Take all appropriate action on Change Order No 4 to Rosenberger Construction, reducing the contract amount by $63,720 for the Travis Building Renovations (Fund 254-045-2030)

B Take all appropriate action to amend the FY 2004 Fort Bend County Budget Policy as presented by the Budget Officer

37 ADMINISTRATIVE SERVICES Take all appropriate action to adopt a parking plan for the Travis Building in order to comply with ADA handicapped parking requirements

38 CONSTABLE, PCT. 3: Take all appropriate action on request to transfer the amount of $4,239 from Automobiles (025-6025) into Property and Equipment (025-1010) to allocate funds for purchase of emergency equipment for new patrol vehicle (2003 Impala)

39 COUNTY ATTORNEY·

A Take all appropriate action on request to transfer the amount of $7,864 from Contingency into County Attorney Property and Equipment (054-1010) $5,434, Fees and Services (054-4010) $400 and Communications Equipment (054-6026) $2,030 to allocate funds for furniture and equipment expenditures not covered within the Travis Building Renovation Project.

B Take all appropriate action on request to transfer the amount of $3,500 from Capital Improvements (254-7015) into Property and Equipment (254-1010) to complete furnishings for the County Attorney's conference room with items purchased from Corporate Outlet.

40 COUNTY CLERK·

A Take all appropriate action to approve reimbursement in the amount of $303.50 to Dianne Wilson for advance purchase of airline ticket to Seattle, Washington, to attend ATIM conference without a purchase order

B Take all appropriate action to consider amending travel policy to authorize reimbursement of advance airline ticket purchases

41 ENGINEERING: Take all appropriate action to approve Memorandum of Understanding between Fort Bend County and Fort Bend County Municipal Utility District No 81 with respect to certain responsibilities under ongoing administration of flood insurance with the boundaries of the District

42 HUMAN RESOURCES Take all appropriate action to approve replacing Position Number 027-0019, Chaplain 0748T, Grade 7, with Detention Deputy – Utility 0730T, Grade 7, in the Sheriff's Office

43. JUSTICE OF THE PEACE, PCT. 1, PL 2· Take all appropriate action on request to transfer the amount of $2,500 from Contingency into Overtime (019-0202) to allocate additional funds for implementation and programming of the Automated Court System

44 JUSTICE OF THE PEACE, PCT 2 Take all appropriate action on request to transfer the amount of $2,000 from Contingency into Overtime (052-0202) to allocate additional funds for increased hours required to implement Automated Court System

45 PURCHASING

A Take all appropriate action on Bid #03-051 - Rubber Tired Asphalt Paving Machine (Funding Road and Bridge 1011)

B Take all appropriate action to authorize the purchase of one (1) ½ ton pick-up truck for Sheriff's Office from Bid #03-002 in the amount of $12,976 from Lawrence Marshall Chevrolet (Funding: Sheriff's Office and Risk Management).

C Take all appropriate action to consider granting an exemption to the competitive bid requirements as authorized by § 262.024(a)(7) of the Texas Local Government Code for the purchase of a sole source item – Renewal of Annual Maintenance for Imaging Server and Renewal of Investment Protection Program from eiStream WMS, Inc for County Clerk's Office (Fund· 144)

D Take all appropriate action to consider approving purchase of the following items from State of Texas Qualified Information Systems vendors

1) Motorola, Inc – Ten (10) MW-800 Mobile Workstations for an amount not to exceed $68,430 (Funding Sheriff 6026)
2) Mark III Systems, Inc – Renewal of annual hardware maintenance agreement for IBM hardware supported by the County's MIS Department for an amount not to exceed $46,191 (Funding MIS 4010).
3) Xiotech Corporation – Computer equipment and installation for an amount not to exceed $75,740 (Funding: MIS 1012).
4) SBC Data Comm – Cisco Systems equipment for an amount not to exceed $68,760 (Funding MIS 1012)

E Take all appropriate action on RFQ #03-032, Request for Statements of Qualification for Design/Build of Sheriff's Office Vehicle Evidence Facility, and designate funding source.

F. Take all appropriate action to approve Qualified Primary and Secondary Brokers, Pools, Money Market Mutual Funds and Commercial Paper Issuers for the 2003 Fort Bend County Investment Plan as listed in report by County Treasurer dated March 18, 2003

46 RISK MANAGEMENT: Take all appropriate action to approve the appointment of Privacy Officers for the following departments Nancy Drake for Clinical Health Services, Karl Lavine for Indigent Care, Daniel Kosler for Emergency Medical Services, ~~and Ann~~ Werlein for the County Judge's Office

47 TAX ASSESSOR/COLLECTOR

A Take all appropriate action on request to transfer the amount of $17 from Contingency into Tax Office Overtime (003-0202) to allocate additional funds for increased hours for part-time employee

B Take all appropriate action to approve property tax exemptions from the Fort Bend County General Fund for the 2003 tax year as follows

Homestead Exemption	$5,000 or 20 Percent (whichever is greater)
Over Age 65 Exemption	$100,000
Disabled Person Exemption	$100,000

C. Take all appropriate action on request by Kent/Avnet to amend Tax Abatement Agreement between Fort Bend County and Kent/Avnet for a one-year extension

D Take all appropriate action on the Amendment to Tax Abatement Agreement between Fort Bend County and RTRON Limited to transfer ownership of the property to NL Ventures Cash Road, L P

E Take all appropriate action on the Amended and Restated Tax Abatement Agreement between Fort Bend County and SugarLand Properties Incorporated (Town Square)

F Take all appropriate action on the assignment of Tax Abatement Agreement between Fort Bend County and Transwestern Sugar Land L P.

48 TELECOMMUNICATIONS· Take all appropriate action on Agreement between Fort Bend County and Southwestern Bell Telephone, L P to provide pay phone services for the Jail Inmate Coin System at the Fort Bend County Jail for a term of five years

49 Approve Bills.

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

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

Litigation. Health Care Medical Subrogation Claim Turner, Flint, Date of Accident June 10, 2001 Cause No 02-CV-125822, Flint Turner v Yiu Cheong Wong and Frankwell Investment Services; In the 268th Judicial District Court of Fort Bend County, Texas

B § 551 072 Deliberation Regarding Real Property Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property

Land Matters, Pct 4.

51 Reconvene Open Session and consider taking action on the following matters

A § 551 071. Consultation With Attorney

Litigation: Health Care Medical Subrogation Claim Turner, Flint, Date of Accident June 10, 2001 Cause No 02-CV-125822, Flint Turner v Yiu Cheong Wong and Frankwell Investment Services, In the 268th Judicial District Court of Fort Bend County, Texas

B § 551 072 Deliberation Regarding Real Property

Land Matters, Pct 4

52 Adjournment

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

Robert E Hebert, County Judge

Notice of meeting/agenda posted at William B. Travis Building, Courthouse & Jane Long Annex, Richmond, Texas on Friday, March 21, 2003 by Donna Ospina

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities ADA Coordinator, Risk/Management Insurance Dept , Fort Bend County-Rosenberg Annex, 4520 Reading Rd , Rosenberg, Texas 77471, phone 281-341-8618 has been designated to coordinate compliance with the non-discrimination requirements in Section 35 107 of the Department of Justice regulations * Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator

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 3:43 A.M. P.M.

MAR 2 1 2003

Elaine Nilson

County Clerk Fort Bend Co Tex

March 25, 2003

FILED FOR RECORD
NO____ TIME 3:43 A M (P.M)
MAR 21 2003
Diane Nelson
County Clerk Fort Bend Co Tex

NOTICE OF MEETING
FORT BEND COUNTY DRAINAGE DISTRICT – BOARD OF DIRECTORS
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, MARCH 25, 2003
1:00 O'CLOCK P.M.

AGENDA

1 Call to Order

2 Accept monthly report for the month of February, 2003

3 Take all appropriate action to approve property tax exemptions from the Fort Bend County Drainage District Fund for the 2003 tax year as follows

Homestead Exemption	$5,000 or 20 Percent (whichever is greater)
Over Age 65 Exemption.	$100,000
Disabled Person Exemption	$100,000

4 Adjournment

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

Robert E Hebert, County Judge

Notice of meeting/agenda posted at William B Travis Building, Courthouse & Jane Long Annex, Richmond, Texas on Friday, March 21, 2003 by Donna Ospina

NOTICE
Policy of Non-Discrimination on the Basis of Disability
Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. ADA Coordinator, Risk/Management Insurance Dept , Fort Bend County-Rosenberg Annex, 4520 Reading Rd , Rosenberg 77471, phone 281-341-8618 has been designated to coordinate compliance with the non-discrimination requirements in Section 35 107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator

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)

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 25th day of March, 2003.

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 for record the attached minutes approved on this the 1st day of April, 2003.

ROBERT E. HEBERT, COUNTY JUDGE

i/comm/ccm.doc

Approved

MINUTES

BE IT REMEMBERED, That on this 25th DAY of MARCH, 2003 Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following 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
DIANNE WILSON	COUNTY CLERK

When the following were heard and the following orders passed:

1 **Call to Order.**

Call to Order by Judge Hebert at 1:03 p m.

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

Invocation and Pledge of Allegiance by Commissioner Prestage.

3 **Approve *minutes of meeting* of March 11, 2003.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve minutes of meeting of March 11, 2003

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

4. **Announcements and Public Comments.**

Richard Fields presented final report on item 11

CONSENT AGENDA ITEMS 5 –31:

5. **Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials:**
   - **A. Commissioner, Pct 2: Commissioner Prestage to Shreveport, Louisiana, May 14-18, 2003, to attend NOBCO Conference. (Fund: 072-4014)**
   - **B. Constable, Pct. 2: Constable Davis and Sharon Arnold to Tulsa, Oklahoma, July 10-17, 2003 to attend NOBLEE Conference. (Fund: 024-4014)**
   - **C. Engineering: Robert LaBarbera to San Diego, California, July 7-11, 2003, to attend ESRI International User Conference. (Fund: 043-4014)**

6. **COUNTY JUDGE:**
   A. **Approve change in Commissioners Court schedule for the month of July, meeting July 1, 15, 22, and 29, 2003.**
   B. **Approve request for Historic Site Property Tax Exemption for the Darst-Yoder House, located at 300 South 9th Street, Richmond, Texas, for year 2003.**

7. **COMMISSIONER, PCT. 1:**
   A. **Approve Project Agreement between Fort Bend County and the Village of Fairchilds to add material to driveway located at 9921 Peterson Road for an amount not to exceed $310. (Fund: 105)**
   B. **Approve Project Agreement between Fort Bend County and the City of Orchard to reconstruct and resurface Magnolia, Houston, Kibler, and Missouri Streets located in the City for an amount not to exceed $107,295. (Fund: 105)**

8. **COMMISSIONER, PCT. 3: Approve Project Agreement between Fort Bend County and the City of Fulshear to provide assistance with roadway drainage by cleaning out ditches along Oak Lane and at the intersection of Oak and Penn Lane, for an amount not to exceed $1,395. (Fund: 105)**

9. **AUDITOR:**
   A. **Ratify acceptance of grant in the amount of $170,751 from the Texas Task Force on Indigent Defense for Indigent Defense Services through September 30, 2003.**
   B. **Approve transfer in the amount of $325,000 from Principal (301-777-7501-3200-7016) into Debt Service Principal (301-777-7101-3100-7016) to allocate funds into proper line item.**
   C. **Approve transfer in the amount of $207,477 as detailed on the Auditor's report dated March 19, 2003, to allocate funds into proper line items for the Travis Building Renovations project. The transfer includes allocations for the actual furniture/equipment in the construction contract ($87,100), the Troxell system in the 400th District Court ($85,975), and funds specifically designated in General Funds for the District Attorney's office ($17,201).**
   D. **Approve transfer in the amount of $112,000 from Permanent Improvements (1070) into Mustang Community Center Fees and Services (202-045-2039-4010) $18,781 and Capital Improvements (202-045-2039-7015) to allocate funds into proper line items.**
   E. **Approve transfer in the amount of $69,446 as detailed on the Auditor's report dated March 19, 2003, to allocate funds into proper line items, including local match, and amend budget pursuant to Texas Local Government Code § 111.0706 for receipt of the Grant for Narcotics Prosecutor Expansion from Houston-Galveston Area Council by the District Attorney's Office.**
   F. **Approve transfer in the amount of $56,109 as detailed on the Auditor's report dated March 19, 2003, to amend the budget pursuant to Texas Local Government Code § 111.0706 for receipt of the Loan Star Library Grant by the Library.**
   G. **Approve transfer in the amount of $45,925 as detailed on the Auditor's report dated March 19, 2003, to amend the budget pursuant to Texas Local Government Code § 111.0706 for receipt of the In-Home Parent Educator Program Grant by the Extension Office.**

10. **BUDGET OFFICER:**
    A. **Approve payment of Invoice No. 10011475 in the amount of $1,298 to PGAL for professional services rendered through January 31, 2003 related to Travis Building Renovations. (Fund: 254-045-2030-4010)**
    B. **Approve payment of Invoice No. 10011476 in the amount of $167.22 to PGAL for reimbursable expenses incurred through January 31, 2003 related to Travis Building Renovations. (Fund: 254-045-2030-4010)**
    C. **Approve payment of Invoice No. 8 in the amount of $690 to PTI, Inc., for architectural services related to the Fifth Street Community Center Expansion Project through February 28, 2003. (Fund: 202-045-2038-4010)**
    D. **Approve Pay Application #4 in the amount of $255,495 to Rosenberger Construction for work done for the Travis Building Renovations. (257-045-2030-4010)**
    E. **Approve payment to the following entities for utility deposit payments for the Katy/Fort Bend Branch Library: Cinco Municipal Utility District No. 1 (water and sewer) $35,660; Willow Fork Drainage District (drainage) $5,058.50; and Cinco Municipal Utility District No. 12 (water, sewer, irrigation) $49,853.00. (Fund: 010-090-M02C-7015)**

11. **ADMINISTRATIVE SERVICES: Accept final report and recommendations by Aguirre & Fields LP on the Fort Bend County Jail HVAC Retrofit.**

12. **COMMUNITY DEVELOPMENT: Approve Pay Application No. 2 in the amount of $82,381.19 to Pavecon, Inc. for drainage reconstruction along Willie Melton Boulevard in Kendleton. (Fund: 813-101-8123)**

13. **COUNTY ATTORNEY:**
    A. **Approve reimbursements in the amount of $30 to Ben W. Childers, $51 to Ivan Smith, and $30 to James R. Baker for peace officer training at Gus George Academy without a purchase order. (Fund: 177-054-0542-4014)**
    B. **Approve reimbursement in the amount of $173.19 to Ben W. Childers for purchase of furniture without a purchase order. (Fund: 010-054-0540-1010)**

14. **COUNTY TREASURER:**
    A. **Record into Minutes the Fort Bend County Investment Policy for 2003.**
    B. **Record into Minutes Stale Dated Checks as detailed in report by County Treasurer dated February 21, 2003.**

15. **DISTRICT COURT 240TH: Approve transfer in the amount of $200 from Fees and Services (010-4010) into IT Hardware (010-1012) to allocate additional funds for purchase of computer equipment.**

16. **DISTRICT COURT 400TH: Approve payment by Invoice Transmittal in the amount of $40 to LexisNexis for online services without a purchase order. (Fund: 081-1063)**

17. **EMERGENCY MANAGEMENT: Approve transfer in the amount of $50 from Photo/Lab Supplies (046-3010) into IT Software (046-3040) to purchase software.**

18. ENGINEERING:

A. Approve payment of Invoice No. 0302-30 in the amount of $7,473.40 to JNS Consulting Engineers, Inc. for work related to Chimney Rock, (Fuqua to Beltway 8), Mobility Bond Project #13, Pct. 2.

B. Approve payment of Invoice No. 03-10303 in the amount of $4,297.25 to QC Laboratories, Inc. for materials testing on the Voss Road Project (Burney to State Highway 6), Mobility Bond Project #47, Pcts. 3 and 4.

C. Approve payment of Invoice No. 0182141 in the amount of $2,372.38 to PBS&J, Inc. for professional services rendered regarding FM 359 (From US 90A to Jones Creek), Mobility Bond Project #49, Pcts. 3 and 4.

D. Approve payment of Invoice No. 9481 in the amount of $2,293.72 to Thompson, Inc. for services rendered regarding Voss Road between State Highway 6 and Burney Road, Mobility Bond Project #47, Pcts. 3 and 4.

E. Approve payment of Invoice No. 0215554 in the amount of $2,275.00 to Cobb, Fendley, & Associates, Inc. for professional services rendered regarding the widening of West Bellfort Avenue, (Eldridge to State Highway 6), Mobility Bond Project #7, Pct. 3.

F. Approve payment of Invoice No. 7886 in the amount of $58,131.01 to Traffic Engineers, Inc. for design services for various traffic signals, Pcts. 3 and 4.

G. Approve payment of Pay Application No. 1 in the amount of $106,135.20 to Bean Construction, Co. for work done on the Fairchild Road Bridge, Pct. 1.

H. Approve payment of Invoice No.7 in the amount of $41,870.63 and Invoice No. 8 in the amount of $26,291.10 to Klotz Associates, Inc. for professional services rendered regarding widening of FM 1464 (from FM 1093 to SH 99), route and design study and environmental layout, Mobility Bond Project #59, Pcts. 3 and 4.

I. Approve payment of Invoice No. 1613326 in the amount of $13,020.93 to Carter & Burgess, Inc. for actual labor rates regarding the Fort Bend County Mobility Projects, Pcts. 1, 2, 3, and 4.

J. Approve payment of Invoice No. 4 in the amount of $21,435.00 to Nathelyne A. Kennedy & Associates for improvements to Chimney Rock FBCDD Channel Crossing, Mobility Bond Project #13, Pct. 2.

K. Authorize Purchasing Agent to advertise for Request for Qualification for Compost Operator to operate a facility in Fort Bend County, Pcts. 1, 2, 3, and 4.

L. Approve application from Midsouth Contractors to construct two driveway tie-ins onto Commercial Center Blvd., Pct. 3.

M. Approve application from Time Warner Communications, Inc. to bore under and bury cable along Watts Plantation and Knight Road, Pct. 2.

N. Release Perpetual Bond #190650540 in the amount of $50,000.00 and replace with Perpetual Bond # 103997458 in the amount of $50,000.00 to Bass Enterprises Production Company.

O. Release Performance Bond #13785146 in the amount of $5,000.00 and replace with Performance Bond #103997436 in the amount of $5,000.00 to Bass Enterprises Production Company for work being performed on Dry Creek and Smithers Lake, Permit #82474, Pct. 1.

P. Approve application from Verizon to bore under and bury cable along Moore, Pct. 3.

Q. Approve release of cashier's check #14007 in the amount of $5,000.00 to Rosenberg Fishing Hole, L.P. for completion of work on Daily Road, Permit #82584, Pct. 1.

R. Approve release of cashier's check #969727644 in the amount of $5,000.00 to Arturo Cano for completion of work on Boss Gaston Road, Permit #82600, Pct. 3.

S. Approve the plat for Falcon Ranch, Section 4, Pct. 3.

T. Approve the plat for Grand Lakes Phase 3, Section 5, Pct. 3.

U. Approve the plat for Brazos Village, Section 2, Pct. 1.

V. Approve the plat for Waterside Village, Section 2 Partial Replat No. 1, Pct. 3.

Item 18 continued – Engineering:

W. Approve the plat for 99 Tire & Automotive, Pct. 3.

X. Accept the streets in Kingsbridge Estates and release bond #61BCSAQ1908 in the amount of $32,950.00, Pct. 3.

Linenhall Drive	733.90 LF
Heagans Court	223.78 LF
Fenian Court	226.92 LF
Holles Drive	355.77 LF
Halston Drive	663.51 LF
TOTAL	2,203.88 LF

Y. Accept the streets in Cinco Ranch Greenway Village, Section 12 and release bond #3SM970787 in the amount of $72,000.00, Pct. 3.

Pinebury Lane	673.80 LF
Ivy Blossom Lane	381.82 LF
Indigo Hill Lane	355.99 LF
Willowford Park Drive	1,874.93 LF
Ravenloch Court	143.79 LF
Langhorne Court	179.52 LF
Spring Blossom Court	282.54 LF
Wild Jasmine Lane	1,130.06 LF
Bergenfield Court	107.04 LF
TOTAL:	5,129.49 LF

Z. Accept the streets in Sienna Village of Waters Lake, Section 4 and release bond #1677543 in the amount of $111,450.00, Pct. 1.

Scanlan Trace	476.76 LF
Barrington Way	303.19 LF
Barrington Circle	870.10 LF
Bassett Court	317.94 LF
Erin Court	253.06 LF
TOTAL:	2,221.05 LF

AA. Accept the streets in Sienna Village of Shipman's Landing, Section 4 and release bond #KC0913 in the amount of $75,050.00, Pct. 1.

East Crosby Lane	470.92 LF
North Ripples Court	267.07 LF
South Ripples Court	264.28 LF
North Halls Point Court	299.68 LF
South Halls Point Court	300.57 LF
TOTAL	1,602.52 LF

BB. Accept the streets in Sienna Village of Shipman's Landing, Section 6 and release bond #KC0910 in the amount of $80,406.00, Pct. 1.

McMahon Way	668.82 LF
Chriesman Way	1,160.09 LF
McMahon Lane	154.26 LF
Chriesman Lane	147.09 LF
TOTAL:	2,130.26 LF

Item 18 continued – Engineering:

CC. Accept the streets in Sienna Village of Shipman's Landing, Section 7 and release bond #18012545720997 in the amount of $531,100.00, Pct. 1.

Scanlan Trace	**2,845.71 LF**
Mill Hollow	**285.49 LF**
Mill Garden Circle	**510.68 LF**
Mill Point	**190.09 LF**
Mill Lane	**1,520.83 LF**
Mill House Run	**731.72 LF**
Ivy Mill Court	**80.60 LF**
Plantation Mill Place	**1,052.62 LF**
Oak Mill Way	**154.63 LF**
Chriesman Way	**363.36 LF**
TOTAL:	**7,735.73 LF**

DD. Accept the streets in Sienna Village of Shipman's Landing, Section 9 and release bond #18012545728998 in the amount of $163,950.00, Pct. 1.

Five Oaks Drive	**2,958.16 LF**
Five Oaks Court	**142.26 LF**
Five Oaks Crossing	**172.87 LF**
TOTAL:	**3,273.29 LF**

EE. Accept the streets in Sienna Village of Shipman's Landing, Section 10 and release bond #1677545 in the amount of $262,000.00, Pct. 1.

Waters Lake Boulevard	**610.01 LF**
Scanlan Trace	**809.13 LF**
Sabine Point Way	**1,057.39 LF**
Sabine Circle	**1,036.85 LF**
Chriesman Way	**250.05 LF**
TOTAL:	**3,763.43 LF**

FF. Accept the streets in Sienna Village of Shipman's Landing, Section 11 and release bond #18012545729994 in the amount of $133,200.00, Pct. 1.

Shipmans Landing Drive	**335.56 LF**
Five Oaks Drive	**1,521.22 LF**
Five Oaks Lane	**341.85 LF**
TOTAL:	**2,198.63 LF**

GG. Release the Oversize, Overweight bond #137850983 in the amount of $50,000.00 to Bass Enterprises Production Company for operating access equipment in Fort Bend County, Pct. 1.

HH. Accept replacement Oversize, Overweight bond #103966321 in the amount of $50,000.00 from Bass Enterprises Production Company for any and all damages that may be sustained to any roads or bridges, while operating equipment for the purpose of drilling exploration wells in Fort Bend County, Pct. 1.

II. Set public hearing for acceptance of the traffic control plan for Kingsbridge Estates, Pct. 3. (April 22, 2003 at 1:00 p.m.)

JJ. Set public hearing for acceptance of the traffic control plan for Cinco Ranch Greenway Village, Section 12, Pct. 3. (April 22, 2003, at 1:00 p.m.)

KK. Set public hearing for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 4, Sienna Village of Shipman's Landing, Section 4, Section 6, Section 7, Section 9, Section 10, and Section 11, Pct. 1. (April 22, 2003, at 1:00 p.m.)

LL. Set public hearing for Cinco Retail Center being a replat of Cinco-Westheimer, Sec. 3, Pct. 3. (April 22, 2003, at 1:00 p.m.)

19. **FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority reviewed the following items at their regular meeting held March 19, 2003 and made the following recommendations to Commissioners Court: Authorize payment of invoices for work performed by consultants and/or contractors, and listed on Board Report dated March 19, 2003, for an amount totaling $264,863.45 for Section A of the Fort Bend Parkway, and an amount totaling $402,995.27 for the Westpark Toll Road Extension. (Fund: 220-045-2025)**

20. **HEALTH & HUMAN SERVICES – ENVIRONMENTAL: Approve relocation of the platted water well and on-site sewage facility for Lot 1, Block 6 of the Sienna Point Subdivision, Section 3.**

21. **FIRE MARSHAL: Approve transfer in the amount of $1,000 from Capital Assets (040-1011) into Rentals (040-3020) to allocate additional funds for cellular phone air time through September 30, 2003.**

22. **JUSTICE OF THE PEACE, PCT. 1, PL. 2: Approve payment by Invoice Transmittal in the amount of $1,500 to Harris County Treasurer for autopsy performed in 2002, (02-275) but not invoiced until 2003. (Fund: 045-4010)**

23. **JUSTICE OF THE PEACE, PCT. 2: Approve payment by Invoice Transmittal in an amount totaling $7,500 to Harris County Treasurer for five autopsies performed in 2002, (02-142, 02-278, 02-307, 02-309, and 02-331) but not invoiced until 2003. (Fund: 045-4010)**

24. **JUSTICE OF THE PEACE, PCT. 3: Approve payment by Invoice Transmittal in an amount totaling $3,000 to Harris County Treasurer for two autopsies performed in 2002, (02-204 and 02-325) but not invoiced until 2003. (Fund: 045-4010)**

25. **JUSTICE OF THE PEACE, PCT. 4: Approve payment by Invoice Transmittal in an amount totaling $2,700 to Harris County Treasurer for autopsies performed in 2001 (01-177) and 2002 (02-313) but not invoiced until 2003. (Fund: 045-4010)**

26. **LIBRARY: Approve payment by Invoice Transmittal in the amount of $314 to Wilson Fire Equipment & Service Company, Inc. for services provided without a purchase order. (Fund: 010-030-4010)**

27. **MANAGEMENT INFORMATION SYSTEMS:**
    A. **Approve transfer in the amount of $2,000 from IT Hardware Purchases (036-1012) into Capitalized Property and Equipment (036-1011) to allocate additional funds for purchase of computer server, Purchase Order No. PC 03600007486.**
    B. **Approve transfer in the amount of $64,500 from IT Hardware Purchases (036-1012) into Capital Assets (1011) to allocate budgeted funds for purchase of computer equipment into proper line item.**

28. **PURCHASING:**
    A. **Authorize advertising for bids for books for opening day collections.**
    B. **Authorize advertising for statements of qualifications for architectural services required to accomplish County-wide remodeling and new construction projects.**
    C. **Accept Bond Renewal for Gilbert D. Jalomo, Jr., County Purchasing Agent through March, 2005.**

29. RISK MANAGEMENT:

A. Approve payment in the amount of $214.24 to Binswanger Glass Company #29 for repairs to non-County vehicle damaged on February 18, 2003. (Fund: 010-068-0403-7100)

B. Approve Amendment No. 2 to the Agreement between Fort Bend County and UNUM Provident Corporation, changing the waiting period to "first of the month following 90 days" effective January 1, 2003.

C. Approve Amendment to Administrative Service Agreement between Fort Bend County and United Behavioral Health, to include obligations required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for the Employee Assistance Program.

30. SHERIFF'S OFFICE: Authorize Amendment to the Fort Bend County Sheriff's Office Grant from the Texas Department of Health's Tobacco Prevention and Control Program to change performance measures as indicated on Attachment 01B of Document No. 7460019692-2003 through August 31, 2003.

31. TAX ASSESSOR/COLLECTOR:

A. Approve refunds over $500 as detailed in Tax Assessor's Report dated March 18, 2003, for an amount totaling $7,571.44.

B. Approve refunds over $500 as detailed in Tax Assessor's Report dated March 19, 2003, for an amount totaling $22,446.07.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 5-7A and 8, 9B-G, and 10-31.

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

9. AUDITOR:

A. Ratify acceptance of grant in the amount of $170,751 from the Texas Task Force on Indigent Defense for Indigent Defense Services through September 30, 2003.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to ratify acceptance of grant in the amount of $170,751 from the Texas Task Force on Indigent Defense for Indigent Defense Services through September 30, 2003.

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

32. **COUNTY JUDGE:**

A **Take all appropriate action to authorize the County's participation in the AirCheck Texas Repair and Replacement Program and authorize development of an activity plan and agreement between Fort Bend County and the Texas Commission of Environmental Quality for grant funding, with no match required.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize the County's participation in the AirCheck Texas Repair and Replacement Program and authorize development of an activity plan and agreement between Fort Bend County and the Texas Commission of Environmental Quality for grant funding, with no match required.

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

B **Take all appropriate action to authorize the County Attorney to prepare an agreement for administration of the AirCheck Texas Repair and Replacement Program.**

Mike Temple, representing HGAC discussed administering the AirCheck Texas Repair and Replacement Program

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize the County Attorney to prepare an agreement for HGAC to administer of the AirCheck Texas Repair and Replacement Program.

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

C. **Take all appropriate action to ratify Fort Bend County's engagement of legal services related to the issuance of a Sand & Gravel permit to Riverside Aggregates Company from Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel for an amount not to exceed $1,200.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to ratify Fort Bend County's engagement of legal services related to the issuance of a Sand & Gravel permit to Riverside Aggregates Company from Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel for an amount not to exceed $1,200 and authorize funding from non-departmental fees & services

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

D **Take all appropriate action on request to transfer the amount of $1,200 from Contingency into County Judge, Fees and Services (001-4010) to allocate funds for legal services provided by Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel.**

Cancel

33. **COMMISSIONER, PCT. 1:**

A. **Take all appropriate action on request by American Breco Corporation, Inc. to waive penalty and interest on property taxes in the amount of $8,619.03 for Account #MA24-00-000-1571-RI for tax year 1999, Pct. 1.**

Postpone

Jeff Wells, attorney representing American Breco Corporation, Inc , requested waiver of penalty and interest

B. **Take all appropriate action on request by Xiaodong Li to waive penalty and interest on property taxes in the amount of $34.70 for Account #6465-02-001-0210-901 for tax year 2002, Pct. 1.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve request by Xiaodong Li to waive penalty and interest on property taxes in the amount of $34.70 for Account #6465-02-001-0210-901 for tax year 2002, Pct. 1

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

C. **Take all appropriate action on request by Bruce Magid to waive penalty and interest on property taxes in the amount of $87.91 for Account #2011-01-003-0050-901 for tax year 2002, Pct. 1.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to deny request by Bruce Magid to waive penalty and interest on property taxes in the amount of $87.91 for Account #2011-01-003-0050-901 for tax year 2002, Pct 1.

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

D **Take all appropriate action on request by John R. Dial to waive penalty and interest on property taxes in the amount of $98.29 for Account #2156-03-001-0380-901 for tax year 2002, Pct. 1.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve request by John R. Dial to waive penalty and interest on property taxes in the amount of $98 29 for Account #2156-03-001-0380-901 for tax year 2002, Pct. 1

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

34 **COMMISSIONER, PCT. 3:**

A **Take all appropriate action on request by Felix Guardado to waive penalty and interest on property taxes in the amount of $98.29 for Account #2276-01-001-0430-914 for tax year 2002, Pct. 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve request by Felix Guardado to waive penalty and interest on property taxes in the amount of $98 29 for Account #2276-01-001-0430-914 for tax year 2002, Pct. 3.

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

B **Take all appropriate action on request by Roger D. Case to waive penalty and interest on property taxes in the amount of $44.55 for Account #7615-01-006-0080-901 for tax year 2002, Pct. 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve request by Roger D Case to waive penalty and interest on property taxes in the amount of $44 55 for Account #7615-01-006-0080-901 for tax year 2002, Pct 3.

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

35 **COMMISSIONER, PCT. 4: Take all appropriate action on request by Phong Van Le to waive penalty and interest on property taxes in the amount of $41.45 for Account #5005-01-004-0120-907 for tax year 2002, Pct. 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve request by Phong Van Le to waive penalty and interest on property taxes in the amount of $41 45 for Account #5005-01-004-0120-907 for tax year 2002, Pct. 4.

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

36 **BUDGET OFFICER:**

A **Take all appropriate action on Change Order No. 4 to Rosenberger Construction, reducing the contract amount by $63,720 for the Travis Building Renovations. (Fund: 254-045-2030)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Change Order No 4 to Rosenberger Construction, reducing the contract amount by $63,720 for the Travis Building Renovations (Fund: 254-045-2030)

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

Item 36 continued – Budget Officer:

B. **Take all appropriate action to amend the FY 2004 Fort Bend County Budget Policy as presented by the Budget Officer.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to amend the FY 2004 Fort Bend County Budget Policy as presented by the Budget Officer.

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

37. **ADMINISTRATIVE SERVICES: Take all appropriate action to adopt a parking plan for the Travis Building in order to comply with ADA handicapped parking requirements.**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and carried (3-2), it is ordered to accept option #1 as amended to create additional handicapped parking spaces at the Travis Building and authorize County Judge to designate parking places for elected officials

Judge Hebert	yes	Commissioner Meyers	no
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	no		

38. **CONSTABLE, PCT. 3: Take all appropriate action on request to transfer the amount of $4,239 from Automobiles (025-6025) into Property and Equipment (025-1010) to allocate funds for purchase of emergency equipment for new patrol vehicle (2003 Impala).**

Pass.

39. **COUNTY ATTORNEY:**

A. **Take all appropriate action on request to transfer the amount of $7,864 from Contingency into County Attorney Property and Equipment (054-1010) $5,434, Fees and Services (054-4010) $400 and Communications Equipment (054-6026) $2,030 to allocate funds for furniture and equipment expenditures not covered within the Travis Building Renovation Project.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve request to transfer the amount of $7,864 from Contingency into County Attorney Property and Equipment (054-1010) $5,434, Fees and Services (054-4010) $400 and Communications Equipment (054-6026) $2,030 to allocate funds for furniture and equipment expenditures not covered within the Travis Building Renovation Project.

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

Item 39 continued – County Attorney:

B **Take all appropriate action on request to transfer the amount of $3,500 from Capital Improvements (254-7015) into Property and Equipment (254-1010) to complete furnishings for the County Attorney's conference room with items purchased from Corporate Outlet.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve request to transfer the amount of $3,500 from Capital Improvements (254-7015) into Property and Equipment (254-1010) to complete furnishings for the County Attorney's conference room with items purchased from Corporate Outlet.

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

40. **COUNTY CLERK:**

A. **Take all appropriate action to approve reimbursement in the amount of $303.50 to Dianne Wilson for advance purchase of airline ticket to Seattle, Washington, to attend ATIM conference without a purchase order.**

Cancel

B. **Take all appropriate action to consider amending travel policy to authorize reimbursement of advance airline ticket purchases.**

Purchasing Agent will make a recommendation to the court at a later date

41 **ENGINEERING: Take all appropriate action to approve Memorandum of Understanding between Fort Bend County and Fort Bend County Municipal Utility District No. 81 with respect to certain responsibilities under ongoing administration of flood insurance with the boundaries of the District.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Memorandum of Understanding between Fort Bend County and Fort Bend County Municipal Utility District No 81 with respect to certain responsibilities under ongoing administration of flood insurance with the boundaries of the District.

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

42. **HUMAN RESOURCES: Take all appropriate action to approve replacing Position Number 027-0019, Chaplain 0748T, Grade 7, with Detention Deputy – Utility 0730T, Grade 7, in the Sheriff's Office.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve replacing Position Number 027-0019, Chaplain 0748T, Grade 7, with Detention Deputy – Utility 0730T, Grade 7, in the Sheriff's Office

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

43. **JUSTICE OF THE PEACE, PCT. 1, PL. 2: Take all appropriate action on request to transfer the amount of $2,500 from Contingency into Overtime (019-0202) to allocate additional funds for implementation and programming of the Automated Court System.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve request to transfer the amount of $2,500 from Contingency into Overtime (019-0202) to allocate additional funds for implementation and programming of the Automated Court System

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

44 **JUSTICE OF THE PEACE, PCT. 2: Take all appropriate action on request to transfer the amount of $2,000 from Contingency into Overtime (052-0202) to allocate additional funds for increased hours required to implement Automated Court System.**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve request to transfer the amount of $2,000 from Contingency into Overtime (052-0202) to allocate additional funds for increased hours required to implement Automated Court System.

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

45 **PURCHASING:**

A. **Take all appropriate action on Bid #03-051 - Rubber Tired Asphalt Paving Machine. (Funding: Road and Bridge 1011)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-00, it is ordered to approve bid #03-051 and authorize purchase of new rubber tired asphalt paving machine from Mustang Tractor & Equipment in the amount of $262,591 00 plus optional warranty at $2,480.00 for a total amount of $265,071.00.
(Funding Road and Bridge 1011)

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

B. **Take all appropriate action to authorize the purchase of one (1) ½ ton pick-up truck for Sheriff's Office from Bid #03-002 in the amount of $12,976 from Lawrence Marshall Chevrolet (Funding: Sheriff's Office and Risk Management).**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to authorize the purchase of one (1) ½ ton pick-up truck for Sheriff's Office from Bid #03-002 in the amount of $12,976 from Lawrence Marshall Chevrolet (Funding Sheriff's Office and Risk Management).

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

Item #45 continued – Purchasing:

C. **Take all appropriate action to consider granting an exemption to the competitive bid requirements as authorized by § 262.024(a)(7) of the Texas Local Government Code for the purchase of a sole source item – Renewal of Annual Maintenance for Imaging Server and Renewal of Investment Protection Program from eiStream WMS, Inc. for County Clerk's Office (Fund: 144)**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve granting an exemption to the competitive bid requirements as authorized by § 262.024(a)(7) of the Texas Local Government Code for the purchase of a sole source item – Renewal of Annual Maintenance for Imaging Server and Renewal of Investment Protection Program from eiStream WMS, Inc. for County Clerk's Office (Fund: 144)

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

D. **Take all appropriate action to consider approving purchase of the following items from State of Texas Qualified Information Systems vendors:**

1) **Motorola, Inc. – Ten (10) MW-800 Mobile Workstations for an amount not to exceed $68,430 (Funding: Sheriff 6026).**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve purchase of ten (10) MW-800 Mobile Workstations for an amount not to exceed $68,430 from Motorola, Inc. (Funding. Sheriff 6026).

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

2) **Mark III Systems, Inc. – Renewal of annual hardware maintenance agreement for IBM hardware supported by the County's MIS Department for an amount not to exceed $46,191 (Funding: MIS 4010).**
3) **Xiotech Corporation – Computer equipment and installation for an amount not to exceed $75,740 (Funding: MIS 1012).**
4) **SBC Data Comm – Cisco Systems equipment for an amount not to exceed $68,760 (Funding: MIS 1012).**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve items D2-4.

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

E. **Take all appropriate action on RFQ #03-032, Request for Statements of Qualification for Design/Build of Sheriff's Office Vehicle Evidence Facility, and designate funding source.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to authorize Commissioner Pct 1 to serve on committee to negotiate a contract with Stonehenge Development. Funding South Highway 6 Library Project Account.

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

Item #45 continued – Purchasing:

F. **Take all appropriate action to approve Qualified Primary and Secondary Brokers, Pools, Money Market Mutual Funds and Commercial Paper Issuers for the 2003 Fort Bend County Investment Plan as listed in report by County Treasurer dated March 18, 2003.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Qualified Primary and Secondary Brokers, Pools, Money Market Mutual Funds and Commercial Paper Issuers for the 2003 Fort Bend County Investment Plan as listed in report by County Treasurer dated March 18, 2003

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

46. **RISK MANAGEMENT: Take all appropriate action to approve the appointment of Privacy Officers for the following departments: Nancy Drake for Clinical Health Services, Karl Lavine for Indigent Care, Daniel Kosler for Emergency Medical Services, and Ann Werlein for the County Judge's Office.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve the appointment of Privacy Officers for the following departments as amended: Nancy Drake for Clinical Health Services, Karl Lavine for Indigent Care, Daniel Kosler for Emergency Medical Services.

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

47. **TAX ASSESSOR/COLLECTOR:**

A **Take all appropriate action on request to transfer the amount of $17 from Contingency into Tax Office Overtime (003-0202) to allocate additional funds for increased hours for part-time employee.**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve request to transfer the amount of $17 from Contingency into Tax Office Overtime (003-0202) to allocate additional funds for increased hours for part-time employee

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

Item #47 continued – Tax Assessor/Collector:

B. **Take all appropriate action to approve property tax exemptions from the Fort Bend County General Fund for the 2003 tax year as follows:**

Homestead Exemption:	**$5,000 or 20 Percent (whichever is greater)**
Over Age 65 Exemption:	**$100,000**
Disabled Person Exemption:	**$100,000**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve property tax exemptions from the Fort Bend County General Fund for the 2003 tax year as follows:

Homestead Exemption·	$5,000 or 20 Percent (whichever is greater)
Over Age 65 Exemption	$100,000
Disabled Person Exemption·	$100,000

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

C **Take all appropriate action on request by Kent/Avnet to amend Tax Abatement Agreement between Fort Bend County and Kent/Avnet for a one-year extension.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve request by Kent/Avnet to amend Tax Abatement Agreement between Fort Bend County and Kent/Avnet for a one-year extension

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

D **Take all appropriate action on the Amendment to Tax Abatement Agreement between Fort Bend County and RTRON Limited to transfer ownership of the property to NL Ventures Cash Road, L.P.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the amendment to Tax Abatement Agreement between Fort Bend County and RTRON Limited to transfer ownership of the property to NL Ventures Cash Road, L P.

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

E. **Take all appropriate action on the Amended and Restated Tax Abatement Agreement between Fort Bend County and SugarLand Properties Incorporated (Town Square).**

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

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

Item #47 continued – Tax Assessor/Collector:

F **Take all appropriate action on the assignment of Tax Abatement Agreement between Fort Bend County and Transwestern Sugar Land L.P.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the assignment of Tax Abatement Agreement between Fort Bend County and Transwestern Sugar Land L.P

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

48. **TELECOMMUNICATIONS: Take all appropriate action on Agreement between Fort Bend County and Southwestern Bell Telephone, L. P. to provide pay phone services for the Jail Inmate Coin System at the Fort Bend County Jail for a term of five years.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Southwestern Bell Telephone, L. P. to provide pay phone services for the Jail Inmate Coin System at the Fort Bend County Jail for a term of five years.

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

49. **Approve Bills.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of $5,906,270 25.

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

Recess.

Recessed at 2 20 p.m

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

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

Litigation: Health Care Medical Subrogation Claim: Turner, Flint, Date of Accident June 10, 2001. Cause No. 02-CV-125822; Flint Turner v. Yiu Cheong Wong and Frankwell Investment Services; In the 268th Judicial District Court of Fort Bend County, Texas.

B. **§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property.**

Land Matters, Pct. 4.

Closed Session.

Convened at 2:41 p m
Adjourned at 2:46 p.m.

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

A. **§ 551.071. Consultation With Attorney.**

Litigation: Health Care Medical Subrogation Claim: Turner, Flint, Date of Accident June 10, 2001. Cause No. 02-CV-125822; Flint Turner v. Yiu Cheong Wong and Frankwell Investment Services; In the 268th Judicial District Court of Fort Bend County, Texas.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to accept the proposal made by letter dated March 10, 2003 from Attorney Michael Kerensky, on behalf of his client Flint Turner, for settlement of the County health care plan's subrogation lien against the personal injury claims asserted by Flint Turner, arising from an accident on June 10, 2001

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

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

Land Matters, Pct. 4.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize County Attorney and County Engineer to obtain two parcels of land in Pct 4.

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

52. **Adjournment.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to adjourn Commissioners Court at 2:48 p m. on Tuesday, March 25, 2003

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

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 25th DAY of MARCH, 2003, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present

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

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

1. Call to Order.

Call to Order by Judge Hebert at 1 07 p.m.

2. Accept monthly report for the month of February, 2003.

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to accept monthly report for the month of February, 2003.

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

3. Take all appropriate action to approve property tax exemptions from the Fort Bend County Drainage District Fund for the 2003 tax year as follows:

Homestead Exemption:	**$5,000 or 20 Percent (whichever is greater)**
Over Age 65 Exemption:	**$100,000**
Disabled Person Exemption:	**$100,000**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve property tax exemptions from the Fort Bend County Drainage District Fund for the 2003 tax year as follows

Homestead Exemption·	$5,000 or 20 Percent (whichever is greater)
Over Age 65 Exemption	$100,000
Disabled Person Exemption:	$100,000

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

4. Adjournment.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to adjourn the Drainage District Board Meeting at 1 08 p.m on Tuesday, March 25, 2003.

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

FORT BEND COUNTY COMMISSIONERS COURT

PUBLIC PARTICIPATION FORM

3 MINUTE TIME LIMIT

PLEASE FILL OUT ALL APPROPRIATE BLANKS.
PLEASE PRINT OR WRITE LEGIBLY.

NAME: Richard Fields

HOME ADDRESS: 12114 Chesham Cy

Houston, Tx

HOME PHONE: 281-530-2669

PLACE OF EMPLOYMENT: Aguirre & Fields, LP

WORK PHONE: 281-340-8900

DO YOU REPRESENT ANY PARTICULAR GROUP /ORGANIZATION? _____

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

WHICH AGENDA ITEM DO YOU WISH TO ADDRESS? Consent Item No.

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

SIGNATURE: [signature]

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

Want to introduce FBC Jail HVAC Retrofit Team

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

DATE SUBMITTED: 03/10/03
SUBMITTED BY: Pamela Poole
DEPARTMENT: 072
PHONE NO.: 281 403-8000
AGENDA # 5A
COURT AGENDA DATE: 03/25/03

SUMMARY OF ITEM: Record into the minutes, out-of-state travel for Commissioner Prestage to attend the NOBCO Conference in Shreveport, La from May 14-18, 2003. fund 072-0701

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

LIST SUPPORTING DOCUMENTS ATTACHED:

FORT BEND COUNTY RECEIVED
MAR 16 2003

FINANCIAL SUMMARY:

COUNTY JUDGE

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes( ) No( ) N/A( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund 010 Agency 072 Object 0701	N/A ( )	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

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

DATE SUBMITTED: 03-19-03

SUBMITTED BY: Sheila Whiting

DEPARTMENT:

PHONE NO.:

AGENDA # 5B

COURT AGENDA DATE: 03-25-03

FORT BEND COUNTY RECEIVED

MAR 19 2003

COUNTY JUDGE

SUMMARY OF ITEM: Travel Authorization for:
Ruben Davis-Constable
Sharon Arnold

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED. 2 regristration forms attached. (As of this date the Agenda for the conference is not available.)

FINANCIAL SUMMARY:

BUDGETED ITEM: Yes (X) No ( ) N/A ( )

ANNUALIZED DOLLARS: One Time XX

COMMENTS: Funding Source 0701

Funding Source:
Fund Agency Object

Recurring ( )
N/A ( )

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

Requesting permission for an official trip outside of Fort Bend County. Constable Davis & Sharon Arnold will travel to Tulsa, Oklahoma to attend the Nobel's 27th Annual Conference. Date of Departure: July 10, 2003. Date of Return: July 17, 2003.

National Organization of Black Law Enforcement Executives
27th Annual Training Conference and Exhibition

Tulsa Convention Center • Tulsa, Oklahoma
July 11 - 17, 2003

Registration Application

Member No 16729 (Dues must be current through 2003 to register) Member Type Member

Full Name Sharon Arnold

Informal first name to appear on badge Asst. Chief Arnold

Organization Fort Bend County, Constable 2 Rank Asst. Chief

Mailing Address 303 Texas Parkway

City, State, Zip Missouri City

Phone 281-403-8010 Fax 281-403-8027 Email arnoldsha@co.fort-bend.tx.us

Spouse/Guest Name _____

Guest Name _____

Youth Name _____ Age _____

Youth Name _____ Age. _____

Pre-registration is required for the following Training Sessions Please select ONE if you plan to attend.

☐ **Assessment Center (maximum enrollment 40)** ☐ **Media Relations (maximum enrollment 40)**

Registration Fees

	Early Bird Before 4/11/03	Regular Before 6/13/03	Onsite After 6/13/03	Total
Member	$375 00	$425 00	$450 00	$ 425.00
Nonmemer	$475 00	$525 00	$550 00	$ _____
Spouse/Guest	$125 00	$150 00	$175 00	$ _____
Youth	$100 00	$125 00	$150 00	$ _____
			Total Payment	$ 425.00

Members age 65 or older with 10 years of membership receive a 50% discount off the registration member fee

Method of Payment

Form of Payment Check_____ Money Order_____ Visa_____ MasterCard_____ PO #_____

Credit Card # _____ Expiration Date _____ Amount _____

Signature _____ Printed Name _____

ALL APPLICATIONS MUST BE RECEIVED BY JUNE 13, 2003

Please allow ten (10) business days for your registration to be received by NOBLE **Please DO NOT mail the form if you have faxed it, as this may create a double charge to your credit card** All cancellations must be received in **writing** no later than **June 13, 2003** and may be subject to a $50 00 cancellation fee Refunds will be issued via mail after the close of the conference Mail application with payment to **NOBLE 2003 Conference, P.O. Box 2328, Merrifield, VA 22116-2328** Phone (703) 658-1529, Fax (703) 658-9479, E-mail noble@noblenatl org, Home Page http//www noblenatl org

National Organization of Black Law Enforcement Executives
27th Annual Training Conference and Exhibition

Tulsa Convention Center • Tulsa, Oklahoma
July 11 - 17, 2003

Registration Application

Member No 10058 (Dues must be current through 2003 to register) Member Type Member

Full Name Ruben Davis

Informal first name to appear on badge Constable Davis

Organization Fort Bend County Constable Department Rank Constable

Mailing Address 303 Texas Parkway

City, State, Zip Missouri City, Texas 77459

Phone 281-403-8010 Fax 281-403-8027 Email davisrub@co.fort-bend.tx.us

Spouse/Guest Name _____

Guest Name _____

Youth Name _____ Age _____

Youth Name _____ Age _____

Pre-registration is required for the following Training Sessions Please select ONE if you plan to attend.

❑ **Assessment Center (maximum enrollment 40)** ❑ **Media Relations (maximum enrollment 40)**

Registration Fees

	Early Bird Before 4/11/03	Regular Before 6/13/03	Onsite After 6/13/03	Total
Member	$375 00	$425 00	$450 00	$ 425.00
Nonmemer	$475 00	$525 00	$550 00	$
Spouse/Guest	$125 00	$150 00	$175 00	$
Youth	$100 00	$125 00	$150 00	$
			Total Payment	$ 425.00

Members age 65 or older with 10 years of membership receive a 50% discount off the registration member fee

Method of Payment

Form of Payment Check_____ Money Order_____ Visa_____ MasterCard_____ PO #_____

Credit Card # _____ Expiration Date _____ Amount _____

Signature _____ Printed Name _____

ALL APPLICATIONS MUST BE RECEIVED BY JUNE 13, 2003

Please allow ten (10) business days for your registration to be received by NOBLE **Please DO NOT mail the form if you have faxed it, as this may create a double charge to your credit card.** All cancellations must be received in **writing** no later than **June 13, 2003** and may be subject to a $50 00 cancellation fee Refunds will be issued via mail after the close of the conference Mail application with payment to. **NOBLE 2003 Conference, P.O Box 2328, Merrifield, VA 22116-2328** Phone (703) 658-1529, Fax (703) 658-9479, E-mail noble@noblenatl org, Home Page http//www noblenatl org

AGENDA ITEM

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/20/03

COURT AGENDA DATE: 3/25/03

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

AGENDA # 5C

SUMMARY OF ITEM: APPROVE TRAVEL FOR ROBERT LABARBERA TO TRAVEL TO THE 23RD ANNUAL ESRI INTERNATIONAL USER CONFERENCE FOR GIS/GPS UPDATES..... (FUND:010-043-0430-4014)

FORT BEND COUNTY RECEIVED
MAR 2 0 2003
COUNTY JUDGE

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM: Yes ( ) No ( ) N/A ( )

ANNUALIZED DOLLARS: One Time ( )

COMMENTS:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. 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:

ESRI International User Conference 2003

July 7-11, 2003 - San Diego, California



Main

Conference Calendar

Preconference Seminars

Plenary/Keynote Address

Sessions

Exhibits/ESRI Showcase

Map Gallery Reception

SIG and RUG Meetings

Activities/Family Tours

Student Assistantship

Be Part of the Conference

GIS Kids Camp/Child Care

Training Classes

Travel

Accommodations

Registration

Dates to Remember

Sponsors

Twenty-Third Annual ESRI International User Conference

Who to Meet
Questions?





GIS technology is expected, anticipated, and relevant in our places of work, our neighborhoods, and in our global community. Not only do we use GIS as practitioners, but we've come to expect businesses, governments, libraries, schools, nongovernment organizations (NGOs), and other organizations that affect our lives to apply spatial information to deliver services, ensure our safety, manage infrastructure, and preserve natural and man-made environments.

You can be a part of the knowledge-sharing process and help ensure that your organization is plugged in to the team-building and cross-organizational relationships that can give you the richness, security, and communication you need for your project goals. Whether you are a new user looking to meet other GIS professionals in your region, an experienced group of users coming for technology briefings, or a collaborative team that will be attending coordination meetings, the ESRI International User Conference is the single most important GIS meeting of the year

ESRI software users, this conference is for you! If you have a current maintenance contract, the conference registration may be complimentary

Look for your conference brochure to arrive by mail in late March
Or you can download the conference brochure. [PDF-1 40 MB

- Casual business attire is suggested

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

DATE SUBMITTED: 3/17/2003	**SUBMITTED BY:**	**AGENDA #**
	DEPARTMENT: County Judge	6A
COURT AGENDA DATE: 3/25/2003	**PHONE NO.: 281-341-8608**	

SUMMARY OF ITEM: Approve change in Commissioners Court schedule for the month of July 2003, meeting July 1, 15, 22, and 29, 2003.

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

LIST SUPPORTING DOCUMENTS ATTACHED·

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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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:

Approve change in schedule for the month of July 2003, meeting July 1, 15, 22, and 29, 2003
An out-of-town Judge's/Commissioners conference is scheduled during the second week of July.

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/20/03	SUBMITTED BY:	AGENDA # 6B
	DEPARTMENT: County Judge	
COURT AGENDA DATE: 3/25/2003	PHONE NO.. 281-341-8607	

SUMMARY OF ITEM: Approve request for Historic Site Property Tax Exemption for:
Darst-Yoder House located at 300 South 9th Street, Richmond, Texas, for year 2003.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. 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:

Approve exemption.

March 17, 2003

Fort Bend County

TO County Judge Robert E Hebert
Commissioner Tom Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Ben W "Bud" Childers, County Attorney

SUBJECT Historic Site Property Tax Exemption 2003
Darst Home
300 South 9th Street
Richmond, TX

Ladies and Gentlemen·

I again respectfully submit herewith an application for 100 percent Tax Exemption for the aforementioned Historic site property

I have submitted an application to the Fort Bend Central Appraisal District, Mr. Harris Watson, according to law

I sincerely appreciate your kind attention to this request and trust it will merit your approval

Sincerely,

Paul G. Johnston
(281) 342-4506

50-122 (Rev. 9-95/2)
[11.24 (8/88) Rule 9.403]

APPLICATION FOR HISTORIC OR ARCHEOLOGICAL SITE PROPERTY TAX EXEMPTION

YEAR 2003

Appraisal district name: FORT BEND CENTRAL APPRAISAL DISTRICT

Phone (area code and number): (281) 344-8623

Address: 2801 B.F. TERRY BLVD. ROSENBERG, TX 77471-5600

This application covers property you owned on January 1 of this year. You must file the completed application between January 1 and April 30 of this year. Be sure to attach any additional documents requested. You must apply for this exemption every year, it will not be automatically renewed.

Step 1: Owner's name and address

Owner's name: Johnston, Paul G.

Present mailing address (number and street): 300 S. 9th St.

City, town or post office, state, ZIP code: Richmond, TX 77469-3435

Phone (area code and number): (281) 342-4506

Owner is a(n) (please check)

[X] Individual [ ] Association [ ] Corporation [ ] Nonprofit corporation

Step 2. Describe the property

Legal description: Richmond; Block 104, Lot 1-7 (N50') & Lots 8-13 (S PT) .0426 Acres out of 10th St.

Step 3. List taxing units that have granted an exemption on the property

(Attach copy of each order granting exemption)

Taxing Unit	Amount or %	Taxing Unit	Amount or %
Fort Bend County	100%		

Has the Texas Historical Commission designated this property as a recorded Texas historical landmark or state archeological landmark? *(attach copy of order)* . Yes [X] No [ ]

Has each taxing unit listed above designated this property as a recorded Texas historical landmark or an historic or archeological site in need of tax relief? *(attach copy of order)* . . . . . Yes [ ] No [ ]

Step 4 Sign the application

By signing this application, you certify that this information is true and correct to the best of your knowledge and belief

sign here ▸ Signature: Paul G Johnston Date: 3-17-03

On behalf of *(name of organization)*:

Title: Owner

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

By the authority vested in it by the Legislature of the State of Texas, the Texas Historical Commission hereby designates

THE DARST-YODER HOUSE

of the city of **Richmond** county of **Fort Bend** as a Recorded Texas Historic Landmark and duly certifies that said structure is worthy of preservation because of its outstanding contribution to the heritage of Texas.

Governor of Texas

Maxine Blankenship
Chairman, Texas Historical Commission

November 26, 1975
Date

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

DATE SUBMITTED: 03/18/03	**SUBMITTED BY: County Attorney**	**AGENDA**
	DEPARTMENT: Pct. 1	**# 7A**
COURT AGENDA DATE: 03/25/03	**PHONE NO.: 4556**	

SUMMARY OF ITEM:

Deliberate and take action on Project Agreement between Fort Bend County and Village of Fairchilds to add material to a driveway located at 9921 Peterson Road.

RENEWAL CONTRACT/AGREEMENT. Yes ( ) No (X)

LIST SUPPORTING DOCUMENTS ATTACHED:

MAR 18 2003

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

3-31-03 Original Agreement sent to Laura @ Co. Attorneys Office.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251 012 and/or 251 015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the **Village of Fairchilds** ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its Village Council

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

I
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on December 18, 2001 The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

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

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

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

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

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

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

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

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

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

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

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

II.
PURPOSE

The purpose of this Project is to repair a driveway on a city owned street

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2003 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party

IV
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as adding material to a driveway on a city owned street, ("Project")

V
PROJECT LOCATION

The location for the Project is 9921 Peterson Road, ("Project Site")

VI

SCOPE OF WORK

COUNTY'S RESPONSIBILITIES

County agrees to provide up to 2 equipment hours at $35.00 per hour, up to 2 man hours of labor at $15 00 per hour, up to $100.00 in materials and up to $0 00 in cash to Local Government, for a total expenditure not to exceed **$310.00**

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

LOCAL GOVERNMENT'S RESPONSIBILITIES.

Local Government agrees to cooperate fully with Fort Bend County on this project

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

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

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

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

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

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

VII
MISCELLANEOUS

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

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

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

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

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

Notices, correspondence, and all other communications shall be addressed as follows.
If to Fort Bend County:

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

If to Village of Fairchilds.

Village of Fairchilds
8713 Fairchilds Road
Fairchilds, Texas 77469
Attn: Mayor

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

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

FORT BEND COUNTY

Robert Hebert, Fort Bend County Judge — Date: 3-25-03

Attest:

Dianne Wilson, Fort Bend County Clerk

VILLAGE OF FAIRCHILDS

Mayor — Date: 3-11-03

Attest:

Village Secretary

REVIEWED:

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **$310.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement

Ed Sturdivant, Fort Bend County Auditor

AS PER ORIGINAL

RECEIVED
FEB 11 2003
ROAD & BRIDGE

Village of Fairchilds
8713 Fairchilds Road
Richmond, Texas 77969

February 11, 2003

Dear Commissioner Stavinoha
701 South 4th Street
Richmond, Texas 77469

Dear Commissioner Stavinoha,

Elwood Oberhoff who lives at 9921 Peterson Road in the Fairchilds area is requesting additional gravel placed on all of his driveways.

We appreciate your help with this matter.

Sincerely,

Robert Myska

Robert Myska
Mayor
Village of Fairchilds

RM/pf

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

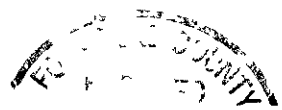
DATE SUBMITTED: 03/18/03	SUBMITTED BY: County Attorney	AGENDA # 8
	DEPARTMENT: Pct. 3	
COURT AGENDA DATE: 03/25/03	PHONE NO.: 4556	

SUMMARY OF ITEM:

Deliberate and take action on Project Agreement between Fort Bend County and City of Fulshear to provide assistance with roadway drainage by cleaning out the ditches along Oak Lane and at the intersection of Oak and Penn Lane.

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

LIST SUPPORTING DOCUMENTS ATTACHED:



MAR 18 2003

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

3-31-03 Original Agreement sent to Fulshear & Co. Attorneys Office.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

INTERLOCAL PROJECT AGREEMENT

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

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

I
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on December 18, 2001. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

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

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

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

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

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

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

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

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

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

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

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

II
PURPOSE

The purpose of this Project is to provide assistance with roadway drainage

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on ~~December 31, 2002~~ December 31, 2003 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party

IV
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with roadway drainage by cleaning out the ditches along Oak Lane and at the intersection of Oak and Penn Lane, both city owned streets, ("Project")

V
PROJECT LOCATION

The location for the Project is Oak Lane and the intersection of Oak and Penn Lane, ("Project Site")

VI
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES

County agrees to provide up to 27 equipment hours at $35 00 per hour, up to 30 man hours of labor at $15.00 per hour, up to $0 00 in materials and up to $0.00 in cash to Local Government, for a total expenditure not to exceed **$1,395.00**

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

LOCAL GOVERNMENT'S RESPONSIBILITIES.

Local Government agrees to provide up to 0 equipment hours at $0.00 per hour, up to 0 man hours of labor at $0.00 per hour, up to $0 00 in materials and up to $0.00 in cash to County, for a total expenditure not to exceed **$0.00**.

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

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

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

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

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

VII
MISCELLANEOUS

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

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

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

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

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

Notices, correspondence, and all other communications shall be addressed as follows
If to Fort Bend County:

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

If to City of Fulshear:

City of Fulshear
P.O. Box 538
Fulshear, Texas 77441
Attn Mayor

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

FORT BEND COUNTY

Robert Hebert, Fort Bend County Judge — Date: 3-25-03

Attest:

Dianne Wilson, Fort Bend County Clerk

CITY OF FULSHEAR:

Mayor — Date: 3-12-03

Attest:

City Secretary

REVIEWED:

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **$1,395.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

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

On this the 25th day of March, 2003, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Patterson, Seconded by Commissioner Meyers, duly put and carried,

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

FEB 1 2 2003

Incorporated 1977

CITY OF FULSHEAR

30306 FM 1093

281-346-1796 P O BOX 279 FULSHEAR, TEXAS 77441

February 11, 2003

RECEIVED
FEB 1 - 2003
ROAD & BRIDGE

Fort Bend County - Precinct 3
1809 Eldridge Road
Sugar Land, Texas 77478

Attention: Commissioner Andy Meyers

Re. Work Order for ditch cleaning

Please accept this letter as a request to:

Clean the ditches along Oak Lane and at the intersection of Oak and Penn Lane.

If you require additional information regarding this request, please contact Kathy Mayfield at 281-346-1796.

Thank you,

J. Michael Dinges
Mayor

OK
W R Meyers
2/13/03

GENDA ITEM

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

DATE SUBMITTED:	03/19/03	SUBMITTED BY:	Ed Sturdivant	AGENDA ITEM #	9A
		DEPARTMENT:	Auditor		
COURT DATE:	03/25/03	PHONE NO.:	3769		

SUMMARY OF ITEM: Fort Bend County has been awarded $170,751 for the 2003 formula grant from the Texas Task Force on Indigent Defense. This grant amount is based on the reported expenditures for providing legal sevices to indigents within the County's District and County Courts. We have coordinated with the Courts to identify all eligible expenses/costs to increase the County's share of the annual allocation. Our grant award has increased from $109,357 to $170,751.

RENEWAL CONTRACT/AGREEMENT. Yes ☐ No ☒

LIST SUPPORTING DOCUMENTS ATTACHED.

FINANCIAL SUMMARY:

BUDGETED ITEM. Yes ☐ No ☐ N/A ☒

Funding Source: Fund / Agency / Object

ANNUALIZED DOLLARS: One Time ☐ Recurring ☐ N/A ☐

COMMENTS:

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

CC with back up:

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

Instructions for submitting an Agenda Request.

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

RECOMMENDATION / ACTION REQUESTED:

Accept award of $170,751 for Indigent Defense Formula Grant from the Texas Task Force on Indigent Defense

Received Copy.

TEXAS TASK FORCE ON INDIGENT DEFENSE
205 West 14th Street, Suite 700 Tom C. Clark Building (512)936-6994
P O Box 12066, Austin, Texas 78711-2066

TO.	Robert Ed Sturdivant
Recipient Fax No	1(281)3413774
Recipient Co Name	Fort Bend
Description	

RECEIVED
JAN 29 2003
COUNTY AUDITOR

Sender's Name	Terri Tuttle
Sender's Fax No.	4753450
Totl Pages	4

Message :

Dear Formula Grant Contact Person:
The Task Force has awarded an Indigent Defense Formula Grant to your county. Please forward the attached Statement of Grant Award to the Authorized Official indicated in your county's resolution to the Task Force. Please return a signed copy via fax as soon as it has been signed or properly adopted in your county. We will not need an original mailed to us. After we have received your signed Statement of Grant Award and you have completed any required special conditions, if applicable, we will begin processing your quarterly payment with the Comptroller.

TEXAS TASK FORCE ON INDIGENT DEFENSE

205 West 14th Street, Suite 700 Tom C. Clark Building (512)936-6994

P.O Box 12066, Austin, Texas 78711-2066

www courts state tx us/tfid

CHAIR
THE HONORABLE SHARON KELLER
Presiding Judge, Court of Criminal Appeals

VICE CHAIR
THE HONORABLE OLEN UNDERWOOD

DIRECTOR
MR. JAMES D BETHKE

January 29, 2003

I am pleased to inform you that the Texas Task Force on Indigent Defense has awarded Fort Bend County a grant in the amount of $170,751 Your Formula Grant Award Statement for fiscal year 2003 is attached.

Last week, the Task Force was directed by the Governor, Lt Governor and Speaker of the House to submit a plan to reduce current spending this fiscal year by 7 percent The purpose of this request is to assist Texas in keeping the Texas budget balanced The Task Force will address the specifics of this issue at its next meeting in April. Once a date and time is set, notice will be posted immediately on the Task Force's website Please be aware that your county may not receive the full award amount Any necessary reduction will be tailored to minimize the impact on direct services and will not compromise the mission of the Task Force Your cooperation, efforts and understanding concerning this budget issue are most appreciated

By sharing some financial responsibility for indigent defense with Texas counties, the Task Force has the ability to promote innovation and improvement in indigent-defense systems statewide I wish to congratulate Fort Bend County on the efforts it has undertaken towards reaching these goals If you have any questions or need clarification on the information contained in this letter, please do not hesitate to contact any staff member of the Task Force at (512)936-6994

Sincerely,

Sharon Keller
Chair, Task Force on Indigent Defense
Presiding Judge, Court of Criminal Appeals

Task Force on Indigent Defense
Statement of Grant Award
Formula Grant

Grant Number.	212-03-079
Grantee Name·	Fort Bend County
Program Title	Indigent Defense Services
Grant Period.	10/01/2002-9/30/2003
Grant Award Amount	$170,751

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by February 16th The grantee will not receive any grant funds until this notice is executed and returned to the Task Force

Standard Grant Conditions

- The authorized official for the grantee accepts the grant award
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant, including the rules and documents adopted by reference in the Task Force on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants
- The indigent defense plan(s) submitted on behalf of the county shall comply with the Indigent Defense Grant Program Acknowledgment contained in the formula grant application. The Task Force will notify the authorized official if it determines that one or more of the plans submitted for a county does not comply with the Acknowledgment requirements If a new plan or plan amendment addressing the deficient areas of the plan is not submitted to the Task Force within 45 days of the date the authorized official is notified of the deficiency, then the Task Force will place a hold on grant funds until the county complies with the Acknowledgment requirements. If a county fails to comply by the end of the grant period (September 30, 2003) any funds disbursed to the county under the FY 2003 formula grant must be returned to the Task Force

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below·

Signature of Authorized Official

County Judge
Name & Title (must print or type)

3-13-03
Date

Website Access for County Indigent Defense Program Grantees

Please contact the Public Policy Research Institute (PPRI) at Texas A&M University at the E-mail address provided below to control your county's information on our website PPRI is providing business support services to the Task Force on Indigent Defense (Task Force) by developing an online system for collecting data and Indigent Defense Plans for all Texas counties The main interface with PPRI will be through the website that is accessible though the Task Force website (www.courts state tx us/tfid) The Task Force permits only county officials to edit and view the county information website Once you provide your information to PPRI and are given access to the website it can be used to

- Update contact information for county officials involved with the Indigent Defense Program
- View contact information for officials in other counties
- View upcoming deadlines related to
    - Formula Grants
    - Discretionary Grants
    - Indigent Defense Plan Submissions
- View your county's current and historical indigent defense submissions.
- View Indigent Defense Plans from other counties for ideas and comparisons

You are encouraged to visit the website and become familiar with available features The system is currently in the early stages of development, and more features will be added over time. **Through this website counties will eventually make all applications, reports, and other submissions to the Task Force.** Reporting instructions will be sent out as soon as they become available.

- A username and password are required for entry to the site Individuals who require access to the site should email Darby Johnson at djohnson@ppri tamu edu for a username and password Please state in your e-mail your name, title or position with the county, and telephone number

If you have questions regarding the website please contact Darby Johnson

Darby Johnson
Public Policy Research Institute
djohnson@ppri tamu edu
979/845-2003

If you have any other questions please contact the Task Force staff at (512) 936-6994

FORM BO1

9B

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the **25th** day of **March**, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 **Debt Service** *Department #* **777**

TRANSFER TO.

LINE-ITEM NAME	NUMBER	AMOUNT
Principal	301-777-7101-3100-7016	$325,000
	TOTAL TRANSFERRED TO $	**$325,000**

TRANSFER FROM:

Principal	301-777-7501-3200-7016	$325,000
	TOTAL TRANSFERRED FROM $	**$325,000**

EXPLANATION Per Auditor, Funds needed to be moved to correct Activity.

Department Head Jeanne Edwards Date Mar 10, 2003

THE COUNTY OF FORT BEND **USE WHOLE DOLLARS ONLY**

BY Robert E Hebert

Robert E Hebert, County Judge

Original to Budget Officer cc Commissioners Court

9C

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 25th day of March, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 Travis Bldg Renovation Proj Department # 254-045-2030

LINE-ITEM NAME	NUMBER	AMOUNT
TRANSFER TO.		
Property & Equipment	254-045-2030-2000-1010	$ 78,172
Materials	254-045-2030-2000-3000	10,313
Capital Assets	254-045-2030-2000-1011	85,975
IT Hardware	254-045-2030-2000-1012	12,891
Communications Equipment	254-045-2030-2000-6026	2,925
Transfers Out - General Fund	010-045-0450-4000-9200	17,201
	TOTAL TRANSFERRED TO	$ 207,477
TRANSFER FROM		
Property/Equip - Capital Outlay	010-042-0420-2000-1010	$ 17,201
Capital Improvement	254-045-2030-2000-7015	173,075
Transfers In - Travis Bldg (incr)	254-999-00TR	17,201
	TOTAL TRANSFERRED FROM	$ 207,477

EXPLANATION To transfer furniture & equipment allocation for Travis Bldg. Renovation
This transfer is based on the actual furniture/equipment allocation in the construction contract of $87,100, the allocation for the Troxell system in the 400th District Court of $85,975, and the allocation specifically set aside for the District Attorney in General Fund of $17,201.

Department Head _____ Date March 19, 2003

ROUND DOLLARS ONLY

THE COUNTY OF FORT BEND

BY _____
Robert E Hebert, County Judge

cc. Budget Office (original), Commissioners, County Judge, County Auditor

MAR 24 2003

9D

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 25th day of March, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 Mustang Community Ctr Department #. 202-045-2039

LINE-ITEM NAME	NUMBER	AMOUNT
TRANSFER TO		
Fees & Services	4010	$ 18,781
Capital Improvement	7015	93,219
	TOTAL TRANSFERRED TO	$ 112,000
TRANSFER FROM		
Permanent Improvement	1070	$ 112,000
	TOTAL TRANSFERRED FROM	$ 112,000

EXPLANATION To correct budget for Mustang Community Center to proper lineitems Fees & Services amount is based on architectural contract.

Department Head. Date March 19, 2003

ROUND DOLLARS ONLY

THE COUNTY OF FORT BEND

BY
Robert E Hebert, County Judge

cc Budget Office (original), Commissioners, County Judge, County Auditor

MAR 24 2003

9E

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 25th day of March, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 District Attorney Department # 012

LINE-ITEM NAME	NUMBER	AMOUNT
TRANSFER TO	Multi-Year	
Salary	010-012-G03D-0200-PER	$ 50,800
FICA/Medicare	010-012-G03D-0300-PER	3,888
Retirement	010-012-G03D-0400-PER	5,320
Group Insurance	010-012-G03D-0500-PER	4,980
Workers' Comp/Unemployment	010-012-G03D-0600-PER	458
Conferences/Travel	010-012-G03D-4014-TRV	4,000
	TOTAL TRANSFERRED TO	$ 69,446
TRANSFER FROM	Multi-Year	
State Reimb (increase)	010-012-G03D-STAT	$ 55,557
Salary	010-012-0120-0200	13,089
Conferences/Travel	010-012-0120-4014	800
	TOTAL TRANSFERRED FROM	$ 69,446

EXPLANATION To amend budget pursuant to LGC 111 0706 and allocate local match from District Attorney's budget for Narcotics Prosecutor Expansion grant from HGAC

Department Head [signature] Date March 19, 2003

ROUND DOLLARS ONLY

THE COUNTY OF FORT BEND

BY [signature]
Robert E Hebert, County Judge

MAR 2[illegible]

cc Budget Office (original), Commissioners, County Judge, County Auditor

9F

9F

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 25th day of March, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 Library Department # 030

LINE-ITEM NAME	NUMBER	AMOUNT
TRANSFER TO	Multi-Year	
Property & Equpment	010-030-G03A-1010-EQP	$ 2,895
Capital Assets	010-030-G03A-1011-EQP	40,505
Supplies	010-030-G03A-1062-SUP	2,200
Materials	010-030-G03A-3000-SUP	5,710
Fees & Services	010-030-G03A-4010-CNT	4,799
	TOTAL TRANSFERRED TO	$ 56,109
TRANSFER FROM	Multi-Year	
State Reimb (increase)	010-030-G03A-STAT	$ 56,109
	TOTAL TRANSFERRED FROM	$ 56,109

EXPLANATION To amend budget pursuant to LGC 111 0706 for Loan Star Library Grant

Department Head

Date March 19, 2003

ROUND DOLLARS ONLY

THE COUNTY OF FORT BEND

BY

Robert E Hebert, County Judge

cc Budget Office (original), Commissioners, County Judge, County Auditor

MAR 24

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 25th day of March, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 Extension Department # 032

LINE-ITEM NAME	NUMBER	AMOUNT
TRANSFER TO	Multi-Year	
Supplies	010-032-G03A-1062-SUP	$ 2,080
Materials	010-032-G03A-3000-SUP	2,500
Fees & Services	010-032-G03A-4010-CNT	40,195
Conferences/Travel	010-032-G03A-4014-TRV	1,050
Communications Equipment	010-032-G03A-6026-EQP	100
	TOTAL TRANSFERRED TO	$ 45,925
TRANSFER FROM.	Multi-Year	
Private Grant (increase)	010-032-G03A-GRNT	$ 45,925
	TOTAL TRANSFERRED FROM	$ 45,925

EXPLANATION To amend budget pursuant to LGC 111 0706 for In-Home Parent Educator Program grant

Department Head _____ Date March 19, 2003

ROUND DOLLARS ONLY

THE COUNTY OF FORT BEND

BY _____
Robert E Hebert, County Judge

cc Budget Office (original), Commissioners, County Judge, County Auditor

FORT BEND COUNTY AGENDA ITEM
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED:	03-14-03	SUBMITTED BY: Bill Roberts	AGENDA
		DEPARTMENT Budget Office	# 10 A+B
COURT AGENDA DATE:	03-25-03	PHONE NO : 281-238-3301	

SUMMARY OF ITEM:

Approve payment of invoice #10011475 in the amount of $1298.00 to PGAL for professional services rendered through January 31, 2003 related to the Travis Building Renovations.

Approve payment of invoice #10011476 in the amount of $167 22 to PGAL for reimbursable expenses incurred through January 31, 2003 related to the Travis Building Renovations.

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☒

LIST SUPPORTING DOCUMENTS ATTACHED: Invoice #10011475 & 10011476

FINANCIAL SUMMARY:

BUDGETED ITEM.	ANNUALIZED DOLLARS.	COMMENTS:
Yes ☒ No ☐ N/A ☐	One Time ☐	
Funding Source:	Recurring ☐	
Fund 254 Agency 045 Org 2030 Object 4010	N/A ☐	

FORT BEND COUNTY RECEIVED MAR 14 2003 COUNTY JUDGE

Original Form Submitted with back up to County Judge's Office ☒

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

FORT BEND COUNTY, TEXAS
PURCHASE ORDER

PO NUMBER PO 00100001.14

AS PER ORIGINAL

SPECIAL INSTRUCTIONS

PARTIAL

PAGE # 01
PO DATE 10 23 2001

DELIVER BY 10 24 2001

BUYER 13 CHERYL KNEJCI
CONFIRMING NO
FOB D

VENDOR
760291476 -
PIERCE GOODWIN ALEXANDER & LINVILLE
5555 SAN FELIPE, SUITE 1000
HOUSTON TX 77056
JEFFREY WEINER

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

BILL TO
COUNTY JUDGE
301 JACKSON
RICHMOND TX 77469

NOTE THIS ORDER WAS MODIFIED ON 07/11/2002

	DESCRIPTION	QUANTITY		UNIT COST	EXTENDED CO
001 041		1 000 EA	@	103,000 000000	103,000 00
254 045 2030 2000 4010 01					
ARCHITECTURAL SERVICES FOR THE TRAVIS BLDG REMODEL				# 10011475	1,298.00
TOTAL NOT TO EXCEED $100,000 - APPROVED CC 9/25/01					
ADDITIONAL $12,000 APPROVED IN CC 7/2/02					
002 041		1 000 EA	@	9,000.000000	9,000.00
254 045 2030 2000 4010 01					
REIMBURSABLE EXPENSES				# 10011476	167.22

$1,465.22

PAGE TOTAL 112,000
GRAND TOTAL 112,000

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

NATURE OF PURCHASING AGENT

AUTHORIZED SIGNATURE/DATE 3-25-03

CA FORM 1074 (MAY 92)

RECEIVING REPORT

PGAL

J C Whitten
Fort Bend County
Administrative Services, Ft. Bend County
4520 Reading Road
Rosenberg, TX 77471

February 27, 2003
Invoice No 10011475
Project No 215.01075 00

Re: Fort Bend County Travis Annex Bldg.

For professional services rendered through January 31, 2003

Professional Fees

Phase	% of Fee	Fee Amount	% Earned	Earned To Date	Less Prev Billed	Current Amt Due
Schematic Design	20 00	27,555 00	100 00	27,555 00	27,555 00	0 00
Design Development	20 00	27,555 00	100 00	27,555 00	27,555 00	0 00
Construction Documents	40.00	44,800 00	100 00	44,800 00	44,800 00	0 00
Bid Negotiation	5 00	5,600 00	100 00	5,600 00	5,600 00	0 00
Construction Administration	15 00	6,490 00	60 00	3,894 00	2,596 00	1,298 00
	100 00	112,000 00		109,404 00	108,106 00	1,298 00

Total Professional Fees **$1,298.00**

Total Current Billing **$1,298.00**

Approval

MAR 13

The Office of Pierce Goodwin Alexander & Linville
5555 San Felipe Suite 1000 Houston, Texas 77056 Tel· 713 622 1444 Fax. 713 968 9333

PGAL

J. C Whitten
Fort Bend County
Admin. Services, Ft. Bend County
4520 Reading Road
Rosenberg, TX 77471

February 27, 2003
Invoice No: 10011476
Project No 215 01075 01

Re Ft Bend Co Travis Annex Bldg

For reimbursable expenses incurred through January 31, 2003

Reimbursable Expenses

	Cost	Markup	Amount
A&E Products Company, Inc	88 37	10 00%	97 20
Burns DeLatte & McCoy, Inc	25 60	10 00%	28.16
Mach 5 Couriers dba Houston Delivery	12.50	10 00%	13 75
Michael H Lloyd	25 55	10 00%	28 11
Reimbursable Expenses			**$167.22**

Maximum Reimbursables	$9,000 00
Previously Billed	$8,727 59
Total Current Billing	**$167.22**

Approval

LGK
WBR

MAR 13 20

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED:	03-14-03	SUBMITTED BY: Bill Roberts	AGENDA #
		DEPARTMENT: Budget Office	
COURT AGENDA DATE:	03-25-03	PHONE NO.: 281-238-3301	10C

SUMMARY OF ITEM:

Approve payment in the amount of $690.00 to PIT, Inc. for architectural services related to the 5th Street Community Center Expansion Project through February 28, 2003 (202-045-2038-4010).

FORT BEND COUNTY RECEIVED MAR 14 2003

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☒

LIST SUPPORTING DOCUMENTS ATTACHED: Invoice #8

COUNTY JUDGE

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ☒ No ☐ N/A ☐	One Time ☐	
	Recurring ☒	
Funding Source: Fund Agency Org Obj	N/A ☐	

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

CC with back up:

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

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:

PTI, INC.
Engineers/Architects
Construction Managers

PTI, INC.
2925 Briarpark Drive
Suite 950
Houston, Texas 77042
T 713.266.6145
F 713.974.4812
www.pti-engineers.com

FORT BEND COUNTY RECEIVED
MAR 13 2003
COUNTY JUDGE

March 11, 2003

Honorable James C Adolphus
County Judge
301 Jackson
Richmond, Texas 77469

RE Fort Bend County
5th Street Community Center Expansion Project
Headstart Building
Purchase Order No · PC 00100001252
Our Project No 220620
Invoice Period Ending 2/28/03
Invoice No · 8

Dear Honorable Adolphus

We hereby submit our invoice for the above referenced project The total amount due this invoice is **Six Hundred Ninety Dollars and No Cents ($690.00).** Attached you will find the breakdown and all relevant back-up data

OK
WBR

Please feel free to call me if there are any questions

Very Truly Yours,

David L Collins (es)
David L Collins, P.E
President

DLC/ds

Enclosures

Cc· Commissioner Grady Prestage
William B. Robert

C \Invoices\220620 Headstart\Feb03\220620 Inv8 doc

MAR 13 2003

FORT BEND COUNTY, TEXAS
PURCHASE ORDER

PO NUMBER PC 00100001252

SPECIAL INSTRUCTIONS

PARTIAL

PAGE # 01
PO DATE 06 10 2002

DELIVER BY 06 10 2002

BUYER. CONFIRMING FOB
13 CHERYL KREJCI NO D

VENDOR
341045780 -
PTI INCORPORATED
2925 BRIARPARK DR. SUITE 950
HOUSTON TX 77042
DAVID L COLLINS

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

BILL TO
COUNTY JUDGE
301 JACKSON
RICHMOND TX 77469

NOTE THIS ORDER WAS MODIFIED ON 02/11/2003

DESCRIPTION	QUANTITY		UNIT COST	EXTENDED CO
001 218	1 000 EA	@	31,485 000000	31,485 00
202 045 2038 2000 4010 01				
ARCHITECTURAL SERV FOR 5TH ST COMM CTR EXPANSION PROJECT				
AS APPROVED CC 5/28/02 AS PROFESSIONAL SERVICE				

Invoice # 8 690.00

690.00

PAGE TOTAL 31,485.00
GRAND TOTAL : 31,485 00

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

GNATURE OF PURCHASING AGENT

AUTHORIZED SIGNATURE/DATE 3-25-03

ICA FORM 1074 (MAY 92)

RECEICING REPORT

FORT BEND COUNTY
5TH STREET COMMUNITY CENTER EXPANSION PROJECT
Headstart Building
Purchase Order No PC 00100001252
Period Ending. February 28, 2003
PTI, Inc Project # 220620
Invoice No 8

TOTAL CONTRACT AMOUNT:		$ 24,585 00
Schematic Design		
Total Amount of Fee		$3,150.00
Percent Complete	100 00%	$3,150 00
Less Amount Previously Billed		$3,150.00
Amount Due This Invoice		$0 00
Balance of Schematic Design Phase		$0.00
Design Development Phase		
Total Amount of Fee		$7,350 00
Percent Complete	100 00%	$7,350 00
Less Amount Previously Billed		$7,350 00
Amount Due This Invoice		$0.00
Balance of Design Development Phase		$0.00
Construction Documents Phase		
Total Amount of Fee		$7,350 00
Percent Complete	100 00%	$7,350.00
Less Amount Previously Billed		$7,350.00
Amount Due This Invoice		$0.00
Balance of Construction Documents Phase		$0 00

Additional Services

Total Amount of Fee		$6,900 00
Percent Complete	100.00%	$6,900.00
Less Amount Previously Billed		$6,210 00
Amount Due This Invoice		$690 00
Balance of Additional Services		$0 00

Bidding and Contract Phase

Total Amount of Fee		$1,150 00
Percent Complete	0.00%	$0 00
Less Amount Previously Billed		$0 00
Amount Due This Invoice		$0.00
Balance of Bidding and Contract Phase		$1,150 00

Construction Phase

Total Amount of Fee		$2,000 00
Percent Complete	0 00%	$0.00
Less Amount Previously Billed		$0 00
Amount Due This Invoice		$0 00
Balance of Construction Phase		$2,000 00

Additional Services

Total Amount of Fee				$3,485 00
	Invoice Amt	Mark-up	Total	
HVJ	$ 2,475.00	10%	$ 2,722.50	$2,722.50
Less Amount Previously Billed				$2,722.50
Amount Due This Invoice				$0.00
Balance of Additional Services Phase				$762 50

Amount of Fee Due this Invoice **$690.00**

FORT BEND COUNTY AGENDA ITEM
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 03-18-03

COURT AGENDA DATE. 03-25-03

SUBMITTED BY: Bill Roberts
DEPARTMENT. Budget Office
PHONE NO.: 281-238-3301

AGENDA # 10 D

SUMMARY OF ITEM:

Approve Pay Application #4 in the amount of $255,495 to Rosenberger Construction LP for work done for the Travis Building Renovations.

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☒

LIST SUPPORTING DOCUMENTS ATTACHED: Pay Application #4

FINANCIAL SUMMARY:

BUDGETED ITEM·	ANNUALIZED DOLLARS:	COMMENTS·
Yes ☒ No ☐ N/A ☐	One Time ☐ Recurring ☐ N/A ☒	

Funding Source·
Fund 257 Agency 045 Org 2030 Obj 4010

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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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.

ROSENBERGER CONSTRUCTION

INVOICE

TO: Fort Bend County
4520 Reading Rd , Suite A
Rosenberg, TX 77471

Attn Purchasing Department

DATE: **February 28, 2003**

INVOICE NO. **1221**

PROJECT NO.	ACCOUNT NO.	NAME OF PROJECT
168-00	**2210**	**Renovations to Wm. B. Travis Annex, Floors 6 & 7**

APPLICATION AND CERTIFICATE FOR PAYMENT NO 4
AS PER ATTACHED

AMOUNT DUE ---------- **$255,495.00**

OK
WBR

11757 Katy Freeway Suite 390 Houston, Texas 77079 281 556 6100 Fax 281 556 6444

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER)	PROJECT			Distribution to
Fort Bend County 4520 Reading Rd , Suite A Rosenberg, TX 77471	Wm Travis Annex 6 & 7 309 S 4th St Richmond, TX	APPLICATION NO	FOUR (4)	[X] OWNER
		PERIOD TO	2/28/2003	[X] ARCHITECT
FROM (CONTRACTOR)	ARCHITECT	ARCHITECT'S PROJECT NO	215-01075-00	[X] CONTRACTOR
Rosenberger Construction LP 11757 Katy Freeway, Suite 39 Houton, TX 77079	PGAL 5555 San Felipe, Suite 1000 Houston, TX 77056			[ ]
		CONTRACT DATE	10/25/2002	[ ]

CONTRACT FOR GENERAL CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
	TOTAL	9,675	0
Approved this Month			
Number	Date Approved		
FIRE L	Feb 10, 2003	11,845	
	TOTALS	11,845	0
Net change by Change Orders		21,520	0

Application is made for Payment, as shown below, in connection with the Contract

Continuation Sheet is attached

1	ORIGINAL CONTRACT SUM		$ 848,900
2	Net change by Change Orders		$ 21,520
3	CONTRACT SUM TO DATE		$ 870,420
4	TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)		$ 783,320
5	RETAINAGE		
a	10 % of Completed Work (Column D + E on Continuation Sheet)	$ 78,332	
b	10 % of Stored Materials (Column F on Continuation Sheet	$	
	Total Retainage (Line 5a +5b or Total in Column I of Continuation Sheet)		$ 78,332
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 704,988
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 449,493
8	CURRENT PAYMENT DUE		$ 255,495
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 165,432

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 ROSENBERGER CONSTRUCTION LP

By _____ Date February 28, 2003

Kent J Rosenberger, President

State of TEXAS County of HARRIS

Subscribed and sworn to before me this 28th day of Feb 2003

Notary Public Karen W. Godinez

My Commission expires Jan 20, 2004

KAREN W. GODINEZ
Notary Public, State of Texas
My Commission Expires 01-20-2004

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 .. .. $ 255,495

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT PGAL

By _____ Date 3/6/03

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

The APPLICATION AND CERTIFICATE FOR PAYMENT containing
Contractor's signed Certification is attached
In tabulations below, amounts are stated to the nearest dollar
Use column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER FOUR (4)
APPLICATION DATE 2/28/2003
PERIOD TO 2/28/2003
ARCHITECT'S PROJECT NO 215-01075-00

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E +F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
1	GENERAL CONDITIONS	79,900	46,463	33,437		79 900	100%	0	7,990
2	MISCELLANEOUS STEEL	1,800	1 800			1 800	100%	0	180
3	ROUGH CARPENTRY	3,100	3,100			3 100	100%	0	310
4	MASONRY	15 900	15,900			15,900	100%	0	1,590
5	GLASS/GLAZING	28,200	16,830	11,370		28,200	100%	0	2 820
6	DOORS, FRAMES & HARDWARE	54,700	23,225	31,475		54,700	100%	0	5,470
7	TOILET PARTITIONS & ACCESSORIES	19,400	0	19,400		19 400	100%	0	1 940
8	MILLWORK	105,600	36,050	69,550		105,600	100%	0	10,560
9	LATH & PLASTER	6,300	0	6,300		6 300	100%	0	630
10	PAINTING	24,200	7,986	16,214		24 200	100%	0	2 420
11	CERAMIC TILE	9 900	7,000	2,900		9 900	100%	0	990
12	RESINOUS FLOORING	3,200	0	3,200		3 200	100%	0	320
13	CARPET/VCT/BASE	59,375	30 292	29,083		59 375	100%	0	5,938
14	DRYWALL	73 600	72,128	1,472		73 600	100%	0	7,360
15	ACOUSTICAL	28,600	28 600			28,600	100%	0	2,860
16	FIRE EXTINGUISHER CABINETS	675	675			675	100%	0	68
17	PROJECTION SCREENS	1,400	1 300	100		1,400	100%	0	140
18	DETENTION SPECIALTIES	18,600	9,640	8,960		18,600	100%	0	1,860
19	FIRE SPRINKLER SYSTEM	23,900	23,900			23,900	100%	0	2,390
20	PLUMBING	61 800	32,428	29,372		61 800	100%	0	6,180
21	ELECTRICAL	78,800	78 380	420		78,800	100%	0	7 880
22	HVAC	37,850	34,065	3,785		37,850	100%	0	3,785
23	FURNITURE ALLOWANCE	87,100	0			0	0%	87,100	0
24	TILING ALLOWANCE	5,000	0	5,000		5,000	100%	0	500
25	DEMOLITION	14,000	14,000			14 000	100%	0	1 400
26	INSURANCE & PERMIT	6,000	6,000			6 000	100%	0	600
27	CHANGE ORDER NO 1		0			0		0	0
28	Cost Request/Response #168-00-02	2,450	2,450			2,450	100%	0	245
29	Cost Request/Response #168-00-03	3,425	3,425			3 425	100%	0	343
30	Cost Request/Response #168-00-04	1,400	1,400			1 400	100%	0	140
	SUBTOTAL	856,175	497,037	272 038	0	769 075	90%	87,100	76,908

CONTINUATION SHEET

The APPLICATION AND CERTIFICATE FOR PAYMENT containing
Contractor's signed Certification is attached
In tabulations below, amounts are stated to the nearest dollar
Use column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER FOUR (4)
APPLICATION DATE 2/28/2003
PERIOD TO 2/28/2003
ARCHITECT'S PROJECT NO 215-01075-00

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E +F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
31	CHANGE ORDER NO 2								
32	Cost Request/Response #168-00-06	1,010	1,010			1,010	100%	0	101
33	Cost Request/Response #168-00-12	1,390	1,390			1,390	100%	0	139
34	CHANGE ORDER NO 3	0	0			0		0	0
35	Cost Request/Response #168-00-13	8,275	0	8,275		8,275	100%	0	828
36	Cost Request/Response #168-00-14	2,350	0	2,350		2,350	100%	0	235
37	Cost Request/Response #168-00-17	-455	0	-455		-455	100%	0	-46
38	Cost Request/Response #168-00-18	1,675	0	1,675		1,675	100%	0	168
39	Cost Request/Response #168-00-19	1,925	0	1,925		1,925	100%	0	193
40	Cost Request/Response#168-00-20	-1,925	0	-1,925		-1,925	100%	0	-193
41		0	0			0		0	0
42		0	0			0		0	0
43		0	0			0		0	0
44		0	0			0		0	0
45		0	0			0		0	0
46		0	0			0		0	0
47		0	0			0		0	0
48		0	0			0		0	0
49		0	0			0		0	0
50		0	0			0		0	0
51		0	0			0		0	0
52		0	0			0		0	0
53		0	0			0		0	0
54		0	0			0		0	0
55		0	0			0		0	0
56		0	0			0		0	0
57		0	0			0		0	0
58		0	0			0		0	0
59		0	0			0		0	0
60		0	0			0		0	0
	TOTAL	870,420	499,437	283,883	0	783,320	90%	87,100	78 332

FORT BEND COUNTY AGENDA ITEM

COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 03-19-03 | SUBMITTED BY: Bill Roberts | AGENDA

DEPARTMENT: Budget Office | # 10 E

COURT AGENDA ~~DATE: 03-25-03~~ | ~~PHONE NO:~~ ~~281-238-3301~~

SUMMARY OF ITEM:

Approve payment to the ~~following entities listed below for utility deposit payments for the~~ Katy Fort Bend Library.

Cinco Municipal Utility District (Water & Sewer) #1	$35,660.00
~~Willow Fork Drainage District (Drainage)~~	~~$5,058.50~~
Cinco M.U.D. No. 12 (Water, Sewer, Irrigation)	~~$64,623.00~~ #49,853

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☒

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ☐ No ☐ N/A ☒	*One Time* ☐	
	Recurring ☐	
Funding Source:	N/A ☒	

Fund 010 Agency 090 Org M02C Obj 7015

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

FORT BEND COUNTY, TEXAS
PURCHASE ORDER

P O NUMBER PC 00100001448

SPECIAL INSTRUCTIONS FINAL

PAGE # 01
P O DATE 03 18 2003

DELIVER BY 03 18 2003

BUYER 05 ANGIE RINCON
CONFIRMING NO
FOB D

VENDOR
760387804 -
CINCO M U D NO 12
8552 KATY FREEWAY STE 122
HOUSTON TX 77024
FRAN MATUSKA

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

BILL TO
COUNTY JUDGE
301 JACKSON
RICHMOND TX 77469

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 875-00015	1 000 EA @	64,623 000000	64,623 00
010 090 M02C 2000 7015 01			
WATER, SEWER AND IRRIGATION SERVICE CONNECTION			

Process per pay application
Bill Roberts to pick up M
Thurs

Ana 3/20/03

Amount will be modified to $49,853

PAGE TOTAL 64,623 00
GRAND TOTAL 64,623 00

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

INATURE OF PURCHASING AGENT

AUTHORIZED SIGNATURE/DATE 3-25-03

CA FORM 1074 (MAY 92)

RECEIVING REPORT

FORT BEND COUNTY, TEXAS
PURCHASE ORDER

PO NUMBER PC 00100001444

SPECIAL INSTRUCTIONS FINAL

PAGE # 01
PO DATE 03 14 2003

DELIVER BY 03 14 2003

BUYER	CONFIRMING	FOB
05 ANGIE RINCON	NO	D

VENDOR
760187233 -
CINCO MUNICIPAL UTILITY DIST
8552 KATY FREEWAY STE 122
HOUSTON TX 77024
FRAN MATUSKA

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

BILL TO
COUNTY JUDGE
301 JACKSON
RICHMOND TX 77469

DESCRIPTION	QUANTITY		UNIT COST	EXTENDED COST
001 875-00015	1 000	EA @	35,660 000000	35,660 00
010 090 M02C 2000 7015 01				
RESERVATION OF WATER AND SEWER CAPACITY REQUESTED BY CINCO MUD NO 12.				

Process per attached letter. Bill Roberts will pick up checks or Thurs for hand delivery.

PAGE TOTAL 35,660.00
GRAND TOTAL 35,660.00

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

SIGNATURE OF PURCHASING AGENT

AUTHORIZED SIGNATURE/DATE 3-25-03

FCA FORM 1074 (MAY 92)

RECEICING REPORT

TERMS AND CONDITIONS

I-1444

4200060

ATTN: ANN

CINCO MUNICIPAL UTILITY DISTRICT NO. 1

AS PER ORIGINAL

February 12, 2003

Ms. Stephanie Faulk
President, Board of Directors
Cinco Municipal Utility District No. 14
1001 Fannin, 2300 First City Tower
Houston, Texas 77002-6760

RE: Cinco MUD No. 12 Reservation of Water and Sewer Capacity on behalf of Fort Bend County

Dear Mr. Frey:

This letter confirms our receipt and approval of a reservation of water and sewer capacity requested by Cinco MUD No. 12 (the "District") on behalf of Fort Bend County to serve a library, pursuant to the "Agreement for Financing of Capacity."

Cinco Municipal Utility District No. 1 ("Cinco 1") acknowledges that the District has presented an application for reservation which meets the requirements set out in the Resolution Establishing Revised Policies and Procedures for Reservation of Water and Sewer Capacity dated September 11, 1996 (the "Reservation Policy"). Specifically, the District has: (i) submitted a plat of property which a developer in good faith reasonably proposes to develop within one year from the date of submission; (ii) submitted a certificate from the engineer for the District that the amount of capacity requested is in accordance with regulatory requirements and prudent engineering standards; (iii) obtained a Reservation of Capacity from Willow Fork Drainage District and (iv) requested 13.0 water connections at $870 per water connection, 13.0 sewer connections at $1,070 per sewer connection, and 12.0 irrigation connections at $870 per irrigation connection, for a total advance of $35,880 reservation of capacity.

Given that all requirements have been met as of this date, 13.0 water connections, 13.0 sewer connections, and 12.0 irrigation connections are hereby reserved for the District on behalf of Fort Bend County. Cinco 1 reserves the right to terminate this reservation if the requirements set out in Section 1(D) of the Reservation Policy are not met.

We must receive your check in the amount of $35,880 for the reservation of such capacity no later than March 13, 2003. Otherwise the reservation will cancel automatically and the request must be resubmitted in accordance with the Reservation Policy. Pursuant to Section 6 of the Reservation Policy, the obligation to pay operating and maintenance costs shall commence on April 1, 2003 and shall be billed on a monthly basis. Please retain this letter for your files.

Very truly yours,

/s/ G. Tim Lawrence
G. Tim Lawrence
President, Board of Directors
Cinco Municipal Utility District No. 1

[illegible]

AS PER ORIGINAL

cc: Ms. Fran Matuska
AVANTA Accounting Services
8582 Katy Freeway, Suite 122
Houston, TX 77024

Mr. Larry Mueller
Turner Collie & Braden Inc.
P. O. Box 130088
Houston, TX 77219

Mr. Dennis Gerdon
ST Environmental Services, Inc.
16337 Park Row
Houston, TX 77084

Entity responsible for payment: Fort Bend County,
c/o Hermes Architects
7915 Westglen, Drive
Houston, Texas 77063

Payments should be made to Cinco Municipal Utility District No. 1 and delivered to: Ms. Fran Matuska, AVANTA Accounting Services, 8582 Katy Freeway, Suite 122, Houston, TX 77024

(713) 984-1390

001-1448

February 24, 2003

REVISION NO. 1

AS PER ORIGINAL

Mr. Bill Roberts
Fort Bend County
309 South Fourth Street, Suite 515
Richmond, Texas 77469

RE: CINCO M.U.D. NO. 12
WATER, SEWER AND IRRIGATION SERVICE CONNECTIONS
KATY BRANCH LIBRARY – CINCO RANCH

Dear Mr. Roberts:

SEVERN TRENT SERVICES
(713) 758-2500
Severn Trent Services, Inc.
Environmental Services Group
16337 Park Row
Houston, Texas 77084
Tel 281 578 4200
Fax 281 398 3498

Franska Matuska
713-984-1390

The following is a breakdown of the cost for installation/inspections at the project located at 2920 Commercial Center Boulevard:

16" X 6" T.S. &V. with 100' Bore	$11,125.00
One 2" Extra Long Water Tap and Meter	2,185.00
One 2" Irrigation Meter teed off of a 2" tap	960.00
Sanitary Sewer Inspections	300.00
Customer Service Inspections	150.00
Site Surveys	50.00
SUB-TOTAL	$14,770.00
DISTRICT – NON TAXABLE USER'S FEES	
WATER - $1,094.00 X 25 ESFRU'S =	**27,350.00**
SANITARY - $1,731.00 X 13 ESFRU'S =	**22,503.00**
TOTAL	$64,623.00

OPTION
IF SEVERN TRENT SERVICES INSTALLS A 6" BACKFLOW PREVENTOR – ADD **$8,500.00**

760387804
CINCO M.U.D No.12
8552 Katy Freeway
Ste 122
HOUSTON TX 77024
Fran Matuska
(713)-984-1390
fax(713)-827-2649

① **Prior to any connection, a Reservation of Capacity is required to be granted by the master district, Cinco M.U.D. No. 1 and a letter to be issued detailing the Reservation of Capacity fees and payment time frame.**

② **A signed and recorded plat must be submitted to the Municipal Utility District's engineer.**

③ **Any excess excavated material is to be left on site.**

➤ **PRICE DOES NOT INCLUDE CONCRETE OR LANDSCAPE REPLACEMENT. YOUR COMPANY WILL BE RESPONSIBLE FOR DAMAGES INCURRED.**

All taps and lines must be installed in accordance with the District's Rate Order. The Rate Order is the District's governing document that details specific rates and installation specifications. A copy of the District's Rate Order is available upon request. Please remember that any inspections or sanitary sewer taps must be scheduled with Severn Trent Environmental Services at least 24 hours in advance of the desired time. A representative of the project must also be present at the time of the inspection or tap.

Please forward your payment along with a copy of
this letter that has been provided for you to:
MAKE CHECK PAYABLE TO:
CINCO M.U.D. NO. 12
c/o Severn Trent Services – Client Billing
16337 Park Row
Houston, Texas 77084

Please contact me at 281 578-4242 or fax me at 281 578-4248 if you should have any questions or comments.

Sincerely,

SEVERN TRENT SERVICES
Environmental Services Group

Gary Schoeler
Commercial Services Coordinator

FEB 27 2003

cc: Ms. Stephanie Faulk, President, Cinco M U D No 12
Mr. Steve Robinson, Vinson & Elkins
Mr. Larry Mueller, Turner Collie & Braden Inc.

FORT BEND COUNTY, TEXAS
PURCHASE ORDER

PO NUMBER PC 00100001445

SPECIAL INSTRUCTIONS.

FINAL

PAGE # 01
PO DATE 03 14 2003

DELIVER BY 03 14 2003

BUYER	CONFIRMING	FOB
05 ANGIE RINCON	NO	D

VENDOR
760313203 -
WILLOW FORK DRAINAGE DISTRICT
8552 KATY FREEWAY STE 122
HOUSTON TX 77024
FRAN MATUSKA

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

BILL TO
COUNTY JUDGE
301 JACKSON
RICHMOND TX 77469

DESCRIPTION	QUANTITY		UNIT COST	EXTENDED COST
001 875-00015	1 000 EA	@	5,058 500000	5,058.50
010 090 M02C 2000 7015 01				
RESOLUTION RESERVING CAPACITY IN DRAINAGE FACILITIES				

Procure per attached letter. Bill Roberts will pick up on Thurs per Jane Delaney.

PAGE TOTAL 5,058 50
GRAND TOTAL 5,058 50

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

SIGNATURE OF PURCHASING AGENT

AUTHORIZED SIGNATURE/DATE 3-25-03

CA FORM 1074 (MAY 92)

RECEICING REPORT

COMPANY: TC&B

I - 1445 2/12/02

4200200

AS PER ORIGINAL

RESOLUTION RESERVING CAPACITY IN DRAINAGE FACILITIES

WHEREAS, Willow Fork Drainage District ("District") has constructed or acquired outfall drainage facilities (hereinafter cumulatively "Drainage Facilities") to serve the area known as Cinco Ranch; and

WHEREAS, the District has adopted the "Resolution Establishing Amended Policies and Procedures for Reservation of Capacity in Drainage Facilities" ("Resolution") dated November 8, 1995; and

WHEREAS, Fort Bend County has requested a reservation of capacity to serve that certain 3.371-acre tract of land situated in Cinco Municipal Utility District No. 12 for a library (the "Property"), pursuant to the requirements of the Resolution; and

WHEREAS, Fort Bend County, as a tax-exempt entity, will be subject to a Capacity Reservation Fee for Drainage Facilities of $1,500 per acre pursuant to Section 3 of the Resolution; and

WHEREAS, Fort Bend County agrees to pay the Capacity Reservation Fee for Drainage Facilities equal to $1,500 per acre times 3.371 acres or a total of $5,056.50; and

WHEREAS, the District has determined that it has sufficient existing capacity in Drainage Facilities to serve the Property; Now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT THAT:

Section 1. Reservation of Drainage Capacity. The District hereby reserves sufficient capacity in the Drainage Facilities to Fort Bend County to serve the Property, subject to the following conditions:

(A) Submission by Fort Bend County to the District's engineer of a copy of the proposed plat;

(B) Payment by Fort Bend County of $1,500 per acre for each acre platted, due and payable at the time the proposed plat of the Property is submitted to the District's engineer; and

(C) Capacity is not reserved in the Drainage Facilities for Fort Bend County until the items set forth in paragraphs 1(A) and 1(B) hereof have been received by the District and the Board issues a letter confirming the reservation of capacity in Drainage Facilities for the Property or the platted portion thereof.

Section 2. Terms of Reservation. Such reservation is subject to the terms and conditions of the Resolution.

Section 3. Change of Ownership. This Reservation is for the benefit of the Property and shall run with the Property and no assignment or transfer to a future owner of the Property is required. In the event of any division of the Property, such reservation shall be pro-rated on a per acre basis to the various divided tracts and no action by the District is required to effectuate such proration.

[SIGNATURE PAGE FOLLOWS]

3301 - Bill Roberts
get address of Willow Fork

AS PER ORIGINAL

EXECUTED this 13th day of February, 2003.

WILLOW FORK DRAINAGE DISTRICT

By: /s/ James McKiernan
President, Board of Directors

ATTEST:

By: /s/ Christine Annis
Secretary, Board of Directors

AGENDA ITEM

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

11

RETURN TO AGENDA COORDINATOR – COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 18, 2003 **DEPT. SUBMITTED BY:** ADMINISTRATIVE SERVICES

COMMISSIONERS COURT AGENDA FOR: March 25, 2003 **DEPT. PHONE NO.:** 281-344-3950

SUMMARY OF ITEM: Accept final report and recommendations on County Jail HVAC Retrofit project from Aguirre & Fields, L P

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

LIST SUPPORTING DOCUMENTS ATTACHED: Copy of Final Report

(Back-up documentation must be attached for consideration)

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:		COMMENTS;
Yes (X) No ( ) N/A ()	One Time	( )	
Funding Source:	Recurring	( )	
Fund ____ Agcy. ____ Object ____	N/A	( )	

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

CC with back up:

Auditor	(281-341-3774)	Yes (X)	Comm. Pct. 1	(281-342-0587)	Yes (X)
Budget Officer	(281-344-3954)	Yes (X)	Comm. Pct. 2	(281-403-8009)	Yes (X)
County Attorney	(281-341-4557)	Yes (X)	Comm. Pct. 3	(281-242-9060)	Yes (X)
Purchasing Agent	(281-341-8642)	Yes (X)	Comm. Pct. 4	(281-980-9077)	Yes (X)
County Clerk	(281-341-8697)	Yes (X)	AdminServices	(281-238-3322)	Yes (X)

Instructions for submitting an Agenda Request:

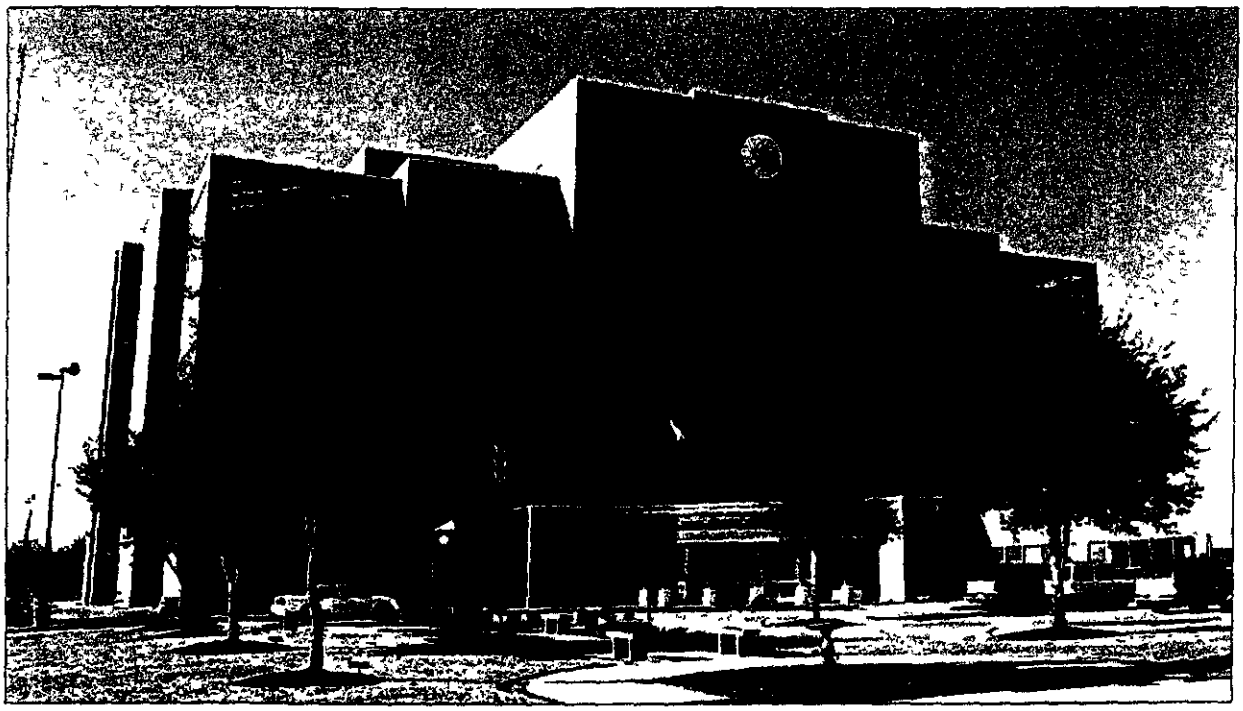
1. Completely fill out agenda form. Incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday, 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p m., Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Accept final report and recommendations on County Jail HVAC Retrofit Project.

FORT BEND COUNTY JAIL
HVAC RETROFIT

FINAL REPORT



March 10, 2003

AGUIRRE & FIELDS LP

TRANSPORTATION • CIVIL • STRUCTURAL
ENGINEERS AND PLANNERS

4800 Sugar Grove Dr , Ste 625 ◆ Stafford, TX 77477
281-340-8900 ◆ 281-340-8909 (fax)

AGUIRRE & FIELDS LP

Transportation • Civil • Structural
Engineers and Planners

March 10, 2003

Mr. J C Whitten
Director of Administrative Services
Fort Bend County
4520 Reading Road, Suite A
Rosenberg, TX 77471

Re Fort Bend County Jail HVAC Retrofit
Final Report

Dear J C ·

We are at final completion of the HVAC retrofit for the jail. A few items remain to be completed, but the need for Aguirre & Fields' management involvement has been overtaken by events, and the project should be completed under the supervision of the mechanical engineer, Hendrix Consulting Engineers as regular maintenance work Should you request we stay involved, we would be happy to, but at this point, we see no direct benefit to the County Kathleen Barnes in the Sheriff's Office has been monitoring the monies spent and can continue in that regard. Your contact would be Buck Hendrix We have prepared this report to present a concise history of the events that took place and to make record of the status for future reference

Introduction

The project team consists of the following individuals

Richard Fields	Aguirre & Fields, LP	Project Management
Buck Hendrix	Hendrix Consulting Engineers	HVAC Design
Pete Medford	Fort Bend Mechanical, Ltd	HVAC Contractor & Remediation**
Chris Songster	Powers Env Services, Inc *	Environmental Testing
Allen Kucera	FBC Sheriff's Office	FBC Maintenance Contact
Phil Hendrix	FBC Purchasing	Quality Control Representative
J C Whitten	FBC Administration	Executive Representative for County

* *The project was transferred from Loflin Environmental Services, Inc to Powers Env Services, Inc when Chris switched companies.*

** *Filter Maintenance Company, Inc was originally designated for remediation, but this work was performed by Fort Bend Mechanical.*

The team was charged with the responsibility of solving the problem of mold growth in the jail, and to implement cost-effective solutions so that the likelihood of further problems would be greatly diminished.

History of the Fort Bend County Jail

The current Fort Bend County Jail was constructed in three phases·

Date	Approx Square Footage
1978	30,000
1985	20,000
1996	500,000
Total	550,000

The latest addition increased the square footage ten fold, and remains, at $25 million the largest construction contract in the history of Fort Bend County. Richard Fields served as program manager for the County as an employee of Rust Lichliter/Jameson Below are several historical items related to the current project.

- At the completion of the latest addition in 1996, one of the outstanding issues was moisture control in the new additions. Humidity levels in various parts of the building were higher than anticipated Mr. Fields participated in several meetings where various solutions were discussed and proposed This issue was not quite brought to closure before Rust Lichliter/Jameson's contract expired Mr Fields advised the Commissioners making up the Jail Committee that the architect and mechanical engineer were fully capable of developing and carrying out the solution, and were in the process of doing so. Rust Lichliter/Jameson could at any time become involved again at the discretion of the County Mr. Fields' involvement in the project ended in December 1995
- Buck Hendrix's last involvement was in November 1996, when he made several recommendations regarding operations Before Richard Fields contacted him in November 2001, Mr Hendrix was not aware of any continuing moisture problems at the jail
- In 1997, the County entered into an "Energy Services Contract" with CSI (now TAC) to provide and perform energy conservation measures for the jail building The contract calls for splitting the savings due to energy efficiency measures implemented at TAC's expense. This included overall control of the HVAC system. TAC's mechanical subcontractor for the contract is Fort Bend Mechanical, Ltd Fort Bend Mechanical's responsibilities did not include controls.
- In late 2001, some mold was discovered in the jail infirmary due to some pressboard shelving recently assembled Following discovery, a $34,000 contract was awarded for mold remediation. A more comprehensive survey of the entire building indicated potentially serious mold levels in certain parts of the tower and in evidence storage. The County asked TAC's subcontractor handling HVAC maintenance (not controls) for a proposed budget for mold removal and repair/restoration of the HVAC system. Fort Bend Mechanical, Ltd compiled a budget of $1 5 million for necessary remediation and repair.

The Problem

Below is a brief summary of issues related to the acute problem of possible mold growth in the jail, albeit with such a large, complex system, to summarize all the assorted problems that occur in a few bullet points inevitably will over-simplify some issues

- The operating temperature of the building tended to be beneath the range for which system was originally designed Occasionally under the right circumstances, the temperature in parts of the building would fall below the dew point
- It is the observation of the HVAC retrofit team that the controls have been less than effective under TAC Generally, specific problems would be addressed, but, in our opinion, overall control for the proper operation of the massive system was found to be lacking This did not necessarily cause the recent problems, but made response to them more difficult
- The Fort Bend County Jail operates 24/7 with an inmate population often over 700 The maintenance staff is relatively small in proportion to the demands of the system Maintenance of the HVAC system at the jail throughout our project has been excellent However, several maintenance problems have occurred in key machinery such as the chillers and cooling towers These problems, along with the addition of the 1985 building addition to the system (see below), has led to problems in capacity For instance, the lack of effective water treatment in the early years of the new building led to reduced capacity in the cooling towers, and caused the chillers to run longer and harder, thus increasing power consumption and reducing the life cycle
- Part of the utility cost savings implemented by TAC was the conversion of the rooftop units in the 1985 addition from AC compressors and gas heating to hot/chilled water units tapped off the tower system This reduced the capacity of the tower units to wring moisture from the air Also, too much cooling capacity was added to effect proper moisture control, meaning that the building's air would be cooled too quickly to wring sufficient moisture from the building (Please note that the HVAC system in the existing building was not included in HVAC improvements in 1996). The location of the $34,000 remediation by work by Filter Maintenance Company was in the 1985 addition.
- Loflin Environmental Services found concentrations of specific mold in several various locations in the building. Some were in the 1985 addition and some in the 1996 addition. The locations included the sally port video room, evidence storage, third floor trap adjacent to Unit 3G, several mechanical rooms, and another instance of mold-containing pressboard shelving brought into the building.
- There was considerable concern on the part of the Court that the presence of mold might be more prevalent than known at the time, and that the costs of remediation could spiral upward. Some discussion also occurred as to who was responsible for the problems encountered.

In summary, the combination of these conditions contributed to the problems experienced at the jail The problems were the presence of mold, the HVAC system's lack of capacity to maintain an environment preventing mold problems, and the unknown cost in responding to the problems.

The Solution

Upon hearing of the acute problems with mold, and being familiar with the entire building from his experience as Program Manager for the 1996 addition, Richard Fields contacted the mechanical designer of the tower, Hendrix Consulting Engineers Buck Hendrix, having not heard of the problems the County had been having with moisture in the jail since October 1996, was anxious to learn about the situation. A site meeting was arranged the following week on November 20, 2001 with

- Aguirre & Fields
- Hendrix Consulting Engineers
- Fort Bend Mechanical
- Allen Kucera and Gene Brown (FBCSO Maintenance)
- J C. Whitten

Follow-up scoping meetings and site visits were held, and on December 12, 2001 the overall project team met together for the first time with the following in attendance

- Aguirre & Fields
- Hendrix Consulting Engineers
- Fort Bend Mechanical
- Filter Maintenance Company, Inc (original remediation contractor)
- Loflin Environmental Services, Inc (later replaced by Powers Env Services, Inc)
- J C. Whitten
- Sheriff Wright
- Allen Kucera and Gene Brown (FBCSO Maintenance)
- Gilbert Jalomo

Following that meeting, cost estimates were developed, refined, and reviewed. Alternate designs were developed to reduce costs where possible.

From the beginning, the project team operated on the philosophy of not spending money if it didn't contribute to the permanent solution. Also, considering life cycle costs, permanent solutions were almost always more cost-effective than solutions requiring regular maintenance Thus solutions were proposed that enabled better control of humidity throughout the building. Remediation and retrofit work was timed such that the most serious problems were first addressed, then less critical work performed As work that is considered maintenance was performed, opportunities for necessary upgrades would be evaluated. Likewise, as retrofit work progressed, an eye would be open for beneficial maintenance activities

On December 18, 2001 Commissioner's Court considered a proposed budget of $800,000 which included a $65,000 contingency The Court deleted the contingency and adopted a $735,000 budget. The original budget was $1.5 million

At the end of this report is a detailed description of work performed by Fort Bend Mechanical Below is a brief summary of the original tasks by category Additional tasks performed due to cost savings are listed at the end of this section.

- Purchase combination humidity, temperature and CO2 meter.
- Add humidity controls to certain HVAC units This required Relocating hot water coils down stream of the existing chill water coils, and addition of pneumatic transducers, humidistat and programming.
- Sanitizing, cleaning and sealing of most air handler units. This involved cleaning and sanitizing the unit, and coating the insulation with a latex-like coating that prevents the formation of mold on the surface of the insulation
- Verifying control sequences for all existing units, calibrate all sensors for supply air, and return air, humidity, and control valve sequencing.
- Add motorized damper motors to existing fresh air intake dampers of following units, provide either programming to shut during un-occupied times or install motion detectors to activate damper. The outside air damper to be controlled by CO_2 sensors (This work was not done due to the subsequent addition of fresh air units)
- Relocate internal bypass dampers on fresh air intakes in the tower Rebalance units using 25% air bypass to cooling coil and 75% air thru cooling coil Replace any dirty grills as found necessary
- Clean coils, drain lines
- Check each toilet exhaust fan (approximately 60), repairing as necessary
- Rebalance each inmate cell for proper exhaust to not exceed 30 CFM
- Check air balance in Grand Room and determine need for more return air grills
- Connect EF1A (Grand Room) to operate on timed switch
- Openings cut with fire dampers and security bars
- Rebalancing of specific air handlers and or fan coils
- Check out all smoke supply and exhaust fans for operational status. Repair as required making operational. No balancing.
- Install new air curtain above door leading outside near Sally Port.
- Install pressure switches on kitchen hood makeup and exhaust fans to indicate status during operation. Connect to main control system for monitoring. Install manual override switches of 1 hour with no hold feature.
- Removal of pipe insulation in many areas showing mold and mildew. Find vapor barrier break and repair seal with Foster's Sealer
- Sheet rock extension and insulation in Grand room and sealed approximately 430 linear feet above ceiling and framed

As the project developed, cost savings were realized as alternate solutions were designed by HCE, and mold remediation was performed by Fort Bend Mechanical at substantial cost savings Richard Fields kept the project team informed by email reports every Monday. As the critical problems were addressed, the need for the reports subsided and the practice was stopped in August 2002.

Among the significant items where cost savings occurred

- It was determined that the existing jail building had too much cooling capacity with the recent conversion to hot/chilled water units. Portions of the building were being cooled to temperatures historically used, but with the higher humidity the air was sometimes falling below the dew point One cooling unit was eliminated and a "fresh air unit" was installed, supplying 70 degree, dry air to other fan coil units, enabling shutoff of unregulated outside air entering the building This is the same technology used in new building construction. This enabled us to delete adding humidistats to the other units as the entrance of humid outside air was eliminated. Long-term maintenance of fresh air intake filters at individual HVAC units was eliminated.
- Fort Bend Mechanical gained certification for mold removal early in the project, and assumed remediation responsibilities, saving the County as much as 50 cents on the dollar for some remediation tasks The County never contracted with Filter Maintenance Company
- Loflin Environmental Services was originally budgeted to provide daily representation The on-site time was reduced while maintaining levels of inspection sufficient to ensure proper cleaning was taking place.
- A fresh air unit was provided for the front administrative areas surrounding the Sheriff's office, providing 70 degree, dry air This item replaced several items in the original estimate at approximately the same cost.

Many items either causing problems with moisture penetration or potentially causing problems were found and addressed, such as

- Leaking caulk joints in exterior walls
- Roof leaks
- Air balance problems in various parts of the building
- Air infiltration at the heavily used north building entrance reduced by the addition of a vestibule.
- Leaking smoke exhaust fans replaced.
- Needed improvements in isolation of evidence HVAC
- Replacement of damaged hot/chilled water pipe insulation on roof
- Odorous carpet and ceiling tiles from excessive moisture in the assembly hall
- Cleaning/sanitizing of the Assembly Hall
- Replacement of duct work in DUI video room
- Re-insulation of several HVAC units not originally on the list.
- Duct cleaning of old jail building that was not in original scope
- Installation of HVAC units in penthouse for humidity control
- Maintenance and upgrade of cooling towers

The Costs

The following table summarizes the costs of the project:

Item	Party Responsible	Budgeted Amount	Change	Total
HVAC Retrofit	FBM	$257,000	$134,000	$391,000 00
Remediation and Cleaning				
Mechanical Engineering	HCE	$52,000	$27,000	* $79,000
Owner's Rep	AFLP	$38,000	$17,000	* $55,000
Testing and Inspection	Loflin/Powers	$30,000	($15,000)	$15,000
Cleaning and Testing	FBM	$358,000	($216,620)	$141,380
Roofing	Elite Constr.	$0	$22,835	$22,835
Carpet Replacement	Rosenberg Carpet	$0	$8,143	$8,143
Contingencies		$0	$22,642	$22,642
Total		**$735,000**	**$0**	**$735,000**

* Estimate

Conclusions

At the conclusion of the project, we wish to congratulate the County on meeting their responsibilities to solve this problem with all diligence and deliberation This project was a success mostly because of the attitude of each team member, with special recognition being due to the Mechanical Engineer (Hendrix Consulting Engineers) and the Mechanical Contractor (Fort Bend Mechanical). From the outset, the atmosphere was one of partnership, with the interests of the County being paramount. The creativity of both Hendrix Consulting Engineers and Fort Bend Mechanical was evident throughout the project. The sheriff and maintenance staff were always cooperative and patient in ferrying contractor employees to and from their work zones in detention areas, though no additional staff were available Chris Songster worked with us on methods to reduce on-site time of the environmental inspector while maintaining adequate oversight. Gilbert Jalomo gave prompt responses to inquiries regarding adjustments of PO's related to the remediation work.

Recommendations

In closing, we would like to make the following recommendations

1. Terminate the maintenance contract with TAC and initiate a new one.
2. Consolidate maintenance contracts so that one entity is handling HVAC as well as ice machines, water treatment, etc
3. From our observation, we can recommend Fort Bend Mechanical for any of the above work that can be awarded qualifications-based rather than low-bid. The response to

control issues on the massive HVAC system is critical to maintain the necessary environment in the jail.

4. Given the prominence of mold issues for the future, the County should be proactive in inspections. After discussions with Chris Songster, we recommend that the County have semi-annual inspections. Chris indicated that May 1 and November 1 would be ideal for both the County and his inspection firm, who is busy in summer months with school districts.
5. Corresponding with the mold inspection, we recommend that the County contract with Hendrix Consulting Engineers to perform semi-annual inspections of the building with a report and recommendations due at the end of each inspection
6 The mold and mechanical systems inspections are the best way the County can remain proactive in its activities. We believe this to also be the most cost-effective method as well We have witnessed over the years many uninformed decisions that sometimes chased bad money with good We believe that such inspections are good money spent. We recommend these inspections be performed in the same month, with the environmental before the mechanical.
7. Maintenance issues are always difficult for the Court to ascertain. We wish to point out that the Sheriff's Office is unique compared to other maintenance functions in the County We would further recommend that the administrative arm of the Court (J.C. Whitten) liaison with Hendrix Consulting Engineers on a regular basis to monitor necessary upcoming expenditures in the Sheriff's Office on maintenance of mechanical systems. Again, we believe the County will come out ahead in the long run.

Closing

It has been a pleasure serving the County on this important project, and is very gratifying to have it called a success We look forward to your review of this report, and are always available to answer questions

Sincerely,

Richard A. Fields, P.E.

RAF/

Attachment

cc: Bob Hebert, Tom Stavinoha, Grady Prestage, Andy Meyers, James Patterson, Milton Wright, Phil Hickman, Gilbert Jalomo, Jess Hegemier, Louis Hood, Buck Hendrix (HCE), Pete Medford (FB Mech.), Chris Songster (Powers Env)

H:\12601\FBC Jail Final Report doc

Description of Work

The work listed below was performed by Fort Bend Mechanical. The items are numbered per the contract

Item	Description
1	Purchase and store on site new combination humidity, temperature and CO2 meter
2A1	Tower Relocate existing hot water coils down stream of the existing chill water coils for control of dehumidification
2A2	Tower· Install new pneumatic transducers, humidistat and programming.
2A3	Tower· Sanitizing, cleaning and sealing of AHU's
2B1	Old Bldg· Relocate hot water coils in new rooftop units to position in front of chill water coil for dehumidification.
2B2	Old Bldg Sanitize, clean and seal return air at unit including bars and duct to first turn
3A1	Verify control sequences for all existing units, calibrate all sensors for supply air, and return air, humidity, and control valve sequencing
3A2	Install Humidistats & pneumatic transducers
6A	Relocate internal bypass dampers on makeup air units, rebalance units using 25% air bypass to cooling coil and 75% air thru cooling coil
6B	Clean coils, drain lines.
6C	Clean inlet side of MAU's, between coils, bypass dampers with disinfectant
6D	Inspect supply duct, clean and seal as approved by engineer on unit-by-unit basis.
6E	Replace any dirty grills as found necessary on MAU's
7A	Check each toilet exhaust fan (approximately 60)
7B	Repair all toilet exhaust fans as required including motors, belts and blower wheels.
7C	Rebalance each cell for proper exhaust to not exceed 30 CFM
10	Add time control or programming for center areas or motion detectors for control during occupied and un-occupied times.
11A	Check air balance in Grand Room and determine need for more return air grills.
12	Connect EF1A (Grand Room) to operate on timed switch
14A	Check return air paths from cells back to individual mechanical rooms for obstruction and cut opening's in full height walls. Openings cut and fire dampers installed.
14B	Openings cut with fire dampers and security bars.
15	Rebalancing of specific air handlers and or fan coils
16	Check out all smoke supply and exhaust fans for operational status Repair as required making operational. No balancing.
17	Install new air curtain above door leading outside

Item	Description
19	Removal of pipe insulation in many areas showing mold and mildew Find vapor barrier break and repair seal with Foster's Sealer $21 00 per ft 1" thru 3" $29 00 per ft 3" thru 8" $33.00 pr ft for all above 8"
21	Sheet rock extension and insulation in Grand room and sealed approximately 430 linear feet above ceiling and framed
22	Clean Medical Treatment Rm , Medical Storage Rm., Furniture and Objects
23	Clean Cell Areas 2G-1 thru 2G-10
24	Clean Cell Areas 3G-1 thru 3G-14
25	Clean Cell Areas 5G-1 thru 5G-14
26	Clean Cell Areas 4G-1 thru 4G-10
27	Clean Sally Port, DUI Room, Video Room, & Evidence Storage Areas
28	Clean Rooms 5C-9, 5C-11, & Cells 4F-1 thru 4F-10
29	Clean 12 Ea. 2' X 2' GVAC Grills in Kitchen Area
30	Clean 10' X 10' Area in Evidence Room (Included in Item #27 Above)
31	Clean, sanitize, prime & seal ductwork and replace all flex duct in DUI, Video Rm. & Storage Area. Replace 4 supply grills & ceiling tiles Clean, sanitize,& seal fan coil
32	Sanitize, clean & Seal 7-Mau's #3A, 3B, 3C, 3D, 6A, 6B, P1
33	Sanitize & Clean 9-AHU's on First Floor AH-1F thru AH-1P
34	Clean 25 additional HVAC supply & Return Grills
35	First Floor· Reinsulate AHU's(AH-1M, AH-1N, AH-1P)
36	Not Used
37	Install HVAC Retrofit in Evidence Storage Room
38	Piping on old building roof top
39	Replace smoke exhaust/supply fans on old building
40	Old Building Install New MAU Rooftop Fresh Air Machine
41	Duct cleaning of (2) Old Jail AHU's: AH1 & AH2
42	Duct cleaning of (4) Old Jail AHU'sl: AH3, AH4, AH5 & AH6
43	Install 25 ton RTU fresh air machine w/ adapter in administrative area
44	Construct North Hall Vestibule
45	Clean & Sanitize Ceiling Tile Grid & Baseboards in Grand Hall
45	Install thermo fusers on first floor for balancing air
46	Install 2-FCU's in penthouse
47	Clean/Reseal 28 Wall Joints w/ Backer Rod & Class "A" Urethane
48	Clean/Change Filler/Upgrade Fan Motors on Cooling Towers
49	Install positive pressure duct in Trap 3G

FORT BEND COUNTY AGENDA ITEM
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE: 03/11/03

SUBMITTED BY: M. Kindell

DEPARTMENT: Community Development

COURT AGENDA DATE: 03/25/03

PHONE NO.: 341-4410

AGENDA ITEM # 12

SUMMARY OF ITEM: Pay application #2 - $82,381.19 to Pavecon, Inc. for drainage reconstruction along Willie Melton Boulevard in Kendleton. Contract was approved by Commissioners Court on July 2, 2002.

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

LIST SUPPORTING DOCUMENTS ATTACHED: Pay application #2 approved by a County Representative.

FORT BEND COUNTY RECEIVED MAR 12 2003 COUNTY JUDGE

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes (X) No ( ) N/A ()	One Time (X)	
Funding Source:	Recurring ( )	

Fund 813 Agcy 101 Object 8123

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

CC with back up:

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

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or interoffice 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:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER Community Development
4520 Reading Road, Suite A
Rosenberg, TX 77471

PROJECT Willie Melton Blvd
Hwy 59 & FM 359
Kendleton, TX

APPLICATION NO 2

PERIOD TO 03/06/03

PROJECT NOS 02-36-038

CONTRACT DATE 07/09/02

Distribution to
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

FROM CONTRACTOR:
Pavecon, Inc
P O Box 535457
Grand Prairie, TX 75053

VIA ARCHITECT

CONTRACT FOR

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		$ 112,364 72
2	Net change by Change Orders		$ 49,816 55
3	CONTRACT SUM TO DATE (Line 1 ± 2)		$ 162,181 27
4	*TOTAL COMPLETED & STORED TO DATE (Column G on G703)*		$ 99,120 39
5	RETAINAGE		
	a 10% of Completed Work (Column D + E on G703)	$ 9,912 04	
	b ____ % of Stored Material (Column F on G703)	$ 0	
	Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 9,912 04
6	TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 89,208 35
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $6,827 17
8	CURRENT PAYMENT DUE		$ 82,381.19
9	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 72,972 92

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0 00	$0 00
Total approved this Month	$56,564 59	$6,748 04
TOTALS	$56,564 59	$6,748.04
NET CHANGES by Change Order	$49,816 55	

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

CONTRACTOR

By _____ Date 3-6-03

State of Texas County of Da
Subscribed and sworn to before me this 6th day of March 2003
Notary Public _____
My Commission expires 12-11-04

LAURA RIOS
Notary Public State of Texas
My Commission Expires
December 11, 2004

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 $ 82,381.19

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

~~ARCHITECT~~ OWNER REP:

By _____ Date 3/11/03

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

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVE , N W WASHINGTON DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee

RECEIVED
MAR 10 2003

CONTINUATION SHEET

AIA DOCUMENT G703

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 2
APPLICATION DATE 03/06/03
PERIOD TO 03/06/03
ARCHITECT'S PROJECT NO 02-36-038

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Mobilization	$4,535 99	$1,360 80	$1,360 80		$2,721 60	60 00%	$1,814 39	
2	Saw Cut Concrete & Asphalt	$1,838 48	$1,470 78	$367.70		$1,838 48	100 00%		
3	Remove Concrete Curb	$2,877 34	$1,150 94	$1,726 40		$2,877 34	100 00%		
4	Remove Concrete Pavement	$10,294 91	$3,603 22	$6,691 69		$10,294 91	100 00%		
5	Remove Asphalt all Thicknesses	$1,368 50		$1,368 50		$1,368 50	100 00%		
6	Cement Stabilization Sand Backfill	$15,565 62		$11,674 22		$11,674 22	75 00%	$3,891 40	
7	18" RCP Strom Sewer All Depths	$6,531 17		$6,531 17		$6,531 17	100 00%		
8	24" RCP Culvert All Depths	$14,094 04		$14,094 04		$14,094 04	100 00%		
9	Type "B" Inlets	$5,387 64		$5,387 64		$5,387 64	100 00%		
10	1 5" Asphalt Overlay on Ex Concrete	$6,748 04						$6,748 04	
11	1 5" Asphalt w/6" Flexbase	$6,956 49		$3,478 25		$3,478 25	50 00%	$3,478 24	
12	6" Reinforced Concrete	$26,365 75		$10,546 30		$10,546 30	40.00%	$15,819 45	
13	Expansion Devise w/Load Transfer	$297 17		$297 17		$297 17	100 00%		
14	6" Reinforced Concrete Curb	$5,475 79		$1,368 95		$1,368 95	25 00%	$4,106 84	
15	Regrade Existing Ditch	$4,027 79						$4,027 79	
	CHANGE ORDER # 1								
	saw cut concrete & asphalt 240 LF	$1,143 34		$1,143 34		$1,143 34	100 00%		
	remove concrete curb & gutter 153 LF	$1,222 45		$1,222 45		$1,222 45	100.00%		
	remove concrete pavement 240 SY	$3,073 72		$3,073 72		$3,073 72	100 00%		
	remove asphalt· 32 SY	$238 07		$238 07		$238 07	100.00%		
	cement stabilization sand backfill 50 Tons	$970 49		$970 49		$970 49	100 00%		
	24" RCP culvert-all depths 84 LF	$12,841 94		$12,841 94		$12,841 94	100 00%		
	type "B" Inlets 2 each	$5,374 72		$5,374 72		$5,374 72	100 00%		
	1 1/2" asphalt pavement include 6" flexbase 32 SY	$1,179 09						$1,179 09	
	6" reinforced concrete pavement 240 SY	$7,742 24		$7,742 24		$7,742 24	100 00%		
	expansion joint w/ load transfer device· 28 LF	$52 51		$52 51		$52 51	100.00%		
	6" reinforced concrete curb 153 LF	$2,315 75						$2,315 75	
	concrete pavement header·43 LF	$411 01		$411 01		$411 01	100 00%		
	remove,clean & seal existing expansion joint 300 LF	$1,396 06						$1,396 06	
	seal crack existing concrete pavement 2,900 LF	$4,035 17						$4,035 17	
	repair water leak @ water meter	$319 37		$319 37		$319 37	100 00%		

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N W WASHINGTON D C 20006 5232

CONTINUATION SHEET

AIA DOCUMENT G703

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 2
APPLICATION DATE 03/06/03
PERIOD TO 03/06/03
ARCHITECT'S PROJECT NO 02-36-038

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G - C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	CHANGE ORDER # 2								
	saw cut concrete & asphalt 415 LF	$1,950 15						$1,950 15	
	remove concrete curb & gutter 115 LF	$913 00						$913 00	
	remove existing concrete 175 SY	$2,213 79						$2,213 79	
	6" reinforced concrete 175 SY	$5,723 66						$5,723 66	
	6" reinforced concrete curb 115 LF	$1,737 09						$1,737 09	
	regrade existing ditch	$1,710 97						$1,710 97	
	CHANGE ORDER # 3								
	deduct for 1 5" asphalt overlay on Ex concrete	($6,748 04)		($6,748 04)		($6,748 04)	100 00%		
	GRAND TOTALS	$162,181 27	$7,585 74	$91,534 65	$0 00	$99,120 39	61 12%	$63,060 88	$0 00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

FORT BEND COUNTY

1/7/03 AGENDA ITEM

COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/17/03

SUBMITTED BY: County Attorney

DEPARTMENT: County Attorney

AGENDA # 13 A

COURT AGENDA DATE: 3/25/03

PHONE NO.: 4556

SUMMARY OF ITEM: Take all appropriate to approve reimbursements in the amount of $111.00 for peace officer training at Gus George Academy. Funding Source: 177-054-0542-4014 LEOSE Grant. Training received w/o purchase order.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM: Yes ( ) No ( ) N/A ( )

ANNUALIZED DOLLARS. One Time ( )

Funding Source: Fund 010 Agency 054 Object 1010

Recurring ( ) N/A ( )

COMMENTS:

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

FORT BEND COUNTY

Out of County Travel Expense Reimbursement Report

Date: 3/4/03 **Lineitem #:** 1770540542 4014

Name: Ben W. Childers **SS #:** [redacted]

Purpose of Travel: Peace officer training (Use of force)

Location: Texas Justice Academy **Date(s) of Travel:** 3.5.03 to 3.5.03

Dept. Head Approval: Bud Childers by **Date of Commissioners' Court Approval (out-of-state only):**

A. Meals and Lodging (original receipts required)

Date	Description	Meals (including tips)	Lodging (attach stmt.)	
	Total Meals and Lodging			

B. Transportation (original receipts or detailed explanation required for reimbursement)

1	Transportation (auto rental, taxi (+tips), airline, bus, train, etc)		
2	Auto Miles (county use only)	@ 0.360/mile	
3.	Fuel Costs (receipts required - county and rental vehicles only)		
4	Other (describe)		
	Total Transportation (B1 + B2 + B3 + B4)		

C. Other Expenses (original receipts or detailed explanation required for reimbursement)

1	Registration Fees	30.00	
2	Telephone Calls (county business)		
3.	Parking (self, valet (+ tips), and metered parking)		
4	Miscellaneous Tips Related to Travel (detailed explanation required)		
5	Other (describe)		
	Total Other Expenses (C1 + C2 + C3 + C4 + C5)		30.00
	Total Travel Expenses (A + B + C)		
	Amount Prepaid by Fort Bend County (include supporting documentation/explanation)		
	Amount Reimbursed by Other Agencies (include supporting documentation)		
	Amount Payable To Ben W Childers		30.00

Signature: [signature] Department. County Attorney

Subscribed and sworn to (or affirmed) before me this 17th day of March 2003

NICOLE SMITH
Notary Public, State of Texas
My Commission Expires
AUGUST 04, 2003

[signature]
Notary Public for the State of Texas

7460019691

FORT BEND COUNTY

Out of County Travel Expense Reimbursement Report

Date: 3.14.03 **Lineitem #:** 177054 0542 4014

Name: Ivan Smith **SS #:** [redacted]

Purpose of Travel: peace officer Training (Arrest search + seizure" and "use of force"

Location: Hus Hearge Academy **Date(s) of Travel:** 3.20.03 ~~to~~ and 3.5.03

Dept. Head Approval: Bud Childers **Date of Commissioners' Court Approval (out-of-state only):**

A. Meals and Lodging (original receipts required)

Date	Description	Meals (including tips)	Lodging (attach stmt.)	
Total Meals and Lodging				

B. Transportation (original receipts or detailed explanation required for reimbursement)

1 Transportation (auto rental, taxi (+tips), airline, bus, train, etc) _____

2 Auto Miles (county use only) _____ @ 0 360/mile _____

3 Fuel Costs (receipts required - county and rental vehicles only) _____

4. Other (describe) _____

Total Transportation (B1 + B2 + B3 + B4) _____

C. Other Expenses (original receipts or detailed explanation required for reimbursement)

1 Registration Fees 51.00

2 Telephone Calls (county business) _____

3 Parking (self, valet (+ tips), and metered parking) _____

4 Miscellaneous Tips Related to Travel (detailed explanation required) _____

5 Other (describe) _____

Total Other Expenses (C1 + C2 + C3 + C4 + C5) 51.00

Total Travel Expenses (A + B + C) _____

Amount Prepaid by Fort Bend County (include supporting documentation/explanation) _____

Amount Reimbursed by Other Agencies (include supporting documentation) _____

Amount Payable To Ivan Smith 51.00

Signature: Ivan Smith Department County attorney

Subscribed and sworn to (or affirmed) before me this 17th day of March 2003

NICOLE SMITH
Notary Public, State of Texas
My Commission Expires
AUGUST 04, 2003
(Affix seal above)

Notary Public for the State of Texas

FORT BEND COUNTY

Out of County Travel Expense Reimbursement Report

Date: 3 14 03 **Lineitem #:** 177054 0542 4014

Name: James R Baker **SS #:** [redacted]

Purpose of Travel: Peace officer training (use of force)

Location: Gus George Academy **Date(s) of Travel:** _____ to _____

Dept. Head Approval: Bud Childers Jr. **Date of Commissioners' Court Approval (out-of-state only):** _____

A. Meals and Lodging (original receipts required)

Date	Description	Meals (including tips)	Lodging (attach stmt.)	
Total Meals and Lodging				

B. Transportation (original receipts or detailed explanation required for reimbursement)

1	Transportation (auto rental, taxi (+tips), airline, bus, train, etc.)		
2	Auto Miles (county use only) _____	@ 0 360/mile	
3	Fuel Costs (receipts required - county and rental vehicles only)		
4	Other (describe) _____		
	Total Transportation (B1 + B2 + B3 + B4)		

C. Other Expenses (original receipts or detailed explanation required for reimbursement)

1	Registration Fees	30.00	
2	Telephone Calls (county business)		
3	Parking (self, valet (+ tips), and metered parking)		
4	Miscellaneous Tips Related to Travel (detailed explanation required)		
5	Other (describe) _____		
	Total Other Expenses (C1 + C2 + C3 + C4 + C5)		30.00
	Total Travel Expenses (A + B + C)		
	Amount Prepaid by Fort Bend County (include supporting documentation/explanation)		
	Amount Reimbursed by Other Agencies (include supporting documentation)		
	Amount Payable To James Baker		30.00

Signature. James R Baker Department. County attorney

Subscribed and sworn to (or affirmed) before me this 17th day of March 2003

NICOLE SMITH
Notary Public, State of Texas
My Commission Expires
AUGUST 04, 2003
(affix seal above)

Nicole Smith
Notary Public for the State of Texas

GENDA ITEM

FORT BEND COUNTY
1/7/03

COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/14/03

COURT AGENDA DATE: 3/25/03

SUBMITTED BY: County Attorney
DEPARTMENT: County Attorney
PHONE NO.: 4556

AGENDA # 13 B

SUMMARY OF ITEM: **Take all appropriate to approve reimbursement of $173.19 to County Attorney for payment of table and chairs for breakroom without a purchase order number.**

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund 010 Agency 054 Object 1010	N/A ( )	

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

CC with back up:

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

Instructions for submitting an Agenda Request.

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

RECOMMENDATION / ACTION REQUESTED:

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

COUNTY AUDITOR FROM 1016
(Rev 6/87)

0100540540 1010
12 Digit Distribution

Ben W. Childers
Vendor Name

Vendor Number [redacted]

Address

Purchase Order Number(s)

City State Zip Code

3.13.03
Date

List Invoice Numbers

reimbursement for purchase made w/o purchase order.

table & 2 chairs for breakroom

Invoice Amounts

1 7 3 . 1 9

Total 1 7 3 . 1 9

Laura Johnson
Authorized Department Approval

County Auditor's Use Only
IAN Received _____
Check Type _____
Commissioners Court Date _____
Audited By _____
Posted By _____
Checked By _____

Received

Paid:

Treasurer's Register Stamp and Number

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

DATE SUBMITTED: 03/20/2003 **SUBMITTED BY:** Jeanne Parr **AGENDA DEPARTMENT:** Treasurer **ITEM #** 14A

COURT AGENDA DATE: 03/25/2003 **PHONE NO.:** 281-341-3750

SUMMARY OF ITEM: Place on the Commissioners Court Agenda and enter into the Court Minutes to Approve the Fort Bend County Investment Policy for 2003.1;

RENEWAL CONTRACT/AGREEMENT: Yes (x) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FORT BEND COUNTY RECEIVED MAR 20 2003 COUNTY JUDGE

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source: fund_____ agcy_____ Object_____	Recurring ( )	
	N/A ( )	

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

CC with back up:

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

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RECOMMENDATION / ACTION REQUESTED:

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III. SCOPE 2

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IV.3 Diversification 3
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IV.7 Method of Monitoring 4

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FORT BEND COUNTY
INVESTMENT POLICY

I. INVESTMENT AUTHORITY

This Investment Policy (the "**Policy**") is adopted by the Fort Bend County Commissioners Court as the governing body of Fort Bend County in accordance with Section 116 112(a), of the Local Government Code The County Commissioners may direct the County Treasurer to invest, or the County Commissioners may appoint under Title X. Chapter 2256, Section 2256 005 (f) and (g) of the Texas Government Code, the Investment Officer or Officers who under the direction of the Fort Bend County Commissioners' Court, may invest the County funds that are not immediately required to pay obligations of Fort Bend County ("**County**") The County Treasurer or Investment Officer will hereafter be referred to as "County Investment Officer"

I.1 Investment Timing Committee

"Investment Timing Committee" comprised of the County Treasurer, the County Auditor, the county Budget Director, and the County Investment Officer (if other than one of the aforementioned members).

The County Treasurer would serve as the Chair for the Committee The committee would meet at least monthly for the purpose of reviewing timing issues applicable to the cash flow needs of the county as related to the types of investments available, rates of return, time to maturity and associated risk factors. The committee's findings would be advisory, not mandatory, and the Investment Officer would retain responsibility for the investment of the County's monies.

II. PURPOSE

II. Purpose

This policy with respect to Fort Bend County investments has been adopted to establish policies and procedures that enhance opportunities for a prudent and systematic investment of Fort Bend County funds The initial step toward a prudent investment policy is to organize and formalize investment-related activities Related activities, which comprise good cash management, include accurate cash projection, the expeditious collection of revenue, the control of disbursements and cost-effective banking relations In concert with these requirements are the many facets of an appropriate and secure short-term investment program The funds of Fort Bend County shall be invested and secured in compliance with the various provisions of Texas law

III. SCOPE

III. Scope

It is intended that this policy cover all Fort Bend County funds and funds under the direct control of Fort Bend County Such funds encompass those of Fort Bend County, Fort Bend County Drainage District, Fort Bend County Toll Road Authority and

Fort Bend County Flood Control Water Supply Corporation, as well as those accounted for in certain other funds. The County, through the County Investment Officer, acts as an Investment Agent for Fort Bend County Community Supervision and Corrections Department

IV. INVESTMENT OBJECTIVES

IV.I. General Statement

Funds of the County will be invested in compliance with federal and state laws, this investment policy and written administrative procedures The County will invest according to investment strategies for each group of funds as they are adopted by the commissioners court resolution

IV.2 Safety and Maintenance of Adequate Liquidity

The County is concerned about the return of its principal, therefore, safety of principal is a primary objective in any investment transaction The County's investment portfolio must be structured in conformance with an asset/liability management plan that provides for liquidity necessary to pay obligations as they become due

IV.3 Diversification

It will be the policy of the County to diversify its portfolio to eliminate the risk of loss resulting from a concentration of assets in a specific maturity (save and except zero duration funds), a specific issuer or a specific class of investments. Investments of the County shall always be selected to provide stability of income and reasonable liquidity

IV.4 Yield

The yield objective of the County is to earn the maximum rate of return allowed on its investments within the policies imposed by safety and liquidity objectives, investment strategies for each group of funds and state and federal law governing investment of public funds

IV.5 Maturity

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest rate of return of interest When the County has funds not required to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for group of funds. The maximum allowable stated maturity of any individual investment owned by the county is thirty-six (36) months.

IV.6 Quality and Capability of Investment Management

It is the County's policy to provide training as required by the Public Funds Act and periodic training in investments for the County Investment Officer, County Treasurer and any county employee delegated the authority to place orders for investments and to perform all acts required to acquire, pay for, hold, sell, exchange, tender or collect investments, members of Commissioners' Court and other County officials, through courses and seminars offered by professional organizations and associations in order to

ensure the quality, capability and currency of county investment decisions The County Investment Officer, County Treasurer and the county employee delegated investment authority by the County Investment Officer will be required to obtain Certified Investment Officer certification through a course offered by the Texas Association of Counties and attend at least twenty (20) hours of investment training each year

IV.7 Method of Monitoring

It will be the policy of the County to monitor pricing of investments by using a bid method of purchasing No investments will be purchased for the County without first obtaining bids from at least three business organizations that have been approved by commissioner's court to hold assets and investments of the County to obtain such bid

V. INVESTMENT STRATEGY

The investment strategy of the County is as follows:

1. Matching the suitability of investments to financial requirement,
2 Preservation and safety of principal;
3. Maintain required liquidity;
4 Marketability of the investment if need arises to liquidate,
5 Diversification of the portfolio;
6. Yield; and
7. Maturities controlled by the investment policy

VI. INVESTMENT RESPONSIBILITY AND CONTROL

VI. 1 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performances. Members of the Committee include an appointed member by the County Judge and each Commissioner, the County Attorney or appointee, and an individual appointed by the Investment Officer of the County. The County Investment Officer, County Treasurer, County Auditor and County Budget Officer will serve as an ex-officio member of the committee. Members should have demonstrated knowledge and expertise in the area of finance, investments, or cash management The Chair of the Committee will be elected by the Committee and the meetings will be quarterly or more frequently if needed

VI.2 Liability of Investment Officer and Investment Advisory Committee

The County Investment Officer and the Investment Advisory Committee are not responsible for any loss of county funds through the failure or negligence of the depository This policy does not release the investment officer or any other person for a loss resulting from any act of official misconduct, or negligence, or for any misappropriation of such funds

VI.3 Audit

The County Commissioners' Court will review the policy annually and, at a minimum, the County Auditor will insure an annual compliance audit of management

controls on investments and adherence to established investment policies The independent auditor will report the results of the audit to the County Commissioners' Court after completion of the audit.

VI.4 Standard of Care

Investments shall be made with judgement and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived Investment of funds shall be governed by the following investment objectives, in order of priority preservation and safety of principal, liquidity; and yield

In determining whether the investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration;

1 the investment of all funds, or funds under the county's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment, and
2 whether the investment decision was consistent with the written investment policy of the County

VI.5 Investment Institution Defined

The County Investment Officer shall invest County funds with any or all of the institutions or groups consistent with federal and state regulations and approved by the commissioners' court

VI.6 Qualifications for Approval of Broker/Dealer

A written copy of this investment policy shall be presented by the County Investment Officer to any person offering to engage in an investment transaction with the County The qualified representative of the business organization seeking to sell an authorized investment shall execute a written instrument, provided by the County, that the business organization has

1 received and thoroughly reviewed the investment policy of the county; and
2 acknowledge that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the county and the organization; and
3 has adequate capital or insurance coverage to cover any investment if there is a default on any purchases and the business organization is found liable

The investment officer may not buy any securities from a person who has not delivered to the county the instrument signed by the qualified representative.

Along with the signed affidavit the business organization shall supply the County with the following

1 Completed Broker/Dealer questionnaire
2 Completed Anti-Collusion Agreement
3 Executed PSA Master Repurchase Agreement (primary dealers only)
4 Financial Statements (to be provided annually)
5 Delivery instructions
6 NASD Certification Proof
7 Texas State Securities Commission Registration Proof
8 Original Proof of Insurance if it applies

VI.6a Method of soliciting and selecting County Funds Investment Broker/Dealer

The County Purchasing Agent, Acting on the behalf of the Fort Bend County Commissioners Court shall administer the solicitation and selection process for obtaining qualified Investment Broker/Dealers as follows

1. County Commissioners Court, by order, grants an exemption to the formal competitive bid process as authorized by Section 262.024(a)(4) Texas Local Government Code for the purchase of a professional service – County Funds Investment Broker/Dealer.
2. County Commissioners Court authorizes the County Purchasing Agent to solicit Statements of Qualifications from Professional Investment Broker/Dealers.
3. County Purchasing Agent working in conjunction with the County Investment Officer will develop the Statement of Qualification package which shall be approved by Commissioners Court.
4. County Purchasing Agent advertises, in a newspaper of general circulation in the County no less than twice in two consecutive weeks, the County's intent to obtain qualified Broker/Dealers for the purpose of Investing County Funds. All Statements of Qualification's will be submitted to the County Purchasing Agent and opened on the date, time and location cited in the published advertisement.
5 All Statements of Qualifications received within the published timeframe will be opened and the name of the firm read aloud.
6. County Purchasing Agent will facilitate the review of each Statement of Qualification package received with a review committee consisting of the County Investment Officer and any other person(s) appointed by Commissioners Court.
7. At the conclusion of the review process, the County Purchasing Agent will Provide the Commissioners Court a list of qualified Professional Investment Broker/Dealers for consideration.

VI.7 Standards of Operation

The County Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program set by the commissioners' court

of the County The County Investment Officer shall determine the amount of cash available for payments by the County, invest the funds not required in the performance of that duty, and shall exercise good judgement and discretion to effectuate the policies herein set forth The County Investment Officer shall be authorized to delegate to an employee the authority to place orders for such investments and to perform all acts required to acquire, pay for, hold, sell, exchange, tender or collect investments.

VI.8 Delivery vs. Payment

It will be the policy of the County that all investment securities shall be purchased using "Delivery vs Payment" (DVP) method through the Federal Reserve System By doing so, the County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

VII. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

V11.1 Monthly Report

Monthly, the County Investment Officer shall prepare and submit to the County Investment Advisory Committee and the County Commissioners' Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period The report must:

1 describe in detail the investment position of the county on the date of the report,
2 be signed by the investment officer of the county,
3. contain a summary statement of each pooled fund group that states the,
   A beginning market value for the reporting period,
   B. additions and changes to the market value during the period, and
   C ending market value for the period;
4. state the book value and market value of each separately invested asset at the beginning and the end of the reporting period by the type of asset and fund type invested;
5 state the maturity date of each separately invested asset that has a maturity date,
6 state the account or fund or pooled group fund in the County for which each individual investment was required,
7. provide detail of the investments/securities held by the investment pool, as provided by the pool,
8 list the purchase date and original principal of each County or entity investment,
9 list all securities purchases, sales and calls including dates of each;
10 identify issuers of Commercial Paper, only A-1 or P-1,
11. record and report accrued interest/dividends/discounts earned on a monthly basis;
12. state the Book Value and Market Value of CMO's, and
13 state the compliance of the investment portfolio of the County as it relates to

A. the investment strategy expressed in the County's investment policy; and

B relevant provisions of the chapter

VII.2 Notification of Investment Changes

It shall be the duty of the County Investment Officer of the County to notify the County Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not

VIII. INVESTMENT COLLATERAL AND SAFEKEEPING

VIII.1 Collateral or Insurance

The County Investment Officer shall ensure that all County funds are fully collateralized or insured consistent with federal and state regulations and the current Bank Depository Contract in one or more of the following manners

1 FDIC insurance coverage; and
2. United States Agency obligations, or
3 United States Treasury obligations

VIII.2 Safekeeping

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank or with the Federal Home Loan Bank

All certificates of deposit, insured by the FDIC, purchased outside the County Depository Bank shall be held in safekeeping by the County

All pledged securities by the County Depository Bank shall be held in safekeeping with the Federal Reserve Bank or the Federal Home Loan Bank.

IX. INVESTMENT TYPES

XI.1 Authorized

The County Investment Officer shall use any or all of the following authorized investment instruments consistent with Title X, Chapter 2256, Texas Government Code.

1 obligations of the United States or its agencies and instrumentalities,
2 direct obligations of this state or its agencies and instrumentalities,
3 no-load money market mutual funds,
   A. regulated by the SEC,
   B has a dollar-weighted average state maturity of 90 days or less,
   C includes in its investment objectives the maintenance of a stable $1 00 net asset value per each share; and
   D has supplied the County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.
4. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies or instrumentalities; and

5 obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment firm not less than A or its equivalent

6 Certificates of deposit if issued by a state or national bank domiciled in this state and is,

A guaranteed or insured by the Federal Deposit Insurance Corporation or its successor,

B secured in any other manner and amount provided by law for deposits of the County

7 a fully collaterized repurchase agreement, if it

A has a defined termination date,

B is secured by obligations described by Section 2256 009(a)(1) of the Public Funds Investment Act, and

C requires the securities being purchased by the county to be pledged to the county, held in the county's name, and deposited at the time the investment is made with the county or with a third party selected and approved by the county, and

D. is placed through a primary government securities dealer, approved by the county, or a financial institution doing business in this state.

8. commercial paper is an authorized investment, if the commercial paper

A. has a stated maturity of 270 days or fewer from the date of its issuance, and

B is rated not less than A-1 or P-1 or an equivalent rating by at least

1 two nationally recognized credit rating agencies;

2 one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

9 eligible investment pools if the County Commissioners' Court by resolution authorizes investment in the particular pool An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. The County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds, and

10 obligations acquired under Chapter 2256, Government Code, before the effective date of H.B. 2459 will be managed by the County Investment Officer until such securities are liquidated or mature.

X. NON – COUNTY FUNDS

The Tax Assessor/Collector, County Clerk, and District Clerk funds fall into this category. These funds are not considered funds that belong to the County but could be considered a liability for the County. All funds in the custody of the Tax Assessor/Collector shall be invested in compliance with Title X, Chapter 2256, Texas Government Code. County Clerk and District Clerk funds will be invested in accordance with Section 117 053(c) of the Local Government Code

X.1 Tax Assessor/Collector.

County funds are invested to enhance investment return for the County before the County receipts the funds State funds in the custody of the Tax Assessor/Collector may be invested before remitting to the State

X.2 County Clerk Registry Funds

County Clerk Registry funds are received by court order from either Commissioners' Court, County Court at Law, or County Courts Registry funds may also be received without court order. These funds must be deposited in the County depository and then invested A court order is required from the County Courts and County Courts at Law prior to disbursement of the funds

X.3 District Clerk Registry Funds

District Clerk Registry Funds are received by court order from the District Courts These funds must be deposited in the County depository and then invested according to the court orders A court order is required from the District Courts prior to the disbursement of the funds

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

DATE SUBMITTED: 3-13-03 **SUBMITTED BY:** Jeanne Parr **AGENDA ITEM**

DEPARTMENT: Treasurer

COURT AGENDA DATE: 3-25-02 **PHONE NO.:** 281-341-3750 **#14B**

SUMMARY OF ITEM:

It is the procedure of this office to stale date checks after they are 1 year old or older.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: Attached list dated 2/21/03 of stale dated checks

FINANCIAL SUMMARY:

BUDGETED ITEM: Yes ( ) No (X) N/A ( )

Funding Source: fund_____ agcy_____ Object_____

ANNUALIZED DOLLARS:

One Time (X)

Recurring ( )

N/A ( )

COMMENTS:

FORT BEND COUNTY ... COUNTY CLERK

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

It is recommended that the following list dated February 21, 2003 be approved as stale dated checks.

Fort Bend County

Stale Checks dated 02/21/02 and earlier

As of February 21, 2003

Ck Date	Acct	Check Number	Fund	Vendor Name	Status	Amount	Total
1/9/2001	90	AD00000421252	010	SHAW, RUBY	O	830 00	
4/3/2001	90	AD00000425890	010	ROBINSON, MICHAEL	O	17 01	
5/8/2001	90	AD00000428099	010	TRI-RIVERS FIREMEN'S ASSOC	O	20 00	
5/29/2001	90	AD00000429208	010	TX ASSOC OF ELECTIONS ADMINIST	O	125 00	
6/5/2001	90	AD00000429466	010	SMITH, MARY L	O	5 50	
7/31/2001	90	AD00000433238	010	SMITH, IVAN	O	3 23	
8/7/2001	90	AD00000433688	010	GUEBARA, EDNA	O	1 25	
8/7/2001	90	AD00000434089	010	WEST COAST GRAND HOTEL	O	369 12	
8/14/2001	90	AD00000434298	010	WHITE, GORDON M., JR.	O	600 00	
8/14/2001	90	AD00000434303	010	TORRES, DINA	O	0 69	
8/28/2001	90	AD00000435093	010	AVENTURADO, JOCELYN	O	238 47	
8/30/2001	90	AD00000435448	010	UNITED WAY OF TX GULF COAST	O	30 00	
11/20/2001	90	AD00000440240	010	SULLIVENT, BOB	O	109 00	
11/20/2001	90	AD00000440325	010	DELMAR, MICHELE	O	20 52	
2/12/2002	90	AD00000444927	010	MCCLURE, GLEN E , PHD	O	350 00	
2/12/2002	90	AD00000445087	010	CINGULAR WIRELESS	O	135 12	2,854 91
10/17/2001	60	MW00000138067	020	DILLARD, EARNESTINE	O	60 00	
10/31/2001	60	MW00000138210	020	VERDE, SORWIN	O	30 00	
11/30/2001	60	MW00000138268	020	ADAMS, CHRYSTAL	O	30 00	
11/30/2001	60	MW00000138398	020	VAGUE, JON	O	60 00	
1/25/2002	60	MW00000138581	020	SIGWARDT, SHARON	O	30 00	
2/8/2002	60	MW00000138616	020	BARELA, ANGELICA	O	90 00	300 00
6/26/2001	90	AD00000430985	030	JUVENILE JUSTICE ASSOC OF TX	O	1,238.40	
8/7/2001	90	AD00000433785	030	SHERATON FOUR POINTS HOTEL	O	161 00	1,399 40
1/30/2001	90	AD00000422413	105	HIGGINS, CLARENCE	O	4 00	4 00
9/4/2001	90	AD00000435601	115	GENUINE PARTS COMPANY	O	10 32	10 32
11/6/2001	90	AD00000439335	142	LINLEY, LARRY	O	5 19	5 19
3/6/2001	90	AD00000424171	151	CLUB HOTEL BY DOUBLETREE	O	206 64	206 64
12/29/2000	80	MW00000001614	502	FLEX CHECKS	O	-	
12/29/2000	80	MW00000001615	502	FLEX CHECKS	O	-	
12/29/2000	80	MW00000001616	502	FLEX CHECKS	O	-	
2/8/2001	80	MW00000103	502	FLEX CHECKS	O	-	
2/15/2001	80	MW00000159	502	FLEX CHECKS	O	-	
2/15/2001	80	MW00000174	502	FLEX CHECKS	O	21 82	
4/19/2001	80	MW0000595	502	FLEX CHECKS	O	4 36	
5/3/2001	80	MW00000695	502	FLEX CHECKS	O	95 00	
5/3/2001	80	MW00000705	502	FLEX CHECKS	O	7 06	
9/27/2001	80	MW0000001424	502	FLEX CHECKS	O	6 10	
9/27/2001	80	MW0000001429	502	FLEX CHECKS	O	24 22	
11/29/2001	80	MW0000001667	502	FLEX CHECKS	O	15 00	
12/20/2001	80	MW0000001724	502	FLEX CHECKS	O	25 79	
1/3/2002	80	MW0000001764	502	FLEX CHECKS	O	2 29	
1/24/2002	80	MW0000001807	502	FLEX CHECKS	O	15 00	
1/24/2002	80	MW0000001828	502	FLEX CHECKS	O	1 67	218 31

AS PER ORIGINAL

15

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2003

On this the 25th day of March, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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. 240th District Court Department # 010

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
IT Hardware	1012	$200

TOTAL TRANSFERRED TO $ $200

TRANSFER FROM:

Fees & Services	4010	$200

TOTAL TRANSFERRED FROM $ $200

EXPLANATION

Department Head. RC/lc Date 3-20-03

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

Robert E Hebert

FORT BEND COUNTY AGENDA ITEM
COMMISSIONERS COURT AGENDA REQUEST FORM 16

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/17/03

COURT AGENDA DATE: 3/25/03

SUBMITTED BY: Gabriela Mindieta AGENDA
DEPARTMENT: 400th District Court
PHONE NO.: 281 238.3393

SUMMARY OF ITEM: Approve payment by Invoice Transmittal to LEXIS NEXIS for Inv. No. 0208061638 for $20.00 and for Inv. No. 0209073465 for $20.00 for Online charges ordered without Purchase Order.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes (✓) No ( ) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund 010 Agency 81 Object 1063	N/A ( )	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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2. **Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.**
3. **All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.**

RECOMMENDATION / ACTION REQUESTED:

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

County Auditor Form 1016
(Rev 06/87)

0100810810 1063
12 Digit Distribution

52147 1842
Vendor Number

Purchase Order Number(s)

Lexis Nexis
Vendor Name

PO Box 2314
Address

Caral Stream
City

Il 60132-2314 3/17/03
State Zip Code Date

List Invoice Numbers	
Invoice 0208061638	40.00
Invoice 0209073465	
Total	40.00

County Auditor's Use Only

IAN Received _____

Check Type _____

Commissioners Court Date _____

Audited By _____

Posted By _____

Checked By _____

Authorized Department Approval

Received:

Paid:

Treasurer's Register Stamp and Number

LexisNexis™

INVOICE NO	INVOICE DATE
0208061638	31-AUG-02

ACCOUNT NUMBER
1093SR

BILLING PERIOD 01-AUG-02 - 31-AUG-02

US FEDERAL TAX ID 52-1471842
CANADIAN GST REGISTRATION NUMBER 123397457RT
DUN AND BRADSTREET NUMBER 87-767-2683

***FOR INQUIRIES REGARDING THIS INVOICE
CONTACT YOUR ACCOUNT REPRESENTATIVE ***
FOR THE NAME AND NUMBER OF YOUR
REPRESENTATIVE CALL 800-543-6862

INVOICE TO
ATTENTION BRADLEY SMITH
JUDGE BRADLEY SMITH -
301 JACKSON ST
RICHMOND TX 77469-3108

INVOICE SUMMARY

DESCRIPTION	TOTAL AMOUNT
CURRENT PERIOD CHARGES	
LEXISNEXIS ONLINE CHARGES	$20 00
CURRENT PERIOD TOTAL	$20.00

DETACH AND RETURN THIS PORTION WITH PAYMENT

LexisNexis™

INVOICE NO.	INVOICE DATE
0208061638	31-AUG-02

ACCOUNT NUMBER
1093SR

BILLING PERIOD 01-AUG-02 - 31-AUG-02

US FEDERAL TAX ID 52-1471842
CANADIAN GST REGISTRATION NUMBER 123397457RT
DUN AND BRADSTREET NUMBER 87-767-2683

AMOUNT DUE IN:	
US DOLLAR	$20.00
PAYMENT TERMS	NET 10 DAYS FROM RECEIPT

LEXISNEXIS
PO BOX 2314
CAROL STREAM, IL 60132-2314

******** AUPI ALL FOR AADC 773
ATTENTION: BRADLEY SMITH
JUDGE BRADLEY SMITH
301 JACKSON ST
RICHMOND TX 77469-3108

1093SR2200208310208061638000000020000

V50 19503

LexisNexis™

INVOICE NO.	INVOICE DATE
0208061638	31-AUG-02

ACCOUNT NUMBER
1093SR

BILLING PERIOD 01-AUG-02 - 31-AUG-02

INVOICE TO
JUDGE BRADLEY SMITH
301 JACKSON ST
RICHMOND, TX 77469-3108
ATTENTION. BRADLEY SMITH

CURRENT PERIOD CHARGES, CREDITS AND TAX

LEXISNEXIS ONLINE CHARGES

CONTRACT		CONTRACT AMOUNT	CAP AMOUNT
ALL SERVICES	USE & PRINT	$20 00	

		GROSS AMOUNT	ADJUSTMENT AMOUNT	NET AMOUNT	TOTAL AMOUNT
CONTRACT USE					
ALL SERVICES	USE & PRINT	-	$20.00	$20.00	
	SUBTOTAL	$0 00	$20 00		$20.00
TOTAL CONTRACT INFORMATION					$20.00
TOTAL LEXISNEXIS ONLINE CHARGES					$20 00
CURRENT PERIOD CHARGES, CREDITS AND TAX					$20 00

LexisNexis™

INVOICE NO.	INVOICE DATE
0208061638	31-AUG-02

ACCOUNT NUMBER
1093SR

BILLING PERIOD 01-AUG-02 - 31-AUG-02

SUB ACCOUNT:
JUDGE BRADLEY SMITH
301 JACKSON ST
RICHMOND, TX 77469-3108

INVOICE TO
JUDGE BRADLEY SMITH
RICHMOND, TX 77469-3108

SUB-ACCOUNT SUMMARY BY SERVICE

SUB-ACCOUNT NUMBER 1093SR

			CONTRACT USE			TRANSACTIONAL USE				
	QUANTITY	RATE	*GROSS AMOUNT*	ADJUSTMENT	*NET AMOUNT*	*OVER THE CAP*	*OUTSIDE CONTRACT*	*TOTAL BEFORE TAX*	TAX	*TOTAL CHARGES*
LEXIS SERVICE										
UNLMTD USE ADJUSTMENT	1	-	-	$20 00	$20 00	-		$20 00		$20 00
TOTAL LEXIS SERVICE			$0 00	$20 00	$20 00	$0 00	$0 00	$20 00	$0 00	$20 00
SUBTOTAL ONLINE CHARGES			$0 00	$20 00	$20 00	$0 00	$0 00	$20 00	$0.00	$20 00
SUB ACCOUNT TOTAL			$0 00	$20 00	$20 00	$0 00	$0 00	$20 00	$0 00	$20 00

LexisNexis™

INVOICE NO	INVOICE DATE
0209073465	30-SEP-02

ACCOUNT NUMBER
1093SR

BILLING PERIOD 01-SEP-02 - 30-SEP-02

US FEDERAL TAX ID 52-1471842
CANADIAN GST REGISTRATION NUMBER 123397457RT
DUN AND BRADSTREET NUMBER 87-767-2683

FOR INQUIRIES REGARDING THIS INVOICE CONTACT YOUR ACCOUNT REPRESENTATIVE FOR THE NAME AND NUMBER OF YOUR REPRESENTATIVE CALL 800-543-6862

INVOICE TO
ATTENTION BRADLEY SMITH
JUDGE BRADLEY SMITH
301 JACKSON ST
RICHMOND TX 77469-3108

INVOICE SUMMARY

DESCRIPTION	TOTAL AMOUNT
CURRENT PERIOD CHARGES	
LEXISNEXIS ONLINE CHARGES	$20.00
CURRENT PERIOD TOTAL	$20.00

DETACH AND RETURN THIS PORTION WITH PAYMENT

LexisNexis™

INVOICE NO.	INVOICE DATE
0209073465	30-SEP-02

ACCOUNT NUMBER
1093SR

BILLING PERIOD 01-SEP-02 - 30-SEP-02

US FEDERAL TAX ID 52-1471842
CANADIAN GST REGISTRATION NUMBER 123397457RT
DUN AND BRADSTREET NUMBER 87-767-2683

AMOUNT DUE IN:	
US DOLLAR	$20.00
PAYMENT TERMS	NET 10 DAYS FROM RECEIPT

LEXISNEXIS
PO BOX 2314
CAROL STREAM, IL 60132-2314

******** AUP1 ALL FOR AADC 773
ATTENTION: BRADLEY SMITH
JUDGE BRADLEY SMITH
301 JACKSON ST
RICHMOND TX 77469-3108

1093SR2200209300209073465000000020002

V50 20328

LexisNexis™

INVOICE NO.	INVOICE DATE
0209073465	30-SEP-02

ACCOUNT NUMBER
1093SR

BILLING PERIOD 01-SEP-02 - 30-SEP-02

INVOICE TO
JUDGE BRADLEY SMITH
301 JACKSON ST
RICHMOND, TX 77469-3108
ATTENTION BRADLEY SMITH

CURRENT PERIOD CHARGES, CREDITS AND TAX

LEXISNEXIS ONLINE CHARGES

CONTRACT		CONTRACT AMOUNT	CAP AMOUNT
ALL SERVICES	USE & PRINT	$20 00	

		GROSS AMOUNT	ADJUSTMENT AMOUNT	NET AMOUNT	TOTAL AMOUNT
CONTRACT USE		-	$20.00	$20 00	
ALL SERVICES	USE & PRINT				
	SUBTOTAL	$0 00	$20 00		$20.00
TOTAL CONTRACT INFORMATION					$20.00
TOTAL LEXISNEXIS ONLINE CHARGES					$20.00
CURRENT PERIOD CHARGES, CREDITS AND TAX					$20.00

LexisNexis™

INVOICE NO.	INVOICE DATE
0209073465	30-SEP-02

ACCOUNT NUMBER
1093SR

BILLING PERIOD 01-SEP-02 - 30-SEP-02

SUB-ACCOUNT
JUDGE BRADLEY SMITH
301 JACKSON ST
RICHMOND, TX 77469-3108

INVOICE TO
JUDGE BRADLEY SMITH
RICHMOND, TX 77469-3108

SUB-ACCOUNT SUMMARY BY SERVICE

SUB-ACCOUNT NUMBER 1093SR

			CONTRACT USE			TRANSACTIONAL USE				
	QUANTITY	RATE	GROSS AMOUNT	ADJUSTMENT	NET AMOUNT	OVER THE CAP	OUTSIDE CONTRACT	TOTAL BEFORE TAX	TAX	TOTAL CHARGES
LEGAL SERVICES										
UNLMTD USE ADJUSTMENT	1	-	-	$20 00	$20 00	-	-	$20 00	-	$20 00
TOTAL LEGAL SERVICES			$0 00	$20 00	$20 00	$0 00	$0 00	$20 00	$0 00	$20 00
SUBTOTAL ONLINE CHARGES			$0.00	$20 00	$20 00	$0 00	$0 00	$20 00	$0 00	$20 00
SUB-ACCOUNT TOTAL			$0 00	$20 00	$20 00	$0 00	$0 00	$20 00	$0 00	$20 00

FORM BO1

17

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 25th day of March, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 **Emergency Management** Department # **046**

TRANSFER TO:

LINE-ITEM NAME	*NUMBER*	*AMOUNT*
IT Software	3040	$50 00

TOTAL TRANSFERRED TO $ $50

TRANSFER FROM:

Photo / Lab Supplies	3010	$50

TOTAL TRANSFERRED FROM $ $50

EXPLANATION To purchase Microsoft Office 2000 - CD We already have the Microsoft Office 2000 license

Department Head [signature] Date 03/10/03

THE COUNTY OF FORT BEND **USE WHOLE DOLLARS ONLY**

BY [signature]
Robert E Hebert, County Judge

MAR 1?

Original to Budget Officer cc Commissioners Court

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

DATE SUBMITTED: 3/11/03

SUBMITTED BY: P.BETTS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: ENGINEERING #

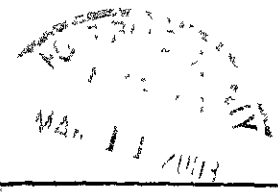
COURT AGENDA DATE: 3/25/03

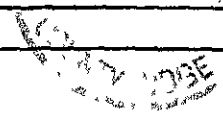
PHONE NO.: (281) 633-7507 19A

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE #0302-30 IN THE AMOUNT OF $7,473.40 TO JNS CONSULTING ENGINEERS, INC. FOR WORK RELATED TO CHIMNEY ROCK, (FUQUA TO BELTWAY 8), MOBILITY BOND PROJECT#13,PCT.2.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:





FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ( )

Fund Agency Object N/A ( )

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

CC with back up:

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

Austin
Conroe
Houston
Pasadena
Pearland

JNS INC.
CONSULTING ENGINEERS

Engineering ▪ Surveying ▪ Planning

February 28, 2002

Mr Jesse D Hegemier P E
Fort Bend County Engineering
1124-52 Blume Road
P O Box 1449
Rosenberg TX 77471

Reference: Chimney Rock from Fuqua to Beltway 8
Purchase Order Number PO 07500012526
JNS Job No 262-01
Invoice No 0302-30

This invoice covers work performed through February 1, 2002 through February 28, 2002

I. Purchase Order Limit for Prel , Design and Contract Phase

Estimated Cost	$1,660,797 00	x	8 0%	x	100 0%	=	$132,863 76
Harris County Engineering Curve Percentage					8 0%		

Estimated Cost	**$1,660,797 00**	x	**8.0%**			=	**$132,864.27**

PRELIMINARY PHASE (40%) OF BASIC FEE						=	
Basic Fee	$132,864 27	x	40 0%	x	100 0%	=	$53,145 71

DESIGN (40%) OF BASIC FEE						=	
Basic Fee	$132,864 27	x	40 0%	x	90 0%	=	$47,831.14

BID PHASE (5%) OF BASIC FEE						=	
Basic Fee	$132,864 27	x	5 0%	x	0 0%	=	$0 00

CONSTRUCTION (15%) OF BASIC FEE						=	
Basic Fee	$132,864 27	x	15 0%	x	0 0%	=	$0.00

Basic Fee Due	$100,976.85	
Less Payments made on Basic Fee	$100,976 85	
BASIC FEE DUE THIS INVOICE	**$0.00**	**$0.00**
GRAND TOTAL BASIC FEE DUE THIS INVOICE		**$0.00**

SEE PAGE 7 FOR TOTAL

ADDITIONAL SERVICES.
Invoice covers work from December 1, 2002 through December 31, 2002

Section III-A Topographic Survey - Roadway

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice **$0 00**

Total Amount Not to Exceed	$19,500 00
Total Amount Authorized	$19,500 00
Amount Invoiced to Date	$19,490 60
Balance Remaining	$9 40

Section III-A Topographic Survey - Beltway 8 & Fuqua Intersections

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice **$0.00**

Total Amount Not to Exceed	$4,500 00
Total Amount Authorized	$4,500 00
Amount Invoiced to Date	$4,493 10
Balance Remaining	$6 90

Section III-A Topographic Survey - Outfall Ditch & Bridge Surveys

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Not to Exceed	$3,500 00
Total Amount Authorized	$3,500 00
Amount Invoiced to Date	$3,495.60
Balance Remaining	$4 40

Section III-A Topographic Survey - Drainage Impact Study Cross Sections

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice **$0 00**

Total Amount Not to Exceed	$4,800 00
Total Amount Authorized	$4,800 00
Amount Invoiced to Date	$4,799 51
Balance Remaining	$0 49

SEE PAGE 7 FOR TOTAL

Section III-A Topographic Survey - Control & R O W Survey

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice **$0 00**

Total Amount Not to Exceed	$3,500 00
Total Amount Authorized	$3,500 00
Amount Invoiced to Date	$3,498 12
Balance Remaining	$1 88

Section III-A Right-of-Way Alignment Between Roberson & Keats

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice **$0 00**

Total Amount Not to Exceed	$8,200 00
Total Amount Authorized	$7,016 80
Amount Invoiced to Date	$6,705 69
Balance Remaining	$311 11

Section III-A Alignment Study

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice **$0.00**

Total Amount Not to Exceed	$7,016 80
Total Amount Authorized	$7,016 80
Amount Invoiced to Date	$7,011 03
Balance Remaining	$5 77

Section III-A Metes & Bounds for New Parcel Takes Including Corner Clips

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Not to Exceed	$4,000 00
Total Amount Authorized	$4,000 00
Amount Invoiced to Date	$3,999 66
Balance Remaining	$0 34

SEE PAGE 7 FOR TOTAL

TOTAL FIELD SURVEYS **$0.00**

Total Amount Not to Exceed	$46,816 80
Total Amount Authorized	$46,816 80
Amount Invoiced to Date	$46,787 62
Balance Remaining	$29 18

Section III-B Geotechnical Services

HVJ Associates

Total Amount Due this Invoice **$0 00**

Total Amount Not to Exceed	$9,284 00
Total Amount Authorized	$9,284 00
Amount Invoiced to Date	$9,284 00
Balance Remaining	$0 00

Section III-D Plan Revisions

Total Amount Due this Invoice **$0 00**

Total Amount Not to Exceed	$2,500 00
Total Amount Authorized	$0 00
Amount Invoiced to Date	$0 00
Balance Remaining	$0 00

Section III-E Hydraulic Analysis

Total Amount Due this Invoice **$0.00**

Total Amount Not to Exceed	$33,000 00
Total Amount Authorized	$33,000 00
Amount Invoiced to Date	$32,993.20
Balance Remaining	$6 80

Section III-G Microfiche Copy of Final Design

Total Amount Due this Invoice **$0.00**

Total Amount Not to Exceed	$700.00
Total Amount Authorized	$0 00
Amount Invoiced to Date	$0 00
Balance Remaining	$0 00

SEE PAGE 7 FOR TOTAL

Section III-H	Additional Reproduction of Review Drawings over 20 Sets			
	Total Amount Due this Invoice			**$0.00**
	Total Amount Not to Exceed	$2,500 00		
	Total Amount Authorized	$0 00		
	Amount Invoiced to Date	$0 00		
	Balance Remaining	$0 00		
Section III-I	Traffic Control Drawings - Preliminary - 20%		$5,000 00	
	Total Amount Due this Invoice		**$0 00**	
	Traffic Control Drawings - Final - 80%		$20,000 00	
	Total Amount Due this Invoice			**$0.00**
	Total Amount Not to Exceed	$25,000 00		
	Total Amount Authorized	$25,000 00		
	Amount Invoiced to Date	$21,246 40		
	Balance Remaining	$3,753 60		
Section III-J	Storm Water Pollution Prevention Plan			
	Total Amount Due this Invoice			**$0.00**
	Total Amount Not to Exceed	$4,000 00		
	Total Amount Authorized	$4,000 00		
	Amount Invoiced to Date	$3,012 80		
	Balance Remaining	$987 20		
Section III-L	Environmental Assessment for Roadway and Outfall Ditch			
HVJ Associates, Inc				
Invoice No 1346	$1,260 00 x 1 1 =		$1,386.00	
	Total Amount Due this Invoice			**$1,386.00**
	Total Amount Not to Exceed	$6,930 00		
	Total Amount Authorized	$6,930 00		
	Amount Invoiced to Date	$6,930 00		
	Balance Remaining	$0 00		

SEE PAGE 7 FOR TOTAL

Section III-L Delineation in Preparation for Wetlands Permit (If Needed)

Total Amount Due this Invoice **$0.00**

Section III-L Delineation in Preparation for Wetlands Permit (If Needed)

Total Amount Due this Invoice $0 00

Total Amount Not to Exceed	$2,200 00
Total Amount Authorized	$2,200 00
Amount Invoiced to Date	$0 00
Balance Remaining	$2,200 00

Section III-M Traffic Studies

A I.A. Engineers, Ltd

Invoice No JNS111-1 $5,534 00 x 1 1 = $6,087 40

Total Amount Due this Invoice **$6,087.40**

Total Amount Not to Exceed	$6,050 00
Total Amount Authorized	$6,050 00
Amount Invoiced to Date	$6,087 40
Balance Remaining	($37 40)

Section III Televising Sanitary Sewers

Total Amount Due this Invoice **$0 00**

Total Amount Not to Exceed	$16,071 55
Total Amount Authorized	$0 00
Amount Invoiced to Date	$0 00
Balance Remaining	$0 00

Section III Additional Services for Technical Review Committee

Total Amount Due this Invoice **$0.00**

Total Amount Not to Exceed	$2,000 00
Total Amount Authorized	$2,000 00
Amount Invoiced to Date	$1,988 00
Balance Remaining	$12 00

SEE PAGE 7 FOR TOTAL

Section III Miscellaneous as Required and Approved

Total Amount Due this Invoice		**$0.00**
Total Amount Not to Exceed	$10,000 00	
Total Amount Authorized	$0 00	
Amount Invoiced to Date	$0 00	
Balance Remaining	$0 00	

Section III Additional Services for Street Lighting Layout

Total Amount Due this Invoice		**$0.00**
Total Amount Not to Exceed	$5,000 00	
Total Amount Authorized	$5,000 00	
Amount Invoiced to Date	$4,508 00	
Balance Remaining	$492 00	

Section III Televising Existing Storm Sewer

Chief Environmental Surveys, Inc

Invoice No x 1 1 = $0 00

Total Amount Due this Invoice		**$0.00**
Total Amount Not to Exceed	$8,250 00	
Total Amount Authorized	$8,250 00	
Amount Invoiced to Date	$6,018 10	
Balance Remaining	$2,231 90	

Total Amount Additional Services This Invoice		**$7,473.40**
Total Amount Additional Services	$180,302 35	
Total Amount Additional Services Authorized	$148,530 80	
Total Amount Invoiced to Date	$138,855 52	
Balance Remaining Authorized	$9,675 28	

TOTAL BASIC FEE AND ADDITIONAL SERVICES DUE **$7,473.40**

I certify this invoice to be true and correct

x _____
Jon N Strange, President

APPROVED

SEE PAGE 7 FOR TOTAL

HVJ Associates, Inc.
6120 South Dairy Ashford Road
Houston, TX 77072
Ph (281) 933-7388

Invoice No 1346
Invoice Date February 28, 2003

Invoice

To. JNS Consulting Engineers, Inc

Client ID. CJ1750

17171 Park Row, Suite 160
Houston, TX 77084
Attention: Mr Jon N Strange, PE

Project: **01105EH0** **For completion of contract services**
Chimney Rock - Fuqua to S. Beltway 8

Manager: **Eli Zlotnik P.G.**

Professional Services for the Period 11/1/01 to 2/28/03

Billing Group: 01 Fixed Fee

Chimney Rock - Fuqua to S Beltway 8

Contract Amount	6,300 00
% Complete	100 00%
Fee Earned	6,300 00
Prior Fee Billings	5,040.00
Current Fee Total:	**$1,260.00**

Project Totals:

Total Project Invoice Amount: **$1,260.00**

Our accounting procedures call for the submittal of invoices on a month-end basis, or at the conclusion of project should its duration last less than a month Our credit terms are 30 days net. Please route payments to the attention of 'Corporate Accounting' at the above address.

AIA ENGINEERS, LTD.
CONSULTING ENGINEERS

1011 Highway 6 South, Suite 117
Houston, Texas 77077
Telephone (281) 493-4140
Fax (281) 493-2211
E-Mail aia@aiainc com

February 26, 2003

RWK 3/3

JNS Consulting Engineers, Inc
17171 Park Row
Suite 160
Houston, Texas 77084

INVOICE

INVOICE NO JNS111-1

Chimney Rock from Fuqua to Beltway 8

Contract Amount for Existing Fuqua Signal Redesign at Beltway 8. $7,000.00		$ 7,000 00
Previously Invoiced: $00 00	Percent Complete	0 %
	Subtotal	$ 0 00
Contract Amount for Traffic Signal Warrant Studies at West Fuqua and Chimney Rock: $5,500.00		$ 5,500 00
	Percent Complete	100%
	Subtotal	$ 5,500 00
Contract Amount for Traffic Signal Design at West Fuqua and Chimney Rock $11,500.00		$11,500.00
Previously Invoiced $00 00	Percent Complete	0%
	Subtotal	$ 00 00
Direct Costs: Travel: 100 miles @ $.34\per mile		$ 34.00
	TOTAL DUE	**$ 5,534.00**

Please remit payment to:

AIA Engineers, Ltd
1011 Highway 6 South
Suite 117
Houston, TX 77077

F.\bxproj\jnsproj\jns111\invoice\inv1

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/11/03

COURT AGENDA DATE: 3/25/03

SUBMITTED BY: P. [illegible] (AGENDA COORDINATOR)

DEPARTMENT: ENGINEERING

PHONE NO.: (281) 633-7507

AGENDA # 18B

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE #03-10303 IN THE AMOUNT OF $4,297.25 TO QC LABORATORIES, INC. FOR MATERIALS TESTING ON THE VOSS ROAD PROJECT (BURNEY TO STATE HIGHWAY 6), MOBILITY BOND PROJECT # 47, PCTS. 3&4.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

MAR 1 1 2003

FINANCIAL SUMMARY:

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

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

CC with back up:

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

QC Laboratories, Inc

524 Rosamond
Houston, TX 77076

INVOICE

DATE	INVOICE #
2/28/2003	03-10303

BILL TO

Fort Bend County Engineering Dept.
P.O BOX 1449
ROSENBERG, TEXAS 77471
ATTN. Steve Evans

PROJECT.#	Terms	PROJECT	Purchase Order
02M9352	net 10	VOSS Rd Widening Proj#	PC 04300002073

DATE	REPORT #	DESCRIPTION	QTY	RATE	AMOUNT
2/1/03	229	Fort Bend (Technician Time Overtime)	2 5	64 50	161 25
		Fort Bend Vehicle	2 5	40 00	100 00
2/5/03	230-233	Technician Time	4	43 00	172 00
		Density Gauge Rental	4	8 00	32 00
		Concrete Cylinder (ASTM C39)	4	13 00	52 00
		Concrete Beams (ASTM C 78)	2	20 00	40 00
		Fort Bend Vehicle	4	40 00	160 00
2/6/03	234	Technician Time	2	43 00	86 00
		Fort Bend Vehicle	2	40 00	80 00
2/10/03	235	Technician Time	3	43 00	129 00
		Fort Bend Vehicle	3	40 00	120 00
2/11/03	236-238	Technician Time	5	43 00	215 00
		Density Gauge Rental	5	8 00	40 00
		Fort Bend Vehicle	5	40 00	200 00
2/13/03	239-243	Technician Time	4 5	43 00	193 50
		Concrete Cylinder (ASTM C39)	8	13 00	104 00
		Concrete Beams (ASTM C 78)	4	20 00	80 00
		Fort Bend Vehicle	4 5	40 00	180 00
2/14/03	244-246	Technician Time	6	43 00	258 00
		Concrete Cylinder (ASTM C39)	4	13 00	52 00
		Concrete Beams (ASTM C 78)	2	20 00	40.00
		Fort Bend Vehicle	6	40 00	240 00
2/17/03	247-249	Technician Time	5	43 00	215 00
		Concrete Cylinder (ASTM C39)	4	13 00	52 00
		Concrete Beams (ASTM C 78)	2	20 00	40 00
		Fort Bend Vehicle	5	40 00	200 00
2/18/03	250-254	Technician Time	8	43 00	344 00
		Concrete Cylinder (ASTM C39)	8	13 00	104 00
		Concrete Beams (ASTM C 78)	4	20 00	80.00
		Fort Bend Vehicle	8	40 00	320 00
2/19/03	255	Technician Time	2 5	43 00	107.50
		Fort Bend Vehicle	2 5	40 00	100 00

We appreciate your prompt payment, any questions call 713/695-1133

Total

QC Laboratories, Inc

524 Rosamond
Houston, TX 77076

INVOICE

DATE	INVOICE #
2/28/2003	03-10303

BILL TO

Fort Bend County Engineering Dept.
P.O. BOX 1449
ROSENBERG, TEXAS 77471
ATTN: Steve Evans

PROJECT #	Terms	PROJECT	Purchase Order
02M9352	net 10	VOSS Rd Widening Proj#	PC 04300002073

DATE	REPORT #	DESCRIPTION	QTY	RATE	AMOUNT
		I certify that the amount invoiced is true and correct to the best of my knowledge George Purvis Date 3-7-03 approved for Payment FBCED Louis E. Hood APPROVED DJA			

We appreciate your prompt payment, any questions call 713/695-1133

Total $4,297 25

FORT BEND COUNTY

AGENDA ITEM

COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/11/03

SUBMITTED BY: P. BETTS (AGENDA COORDINATOR)

DEPARTMENT: ENGINEERING

PHONE NO.: (281) 633-7507

AGENDA # 18c

COURT AGENDA DATE: 3/25/03

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO. 0182141 (PAYMENT #8) IN THE AMOUNT OF 2,372.38 TO PBS&J,INC. FOR PROFESSIONAL SERVICES RENDERED REGARDING FM359 (FROM US90A TO JONES CREEK), MOBILITY BOND PROJECT #49, PCTS. 3&4.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

MAR 11

FINANCIAL SUMMARY:

BUDGETED ITEM: Yes ( ) No ( ) N/A ( )

ANNUALIZED DOLLARS: One Time ( )

COMMENTS:

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

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

CC with back up:

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

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RECOMMENDATION / ACTION REQUESTED:

PBS&J

An employee-owned company

March 7, 2003

Mr. Jesse Hegemier, P.E.
Fort Bend County Engineer
P O Box 1449
Rosenberg, Texas 77471-1449

Attn · Ms Paulette Batts

PBS&J Job No. 460577.00

Re FM 359
CSJ No 0543-02-051
Invoice No 8

Dear Mr Hegemier:

Enclosed please find our invoice in the amount of $2,372.38 for the period January 1, 2003 through January 31, 2003. This represents 39.5% of our total contract We are approximately 40% complete with the contract documents. Enclosed with this invoice are the Billing Statement and our Progress Report

If you have any questions or need additional information, please contact me.

Very truly yours,

Christopher Chestnut, P.E.
Project Manager

CC/km

cc: David Balmos – Carter Burgess, Inc
Suzanne Ramos – PBS&J

1880 S Dairy Ashford St , Suite 300 • Houston, Texas 77077-4760 • Telephone 281 493 5100 • Fax. 281 493 1047 • www pbsj com

PBS&J

March 6, 2003
Project No· 460577 00
Invoice No 0182141

Fort Bend County
Attn Paulette Batts
P O Box 1449
Rosenberg TX 77471-1449

Project 460577 00 FM 359

CSJ 0543-02-051
Invoice #8

Professional Services: January 1, 2003 through January 31, 2003

Task 1 Preliminary Engineering

Fee

Total Fee	78,230 00			
Percent Complete	77 00	Total Earned	60,237 10	
		Previous Fee Billing	58,672 50	
		Current Fee Billing	1,564 60	
		Total Fee		**1,564 60**
			Total this task	**$1,564.60**

Task· 2 Environmental Assessment

Fee

Total Fee	80,778 00			
Percent Complete	16.00	Total Earned	12,924 48	
		Previous Fee Billing	12,116 70	
		Current Fee Billing	807.78	
		Total Fee		**807.78**
			Total this task	**$807.78**

Task: 3 Develop Diagrammatic

Fee

Total Fee	59,854 00			
Percent Complete	27 00	Total Earned	16,160 58	
		Previous Fee Billing	16,160 58	
		Current Fee Billing	0 00	
		Total Fee		**0.00**
			Total this task	**$0.00**

Task 4 Project Coordination

Fee

Total Fee	11,377 00			
Percent Complete	15 00	Total Earned	1,706.55	
		Previous Fee Billing	1,706 55	
		Current Fee Billing	0 00	
		Total Fee		**0.00**
			Total this task	**$0.00**
			Total this invoice	**$2,372.38**

Billings to date	**Current**	**Prior**	**Total**
Fee	2,372.38	88,656 33	91,028 71
Totals	**2,372.38**	**88,656.33**	**91,028.71**

APPROVED

BILLING STATEMENT

Texas Department of Transportation

Form 132A Rev 9-97

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

Name of Payee: Fort Bend County Date: March 6 20 03

Address: PO Box 1449 City & State: Rosenberg, TX 77471

Delivery Date: Vendor ID No.: 17460019692061

FY	S	SOURCE UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
03	8	095	Fort Bend County			
			FM 359 from US 90A to Jones Creek			
			in Fort Bend County, Texas			
			Inv. 8 - 1/01/03 to 1/31/03			
			Expires: 8/31/04			
			Total Amount this Invoice			2,372.38
			20% Paid by County			474.48
			80% Federal			1,897.90
			Total			$1,897.90

IAC or MISC CONTRACT No: 122XXF5033 TXDOT REQ. NO.: PURCHASE ORDER NO: DATE 5/28/02

HIGHWAY

DIST. OR DIV	70 THRU 79	DETAIL	AMOUNT	+	FUNC.	OBJ OF EXP	TASK OR WORK ORDER	COUNTY	SYS	NUMBER	S U F	CLASS
21 22	23 24	25—THRU—41	42—THRU—53	54	55 56 57	58 59 60	61 62 63 64 65 66	67 68 69	70 71	72 73 74 75	76	77 78
12	76	0543-02-051	$1208.56		110	423						
12	76	0543-02-051	$689.34		120	423						
12	76	0543-02-051	$0.00		150	423						
12	76	0543-02-051	$0.00		161	423						
12												
12												
12												
12												

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

By Date

FORT BEND COUNTY
FM 359 from US 90A to Jones Creek

CSJ 0543-02-051
Contract No. 122XXF5033

WRITTEN PROGRESS REPORT

Date of Invoice	March 7, 2003
Invoice No	0182141 (8)
Work Performed	January 1, 2003 to January 31, 2003

Task 1 – Preliminary Engineering

We completed the horizontal and vertical design of on option with a 120' right-of-way

Task 2 – Environmental Assessment

We continued to develop the various chapters of the draft environmental assessment We continued to gather environmental data.

Task 3 – Develop Diagrammatic

No work performed.

Task 4 – Project Coordination

No work performed

FORT BEND COUNTY

AGENDA ITEM

COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/11/03

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: ENGINEERING #

COURT AGENDA DATE: 3/25/03

PHONE NO.: (281) 633-7507

18D

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO. 9481 (PAY ESTIMATE #13) IN THE AMOUNT OF $2,293.72 TO THOMPSON, INC. FOR SERVICES RENDERED REGARDING VOSS ROAD BETWEEN STATE HIGHWAY 6 AND BURNEY ROAD, MOBILITY BOND PROJECT # 47, PCTS. 3&4.

FORT BEND COUNTY RECEIVED MAR 12 2003 COUNTY JUDGE

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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

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

CC with back up:

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

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RECOMMENDATION / ACTION REQUESTED:

THOMPSON

Fort Bend County Engineer
P.O. Box 1449
Rosenberg, TX. 77471-1449

DATE: February 28, 2003

INVOICE: 9481

Attn: Jesse Hegemier, P.E. 970-01

FOR PROFESSIONAL SERVICES RENDERED THROUGH FEBRUARY 28, 2003.

P.O. Number: PC 04300001839
Vendor No.: 74-1491887
Project Description: Voss Road Between Highway 6 and Burney Road, Pcts. 3 & 4

Request for Payment Estimate No 13

Preliminary - Civil				
Total Fee: $10,037.89				
Amount Earned to Date				
100%	of	$10,037 89	=	$10,037 89
Preliminary - Survey				
Total Fee: $14,343.58				
Amount Earned to Date				
100%	of	$14,343.58	=	$14,343 58
Preliminary - ROW				
Total Fee: $7,756.07				
Amount Earned to Date				
100%	of	$7,756 07	=	$7,756.07
Preliminary - Aerial/Markhurd				
Total Fee: $5,898.20				
Amount Earned to Date:				
100%	of	$5,898.20	=	$5,898 20
Preliminary - Abstracting/Postle				
Total Fee: $1,925.00				
Amount Earned to Date·				
100%	of	$1,925.00	=	$1,925 00
Preliminary - Geotechnical/HVJ				
Total Fee: $8,580.00				
Amount Earned to Date·				
100%	of	$8,580.00	=	$8,580 00

Preliminary - Environmental /HVJ
Total Fee: $5,610.00
Amount Earned to Date:

100%	of	$5,610 00	=	$5,610 00

Preliminary - Drainage / Fields
Total Fee: $15,840.00
Amount Earned to Date:

100%	of	$15,840 00	=	$15,840 00

Final Design
Total Fee: $146,326.99
Amount Earned to Date

100%	of	$ 146,326 99	=	$146,326 99

Final Design Drainage/Fields
Total Fee: $2,640.00
Amount Earned to Date

0%	of	$2,640.00	=	$0.00

Final Design - Reimbursables
Total Fee: $3,226.50
Amount Earned to Date.

100%	of	$ 3,226.50	=	$3,226.50

Additional Survey and Design West of Highway 6
Total Fee: $11,916.33
Amount Earned to Date

100%	of	$11,916.33	=	$11,916 33

Construction Phase Services: (2)

Project Manager	7.0 Hrs	@	$ 125 62	=	$ 879 34	
Grad Engineer	16 5 Hrs	@	$ 84 44	=	1,393.26	
Clerical	0 5 Hrs	@	$ 42.23	=	21 12	
Subtotal Construction Phase Services (2)				=		$ 2,293.72

(Previously Invoiced $21,811.21)

THOMPSON

Construction Phase Services (3)
(Previously Invoiced $4,175.64)

Total Amount Earned to Date	=	$259,741.13
Less Previous Invoices	=	257,447.41
Amount Due This Estimate Total:	=	**$ 2,293.72**

Thank you

Approved for Payment
Louis E. Hood
FBCED
March 4, 2003

APPROVED
3/12/03

THOMPSON

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

DATE SUBMITTED: 3/12/03

SUBMITTED BY: P. [illegible] (AGENDA COORDINATOR)

DEPARTMENT: [illegible]

PHONE NO.: (281) 633-7507

AGENDA # 18E

COURT AGENDA DATE: 3/25/03

SUMMARY OF ITEM: APPROVE PAYMENT OF PAY ESTIMATE #9 IN THE AMOUNT OF $2,275.00 TO COBB, FENDLEY & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RENDERED REGARDING THE WIDENING OF WEST BELLFORT AVENUE (ELDRIDGE TO STATE HIGHWAY 6), MOBILITY BOND PROJECT #7, PCT.3.

FORT BEND COUNTY RECEIVED MAR 12 20[illegible]

COUNTY JUDGE

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM: Yes ( ) No ( ) N/A ( )

ANNUALIZED DOLLARS: One Time ( ) Recurring ( ) N/A ( )

COMMENTS:

Funding Source:
Fund Agency Object

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

CC with back up:

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

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RECOMMENDATION / ACTION REQUESTED:

1-28-03

COBB, FENDLEY, & ASSOCIATES,INC
5300 HOLLISTER, SUITE 400
HOUSTON, TEXAS 77040

January 28, 2003
Estimate No 9
CFA Invoice No 0215554

FT BEND COUNTY ENGINEERING
P O BOX 1449
ROSENBERG, TEXAS 77471

ATTN MR D JESSE HEGEMIER,P E

Cobb,Fendley & Associates Job No 0103-072-00
West Bellfort Roadway Improvement Project
Ft Bend County Engineering Ref No PC 04300001857

	PERCENT COMPLETE	CONTRACT AMOUNT	TOTAL TO DATE	PREVIOUS BILLINGS	TOTAL THIS INVOICE
Preliminary Engineering Services					
Preliminary Design	100 00%	$56,602 90	$56,602 90	$56,602 90	$0 00
Topographic Survey	100 00%	$26,826 25	$26,826 25	$26,826 25	$0 00
Right-of-Way Services	100 00%	$845 00	$845 00	$845 00	$0 00
Geotechnical Services	100 00%	$25,009 05	$25,009 05	$25,009 05	$0 00
Cultural Resources & Wetlands	100 00%	$4,757 50	$4,757 50	$4,757 50	$0 00
Environmental Services	100 00%	$7,971 70	$7,971 70	$7,971 70	$0 00
Traffic Counts & Signal Warrants	100 00%	$9,284 00	$9,284 00	$9,284 00	$0 00
Final Design					
Final Design	56 57%	$66,598 91	$37,678 20	$37,678 20	$0 00
Additional Services					
ESA Phase II - GET	100 00%	$16,109 50	$16,109 00	$16,109 00	$0 00
Topographic Survey - CFA	33 44%	$6,222 50	$2,080 50	$2,080 50	$0 00
Traffic Signal Design - Epsilon	0 00%	$7,920 00	$0 00	$0 00	$0 00
Appraisal Activity	3 84%	$40,480 00	$1,552 55	$1,552 55	$0 00
Prep Parcel Maps/Fld Survey - Kaluza	54 32%	$18,480 00	$10,037 50	$10,037 50	$0 00
ROW Acquisitin Activity - CFA	60 15%	$27,100 00	$16,301 75	$14,026 75	$2,275 00
		$314,207 31	$215,055 90	$212,780 90	$2,275 00
TOTAL THIS INVOICE					**$2,275 00**

Certification by firm. John Odis Cobb 01/28/03
John Odis Cobb, President **Date**

cc. Mr David C Balmos, P E - Carter and Burgess

APPROVED
Russell Stockton
3/12/03

PLEASE INCLUDE CFA INVOICE NUMBER WITH PAYMENT

COBB FENDLEY AND ASSOCIATES, INC.

PROGRESS REPORT #10
WEST BELLFORT IMPROVEMENTS
ELDRIDGE TO SH 6
FEBRUARY 4, 2003
ESTIMATE NO. 9

Work Completed

1. Completed correction of plans from 90% review.
2. Completed acquisition of nine (9) parcels, agreements on seven (7) parcels, and still negotiating or no response from the remaining three (3) parcels.

Work to be performed:

1. Finalize specifications, quantities and cost estimate.
2. Continued negotiations with property owners for purchase or donation of right-of-way.
3. Prepare closing documents for all right-of-way transactions.

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

DATE SUBMITTED: 3/14/03

SUBMITTED BY: P. BETTS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: ENGINEERING #

COURT AGENDA DATE: 3/25/03

PHONE NO.: (281) 633-7507 18F

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO. 7886 IN THE AMOUNT OF $58,131.01 TO TRAFFIC ENGINEERS, INC. FOR DESIGN SERVICES FOR VARIOUS TRAFFIC SIGNALS, PCTS. 3 & 4.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FORT BEND COUNTY RECEIVED MAR 14 2003

COUNTY JUDGE

FINANCIAL SUMMARY:

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

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

CC with back up:

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

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RECOMMENDATION / ACTION REQUESTED:

TEI Traffic Engineers, Inc

8323 Southwest Freeway
Suite 200
Houston, TX 77074
(713) 270-8145

Invoice Number 7886

March 11, 2003

Invoice

To Fort Bend County
P.O Box 1449
Rosenberg, TX 77471-1449
Attention Mr Louis Hood

Project 10244 Fort Bend County - Traffic Signalization of Seven Intersections

TEI Project Manager Roger L Armstrong

Professional Services for the Period 12/3/2002 to 3/11/2003

Purchase Order No. PC 07500014534 **$137,719.00**

Attachment A Scope of Services **$90,000.00**

Phase	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Design Phase	✓ $72,000 00	50 00	$36,000 00	$0 00	$36,000 00
Contract Phase	$4,500 00	0 00	$0 00	$0 00	$0 00
Construction Phase	$13,500 00	0 00	$0 00	$0 00	$0 00

Phase Billing Total: **$36,000.00**

Phase	Phase Fee	Fee Earned	Prior Billing	Current Fee
Attachment A-1 Additional Services	**$25,320.00**			
Traffic Control Drawings	$17,500 00	$7,692 31	$0 00	$7,692 31 ✓
Changes in Drawings	$7,000 00	$0 00	$0 00	$0 00
Microfiche	$120 00	$0 00	$0 00	$0 00
AutoCAD drawings & Laminated Signal Layout	$700 00	$0 00	$0 00	$0 00
Attachment B Basic Surveying Services	**$16,624.00**			
Intersection Survey	$16,624 00	$14,249 40	$0 00	$14,249 40 ✓
Attachment B-1 Additional Surveying Services	**$5,775.00**			
Field Survey for Staking	$3,080 00	$0.00	$0 00	$0 00
Abstracting	$2,695 00	$189 30	$0.00	$189 30 ✓

Phase Billing Total: **$22,131.01** ✓

Professional Services

Traffic Control Drawings

Staff	Hours	Rate	Charge
Principal			
Roger L Armstrong	12 00	$148 50	$1,782 00
Associate			
Colby Wright	15 50	$89 10	$1,381 05
Cadd Technician			
Christina R Fulton	58 00	$74 25	$4,306 51
Thuc Tri Duong	3 00	$74 25	$222 75
Traffic Control Drawings Total:	**88.50**		**$7,692.31**

Professional Services Totals

Total		$7,692 31

Subcontractors

Vendor/Expense	InvoiceTotal	Markup	Charge
West Belt Surveying	$13,126 08	10%	$14,438 70
	Total Due:		**$14,438.70**

Project Totals:

***** Total Project Invoice Amount** **$58,131.01**

I certify the above to be true and correct.

Roger L. Armstrong

Roger L Armstrong
Principal

approve for Payment
Louis E. Hood
FBCED March 14, 2003

APPROVED
Ronald Drawbaugh
3/14/03

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

DATE SUBMITTED: 3/14/03

COURT AGENDA DATE: 3/25/03

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR)

DEPARTMENT: ENGINEERING

PHONE NO.: (281) 633-7507

AGENDA # 18G

SUMMARY OF ITEM: APPROVE PAYMENT OF PAY APPLICATION #1 IN THE AMOUNT OF $106,135.20 TO BEAN CONSTRUCTION,CO. FOR WORK DONE AT FAIRCHILD ROAD BRIDGE,PCT.1.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FORT BEND COUNTY

MAR 17 03

COUNTY JUDGE

FINANCIAL SUMMARY:

BUDGETED ITEM: Yes ( ) No ( ) N/A ( )

ANNUALIZED DOLLARS: One Time ( ) Recurring ( ) N/A ( )

COMMENTS:

Funding Source:
Fund Agency Object

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

CC with back up:

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

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RECOMMENDATION / ACTION REQUESTED:

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

TO (OWNER): Fort Bend County
Road & Bridge
P. O. Box 148
Richmond, TX 77469

PROJECT: Bridge Replacement - Fairchild Road @ Fairchild Creek

APPLICATION NO. 1

PERIOD TO 02/28/03

Distribution to
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR):
Bean Construction Co.
P. O. Box 988, Stafford, TX 77497

VIA (ARCHITECT)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 01/07/03

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number / Date Approved		
TOTALS		
Net change by Change Orders		

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

CONTRACTOR.

By: Wayne Bean Jr. Date: 02/28/03

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

1 ORIGINAL CONTRACT SUM		$ 173,531.00
2 Net change by Change Orders		$
3 CONTRACT SUM TO DATE (Line 1 + 2)		$ 173,531.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 117,938.00
5 RETAINAGE:		
a 10 % of Completed Work (Column D + E on G703)	$ 11,7928.00	
b. ___ % of Stored Material (Column F on G703)	$	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 11,792.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 106,135.20
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8 CURRENT PAYMENT DUE		$ 106,135.20
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 67,395.80

State of: Texas
County of: Fort Bend
Subscribed and sworn to before me this 28 day of February 2003
Notary Public: Gail R. Wanja
My Commission expires: 11-16-2004

GAIL R. WANJA
Notary Public, State of Texas
My Commission Expires
November 16, 2004

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 $ 106,135.20

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT

By: Louis E. Hood Date: March 14, 2003

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

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA • © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE N.W. WASHINGTON D.C. 20006

APPROVED Ronald Gerschenson 3/14/03

G702-1983

CONTINUATION SHEET						AIA DOCUMENT G703			
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing								APPLICATION NUMBER	1
Contractor's signed Certification is attached								APPLICATION DATE	2/28/2003
In tabulations below, amounts are stated to the nearest dollar.								PERIOD TO	2/28/2003
Use Columns I on Contracts where Variable retainage for line items may apply								ARCHITECTI'S PROJECT NO	PC07500014606

A	B	C	D	E	F	G		H	I
Item No	Description of Work	Scheduled Value	Work Completed From Previous Application (D-E)	Work Completed This Period	Materials Presently Stored (Not in D or E)	Total Completed & Stored to Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage
1	Interceptor Structure	7,360 00			-	-	0 00%	7,360 00	-
2	36" CMP	21,700 00		21,700 00	-	21,700 00	100 00%	-	2,170 00
3	MBGF w/TAS	5,024 00			-	-	0 00%	5,024 00	-
4	Remove & dispose of exist structure	6,007 00		6,007 00	-	6,007 00	100 00%	-	600 70
5	5" concrete slope protection	2,241 00		2,241 00	-	2,241 00	100 00%	-	224 10
6	Abutments (incl wingwalls)	15,456 00		7,728 00	-	7,728 00	50 00%	7,728 00	772 80
7	Center bent	6,499 00		6,499 00	-	6,499 00	100 00%	-	649 90
8	Cem stab sand at abutments	6,191 00			-	-	0 00%	6,191 00	-
9	16" square pres conc piling	26,728 00		26,728 00	-	26,728 00	100 00%	-	2,672 80
10	Conc surface treatment	291 00			-	-	0 00%	291 00	-
11	16" x 48" P/S concrete box beams x 45' lg	47,025 00		47,025 00	-	47,025 00	100 00%	-	4,702 50
12	T6 bridge rail w/metal posts	9,742 00			-	-	0 00%	9,742 00	-
13	Class S conc slab bridge deck	14,105 00			-	-	0 00%	14,105 00	-
14	4" sealed expansion joint	5,162 00			-	-	0 00%	5,162 00	-
Totals		173,531 00	-	117,928 00	-	117,928 00		55,603 00	11,792 80

RECEIVED
MAR 1 0 2003
ROAD & BRIDGE

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

DATE SUBMITTED: 3/17/03

SUBMITTED BY: P. BATTS (AGENDA COORDINATOR)

DEPARTMENT: ENGINEERING

COURT AGENDA DATE: 3/25/03

PHONE NO.: (281) 633-7507

AGENDA # 18 H

SUMMARY OF ITEM: APPROVE PAYMENT NO.7 IN THE AMOUNT OF $41,870.63 AND PAYMENT NO.8 IN THE AMOUNT OF $26,291.10 TO KLOTZ ASSOCIATES,INC. FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION FM1464 WIDENING (FROM FM 1093 TO SH99), FOR ROUTE AND DESIGN STUDY,ENVIRONMENTAL LAYOUT, MOBILITY BOND PROJECT #59, PCTS. 3&4.

FORT BEND COUNTY RECEIVED MAR 17 2003

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

COUNTY JUDGE

FINANCIAL SUMMARY:

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

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

CC with back up:

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

KLOTZ
ASSOCIATES,
INC.
CONSULTING
ENGINEERS

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

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

Date: January 27, 2003
Job No.: 26209.07
Period: 12/16/02 - 01/15/03
Invoice No.: 7

INVOICE - 7

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

	Contract	Percent Complete	Billed To Date	Previously Billed	Current Billing
FC 110	$ 157,504 03	75 12%	$ 118,316.22	$ 110,715 83	$ 7,600 39
FC 120	$ 140,427 05	37.90%	$ 53,228 41	$ 26,229 83	$ 26,998.58
FC 130	$ 8,962 92	60 00%	$ 5,377 75	$ 5,377 75	$ -
FC 150	$ 9,036 00	100 00%	$ 9,036 00	$ 9,036 00	$ -
FC 161	$ 45,535 88	37 10%	$ 16,892 17	$ 9,620 51	$ 7,271 66
	$ 361,465 88	56 12%	$ 202,850 55	$ 160,979 92	$ 41,870.63

Total Due This Invoice $ 41,870.63

Barry Vanderwalt, P E
Project Manager

APPROVED
Ronald Stolhandske
3/17/03

BILLING STATEMENT

Texas Department of Transportation Form 132A Rev 9 97

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

Name of Payee Fort Bend County Date January 31 20 03

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

Delivery Date Vendor ID No. 17460019692061

FY	S	SOURCE UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
03		095	Total Invoice		$41,870 63	
			20 % Fort Bend County		8,374.13	
			80 % Federal		33,496 50	33,496.50
			Professional Services for FM 1464			
			from SH 99 to FM 1093 from			
			Dec 16, '02 to Jan 15, '03 - Inv. No 7			
			CJS 1415-02-032			
			Total			$33,496.50

IAC or MISC 122XXF5034 TXDOT PURCHASE DATE

CONTRACT No. REQ NO ORDER NO

HIGHWAY

DIST OR DIV	70 THRU 79	DETAIL	AMOUNT	+	FUNC	OBJ OF EXP	TASK OR WORK ORDER	COUNTY	SYS	NUMBER	S U F	CLASS
21 22	23 24	25—THRU—41	42—THRU—53	54	55 56 57	58 59 60	61 62 63 64 65 66	67 68 69	70 71	72 73 74 75	76	77 78
12	76	1415-02-032	6,080.30		110	423						
12	76	1415-02-032	21,598.87		120	423						
12	76	1415-02-032	0.00		130	423						
12	76	1415-02-032	0.00		150	423						
12	76	1415-02-032	5,817.33		161	423						
12		TOTAL	33,496.50									
12												
12												

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

By Date

ATTACHMENT H-2

Texas Department of Transportation Subprovider Monitoring System

Progress Assessment Report

Contract #	122XXF5034	*Original Contract Amount*	$361,466
Date of Execution	June 25, 2002	Approved Supplemental Agreement	$
Prime Consultant	Klotz Associates, Inc.	Total Contract Amount	$361,466

HUB	DBE	Subprovider	Type of Work	Total Subprovider Amt $	% Total Contract Amount	Amount Paid This Period $	Amount Paid To Date $	Subcontract Balance Remaining $
		PBS&J	Environmental	118,359 63	33	18,594 94	35,475 41	82,884 22
	X	Corrigan	Environmental	24,702.08	7	7,351 44	14,637 25	10,064.83
	X	SES Horizon	Engineering	53,042 71	15	0 00	53,042 71	0 00
		Weisser	Surveying	25,391.41	7	0 00	25,390 00	1 41
		TOTALS		221,495 83		25,946 38	128,545 37	$92,950 46

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

1 Copy with Invoice - Contract Manager, and

1 Copy – Juan Vega, Goal Setting Data Report Section (512) 463-6177 125 E 11th , Austin, TX

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

Signature - Company Official or DBE/HUB Liaison Officer

Jan 31, 2003
Date

KLOTZ
ASSOCIATES,
INC
CONSULTING
ENGINEERS

PROGRESS REPORT

Fort Bend County FM 1464

Fort Bend County vendor ID: 17460019692061
TxDOT Miscellaneous Contract No. 122XXF5034
Control-Section-Job No. CSJ 1415-01-032
Klotz Associates Project Number 26209

Invoice Number 7

Period 12/15/2002 - 01/15/2003

TASK DESCRIPTIONS	% of Task	Klotz Associates, Inc Task Value	Klotz Associates, Inc % Complete	Klotz Associates, Inc Amount Earned	PBS&J Task Value	PBS&J % Complete	PBS&J Amount Earned	Corrigan Task Value	Corrigan % Complete	Corrigan Amount Earned	SES Horizons Task Value	SES Horizons % Complete	SES Horizons Amount Earned	Weisser Task Value	Weisser % Complete	Weisser Amount Earned	Totals Task Value	Totals % Complete	Totals Amount Earned
Route and Design Studies (FC 110)																			
Task I																			
1 Route Studies																			
a. *Sub Consultant Coordination (SES Horizons)*	5%	$ 3,578.02	100%	$ 3,578.02													$ 3,578.02	100%	$ 3,578.02
b QA/QC sub consultant submittals (4 submittals)	6%	$ 3,694.21	100%	$ 3,694.21													$ 3,694.21	100%	$ 3,694.21
c Meet with TxDOT and County to discuss Layouts (two meetings)	3%	$ 1,923.07	100%	$ 1,923.07													$ 1,923.07	100%	$ 1,923.07
d. Public Meeting																			
1 *Arrange facilities for pulic meeting*	3%	$ 1,853.06	100%	$ 1,853.06													$ 1,853.06	100%	$ 1,853.06
2. Present Project	6%	$ 3,616.63	60%	$ 2,169.98													$ 3,616.63	60%	$ 2,169.98
3 Prepare meeting notes	2%	$ 1,535.78	60%	$ 921.47													$ 1,535.78	60%	$ 921.47
4. Attend small group meetings	4%	$ 2,348.36	60%	$ 1,409.02													$ 2,348.36	60%	$ 1,409.02
Task II																			
2 Diagrammatic Layout																			
a. Incorporate Public Comments	9%	$ 5,675.97	100%	$ 5,675.97													$ 5,675.97	100%	$ 5,675.97
b. *Select Preferred Alternative*																			
1 Meet with TxDOT and County	2%	$ 1,476.19	60%	$ 885.71													$ 1,476.19	60%	$ 885.71
c. Develop Layout																			
1 Typical Section	4%	$ 2,530.53	60%	$ 1,518.32													$ 2,530.53	60%	$ 1,518.32
2. Vertical and Horizontal Alignments	11%	$ 7,257.69	50%	$ 3,628.85													$ 7,257.69	50%	$ 3,628.85
3 *Prepare ROW Limits*	8%	$ 5,024.72	60%	$ 3,014.83													$ 5,024.72	60%	$ 3,014.83
4. Construction Sequencing	7%	$ 4,607.63	50%	$ 2,303.82													$ 4,607.63	50%	$ 2,303.82
5 *Earthwork Calculations*	4%	$ 2,845.14	50%	$ 1,422.57													$ 2,845.14	50%	$ 1,422.57
6. Cost Estimate	5%	$ 3,128.16	50%	$ 1,564.08													$ 3,128.16	50%	$ 1,564.08
d. *Meet with TxDOT and County to discuss Layouts*	4%	$ 2,756.53	40%	$ 1,102.61													$ 2,756.53	40%	$ 1,102.61
3 Letter Report																			
a. Letter Report	5%	$ 3,576.53	40%	$ 1,430.61													$ 3,576.53	40%	$ 1,430.61
Perform Corridor & Alignment Studies (Weisser)																			
1 a. Attain Current Ft. Bend Co Appraisal Dist Maps & Tiff 2 Appraisal Dist Map Images														$ 830.00	100%	$ 830.00	$ 830.00	0%	$ 830.00
b. Attain Current TxDOT Existing ROW Maps														$ 615.00	100%	$ 615.00	$ 615.00	0%	$ 615.00
c Attain Existing Unrecorded Alignment through "Prison Tract"														$ 305.00	100%	$ 305.00	$ 305.00	0%	$ 305.00
d. *Additional Information for Diagrammatic Base*																			
e. Develop Diagrammatic Constraints Mapping														$ 2,679.00	100%	$ 2,679.00	$ 2,679.00	0%	$ 2,679.00
														$ 10,342.00	100%	$ 10,342.00	$ 10,342.00	0%	$ 10,342.00
Preliminary Engineering (PBS&J)																			
1 Identify and Confirm Project Issues					$ 1,044.97	30%	$ 313.49										$ 1,044.97	30%	$ 313.49
2. Environmental Constraints Mapping					$ 8,324.22	30%	$ 2,497.27										$ 8,324.22	30%	$ 2,497.27
3 Identify Reasonable Alternatives					$ 997.24	30%	$ 299.17										$ 997.24	30%	$ 299.17
4 Public Involvement on Alternatives					$ 1,818.21	30%	$ 545.46										$ 1,818.21	30%	$ 545.46
5 Right of Entry					$ 8,012.78	30%	$ 2,403.83										$ 8,012.78	30%	$ 2,403.83
Preliminary Engineering (SES Horizons)																			
Route and Design Studies																			
1 Collect, Identify & confirm corridor issues											$ 3,070.10	100%	$ 3,070.10				$ 3,070.10	0%	$ 3,070.10
2. Develop Design Criteria											$ 3,014.42	100%	$ 3,014.42				$ 3,014.42	0%	$ 3,014.42
3 Alignment Alternatives											$24,921.36	100%	$24,921.36				$ 24,921.36	0%	$ 24,921.36
4 Meet with TxDOT and FBC to Discuss Altern. Align.											$ 3,014.42	100%	$ 3,014.42				$ 3,014.42	0%	$ 3,014.42
5 Public Meetings											$ 4,292.28	100%	$ 4,292.28				$ 4,292.28	0%	$ 4,292.28
6. Small Group Meetings											$ 1,515.15	100%	$ 1,515.15				$ 1,515.15	0%	$ 1,515.15
Perform Corridor & Alignment Study																			
1 Develop Constraints Mapping											$ 6,628.00	100%	$ 6,628.00				$ 6,628.00	0%	$ 6,628.00
2. Merge Data into Seamless Drawing											$ 1,325.60	100%	$ 1,325.60				$ 1,325.60	0%	$ 1,325.60
3 *Combine Base Map and Appraisal Mapping into* Schematic Base Plot											$ 3,048.88	100%	$ 3,048.88				$ 3,048.88	0%	$ 3,048.88
Reimbursables		$ 8,093.00	50.0%	4046.5	$ 2,387.27	30.0%	$ 716.18												
											$ 2,212.50	100%	$ 2,212.50	$ 1,584.41	100.0%	$ 1,584.41	$ 14,277.18	60.0%	$ 8,559.59
Sub Totals Function Code 110	88%	$ 65,521.22	64.3%	$ 42,142.69	$ 22,584.69	30%	$ 6,775.41	$ -	#DIV/0!	$ -	$53,042.71	100%	$ 53,042.71	$16,355.41	100%	$ 16,355.41	$ 157,504.03	75%	$ 118,316.22

KLOTZ
ASSOCIATES,
INC
CONSULTING
ENGINEERS

PROGRESS REPORT

Fort Bend County FM 1464

Fort Bend County vendor ID: 1746001969206I
TxDOT Miscellaneous Contract No. 122XXFS034
Control-Section-Job No. CSJ 1415-01-032
Klotz Associates Project Number 26209

Invoice Number 7

Period 12/15/2002 01/15/2003

TASK DESCRIPTIONS	% of Task	Klotz Associates, Inc Task Value	Klotz Associates, Inc % Complete	Klotz Associates, Inc Amount Earned	PBS&J Task Value	PBS&J % Complete	PBS&J Amount Earned	Corrigan Task Value	Corrigan % Complete	Corrigan Amount Earned	SES Horizons Task Value	SES Horizons % Complete	SES Horizons Amount Earned	Wesser Task Value	Wesser % Complete	Wesser Amount Earned	Totals Task Value	Totals % Complete	Totals Amount Earned
Social, Economic and Environmental Studies, and Public Involvement (FC 130)																			
Task I																			
1 Environmental Constraints Mapping																			
a. Sub Consultant Coordination (PBS&J)	14.5%	$ 3,250.31	100%	$ 3,250.31													$ 3,250.31	100%	$ 3,250.31
b. Sub Consultant Coordination (Corrigan)	9.2%	$ 2,058.63	100%	$ 2,058.63													$ 2,058.63	100%	$ 2,058.63
c QA/QC Sub consultant submittals	9.2%	$ 2,061.61	100%	$ 2,061.61													$ 2,061.61	100%	$ 2,061.61
Task II																			
2 Environmental Assessment																			
a. Meetings in field	10.0%	$ 2,250.79	60%	$ 1,350.47													$ 2,250.79	60%	$ 1,350.47
b. Meetings with the Corp of Engineers	10.0%	$ 2,250.79	0%	$ -													$ 2,250.79	0%	$
c Traffic Analysis	15.9%	$ 3,569.08	0%	$ -													$ 3,569.08	0%	$
d. Attend progress meetings	17.3%	$ 3,887.85	50%	$ 1,943.93													$ 3,887.85	50%	$ 1,943.93
e QA/QC Submittals	13.9%	$ 3,113.25	0%	$ -													$ 3,113.25	0%	$
Environmental Assessment (PBS&J)																			
1 Agency Coordination					$ 951.23	50%	$ 475.62										$ 951.23	50%	$ 475.62
2 Environmental Assessment					$ 92,331.43	28%	$ 25,852.80										$ 92,331.43	28%	$ 25,852.80
Task I (Corrigan)																			
1 Documentary Research								$ 1,266.89	100%	$ 1,266.89							$ 1,266.89	100%	$ 1,266.89
2. Windmark Survey- Wetlands								$ 1,469.51	100%	$ 1,469.51							$ 1,469.51	100%	$ 1,469.51
3 Environmental Constraints Report and Map Prep.								$ 2,878.49	100%	$ 2,878.49							$ 2,878.49	100%	$ 2,878.49
Task II																			
1 Field Reconnaissance (Preferred Alignment)																			
2. Hazardous Materials Section of EA Preparation								$ 7,347.54	100%	$ 7,347.54							$ 7,347.54	100%	$ 7,347.54
3 Wetland Survey Letter Report and Delineation Verification								$ 3,695.13	50%	$ 1,847.57							$ 3,695.13	50%	$ 1,847.57
								$ 6,493.02	10%	$ 649.30							$ 6,493.02	10%	$ 649.30
Sub Totals Function Code 120	100%	$ 22,442.31	47.5%	$ 10,664.95	$ 93,282.66	28%	$ 26,328.42	$ 1,551.50	50.0%	$ 775.75							$ 1,551.50	50%	$ 775.75
								$24,702.08	69%	$ 16,235.05	$ -		$ -	$		$	$ 140,427.05	38%	$ 53,228.41
Right-Of-Way Data (FC 130)																			
Task I																			
1 Delineating ROW Control Survey Wetlands Delineation and base mapping																			
a. Sub Consultant Coordination (Wesser)	39.9%	$ 3,578.02	60%	$ 2,146.81													$ 3,578.02	60%	$ 2,146.81
b. QA/QC Sub consultant submittals	60.1%	$ 5,384.90	60%	$ 3,230.94													$ 5,384.90	60%	$ 3,230.94
Sub Totals Function Code 130	100%	$ 8,962.92	60.0%	$ 5,377.75	$ -	#DIV/0!	$ -	$	#DIV/0!	$	$ -	#DIV/0!	$	$	#DIV/0!	$	$ 8,962.92	0.6	$ 5,377.75
Surveying (FC 150)																			
Wetlands Delineation Surveys																			
1 Execute Ground Survey to Wetlands Area														$ 3,147.00	100%	$ 3,147.00	$ 3,147.00	0%	$ 3,147.00
Perform Diagrammatic Control Surveys																			
1 Execute Ties to Specific Topography of Interest														$ 5,889.00	100%	$ 5,889.00	$ 5,889.00	0%	$ 5,889.00
Sub Totals Function Code 150	0%	$		$	$		$	$ -		$	$		$	$ 9,036.00	100.0%	$ 9,036.00	$ 9,036.00	100.0%	$ 9,036.00

KLOTZ
ASSOCIATES,
INC
CONSULTING
ENGINEERS

PROGRESS REPORT

Fort Bend County FM 1464

Fort Bend County vendor ID: 1746001969206I
TxDOT Miscellaneous Contract No. 122XXFS034
Control-Section-Job No. CSJ 1415-01-032
Klotz Associates Project Number 26209

Invoice Number 7

Period 12/15/2002 01/15/2003

TASK DESCRIPTIONS	% of Task	Klotz Associates, Inc Task Value	Klotz Associates, Inc % Complete	Klotz Associates, Inc Amount Earned	PBS&J Task Value	PBS&J % Complete	PBS&J Amount Earned	Corrigan Task Value	Corrigan % Complete	Corrigan Amount Earned	SES Horizons Task Value	SES Horizons % Complete	SES Horizons Amount Earned	Weisser Task Value	Weisser % Complete	Weisser Amount Earned	Totals Task Value	Totals % Complete	Totals Amount Earned
Drainage (FC 161)																			
Task I																			
1 Project Management and Coordination																			
a. Meetings with TxDOT (coordination)	9%	$ 3,852.86	50%	$ 1,926.43													$ 3,852.86	50%	$ 1,926.43
b. Meetings with Local Agencies	5%	$ 2,303.66	50%	$ 1,151.83													$ 2,303.66	50%	$ 1,151.83
c Data Collection	6%	$ 2,636.58	60%	$ 1,581.95													$ 2,636.58	60%	$ 1,581.95
d. Project Management (Administration)	5%	$ 2,234.40	60%	$ 1,340.64													$ 2,234.40	60%	$ 1,340.64
2. Culvert Analyses for Alternative Alignments- three																			
a. Drainage Area Map	5%	$ 2,084.72	30%	$ 625.42													$ 2,084.72	30%	$ 625.42
b. Discharge and Normal Depth Calculations	11%	$ 4,632.66	30%	$ 1,389.80													$ 4,632.66	30%	$ 1,389.80
3 Culvert Analyses No Alternative Alignments- four																			
a. Drainage Area Map	4%	$ 1,786.45	30%	$ 535.94													$ 1,786.45	30%	$ 535.94
4. Mainstream Crossing- three crossings																			
a Update Stream Crossing Models	10%	$ 4,260.26	30%	$ 1,278.08													$ 4,260.26	30%	$ 1,278.08
b Analyze Crossing Structure	4%	$ 1,578.98	30%	$ 473.69													$ 1,578.98	30%	$ 473.69
c WSEL and Roadway Profile Plot for Main Crossing	12%	$ 4,974.55	30%	$ 1,492.37													$ 4,974.55	30%	$ 1,492.37
d. Flood Plain Displacement and Floodway Mitigation	8%	$ 3,649.52	30%	$ 1,094.86													$ 3,649.52	30%	$ 1,094.86
5 Sheet Flow Analysis	7%	$ 3,157.95	30%	$ 947.39													$ 3,157.95	30%	$ 947.39
6 Findings																			
a. Report Preparation	14%	$ 5,891.37	30%	$ 1,767.41													$ 5,891.37	30%	$ 1,767.41
Preliminary Engineering																			
1 Project Coordination					$ 1,391.78	45%	$ 626.30										$ 1,391.78	45%	$ 626.30
2. Kick-off Meeting					$ 1,100.14	60%	$ 660.08										$ 1,100.14	60%	$ 660.08
Sub Totals Function Code 161	100%	$ 43,043.96	36.3%	$ 15,605.79	$ 2,491.92	52%	$ 1,286.39	$	#DIV/0!	$	$	#DIV/0!	$	$	#DIV/0!	$	$ 45,535.88	37.1%	$ 16,892.17
TOTAL PROJECT		$ 139,970.41	53%	$ 73,791.18	$ 118,359.00	29%	$ 34,390.21	$ 24,702.00	66%	$ 16,235.05	$ 53,042.71	100%	$ 53,042.71	$ 25,391.41	100%	$ 25,391.41	$ 361,466	56.119%	$ 202,850.55
LESS PREVIOUS BILLINGS				$ 57,810.94			$ 17,235.68			$ 7,499.18			$ 53,042.71			$ 25,391.41			$ 160,979.92
X AMOUNT DUE THIS INVOICE				$ 15,980.23			$ 17,154.53			$ 8,735.87			$			$			$ 41,870.63

KLOTZ
ASSOCIATES,
INC
CONSULTING
ENGINEERS

1160 Dairy Ashford
Suite 500
Houston, Texas 77079
281-589-7257
281-589-7309 Fax
email@klotz com

Monthly Progress Report

Project: FM 1464, CSJ 1415-01-032

Date: January 28, 2003

Work performed during January 2003

- Attend progress meeting
- Presented Cemetery Cost proposal to the County
- Performed preliminary construction cost estimates
- Discussed with property owners the route selection
- Met with Stratford Park Homeowners Association

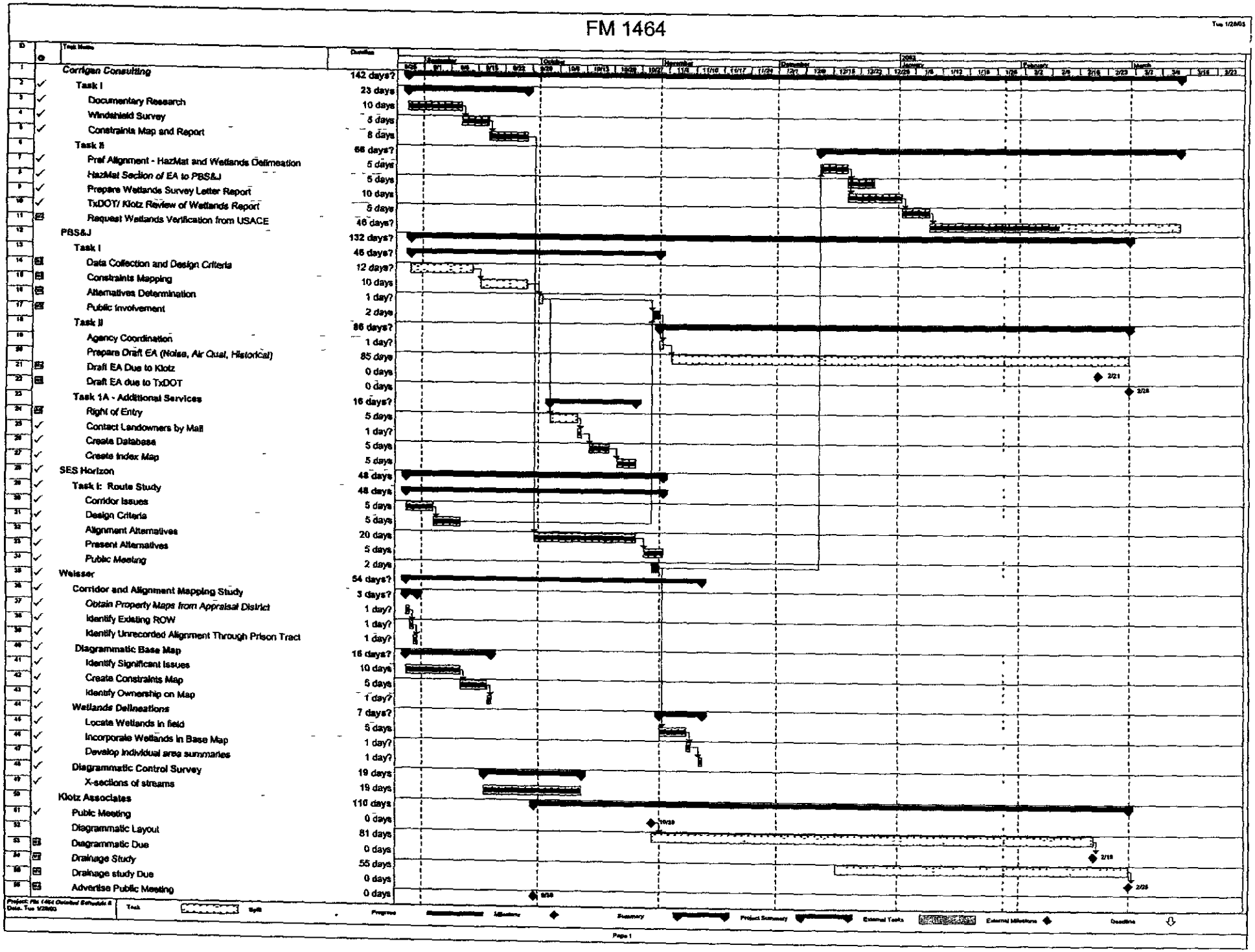
Work scheduled for February 2003

- Finalize Diagrammatic
- Continue with drainage analysis and report
- Work on EA along preferred route
- Attend progress meeting

Outstanding or Problem Issues and Action Items

Alignment through old prison tract needs to be finalized Preparation of EA document will be on hold until alignment is established.

FM 1464


Tue 1/28/03
Corrigan Consulting 142 days?
Task I 23 days
Documentary Research 10 days
Windshield Survey 5 days
Constraints Map and Report 8 days
Task II 66 days?
Pref Alignment - HazMat and Wetlands Delineation 5 days
HazMat Section of EA to PBS&J 5 days
Prepare Wetlands Survey Letter Report 10 days
TxDOT/ Klotz Review of Wetlands Report 5 days
Request Wetlands Verification from USACE 46 days?
PBS&J 132 days?
Task I 45 days?
Data Collection and Design Criteria 12 days?
Constraints Mapping 10 days
Alternatives Determination 1 day?
Public Involvement 2 days
Task II 86 days?
Agency Coordination 1 day?
Prepare Draft EA (Noise, Air Qual, Historical) 85 days
Draft EA Due to Klotz 0 days
Draft EA due to TxDOT 0 days
Task 1A - Additional Services 16 days?
Right of Entry 5 days
Contact Landowners by Mail 1 day?
Create Database 5 days
Create Index Map 5 days
SES Horizon 48 days
Task I: Route Study 48 days
Corridor Issues 5 days
Design Criteria 5 days
Alignment Alternatives 20 days
Present Alternatives 5 days
Public Meeting 2 days
Weisser 54 days?
Corridor and Alignment Mapping Study 3 days?
Obtain Property Maps from Appraisal District 1 day?
Identify Existing ROW 1 day?
Identify Unrecorded Alignment Through Prison Tract 1 day?
Diagrammatic Base Map 16 days?
Identify Significant Issues 10 days
Create Constraints Map 5 days
Identify Ownership on Map 1 day?
Wetlands Delineations 7 days?
Locate Wetlands in field 5 days
Incorporate Wetlands in Base Map 1 day?
Develop individual area summaries 1 day?
Diagrammatic Control Survey 19 days
X-sections of streams 19 days
Klotz Associates 110 days
Public Meeting 0 days
Diagrammatic Layout 81 days
Diagrammatic Due 0 days
Drainage Study 55 days
Drainage study Due 0 days
Advertise Public Meeting 0 days
2/21
2/28
10/30
2/18
2/26
9/30
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 1

KLOTZ
ASSOCIATES,
INC.
CONSULTING
ENGINEERS

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

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

Date: February 28, 2003
Job No.: 26209 08
Period: 01/16/03 - 02/15/03
Invoice No.: 8

INVOICE-8

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

	Contract	Percent Complete	Billed To Date	Previously Billed	Current Billing
FC 110	$ 157,504 03	78 31%	$ 123,338.84	$ 118,316 22	$ 5,022 62
FC 120	$ 140,427 05	46 53%	$ 65,343 57	$ 53,228 41	$ 12,115.16
FC 130	$ 8,962 92	70 00%	$ 6,274 04	$ 5,377.75	$ 896 29
FC 150	$ 9,036 00	100 00%	$ 9,036 00	$ 9,036 00	$ -
FC 161	$ 45,535 88	55 23%	$ 25,149 20	$ 16,892 17	$ 8,257 03
	$ 361,465 88	63 39%	$ 229,141 65	$ 202,850 55	$ 26,291 10

Total Due This Invoice $ 26,291.10

Barry Vanderwalt, P E.
Project Manager

APPROVED
3/17/03

ATTACHMENT H-2

Texas Department of Transportation Subprovider Monitoring System

Progress Assessment Report

Contract #. 122XXF5034 Original Contract Amount. $361,466

Date of Execution June 25, 2002 Approved Supplemental Agreement $

Prime Consultant Klotz Associates, Inc Total Contract Amount $361,466

HUB	DBE	Subprovider	Type of Work	Total Subprovider Amt $	% Total Contract Amount	Amount Paid This Period $	Amount Paid To Date $	Subcontract Balance Remaining $
		PBS&J	Environmental	118,359.63	33	2,895 47	37,285 67	81,073 96
	X	Corrigan	Environmental	24,702 08	7	6,368 38	22,603 43	2,098 65
	X	SES Horizon	Engineering	53,042 71	15	0 00	53,042 71	0 00
		Weisser	Surveying	25,391.41	7	0 00	25,391 41	0 00
		TOTALS		221,495 83		9,263.85	138,323.22	83,172 61

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

1 Copy with Invoice - Contract Manager, and

1 Copy – Juan Vega, Goal Setting Data Report Section (512) 463-6177 125 E. 11th , Austin, TX

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

Signature - Company Official or DBE/HUB Liaison Officer

Feb 28, 2003
Date

BILLING STATEMENT

Texas Department of Transportation Form 132A Rev 9 97

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

Name of Payee Fort Bend County Date February 28 20 03

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

Delivery Date Vendor ID No. 17460019692061

FY	S	SOURCE UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
03		095	Total Invoice		$26,291.10	
			20 % Fort Bend County		5,258 22	
			80 % Federal		21,032.88	21,032 88
			Professional Services for FM 1464			
			from SH 99 to FM 1093 from			
			Jan 16, '03 to Feb 15, '03 - Inv No. 8			
			CJS 1415-02-032			
			Total			$21,032.88

IAC or MISC 122XXF5034 TXDOT PURCHASE DATE

CONTRACT No REQ NO ORDER NO

HIGHWAY

DIST OR DIV	70 THRU 79	DETAIL	AMOUNT	+	FUNC	OBJ OF EXP	TASK OR WORK ORDER	COUNTY	SYS	NUMBER	S U F	CLASS
21 22	23 24	25—THRU—41	42—THRU—53	54	55 56 57	58 59 60	61 62 63 64 65 66	67 68 69	70 71	72 73 74 75	76	77 78
12	76	1415-02-032	4018 10		110	423						
12	76	1415-02-032	9692 13		120	423						
12	76	1415-02-032	717 03		130	423						
12	76	1415-02-032	0 00		150	423						
12	76	1415-02-032	6605 62		161	423						
12		TOTAL	21032 88									
12												
12												

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

By Date

KLOTZ ASSOCIATES, INC
CONSULTING ENGINEERS

PROGRESS REPORT

Fort Bend County FM 1464

Fort Bend County vendor ID- 1746001969206J
TxDOT Miscellaneous Contract No. 122XXF5034
Control-Section-Job No. CSJ 1415-01-012
Klotz Associates Project Number 26209

Invoice Number 8

Period 01/15/2003 02/15/2003

TASK DESCRIPTIONS	% of Task	Klotz Associates, Inc Task Value	% Complete	Amount Earned	PBS&J Task Value	% Complete	Amount Earned	Corrigan Task Value	% Complete	Amount Earned	SES Horizons Task Value	% Complete	Amount Earned	Wesser Task Value	% Complete	Amount Earned	Totals Task Value	% Complete	Amount Earned
Route and Design Studies (FC 110)																			
Task I																			
1 Route Studies																			
a. Sub Consultant Coordination (SES Horizons)	5%	$ 3,578.02	100%	$ 3,578.02															
b QA/QC *sub consultant submittals (4 submittals)*	6%	$ 3,694.21	100%	$ 3,694.21													$ 3,578.02	100%	$ 3,578.02
c Meet with TxDOT and County to discuss Layouts (two meetings)	3%	$ 1,923.07	100%	$ 1,923.07													$ 3,694.21	100%	$ 3,694.21
d. *Public Meeting*																	$ 1,923.07	100%	$ 1,923.07
1 Arrange facilities for pubic meeting	3%	$ 1,853.06	100%	$ 1,853.06															
2. Present Project	6%	$ 3,616.63	60%	$ 2,169.98													$ 1,853.06	100%	$ 1,853.06
3 Prepare meeting notes	2%	$ 1,535.78	60%	$ 921.47													$ 3,616.63	60%	$ 2,169.98
4 Attend small group meetings	4%	$ 2,348.36	60%	$ 1,409.02													$ 1,535.78	60%	$ 921.47
Task II																	$ 2,348.36	60%	$ 1,409.02
2 Diagrammatic Layout																			
a. Incorporate Public Comments	9%	$ 5,675.97	100%	$ 5,675.97															
b. Select Preferred Alternative																	$ 5,675.97	100%	$ 5,675.97
1 Meet with TxDOT and County	2%	$ 1,476.19	60%	$ 885.71															
c Develop Layout																	$ 1,476.19	60%	$ 885.71
1 Typical Section	4%	$ 2,530.53	60%	$ 1,518.32															
2. Vertical and Horizontal Alignments	11%	$ 7,257.69	60%	$ 4,354.61													$ 2,530.53	60%	$ 1,518.32
3 Prepare ROW Limits	8%	$ 5,024.72	60%	$ 3,014.83													$ 7,257.69	60%	$ 4,354.61
4 Construction Sequencing	7%	$ 4,607.63	60%	$ 2,764.58													$ 5,024.72	60%	$ 3,014.83
5 Earthwork Calculations	4%	$ 2,845.14	60%	$ 1,707.08													$ 4,607.63	60%	$ 2,764.58
6 Cost Estimate	5%	$ 3,128.16	60%	$ 1,876.90													$ 2,845.14	60%	$ 1,707.08
d. Meet with TxDOT and County to discuss Layouts	4%	$ 2,756.53	60%	$ 1,653.92													$ 3,128.16	60%	$ 1,876.90
3 Letter Report																	$ 2,756.53	60%	$ 1,653.92
a. Letter Report	5%	$ 3,576.53	60%	$ 2,145.92															
																	$ 3,576.53	60%	$ 2,145.92
Perform Corridor & Alignment Studies (Wesser)																			
1 a Attain Current Ft. Bend Co Appraisal Dist Maps *& Tiff 2 Appraisal Dist Map Images*														$ 830.00	100%	$ 830.00	$ 830.00	0%	$ 830.00
b Attain Current TxDOT Existing ROW Maps														$ 615.00	100%	$ 615.00	$ 615.00	0%	$ 615.00
c Attain Existing Unrecorded Alignment through "Private Tract"														$ 305.00	100%	$ 305.00	$ 305.00	0%	$ 305.00
d. Additional Information for Diagrammatic Base																			
e Develop Diagrammatic Constraints Mapping														$ 2,679.00	100%	$ 2,679.00	$ 2,679.00	0%	$ 2,679.00
														$ 10,342.00	100%	$ 10,342.00	$ 10,342.00	0%	$ 10,342.00
Preliminary Engineering (PBS&J)																			
1 Identify and Confirm Project Issues					$ 1,044.97	30%	$ 313.49										$ 1,044.97	30%	$ 313.49
2 Environmental Constraints Mapping					$ 8,324.22	40%	$ 3,329.69										$ 8,324.22	40%	$ 3,329.69
3 Identify Reasonable Alternatives					$ 997.24	40%	$ 398.90										$ 997.24	40%	$ 398.90
4 Public Involvement on Alternatives					$ 1,818.21	30%	$ 545.46										$ 1,818.21	30%	$ 545.46
5 Right of Entry					$ 8,012.78	40%	$ 3,205.11										$ 8,012.78	40%	$ 3,205.11
Preliminary Engineering (SES Horizons)																			
Route and Design Studies																			
1 Collect, Identify & confirm corridor issues																			
2 Develop Design Criteria											$ 3,070.10	100%	$ 3,070.10				$ 3,070.10	0%	$ 3,070.10
3 Alignment Alternatives											$ 3,014.42	100%	$ 3,014.42				$ 3,014.42	0%	$ 3,014.42
4 Meet with TxDOT and FBC to Discuss Altern. Align.											$ 24,921.36	100%	$ 24,921.36				$ 24,921.36	0%	$ 24,921.36
5 Public Meetings											$ 3,014.42	100%	$ 3,014.42				$ 3,014.42	0%	$ 3,014.42
6. Small Group Meetings											$ 4,292.28	100%	$ 4,292.28				$ 4,292.28	0%	$ 4,292.28
Perform Corridor & Alignment Study											$ 1,515.15	100%	$ 1,515.15				$ 1,515.15	0%	$ 1,515.15
1 Develop Constraints Mapping																			
2 Merge Data into Seamless Drawing											$ 6,628.00	100%	$ 6,628.00				$ 6,628.00	0%	$ 6,628.00
3 Combin. Base Map and Appraisal Mapping onto Schematic Base Plot											$ 1,325.60	100%	$ 1,325.60				$ 1,325.60	0%	$ 1,325.60
											$ 3,048.88	100%	$ 3,048.88				$ 3,048.88	0%	$ 3,048.88
Reimbursables		$ 8,093.00	50.0%	4046.5	$ 2,387.27	40.0%	$ 954.91												
											$ 2,212.50	100%	$ 2,212.50	$ 1,584.41	100.0%	$ 1,584.41	$ 14,277.18	61.6%	$ 8,798.32
Sub Totals Function Code 110	88%	$ 65,521.22	69.0%	$ 45,193.16	$ 22,584.69	39%	$ 8,747.56	$ -	#DIV/0!	$ -	$ 53,042.71	100%	$ 53,042.71	$ 16,355.41	100%	$ 16,355.41	$ 157,504.03	78%	$ 123,338.84

KLOTZ ASSOCIATES, INC
CONSULTING ENGINEERS

PROGRESS REPORT

Fort Bend County FM 1464

Fort Bend County vendor ID: 17460019692061
TxDOT Miscellaneous Contract No. 122XXF5034
Control Section-Job No. CSJ 1415-01-032
Klotz Associates Project Number: 26209

Invoice Number: 8

Period: 01/15/2003 - 02/15/2003

TASK DESCRIPTIONS	% of Task	Klotz Associates, Inc. Task Value	% Complete	Amount Earned	PBS&J Task Value	% Complete	Amount Earned	Corrigan Task Value	% Complete	Amount Earned	SES Horizons Task Value	% Complete	Amount Earned	Weisser Task Value	% Complete	Amount Earned	Totals Task Value	% Complete	Amount Earned
Social, Economic and Environmental Studies, and Public Involvement (FC 120)																			
Task I																			
1 Environmental Constraints Mapping																			
a. Sub Consultant Coordination (PBS&J)	14.9%	$ 3,250.31	100%	$ 3,250.31													$ 3,250.31	100%	$ 3,250.31
b. Sub Consultant Coordination (Corrigan)	9.2%	$ 2,058.63	100%	$ 2,058.63													$ 2,058.63	100%	$ 2,058.63
c QA/QC Sub consultant submittals	9.2%	$ 2,061.61	100%	$ 2,061.61													$ 2,061.61	100%	$ 2,061.61
Task II																			
2 Environmental Assessment																			
a. Meetings in field	10.0%	$ 2,250.79	60%	$ 1,350.47													$ 2,250.79	60%	$ 1,350.47
b. Meetings with the Corp of Engineers	10.0%	$ 2,250.79	50%	$ 1,125.40													$ 2,250.79	50%	$ 1,125.40
c Traffic Analysis	15.9%	$ 3,569.08	60%	$ 2,141.45													$ 3,569.08	60%	$ 2,141.45
d. Attend progress meetings	17.3%	$ 3,887.85	50%	$ 1,943.93													$ 3,887.85	50%	$ 1,943.93
e QA/QC Submittals	13.9%	$ 3,113.25	50%	$ 1,556.63													$ 3,113.25	50%	$ 1,556.63
Environmental Assessment (PBS&J)																			
1 Agency Coordination					$ 951.23	50%	$ 475.62										$ 951.23	50%	$ 475.62
2. Environmental Assessment					$ 92,331.43	29%	$ 26,776.11										$ 92,331.43	29%	$ 26,776.11
Task I (Corrigan)																			
1 Documentary Research								$ 1,266.89	100%	$ 1,266.89							$ 1,266.89	100%	$ 1,266.89
2 Windshield Survey- Wetlands								$ 1,469.51	100%	$ 1,469.51							$ 1,469.51	100%	$ 1,469.51
3 Environmental Constraints Report and Map Prep								$ 2,878.49	100%	$ 2,878.49							$ 2,878.49	100%	$ 2,878.49
Task II																			
1 Field Reconnaissance (Preferred Alignment)								$ 7,347.54	100%	$ 7,347.54							$ 7,347.54	100%	$ 7,347.54
2 Hazardous Materials Section of EA Preparation								$ 3,695.13	60%	$ 2,217.08							$ 3,695.13	60%	$ 2,217.08
3 Wetland Survey Letter Report and Delineation Verification								$ 6,493.02	100%	$ 6,493.02							$ 6,493.02	100%	$ 6,493.02
								$ 1,551.50	60%	$ 930.90							$ 1,551.50	60%	$ 930.90
Sub Totals Function Code 120	100%	$ 22,442.31	69.0%	$ 15,488.42	$ 93,282.66	29%	$ 27,251.73	$ 24,702.08	92%	$ 22,603.43	$ -		$ -	$ -		$ -	$ 140,427.05	47%	$ 65,343.57
Right-Of-Way Data (FC 130)																			
Task I																			
1 Delineating ROW Control Survey Wetlands Delineation and base mapping																			
a. Sub Consultant Coordination (Weisser)	39.9%	$ 3,578.02	70%	$ 2,504.61													$ 3,578.02	70%	$ 2,504.61
b. QA/QC Sub consultant submittals	60.1%	$ 5,384.90	70%	$ 3,769.43													$ 5,384.90	70%	$ 3,769.43
Sub Totals Function Code 130	100%	$ 8,962.92	70.0%	$ 6,274.04	$ -	#DIV/0!	$ -	$ -	#DIV/0!	$ -	$ -	#DIV/0!	$ -	$ -	#DIV/0!	$ -	$ 8,962.92	0.7	$ 6,274.04
Surveying (FC 150)																			
Wetlands Delineation Surveys																			
1 Execute Ground Survey to Wetlands Area														$ 3,147.00	100%	$ 3,147.00	$ 3,147.00	0%	$ 3,147.00
Perform Diagrammatic Control Surveys																			
1 Execute Ties to Specific Topography of Interest														$ 5,889.00	100%	$ 5,889.00	$ 5,889.00	0%	$ 5,889.00
Sub Totals Function Code 150	0%	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ 9,036.00	100.0%	$ 9,036.00	$ 9,036.00	100.0%	$ 9,036.00

KLOTZ ASSOCIATES, INC
CONSULTING ENGINEERS

PROGRESS REPORT

Fort Bend County FM 1464

Fort Bend County vendor ID: 17-60019692061
TxDOT Miscellaneous Contract No. 122XKFS034
Control-Section-Job No. CSJ 1415-01-032
Klotz Associates Project Number 26209

Invoice Number 8
Period 01/15/2003 02/15/2003

TASK DESCRIPTIONS	% of Task	Klotz Associates, Inc Task Value	% Complete	Amount Earned	PBS&J Task Value	% Complete	Amount Earned	Corrigan Task Value	% Complete	Amount Earned	SES Horizons Task Value	% Complete	Amount Earned	Wesser Task Value	% Complete	Amount Earned	Totals Task Value	% Complete	Amount Earned
Drainage (FC 161)																			
Task I																			
1 Project Management and Coordination																			
a. Meetings with TxDOT (coordination)	9%	$ 3,852.86	70%	$ 2,697.00													$ 3,852.86	70%	$ 2,697.00
b. Meetings with Local Agencies	5%	$ 2,303.66	60%	$ 1,382.20													$ 2,303.66	60%	$ 1,382.20
c Data Collection	6%	$ 2,636.58	70%	$ 1,845.61													$ 2,636.58	70%	$ 1,845.61
d. Project Management (Administration)	5%	$ 2,234.40	60%	$ 1,340.64													$ 2,234.40	60%	$ 1,340.64
2. Culvert Analysis for Alternative Alignment three																			
a. Drainage Area Map	5%	$ 2,084.72	50%	$ 1,042.36													$ 2,084.72	50%	$ 1,042.36
b Discharge and Normal Depth Calculations	11%	$ 4,632.66	50%	$ 2,316.33													$ 4,632.66	50%	$ 2,316.33
3 Culvert Analysis No Alternative Alignments four																			
a Drainage Area Map	4%	$ 1,786.45	50%	$ 893.23													$ 1,786.45	50%	$ 893.23
4 Mainstream Crossing- three crossings																			
a. Update Stream Crossing Models	10%	$ 4,260.26	50%	$ 2,130.13													$ 4,260.26	50%	$ 2,130.13
b Analyze Crossing Structure	4%	$ 1,578.98	50%	$ 789.49													$ 1,578.98	50%	$ 789.49
c WSEL and Roadway Profile Plot for Main Crossing	12%	$ 4,974.55	50%	$ 2,487.28													$ 4,974.55	50%	$ 2,487.28
d. Flood Plain Displacement and Floodway Mitigation	8%	$ 3,649.52	50%	$ 1,824.76													$ 3,649.52	50%	$ 1,824.76
5 Sheet Flow Analysis	7%	$ 3,157.95	50%	$ 1,578.98													$ 3,157.95	50%	$ 1,578.98
6 Findings																			
a. Report Preparation	14%	$ 5,891.37	60%	$ 3,534.82													$ 5,891.37	60%	$ 3,534.82
Preliminary Engineering																			
1 Project Coordination					$ 1,391.78	45%	$ 626.30										$ 1,391.78	45%	$ 626.30
2 Kick-off Meeting					$ 1,100.14	60%	$ 660.08										$ 1,100.14	60%	$ 660.08
Sub Totals - Function Code 161	100%	$ 43,043.96	55.4%	$ 23,862.81	$ 2,491.92	52%	$ 1,286.39	$ -	#DIV/0!	$ -	$ -	#DIV/0!	$ -	$ -	#DIV/0!	$ -	$ 45,535.88	55.7%	$ 25,149.20
TOTAL PROJECT		$ 139,970.41	65%	$ 90,818.44	$ 118,359.00	32%	$ 37,285.67	$ 24,702.00	92%	$ 22,603.43	$ 53,042.71	100%	$ 53,042.71	$ 25,391.41	100%	$ 25,391.41	$ 361,466	63.392%	$ 229,141.66
LESS PREVIOUS BILLINGS				$ 73,791.18			$ 34,390.21			$ 16,235.05			$ 53,042.71			$ 25,391.41			$ 202,850.55
AMOUNT DUE THIS INVOICE				$ 17,027.26			$ 2,895.47			$ 6,368.38			$ -			$ -			$ 26,291.10

KLOTZ
ASSOCIATES,
INC
CONSULTING
ENGINEERS

1160 Dairy Ashford
Suite 500
Houston, Texas 77079
281-589-7257
281-589-7309 Fax
email@klotz com

Monthly Progress Report

Project: FM 1464, CSJ 1415-01-032

Date: February 25, 2003

Work performed during February 2003

- Presented Profile to TxDOT based on 100yr ws elevation
- Established drainage Areas
- Updated the drainage model
- Compile Drainage report

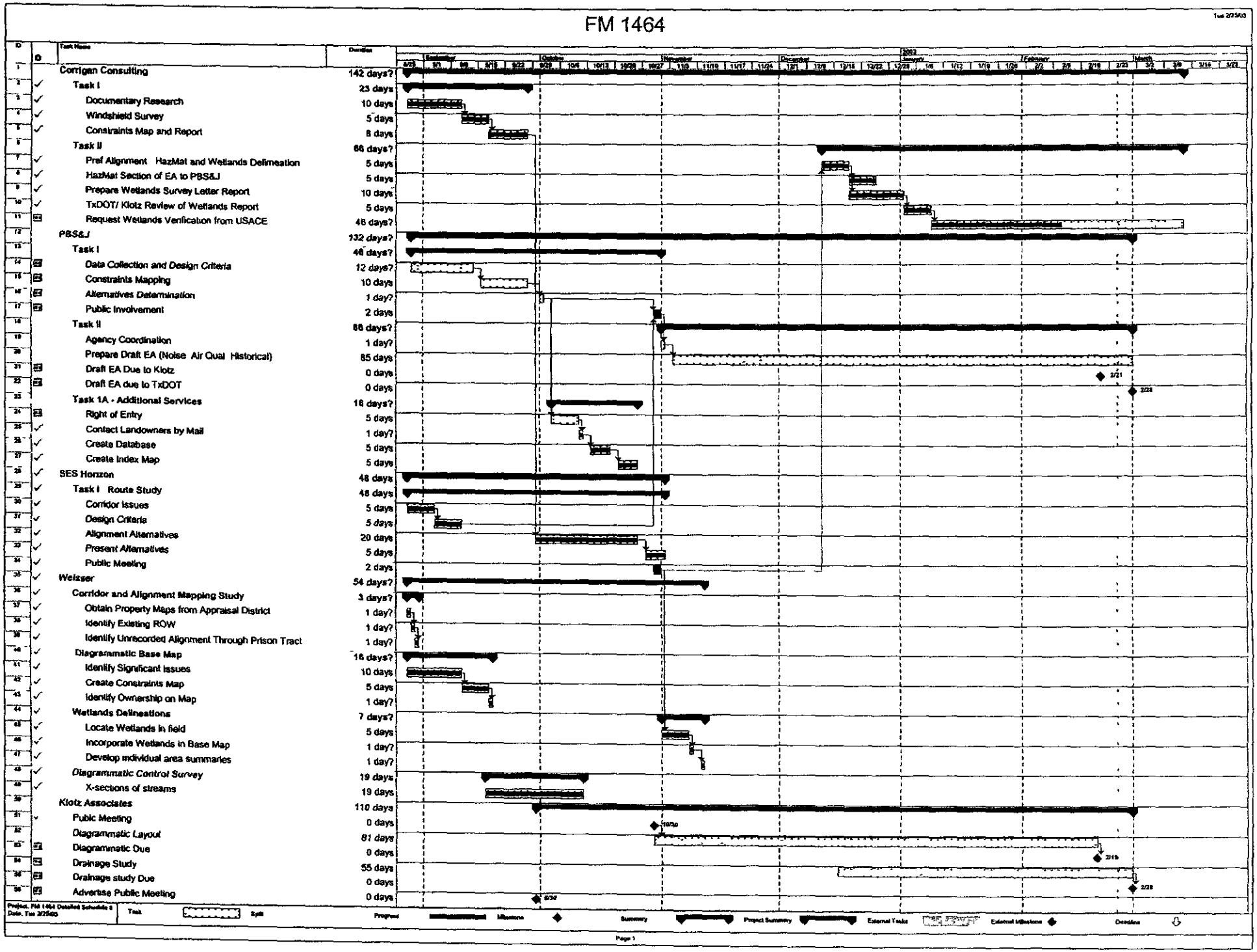
Work scheduled for March 2003

- Resolve Alignment issue through prison tract
- Prepare detailed Cost Estimate
- Continue working on drainage report in areas outside the prison tract

Outstanding or Problem Issues and Action Items

Alignment through old prison tract needs to be finalized. Preparation of EA document will be on hold until alignment is established

FM 1464


Tue 2/25/03
ID
Task Name
Duration
Corrigan Consulting 142 days?
Task I 23 days
Documentary Research 10 days
Windshield Survey 5 days
Constraints Map and Report 8 days
Task II 66 days?
Pref Alignment HazMat and Wetlands Delineation 5 days
HazMat Section of EA to PBS&J 5 days
Prepare Wetlands Survey Letter Report 10 days
TxDOT/ Klotz Review of Wetlands Report 5 days
Request Wetlands Verification from USACE 46 days?
PBS&J 132 days?
Task I 46 days?
Data Collection and Design Criteria 12 days?
Constraints Mapping 10 days
Alternatives Determination 1 day?
Public Involvement 2 days
Task II 66 days?
Agency Coordination 1 day?
Prepare Draft EA (Noise Air Qual Historical) 65 days
Draft EA Due to Klotz 0 days
Draft EA due to TxDOT 0 days
Task 1A - Additional Services 16 days?
Right of Entry 5 days
Contact Landowners by Mail 1 day?
Create Database 5 days
Create Index Map 5 days
SES Horizon 48 days
Task I Route Study 48 days
Corridor Issues 5 days
Design Criteria 5 days
Alignment Alternatives 20 days
Present Alternatives 5 days
Public Meeting 2 days
Weisser 54 days?
Corridor and Alignment Mapping Study 3 days?
Obtain Property Maps from Appraisal District 1 day?
Identify Existing ROW 1 day?
Identify Unrecorded Alignment Through Prison Tract 1 day?
Diagrammatic Base Map 16 days?
Identify Significant Issues 10 days
Create Constraints Map 5 days
Identify Ownership on Map 1 day?
Wetlands Delineations 7 days?
Locate Wetlands in field 5 days
Incorporate Wetlands in Base Map 1 day?
Develop individual area summaries 1 day?
Diagrammatic Control Survey 19 days
X-sections of streams 19 days
Klotz Associates 110 days
Pubic Meeting 0 days
Diagrammatic Layout 61 days
Diagrammatic Due 0 days
Drainage Study 55 days
Drainage study Due 0 days
Advertise Public Meeting 0 days
8/30
10/30
2/19
2/28
2/21
2/28
August
September
October
November
December
2003
January
February
March
Project: FM 1464 Detailed Schedule 0
Date: Tue 2/25/03
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 1

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

DATE SUBMITTED: 3/19/03

COURT AGENDA DATE: 3/25/03

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

AGENDA # 18 I

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO. 1613326 IN THE AMOUNT OF $13,020.93 TO CARTER & BURGESS ARCHITECTS ENGINEERS,INC. FOR THE ACTUAL LABOR RATES REGARDING THE FORT BEND COUNTY MOBILITY BOND PROJECTS,PCTS. 1,2,3,&4.

FORT BEND COUNTY RECEIVED MAR 19 2003 COUNTY JUDGE

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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

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

CC with back up:

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

INVOICE TRANSMITTAL

230-043-4301-4010
Distribution Code

CARTER & BURGESS ARAC.ENG.INC.
Vendor Name

751246210
Vendor Number

03/19/03
Date

Purchase Order Number

Invoice Numbers

REIMBURSEMENT FOR ACTUAL LABOR RATES REGARDING FBC MOBILITY PROJECTS PCTS. 1,2,3, &4.	$13020.93
Total	$13020.93

County Auditor's Use Only

IAN Received._____

Check Type _____

Comm. Court Date._____

Audited by:_____

Posted by:_____

Checked by._____

Received·

Paid·

Authorized Department Approval

Treasurer's Register Stamp and Number

Carter Burgess

Invoice Date 03/03/03

Fort Bend County
P O Box 1449
Rosenberg, TX 77471-1449

Invoice No 1613326

Project No(s) 030539 010

Attn: Jesse Hegemier, P E.

TERMS: 15 DAYS
Subject to 1.5% Interest
After 15 Days

INVOICE

REFERENCE On Call Services - Fort Bend County Engineering Department

Project: Fort Bend County Mobility Projects

Services Rendered through February 28, 2003

Employee Name	Title	Hours	Rate	Total
John Holzwarth	Project Manager	11 00	$150.00	$1,650 00
David Balmos	Project Engineer	57 00	$113 00	$6,441 00
Dixie Harden	Clerical	2 00	$59 00	$118 00
Michael Chan	Engineer in Training	53 00	$85 00	$4,505 00
Veronica Hodge	Engineer in Training	3 00	$85 00	$255 00
Expense - Courier				$38 61
Expense - Mileage				$13 32

INVOICE AMOUNT $13,020.93

APPROVED

CARTER & BURGESS, INC APPROVAL:

Amount Previous Billed	$165,925 00
Current Invoice Amount	$13,020 93
Total Invoiced to Date	$178,945 93

David C. Balmos
FOR John C. Holzwarth, P E

Detail Project Charges
Services Rendered through February 28, 2003

Project Number	030539 010	Client Name	Fort Bend County
Project Name	Fort Bend County General Eng		Attn Jesse Hegemier, P E
Project Manager	John C Holzwarth, P E		P O Box 1449
Owning Organization	1 90 03		Rosenberg, TX 77471-1449
Contract Type	Time + Materials	Phone Number	281-342-3039 ext 132

TASK	1 0120		TASK NAME				
PERF ORG	EMPL/ VEND ID	EMPLOYEE NAME/ VENDOR NAME	WEEK ENDING		BILLING RATE	TOTAL BILLABLE	COMMENTS
1 90 03	35210	BALMOS, DAVID C	02/07/03	8 00	$113 00	$904 00	
1 90 03	35210	BALMOS, DAVID C	02/14/03	15 00	$113 00	$1 695 00	
1 90 03	35210	BALMOS DAVID C	02/21/03	18 00	$113 00	$2,034 00	
1 90 03	35210	BALMOS, DAVID C	02/28/03	16 00	$113 00	$1,808 00	
1 90 03	35210	HOLZWARTH, JOHN	02/14/03	5 00	$150 00	$750 00	
1 90 03	35210	HOLZWARTH, JOHN	02/21/03	6 00	$150 00	$900 00	
1 90 03	75570	DIXIE HARDEN	02/07/03	2 00	$59 00	$118 00	
1 90 03	56910	VERONICA HODGE	02/28/03	3 00	$85 00	$255 00	
1 30 03	35850	MICHEAL CHAN	02/14/03	12 00	$85 00	$1,020 00	
1 30 03	35850	MICHEAL CHAN	02/21/03	21 00	$85 00	$1,785 00	
1 30 03	35850	MICHEAL CHAN	02/28/03	20 00	$85 00	$1,700 00	

TASK	1 0390		TASK NAME	EXPENSES			
PERF ORG	EMPL/ VEND ID	EMPLOYEE NAME/ VENDOR NAME	WEEK ENDING	HOURS	BILLING RATE	TOTAL BILLABLE	COMMENTS
1 90 03	1035210	TRAVEL- MILEAGE	02/21/2003			$13 32	
1 90 03	14728	Postage Courier	01/30/2003			$14 96	
1 90 03	14728	Postage Courier	02/24/2003			$12 19	
1 90 03	14728	Postage Courier	02/24/2003			$11 46	
		Subtotal for Task 1 0390				$51 93	
		Total for Project Number 030539 010				$13,020 93	

Carter:Burgess

Carter-Burgess

55 Waugh Drive
Suite 800
Houston, Texas 77007 5833
Phone 713 869 7900
Fax 713 869 5502
www c-b com

March 3, 2003

Mr Jesse Hegemier, P E
County Engineer
Ft Bend County
1124 Blume Road
Rosenberg, TX 77471

Reference "As Required" Services for Ft Bend County

Dear Jesse

Please find attached our invoice for the Ft Bend County Mobility Bond Issue projects for the period from February 1, 2003 through February 28, 2003 It is for the amount of $13,020 93, which represents our actual labor cost plus expenses

The tasks performed during the invoice period includes the following

Consultant Coordination

- Coordinate with consultants for the West Bellfort project, Avenue E project, West Airport project, Scanlin Road project, and 5th Street
- Pursued easement acquisitions for Avenue E for the relocation of Centerpoint power poles Met with and negotiated with Frost Family
- Reviewed invoices for all bond projects Coordinated with TxDOT to approve invoices and progress reports for all PE/EA projects Prepared invoice to TxDOT from the County to be reimbursed for 80% of Federal funds for PE/EA projects
- Prepared TIP project readiness applications for FM 359, FM 1464, Mason Road, FM 521, and Harlem Road
- Obtained ROW donations and right-of-entry documents for the Scanlin Road project Coordinated with appraisers to complete ROW acquisitions
- Attended project meetings at TxDOT for FM 1464, FM 359, and Mason Road

If you have any questions or require any additional information, please call David Balmos or me at 713-869-7900

Sincerely,
CARTER & BURGESS, INC

David C. Balmos

FOR John C Holzwarth, P E
Transportation Unit Manager

Enclosures

AGENDA ITEM

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

DATE SUBMITTED: 3/19/03

COURT AGENDA DATE: 3/25/03

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

AGENDA # 18 J

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO.4 IN THE AMOUNT OF $21,435.00 TO NATHELYNE A. KENNEDY & ASSOICATES FOR IMPROVEMENTS TO CHIMNEY ROCK FBCDD CHANNEL CROSSING, MOBILITY BOND PROJECT #13,PCT.2.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

MAR 19 2003

COUNTY JUDGE

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

Yes ( ) No ( ) N/A ( )

One Time ( )

Funding Source:
Fund Agency Object

Recurring ( )
N/A ( )

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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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:

Nathelyne A **Kennedy** *& Associates*

Civil & Structural Consulting Engineers

6100 Hillcroft, Suite 710
Houston, Texas 77081
713/988-0145
713/988-4624 Fax

March 11, 2003

Mr D Jesse Hegemier, P E
Fort Bend County Engineering
1124-52 Blume Rd
Rosenberg, TX 77471

Reference **Improvements to Chimney Rock**
FBCDD Channel Crossing
P.O. # PC 04300001843
NAK Project No. 1293

Invoice Number 4

For ENGINEERING SERVICES rendered on the Reference Project
In the period from **December 1, 2002 through February 28, 2003.**

Preliminary Phase:

Total Fee	$ 12,200 00		
Percent Complete	100 0%		
Total Fee Billed		$	12,200 00
Less Previous Invoices/Payments		$	12,200 00
Current Invoice Amount	**Subtotal**	$	-

Design Phase:

Total Fee	$ 72,500 00		
Percent Complete	90 0%		
Total Fee Billed		$	65,250 00
Less Previous Invoices/Payments		$	54,375 00
Current Invoice Amount	**Subtotal**	$	10,875.00

Special Services:

Geotechnical Study — **HVJ & Associates, Inc.**

Invoice #7390		$	8,160 00
Invoice #7433		$	960 00
Invoice #77621		$	480 00
		$	9,600 00
	Multiplier 1 10		960 00
	Subtotal	$	10,560 00

Amount Due This Invoice $ 21,435.00

Submitted by
Nathelyne A. Kennedy & Associates
I certify this invoice to be true and correct.

BY: Nathelyne A. Kennedy
Nathelyne A. Kennedy, P.E.
President

APPROVED

Nathelyne A **Kennedy** *& Associates*

Civil & Structural Consulting Engineers

6100 Hillcroft, Suite 710
Houston, Texas 77081
713/988-0145
713/988-4624 Fax

March 5, 2003

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

Reference: Chimney Rock Improvement Project
Project No 13
P.O. Number PC-04300001843
NAK Project No. 1293-2

Dear Mr. Hegemier

Here is our monthly report for the design phase of the above project along with our invoice It covers our accomplishment through February 2003

As noted in the report, the project is currently at its 90% completion

If you have any questions, please give us a call.

Sincerely,

Bob Haseman

Bob Haseman
(A. Setarehaseman, P E.)
Chief Engineer

Progress Report
(February 5 – February 28, 2003)

Chimney Rock Improvement Project
Project No. 13
NAK Project No 1293

I. General Description

After receiving the review comments form the City of Houston on 70% submittal on February 5, 2003, NAK proceeded towards 90% completion

II Specific Comments

Project activity during the Design Phase has concentrated on Project Management, coordination, and fine-tuning of the detailed design

A. Project Management

NAK reviewed the minor comments received form the City of Houston on 70% submittal

B. Coordination

1 NAK coordinated with JNS project engineer and discussed the overall review comments on the project

2 NAK coordinated with JNS on the date of next submittal (90%)

C. Engineering

Engineering on the bridge design for the dual crossings are at 90% completion. These detail design sheets are as follows:

1 A total of ten (10) detail design sheets

2 A total of eleven (11) standard sheets.

III. Potential Problems

Nothing significant to report at this time.

IV. Work Anticipated During the Next Work Period

- Incorporation of COH/Ft Bend review comments into the design documents when received
- Continued work towards 100% completion.

18K

Fort Bend County Engineering
Fort Bend County Composting Project
DRAFT 2 DRAFT 2 DRAFT 2 DRAFT 2 DRAFT 2 DRAFT 2

REQUEST FOR QUALIFICATIONS

Fort Bend Engineering requests the following information in order to pre-qualify Contractors for the Fort Bend County Composting Project.

The Fort Bend County Composting Project includes the equipping and operation of a large scale composting facility, the solicitation of feedstock in partnership with Fort Bend County, the marketing of product in partnership with Fort Bend County, the coordination of agreements with the Core Group of Interested Entities, and some participation in community improvement projects to be agreed upon

Basis for Prequalification Pre-qualification will be based on demonstrated successful experience with similar type projects or business enterprises At a minimum, in order to pre-qualify to bid this project, contractors must demonstrate experience in the planning, development, operation, and management of a large-scale or commercial composting facility Fort Bend County reserves the right to pre-qualify or not pre-qualify any or all prospective bidders

Qualification of Contractors To demonstrate qualifications to perform the work, each Contractor must submit a completed Contractor's Qualification Statement, providing detailed written evidence, such as financial data, previous experience, present commitments and other such data as may be pertinent Evidence of authority to conduct business in the State of Texas as an out-of-state corporation must be provided

Fire Management Program Provide a copy of your Fire Prevention and Management Program. At a minimum, the plan should outline procedures for monitoring of the material in the facility, prevention activities, first response procedures, and plan of action when fire fighters are called

Safety Program Provide a copy of your comprehensive Safety Program At a minimum, the Contractor's Safety Program must satisfy all the requirements of Occupational Safety and Health Administration (OSHA) Rules and Regulations, plus all state and local government safety requirements The program must be adequate to protect all employees of the Contractor, Subcontractors, Fort Bend County and any other contractor working in the area, it must be in effect not only while work is taking place, but also during nights, weekends or other times when no work is actively taking place

As evidence of Contractor's qualifications to perform the Work, submit the following items

1 Contractor's Standard Safety Program

2 Submit copies of Contractor's Quality Control, Drug Testing, Experience Modification Rates (EMR), OSHA 200 Injury Report, Total Recordable Incident Rate (TRIR), Safety Questionnaire (attached)

3 Contractor's Qualification Statement, to include bond limitation and financial statement.

4 Experience of the following persons or sub-contractors:

Project Manager
Project Superintendent
Safety Officer
Major Sub-Contractors

If BIDDER is

An Individual

By _____
(Individual's Signature)

_____
(Printed or Typed Name of Individual)

Doing business as _____

License or Registration Number _____

Business Address. _____

_____

_____

Phone No _____

A Partnership

By _____
(Firm Name)

_____
(Partner's Signature)

_____
(Printed or Typed Name of Partner)

License or Registration Number _____

Business Address _____

_____

_____

Phone No _____

A Corporation

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

_____
(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____
(Secretary)

License or Registration Number _____

Business Address: _____

_____

_____

Phone No _____

A Joint Venture

By _____
(Signature)

_____
(Printed or Typed Name)

_____
(Address)

By _____
(Signature)

(Printed or Typed Name)

(Address)

(Each joint venture must sign The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above)

CONTRACTOR'S QUALIFICATION STATEMENT
(5 PAGES)

Submitted to Fort Bend County Engineering _____

By _____
INDIVIDUAL/PARTNERSHIP/CORPORATION/JOINT VENTURE

Principal Office Address _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

NOTE. PLEASE ANSWER THE FOLLOWING QUESTIONS USING AS MANY ADDITIONAL PIECES OF PAPER AS YOU NEED TO ADEQUATELY ANSWER THE QUESTIONS.

1 How many years has your organization been in business as a large scale composting facility under your present business name? _____

2 Has your company ever operated under another name? If "yes", please list _____

_____

3 How many years experience has your organization had in composting operations _____

4 Has your company ever operated a composting facility by contract? _____

If "yes", proceed to question 5 If "no" proceed to question 6

5 List all parties you have worked with for a composting facility operation on contract in the last five years Please include necessary contact information – Name of Facility, Address of Facility, Name of Contact Person, Phone Number of Contact person

_____

_____

_____

DRAFT 2 DRAFT 2 DRAFT 2 DRAFT 2 DRAFT 2 DRAFT 2 DRAFT 2

6 Identify any communities in which the company was issued a Notice of Default on any contract awarded in the last five years _____

_____

7 Identify any communities in which the company has been terminated in the last five years _____

_____

8 Identify any Judgements, Claims, Arbitration Proceedings, or Suits pending or outstanding against the company or it officers Include dollar amount of claims or judgements _____

_____

9 Within the last five years, has the company been party to any lawsuits or arbitration proceedings with regard to any contracts? _____

_____

_____

10 Within the last five years, has any officer or principal of the company ever been convicted of any state or federal crime (excluding traffic violations), including, but not limited to embezzlement, theft, forgery, bribery, falsification, or destruction of records, receipt of stolen property, criminal anti-trust violation or bid-rigging? ___

_____

11. Has the company ever been temporarily or permanently debarred from a contract award by any federal, state, or local agency? _____

12 Within the last five years, has the company been investigated or assessed penalties for any statutory or administrative violations? _____

13 Please attach a copy of your most recent financial statement

14 Please provide your maximum bond limitation

15 In the past five years, has the company been refused surety, bond or liability

insurance? _____

16 Safety Record Please provide your safety record during the latest five (5) year period. Include lost time injuries

a Has there ever been a death on any of your jobs (immediate or as a result of injury)? _____Yes _____No

b Have you or any of your employees ever had any serious injuries received on any of your jobs? _____Yes _____No

c Have you ever had any serious accidents happen to your personnel or other personnel that were caused by people under your supervision? _____Yes _____No

If the answer to any of the above questions is yes, explain in detail

_____

_____

_____

17. Have you had any fires at any of your facilities in the last five years that required the attention of a governmental of professional fire fighting crew? If yes, please relate approximate volume of material involved, duration of fire fighting crew involvement, and duration of fire

_____

_____

_____

_____

18 Please attach a sample or copy of your current fire prevention and management strategy

19 Are you currently involved in any litigation? If yes, please explain

_____

_____

_____
(Name of Organization)

_____
(Name & Title of Person Signing)

STATE OF _____

COUNTY OF _____

_____ being duly sworn deposes and says that he

is _____ of the above _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct

SWORN TO BEFORE ME THIS

_____ day of _____, 2_____

_____
(Notary Public)

My Commission Expires _____

18L

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 25 day of March, 2003, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Midsouth Contractors
Job Location Commercial Center Blvd.
Dated 3-12-03 Cashier Ck Bond No. 8026088820, Permit No. 82608
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume ____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner PATTERSON, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

2. Written notices are required:
   a) 48 hours in advance of construction start up, and
   b) When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471-1449
   281/342-3039

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

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

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

Clerk of Commissioners Court

By _____
Deputy

Revised 12/22/99

I:\WPDATA\LETTERS\PERMIT\CCPLA.REV

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED IN A SPECIAL INVISIBLE INK

OFFICIAL CHECK

HOLD THE DOCUMENT AT A SMALL ANGLE TO SEE THIS SECURITY FEATURE

Regions Bank

802608820

Issued by Integrated Payment Systems Inc Englewood Colorado
To Citibank (New York State) Buffalo N Y 10-86/220

802608820

DATE 02/14/2003

$5,000.00

PAY **Five Thousand and 00/100********** DOLLARS

PAY TO THE ORDER OF **FORT BEND COUNTY**
PERFORMANCE BOND DRIVEWAY PERMIT

AER0430

REGIONS BANK

NAME OF REMITTER **MID SOUTH CONTRACTORS**

DRAWER REGIONS BANK

BY _____
AUTHORIZED SIGNATURE

⑈022000868⑆68⑈110955 80260882O

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE.

Regions Bank

802608820

802608820

DATE 02/14/2003

$5,000.00

PAY **Five Thousand and 00/100********** DOLLARS

PAY TO THE ORDER OF **FORT BEND COUNTY**
PERFORMANCE BOND DRIVEWAY PERMIT

AER0430

REGIONS BANK

NAME OF REMITTER **MID SOUTH CONTRACTORS**

Purchaser's Copy

PURCHASER'S COPY

PURCHASER'S COPY

NON NEGOTIABLE

DEPOSIT TICKET

FOR CLEAR COPY, PRESS FIRMLY

DATE 3-27-03

	CENTS	DOLLARS	
CURRENCY			
COINS			
CHECKS LIST EACH SEPARATELY 1 Cashiers Check	00	5,000	
2			
3 # 8861 6078 2240			
4			
5 Lindsey Contractors			
6			
7 Permit			
8 # 8861			
9			
10			
11 Acct #			
12 3-25-03			
13			
14 # 181			
15			
16 Re:			
17 Commercial Center Blvd.			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
PLEASE ENTER TOTAL HERE ▼ TOTAL	00	5000	

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

TOTAL ITEMS 1

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

FORT BEND COUNTY CLERK
REGISTRY FUND
301 JACKSON
RICHMOND TX 77469-3108

Southern National Bank of Texas

14065 Southwest Freeway
Sugar Land, Texas 77478
281-269-7200

$ 5,000.00

⑈113015267⑈ 220 7036⑈ 009

Mar 28 2003 4 10PM SOU No 3425 P 2



Southern National Bank of Texas

Member F.D.I.C

THIS IS YOUR RECEIPT BANK SYMBOL, TRANSACTION NUMBER, DATE AND AMOUNT OF DEPOSIT ARE SHOWN BELOW

SOUTHERN NATIONAL BANK OF TX
1018 16103/28/03 10:01:44 PM
DDA Deposit
Acct# 2207036 $5,000.00

NOTE:

DEPOSITS MADE AFTER 2:00 P.M OR ON SATURDAY MAY BE PROCESSED THE FOLLOWING BUSINESS DAY

See us online at www.snbtx.com.

ALL ITEMS RECEIVED SUBJECT TO CONDITIONS AND TERMS STATED ON SIGNATURE CARDS CURRENTLY USED

Mar 28 2003 4 09PM SOU

No 3425 P 1

LOGIC What is LOGIC? Links Questions Register Downloads

Account Information

Local Government Investment Cooperative
Customer Account Transaction System
3/31/2003
ACH Deposit for Settlement Date: 4/1/2003

Please Print this Page for Your Records

You have made an ACH Deposit
for Trade Date: 3/31/2003
for $5,000.00
Account:01 - GENERAL FUND
effective 4/1/2003

Confirmation Number: 2033103090629

Transaction Menu

LOGIC
1201 Elm Suite 3500
Dallas TX 75270
1-800-TX-LOGIC
(895-6442)
E-Mail: info@logic.org

HOME
Rate Information | Enrollment Forms | Operating Policies | Account Information
What is LOGIC? | Links | Questions | Register | Downloads

Created by SWS Technologies
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FORT BEND COUNTY CLERK

301 Jackson St , Richmond, TX 77469-3108
(281) 341-8685 • Fax (281) 341-8697 • Fax (281) 341-4520
Fax (281) 341-8681 • Fax (281) 341-8669

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR DEPOSITS

DATE: MARCH 31, 2003

TO LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: ~~x(281)341-4520xx~~ 281-341-8697

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

MESSAGE: THIS IS TO REQUEST THE ACH DEPOSIT(S) AS FOLLOWS:

CAUSE#	ACCOUNT NAME	AMOUNT
PERMIT #82608	MIDSOUTH CONTRACTORS	$5,000.00

IF YOU DO NOT RECEIVE THE COMPLETE MESSAGE, PLEASE CALL

NAME: ALICIA YEOMANS PHONE NO.. 281-341-8653

CONFIRMATION NUMBER 2033103090629 DATE 04/01/03

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

DEPOSIT

PERMIT # 82608

STYLE: Midsouth Contractors

NAME PUT INTO LOGIC AS: Midsouth Contractors

DEPOSIT AMOUNT: $5,000 00

DATE RECEIVED: 3/25/2003

DATE TRANSFERRED TO LOGIC: 4/1/2003

COUNTY OF FORT BEND

Engineering Department

P O. Box 1449
Rosenberg, TX 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Rd
Phone (281)342-3039

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

PERMIT NO 082608

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

✓ (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 _____
  Amount _____
- ✓ Cashier's Check
  No 802608820
  Amount $5,000.

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court

_____ _____
Precinct Engineer Acknowledgement — Date

_____ _____
Precinct Commissioner Acknowledgement — Date

_____ (4) _____
Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements

_____ 3/12/03
Johnny Ortega CFM/ Permit Administrator — Date

BEND COUNTY ENGINEERING DEPARTMENT - PERMIT SECTION
P. O. BOX 1449 • 1124 Blume Road
Rosenberg, Texas 77471
Phone (281)342-3039 • Fax (281) 342-7366

PERMIT FOR THE CONSTRUCTION OF DRIVEWAYS
AND CULVERTS ON COUNTY EASEMENTS AND RIGHTS OF WAY WITHIN FORT BEND COUNTY

DRIVEWAY AND/OR CULVERT APPLICATION FORM

APPLICANT NO. 82608 (County Use Only)

1 Location of Driveway and/or Culvert 2855 Commercial Centre Blvd
(Street Address) (HL&P Address if available)

Subdivision Name Lakes at Cinco Ranch Sec _____ Blk 1 Lot _____

2 Applicant Name. Midsouth Contractors Phone (225) 922-4000

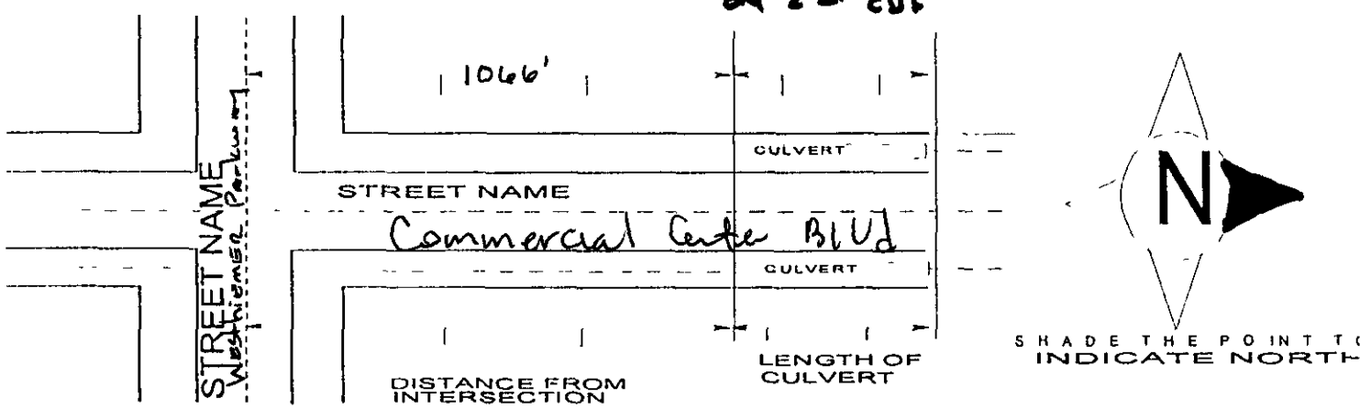
Mailing Address 2600 Citiplace Suite 525 City Baton Rouge Zip LA

3 Site Use ( )Single Family Dwelling (✓)Other than Single Family Dwelling ( )Agricultural

4. Proposed Construction (✓)Driveway-Curb & Gutter Section ( )Driveway with Culvert-Open ditch section ( )Culvert Only

5 INDICATE BELOW THE LOCATION OF THE DRIVEWAY AND/OR CULVERT FROM THE NEAREST STREET INTERSECTION

SEE Attached for dimensions on 2nd cut



6 If the permit applicant is a corporation, partnership or other legal entity other than a natural person, state the name of the one or more persons who will be responsible to Commissioners' Court to see that all provisions of the Driveway and/or Culvert Permit will be in compliance

Name (s) Mark Lindley

7 The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions to the permit and any other written material incorporated by reference in this application

SIGNATURE of Applicant, Agent or Attorney [signature] Date 03/05/03

For County Use Only

Driveway Requirements _____

Culvert Requirements Length _____ Diameter & Type _____ Size By _____ Date _____

Code	Bldg Type	Ct	Pct	Phone	Dev Permit	Notes	Planckr	App	Data Entry

Key Map Location _____ Inspection District _____ Permit Fee $ 150.00

BEND COUNTY ENGINEERING DEPARTMENT - PERMIT SECTION
P. O. BOX 1449 • 1124 Blume Road
Rosenberg, Texas 77471
Phone (281)342-3039 • Fax (281) 342-7366

PERMIT FOR THE CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHTS OF WAY WITHIN FORT BEND COUNTY

DRIVEWAY AND/OR CULVERT APPLICATION FORM

APPLICANT NO. _____
County Use Only

1 Location of Driveway and/or Culvert _____
(Street Address) (HL&P Address if available)

Subdivision Name _____ Sec _____ Blk _____ Lot _____

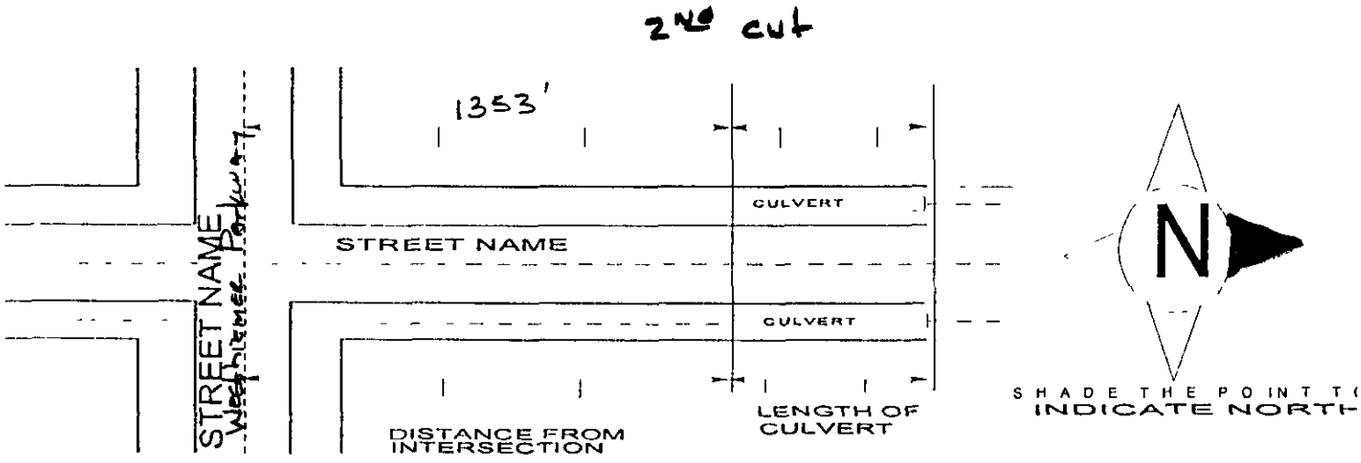
2 Applicant Name. _____ Phone _____

Mailing Address _____ City _____ Zip _____

3. Site Use. ( )Single Family Dwelling ( )Other than Single Family Dwelling ( )Agricultural

4. Proposed Construction ( )Driveway-Curb & Gutter Section ( )Driveway with Culvert-Open ditch section ( )Culvert Only

5 INDICATE BELOW THE LOCATION OF THE DRIVEWAY AND/OR CULVERT FROM THE NEAREST STREET INTERSECTION



6 If the permit applicant is a corporation, partnership or other legal entity other than a natural person, state the name of the one or more persons who will be responsible to Commissioners' Court to see that all provisions of the Driveway and/or Culvert Permit will be in compliance

Name (s) _____

7 The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions to the permit and any other written material incorporated by reference in this application

SIGNATURE of Applicant, Agent or Attorney _____ Date _____

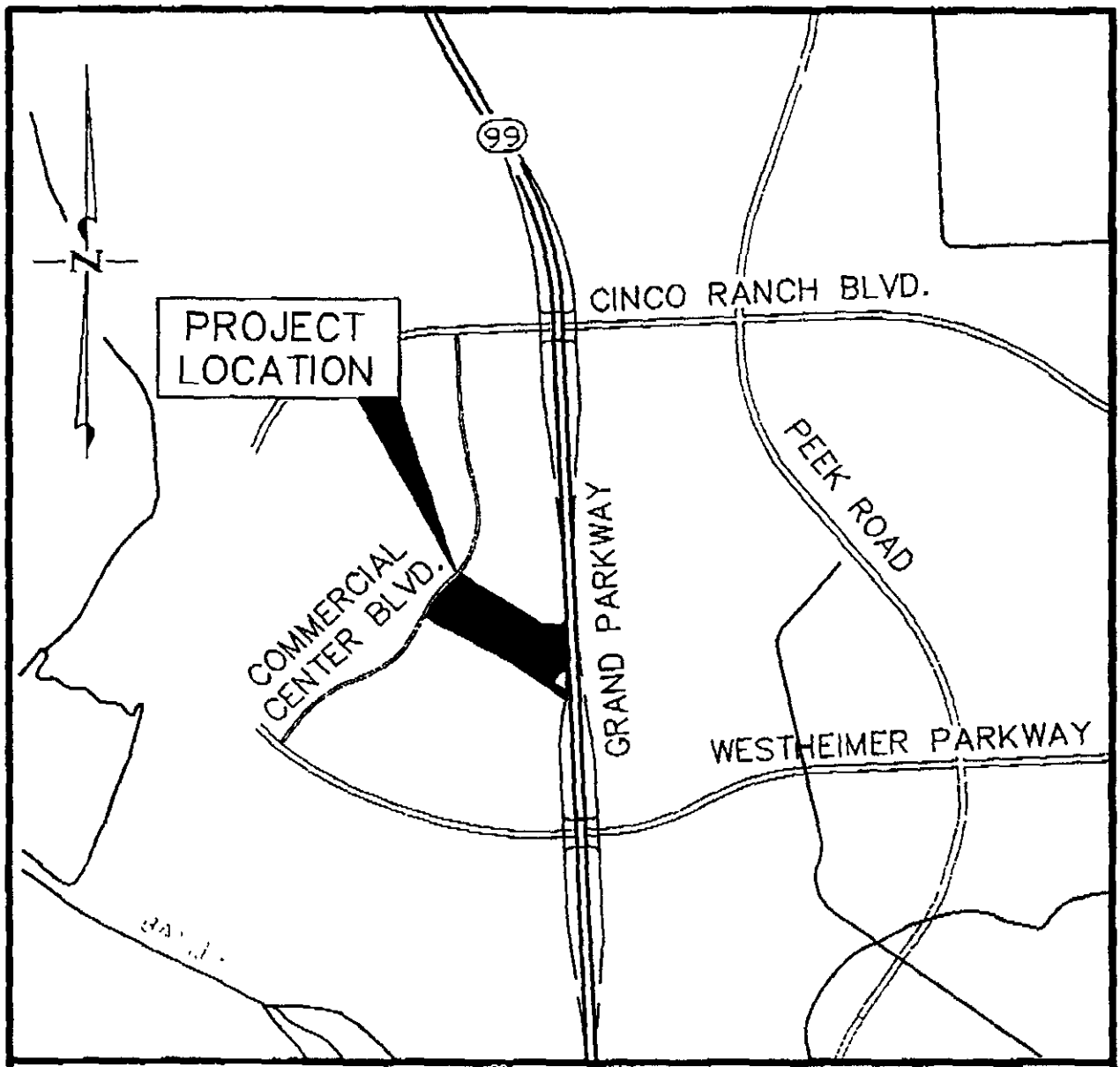
For County Use Only

Driveway Requirements _____

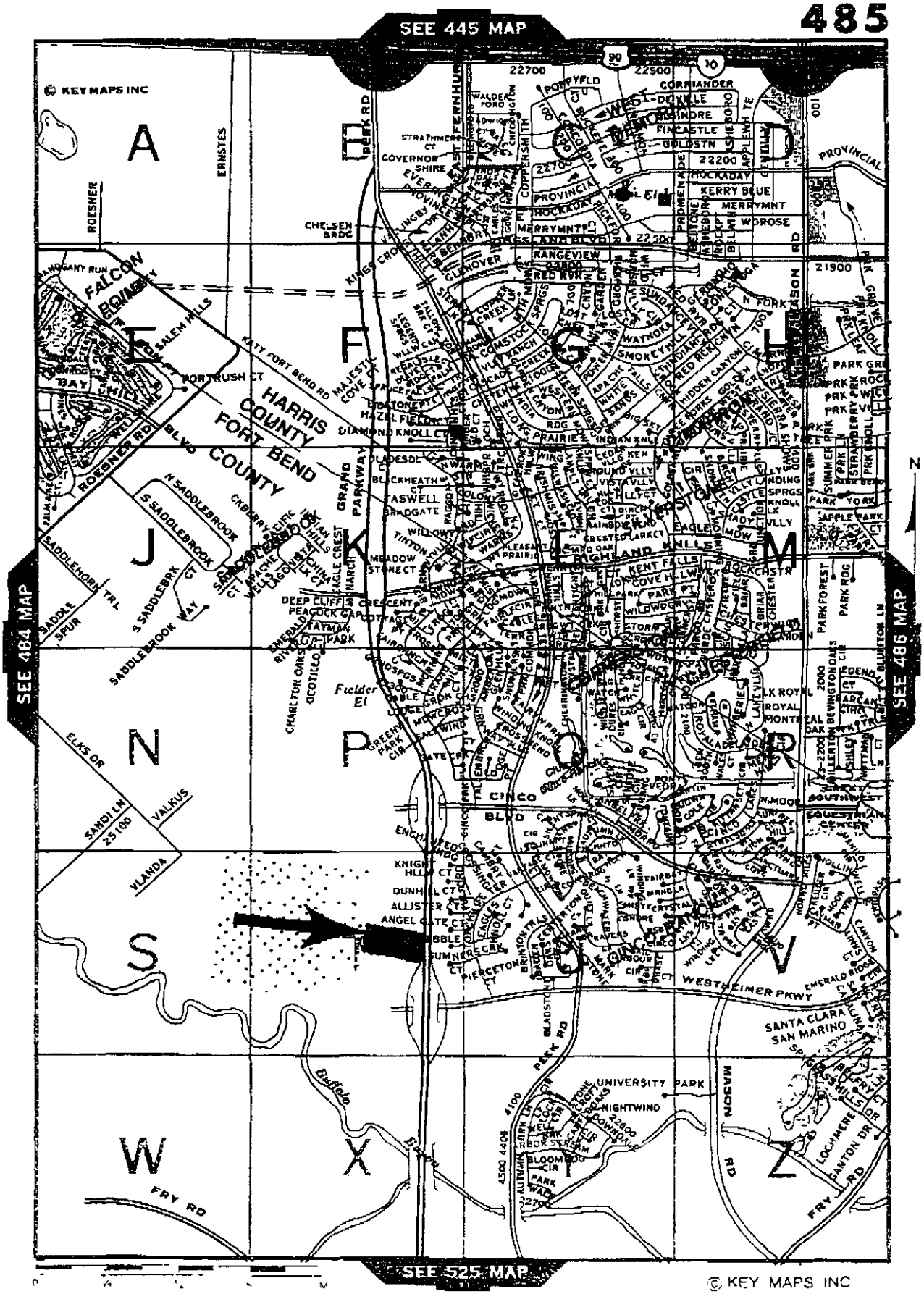
Culver
Requirements. Length _____ Diameter & Type _____ Size By _____ Date _____

Code	Bldg Type	Ct	Pct	Phone	Dev Permit	Notes	Planckr	App	Data Entry

Key Map Location _____ Inspection District _____ Permit Fee $ _____



VICINITY MAP
N.T.S.
KEY MAP 485 - T


485
SEE 445 MAP
SEE 484 MAP
SEE 486 MAP
SEE 525 MAP
© KEY MAPS INC
HARRIS COUNTY
FORT BEND COUNTY
A
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Q
R
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V
W
X
Z
FALCON RDG
SALEM HILLS
HAZEL FIELD CT
DIAMOND KNOLL CT
GRAND PARKWAY
N SADDLEBROOK
S SADDLEBROOK
SADDLEBROOK WAY
SADDLEHORN TRL
SPUR
DEEP CLIFF
PEACOCK COTTAGE
CRESCENT
TAYMAN PARK
ELKS DR
SANDI LN
25100
VALKUS
VLANDA
CINCO
BLVD
KNIGHT HILL CT
DUNHILL CT
ALLISTER CT
ANGEL GATE CT
PIERCETON CT
WESTHEIMER PKWY
SANTA CLARA
SAN MARINO
PARK RD
UNIVERSITY PARK
NIGHTWIND
BLOOMDOG CIR
MASON RD
LOCHMERE DR
CANTON DR
FRY RD
Buffalo Bayou
Fielder El
KINGS CROSS
MAY FORT BEND RD
ROESNER RD
ERNSTES
CHELSEN BRDG
GLENOVER
RANGEVIEW
RED RVR
WATHOKA
SMOKEYHILL
INDIAN KNLL
PRAIRIE
MEADOW STONE CT
WILLOWY
TINTON VILLA
KENT FALLS
COVE HOLLOW
ROYAL MONTREAL
LK ROYAL
PARK FOREST
PARK RDG
ENCHANTED
KNIGHT HILL
DUNHILL
ALLISTER
ANGEL GATE
PIERCETON
SUMNER CRK
BRIMWOOD
WESTHEIMER
EMERALD RIDGE
SANTA CLARA
SAN MARINO
NIGHTWIND
BLOOMDOG
LOCHMERE
CANTON
FRY RD
22700
22500
22200
21900
90
10
N

18M

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 25 day of March, 2003, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Time Warner Communication, Inc.
Job Location Watts Plantation Knight Road
Dated 3-12-03 Bond No. 19S100643984914271, Permit No. 82609
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume ____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner PATTERSON, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

2. Written notices are required:
   a) 48 hours in advance of construction start up, and
   b) When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471-1449
   281/342-3039

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

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

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

Clerk of Commissioners Court

By _____
Deputy

Revised 12/22/99

COUNTY OF FORT BEND

Engineering Department

P O Box 1449
Rosenberg, TX 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Rd
Phone (281)342-3039

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

PERMIT NO. 082609

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

✓ (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. 19S100643984914 27
  Amount $100,000.
- _____ Performance bond submitted
  No _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

_____ _____
Precinct Engineer Acknowledgement — Date

_____ _____
Precinct Commissioner Acknowledgement — Date

_____ (4) _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements

Johnny Ortega _____ 3/12/03
Johnny Ortega CFM/ Permit Administrator — Date

I:\WPDATA\PROCED\PERMIT\PERAPPRE PO1

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO _____
PERMIT No 82609 PCT No 2
BOND No 19S100643984 9/427

Formal notice is hereby given that TIME WARNER COMMUNICATION, INC 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
3 WATTS PLANTATION	1,303' south of KNIGHT RD	60 ft	X			

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
1 KNIGHT RD	from west of WATTS PLANTATION RD	the west of KNIGHT RD	1,922'
2 WATTS PLANTATION RD	From corner of KNIGHT RD	the south of WATTS PLATATION RD	1,303'

General Description

Place Fiber Optic Underground Bore and R O W KNIGHT RD AND WATTS PLANTATION
All work will be done off road, therefore no traffic plan is needed
Map # 50472,3,4 -----Key Map # 650-C -----Job# Per-1D12018

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 TIME WARNER COMMUNICATION, INC
AGENT and/or OWNER
_____
(Signature)

NAME & TITLE STAN CONN/DESIGN MANAGER
(Please Print)

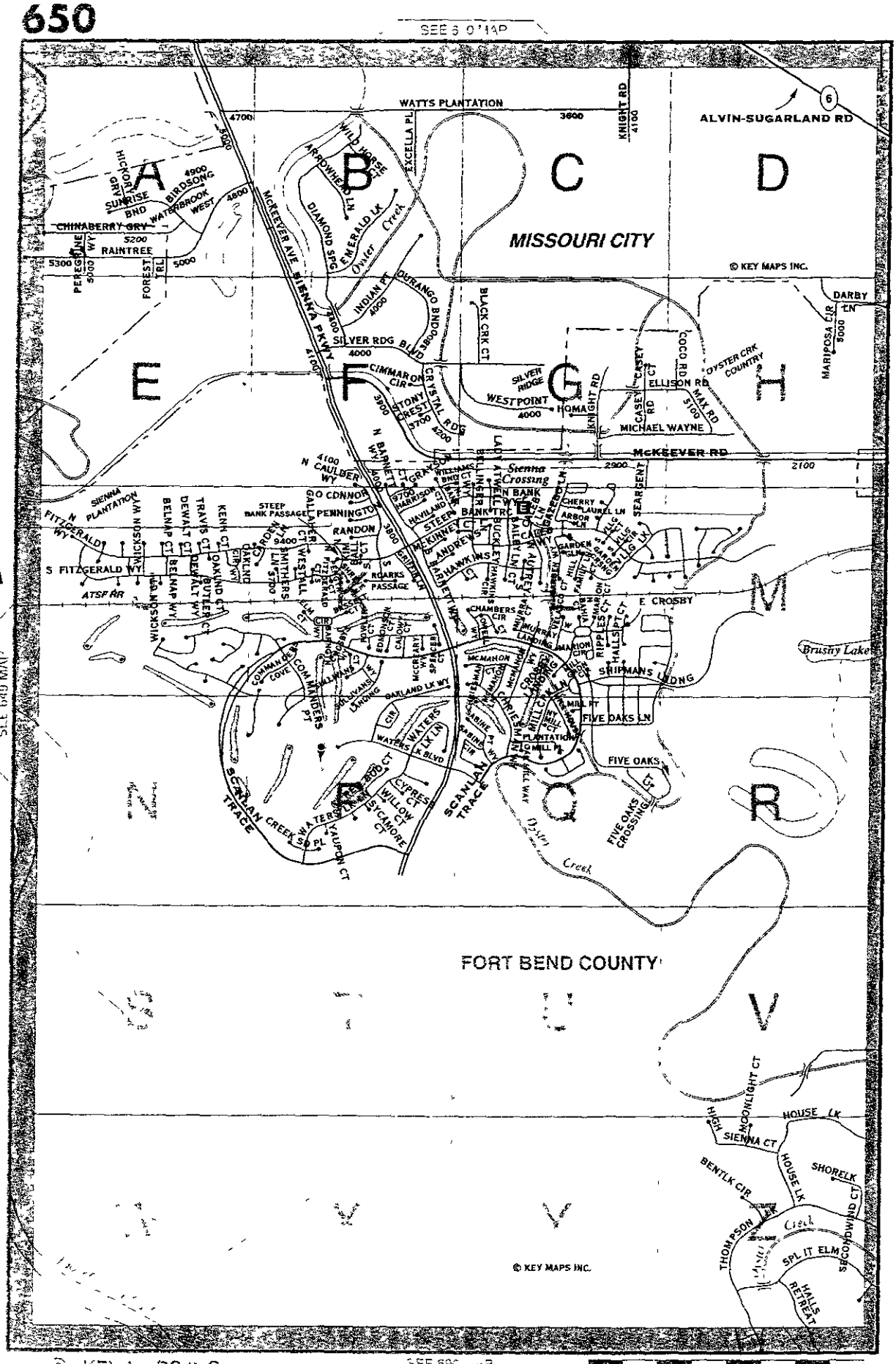
DATE 3/6/2003

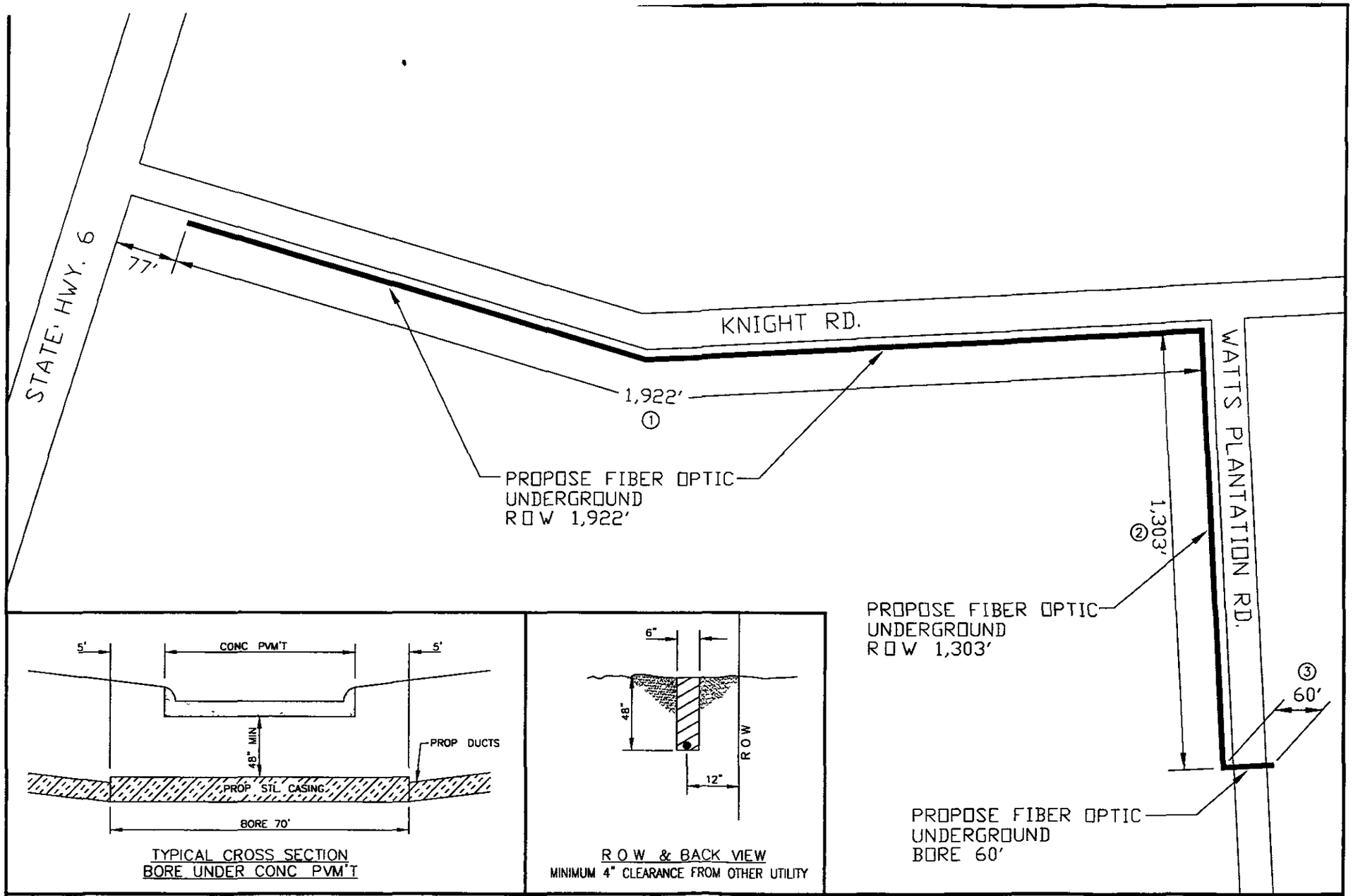
ADDRESS 8400 W Tidwell
(Street/P O Box)

Houston TX 77040
City State Zip

TELEPHONE NO 713-341-1060
(accessible 24 hrs/day, 7 days/week)

C \Win\WINDOWS\EPER\FORTBEND\PER-1D12018 rtf


SEE 649 MAP
WATTS PLANTATION
ALVIN-SUGARLAND RD
KNIGHT RD
MISSOURI CITY
© KEY MAPS INC.
DARBY LN
MARIPOSA CIR
A
B
C
D
E
F
G
H
M
R
V
HIGHBROOK DR
SUNRISE BND
BIRDSONG
WATERBROOK WEST
CHINABERRY GRV
RAINTREE
PEREGRINE WY
FOREST TRL
WILD HORSE CT
ARROWHEAD LN
EXCELLA PL
DIAMOND SPG
EMERALD LK
Oyster Creek
McKEEVER AVE
SIENNA PKWY
INDIAN PT
DURANGO BND
BLACK CRK CT
SILVER RDG BLVD
CIMMARON CIR
CRYSTAL RDG
STONY CREST
SILVER RIDGE
WESTPOINT
HOMA
KNIGHT RD
COCO RD
CASEY CT
CASEY RD
ELLISON RD
MAX RD
MICHAEL WAYNE
OYSTER CRK COUNTRY
McKEEVER RD
N CAULDER WY
N BARNETT WY
GRAY LOW
WILLIAMS
Sienna Crossing
INN BANK
CHERRY LAUREL LN
ARBOR LN
SEARGENT
SIENNA PLANTATION
N FITZGERALD WY
S FITZGERALD WY
ATSF RR
WICKSON CT
BELNAP CT
DEWALT WY
TRAVIS CT
KENN CT
OAKLAND CIR WY
O CONNOR
PENNINGTON
STEEP BANK PASSAGE
GALLATIN
WESTHILL
RANDON
GARDEN
SMITHERS LN
ROARKS PASSAGE
HAVILAND
HARRISON
McKINNEY
ANDREWS
HAWKINS
BUCKLEY
AUSTIN
ALLEY
GARDEN VILLAGE LN
E CROSBY
CHAMBERS CIR
MURRAY LANDING
MARION CIR
RIPPLES CT
HALLS PT CT
SHIPMANS LNDNG
Brushy Lake
COMMANDERS COVE
COMMANDERS PT
McMAHON
CROSSING
CHRIES
MILL CREEK LN
MILL PT
FIVE OAKS LN
PLANTATION
MILL
FIVE OAKS
FIVE OAKS CROSSING
SCANLAN TRACE
WATERS LK BLVD
CYPRESS
WILLOW CT
SYCAMORE
YAUPON CT
WATERS LK LN
SABINE
SABINE PT WY
OAKLAND LK WY
SCANLAN CREEK
Creek
FORT BEND COUNTY
HIGH MOONLIGHT CT
HOUSE LK
HIGH SIENNA CT
BENTLK CIR
SHORELK
THOMPSON LK
SPL IT ELM
SECOND WIND CT
HALLS RETREAT
© KEY MAPS INC.
SEE 650 MAP



TYPICAL CROSS SECTION
BORE UNDER CONC PVM'T

ROW & BACK VIEW
MINIMUM 4" CLEARANCE FROM OTHER UTILITY

TITLE: FIBER OPTIC INSTALLATION ROW			
ADDRESS: WATTS PLANTATION RD /KNIGHT RD		DRAWN BY: HD	DATE: 3/6/03
JOB #: PER-1D12018	SYSTEM#: MISSOURI CITY	DESIGNED BY: HD	DATE: 3/6/03
GRID #: 5047B2,3,4	KEY MAP #: 650-C	SCALE: NTS	APPROVED BY: MARK GONZALES

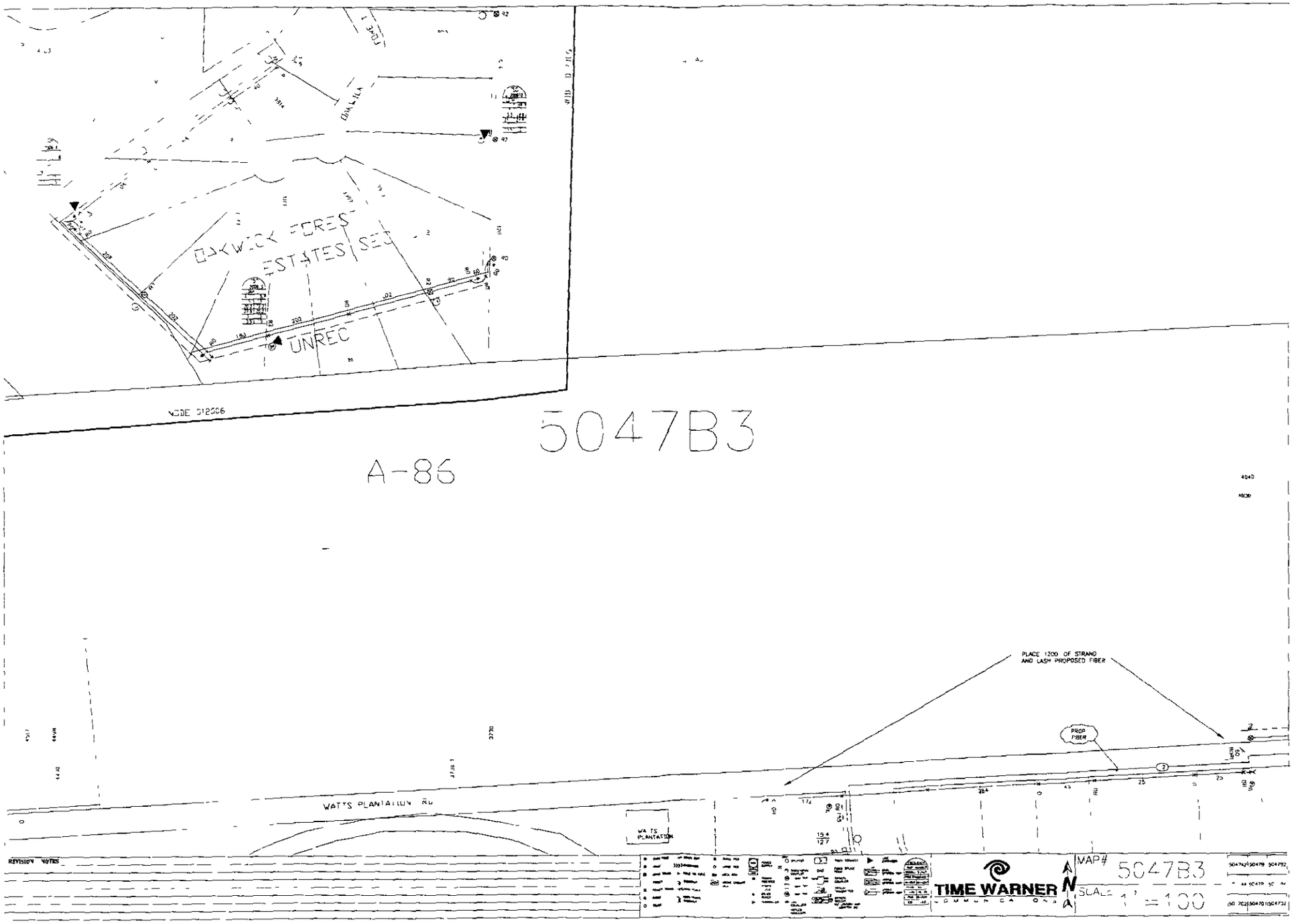
TIME WARNER COMMUNICATIONS
8400 W Tidwell Houston, TX 77040 (713) 462-1900

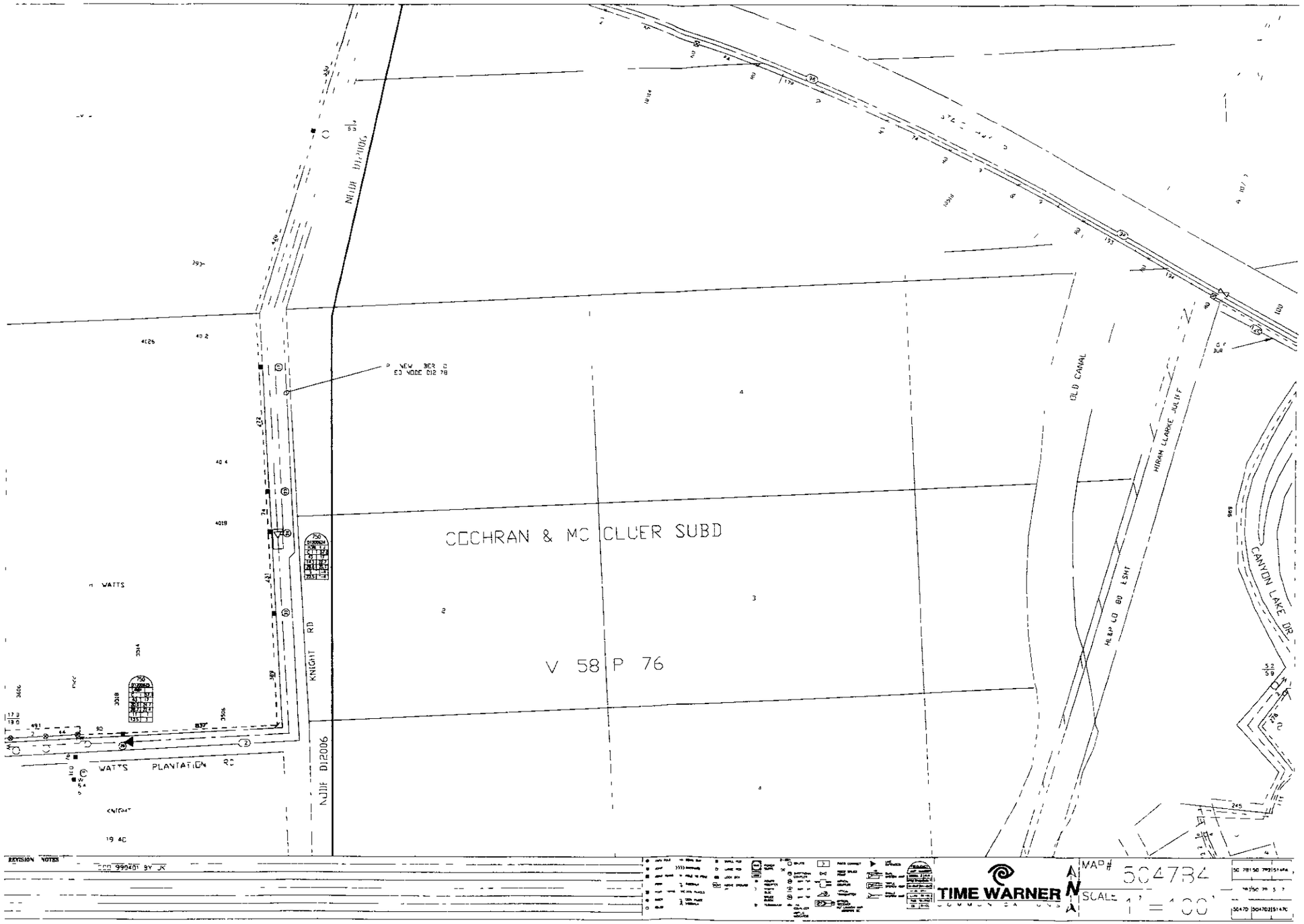
CALL BEFORE YOU DIG

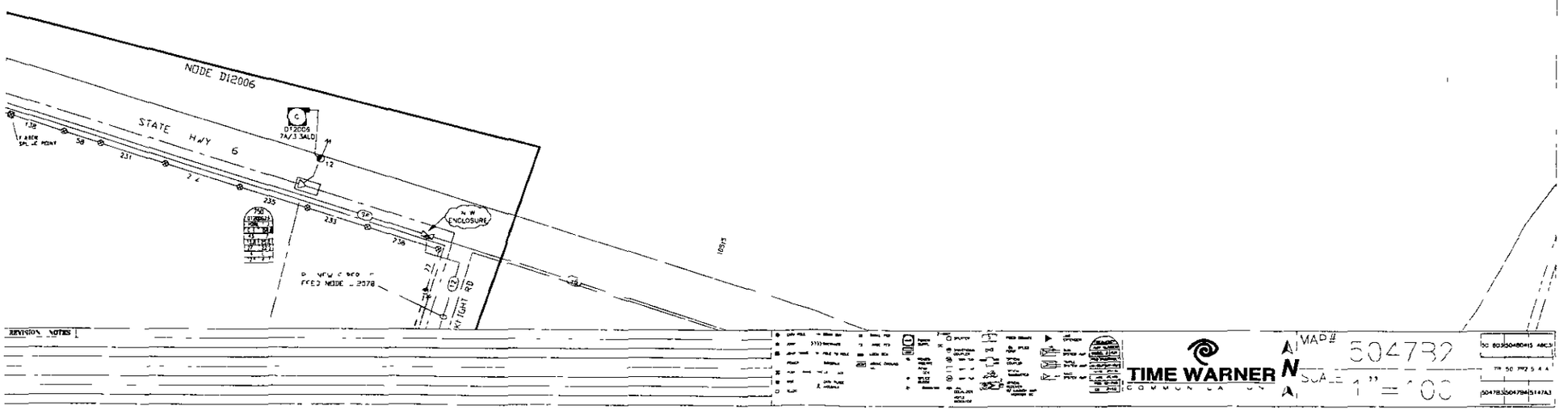
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST -- STOP CALL

Texas One Call System
1-800-245-4545

NOTES
1 - NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT THE END OF EACH DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
2 - ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT-OF-WAY AT END OF EACH DAY
3 - DITCHES TO BE OPENED AT END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
4 - ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO PUBLIC.
5 - IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
6 - CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.


OAKWICK FORES
ESTATES SEC
UNREC
NODE 012006
5047B3
A-86
PLACE 1200' OF STRAND
AND LASH PROPOSED FIBER
PROP
FIBER
WATTS PLANTATION RD
WATTS
PLANTATION
REVISION NOTES
TIME WARNER
MAP# 5047B3
SCALE 1" = 100'


COCHRAN & MC CLUER SUBD
V 58 P 76
KNIGHT RD
NJUE DJ2006
WATTS PLANTATION RD
OLD CANAL
HIRAM LLARKE JULHF
CANYON LAKE DR
WATTS
REVISION NOTES
TIME WARNER
MAP# 504734
SCALE 1" = 100'


BESSIE PARKER
V 191 P 345
41 AC
NODE D12006
STATE HWY 6
D12006
7A/3 SALD
N W
ENCLOSURE
RD
TIME WARNER
MAP #
504732
SCALE 1" = 100

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project

PERPETUAL BOND

190650540 $ 50,000.

Name: Bass Enterprises Production Co.

PERFORMANCE BOND

_____ $ _____

Name: _____

CASHIER'S CHECK

_____ $ _____

Name: _____

RIDER TO BOND

_____ $ _____

Name: _____

PERMIT NUMBER (name or location:

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Bass Enterprises Production Co.

Address: 201 Main St.

City/State/Zip: Fort Worth, TX. 76102

* Linda Hohrine

AGREED:

_____

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 3-25-03 **#** 18N

DATE OF RETURN: _____

BY: _____

DEPUTY COUNTY CLERK

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 1, 2003

NOTIFICATION OF RELEASE OF PERPETUAL BOND

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

BOND#	190650540	$50,000 00
PRINCIPAL	Bass Enterprises Production Co	
SURETY	Continental Casualty Company	
RELEASE TO	Linda Hohrine Bass Enterprises Production Co 201 Main Street Fort Worth, Texas 76102	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

THIS BOND REPLACES AND SUPERCEDES BOND NO 190650540 ISSUED BY CONTINENTAL CASUALTY COMPANY EFFECTIVE JANUARY 3, 2003

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

BOND NO 103997458

THE STATE OF TEXAS '

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND '

THAT WE, Bass Enterprises Production Co. whose address is 201 Main Street, Suite 2700, Fort Worth, TX 76102 the Principal, and Travelers Casualty and Surety Company of America, a Corporation existing under and by virtue of the laws of the State of Connecticut and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at One Tower Square, Bond/13CZ, Hartford, CT 06183 , whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Chris Noble and whose address is 1301 E. Collins Blvd., Suite 340, Dallas, TX 75081, hereinafter called the Surety, are 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 Fifty Thousand and 00/100 Dollars ($50,000.00) 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 perpetual bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, constructing, maintaining 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 3rd day of January, 20 03.

BASS ENTERPRISES PRODUCTION CO. CORPORATE SEAL

Bass Enterprises Production Co.
PRINCIPAL

W. Frank McCreight

BY W. Frank McCreight, Vice President

Travelers Casualty and Surety Company of America
SURETY

Angela M. Tindol

BY Angela M. Tindol, Attorney-in-Fact

CCM: 3-25-03 #18N
Return to: Alicia

\\USTXHOU2K1\ATINDOL$\WPFILES\BASS\103997458 BOND DOC

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY corporations duly organized under the laws of the State of Connecticut and having their principal offices in the City of Hartford County of Hartford, State of Connecticut, (hereinafter the Companies') hath made, constituted and appointed, and do by these presents make constitute and appoint **William N. Burke, Michael J. Herrod, Wendy W. Stuckey, Karen M. Kellner, Lupe Tamayo, Margaret Buboltz, Angela M. Tindol, Lisa M. Loeffler, Lisa A. Ward,** of **Houston, Texas**, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, execute and acknowledge at any place within the United States the following instrument(s) by his/her sole signature and act, any and all bonds recognizances contracts of indemnity and other writings obligatory in the nature of a bond recognizance or conditional undertaking and any and all consents incident thereto and to bind the Companies thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This appointment is made under and by authority of the following Standing Resolutions of said Companies which Resolutions are now in full force and effect

VOTED That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her

VOTED That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary

VOTED That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED That the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by *such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or* undertaking to which it is attached

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 22nd day of April 2002

STATE OF CONNECTICUT

}SS Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

By _____

George W. Thompson
Senior Vice President

On this 22nd day of April, 2002 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument, that he/she knows the seals of said corporations, that the seals affixed to the said instrument are such corporate seals, and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof

Marie C Tetreault

My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut Dated this 3rd day of January , 2003

By _____

Kori M. Johanson
Assistant Secretary, Bond

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project

PERPETUAL BOND

_____ **$** _____

Name: _____

PERFORMANCE BOND

13785146 **$** 5,000.

Name: Bass Enterprises Production Company

CASHIER'S CHECK

_____ **$** _____

Name: _____

RIDER TO BOND

_____ **$** _____

Name: _____

PERMIT NUMBER (name or location:

82474

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Bass Enterprises Production Co.

Address: 201 Main St.

City/State/Zip: Fort Worth, Tx. 76102

#Linda Hohrine

AGREED:

_____

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 3-25-03 **#** 180

DATE OF RETURN: _____

BY: _____

DEPUTY COUNTY CLERK

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 1, 2003

NOTIFICATION OF RELEASE OF PERPETUAL BOND

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

BOND#	137851146	$5,000 00
PRINCIPAL	Bass Enterprises Production Co	
SURETY	Continental Casualty Company	
RELEASE TO	Linda Hohrine Bass Enterprises Production Co 201 Main Street Fort Worth, Texas 76102	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

THIS BOND REPLACES AND SUPERCEDES BOND NO 137851146 ISSUE BY CONTINENTAL CASUALTY COMPANY EFFECTIVE DECEMBER 7, 2002

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

BOND NO 103997436

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Bass Enterprises Production Co. whose address is 201 Main Street, Suite 2700, Fort Worth , Texas, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, a Corporation existing under and by virtue of the laws of the State of _____ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at One Tower Square, Bond/13CZ, Hartford, CT 06183, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Chris Noble and whose address is 1301 E. Collins Blvd., Suite 340, Richardson, TX 75081, 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 and 00/100 Dollars ($5,000.00) 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 7th day December of , 20 02 .

BASS ENTERPRISES PRODUCTION CO. CORPORATE SEAL

Bass Enterprises Production Co.
PRINCIPAL

W. Frank McCreight

BY W. Frank McCreight, Vice President

Travelers Casualty and Surety Company of America
SURETY

Angela M. Tindol

BY Angela M. Tindol, Attorney-in-Fact

CCn: 3-25-03 #18-0
\\ustxhou2k1\atindol$\wpfiles\Bass\103997436-bond doc
Return to: Alicia

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their **Senior Vice President** and their corporate seals to be hereto affixed this 22nd day of April 2002

STATE OF CONNECTICUT

}SS Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

By _____
George W. Thompson
Senior Vice President

On this 22nd day of April, 2002 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say that he/she is **Senior Vice President** of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, *TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY***, the corporations described in and which executed the above instrument, that he/she knows the seals of said corporations, that the seals affixed to the said instrument are such corporate seals, and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof

Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, **Assistant Secretary** of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY,** stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut Dated this 7th day of December , 2002

By _____
Kori M. Johanson
Assistant Secretary, Bond

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford State of Connecticut, (hereinafter the Companies') hath made constituted and appointed, and do by these presents make constitute and appoint **William N Burke, Michael J. Herrod, Wendy W. Stuckey, Karen M. Kellner, Lupe Tamayo, Margaret Buboltz, Angela M. Tindol, Lisa M Loeffler, Lisa A Ward,** of **Houston, Texas** their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, execute and acknowledge at any place within the United States the following instrument(s) by his/her sole signature and act any and all bonds recognizances contracts of indemnity and other writings obligatory in the nature of a bond recognizance or conditional undertaking and any and all consents incident thereto and to bind the Companies thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This appointment is made under and by authority of the following Standing Resolutions of said Companies which Resolutions are now in full force and effect

VOTED That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company s name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her

VOTED That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary

VOTED That any bond recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company s seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED That the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature 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

18P

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 25 day of March, 20 03, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Verizon

Job Location Moore

Dated 3-17-03 Bond No. 82781, Permit No. 82610

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

Notes:

1. Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

2. Written notices are required:
   a) 48 hours in advance of construction start up, and
   b) When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471-1449
   281/342-3039

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

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

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

Clerk of Commissioners Court

By _____
Deputy

Revised 12/22/99

COUNTY OF FORT BEND

Engineering Department

P O Box 1449
Rosenberg, TX 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Rd
Phone (281)342-3039

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

PERMIT NO. 082610

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

✓ (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 82781
  Amount $150,000
- _____ Performance bond submitted
  No _____
  Amount _____
- _____ Cashier's Check
  No _____
  Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court

_____ _____
Precinct Engineer Acknowledgement — Date

_____ _____
Precinct Commissioner Acknowledgement — Date

_____ (4) _____
Drainage District Approval when applicable.

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

_____ 3/17/03
Johnny Ortega CFM/ Permit Administrator — Date

I:\WPDATA\PROCED\PERMIT\PERAPPRE PO1

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO
PERMIT NO 82610 PCT NO 2
BOND NO 82781

Formal notice is hereby given that Verizon proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows

In, Under, or Across Roads and/or Drainage Ditches

Road or 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
Moore Rd	100' South of centerline of Hill-Cris	105' South of centerline of Hill-Cris	5'

General Description

Verizon proposes to place a bore pit in the right of way of Moore Rd The bore pit will be between 100' and 105' south of the centerline of Hill-Cris Rd at the intersection of Moore Rd Verizon proposes to dig up an existing pedestal and Replace the housing Cable to be placed from existing pedestal along right of way for a distance of 4' and placed at 3' foot into right of way Cable to be placed at a minimum of 36 inches deep

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.

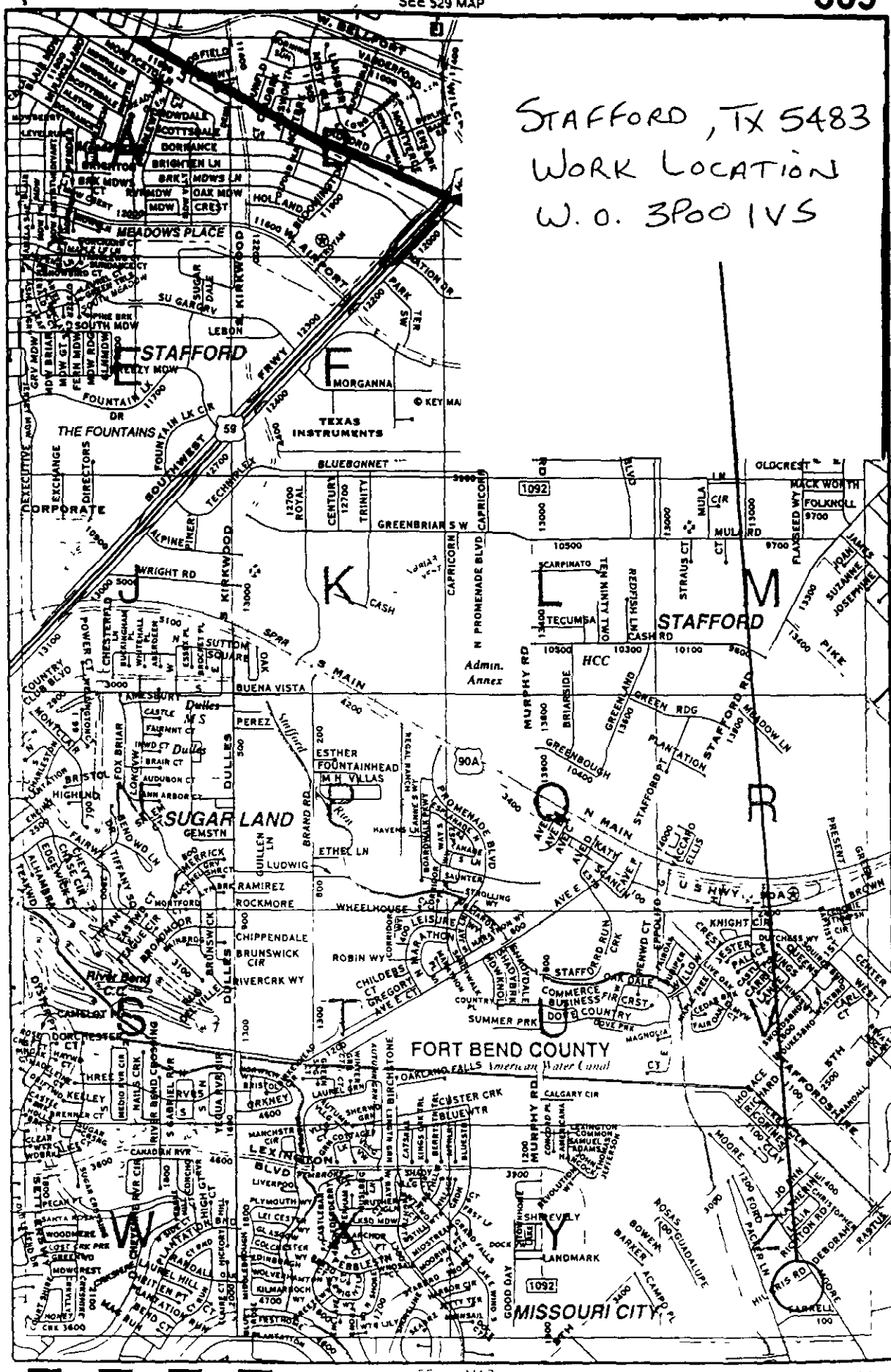
Mail To Permit Administrator/Fort Bend County Engineering
P O Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME VERIZON
AGENT and/or OWNER
William P. Jezewski
(Signature)
NAME & TITLE William P Jezewski-Supervisor-Network Engineering
(Please Print)
DATE: 3/11/03
ADDRESS. 1010 STAFFORDSHIRE RD
(Street/P O Box)
STAFFORD TX 77477
City State Zip
TELEPHONE NO 281-499-3211
(accessible 24 hrs/day, 7 days/week)

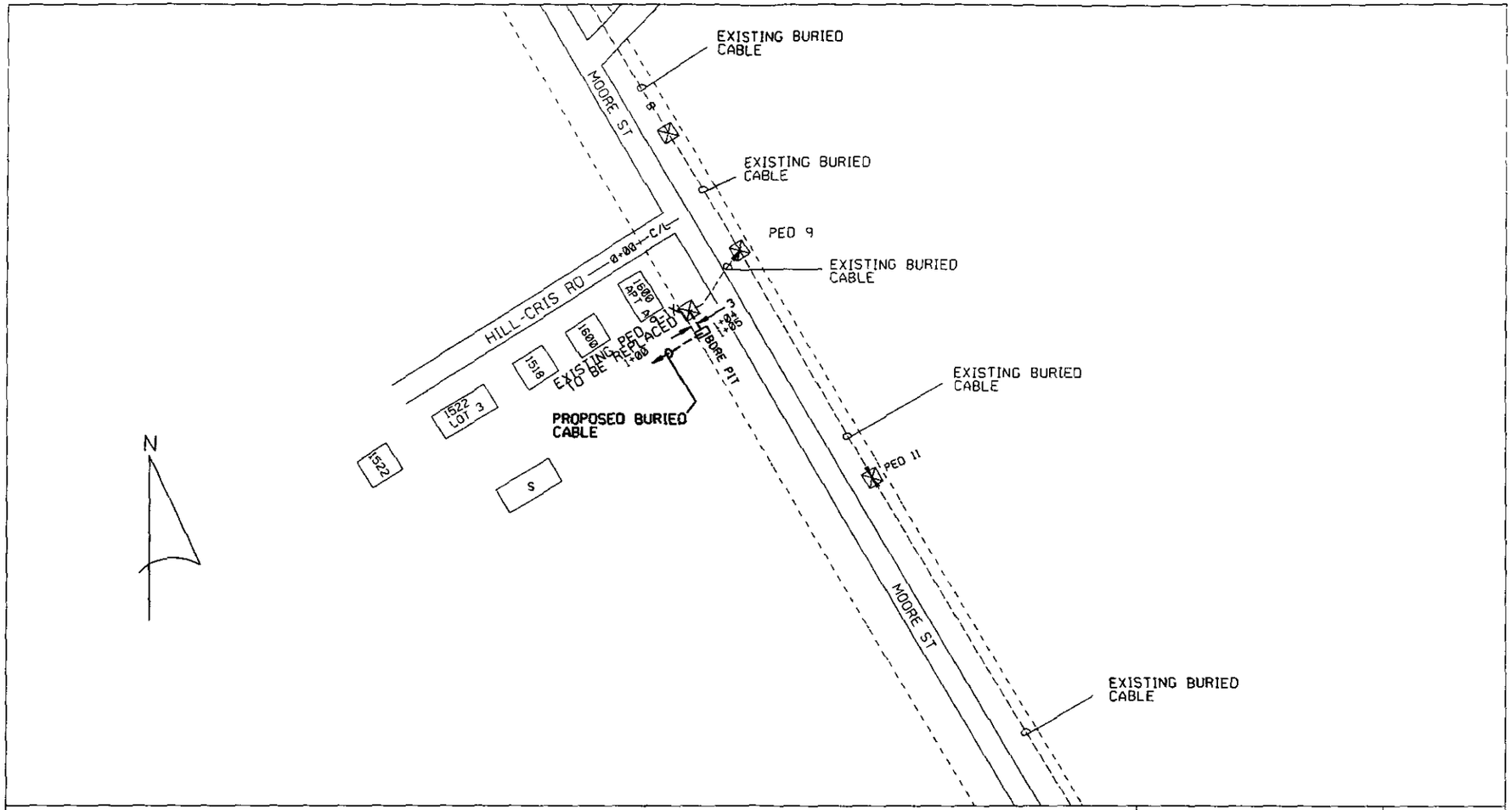
SEE 529 MAP

STAFFORD, TX 5483
WORK LOCATION
W.O. 3P00 1VS



SEE 570 MAP

© KEY MAPS INC 2002



VERIZON SII	AREA			STATE: TX
DIVISION SOUTHWEST		EXCH. 5483		REM CD 000
W.C. 4990	WO NO 3P001VS			CONTROL NUMBER
TITLE STFR PRI S PL CA HILL CRIS RD				TAX DST
TWP	RNG	SEC		SAL
DATE 03/07/03	REV DATE			SCALE 1"=100
FILE WP1P	DRWN RC	ENG RC	APRVD WPJ	PRINT 1P OF 1P

\dgn\4990\3p001vs\wp1p.dgn 03/10/03 10:04:14 AM

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project

PERPETUAL BOND

_____ **$** _____

Name: _____

PERFORMANCE BOND

_____ **$** _____

Name: _____

CASHIER'S CHECK

14007 **$** 5,000.

Name: Rosenberg Fishing Hole, L.P.

RIDER TO BOND

_____ **$** _____

Name: _____

PERMIT NUMBER (name or location:

82584

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Rosenberg Fishing Hole L.P.

Address: 5315 Glenmont Dr.

City/State/Zip: Houston, Tx. 77081

Nancy Du

AGREED:

_____

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 3-25-03 # 189

DATE OF RETURN: _____

BY: _____

DEPUTY COUNTY CLERK

P 82273	Richland Homes	2,199.12	0.00	2,199 12	0.00	2,199.12
P 82305	Richland Homes	2,163.94	0.00	2,163.94	0 00	2,163.94
P 16718	Rivas, Martha Lillian Rivera - BOND*	102.05	0 00	102 05	0 00	102.05
P 16508	Rivera, Amanda Kay - BOND*	104.49	0 00	104.49	0 00	104 49
P 16657	Roberson, Rita Ann Brady - BOND*	100.44	0.00	100.44	0.00	100 44
P 06758	Robets, Linda - BOND*	749.78	0.00	749.78	0 00	749 78
P 15208	Robinson, Will Coleman - BOND*	118.21	0.00	118.21	0.00	118 21
C 21997	Rodriquez, Erica	0 00	3,800.00	3,800.00	0.00	3,800 00
P 15532	Rodriguez, Julian - BOND*	115.36	0.00	115.36	0.00	115.36
C 17957	Rodriguez, Justin	4,083.57	0.00	4,083.57	0 00	4,083 57
C 11532	Romero, Nick	3,834 54	0.00	3,834.54	0 00	3,834.54
P 82584	Rosenberg Fishing Hole	5,015 51	0 00	5,015.51	0.00	5,015 51
C 15084	Rusk, Jasmine	3,357 71	0.00	3,357 71	0 00	3,357.71
C 10757	Salcido, Vanessa	2,470.69	0 00	2,470.69	0 00	2,470.69
C 14649	San Jacinto Transmission Co.	628.20	0.00	628 20	0 00	628.20
C 14676	San Jacinto Transmission Co.	1,022.26	0.00	1,022 26	0 00	1,022.26
C 14623	San Jacinto Transmission Co	3,925.02	0 00	3,925.02	0 00	3,925 02
C 14653	San Jacinto Transmission Co	4,890 83	0 00	4,890 83	0.00	4,890.83
C 14675	San Jacinto Transmission Co	5,979.04	0 00	5,979 04	0.00	5,979 04
C 14673	San Jacinto Transmission Co	6,195.57	0.00	6,195 57	0 00	6,195.57
C 14624	San Jacinto Transmission Co	11,894.84	0 00	11,894 84	0.00	11,894 84
C 20748	Sanchez, Jessica	2,883 98	0.00	2,883.98	0.00	2,883 98
P 17348	Sanders, Richard - BOND*	100 59	0.00	100 59	0.00	100 59
C 15730	Sandoval, Julian	10,419 89	0 00	10,419 89	0.00	10,419 89
P 11208	Santillana - BOND*	146 84	0.00	146 84	0.00	146.84
# 81414	Schlumberger Limited	2,963 99	0.00	2,963.99	0.00	2,963 99
C 13601	Scott, David	1,717 97	0.00	1,717.97	0 00	1,717.97
C 13784	Seal, R.A	27,315.56	0.00	27,315 56	0 00	27,315.56
P 06800	Seale, Dana Lynn - BOND*	126.43	0.00	126 43	0 00	126.43
P 13490	Severa, Vasile - BOND*	147 49	0.00	147.49	0 00	147.49
# 82008	Shamrock Adventure XXX, Ltd	4,784.84	0.00	4,784 84	0 00	4,784 84
C 20710	Shelton, Christopher	1,534.97	0.00	1,534 97	0.00	1,534.97
P 08122	Short, Michael	145.32	0.00	145 32	0 00	145.32
P 15644	Silva, Ryne Lin	32,931.51	0 00	32,931 51	0 00	32,931.51
P 15441A	Simon, Jessie M. O'Quinn - BOND*	101.71	0.00	101 71	0 00	101.71
P 13593	Singleton, Shiela - BOND*	143.91	0 00	143 91	0 00	143.91
P 12492	Sister Jenna L.	3,868 56	0 00	3,868.56	0 00	3,868 56
C 20870	Smith, Keith - BOND*	102.05	0.00	102 05	0 00	102 05

LOGIC

What is LOGIC? Links Questions Register Downloads

Account Information

Local Government Investment Cooperative
Customer Account Transaction System
3/27/2003
ACH Withdrawal for Settlement Date 3/28/2003

Please Print this Page for Your Records

You have made an ACH Withdrawal
for Trade Date. 3/27/2003
for $5,015.51
Account 01 - GENERAL FUND
effective 3/28/2003

Confirmation Number: 6032703095007

Transaction Menu

LOGIC
1201 Elm Suite 3500
Dallas TX 75270
1-800-TX-LOGIC
(895-6442)
E-Mail: info@logic.org

HOME
Rate Information | Enrollment Forms | Operating Policies | Account Information
What is LOGIC? | Links | Questions | Register | Downloads

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FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108
(281) 341-8685 • Fax (281) 341-8697 • Fax (281) 341-4520
Fax (281) 341-8681 • Fax (281) 341-8669

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR WITHDRAWALS

DATE: MARCH 27, 2003

TO: LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: [illegible] 281-341-8697

NUMBER OF PAGES. 1 (INCLUDING COVER SHEET)

MESSAGE: THIS IS TO REQUEST THE ACH WITHDRAWAL(S) AS FOLLOWS:

CAUSE#	ACCOUNT NAME	AMOUNT
P 82600	ARTURO CANO	$5,000.00
P 82584	ROSENBERG FISHING HOLE	$5,015.51

IF YOU DO NOT RECEIVE THE COMPLETE MESSAGE, PLEASE CALL:

NAME: ALICIA YEOMANS PHONE NO.: 281-341-8653

P 82600	#4032703094747	03/28/2003
P 82584	#6032703095007	03/28/2003

CONFIRMATION NUMBER _____ DATE _____

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

Disbursement Worksheet

Permit #82584

Case Style: Rosenberg Fishing Hole

Current Ending Total in Logic	$5,015.51	
Deposit	$5,000.00	
Deposit		
Deposit		
TOTAL INTEREST ACCRUED	$15.51	
Total Interest	$15.51	
X 10%	10%	
Administration Fee to the County Clerk	$1.55	
Current Ending Total in Logic	$5,015.51	
Less Administration Fee	$1.55	
TOTAL FUNDS TO :	$5,013.96	
Total Interest	$15.51	
Less Administration Fee	$1.55	
1099 Interest if applicable	$13.96	
Administration fee	$1.55	CK# 2472
Funds to Customer: Rosenberg Fishing Hole	$5,013.96	CK# 2473
Current Ending Total in Logic	$5,015.51	

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING AND A VOID FEATURE PANTOGRAPH

SOUTHERN NATIONAL BANK OF TEXAS
14060 SOUTHWEST FREEWAY
SUGAR LAND TX 77478

2472

FORT BEND COUNTY CLERK
REGISTRY FUND
COUNTY COURTHOUSE
RICHMOND, TX 77469

APRIL 1 20 03

PAY TO THE ORDER OF DIANNE WILSON, COUNTY CLERK $ 1.55

$1.55

DOLLARS

20____ THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN BELOW ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

TRUST FUND
DIANNE WILSON, COUNTY CLERK OFFICER

Patsy Kubeczka
BY: PATSY KUBECZKA COUNTY AUDITOR

ADMINISTRATION FEE
COMMISSIONERS COURT ORDERED TO RELEASE FUNDS
ON 3/25/03 ITEM #18Q ROSENBERG FISHING HOLE
PERMIT #82584 RE: DAILY ROAD

⑈002472⑈ ⑆113015267⑆ 220 7036⑈

THE REVERSE SIDE OF THIS DOCUMENT HAS A SECURITY SCREEN

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING AND A VOID FEATURE PANTOGRAPH.

SOUTHERN NATIONAL BANK OF TEXAS
14060 SOUTHWEST FREEWAY
SUGAR LAND TX 77478

2473

FORT BEND COUNTY CLERK
REGISTRY FUND
COUNTY COURTHOUSE
RICHMOND, TX 77469

APRIL 1 20 03

PAY TO THE ORDER OF ROSENBERG FISHING HOLE $ 5,013.96

$5,013.96

DOLLARS

20____ THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN BELOW ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

TRUST FUND
DIANNE WILSON, COUNTY CLERK OFFICER

Patsy Kubeczka
BY: PATSY KUBECZKA COUNTY AUDITOR

COMMISSIONERS COURT ORDERED TO RELEASE
FUNDS ON 3/25/03 ITEM #18Q PERMIT #82584
RE: DAILY ROAD

⑈002473⑈ ⑆113015267⑆ 220 7036⑈

THE REVERSE SIDE OF THIS DOCUMENT HAS A SECURITY SCREEN

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 1, 2003

NOTIFICATION OF RELEASE OF SECURITY

A release order has been issued by the Fort Bend County Commissioners Court for completion of work by Rosenberg Fishing Hole, Permit 82584 for work on Daily Road. Enclosed is a check in the amount of $5,013 96 to be released to·

Nancy Du
Rosenberg Fishing Hole
5315 Glenmont Dr.
Houston, Texas 77081

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering Department

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project

PERPETUAL BOND

_____ **$** _____

Name: _____

PERFORMANCE BOND

_____ **$** _____

Name: _____

CASHIER'S CHECK

9697276644 **$** 5,000.

Name: Angela C. Cano

RIDER TO BOND

_____ **$** _____

Name: _____

PERMIT NUMBER (name or location:

82600

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Arturo Cano

Address: 16614 Sussex Dr.

City/State/Zip: Houston, Tx. 77083

Angela C. Cano

AGREED:

_____

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 3-25-03 **#** 18R

DATE OF RETURN: _____

BY: _____

DEPUTY COUNTY CLERK

P 06567	Booker, Joseph - BOND*	281 00	0.00	281 00	0.00	281 00
P 16857	Bordeaux, Dorris Inez - BOND*	1,018 64	0.00	1,018.64	0.00	1,018.64
P 15863	Bosenberg, James - BOND*	553 23	0 00	553 23	0.00	553 23
C 16742	Bowman, Jarrod	23,978 03	0.00	23,978.03	0.00	23,978.03
C 17645	Bowman, Kevin	3,158 37	0.00	3,158.37	0.00	3,158.37
P 08845	Brady, Scott - BOND*	144 59	0 00	144 59	0.00	144.59
C 10243	Breaux, Myesha	844.96	0.00	844.96	0.00	844.96
P 17058	Briggs, Elizabeth A - BOND*	101 22	0 00	101.22	0 00	101 22
P 17388	Briscoe, Andrew C.	72,958.09	0 00	72,958.09	0 00	72,958.09
C 18306	Brock, Jeffrey	10,540.84	0 00	10,540.84	0 00	10,540.84
C 20039	Brown, Gary B - BOND*	1.02	0 00	1 02	0.00	1 02
P 16046	Brown, Stephanie - BOND*	102.27	0.00	102 27	0.00	102 27
P 16435	Broughton, Gregory Brian - BOND*	102.27	0 00	102 27	0 00	102 27
C 10916	Bruman, Ashton	489.11	0 00	489.11	0.00	489.11
P 09308	Bruns, David L	235,901.27	0 00	235,901 27	0.00	235,901 27
P 13743	Bubb, Jeremy - BOND*	142.48	0.00	142 48	0.00	142 48
P 17201	Burns, Charles R - BOND*	100 90	0.00	100 90	0.00	100.90
P 13780	Burton, Rosalva - BOND*	141.80	0.00	141 80	0 00	141.80
C 15150	Butler, Denzel	1,905.92	0 00	1,905 92	0 00	1,905 92
J 8649	C H , in the matter of	11,621 84	(11,621 84)	0 00	0.00	0.00
P 14943	Caldcleugh, Bernice L - BOND*	123.95	0 00	123 95	0.00	123 95
C 11624	Caldwell, Justin	23,861.68	0.00	23,861 68	0.00	23,861 68
P 11976	Calnan	40,861 48	0 00	40,861 48	0 00	40,861.48
P 12590	Camery, Phillip	146 07	0.00	146 07	0.00	146.07
P 15683	Camery, Phillip Bobby	62,277 76	0.00	62,277 76	0 00	62,277 76
C 13225	Campos, DJ	18,923 42	0 00	18,923.42	0 00	18,923 42
P 10000	Cantu, Lilia - BOND*	143 20	0.00	143.20	0 00	143 20
P 82600	Cano, Arturo	0 00	5,000 00	5,000.00	0.00	5,000 00
P 09584	Carter, Lawrence Leslie (Jr)	4,583.88	0 00	4,583.88	0.00	4,583 88
C 11676	Castillo, Roberto	9,314.24	0.00	9,314.24	0 00	9,314 24
P 15955	Catron, Curtis Michael	25,030 26	0.00	25,030.26	0 00	25,030 26
C 21957	Cease, Allan A. - BOND*	110.65	0 00	110 65	0 00	110.65
C 15084	Chassion, Alesia	3,853.33	(3,853 33)	0 00	0 00	0 00
C 13520	Chester, Nicholas	556 06	0 00	556 06	0.00	556 06
C 13520	Chester, Kara	556 06	0 00	556 06	0 00	556 06
P 06591	Churchill, Catherine Jane - BOND*	123.95	0 00	123 95	0.00	123 95
P 15305	Clark, Amber	4,256.65	0 00	4,256 65	0.00	4,256 65
P 16130	Clark, Amber	333 75	0 00	333 75	0.00	333 75

LOGIC What is LOGIC? Links Questions Register Downloads

Account Information

Local Government Investment Cooperative
Customer Account Transaction System
3/27/2003
ACH Withdrawal for Settlement Date: 3/28/2003

Please Print this Page for Your Records

You have made an ACH Withdrawal
for Trade Date: 3/27/2003
for $5,000.00
Account 01 - GENERAL FUND
effective 3/28/2003

Confirmation Number: 4032703094747

Transaction Menu

LOGIC
1201 Elm Suite 3500
Dallas TX 75270
1-800-TX-LOGIC
(895-6442)
E-Mail: info@logic.org

HOME
Rate Information | Enrollment Forms | Operating Policies | Account Information
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FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108
(281) 341-8685 • Fax (281) 341-8697 • Fax (281) 341-4520
Fax (281) 341-8681 • Fax (281) 341-8669

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR WITHDRAWALS

DATE. MARCH 27, 2003

TO: LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: [illegible] 281-341-8697

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

MESSAGE: THIS IS TO REQUEST THE ACH WITHDRAWAL(S) AS FOLLOWS:

CAUSE#	ACCOUNT NAME	AMOUNT
P 82600	ARTURO CANO	$5,000.00
P 82584	ROSENBERG FISHING HOLE	$5,015.51

IF YOU DO NOT RECEIVE THE COMPLETE MESSAGE, PLEASE CALL:

NAME: ALICIA YEOMANS PHONE NO : 281-341-8653

P 82600	#4032703094747	03/28/2003
P 82584	#6032703095007	03/28/2003

CONFIRMATION NUMBER _____ DATE _____

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

Registry Withdrawals
i:\Civil\Registry\logicfax.doc

Disbursement Worksheet

Permit #82600

Case Style: Arturo Cano

Current Ending Total in Logic	$5,000.00	
Deposit	$5,000.00	
Deposit		
Deposit		
TOTAL INTEREST ACCRUED	$0.00	
Total Interest	$0.00	
X 10%	10%	
Administration Fee to the County Clerk	$0.00	
Current Ending Total in Logic	$5,000.00	
Less Administration Fee	$0.00	
TOTAL FUNDS TO :	$5,000.00	
Total Interest	$0.00	
Less Administration Fee	$0.00	
1099 Interest if applicable	$0.00	
Administration fee	$0.00	CK#
Funds to Customer: Arturo Cano	$5,000.00	CK# 2471
Current Ending Total in Logic	$5,000.00	

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING AND A VOID FEATURE PANTOGRAPH.

SOUTHERN NATIONAL BANK OF TEXAS
14060 SOUTHWEST FREEWAY
SUGAR LAND TX 77478

2471

FORT BEND COUNTY CLERK

REGISTRY FUND
COUNTY COURTHOUSE
RICHMOND, TX 77469

APRIL 1 20 03

PAY TO THE ORDER OF **ARTURO CANO** $ 5,000.00

$5,000.00 DOLLARS

20___ THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN BELOW ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

TRUST FUND

DIANNE WILSON, COUNTY CLERK OFFICER

COMMISSIONERS COURT ORDERED TO RELEASE FUNDS ON 3/25/03 ITEM #18R PERMIT #82600 RE: BOSS GASTON

Patsy Kubeczka

BY: PATSY KUBECZKA COUNTY AUDITOR

⑈002471⑈ ⑆113015267⑆ 220 7036⑈

THE REVERSE SIDE OF THIS DOCUMENT HAS A SECURITY SCREEN

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 1, 2003

NOTIFICATION OF RELEASE OF SECURITY

A release order has been issued by the Fort Bend County Commissioners Court for completion of work by Arturo Cano, Permit 82600 for work on Boss Gaston Enclosed is a check in the amount of $5,000.00 to be released to

Angela C. Cano
Arturo Cano
16614 Sussex Dr.
Houston, Texas 77083

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering Department

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

61BCSAQ1908 $ 32,950.00

Name: P=Interland Inc./Allgood Const. S=Hartford Fire Ins. Co.

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name: _____

CONSTRUCTION PROJECT (Name or location):
KINGSBRIDGE ESTATES

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Randa Redmond
Interland, Inc.
3118 Richmond Ave., Suite 210
Houston, Texas 77098

AGREED:

for Ronald Draeker
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3-25-03 # 18X
DATE OF RETURN: _____
BY: _____
Deputy County Clerk

I:\WPDATA\PROCED\DEV\releasefrm_d01.wpd

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 6, 2003

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

RE: Kingsbridge Estates

Dear Commissioner

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected The streets, along with their footage lengths, are as follows

Linenhall Drive	733 90 LF
Heagans Court	223 78 LF
Fenian Court	226 92 LF
Holles Drive	355 77 LF
Halston Drive	663 51 LF
TOTAL	2,203 88 LF

The current bond is # 61BCSAQ1908 in the amount of $ 32,950 00 Release bond to
Ms Randa Redmond
Interland, Inc
3118 Richmond Ave , Suite 210
Houston, Texas 77098

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

Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

cc Mr David E Miller, P E , Miller & Associates
Ms Randa Redmond, Interland, Inc
Mr Sterling Moore, Allgood Construction, Co , Inc
Mr Roby Tate, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND RIDER#	61BCSAQ1908	$32,950 00
SUBDIVISION	Kingsbridge Estates	
PRINCIPAL	Interland, Inc and Allgood Construction Company, Inc	
SURETY	Hartford Fire Insurance Company	
RELEASE TO	Ms Randa Redmond Interland, Inc 3118 Richmond Ave , Suite 210 Houston, Texas 77098	

Also, enclosed are the following original bonds
Bond# 61BCSAQ1908 $109,750 00

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

3SM970787 $ 72,000.00

Name: P=Westbrook Cinco East, L.P. S=American Motorists Ins. Co.

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name:_____

CONSTRUCTION PROJECT (Name or location):
CINCO RANCH GREENWAY VILLAGE, SECTION 12

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Terrabrook
10788 Kempwood Drive
Houston, Texas 77043

AGREED:

for _____
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3-25-03 # 18Y
DATE OF RETURN: _____
BY: _____
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 13, 2003

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

RE: Cinco Ranch Greenway Village, Section 12

Dear Commissioner

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected The streets, along with their footage lengths, are as follows

Pinebury Lane	673 80 LF
Ivy Blossom Lane	381 82 LF
Indigo Hill Lane	355 99 LF
Willowford Park Drive	1,874 93 LF
Ravenloch Court	143 79 LF
Langhorne Court	179 52 LF
Spring Blossom Court	282 54 LF
Wild Jasmine Lane	1,130 06 LF
Bergenfield Court	107 04 LF
TOTAL	5,129 49 LF

The current bond is # 3SM970787 in the amount of $ 72,000 00 Release bond to.
Roxanna Weishuhn
Terrabrook
10788 Kempwood Drive
Houston, Texas 77043

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc. Mr Curtis Villarreal, Turner Collie & Braden, Inc
Mr Louis Evans, Terrabrook
Mr Phillip Hassell, Hassell Construction Company, Inc
Mr Richard Albrecht, Turner, Collie & Braden, Inc
Mr Roby Tate, FBC Road & Bridge
Mr Scott Wieghat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND RIDER#	3SM970787	$72,000 00
SUBDIVISION	Cinco Ranch Greenway Village Section Twelve	
PRINCIPAL	Westbrook Cinco East, L P	
SURETY	American Motorists Insurance Company	
RELEASE TO	Ms Roxanna Weishuhn Terrabrook 10788 Kempwood Drive Houston, Texas 77043	

Also, enclosed are the following original bonds

Bond#	3SM970787	$240,000 00
Bond#	3SE970787	$240,000 00

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

1677543 $ 111,450.00

Name: P=Harris Const. Co. S=Independent Casualty & Surety Co.

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name:_____

CONSTRUCTION PROJECT (Name or location):
SIENNA VILLAGE OF WATERS LAKE, SECTION 4

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:

Ronald Chadwick
for FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-25-03 # 18Z
DATE OF RETURN:
BY: Diana Thomas
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 13, 2003

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

RE: Sienna Village of Waters Lake, Section 4

Dear Commissioner

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows

Scanlan Trace	476 76 LF
Barrington Way	303 19 LF
Barrington Circle	870.10 LF
Bassett Court	317 94 LF
Erin Court	253 06 LF
TOTAL	2,221 05 LF

The current bond is # 1677543 in the amount of $ 111,450.00 Release bond to:

Mr Glenn S Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc Mr Jerold L. Graham, Jr , P.E , LJA Engineering & Surveying, Inc.
Mr Michael Smith, Sienna/Johnson Development, L.P.
Mr. Glenn S. Harris, Harris Construction Co.
Mr Randy Russell, LJA Engineering & Surveying, Inc
Mr Alvin San Miguel, Sienna/Johnson Development, L.P
Mr Michael Herman, AFG Johnson Development, L. P.
Mr. Ricky Cox, City of Missouri City
Mr. Roby Tate, FBC Road & Bridge
Mr Scott Wieghat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND#	1677543	$111,450 00
SUBDIVISION	Sienna Village of Waters Lake Section Four	
PRINCIPAL	Harris Construction Company	
SURETY	Independence Casualty and Surety Company	
RELEASE TO	Mr Glenn S Harris Harris Construction Co 6602 Guhn Rd Houston, Texas 77040	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

KC0913 $ 75,050.00

Name: P=Harris Const. Co. S=Fidelity & Guaranty Ins. Underwriters

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name: _____

CONSTRUCTION PROJECT (Name or location):
SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 4

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:

for _____
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-25-03 # 18 A-A
DATE OF RETURN: _____
BY: _____
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 13, 2003

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

RE: Sienna Village of Shipman's Landing, Section 4

Dear Commissioner

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected The streets, along with their footage lengths, are as follows

East Crosby Lane	470 92 LF
North Ripples Court	267 07 LF
South Ripples Court	264 28 LF
North Halls Point Court	299 68 LF
South Halls Point Court	300 57 LF
TOTAL	1,602 52 LF

The current bond is # KC0913 in the amount of $ 75,050 00 Release bond to
Mr. Glenn S. Harris
Harris Construction Co
6602 Guhn Rd
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc. Mr Jerold L. Graham, Jr., P E., LJA Engineering & Surveying, Inc
Mr Michael Smith, Sienna/Johnson Development, L P
Mr Glenn S Harris, Harris Construction Co.
Mr Randy Russell, LJA Engineering & Surveying, Inc
Mr. Alvin San Miguel, Sienna/Johnson Development, L.P.
Mr. Michael Herman, AFG Johnson Development, L P.
Mr Ricky Cox, City of Missouri City
Mr Roby Tate, FBC Road & Bridge
Mr. Scott Wieghat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND#	KC0913	$75,050 00
SUBDIVISION	Sienna Village of Shipman's Landing Section 4	
PRINCIPAL	Harris Construction company on behalf of Brushy Lakes, L P	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc	
RELEASE TO	Mr Glenn S Harris Harris Construction Co 6602 Guhn Rd Houston, Texas 77040	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

KC0910 $ 80,406.00

Name: P=Harris Const. Co. S=Fidelity & Guaranty Ins. Underwriters

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name: _____

CONSTRUCTION PROJECT (Name or location):
SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 6

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:

Ronald Grabenberg
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-25-03 # 18 BB
DATE OF RETURN:
BY:
Deputy County Clerk

I \WPDATA\PROCED\DEV\releasefrm_d01 wpd

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 13, 2003

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

RE: Sienna Village of Shipman's Landing, Section 6

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected The streets, along with their footage lengths, are as follows

McMahon Way	668 82 LF
Chriesman Way	1,160 09 LF
McMahon Lane	154 26 LF
Chriesman Lane	147 09 LF
TOTAL	2,130 26 LF

The current bond is # KC0910 in the amount of $ 80,406 00 Release bond to
Mr. Glenn S. Harris
Harris Construction Co
6602 Guhn Rd
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr Jerold L Graham, Jr , P E , LJA Engineering & Surveying, Inc.
Mr Michael Smith, Sienna/Johnson Development, L.P
Mr. Glenn S Harris, Harris Construction Co.
Mr. Randy Russell, LJA Engineering & Surveying, Inc.
Mr. Alvin San Miguel, Sienna/Johnson Development, L.P
Mr Michael Herman, AFG Johnson Development, L. P
Mr. Ricky Cox, City of Missouri City
Mr. Roby Tate, FBC Road & Bridge
Mr Scott Wieghat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND#	KC0910	$80,406 00
SUBDIVISION	Sienna Village of Shipman's Landing Section 6	
PRINCIPAL	Harris Construction Company on behalf of AFG Johnson Development, L L C	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc	
RELEASE TO	Mr Glenn S Harris Harris Construction Co 6602 Guhn Rd. Houston, Texas 77040	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

18012545720997 $ 531,100.00

Name: P=Harris Const. Co. S=Fidelity & Guaranty Ins. Underwriters

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name: _____

CONSTRUCTION PROJECT (Name or location):
SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 7

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:

Ronald Oreckenby
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-25-03 # 18CC
DATE OF RETURN:
BY: Alice Flowers
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 13, 2003

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

RE: Sienna Village of Shipman's Landing, Section 7

Dear Commissioner

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected The streets, along with their footage lengths, are as follows.

Scanlan Trace	2,845 71 LF
Mill Hollow	285 49 LF
Mill Garden Circle	510 68 LF
Mill Point	190.09 LF
Mill Lane	1,520 83 LF
Mill House Run	731 72 LF
Ivy Mill Court	80 60 LF
Plantation Mill Place	1,052 62 LF
Oak Mill Way	154 63 LF
Chriesman Way	363 36 LF
TOTAL	7,735 73 LF

The current bond is # 18012545720997 in the amount of $ 531,100 00 Release bond to
Mr Glenn S Harris
Harris Construction Co
6602 Guhn Rd
Houston, Texas 77040

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

Sincerely,

Nathan D Hatcher
Assistant to County Engineer

NDH/mjs

cc Mr Jerold L Graham, Jr , P E , LJA Engineering & Surveying, Inc
Mr Michael Smith, Sienna/Johnson Development, L P
Mr Glenn S Harris, Harris Construction Co
Mr Randy Russell, LJA Engineering & Surveying, Inc
Mr Alvin San Miguel, Sienna/Johnson Development, L P
Mr. Michael Herman, AFG Johnson Development, L P
Mr Ricky Cox, City of Missouri City
Mr Roby Tate, FBC Road & Bridge
Mr Scott Wieghat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND#	18012545720997	$531,100 00
SUBDIVISION	Sienna Village of Shipman's Landing Section 7	
PRINCIPAL	Harris Construction Company on behalf of AFG Johnson Development, L L C	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc.	
RELEASE TO	Mr Glenn S Harris Harris Construction Co 6602 Guhn Rd Houston, Texas 77040	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

18012545728998 $ 163,950.00

Name: P=Harris Const. Co. S=Fidelity & Guaranty Ins. Underwriters

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name: _____

CONSTRUCTION PROJECT (Name or location):
SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 9

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:

Arnold Oncken

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-25-03 # 1800
DATE OF RETURN:
BY:
Deputy County Clerk

I:\WPDATA\PROCED\DEV\releasefrm_d01.wpd

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 13, 2003

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

RE: Sienna Village of Shipman's Landing, Section 9

Dear Commissioner

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Five Oaks Drive	2,958 16 LF
Five Oaks Court	142 26 LF
Five Oaks Crossing	172 87 LF
TOTAL	3,273 29 LF

The current bond is # 18012545728998 in the amount of $ 163,950.00 . Release bond to.
Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

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

Sincerely,

Nathan D Hatcher
Assistant to County Engineer

NDH/mjs

cc Mr Jerold L. Graham, Jr , P.E., LJA Engineering & Surveying, Inc
Mr. Michael Smith, Sienna/Johnson Development, L.P
Mr. Glenn S. Harris, Harris Construction Co
Mr Randy Russell, LJA Engineering & Surveying, Inc
Mr Alvin San Miguel, Sienna/Johnson Development, L P
Mr Michael Herman, AFG Johnson Development, L. P
Mr. Ricky Cox, City of Missouri City
Mr. Roby Tate, FBC Road & Bridge
Mr Scott Wieghat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND#	18012545728998	$163,950 00
SUBDIVISION	Sienna Village of Shipman's Landing Section 9	
PRINCIPAL	Harris Construction Company on behalf of AFG Johnson Development, L L C	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc	
RELEASE TO	Mr Glenn S Harris Harris Construction Co 6602 Guhn Rd Houston, Texas 77040	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

1677545 $ 262,000.00

Name: P=Harris Const. Co. S=Independence Casualty & Surety Co.

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name:_____

CONSTRUCTION PROJECT (Name or location):
SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 10

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:

Arnold Drakeley
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-25-03 # 18EE
DATE OF RETURN: _____
BY: _____
Deputy County Clerk

1\WPDATA\PROCED\DEV\releasefrm_d01.wpd

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 13, 2003

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

RE: Sienna Village of Shipman's Landing, Section 10

Dear Commissioner

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows

Waters Lake Boulevard	610 01 LF
Scanlan Trace	809 13 LF
Sabine Point Way	1,057 39 LF
Sabine Circle	1,036 85 LF
Chriesman Way	250 05 LF
TOTAL	3,763 43 LF

The current bond is # 1677545 in the amount of $ 262,000 00 Release bond to:
Mr Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc Mr Jerold L Graham, Jr., P.E , LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna/Johnson Development, L.P
Mr. Glenn S. Harris, Harris Construction Co
Mr Randy Russell, LJA Engineering & Surveying, Inc.
Mr. Alvin San Miguel, Sienna/Johnson Development, L P
Mr Michael Herman, AFG Johnson Development, L. P
Mr. Ricky Cox, City of Missouri City
Mr Roby Tate, FBC Road & Bridge
Mr Scott Wieghat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND#	1677545	$262,000 00
SUBDIVISION	Sienna Village of Shipman's Landing Section 10	
PRINCIPAL	Harris Construction Company	
SURETY	Independent Casualty and Surety Company	
RELEASE TO	Mr. Glenn S Harris Harris Construction Co 6602 Guhn Rd Houston, Texas 77040	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

18012545729994 $ 133,200.00

Name: P=Harris Const. Co. S=Fidelity & Guaranty Ins. Underwriters

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name: _____

CONSTRUCTION PROJECT (Name or location):
SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 11

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:

Ronald Drenkenberg
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-25-03 # 18FF
DATE OF RETURN: _____
BY: _____
Deputy County Clerk

I:\WPDATA\PROCED\DEV\releasefrm_d01.wpd

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 13, 2003

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

RE: Sienna Village of Shipman's Landing, Section 11

Dear Commissioner

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows.

Shipmans Landing Drive	335.56 LF
Five Oaks Drive	1,521 22 LF
Five Oaks Lane	341 85 LF
TOTAL	2,198 63 LF

The current bond is # 18012545729994 in the amount of $ 133,200 00 Release bond to
Mr Glenn S Harris
Harris Construction Co
6602 Guhn Rd
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Jerold L. Graham, Jr , P E., LJA Engineering & Surveying, Inc.
Mr Michael Smith, Sienna/Johnson Development, L P
Mr. Glenn S. Harris, Harris Construction Co
Mr Randy Russell, LJA Engineering & Surveying, Inc.
Mr. Alvin San Miguel, Sienna/Johnson Development, L P
Mr Michael Herman, AFG Johnson Development, L. P.
Mr Ricky Cox, City of Missouri City
Mr Roby Tate, FBC Road & Bridge
Mr Scott Wieghat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND#	18012545729994	$133,200 00
SUBDIVISION	Sienna Village of Shipman's Landing Section 11	
PRINCIPAL	Harris Construction Company on behalf of AFG Johnson Development, L L C	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc.	
RELEASE TO	Mr Glenn S Harris Harris Construction Co 6602 Guhn Rd. Houston, Texas 77040	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND- OVERSIZE, OVERWEIGHT

137850983 $ 50,000.00

Name: P=Bass Enterprises Production S=Continental Casualty Co.

BOND RIDER

#_____ $_____

Name:_____

LETTER OF CREDIT

#_____ $_____

Name:_____

OTHER

#_____ $_____

Name: _____

CONSTRUCTION PROJECT (Name or location):
BASS ENTERPRISES PRODUCTIONS CO.

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Ms. Linda Hohrine, Bass Enterprises Production Co.
Address: 201 Main St.
City/State/Zip: Fort Worth, Texas 76102-3131

AGREED:

Ronald Gradenberg
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-25-03 # 1866
DATE OF RETURN: _____
BY: Nina Thomas
Deputy County Clerk

I \WPDATA\PROCED\DEV\releasefrm_d01 wpd

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

April 2, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND#	137850983	$50,000 00
PRINCIPAL	Bass Enterprises Production Co	
SURETY	Continental Casualty Company	
RELEASE TO	Ms Linda Hohrine Bass Enterprises Production Co 201 Main Street Fort Worth, Texas 76102-3131	

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

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

18H

RISK MANAGEMENT DEPARTMENT

Fort Bend County, Texas
Martha Rider, Director

RECEIVED
MAR 1 2 2003
BY:

REVIEW FORM

Re: Bass Enterprises Production Co., Bond #103966321, $50,000.00

On March 12, 2003 Fort Bend County Risk Management Department reviewed the enclosed Bond/Letter of Travelers Casualty and Surety Company of America of Connecticut.

COMMENTS:

In review of the 2002 Best's Key Rating Guide, the above company appears to be a reliable and strong insurance company (see attached page)

Eileen Fauver

Eileen Fauver

Risk Management Department

I:\Risk Mgmt\Bonds\REVFORM.DOC

COUNTY ATTORNEY
Fort Bend County, Texas

BEN W. "Bud" CHILDERS
County Attorney

(281) 341-4555
Fax (281) 341-4557

RECEIVED
MAR 1 1 2003
BY:

REVIEW FORM

On March 11, 2003, the County Attorney's Office reviewed the following.

Oversize, overweight, overlength and overnight loads Bond No. 103966321 for Bass Enterprise Production Co. in the amount of $50,000.00.

Comments: Approved as to legal form

Please have the Fort Bend County Risk Management Department verify that the Sureties are acceptable. Please obtain a telephone number for Chris Noble, surety.

BEN W. "BUD" CHILDERS
FORT BEND COUNTY ATTORNEY

Mary E. Reveles,
Assistant County Attorney

301 Jackson, Suite 621 • Richmond, TX 77469-3108

FBC CNTY ATTNY Fax:281-341-4557 MAR 11 2003

This Bond Replaces and Supercedes Bond No. 137850983 Issued By Continental Casualty Company Effective 1/15/03.

BOND NO 103966321

BOND COVERING OVERSIZE, OVERWEIGHT, OVERLENGTH AND OVERNIGHT LOADS OVER FORT BEND COUNTY ROADS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Bass Enterprises Production Co. whose address/phone is 201 Main Street, Suite 2700 Ft. Worth, TX 76102 as Principal, and Travelers Casualty and Surety Company of America, a Corporation existing under and by virtue of the laws of the State of CT and authorized to do an indemnifying business in the State of Texas, whose principal office is located at One Tower Square Bond/13CZ Hartford, CT 06183, and whose officer residing in the State of Texas, authorized to accept service in all units and actions brought within said State is Chris Noble, and whose address/phone is 1301 E. Collins Blvd., Suite 340 Richardson, TX 75081, as Surety, are held and firmly bound unto Robert E Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the sum of Fifty Thousand and 00/100---------- ($50,000.00----------) to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and assigns

The condition of the above obligation is such that the said Bass Enterprises Production Co., as Principal, will make payment to Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, for any and all damages that may be sustained to any road, street, highway or bridge under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas by virtue of the operation of any vehicle or vehicles or equipment by the said Bass Enterprises Production Co., for which permit is issued by the County to operate under the provisions of TEX. TRANSP. CODE ANN ▶ 623.011 (Vernon 1995)

NOW, THEREFORE, if the said Bass Enterprises Production Co. shall pay to

Comm: 3-25-03 #18HH
Return to: Alicia

Robert E. Hebert, County Judge of Fort Bend County, Texas or his successors in office, for any and all damages that may be sustained to any road, street, highway or bridge as above recited by virtue of the operation of any vehicle, vehicles or equipment under the provisions of the law referred to above during the period of time for which such permit issued, then this obligation to be null and void, otherwise to remain in full force and virtue it law.

Dated this 15th day of January, 20 03

APPROVED this 25 day of March, 20 03.

ATTEST:

Dianne Wilson
County Clerk

By: Robert E. Hebert
Robert E. Hebert
County Judge
FORT BEND COUNTY, TEXAS

BASS ENTERPRISES PRODUCTION CO. CORPORATE SEAL

Bass Enterprises Production Co.
PRINCIPAL

By: W. Frank McCreight
Signature W. Frank McCreight, Vice President

Travelers Casualty and Surety Company of America
SURETY

By: Angela M. Kindol
ATTORNEY-IN-FACT Angela M. Kindol

BONDosowol_092

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their **Senior Vice President** and their corporate seals to be hereto affixed this 22nd day of April 2002

STATE OF CONNECTICUT

}SS Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

By _____
George W. Thompson
Senior Vice President

On this 22nd day of April, 2002 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say that he/she is **Senior Vice President** of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, *TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY***, the corporations described in and which executed the above instrument, that he/she knows the seals of said corporations, that the seals affixed to the said instrument are such corporate seals, and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof

Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, **Assistant Secretary** of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY,** stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut Dated this 15th day of January , 20 03

By _____
Kori M. Johanson
Assistant Secretary, Bond

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford County of Hartford State of Connecticut, (hereinafter the Companies') hath made, constituted and appointed, and do by these presents make constitute and appoint **William N Burke, Michael J. Herrod, Wendy W Stuckey, Karen M. Kellner, Lupe Tamayo, Margaret Buboltz, Angela M. Tindol, Lisa M Loeffler, Lisa A. Ward, of Houston, Texas** their true and lawful Attorney(s)-in Fact with full power and authority hereby conferred to sign, execute and acknowledge at any place within the United States the following instrument(s) by his/her sole signature and act, any and all bonds recognizances contracts of indemnity and other writings obligatory in the nature of a bond recognizance or conditional undertaking and any and all consents incident thereto and to bind the Companies thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This appointment is made under and by authority of the following Standing Resolutions of said Companies which Resolutions are now in full force and effect

VOTED That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her

VOTED That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary

VOTED That any bond recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED That the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature 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

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

19

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/20/03 **SUBMITTED BY:** Sue Brock, 1st Assist.

AGENDA

DEPARTMENT: County Treasurer **ITEM**

COURT AGENDA DATE: 3/25/03 **PHONE NO.:** 281-341-3765 **#**

SUMMARY OF ITEM:
Payment of property purchased by Toll Road Authority.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No (x)

LIST SUPPORTING DOCUMENTS ATTACHED: FBC Toll Road Bill's approved 3/19/03

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A (?)	One Time ( )	Miscellaneous
Funding Source:	Recurring ( )	
fund 220 agcy 045 Object 2025	N/A ( )	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY

MARCH 19, 2003

			TOTAL	FORT BEND PARKWAY SECTION A	WESTPARK TOLL ROAD EXTENSION
INVOICES PRESENTED FOR APPROVAL		MAR 19, 2003	$667,858.72	$264,863 45	$402,995 27
				Page 2	Page 8
PROJECT COST TO DATE,	[1]	MAR 19, 2003	$9,425,142	$7,670,475	$1,754,667
PROJECT BUDGET			$15,000,000	$10,195,000	$4,805,000
PROJECT BUDGET REMAINING		MAR 19, 2003	$5,574,858	$2,524,525	$3,050,333
				Page 3-7	Page 9-10
PROJECTED CASH AS OF		MAR 19, 2003	$4,953,243	Page 12-13	
INTEREST EARNINGS THROUGH		FEB 28, 2003	$131,123	Page 13	
HARRIS COUNTY LOAN BALANCE, Page 11		FEB 28, 2003	$15,203,298		
		INCLUDES GROSS INTEREST PAYABLE OF	$203,298	Average Rate	1 7924%
		NET INTEREST COST	$72,175	Average Rate	0 6363%

[1] Does not include cost incurred by the County or the Authority before April 2001.

REPORT PREPARED 18-Mar 2003

Pamela M. Logsdon
Certified Public Accountant
8552 Katy Freeway, Suite 122 Houston, Texas 77024.1804
[713] 984.1395 [713]984.1390 Fax [713] 827.0649 pmlog@aol.com

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF INVOICES FOR BOARD APPROVAL
MARCH 19, 2003

PARKWAY SECTION A

ENGINEERING & CONSTRUCTION	
AGUIRRE & FIELDS LP [Fields Engineering Consultants, Inc.]	2,182.00
BERG OLIVER ASSOCIATES, INC	2,050 00
CARTER & BURGESS, INC [Sec 5]	
DANNENBAUM ENGINEERING CORP [Sec 4]	35,903 48
ELECTRONIC TRANSACTION CONSULTANTS	
HUITT-ZOLLARS, INC [Sec 3]	14,876 60
KELLOGG BROWN & ROOT [Sec 1]	
LJA ENGINEERING & SURVEYING	----
BOUNDARY SURVEY	
AERIAL MAPPING	
DRAINAGE STUDY	
MISC RIGHT OF WAY	16,699 80
PATE ENGINEERS, INC. [Sec 2]	
RYDER SCOTT COMPANY	
WILBUR SMITH & ASSOC.	
STEWART TITLE	
TEDSI INFRASTRUCTURE GROUP, INC	4,126 30
TEJAS SURVEYING, INC	
TRAFFIC ENGINEERS, INC. (TEI)	24,738 19
TURNER COLLIE & BRADEN	94,843.30
TOTAL ENGINEERING & CONSTRUCTION	**195,419.67**
OPERATING COSTS	
PAMELA M. LOGSDON, CPA	
VINSON & ELKINS, L L P.	----
GENERAL	5,459 29
ADDITIONAL SERVICES - CONSTRUCTION	11,067 55
RIGHT-OF-WAY	50,991 97
SOUTHERN NATIONAL BANK	
WJ INTEREST	----
CONSULTING SERVICES	1,399 97
OFFICE SPACE & ADMINISTRATIVE SUPPORT	525 00
TOTAL OPERATING COSTS	**69,443.78**
TOTAL - PARKWAY SECTION A	**264,863.45**

FORT BEND COUNTY TOLL ROAD AUTHORITY
PRE-BOND SALE BUDGET - APPROVED BY COMMISSIONERS COURT APRIL 24, 2001
FORT BEND PARKWAY SECTION A
MARCH 19, 2003

	ORIGINAL BUDGET APR 24, 2001 [A]	CHANGE ORDERS/ ADJUSTMENTS [B]	REVISED BUDGET [A] + [B] = [C]	COST TO DATE MAR 19, 2003 [D]	UNDER (OVER) EXPENDED DOLLARS REMAINING [C] - [D] = [E]	% DOLLARS REMAINING [E]/[C] =
I. GEC & PRELIMINARY ENGINEERING						
TC&B - GEC PRELIMINARY ENGINEERING SERVICES	270,082	75,918	346,000	434,973	(88,973)]	
TC&B - GEC FINAL DESIGN SERVICES	1,709,549	(549)	1,709,000	1,532,978	176,022]	
TC&B - PRELIMINARY DIRECT EXPENSES	79,975	(53,975)	26,000	26,360	(360)]	
TC&B - FINAL DIRECT EXPENSES	91,288	(288)	91,000	37,870	53,130]=	6 44%
LJA - R-O-W SURVEY & MAPPING	95 000	14 000	109,000	108 747	253]	
LJA - AERIAL MAPPING	52,935	65	53,000	52 935	65]	
LJA - DRAINAGE STUDY	123 000	0	123 000	117 635	5 365]=	1 99%
BOA - ENVIRONMENTAL UPDATE	150,000	(150 000)	0	0	0]	
BOA - PHASE I ESA		20,750	20,750	20,750	0]	
BOA - PHASE II ESA		69,144	69,144	69,144	0]	
BOA - SECTION 404 COMPLIANCE		43,772	43,772	39,395	4,377]	
BOA - UPDATE 1992 ENVIRONMENTAL ASSESSMENT		40,000	40,000	35,000	5,000]	
BOA - MITIGATION PLAN		8,500	8,500	3,000	5,500]	
BOA - REPORT ON ABANDONED WELLS/MATERIALS		16,500	16,500	14,650	1,850]=	8 02%
LJA - SECTION 404 SURVEYS		10,000	10,000	10,000	0	FINAL
TOTAL GEC & PRELIMINARY ENGINEERING	2,571,829	93,837	2,665,666	2,503,437	162,229	6.09%
II FINAL DESIGN ENGINEERING	2,778,000	(2,770,227)	7,773	0	7 773	
SECTION 1 - KELLOGG BROWN & ROOT		836,804	836 804	758 293	78 511	9 38%
SECTION 2 - PATE ENGINEERS, INC		644,987	644,987	590 838	54 149	8 40%
SECTION 3 - HUITT-ZOLLARS, INC		367,228	367 228	342,162	25,066	6 83%
SECTION 4 - DANNENBAUM ENGINEERING CORP		548,279	548,279	523,341	24,938	4 55%
SECTION 5 - CARTER & BURGESS, INC.		1,075,413	1,075,413	403,951	671,462	62 44%
ILLUMINATION - TEDSI		98,371	98,371	78,400	19,971	20 30%
SIGNING,PAVEMENT,MARKING, & SIGNALS - TEI		194,070	194,070	175,531	18,539	9 55%
TOLL COLLECTIONS & INCIDENT MGT - ETC		199,500	199,500	0	199,500	100 00%
BRIDGE AESTHETIC DESIGN - FIELDS		24,420	24,420	24,420	0	FINAL
ARCHITECTURAL DESIGN-TOLL PLAZAS - STOA, INC		PENDING	0	0	0	
LANDSCAPE ARCHITECT - SWA $30,000		PENDING	0	0	0	
PTI-DESIGN GRIFFIN WILLOW DRIVE		40,850	40,850	0	40,850	100 00%
TOTAL FINAL DESIGN ENGINEERING	2,778,000	1,259,695	4,037,695	2,896,936	1,140,759	28.25%
III RIGHT-OF-WAY ACQUISITION						
LAND ACQUISITION - PAID	1 500,000		1,500,000	1,335 757	164 243	10 95%
LEGAL FEES	800,000		800,000	314 573	485 427	60 68%
TITLE INSURANCE and CLOSING COSTS	192,000		192,000	7,278	184,722	96 21%
APPRAISALS	96,000		96,000	80,800	15 200	15 83%
ENVIRONMENTAL	96,000	(3,500)	92,500	0	92,500	100 00%
MAPPING - LJA		3,500	3,500	3,500	0	FINAL
MISC SURVEYING SERVICES - LJA		47,833	47,833	38,033	9,800	20 49%
PETROLEUM CONSULTANT-RYDER SCOTT CO		30,000	30,000	9,866	20,134	67 11%
LAND OWNERSHIP RESEARCH-BYRD LAND SERVICES		5,000	5,000	7,904	(2,904)	FINAL
TOPO and METES & BOUNDS-TEJAS SURVEYING		14,000	14,000	8,000	6,000	42.86%
TOTAL RIGHT-OF-WAY ACQUISITION	2,684,000	96,833	2,780,833	1,805,711	975,122	35.07%
IV UPDATE TRAFFIC & REVENUE STUDY						
W SMITH ASSOC-Traffic & Revenue Study		9,500	9 500	9 500	0	FINAL
W SMITH ASSOC-Update Investment Grade Study	100,000	50,500	150,500	82,763	67,737	45 01%
MISSOURI CITY - Economic/Land Use Study		5,000	5,000	0	5,000	100 00%
TOTAL UPDATE TRAFFIC & REVENUE STUDY	100,000	65,000	165,000	92,263	72,737	44.08%
V CONSTRUCTION						
TURNER COLLIE & BRADEN - GEC		0	0	9,150	(9,150)	
UTILITY RELOCATION-KINDER MORGAN		384,693	384,693	0	384,693	
UTILITY RELOCATION - CENTERPOINT ENERGY		157,000	157,000	350	156,650	
UTILITY RELOCATION - CENTANT INTRASTATE		400,400	400,400	0	400,400	
MATERIALS TESTING - HVJ ASSOCIATES [MANAGER]		184,940	184,940	0	184,940	
MATERIALS TESTING - GEOTECH ENGINEERING & TESTING		169,329	169,329	0	169,329	
MATERIALS TESTING - GEOTEST ENGINEERING INC		170 567	170,567	0	170 567	
MATERIALS TESTING - TOLUNAY-WONG ENGINEERS,INC		181,995	181 995	0	181 995	
TOTAL CONSTRUCTION	0	1,648,924	1,648,924	9,500	1,639,424	99.42%

FORT BEND COUNTY TOLL ROAD AUTHORITY
PRE-BOND SALE BUDGET - APPROVED BY COMMISSIONERS COURT APRIL 24, 2001
FORT BEND PARKWAY SECTION A
MARCH 19, 2003

	ORIGINAL BUDGET APR 24, 2001 [A]	CHANGE ORDERS/ ADJUSTMENTS [B]	REVISED BUDGET [A] + [B] = [C]	COST TO DATE 0 [D]	UNDER (OVER) EXPENDED DOLLARS REMAINING [C] - [D] = [E]	% DOLLARS REMAINING [E]/[C] =
VI TECHNICAL SUPPORT SERVICES TO AUTHORITY	100,000	(85,000)	15,000	0	15,000	
PUBLIC RELATIONS - MARION MONTGOMERY, INC		25,000	25,000	24,223	777	3 11%
GROUND BREAKING CEREMONY-M MONTGOMERY,INC.		25,000	25,000	6 850	18,150	72 60%
TREES FOR HOUSTON -10% of Collections		0	0	0	0	
TOTAL TECHNICAL SUPPORT SERVICES	**100,000**	**(35,000)**	**65,000**	**31,073**	**33,927**	**52.20%**
VII AUTHORITY OPERATING COSTS						
CONSULTING	70,000	30,000	100 000	83 806	16 194	16 19%
LEGAL	70,000	30,000	100,000	90 513	9 487	9 49%
ACCOUNTING	30,000	15,000	45 000	27 325	17,675	39 28%
MISC	30,000	15,000	45 000	22,596	22 404	49 79%
		0	0	0	0	
TOTAL AUTHORITY OPERATING COSTS	**200,000**	**90,000**	**290,000**	**224,240**	**65,760**	**22.68%**
VIII CONTINGENCY [10%]	843,383	(2,301,501)	(1,458,118)	0	(1,458,118)	
VINSON & ELKINS - ADDTL SERV-CONSTRUCTION				57,315	(57,315)	
VINSON & ELKINS - COPYRIGHT				0	0	
FIRST SOUTHWEST COMPANY				50,000	(50,000)	
TOTAL CONTINGENCY	**843,383**	**(2,301,501)**	**(1,458,118)**	**107,315**	**(1,565,433)**	**107.36%**
TOTAL PRE-BOND SALE BUDGET	**9,277,212**	**917,788**	**10,195,000**	**7,670,475**	**2,524,525**	**24.76%**

REPORT PREPARED 18-Mar-2003

COST PRIOR TO APRIL 2001			
WILBUR SMITH ASSOCIATES		224,502	FINAL
WILBUR SMITH ASSOCIATES		18 000	FINAL
WILBUR SMITH ASSOCIATES		4 000	FINAL
WILBUR SMITH ASSOCIATES		21,250	FINAL
EARTH TECH - Schematic Update & Investment Grade Study		400 000	FINAL
CONSULTING		68 676	FINAL
MISC		1,640	FINAL
TOTAL COSTS PRIOR TO APRIL 2001		**738,068**	
TOTAL EXPENDED - SECTION A		**8,408,543**	-
LAND PURCHASES APPROVED NOT YET PAID		**$1,558,253**	
LAND ACQUISITION PAID & UNPAID OF	**$2,894,010**		

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
MARCH 19, 2003

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
FORT BEND PARKWAY SECTION A			
BERG OLIVER ASSOCIATES, INC [BOA]			
[1] Environmental Studies, Phase I, II & Section 404	Lump Sum, Contract	$91,722	May 2001
Compliance [Wetlands delineation & permitting]	*identifies extras as needed*	34,444	C/O Oct 23,01
PROJECT # 3341ES01		7,500	C/O Feb 19,02
Mitigation Plan		8,500	C/O Nov 20,02
Assessment/Report on Abandoned Wells/Materials		16,500	C/O Nov 20,02
		$158,666	TOTAL
			Approved FBCTRA
[2] Environmental Assessment - Update 1992 study	*Lump Sum*	$40,000	*March 20,2002*
PROJECT # 3746ES02			
BYRD LAND SERVICES, INC.	FINAL - $7,904		Approved FBCTRA
Research mineral estate ownership			July 3,2002
CARTER & BURGESS, INC.			
Section 5 - Final Design Engineering	*Lump Sum*	$789,419	*Dec 12, 2001*
		285,994	C/O Apr 17,02
		$1,075,413	TOTAL
CENTANA INTRASTATE PIPELINE, LLC			Approved FBCTRA
Utility Relocation - Section__	Not to exceed	$400,400	Jan 15, 2003
CENTERPOINT ENERGY HOUSTON ELECTRICT LLC			*Approved FBCTRA*
Utility Relocation - Sections 2 and 5	Not to exceed	$157,000	Nov 20, 2002
DANNENBAUM ENGINEERING CORPORATION			
Section 4 - Final Design Engineering	Lump Sum	$548,279	FEB 13, 2002
ELECTRONIC TRANSACTION CONSULTANTS [ETC]			
Engineering - Toll Collection & Incident Camera	Lump Sum-400 calendar days	*$199,500*	*Apr 30, 2002*
FIELDS ENGINEERING CONSULTANTS, INC. [FIELDS]	FINAL - $24,420		
AGUIRRE & FILEDS LP [name change August 2002]			
Engineering - Bridge Aesthetic Design			Apr 23, 2002
FOX & BUBELA, INC.			
Land Appraisal ROW	Per Parcel/Per Hour		*April 2001*
GEOTECH ENGINEERING & TESTING			Approved FBCTRA
Materials Testing Sections 1 and 4	Not to Exceed	$169,329	Jan 15, 2003
GEOTEST ENGINEERING, INC.			Approved FBCTRA
Materials Testing Section 1	Not to Exceed	$170,567	Jan 15, 2003
HVJ ASSOCIATES, INC. [MANAGER]			Approved FBCTRA
Materials Testing Manager and Section 2	Not to Exceed	$184,940	Jan 15, 2003
HUITT-ZOLLARS, INC			Approved FBCTRA
Section 3 - Final Design Engineering	Lump Sum	$367,228	Feb 20 2002
KELLOGG BROWN & ROOT [KBR]			Approved FBCTRA
Section 1 - Final Design Engineering	Lump Sum	$836,804	Dec 19, 2001
KINDER MORGAN SHIP CHANNEL PIPELINE, LP			Approved FBCTRA
Utility Relocation Agreement-South of FM 2234	Not to Exceed	$384,693	Dec 18, 2002
	APRIL 2003		

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
MARCH 19, 2003

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
FORT BEND PARKWAY SECTION A			
LJA ENGINEERING & SURVEYING, INC [LJA]			
[1] R-O-W- Survey & Mapping [Job # 00-434]	Lump Sum	$95,000 12,585 $107,585	April 2001 C/O Feb 20,02
[2] Drainage Study [Job # 01-020R]	Time & Materials + Expenses	$123,000	April 2001
[3] Aerial Mapping [Job # 01-122]	Lump Sum	$52,935	April 2001
[4] Engineering - Right-of-Way Acquisition Mapping [Job # 02-205]	FINAL - $3,500		Approved FBCTRA March 20,2002
[5] Surveys for Army Corps of Engineers 404 Permit [Job # 02-277]	FINAL - $10,000		Approved FBCTRA Aug 21,2002
[6] Misc Surveys [Job # Various]	Not to exceed	$20,000	Approved FBCTRA Jul 3,2002
Additional R-O-W mapping & legal descriptions		27,833 $47,833	C/O Nov 20,02
MISSOURI CITY			Approved FBCTRA
Economic development study of Missouri City for site assessment of the section that is located in the City	Not to exceed March 2003	$5,000	Nov 20, 2002
PATE ENGINEERS, INC.			
Section 2 - Final Design Engineering	Lump Sum	$644,987	FEB 13, 2002
PTI, INC.			Approved FBCTRA
Design of Griffin Willow Drive	Not to exceed	$40,850	July 3 2002
RYDER SCOTT COMPANY			Approved FBCTRA
Petroleum Consultant	Not to exceed	$30,000	July 3,2002
WILBUR SMITH ASSOCIATES			Approved FBCTRA
[1] Traffic and Revenue Study	FINAL - $9,500		Nov 28, 2001
[2] Update Investment Grade Study	Lump Sum - 4 months	$151,391	May 15,2002 -
STEWART'S APPRAISAL SERVICE			
Land Appraisal ROW	Per Parcel/Per Hour		April 2001
STOA, INC.			
Architectural Design for Toll Plazas			**PENDING**
SWA			
Landscape Architect	Not to exceed	$30,000	**PENDING**
TEJAS SURVEYING, INC.			Approved FBCTRA
Topo Surveying & Metes & Bounds-Drainage easement south of Hwy 6-	Lump Sum-60 days	$14,000	July 17,2002
TEDSI INFRASTRUCTURE GROUP			Approved FBCTRA
Engineering - Illumination	Lump Sum-365 calendar days	$82,526	March 20,2002
	Change Order for revision to toll collection plan	15,845 $98,371	C/O Feb 19,03
TOLUNAY-WONG ENGINEERS,INC.			Approved FBCTRA
Materials Testing Sctions 3 and 5A	Not to Exceed	$181,995	Jan 15, 2003
TRAFFIC ENGINEERS, INC. [TEI]			Approved FBCTRA
Engineering - Signing, Pavement Markings & Signals	Lump Sum-365 calendar days	$194,070	March 20,2002
TURNER, COLLIE & BRADEN, INC. [TC&B]			
General Engineering Consultant (GEC)	40,205	$3,862,012	25-Apr-2001

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
MARCH 19, 2003

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
GENERAL CONSULTING			
FIRST SOUTHWEST COMPANY			
Financial Advisor	Based on amount of bonds sold		April 2001
FULBIRGHT & JAWORSKI LLP	% of Bonds Sold		Approved FBCTRA
Underwirtier Counsel			Feb 19,2003
PAMELA M. LOGSDON, CPA			
Accounting	Hourly + expenses		April 2001
MARION MONTGOMERY, INC			Approved FBCTRA
Public Relations		$25,000	Jan 16, 2002
Ground Breaking Ceremony		25,000	Nov 20, 2002
		$50,000	
TREES FOR HOUSTON			*Approved FBCTRA*
Tree Planting	10% of funds collected		Jan 15, 2003
UNDERWRITERS	**% of Bonds Sold**		Approved FBCTRA
Goldman, Sachs, & Co [Lead]	**50.0%** of fee		Feb 19,2003
UBS PaineWebber Inc	**25.0%** of fee		
RBC Dain Rauscher Inc	**12.5%** *of fee*		
Loop Capital Markets, LLC	**12.5%** of fee		
VINSON & ELKINS, LLP			
General Legal Counsel	Hourly		April 2001
Bond & Disclosure Counsel	% of Bonds sold		Feb 19, 2003
WJ INTEREST, LLC			
General Consulting	**Monthly** + per hour after 60 hours per quarter		July 1999
Office Space and Administrative Support	**Monthly**		April 2001

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF INVOICES FOR BOARD APPROVAL
MARCH 19, 2003

WESTPARK TOLL ROAD

ENGINEERING & CONSTRUCTION	
AGUIRRE & FIELDS, LP [Section 1]	72,218 82
ARCADIS G&M, INC. [Section 4]	33,697 86
BROWN & GAY ENGINEERS, INC. [GEC]	121,722 26
FOX & BUBELA, INC	
HALFF ASSOCIATES, INC [Section 5]	29,986 08
HNTB [Section 3]	23,147.44
LOCKWOOD, ANDREWS & NEWNAM, INC [Section 2]	36,657 74
STORK SOUTHWESTERN LABORATORIES, INC	
TERRA-MAR, INC	22,510 00
TURNER COLLIE & BRADEN [Section 6]	59,155.30
TOTAL ENGINEERING & CONSTRUCTION	**399,095.50**
OPERATING COSTS	
VINSON & ELKINS, L.L P	-----
GENERAL	
ADDITIONAL SERVICES - CONSTRUCTION	731.05
RIGHT-OF-WAY	1,768.75
WJ INTEREST	
CONSULTING SERVICES	1,399 97
PAMELA M. LOGSDON, CPA	-
TOTAL OPERATING COSTS	**3,899.77**
TOTALS	**402,995.27**

REPORT PREPARED 18-Mar-2003

FORT BEND COUNTY TOLL ROAD AUTHORITY
PRE-BOND SALE BUDGET - APPROVED BY COMMISSIONERS COURT APRIL 2001
WESTPARK TOLL ROAD EXTENSION
MARCH 19, 2003

	ORIGINAL BUDGET APR 24, 2001 [A]	CHANGE ORDERS/ ADJUSTMENTS [B]	REVISED BUDGET [A] + [B] = [C]	COST TO DATE MAR 19, 2003 [D]	UNDER (OVER) EXPENDED [C] - [D] = [E]	
I GEC & PRELIMINARY ENGINEERING						
W SMITH - Investment Grade Traffic Study	331,228		331 228	331 228	0	FINAL
TC&B - Investment Grade Eng Study	420 449		420 449	420 449	0	FINAL
BROWN & GAY - GEC						
Project Start-Up		607,856	607,856	300 518	307 338	
Engineering		1,374 044	1 374 044	196 839	1 177 205	
Expenses		140,275	140,275	5,387	134,888	
TOTAL GEC & PRELIMINARY ENGINEERING	751,677	2,122,175	2,873,852	1,254,421	1,619,431	
II FINAL DESIGN ENGINEERING						
SECTION 1 - AGUIRRE & FIELDS, LP		585,234	585,234	123,475	461 759	
SECTION 2 - LOCKWOOD, ANDREWS & NEWNAM, INC		447,182	447,182	36 658	410,524	
SECTION 3 - HNTB		389,901	389,901	69,065	320,836	
SECTION 4 - ARCADIS		448,699	448,699	33,698	415,001	
SECTION 5 - HALFF ASSOCIATES		441 374	441,374	29 986	411 388	
SECTION 6 - TC&B		559,015	559 015	59 155	499 860	
GEOTECHNICAL - STORK SW LABS [MANAGER]		56 312	56,312	0	56 312	
GEOTECHNICAL - PSI		51,084	51,084	0	51 084	
GEOTECHNICAL - TERRA MAR		44,970	44,970	22,510	22,460	
TOTAL FINAL DESIGN ENGINEERING	0	3,023,771	3,023,771	374,547	2,649,224	
III RIGHT-OF-WAY ACQUISITION						
LEGAL FEES		20,000	20,000	32,141	(12,141)	
APPRAISALS		50,000	50,000	5,850	44,150	
ENVIRONMENTAL - PHASE II STUDY		30,000	30,000	0	30,000	
SURVEYING		4 800	4 800	4 800	0	
TITLE WORK - STEWART TITLE			0	0	0	
TOTAL RIGHT-OF-WAY ACQUISITION	0	104,800	104,800	42,791	62,009	
V CONSTRUCTION						
GEC - Brown & Gay		1,912,840	1,912,840		1,912,840	
TOTAL CONSTRUCTION	0	1,912,840	1,912,840	0	1,912,840	
VII. OPERATING COSTS					-	
CONSULTING			0	7 253	(7 253)	
LEGAL FEES			0	0	0	
ACCOUNTING			0	715	(715)	
MISC			0	0	0	
TOTAL RIGHT-OF-WAY ACQUISITION	0	0	0	7,968	(7,968)	
VII CONTINGENCIES	48,323	(3,158,586)	(3,110,263)		(3,110,263)	
VINSON & ELKINS - GENERAL	0	0	0	16,748	(16,748)	
VINSON & ELKINS - ADDTL SERV-CONSTRUCTION	0	0	0	8,158	(8,158)	
FIRST SOUTHWEST COMPANY	0	0	0	50,000	(50,000)	
MISC	0	0	0	34	(34)	
TOTAL CONTINGENCIES	48,323	(3,158,586)	(3,110,263)	74,940	(3,185,203)	
TOTALS - PRE-BOND SALE BUDGET	800,000	4,005,000	4,805,000	1,754,667	3,050,333	
COST PRIOR TO APRIL 2001						
W SMITH - Extension [1999]				11,500		FINAL
TOTAL EXPENDED - WESTPARK				1,766,167		

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
MARCH 19, 2003

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
WESTPARK TOLL ROAD EXTENSION			
AGUIRRE & FIELDS, LP			Approved FBCTRA
Section 1 - Final Design Engineering		$585,234 40	Dec 18,2002
ARCADIS G & M, INC			Approved FBCTRA
Section 4 - Final Design Engineering	Not to Exceed	$448,699	Jan 15, 2003
BROWN & GAY ENGINEERS, INC.			Approved FBCTRA
General Engineering Consultant (GEC)	T & E - 1,095 days	$4,035,015	Oct 16,2002
FOX & BUBELA, INC			Approved FBCTRA
Land Appraisal ROW	Per Hour-METRO	$150	July 18 2001
	Per Parcel-Adjoining Property	$1,000-$1,200	
HALFF ASSOCIATES, INC			Approved FBCTRA
Section 5 - Final Design Engineering	Not to Exceed	$441,374	Jan 15, 2003
HNTB			Approved FBCTRA
Section 3 - Final Design Engineering		$389,901 00	Dec 18,2002
LOCKWOOD, ANDREWS & NEWNAM, INC.			Approved FBCTRA
Section 2 - Final Design Engineering		$447,182 07	Dec 18,2002
LJA ENGINEERING & SURVEYING, INC. [LJA]			Approved FBCTRA
Metes & Bounds [02-329]	FINAL - $4,800		May 15,2002
PSI			Approved FBCTRA
Geotechnical	Not to Exceed	$51,084	Jan 15, 2003
WILBUR SMITH ASSOCIATES			
Extension [1999]	FINAL - $11,500		
Investment-Grade, Traffic & Revenue Study	2,100	$331,228	April 2001
STORK SOUTHWESTERN LABORATORIES, INC.			Approved FBCTRA
Geotechnical - Manager		$56,312 50	Dec 18,2002
STEWART'S APPRAISAL SERVICE			
Land Appraisal ROW	Per Parcel-METRO	$2,500	JULY 18, 2001
	Per Parcel-Adjoining Property	$900-$1,000	
STEWART TITLE COMPANY			Approved FBCTRA
Title work			March 20,2002
TERRA MAR			Approved FBCTRA
Geotechnical	Not to Exceed	$44,970	Jan 15, 2003
TURNER, COLLIE & BRADEN, INC.			
Investment Grade Feasibility Study	FINAL - $420,449	$420,449	April 2001
			Approved FBCTRA
Section 6 - Final Design Engineering	Not to Exceed	$559,015	Jan 15, 2003

FORT BEND COUNTY TOLL ROAD AUTHORITY
INTEREST DUE HARRIS COUNTY TOLL ROAD AUTHORITY
FEB 28, 2003

DATE	# OF DAYS	CMT RATE @ 1st of Month [1]	MONTHLY INTEREST	BALANCE DUE HARRIS COUNTY
Apr-2002		2.4800%		$0 00
28-May-2002	Receipt of funds by Fort Bend County			$15,000,000 00
31-May-2002	3	2 4800%	3,057.53	15,003,057 53
30-Jun-2002	30	2.3500%	28,978 51	15,032,036.04
31-Jul-2002	31	2.2000%	28,087 26	15,060,123 30
31-Aug-2002	31	1 9600%	25,069 95	15,085,193.25
30-Sep-2002	30	1 7600%	21,821 87	15,107,015 12
31-Oct-2002	31	1.7200%	22,068 66	15,129,083 78
30-Nov-2002	30	1.6500%	20,517 52	15,149,601 30
31-Dec-2002	31	1.4900%	19,171 51	15,168,772 81
31-Jan-2003	31	1.4500%	18,680 45	15,187,453 26
28-Feb-2003	28	1.3600%	15,844 88	15,203,298.14
31-Mar-2003		1 3000%		
30-Apr-2003				
	276	1.7924%	$203,298.14	

INVESTMENT INTEREST EARNINGS [page 9] AS OF FEB 28, 2003		1.4702%	131,122.68
NET COST OF LOAN AS OF	**FEB 28, 2003**		72,175.46
CUMULATIVE NET EFFECTIVE INTEREST RATE			0.6363% [2]

[1] Interest rate is the US GOVERNMENT SECURITIES-TREASURY CONSTANT MATURITIES - 1 YEAR and obtained from the following web site "federalreserve.gov/releases/h15" Per Tri-Party Agreement "the rate used each month shall be the previous months average 1 year Constant Maturity Treasury yield..."

[2] CUMULATIVE NET EFFECTIVE INTEREST RATE calculation does not include compound interest. Rate based on original loan value of $15,000,000

FORT BEND COUNTY TOLL ROAD AUTHORITY
TOTAL EXPENDITURES FROM HARRIS COUNTY TOLL ROAD AUTHORITY LOAN - $15,000,000
MARCH 19, 2003

Payments from HCTRA loan proceeds			PARKWAY SECTION A	WESTPARK
FBCTRA Approved	Date Paid			
May 15,2002	04-Jun-02	[1]	401,757 24	16,890 29
Jul 3,2002	05-Aug-02	[1]	332 252 45	
Jul 3,2002	16-Aug-02	[1]		22,495 97
Jul 17,2002	05-Aug-02	[1]	650 960 02	0 00
Aug 21,2002	25-Sep-2002	[1]	555 45	
Aug 21,2002	04-Oct-2002	[1]	676,749 34	75,685 53
Aug 21,2002	04-Oct-2002	[1]	60,011.75	
Sep 18,2002	04-Oct-2002	[1]	519,506 32	9,623 06
Sep 18,2002	11-Oct-2002	[2]	7,865 92	
Aug 21,2002	01-Nov-2002	[1]	125,596 20	
Sep 18,2002	01-Nov-2002	[1]	458 05	
Oct 16 2002	01-Nov-2002	[1]	628 751 16	4 454 98
Sep 18 2002	27-Dec-2002	[2]	252,832 57	
Oct 16,2002	16-Jan-2003	[1]	27,630 03	
Nov 20,2002	16-Jan-2003	[1]	594,019 05	34 29
Dec 18,2002	16-Jan-2003	[1]	302,395 10	2,199 08
Dec 18,2002	16-Jan-2003	[1]	13,070 00	
Dec 18,2002	21-Jan-2003	[1]	326,364 00	
Jan 15,2003	21-Jan-2003	[1]	509,843 00	
Jan 15 2003	29-Jan-2003	[1]	874 65	
Jan 15,2003	06-Feb-2003	[1]	212,536 80	261,141 85
Feb 19, 2003	*06-Mar-2003*	[2]	*257 751 83*	*227,298 01*
Dec 18,2002	06-Mar-2003	[2]	45 564 09	
Mar 19, 2003		[2]	264,863 45	402,995 27
Cumulative payments from loan since June 1, 2002			6,212,208 47	1,022,818 33
TOTAL EXPENDITURES FROM LOAN				(7,235,026 80)
HCTRA LOAN PROCEEDS, MAY 28, 2002				15,000,000 00
Repay loan to Ft.Bend County	**MAY 2002**			(2,200,000 00)
	OCTOBER 2002			(805,000 00)
Balance remaining on Ft.Bend County $2 2 million General Fund Loan, May 31, 2002				65,594 93
TRANSFERS TO FT BEND COUNTY's GENERAL FUND [Interest on investments]				(3,167 98)
UNLOCATED DIFFERENCE	**MAY 31, 2002**			(279 68)
INVESTMENT INTEREST EARNINGS,	**FEB 28, 2003**		[3]	131,122 68
NET BALANCE OF LOAN,	**MARCH 19, 2003**			
[Excludes unpaid interest expense of	**$203,298.14 (page 11)]**			$4,953,243 15
			4,953,243.15	[See page 13]
			$0.00	difference

[1] Date approved by the Authority/Date paid by Fort Bend County
[2] Date approved by the Authority PAYMENT PENDING BY FT BEND COUNTY
[3] Interest earned since receipt of HCTRA funds on May 28, 2002 Provided by Ft Bend County

FORT BEND COUNTY TOLL ROAD AUTHORITY

INVESTMENTS AND INTEREST EARNINGS ON HARRIS COUNTY LOAN - $15,000,000

[INFORMATION PROVIDED BY FT BEND COUNTY TREASURERS OFFICE]

FEB 28, 2003

	MBIA	LOGIC	SNB	TOTAL
FEB 28, 2003	INVESTMENT BALANCES			
	1,053,511.18	670,364.57	4,427,840.05	$6,151,715.80
	17.13%	10.90%	71.97%	
FEB 28, 2003	INVESTMENT RATES			
	1.230%	1.3207%	1.550%	1.470%
INVESTMENT INTEREST EARNINGS				
31-May-2002			3,324 14	
30-Jun-2002	5,998 26	1,128.34	11,817.45	
31-Jul-2002	7,192.29	1,046.14	12,738.23	
31-Aug-2002	7,271.08	1,050.54	10,319.85	
30-Sep-2002	7,000.89	993 50	9,901 26	
31-Oct-2002	7,171 89	1,047 67	7,941 82	
30-Nov-2002	6,213.07	849 33	4,694 51	
31-Dec-2002	5,644.37	1,777 51	4,054.57	
31-Jan-2003	5,287 11	750 38	2,812 16	
28-Feb-2003	1,732 22	644.99	719 11	
31-Mar-2003				
TOTALS	53,511.18	9,288 40	68,323 10	$131,122.68

CASH RECONCILIATION	FEB 28, 2003	through	MAR 19, 2003
FEB 28, 2003	INVESTMENT BALANCES		$6,151,715 80
BILLS APPROVED NOT YET PAID THRU See page 9, footnotes [1 & 2]		MARCH 19, 2003	(1,198,472.65)
PROJECTED LOAN BALANCE,	MAR 19, 2003		$4,953,243.15

[See page 12]

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

DATE SUBMITTED: March 13, 2003	**SUBMITTED BY: Lydia Bourg, D.R.**	**AGENDA**
	DEPARTMENT: Environmental Health	**# 20**
COURT AGENDA DATE: March 25, 2003	**PHONE NO.: 281-238-3543**	

SUMMARY OF ITEM: Relocation of the platted water well and On-Site Sewage Facility on Lot 1, Block 6, Senna Point Subdivision, Section 3

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: Copy of recorded plat for lot, Construction drawing of proposed well and OSSF locations, Letters from Fort Bend County Environmental Health and Engineering Departments.

FINANCIAL SUMMARY:

BUDGETED ITEM: **ANNUALIZED DOLLARS:** **COMMENTS:**

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

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

FORT BEND COUNTY
RECEIVED
MAR 14 2003
COUNTY JUDGE

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

The Fort Bend County Environmental and Engineering Departments offer no objections to the proposed relocation of the water well and OSSF for this property.

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 11, 2003

Ms. Lydia Bourg
Fort Bend County Health Department
P. O. Box 668
Rosenberg, Texas 77471

RE: Relocation of the OSSF'S & Water Wells for Lot 1, Blk. 6
Sienna Point Subdivision, Section 3

Dear Ms. Bourg.

The Fort Bend County Engineering Department has reviewed the request for the referenced lots. The County interposes no objection to the proposed relocation of the OSSF and Water Well as submitted

Should you have any questions please do not hesitate to call

Sincerely,

Nathan D Hatcher
Assistant to County Engineer

NDH/mjs

cc: File

ENVIRONMENTAL HEALTH DEPARTMENT

Fort Bend County, Texas

AS PER ORIGINAL

Troy K Scaico
Director

(281) 342-7469 Office
(281) 342-5572 Fax

March 11, 2003

Mr Nathan Hatcher
Fort Bend County Engineering Dept
1124-52 Blume Rd
Rosenberg, Texas 77471

By fax 281 342 7366

Re **Relocation of the OSSFs & water wells for Lot 1, Block 6, Section 3, Sienna Point Subdivision**

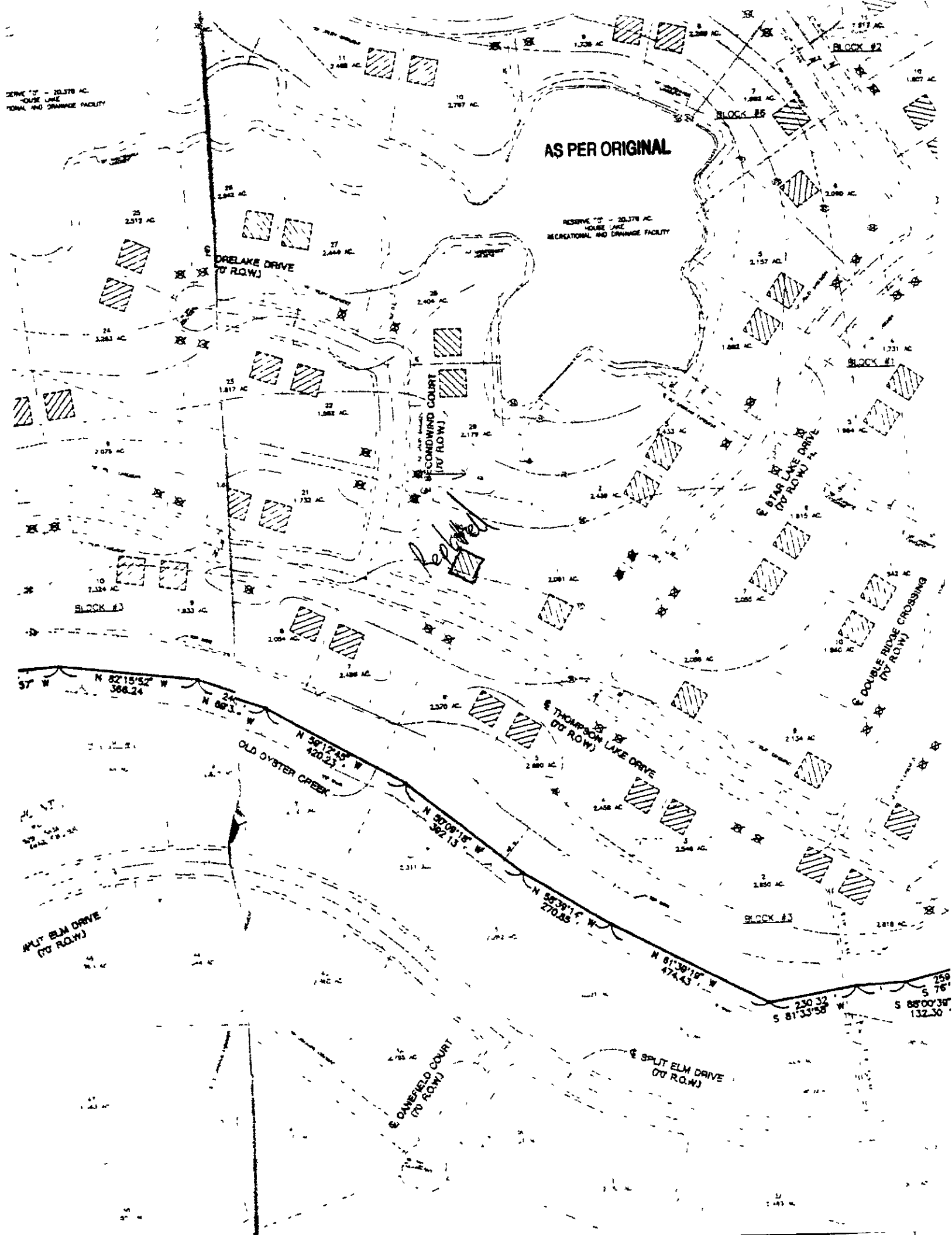
Mr Hatcher,

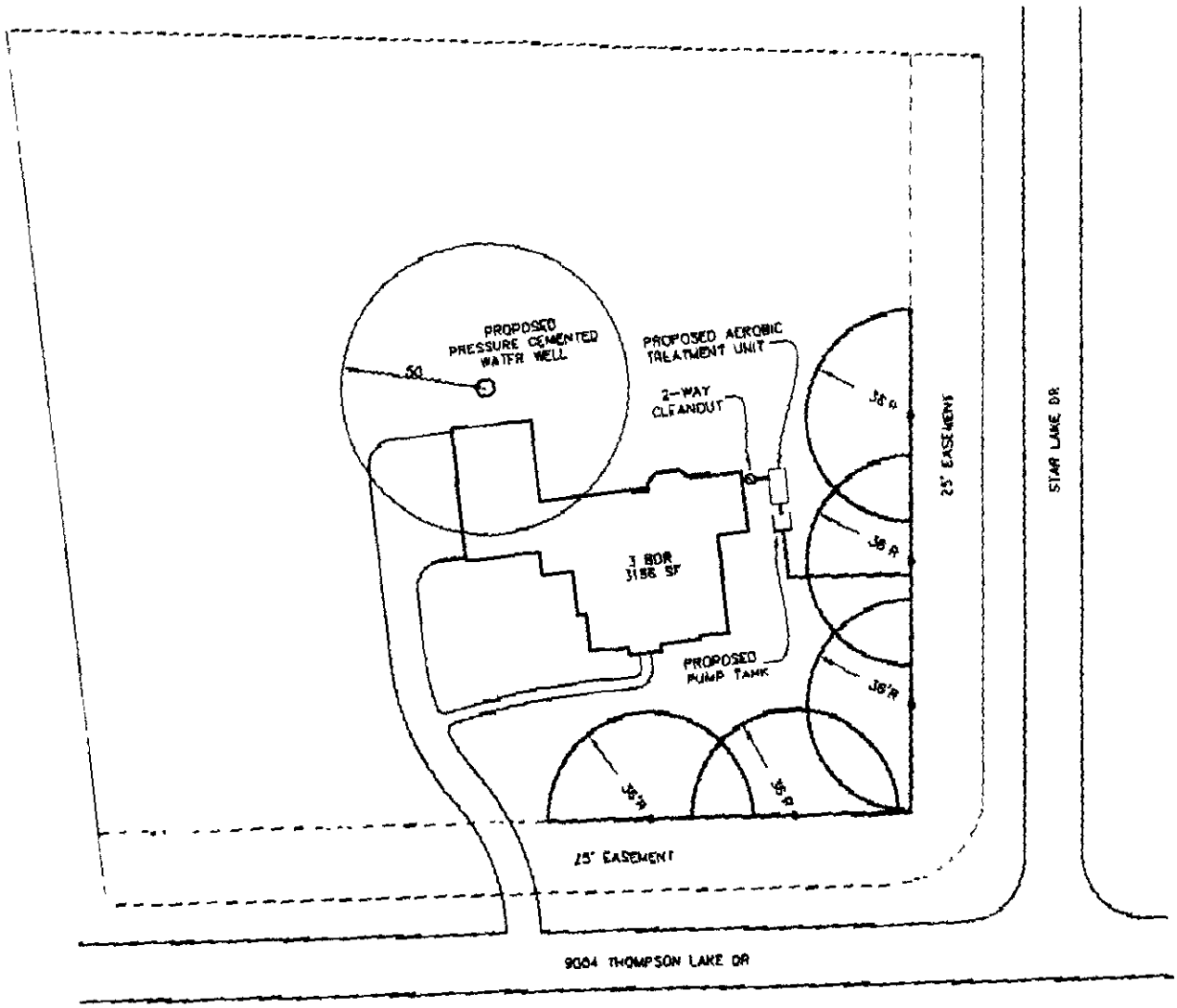
The Fort Bend County Health Department has received a request to relocate the water well & On-Site Sewage Facility for Lot 1, Block 6, Section 3, Sienna Point Subdivision The property owner's Designer has submitted a revised layout that meets all setback requirements. The neighboring lots will not be affected if the OSSFs and wells for those lots are installed according to the plat I have included a copy of the new layout for this property for your review. Please let me know the results of your review and any recommendations you may have for this site

If I can be of further assistance to you, please contact me at the telephone number listed above

Sincerely,

Lydia Bourg, D R OS#6855
Inspector II


AS PER ORIGINAL
RESERVE "F" - 20.378 AC.
HOUSE LAKE
RECREATIONAL AND DRAINAGE FACILITY
BLOCK #2
BLOCK #5
BLOCK #1
BLOCK #3
BLOCK #3
SECONDWIND COURT
(70' R.O.W.)
STAR LAKE DRIVE
(70' R.O.W.)
DOUBLE RIDGE CROSSING
(70' R.O.W.)
THOMPSON LAKE DRIVE
(70' R.O.W.)
OLD OYSTER CREEK
SPLIT ELM DRIVE
(70' R.O.W.)
DANEFIELD COURT
(70' R.O.W.)
SPLIT ELM DRIVE
(70' R.O.W.)
N 82°15'52" W
388.24
N 56°12'45" W
420.23'
N 90°09'15" W
392.13'
N 56°39'15" W
270.83'
N 81°39'15" W
474.43'
S 81°33'58" W
230.32
S 88°00'39"
132.30
Legal



12-9-02

STATE OF TEXAS
SHELTON H CRONA
87746
LICENSED
PROFESSIONAL ENGINEER

OSSF DESIGN

FOR JAMES C LARUE

FORT BEND COUNTY, TEXAS

SCALE 1"=50'

FORM BO1

21

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2003

On this the 25 day of February, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 FIRE MARSHAL'S OFFICE Department # 40

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
RENTALS	010-040-0400-3020	$1,000
	TOTAL TRANSFERRED TO $	**$1,000**

TRANSFER FROM:

CAP ASSETS	010-040-0400-1011	$1,000
	TOTAL TRANSFERRED FROM $	**$1,000**

EXPLANATION Additional funds are needed to pay Nextel air time through September 30, 2003

Department Head V T Cooke Date 3-14-03

THE COUNTY OF FORT BEND **USE WHOLE DOLLARS ONLY**

BY _____

Robert E Hebert, County Judge

MAR 13 2003

Original to Budget Officer cc Commissioners Court

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

ORIGINAL

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 7, 2003	SUBMITTED BY: Sara Rosas	AGENDA # 22
	DEPARTMENT: JP 1-2 (019)	
COURT AGENDA DATE: March 25, 2003	PHONE NO.: 281-341-3743	

SUMMARY OF ITEM: Approve invoice #AD00491218 in the amount of $1500.00 from Harris County Auditor for autopsy ordered and performed in August 2002 but no invoiced was sent until 2003.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No (x)

LIST SUPPORTING DOCUMENTS ATTACHED: Copies of invoice, cause of death and po

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes (x) No ( ) N/A ( )	One Time ( )	
Funding Source: 010-045-0450-1000-4010	Recurring ( )	
Fund Agency Object	N/A ( )	

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

CC with back up:

(x) Auditor	(281-341-3774)	(x) Comm. Pct. 1	(281-342-0587)
(x) Budget Officer	(281-344-3954)	(x) Comm. Pct. 2	(281-403-8009)
(x) County Attorney	(281-341-4557)	(x) Comm. Pct. 3	(281-242-9060)
(x) 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:

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

INVOICE

Invoice / Statement No.: AD00491218

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500.00

Amount Paid: _____

(Please detach and mail this top portion with payment)

ID20804

DATE	DESCRIPTION	AMOUNT
11/05/02	02-275 [redacted] Judge Gary A Geick Autopsy date 08/07/2002 Date mailed 10/31/2002	1,500.00

The above amount is for an Out of County Autopsy and is due upon receipt of the invoice. Direct inquires to Accounts Receivable at 713-755-2807.

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV 10/98)

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

County Auditor Form 015
(Rev 06/87)

010-045-1000-4010-01
12 Digit Distribution

Harris County Treasurer
Vendor Name

74601945I-J
Vendor Number

1001 Preston, Suite 652
Address

PC00100001233
Purchase Order Number(s)

Houston, TX 77002
City

State | Zip Code | Date

List Invoice Numbers	
AD00491218 02-275	1,500.00
Total	1,500.00

County Auditor's Use Only

IAN Received _____

Check Type _____

Commissioners Court Date _____

Audited By _____

Posted By _____

Checked By _____

Gary L. Heick
Authorized Department Approval

Sara Rosas

Received:

Paid:

Treasurer's Register Stamp and Number

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

DATE SUBMITTED: March 18, 2003	**SUBMITTED BY:**	Judge Joel C. Clouser	**AGENDA ITEM**
	DEPARTMENT:	Justice of the Peace, Precinct 2	
COURT AGENDA DATE March 25, 2003	**PHONE NO**	281.403 8080 / 8082	# 23

SUMMARY OF ITEM.
Approve payment on invoice numbers AD00492461, AD00492472, AD00492480, AD00492481 and, AD00495140 from the Harris County Auditor in the amount of $1500 each for autopsies completed in 2002 but not received until 2003 **Total of invoices payable to the Harris County Treasurer: $7,500.**

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

LIST SUPPORTING DOCUMENTS ATTACHED:
See attached notes from the Auditor's office dated March 6, 2003. I am assuming that this was a budgeted expense per PO# 00100001233, attached Original invoices, Invoice Transmittal, and copies of autopsy reports also attached.

FORT BEND COUNTY RECEIVED MAR 19 2003

FINANCIAL SUMMARY

BUDGETED ITEM:	**ANNUALIZED DOLLARS: $ UNKNOWN**	**COMMENTS:**
Yes (X) No ( ) N/A ( )	One Time ( ) Recurring (X) N/A ( )	**Following procedures from the County Judge's office for this type of situation.**
Funding Source Fund 045-4010 CHS/ Agency	**Object Code: 010 045 0450 1000 4010**	**Fees and Services**

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

Copy with back-up to:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

County Auditor Form 1016
(Rev 02/98)

12 Digit Distribution
010 045 0450 1000 4010
Vendor Number
746019451-J
Purchase Order Number(s)
PC 00100001233

Vendor Name
Harris County Treasurer
Address
1001 Preston, Suite 652
City
Houston

State	Zip Code	Date
TX	77002	3/18/2003

Description - Invoice Numbers	Amount
Invoice No AD00492461; 02-142 [redacted]	$ 1,500.00
Invoice No. AD00492472, 02-278 [redacted]	$ 1,500.00
Invoice No AD00492480, 02-307 [redacted]	$ 1,500.00
Invoice No AD00492481; 02-309 [redacted]	$ 1,500.00
Invoice No. AD00485140, 02-331 [redacted]	$ 1,500.00
NOTE: PO# above was assigned previously!	**Total** $ 7,500.00

[redacted]

Aida L. Evans
Authorized Department Approval

Treasurer's Register Stamp and Number

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

Invoice / Statement No.: AD00492461

INVOICE

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500.00

Amount Paid: _____

(Please detach and mail this top portion with payment)

DATE	DESCRIPTION	AMOUNT
12/03/02	02-142 [redacted] Judge Joel C Clouser Autopsy date 4/21/2002 Date mailed 11/8/2002	1,500.00

The above amount is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at 713-755-1160.

RECEIVED
DEC - 9 2002
COUNTY AUDITOR

REMIT PAYMENT TO: ***HARRIS COUNTY TREASURER***
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV 10/98)

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

INVOICE

Invoice / Statement No.: AD00492472

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500.00

Amount Paid: _____

(Please detach and mail this top portion with payment)

DATE	DESCRIPTION	AMOUNT
12/03/02	02-278 [redacted] Judge Joel C Clouser Autopsy date 8/8/2002 Date mailed 11/18/2002	1,500.00

The above amount is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at 713-755-1160.

RECEIVED
DEC - 9 2002
COUNTY AUDITOR

REMIT PAYMENT TO: ***HARRIS COUNTY TREASURER***
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV 10/98)

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

INVOICE

Invoice / Statement No.: AD00492480

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500.00

Amount Paid: _____

(Please detach and mail this top portion with payment)

DATE	DESCRIPTION	AMOUNT
12/03/02	02-307 [redacted] Judge Joel C Clouser Autopsy date 9/7/2002 Date mailed 11/8/2002	1,500.00

The above amount is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at 713-755-1160.

RECEIVED
DEC - 9 2002
COUNTY AUDITOR

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV. 10/98)

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

INVOICE

Invoice / Statement No.: AD00492481

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500.00

Amount Paid: _____

(Please detach and mail this top portion with payment)

DATE	DESCRIPTION	AMOUNT
12/03/02	02-309 [redacted] Judge Joel C Clouser Autopsy date 9/8/2002 Date mailed 11/18/2002	1,500.00

The above amount is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at 713-755-1160.

RECEIVED
DEC - 9 2002
COUNTY AUDITOR

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV 10/98)

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

Invoice / Statement No.: AD00495140

INVOICE

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

RECEIVED
FEB 11 2003
COUNTY AUDITOR

Amount Due: 1,500.00

Amount Paid: _____

(Please detach and mail this top portion with payment)

DATE	DESCRIPTION	AMOUNT
02/05/03	2002-331 [redacted] Judge Joel C Clouser Autopsy date 9/23/2002 Date mailed 1/21/2003	1,500.00

JUSTICE OF THE PEACE - PCT 2
03 FEB 12 PM 2:05

FORT BEND COUNTY RECEIVED
COUNTY JUDGE

The above amount is for an Out of County Autopsy and is due upon receipt of the invoice. Direct inquires to Accounts Receivable at 713-755-2807.

REMIT PAYMENT TO: ***HARRIS COUNTY TREASURER***
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV 10/98)

FORT BEND COUNTY

COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/7/03	**SUBMITTED BY:** JUDGE FAYE DETTLING	**AGENDA**
	DEPARTMENT: JP #3	# 24
COURT AGENDA DATE.	**PHONE NO.:** 281-494-7169	

SUMMARY OF ITEM:

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

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

1. **Completely fill out agenda form, incomplete forms will not be processed.**
2. **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:

JUSTICE OF THE PEACE, PRECINCT 3

Fort Bend County, Texas

FAYE DETTLING
Judge

(281) 494-7169
Fax (281) 242-3848

FORT BEND COUNTY RECEIVED
MAR 10 2003
COUNTY JUDGE

March 7, 2003

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

3,000

RE: REQUEST FOR PAYMENTS ON AUTOPSY'S FROM THE YEAR 2002

Please find attached the Request form to have these set on Commissioners Court Agenda, Invoice Transmittal, Harris County Invoice along with backup.

Thank you.

Carolyn Hart
Chief Clerk

FOR FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

County Auditor Form 1016
(Rev 06/87)

12 Digit Distribution

746918451 - J
Vendor Number

Purchase Order Number(s)

HARRIS COUNTY TREASURER
Vendor Name

1001 PRESTON, ROOM 652
Address

HOUSTON
City

TEXAS | 77002 | 03/07/03
State | Zip Code | Date

List Invoice Numbers	
02-325 [redacted]	1,500.00
[redacted]	[redacted]
[redacted]	[redacted]
02-204 [redacted]	1,500.00
Total	$3,000.00 [redacted]

County Auditor's Use Only

IAN Received _____

Check Type. _____

Commissioners Court Date _____

Audited By. _____

Posted By _____

Checked By _____

Received:

Paid:

Authorized Department Approval

Treasurer's Register Stamp and Number

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

INVOICE

Invoice / Statement No.: AD00493992
Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500.00
Amount Paid: _____

(Please detach and mail this top portion with payment)

DATE	DESCRIPTION	AMOUNT
01/16/03	02-325 [redacted] Judge Faye Dettling Autopsy date 9/16/2002 Date mailed 12/19/2002	1,500.00

The above amount is for an Out of County Autopsy and is due upon receipt of the invoice. Direct inquires to Accounts Receivable at 713-755-2807.

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV 10/98)

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

INVOICE

Invoice / Statement No.: AD00492834

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500.00

Amount Paid: _____

(Please detach and mail this top portion with payment)

DATE	DESCRIPTION	AMOUNT
12/19/02	02-204 [redacted] Judge Faye Dettling Autopsy date 6/2/2002 Date mailed 11/26/2002	1,500.00

The above amount is for an Out of County Autopsy and is due upon receipt of the invoice. Direct inquires to Accounts Receivable at 713-755-2807.

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV 10/98)

FORT BEND COUNTY AGENDA ITEM
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO. AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED:	March 28, 2003	SUBMITTED BY:	Cathy Garcia	AGENDA ITEM #	25
		DEPARTMENT:	JP4		
COURT AGENDA DATE:	March 25, 2003	PHONE NO.:	281.491.1814		

SUMMARY OF ITEM: Approve invoice transmittal AD00472003, AD00492840 from Harris county Auditor in the amounts of $1,500.00 and $1,200.00 for autopsy(s) completed in 2001-2002 but not received until 2003.

FORT BEND COUNTY RECEIVED MAR 10 2003

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

COUNTY JUDGE

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No (x) N/A ( )	One Time ( )	
Funding Source: fund agcy Object	Recurring ( )	
	N/A ( )	

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

CC with back up:

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

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:

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160



REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

INVOICE

Invoice / Statement No.: AD00472003

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,200.00

Amount Paid: _____

(Please detach and mail this top portion with payment)

Date	Description	Payment
07/31/01	01-177 DURDEN,ROYAL BLANCHARD JUDGE J. RICHARD	1,200.00

The above amount is for an Out of County Autopsy and is due upon receipt of the invoice. Direct inquires to Accounts Receivable at 713-755-2807.

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV. 10/98)

Joye M. Carter, M D , FCAP
Chief Medical Examiner

(713) 796-9292
(713) 796-6815
FAX (713) 796-6844

OFFICE OF THE MEDICAL EXAMINER OF HARRIS COUNTY
JOSEPH A. JACHIMCZYK FORENSIC CENTER
1885 OLD SPANISH TRAIL
HOUSTON, TEXAS 77054-2098

AUTOPSY REPORT

OC 2001 - 177

May 30, 2001

ON THE BODY OF

Royal Blanchard Durden, Jr.
1511 Stone Trail Drive
Sugar Land, Texas

TOMMY J. TOMPKINS
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

INVOICE

Invoice / Statement No . AD00492840

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500.00

Amount Paid: _____

(Please detach and mail this top portion with payment)

DATE	DESCRIPTION	AMOUNT
12/19/02	02-313 White, James Judge Jim Richard Autopsy date 9/10/2002 Date mailed 12/16/2002	1,500.00

The above amount is for an Out of County Autopsy and is due upon receipt of the invoice. Direct inquires to Accounts Receivable at 713-755-2807.

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

County Auditor's Form #581
Harris County, Texas (REV 10/98)

(713) 796-9292
(713) 796-6740
FAX (713) 796-6842

OFFICE OF THE MEDICAL EXAMINER OF HARRIS COUNTY
JOSEPH A. JACHIMCZYK FORENSIC CENTER
1885 OLD SPANISH TRAIL
HOUSTON, TEXAS 77054-2098

AUTOPSY REPORT

OC 2002 - 313

September 11, 2002

ON THE BODY OF

James White
15810 Spruce River Court
Sugar Land, Texas

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/12/03 **SUBMITTED BY:** Carol Brown **AGENDA ITEM**

DEPARTMENT: Library

COURT AGENDA DATE: 3/25/03 **PHONE NO.:** 281-341-2653 # 30

SUMMARY OF ITEM:

Approve payment to Wilson Fire Equipment in the amount of $314.00 for batteries installed in fire alarm monitoring device without a purchase order. Invoice #125803

ENTERED MAR 14 2003

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

LIST SUPPORTING DOCUMENTS ATTACHED: Transmittal, Invoices

COUNTY JUDGE

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A (X)	One Time ( )	
Funding Source: fund 010 agcy 030 Object 4010	Recurring ( )	
	N/A (X)	

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

CC with back up:

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

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:

Approve payment to Wilson Fire Equipment for installing batteries in the fire alarm monitoring device without a purchase order.

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

County Auditor Form 01V
(Rev 06/87)

010-030-0300-4010
12 Digit Distribution

Wilson Fire Equipment
Vendor Name

241586815
Vendor Number

Address

Purchase Order Number(s)

City

State

Zip Code

3/12/03
Date

List Invoice Numbers	
Inv. 125803	314 00
Service/Batteries Alarm System - FC	
Total	314 00

County Auditor's Use Only

IAN Received

Check Type

Commissioners Court Date

Audited By

Posted By

Checked By

Carol Brown
Authorized Department Approval

Received:

Paid:

Treasurer's Register Stamp and Number

WILSON FIRE EQUIPMENT AND SERVICE COMPANY INC

7303 EMPIRE CENTRAL DR • HOUSTON, TX 77040 (713) 896-4747

INVOICE NO.	PAGE
1[illegible]30.3	
INVOICE DATE	
03/11/03	

SOLD TO

FORT BEND COUNTY LIBRARIES
CHERYL KREJCI
1001 GOLFVIEW
RICHMOND, TX 77469

SHIP TO

FORT BEND COUNTY LIBRARIES
JOB # 148218
2121 AUSTIN PARKWAY
SUGARLAND, TX 77479

040-030-0300-4010

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	PURCHASE ORD. NO.	JOB NUMBER	SHIP VIA	COL/PPD
94001	03/05/03	039675	40	053		148218		

QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION	UNIT PRICE	UOM DISC.	NET PRICE
2.00	2.00	EL CHECK MONITORING COMPANY REPORTING LOW BATTERY. FOUND THAT BATTERY IN DIALER WAS BAD, REPLACED IT. ALSO BATTERIES IN SPRINKLER PRE-ACTION PANEL ARE BAD. TEMPORARILY CONNECTED 2 NEW BATTERIES TO PANEL UNTIL ONES CAN BE ORDERED	85.0000	EA .00	170.00
1.00	1.00	PS1270 BATTERY, 12V DC 7A/H	48.0000	EA .00	48.00
2.00	2.00	ED 12VOLT 2 AH BATTERIES 03/06/03	48.0000	EA .00	96.00

COMMENTS

REMIT TO:
7303 EMPIRE CENTRAL
HOUSTON, TX 77040

TERMS NET 30 DAYS

SALE AMOUNT	314.00
MISC CHARGES	.00
FREIGHT	.00
SALES TAX	.00
TOTAL	314.00
AMOUNT RECEIVED	.00
BALANCE DUE	314.00

F1C109

FORM BO1

20A

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2003

On this the **25th** day of **March**, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 **M.I.S.** Department # **036**

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Capitalized Property & Equipment	1011	$2,000
	TOTAL TRANSFERRED TO $	**$2,000**

TRANSFER FROM

I.T. Hardware Purchases	1012	$2,000
	TOTAL TRANSFERRED FROM $	**$2,000**

EXPLANATION For purchase of Dell Poweredge server over $5,000 (Purchase Order PC03600007486)

Department Head _____ Date _____

THE COUNTY OF FORT BEND **USE WHOLE DOLLARS ONLY**

BY _____
Robert E Hebert, County Judge

MAR 13 2003

Original to Budget Officer cc Commissioners Court

FORM BO1

278

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 1st day of April, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 MIS Department # 36

TRANSFER TO.

LINE-ITEM NAME	NUMBER	AMOUNT
Capital Assets	1011	$64,500
TOTAL TRANSFERRED TO $		**$64,500**

TRANSFER FROM

IT Hardware Purchases	1012	$64,500
TOTAL TRANSFERRED FROM $		**$64,500**

EXPLANATION This is for purchase of XIOtech SANbuilder as budgeted for in Line Item 1012

Department Head Connie Steinmetz Date 3-19-03

THE COUNTY OF FORT BEND **USE WHOLE DOLLARS ONLY**

BY _____
Robert E Hebert, County Judge

Orginal to Budget Officer cc: Commissioners Court

AGENDA ITEM

29A

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR – COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 03/18/2003 **DEPT. SUBMITTED BY: Risk Management Department**

COMMISSIONERS COURT AGENDA FOR: 3/25/2003 **DEPT. PHONE NO.: 281 341 8630**

SUMMARY OF ITEM: CONSENT AGENDA ITEM:

Consider and approve authorizing payment to Binswanger Glass Co for $214.24 due to accident 2/18/2003.

RENEWAL CONTRACT / AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: See Attached Information

(Back-up documentation must be attached for consideration)

MAR 18 2003

COUNTY JUDGE

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:		COMMENTS;	
Yes ( ) No ( ) N/A ( )	One Time	( )	010 068 0403 7100	$ 214.24
Funding Source:	Recurring	( )		
Fund ____ Agcy. ____ Object ____	N/A	( )		

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Gallagher Bassett Services

TO	Sandy Kucera
FROM	Edward Perez
SUBJECT	FBC Road and Bridge / Jessica Sustaita/ DOL 2-18-03
DATE	03-11-03
OUR CLAIM #	011480-001944-GD-01
DOL	02-18-03

THIS MEMO IS SUBMITTED FOR THE PURPOSES OF PRESENTATION AT THE NEXT COMMISSIONERS' COURT FOR APPROVAL OF PAYMENT FOR A CLAIM AGAINST THE COUNTY

FACTS:

On February 18, 2003 a Fort Bend County Road and Bridge crew were washing out a pipe with a pressure washer at 2618 Ruth Street in Stafford Texas The pressure washer thrust out several rocks and one of them struck the rear window of a 1995 Nissan Maxima that was parked in a nearby driveway The impact of the rock shattered the rear glass Ms Jessica Sustaita owned the damaged vehicle

The county will be liable for Ms Sustaita's damages With permission of Risk Management we obtained the services of Binswanger Glass Company and asked that they replace the rear window of the Nissan

COMMENTS:

This is a case of clear negligence I have attached the invoice for the replacement of the claimant's glass and ask that you approve payment of the bill If approved, payment should be made as follows

PAYEE

Binswanger Glass Co # 29
11807 Wilcrest Drive
Houston, Texas 77031-1919

AMOUNT

214 24

TIN:

54-0141190

11200 Richmond Ave. Suite 310 Houston, TX 77082 281-368-8369 Telefax 281-368-8316
A Subsidiary of Arthur J. Gallagher & Co.

RECEIVED
FORT BEND COUNTY
RISK MANAGEMENT
03 MAR 17 PM 3:31

NSWANGER GLASS #29
807 WILCREST
IUSTON, TEXAS 77031

AS PER ORIGINAL FED I D : 74-0741190

281-495-6300

E INDICATE INVOICE NUMBER ON REMITTANCE ADVICE →

Invoice No.02946507

DATE 03-11-03 LO GALLAG

CLAIMANT: JESSICA SUSTAITA
2618 RUTH STREET
STAFFORD, TX 77477 (281) 208-8684

BILL TO
GALLAGHER BASSETT SERVICE
11200 RICHMOND AVE #310
HOUSTON, TX 77082-
(281) 368-8369

THANK YOU !!!

INSURANCE CO NAME	GALLAGHER BASSETT SERVICE
AGENT'S NAME	EXT:211 ATTN: EDWARD
ADDRESS	11200 RICHMOND AVE #310
CITY, STATE AND ZIP	HOUSTON TX 77082-
PHONE NO	(281) 368-8369
POLICY HOLDER'S NAME	JESSICA SUSTAITA
POLICY NUMBER	CL# 011480 TBA AD 01
AUTH. CODE	EDWARD PEREZ
DATE OF LOSS	2/18/03
CAUSE	
DEDUCTIBLE	0.00

IN	JN1HJ01F7NT022163	STYLE		DATE OF LOSS	2/18/03
AKE	Nissan	MODEL	Maxima	CAUSE	
EAR	1992	DOORS 4	LICENSE NO SERIAL NO.	DEDUCTIBLE	0.00

ME	CUSTOMER ORDER NO	SOLD BY	CUST ACCT #	WORK ORDER #
Charge		DONNA	00456985	

y	Part #	Color	Kit	Labor	List	Sell	Net
1	FD37830	Blue	0.00	1.5 Hrs.= 35.00	367.95	165.58	200.58

	Description	Unit Price	
1	RETINT GLASS TO MATCH AS CLOSE AS POSSIB	40.00	40.00
		Tax	16.96

Comments

MOBILE - THURSDAY AM - 8:30

HAD TO FIND FILM TO MATCH AS CLOSE AS POSSIBLE TO THE ORIGINAL

*** RELEASE AND AUTHORIZATION TO PAY ***

placement has been made to my satisfaction. I hereby authorize the above named insurance mpany to pay direct in full to Binswanger Glass Company for this glass installation. If or any reason the insurance company does not pay for these repairs or replacements, the slow signed agrees to pay for said repairs or replacement.

ate:_____ Signature:_____

Is Windshield Repair Possible? YES ___ NO ___

If Repair is Declined,
Customer Please Sign: _____

257.50
43.30
$214.24

1. BULLSEYE
2. HALFMOON
3. OTHER

ECEIVED BY

REMIT TO: P.O. BOX 172321 MEMPHIS, TN 38187-2321
PLEASE INCLUDE INVOICE NUMBER WITH REMITTANCE

TOTAL AMOUNT 257.54

OTE: NO CLAIMS FOR BREAKAGE ALLOWED AFTER SIGNING FOR DELIVERY OF ARTICLES IN GOOD ORDER. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS RECEIPT

ARNING: NON-SAFETY GLASS is not to be used in HAZARDOUS LOCATIONS as defined by local ordinances **ERTIFICATION:** This certifies that the accompanying order of tempered safety glass complies with CPSC Standard for

NOT RESPONSIBLE FOR DAMAGE IN TRANSIT. SHIPMENTS MADE PURCHASER'S RISK UNLESS INSURANCE IS ESPECIALLY EFFECTED AGREEMENTS CONTINGENT UPON CAUSES NOT WITHIN OUR CONTROL. ITE NOT EXTENDED WILL BE BACK ORDERED PRICES SUBJECT TO CHANGE WITHO NOTICE PAST DUE ACCOUNTS WILL BEAR INTEREST EQUAL TO MAXIM

p.3

Mar 11 03 08:50a

AS PER ORIGINAL

INSWANGER GLASS #29
807 WILCREST
USTON, TEXAS 77031

FED. I.D. #54-0141190

281-495-6300

ASE INDICATE INVOICE NUMBER ON REMITTANCE ADVICE →

WorkOrder	No. 02964862
DATE 02-19-03	TO CASH

BILL TO
JESSICA SUSTAITA
2618 RUTH STREET
STAFFORD, TX 77477

(281) 208-8684

THANK YOU

INSURANCE CO NAME	GALLAGHER BASSETT SERVICE
AGENT'S NAME	EXT 211 - EDWARD PEREZ
ADDRESS	11200 RICHMOND AVE. SUITE
CITY, STATE AND ZIP	HOUSTON TX 77082
PHONE NO	(281) 368-8369
POLICY HOLDER'S NAME	JESSICA SUSTAITA
POLICY NUMBER	CL# 011480 TBA AD 01
AUTH CODE	EDWARD
DATE OF LOSS	
CAUSE	
DEDUCTIBLE	0.00

VIN	JN1HJ01F7N702[illegible]3					
MAKE	Nissan		MODEL	Maxima		
YEAR	1992	DOORS 4	LICENSE NO SERIAL NO.			
TERMS	CUSTOMER ORDER NO	SOLD BY	CUST ACCT #	WORK ORDER #		
Charge	D-P-S	DONNA	72999997			

Qty	Part #	Color	Kit	Labor	List	Sell	Net
1	FD37830	Blue					

Comments
Window tint to match original

MOBILE - THURSDAY AM - 8:30

*** RELEASE AND AUTHORIZATION TO PAY ***

Replacement has been made to my satisfaction. I hereby authorize the above named insurance company to pay direct in full to Binswanger Glass Company for this glass installation. If for any reason the insurance company does not pay for these repairs or replacements, the below signed agrees to pay for said repairs or replacement.

Date: 2-20-03 Signature: [signature]

Is Windshield Repair Possible? YES ____ NO ____

If Repair is Declined,
Customer Please Sign: _____

Window Tint

1. BULLSEYE
2. HALFMOON
3. OTHER

RECEIVED BY:

REMIT TO: P.O. BOX 172321 MEMPHIS, TN 38187-2321
PLEASE INCLUDE INVOICE NUMBER WITH REMITTANCE

TOTAL AMOUNT

NOTE: NO CLAIMS FOR BREAKAGE ALLOWED AFTER SIGNING FOR DELIVERY OF ARTICLES IN GOOD ORDER ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS RECEIPT

WARNING: NON-SAFETY GLASS is not to be used in HAZARDOUS LOCATIONS as defined by local ordinances CERTIFICATION: This certifies that the accompanying order of tempered safety glass complies with CPSC Standard for

NOT RESPONSIBLE FOR DAMAGE IN TRANSIT SHIPMENTS MADE PURCHASER'S RISK UNLESS INSURANCE IS ESPECIALLY EFFECTED AGREEMENTS CONTINGENT UPON CAUSES NOT WITHIN OUR CONTROL ITE NOT EXTENDED WILL BE BACK ORDERED PRICES SUBJECT TO CHANGE WITHO NOTICE PAST DUE ACCOUNTS WILL BEAR INTEREST EQUAL TO MAXIM

P.4

Mar 11 03 08:51a

Attn Edward Perez

Form **W-9** (Rev January 2002)
Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2

Name: VVP America, INC

Business name if different from above: Binswanger Glass Co #29

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 11807 Wilcrest Drive

Requester's name and address (optional):

City, state, and ZIP code: Houston, TX 77031

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note. If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number: | | | | | | | | | |

or

Employer identification number: 5 4 - 0 1 4 1 1 9 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. *(See the instructions on page 2.)*

Sign Here — Signature of U.S. person ▶ Donna Wright — Date ▶ 2/18/03

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

29
B, C

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

DATE SUBMITTED: 3/19/2003 **DEPT. SUBMITTED BY:** Risk Management Department

COMMISSIONERS COURT AGENDA FOR: 3/25/2003 **DEPT. PHONE NO.:** 281 341 8630

SUMMARY OF ITEM: CONSENT AGENDA ITEM:

1. Consider and approve Amendment # 2 changing the waiting period to " First of the Month following 90 days" effective January 1, 2003.

2. Consider and approve Amendment to Administrative Service Agreement for EAP provided by United Behavioral Health due to the Health Insurance Portability and Accountability Act of 1996. (HIPAA)

RENEWAL CONTRACT / AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: See Attached Information

(Back-up documentation must be attached for consideration)

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:		COMMENTS;
Yes () No () N/A ()	One Time	()	
Funding Source:	Recurring	()	
Fund ____ Agcy. ____ Object ____	N/A	()	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Received Copy.

FBC RISK MANAGEMENT Fax:281-341-3751 Mar 19 2003 13:05 P.02

UNUMPROVIDENT

AS PER ORIGINAL

March 13, 2003

Sandy Rucera
Fort Bend County
301 Jackson Street
Richmond, Texas 77469
PERSONAL & CONFIDENTIAL

RE: Policy # 22136 Group Long Term Care

Dear Sandy:

Enclosed you will find Amendment #2, which changes the waiting period to "First of the month following 90 days" effective January 1, 2003.

If this amendment is UNACCEPTABLE, please sign and return it to me at the address listed below. It must be received in our home office within 90 days of the date of issue Your failure to sign and return it by that date constitutes acceptance of it.

Since it is a part of your Master Contract, please keep a copy in your file. We share a common interest in making sure contracts are filed properly in case of any claims disputes

If you have any questions, don't hesitate to contact me.

Sincerely,

Bonnie Fogal
Account Consultant

BF/sjs

cc Ila Galloway
Gallagher Braniff, Inc.

03 MAR 17 AM 11:08

AMENDMENT NO. 2

This amendment forms a part of Group Policy No. 22136 issued to AS PER ORIGINAL Fort Bend County the Policyholder.

This Policy is changed by the addition or deletion of the pages listed below.

ADDITIONS	DELETIONS
1. C-16 (1/1/2003)	C-16 (01/01/99)

The effective date of these changes is January 1, 2003.
The changes only apply to disabilities which start on or after the effective date.

The Policy's terms and provisions will apply other than as stated in this amendment.

Dated at Portland, Maine this 13th day of February 2003

Unum Life Insurance Company of America

By:

Secretary
L8/MB

If this amendment is unacceptable, please sign below and return this amendment to Unum Life Insurance Company of America at Portland, Maine within 90 days of February 13, 2003.

YOUR FAILURE TO SIGN AND RETURN THIS AMENDMENT BY THAT DATE WILL CONSTITUTE ACCEPTANCE OF THIS AMENDMENT.

Fort Bend County
Policyholder

By_____
Signature and Title of Officer

FBC RISK MANAGEMENT Fax:281-341-3751 Mar 19 2003 13:05 P.04

IF YOU ARE AN ACTIVE EMPLOYEE, WHEN ARE YOU ELIGIBLE FOR LONG TERM CARE COVERAGE, WHEN AND HOW DO YOU APPLY?

AS PER ORIGINAL

When do you become eligible?

You must be in an eligible class continuously for a certain period of time before you will be eligible for coverage. This period of time is called the waiting period.

If you are in an eligible class on or before December 28, 1996, there is no waiting period. You will be eligible for coverage on December 28, 1996

If you enter an eligible class between December 28, 1996 and December 31, 1998, the waiting period is a period ending on the first day of the pay period following date of active employment. You will be eligible for coverage on the date you complete the waiting period.

If you enter an eligible class on or after January 1, 1999 the waiting period is the period ending on the first day of the month following 90 days of active employment. If your 90th day of active employment falls on the first day of the month, you will be eligible for coverage on the first day of the following month.

When MUST you apply for coverage?

You must apply for coverage for which you will be charged a premium.

You do not need to apply for coverage for which the Sponsoring Organization pays the full cost.

For more information see the discussion: "WHO PAYS FOR LONG TERM CARE INSURANCE?".

When CAN you apply for coverage?

You can apply for coverage any time after the date you become eligible for coverage.

How do you apply for coverage?

To apply for coverage, you must fill out a Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability. If you do not already have a Benefit Elections Form and/or an Application for Long Term Care Insurance, you can get one from your Plan Administrator or Unum representative.

Unum will pay any of the costs that it views as necessary to obtain any evidence of insurability it requests.

After you fill out the Benefit Elections Form and Application for Long Term Care Insurance, be sure you sign and date them. The Benefit Elections Form and Application for Long Term Care Insurance will not be valid unless you sign and date them.

Send the completed Benefit Elections Form and Application for Long Term Care Insurance to your Plan Administrator or directly to Unum to the address provided to you.

FBC RISK MANAGEMENT Fax:281-341-3751 Mar 19 2003 13:06 P.05

UNITED
BEHAVIORAL HEALTH

February 11, 2003

AS PER ORIGINAL

Martha Rider
Director of Risk Management
Fort Bend County
301 Jackson
Richmond, TX 77469

Dear Ms Rider

Enclosed please find an amendment to the Administrative Services Agreement for your EAP services provided by United Behavioral Health (UBH) The Agreement you previously signed is being amended due to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Over the last several months, our in-house counsel has worked extensively with outside counsel to confirm our role as it pertains to HIPAA for the EAP benefits. We have determined it is possible to interpret that our EAP may function as a Covered Entity, and as such, will be providing Privacy Notices to members upon access of the benefit. Fort Bend County is not our Business Associate in regards to the EAP because you will not be performing any services on our behalf. [In regards to the worklife benefit, we have confirmed that the benefit does not fall under the purview of HIPAA.]

Consequently, we have eliminated all previous Business Associate HIPAA language (and corresponding definitions) and added a new Section 3 11, which states UBH will be acting as a Covered Entity under the Agreement

To that end, please sign both copies of the enclosed Amendment. One fully executed copy of this Amendment should be returned in the enclosed self-addressed stamped envelope. The other copy is for your records.

If you have any questions or concerns about the new HIPAA language described in this Amendment please feel free to call your account manager or me directly. I can be reached at 415- 547-5532.

Sincerely,

Marie Johnson
Contracts Assistant

c: Melanie Rogers, UBH

Enclosures

RECEIVED
FORT BEND COUNTY
RISK MANAGEMENT
03 FEB 11 AM 11:39

425 MARKET STREET • 24TH FLOOR • SAN FRANCISCO, CA 94105
TEL: 415-547-5294 • FAX: 415-547-6267

FBC RISK MANAGEMENT Fax:281-341-3751 Mar 19 2003 13:06 P.06

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

Amendment No 1

to the

United Behavioral Health

Administrative Services Agreement
(V 10-02)

Effective **January 1, 2003**, United Behavioral Health and **Fort Bend County** hereby agree to amend the Administrative Services Agreement, (the "Agreement") Group Number. **12466**, as follows:

1 Section 3 Notice to Participants shall be amended by deleting the following:

"You agree to assist us to the extent necessary for us to meet our obligations in regards to the provision of the Notice of Privacy Practices to the Participant as required of us by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")."

2 Article 3 Your Responsibilities shall be amended by adding the following

"**3.11 Employee Assistance Program.** With respect to the EAP services only, we agree to perform the obligations applied to a Covered Entity as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") You agree to cooperate with us to the extent necessary so that we may fulfill said obligations as set forth by HIPAA "

By signing below, each party agrees to the terms and conditions of this Amendment.

United Behavioral Health 425 Market Street, 27th Floor San Francisco, CA 94105	Fort Bend County 4520 Reading Road, Suite A Rosenburg, TX 77471
By _____ Authorized Signature	By _____ Authorized Signature
Print Name Kathryn E. Dougherty RN PhD	Print Name Robert E. Hebert
Print Title Director, Contracts	Print Title County Judge
Date February 11, 2003	Date March 25, 2003

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/14/03	SUBMITTED BY:	AGENDA
	DEPARTMENT: Sheriff	#
COURT AGENDA DATE: 3/25/03	PHONE NO.:	30

SUMMARY OF ITEM: Authorize Amendment to the Fort Bend County Sheriff's Office Grant from the Texas Department of Health's Tobacco Prevention & Control Program to change the performance measurers as noted on Attachment 01B of Document # 7460019692-2003. No monetary changes necessary.

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

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Received Copy.

TEXAS DEPARTMENT OF HEALTH
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS

COUNTY OF TRAVIS

TDH Document No 7460019692 2003

Contract Change Notice No 02

The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with FORT BEND COUNTY SHERIFFS DEPT hereinafter referred to as PERFORMING AGENCY The parties thereto now desire to amend such contract attachment(s) as follows

SUMMARY OF TRANSACTION
ATT NO 01B · TOBACCO PREVENTION AND CONTROL

All terms and conditions not hereby amended remain in full force and effect

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of·

PERFORMING AGENCY:

FORT BEND COUNTY SHERIFFS DEPT

By _____
(Signature of person authorized to sign)

Milton Wright, Sheriff
(Name and Title)

Date 3-13-03

RECOMMENDED

By· _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract

RECEIVING AGENCY :

TEXAS DEPARTMENT OF HEALTH

By: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Procurement and Contracting Services Division
(Name and Title)

Date 3-5-03

CC PCSD - Rev 2/03

DETAILS OF ATTACHMENTS

Att/ Amd No	TDH Program ID/ TDH Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (TDH Share)
		Begin	End	Source of Funds*	Amount		
01B	TPC 000C010988	09/01/02	08/31/03	State	23,000 00	0 00	23,000 00
TDH Document No 7460019692 2003 Change No. 02				Totals	$ 23,000 00	$ 0 00	$ 23,000 00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS

DOCUMENT NO 7460019692-2003
ATTACHMENT NO. 01B
PURCHASE ORDER NO 000C010988

PERFORMING AGENCY FORT BEND COUNTY SHERIFFS DEPT

RECEIVING AGENCY PROGRAM OFFICE OF TOBACCO PREVENTION AND CONTROL

TERM September 01, 2002 THRU August 31, 2003

It is mutually agreed by and between the contracting parties to amend the conditions of Document No. 7460019692 2003-01A as written below All other conditions not hereby amended are to remain in full force and effect

SECTION I. SCOPE OF WORK, pages 2 and 3, PERFORMANCE MEASURES, second paragraph, is replaced with the following.

PERFORMING AGENCY shall conduct education and enforcement activities with fifty percent (50%) of the focus on retailers and fifty percent (50%) on youth and community The baseline number of activities shall include the following

- Number of on-site inspections using minors as decoys - 130
- Number of on-site inspections not using minors as decoys - 130
- Number of tobacco retailers receiving education - 130
- Number of youth and community members receiving education - 2,000

TEXAS DEPARTMENT OF HEALTH

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

RECEIVING AGENCY PROGRAM OFFICE OF TOBACCO PREVENTION AND CONTROL
PERFORMING AGENCY FORT BEND COUNTY SHERIFFS DEPT
CONTRACT TERM 09/01/2002 THRU 08/31/2003 BUDGET PERIOD 09/01/2002 THRU 08/31/2003
TDH DOC NO 7460019692 200301B CHG. 02

REVISED CONTRACT BUDGET

FINANCIAL ASSISTANCE			
OBJECT CLASS CATEGORIES	CURRENT APPROVED BUDGET (A)	CHANGE REQUESTED (B)	NEW OR REVISED BUDGET (C)
Personnel	$11,480 00	$6,976 00	$18,456.00
Fringe Benefits	2,925 00	419 00	3,344 00
Travel	595 00	605 00	1,200 00
Equipment	0 00	0 00	0 00
Supplies	0 00	0 00	0 00
Contractual	0 00	0 00	0 00
Other	0 00	0.00	0 00
Total Direct Charges	$15,000 00	$8,000 00	$23,000 00
Indirect Charges	0 00	0 00	0 00
TOTAL	$15,000 00	$8,000 00	$23,000 00
PERFORMING AGENCY SHARE			
Program Income	0 00	0 00	0 00
Other Match	0 00	0 00	0 00
RECEIVING AGENCY SHARE	$15,000 00	$8,000 00	$23,000 00
PERFORMING AGENCY SHARE	$0 00	$0 00	$0 00

Detail on Indirect Cost Rate Type

Rate 0 00 Base $0.00 Total $0.00

Budget Justification. INCREASE IN CONTRACT AMOUNT TO REFLECT INCREASED PERFORMANCE REQUIREMENTS

Form No GC-9

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November

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

DATE SUBMITTED: March 18, 2003	**SUBMITTED BY: Marsha P. Gaines**	**AGENDA #**
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: March 25, 2003	**PHONE NO.: 281-341-3730**	31A

SUMMARY OF ITEM: Approve over $500 refunds in the amount of $7,571.44

FORT BEND COUNTY RECEIVED MAR 18 2003 COUNTY JUDGE

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. The over $500 refund report
2. Fort Bend County tax receipt
3. Application for tax refund

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:
Approve
Please list total amount on agenda and in the minutes.

MARSH P GAINES
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court Agenda Date March 25, 2003
Over $500 00 refunds

Account Number	Owner	Refund Amount	Reason	Precinct #
8320-01-001-0230-901	Morenco, Carlos D & Carol A %ABN Amro Mtg Group Inc	$816 48	credit over age exempt for 2002	1
4010-01-001-0240-907	Schwartz, Jan A %First American Title Ins Co	$538 74	credit over age exempt for 2002	4
9960-13-201-0059-901	Metrocall Inc	$767 96	Deleted property 2001	1
2273-03-000-0015-910	Mission Equities Inc	$3,257 18	error pay 2002	3
2015-01-004-0090-901	Cantu, Charlie %Mitchell Mortgage Co	$654 58	credit over age exempt for 2001	1
5902-00-015-2500-907	Stewart, Charles R & Rosemary %Homeside Lending Inc	$564 10	credit over age exempt for 2001	2
7310-04-001-0090-910	Thomas, Hennetta O %National City Mtg	$972 40	credit homestead 2002	2
	TOTAL	**$7,571 44**		

03/18/2003

DUPLICATE TAX RECEIPT

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

AS PER ORIGINAL

Certified Owner

MORENO CARLOS D & CAROLA
803 KEARL AVE
ROSENBERG TX 77471-1215

Legal Description

SOUTHLAND TERRACE SEC 1
BLOCK E LOT 23

Parcel Address 803 KEARL AVE
Legal Acres 0.0000

Deposit No M2702375
Validation No 000000000[illegible]67
Account No 8370-01-001-0230-901
Operator Code ACT

Receipt Date 12-31-2002
Deposit Date 01-13-2003
Print Date 02-10-2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	65,230	1.661500	1,083.75	0.00	0.00	1,083.75
2002	CITY OF ROSENBERG	15,230	0.655000	251.03	0.00	0.00	251.03
2002	OVERPAY	0	0.000000	0.00	0.00	0.00	738.24
				$1,336.78	$0.00	$0.00	$2,075.02

CHECK NUMBER(S)

13653

PAYMENT TYPE

Checks	$2,075.02
Cash	$0.00
Credit Cards	$0.00
E-Fund Trans	$0.00
Others	$0.00
Total Applied	$2,075.02
Total Tendered (All Accounts)	$2,075.02
Change Paid (All Accounts)	$0.00

ACCOUNT PAID IN FULL

PAYER

ABN AMRO MORTGAGE GROUP INC
4242 N HARLEM AVE
NORRIDGE IL 60706

(281) 341-3710
(281) 341-3741
0

State Property Tax Board
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P O Box 399, Richmond, TX 77406-0399
Address. City,State,Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer.
IDENTIFICATION OF PROPERTY OWNER
Name Moreno, Carlos D & Carol A, % ABN Amro Mtg Group Inc
Address, 803 Klare Ave, Rosenberg, TX 77471-4245 -- Fax. (708) 456-8480
Telephone Number (If additional information is needed):

IDENTIFICATION OF PROPERTY
Description of Property Southland Terrace Sec 1, Block 1, Lot 23
Address or Location of Property: 803 Klare Ave
Account Number of Property. 8320-01-001-0230-901 or Receipt #: 2002162315

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
FBC	2002	12/31/2002	$2,075 02	$816.48

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Credit Over/65 Exemption and transfer percentage (no Homestead)--change name/address per Supplement #7

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

X Stella Aldridge
Signature

(X) 02-10-03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND ____Approval ____Disapproval

Signature of Authorized Officer Date

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over $500 Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties. 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed $2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

DUPLICATE TAX RECEIPT

MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

SCHWARTZ JAN A
202 W NEW MEADOWS DR
SUGAR LAND , TX 77479-5100

Legal Description

HIGH MEADOWS SEC 1, BLOCK 1,
LOT 24, R/P SEC 1-A

Parcel Address: 202 W NEW MEADOWS DR
Legal Acres 0 0000

Deposit No O21204G1
Validation No 900000000044086
Account No: 4010-01-001 0240-907
Operator Code YOLANDAV

Receipt Date 11/27/2002
Deposit Date: 12 04/2002
Print Date 01/23/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	2,240	0 026200	26 79	0 00	0 00	26 79
2002	FORT BEND CO GEN FND	2 240	0 512540	524 02	0 00	0 00	524 02
				$550 81	**$0 00**	**$0 00**	**$550 81**

CHECK NUMBER(S)

95002744

PAYMENT TYPE.

Checks:	$550 81
Cash	$0 00
Credit Cards	$0 00
E-Fund Trans	$0 00
Others	$0 00
Total Applied	$550 81
Total Tendered (All Accounts)	$550 81
Change Paid: (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER:

FIRST AMERICAN TITLE INS CO
1305 FM 359
RICHMOND TX 77469

(281) 341-3710
(281) 341-3741
0

State Property Tax Board
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor/Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P O. Box 399, Richmond, TX 77406-0399
Address City,State,Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name Schwartz, Jan A. % First American Title Ins Co
Address 1305 FM 359, Richmond, TX 77469 -- Fax: (281) 342-5971
Telephone Number (If additional information is needed).

IDENTIFICATION OF PROPERTY
Description of Property High Meadows Sec 1, Block 1, Lot 24,R/P Sec 1-A
Address or Location of Property 202 W New Meadows Dr
Account Number of Property 4010-01-001-0240-907 or Receipt # 2002087316

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
FBC	2002	11/27/2002	$550 81	$538 74

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Credit Over/65 Exemption (has Homestead) per Supplement #7

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

X _____ Signature

X 2-11-03 Date of Application of Tax Refund

DETERMINATION OF TAX REFUND: _____Approval _____Disapproval

_____ Signature of Authorized Officer _____ Date

_____ Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over $500 _____ Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5000 or both such fine and imprisonment; 2 Confinement in jail for a term up to 1 year or a fine not to exceed $2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code.

Refund 31.11

FEB 14 2003

FEB 17 2003

DUPLICATE

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

TAX OFFICE

OFFICIAL TAX RECEIPT

POSTED 09/16/2002

EFFECTIVE 06/03/2002

PROPERTY OWNER:

MOBILFONE SERVICE INC
% ERNST & YOUNG LLP
PO BOX 223723
DALLAS, TX 75222-3723

ACCOUNT # 9960-13-201-0058-901
AS OF 2001 VALUE: $48,330
LEGAL PERSONAL PROPERTY TELEPHONE PAGING EQUIP LOCATED IN LAMAR CISD

CAD # P274748
EXEMPTIONS NONE

RECEIPT # 02092699330
COLLECTED $804.45

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
2001	LCISD	804.45	.00	.00	804 45

PAID BY:

METROCALL
6910 RICHMOND HIGHWAY
CS #02-11579 (RB)
METROCALL INC
ALEXANDRIA, VA 22306

TOTAL APPLIED TO:

LEVY	$804.45
P & I	.00
FEE	.00
TOTAL	$804.45

Supp #12 is for a correction to the 2001 tax year. Unless otherwise instructed by the taxpayer Refunds will be issued to the address of the receipt. — Also see O/S00 signed form.

State Property Tax Board
Tax Refund Application 31 11 (4/82)

AS PER ORIGINAL

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P O Box 399, Richmond, TX 77406-0399
Address City State Zip

In order to apply for a tax refund the following information must be provided by the taxpayer

IDENTIFICATION OF PROPERTY OWNER

Name Metrocall Inc
Address 6910 Richmond Highway, Alexandria, VA 22036 -- Fax (703) 721 3234
Telephone Number (If additional information is needed)

IDENTIFICATION OF PROPERTY

Description of Property Personal Property Telephone Paging Equip Located in Lamar CISD
Address or Location of Property Located in Lamar CISD
Account Number of Property 9980 13 201-0059-901 or Receipt # 02092699331

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
FBC	2001	06/03/2002	$3,665 23	$767 96

Taxpayer s reason for refund (attach supporting documentation) 2001 -- Delete property- double assessed with 9960-13-201-0046-901 per Supplement #12 (balance left from transferring refunds to pay 2002 taxes due on other accounts)

I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct

x _____ x 2/26/03
Signature Date of Application of Tax Refund

DETERMINATION OF TAX REFUND ____ Approval ____ Disapproval

Signature of Authorized Officer Date

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over $500 Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed $2000 or both such fine and imprisonment as set forth in Section 37 10 Penal Code

Refund 31 11

DUPLICATE TAX RECEIPT

MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

MISSION EQUITIES INC
8410 HIGHWAY 90A STE 210
SUGAR LAND , TX 77478-0000

Legal Description.

CINCO RANCH GREENWAY VILLAGE
SEC 3 ACRES 2 244, (PT)
RESERVE A '

Parcel Address 0
Legal Acres 2 2440

Deposit No O30306D1
Validation No· 900000000296080
Account No. 2273-03-000-0015-914
Operator Code BONNIEW

Receipt Date· 01/21/2003
Deposit Date 03/06/2003
Print Date 03/11/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND ESD#2	511,540	0 098000	501 31	0 00	0 00	501 31
2002	FORT BEND CO DRAINAGE	511,540	0 026200	134 02	0 00	0 00	134 02
2002	FORT BEND CO GEN FND	511 540	0 512540	2,621 85	0 00	0 00	2,621 85
2002	OVERPAY	0	0 000000	0 00	0 00	0 00	228 00
				$3,257 18	**$0 00**	**$0 00**	**$3,485 18**

CHECK NUMBER(S)

1899

PAYMENT TYPE.

Checks.	*$3,485 18*
Cash·	$0 00
Credit Cards.	$0 00
E-Fund Trans	*$0 00*
Others:	$0 00
Total Applied·	$3,485 18
Total Tendered (All Accounts)	$3,485 18
Change Paid. (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER

MISSION MANAGEMENT COMPANY
8410 HWY 90A SUITE 210
SUGAR LAND , TX 77478

(281) 341-3710
(281) 341-3741
0

MISSION EQUITIES INC.

COPY

March 5, 2003

Marsha P. Gaines
Fort Bend County Tax Assessor / Collector
Attn: Kodelle Hobbs
Via fax: 281-341-3713

RE: Account No. 2273-03-000-015-914

Dear Ms. Hobbs,

Per our phone conversation this morning, please remove the payment ($3,257.18, check # 103) mistakenly posted to this account. The payment, made by the escrow agent, Live Oak Capital, was intended for Mission Equities Rosenberg MOB LTD Account No 0275-00-000-0464-901. Copy of fax dated 02/06/03 follows

The following check was issued by Mission Management Company for payment of 2002 property taxes for Mission Equities Inc Account No 2273-03-000-015-914·

Check #1899
Amount: $3,485.48
Date· February 27, 2003

If you have any questions, please call me at 281-494-8550 extension 204.

Mary Munks
Controller

8410 Highway 90A \ Suite 210 \ Sugar Land, Texas 77478 \ (281) 494-8550 \ FAX (281) 494-8570

PROPERTY TAX COLLECTIONS FOR.

FORT BEND COUNTY

TAX OFFICE

OFFICIAL TAX RECEIPT

POSTED 01/03/2002

PROPERTY OWNER:

EFFECTIVE 12/31/2001

STEWART CHARLES R & ROSEMARY
2838 W PEBBLE BEACH DR
MISSOURI CITY, TX 77459-2521

ACCOUNT # 5902-00-015-2500-907
AS OF 2001 VALUE: $126,540
LEGAL QUAIL VALLEY ELDORADO, BLOCK 15, LOT 25

CAD # R98032
EXEMPTIONS HS
LOAN # 10077556
RECEIPT # 02012585462
COLLECTED $565 23

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
2001	FBC-DF	26.55	00	.00	26 55
2001	FBC-GF	538 68	.00	.00	538.68

PAID BY:

HOMESIDE LENDING INC-SAN ANTON
C/O TRETS
14528 S OUTER FORTY RD STE 150
CHESTERFIELD, MO 63017

TOTAL APPLIED TO:

LEVY	$565.23
P & I	.00
FEE	.00
TOTAL	$565.23

State Property Tax Board
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor/Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, TX 77406-0399
Address: City,State,Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer
IDENTIFICATION OF PROPERTY OWNER:
Name: Stewart, Charles R. & Rosemary % Homeside Lending Inc - San Anton % TRETS -
Loan # 10077556
Address: 14528 S Outer Forty Rd Ste 150, Chesterfield, MO 63017
Telephone Number (If additional information is needed)

IDENTIFICATION OF PROPERTY:
Description of Property: Quail Valley Eldorado, Block 15, Lot 25
Address or Location of Property: 2838 W Pebble Beach Dr, Missoun City, TX 77459-2521
Account Number of Property: 5802-00-015-2500-907 or Receipt #: 02012585462

INFORMATION OF PAYMENT ON TAXES:

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
FBC	2001	12/31/2001	$565.23	$564.10

Taxpayer's reason for refund (attach supporting documentation) Add Over-65 exemption effective 01/01/2001 per Supplement #14

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

x Barbara Kendrick — Signature
x 02/27/03 — Date of Application of Tax Refund

DETERMINATION OF TAX REFUND: ____Approval ____Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more then $5000 or both such fine and imprisonment; 2. Confinement in jail for a term up to 1 year or a fine not to exceed $2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

Refund 31.11

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

TAX OFFICE

OFFICIAL TAX RECEIPT

POSTED 12/26/2001

EFFECTIVE 12/21/2001

PROPERTY OWNER:

CANTU CHARLIE
2705 PARROTT AVE
ROSENBERG, TX 77471-4554

ACCOUNT # 2015-01-004-0090-901
AS OF 2001 VALUE: $71,270
LEGAL CAMBRIDGE VILLAGE SEC 1,
BLOCK 4, LOT 9

CAD # R54809
EXEMPTIONS HS
LOAN # 091040544
RECEIPT # 01122565660
COLLECTED $1,653.79

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
2001	LCISD	936 61	.00	.00	936 61
2001	ROSENBERG	395.55	.00	.00	395.55
2001	FBC-DF	15.11	.00	.00	15.11
2001	FBC-GF	306.52	00	.00	306.52

PAID BY:

MITCHELL MORTGAGE COMPANY
4576 RESEARCH FOREST DRIVE
THE WOODLANDS, TX 77381

TOTAL APPLIED TO:

LEVY	$1,653.79
P & I	.00
FEE	.00
TOTAL	$1,653.79

State Property Tax Board
Tax Refund Application 31.11 (4/82)

AS PER ORIGINAL

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor/Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
Address: City,State,Zip: P O Box 399, Richmond, TX 77406-0399

In order to apply for a tax refund, the following information must be provided by the taxpayer

IDENTIFICATION OF PROPERTY OWNER
Name: Cantu, Charlie % Mitchell Mortgage Co – Loan #081040544
Address: 4576 Research Forest Dr, The Woodlands, TX 77381 - Fax (281) 297-7915
Telephone Number (if additional information is needed)

IDENTIFICATION OF PROPERTY
Description of Property: Cambridge Village Sec 1, Block 4, Lot 8
Address or Location of Property: 2705 Parrott Ave
Account Number of Property: 2015-01-004-0090-901 or Receipt #: 2001047016

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
FBC	2001	12/21/2001	$1,653.78	$654.58

Taxpayer's reason for refund (attach supporting documentation): 2001 – Credit Over/65 Exemption (has Homestead) per Supplement #16.

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

x Deborah Buchanan
Signature

x 3-04-2003
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND: ____Approval ____Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties. 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed $2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11

DUPLICATE TAX RECEIPT

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

THOMAS HENRIETTA O
635 BEVERLY CIR
STAFFORD , TX 77477 0000

Legal Description:

STAFFORD RUN SEC 4, BLOCK 1,
LOT 9

Parcel Address. 635 BEVERLY CIR
Legal Acres: 0 0000

Deposit No P30103P2
Validation No 900000000092716
Account No. 7310-04-001-0090-910
Operator Code KODELLEH

Receipt Date 12/16/2002
Deposit Date. 01/03/2003
Print Date 01/22/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND WCID#2	158,270	0 162900	257 82	0 00	0 00	257 82
2002	HOUSTON COMMUNITY COLLEGE	158,270	0 081333	128 73	0 00	0 00	128 73
2002	STAFFORD MSD	158,270	1 710000	2,706 42	0 00	0 00	2,706 42
2002	FORT BEND CO DRAINAGE	158,270	0 026200	41 47	0 00	0 00	41 47
2002	FORT BEND CO GEN FND	158,270	0 512540	811 20	0 00	0 00	811 20
				$3,945 64	**$0 00**	**$0 00**	**$3,945 64**

CHECK NUMBER(S).

423130

PAYMENT TYPE.

Checks.	$3,945 64
Cash.	$0 00
Credit Cards.	$0 00
E-Fund Trans:	$0 00
Others.	$0 00
Total Applied.	$3,945 64
Total Tendered. (All Accounts)	$100,625 74
Change Paid (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER·

NATIONAL CITY MORTGAGE
4910 RIVERGRADE RD, SUITE #301
IRWINDALE , CA 91706

(281) 341-3710
(281) 341-3741
0

AS PER ORIGINAL

State Property Tax Board
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P O Box 399, Richmond, TX 77406-0399
Address City,State,Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer
IDENTIFICATION OF PROPERTY OWNER
Name Thomas, Henrietta O % National City Mtg % Lereta-Houston
Address 4910 Rivergrade Rd Ste #301, Irwindale, CA 91706 -- Fax (281) 240-4075
Telephone Number (If additional information is needed)

IDENTIFICATION OF PROPERTY
Description of Property Stafford Run Sec 4, Block 1, Lot 9
Address or Location of Property 635 Beverly Cir
Account Number of Property 7310-04-001-0090-910 or Receipt # 2002145095

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
FBC	2002	12/16/2002	$3,945.64	$972.40

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Credit Homestead Exemption per Supplement #7

I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct "

(X) _____ (X) 3-3-03
Signature Date of Application of Tax Refund

DETERMINATION OF TAX REFUND ___Approval ___Disapproval

Signature of Authorized Officer Date

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over $500 Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed $2000 or both such fine and imprisonment as set forth in Section 37 10 Penal Code

Refund 31 11

FORT BEND COUNTY

AGENDA ITEM

COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 19, 2003	SUBMITTED BY: Marsha P. Gaines	AGENDA #
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: March 25, 2003	PHONE NO.: 281-341-3730	31 B

SUMMARY OF ITEM: Approve over $500 refunds in the amount of $22,446 07

RECEIVED

MAR 19 2003

COUNTY JUDGE

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:
1. The over $500 refund report
2. Fort Bend County tax receipt
3. Application for tax refund
4. Memorandum – Re: Correction made by CAD

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Approve

Please list total amount on agenda and in the minutes.

MARSH P GAINES
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court Agenda Date March 25, 2003
Over $500 00 refunds

Account Number	Owner	Refund Amount	Reason	Precinct #
9980-03-202-0860-907	Corporate Aircraft Trust 2001-1	$22,446 07	lower value 2002	1
	TOTAL	**$22,446 07**		

03/19/2003

DUPLICATE TAX RECEIPT

PCN1 # 1007

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner.

CORPORATE AIRCRAFT TRUST
2000-1
FOR PARKER DRILLING INC
PO BOX 10316
STAMFORD , CT 06904-2316

PO Box 3649 Danbury, CT 06813-3649 Per Mr Vallee 2-19-03

Legal Description:

PERSONAL PROPERTY ARICRAFT 96
LEAR GO SER 073 N860 PD LEASED
TO PARKER DRILLING INC LOCATED
AT SUGARD AT SUGAR LAND

Parcel Address 0 SUGAR LAND MUNICIPAL
Legal Acres 0 0000

Deposit No LB032014
Validation No 900000000080587
Account No 9980-03-202-0860-907
Operator Code REPORT_MANAGER

Receipt Date 12/27/2002
Deposit Date. 12/30/2002
Print Date. 02/18/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	*FORT BEND CO DRAINAGE*	*3,273,600*	*0 026200*	*1,949 28*	*0 00*	*0 00*	1,949 28
2002	FORT BEND CO GEN FND	3,273,600	0 512540	38 132 98	0 00	0 00	38,132 98
				$40,082.26	**$0.00**	**$0 00**	**$40,082 26**

CHECK NUMBER(S)

242887

PAYMENT TYPE

Checks	$40,082 26
Cash.	$0 00
Credit Cards	$0 00
E-Fund Trans	$0 00
Others	$0 00
Total Applied	$40,082 26
Total Tendered (All Accounts)	$40,082 26
Change Paid. (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER.

CLIENT BUSINESS SERVICES INC See attached form
P O BOX
FORT MEYERS , FL 33906

(281) 341-3710
(281) 341-3741
0

AS PER ORIGINAL

State Property Tax Board
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P.O Box 399, Richmond, TX 77406-0399
Address, City,State,Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer
IDENTIFICATION OF PROPERTY OWNER
Name Corporate Aircraft Trust 2000-1 % Client Business Services Inc # 407 424-001
Address PO Box, Fort Myers, FL 33906
Telephone Number (If additional information is needed)

IDENTIFICATION OF PROPERTY
Description of Property: Personal Property Aircraft 96 Lear Go Ser 073 N860 PD Leased to Parker Drilling Inc Located at Sugar Land
Address or Location of Property: Sugar Land Municipal
Account Number of Property 9980-03-202-0860-907 or Receipt #: 2002196885

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
FBC	2002	12/27/2002	$40,082.26	$22,446.07

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Lower value--change to allocation value for 2002 per Supplement #8.

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

X R. VALLEE x 2/19/03
Signature PROPERTY TAX SPECIALIST Date of Application of Tax Refund
Peter L. Dellagnese, Property Tax Mgr, GE Capital Corp.

DETERMINATION OF TAX REFUND ____Approval ____Disapproval

Signature of Authorized Officer Date

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over $500 Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed $2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11

PLEASE MAKE CHECK PAYABLE TO "CORPORATE AIRCRAFT TRUST 2000-1."

State Property Tax Board
Tax Refund Application 31 11 (4/82)

AS PER ORIGINAL

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, TX 77406-0399
Address City,State,Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer
IDENTIFICATION OF PROPERTY OWNER
Name Corporate Aircraft Trust 2000-1 % Client Business Services Inc. # 407 4204 - 001
Address PO Box, Fort Myers, FL 33906
Telephone Number (If additional information is needed)

IDENTIFICATION OF PROPERTY
Description of Property: Personal Property Aircraft 96 Lear Gp Ser 073 N860 PD Leased to Parker Drilling Inc Located at Sugar Land
Address or Location of Property Sugar Land Municipal
Account Number of Property 9980-03-202-0860-907 or Receipt # 2002196885

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
FBC	2002	12/27/2002	$40,082.26	$22,446.07

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Lower value--change to allocation value for 2002 per Supplement #8

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

X R. VALLEE x 2/19/03
Signature PROPERTY TAX SPECIALIST Date of Application of Tax Refund

DETERMINATION OF TAX REFUND ____Approval ____Disapproval

Signature of Authorized Officer Date

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over $500 Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1., Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5000 or both such fine and imprisonment; 2 Confinement in jail for a term up to 1 year or a fine not to exceed $2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31.11

PLEASE MAKE CHECK PAYABLE TO "CORPORATE AIRCRAFT TRUST 2000-1."

MAIL TO: PO BOX 3649
DANBURY, CT 06813 3649 - address per Mr Vallee
ph (203) 749-6429
VMP 2-19-03 @ 10:45



GECapital Corp

Vendor Financial Services
General Electric Capital Corporation
P.O. Box 3649, Danbury, CT 06813-3649
Tel: 1-203-749-6429- Fax: 1-800-526-3309

February 19, 2003

Ms. Mary Ellen Pollock – Tax Research Clerk
Fort Bend County Tax Assessor/Collector
P.O. Box 399
Richmond, TX 77406-0399

Re: 2002 Refund Authorization
9980-03-202-0860-907
Supplement # 8
Owner: Corporate Aircraft Trust 2000-1
Situs: Sugar Land Municipal Airport
Sugar Land, TX
Loan # 4074204001
Amount of Refund. $ 22,446.07

Dear Mary Ellen:

As per our telephone conversation, please be advised, that the refund check should be made payable to "Corporate Aircraft Trust 2000-1".

Please send the check to the address stated above.

If there are any questions, please do not hesitate to contact me.

Thank you for your cooperation

Sincerely,

Robert Vallee
Property Tax Specialist

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
1284-01-001-0110-907						20030217
2002 8005 KHOWJA ABDUL H	TL	1	02/17/2003	3536740 DA	309 02	
CHECK PAYEE ABDUL HAMEED KHOWJA			CHECK TOTAL.		309 02	
GULZAR KHOWJA						
5310 ASHLEY WAY COURT						
SUGAR LAND TX774794147						
FIDO # 0931720						
3180-01-000-0230-901						20030217
2002 8005 ALLEN LUTHER & LINDA S	TL	1	02/17/2003	3555364 DA	593 98	
CHECK PAYEE CHARTER TITLE COMPANY FORT BEND			CHECK TOTAL		593 98	
4265 SAN FELIPE SUITE 350						
HOUSTON TX77027						
FIDO # 0931810						
9410-01-003-0450-901						20030217
2002 8005 FENNELL JAMES C & CHARLOTTE	TL	1	02/17/2003	3537064 DA	705 19	
CHECK PAYEE JAMES C FENNELL JR			CHECK TOTAL		705 19	
OR CHARLOTTE M FENNELL						
32802 WALTHAM CROSSING						
FULSHEAR TX77441						
FIDO # 0932044						
9980-03-202-0860-907						20030217
2002 8005 CORPORATE AIRCRAFT TRUST	TL	1	02/17/2003	3539251 DA	22,446 07	Loan Value
CHECK PAYEE CLIENT BUSINESS SERVICES INC			CHECK TOTAL		22,446 07	
P O BOX						
FORT MEYERS FL33906						
FIDO # 0932918						

MAKE CHECK PAYABLE TO.
CORPORATE AIRCRAFT TRUST 2000-1
PO BOX 3649
DANBURY, CT 06813-3649
See attached form

0079-SCHOOL	REC-TYPE	TL	RECEIPT 02195988						
BEFORE.	0	0	27150	27150	0	0	27150	139.15	139 15
AFTER	0	0	27150	27150	0	27150	0	00	.00
CHANGE	0	0	0	0		27150	27150-	139 15-	.00
ACT									
							ACCOUNT TOTAL	146 26-	

ACCOUNT 9964-22-202-0063-907 OWNER· VOLVO FINANCE NORTH AMERICA LEGAL· PERSONAL PROPERTY VEHICLE
25 PHILIPS PKWY LEASED TO ANDREW FRASER '02
ROLL. P DUE BY 04/01/2003 VOLVO
ACRES 0000 MONTVALE NJ 76451810

	LAND VALUE	AG EXCLUSION	IMPROV/PERS	APPR VALUE	H O V D E	EXEMPTIONS	TAXABLE VALUE	LEVY	CERTIFIED LEVY LEVY BALANCE RECEIVABLE A
0078-SCHOOL	REC-TYPE	TL	RECEIPT 02195989						
BEFORE·	0	0	36600	36600	0	0	36600	9 59	9 59
AFTER	0	0	36600	36600	0	36600	0	.00	00
CHANGE	0	0	0	0		36600	36600-	9 59-	00
ACT									
0079-SCHOOL	REC-TYPE	TL	RECEIPT 02195989						
BEFORE	0	0	36600	36600	0	0	36600	187 59	187 59
AFTER	0	0	36600	36600	0	36600	0	00	00
CHANGE	0	0	0	0		36600	36600-	187 59-	00
ACT									
							ACCOUNT TOTAL	197 18-	

ACCOUNT· 9980-03-202-0860-907 OWNER CORPORATE AIRCRAFT TRUST 2000-1 LEGAL PERSONAL PROPERTY ARICRAFT 9 LEAR GO SER 073 N860 PD LEAS
ROLL P DUE BY 04/01/2003 FOR PARKER DRILLING INC TO PARKER DRILLING INC LOCAT
ACRES· 0000 STAMFORD CT 69042316 AT SUGARD AT SUGAR LAND

	LAND VALUE	AG EXCLUSION	IMPROV/PERS	APPR VALUE	H O V D E	EXEMPTIONS	TAXABLE VALUE	LEVY	CERTIFIED LEVY LEVY BALANCE RECEIVABLE A
0078-SCHOOL	REC-TYPE	TL	RECEIPT 02196885						
BEFORE·	0	0	7440000	7440000	0	0	7440000	1949 28	1949 28
AFTER	0	0	3273600	3273600	0	0	3273600	857.68	00
CHANGE	0	0	4166400-	4166400-		0	4166400-	1091 60-	.00
								FREEZE YEAR 0000	
ACT								UNFROZEN LEVY 857.68	
0079-SCHOOL	REC-TYPE	TL	RECEIPT 02196885						
BEFORE	0	0	7440000	7440000	0	0	7440000	38132.98	38132 98
AFTER	0	0	3273600	3273600	0	0	3273600	16778.51	00
CHANGE	0	0	4166400-	4166400-		0	4166400-	21354 47-	00
								FREEZE YEAR· 0000	
ACT								UNFROZEN LEVY 16,778 51	
							ACCOUNT TOTAL	22446 07-	

ACCOUNT 9980-06-202-0042-907 OWNER FRANKS CASING CREW & RENTAL TOOLS INC LEGAL. PERSONAL PROPERTY AIRCRAFT N42FC 1984 BEECH 58 SER
ROLL P DUE BY 04/01/2003 % MARK MARGAVIO TH-1406 LOCATED AT SUGAR LAN
ACRES. 0000 HOUSTON TX 770791218 MUNICIPAL AIRPORT AIRPORT

	LAND VALUE	AG EXCLUSION	IMPROV/PERS	APPR VALUE	H O V D E	EXEMPTIONS	TAXABLE VALUE	LEVY	CERTIFIED LEVY LEVY BALANCE RECEIVABLE A
0078-SCHOOL	REC-TYPE	TL	RECEIPT 02196890						
BEFORE	0	0	279200	279200	0	0	279200	73 15	73 15

OWNER NAME AND ADDRESS	PROPERTY DESCRIPTION	RECEIPT #		CURRENT VALUES	PRIOR VALUES	GAIN/LOSS
P173877 (227812)						
9966-10-094-4690-901	PERSONAL PROPERTY DEALER'S MOTOR		PERSONAL $	12,480	12,480	
JUST TRANSPORTATION INC	VEHICLE INVENTORY LOCATED AT 2000					
2000 AVENUE H	AVE H IN ROSENBERG	D01	ASSESSED $	0	12,480	-12,480
ROSENBERG, TX 77471-2632	SITUS: 2000 AVE.H		TAXABLE $	0	12,480	-12,480
	ENTITIES:					
	EXEMPT:					
	SPTB CODE: S SUPP CODE: DEL - DELETE PROPERTY FR DELETE FOR 2002 & CURRENT - BUSINESS CLOSED IN 2001/ROBERT ALLEN ENTERPRISES HAS BEEN IN THIS LOCATION SINCE 2001					
P273449 (387004)						
9980-03-202-0860-907	PERSONAL PROPERTY AIRCRAFT 2 LEAR		PERSONAL $	3,273,600	7,440,000	
CORPORATE AIRCRAFT TRUST 2000-	60 SER 075 N860 PD LEASED TO PARKER					
FOR PARKER DRILLING INC	DRILLING INC LOCATED AT SUGAR LAND	D01	ASSESSED $	3,273,600	7,440,000	-4,166,400
PO BOX 10316	MUNICIPAL AIRPORT		TAXABLE $	3,273,600	7,440,000	-4,166,400
STAMFORD, CT 06904-2316	SITUS: SUGAR LAND MUNICIPAL AIRPORT					
	ENTITIES: G01, C21, S07, D01, F01					
	EXEMPT:					
	SPTB CODE: L1 SUPP CODE: CV - CHANGE VALUE CHANGE TO ALLOCATION VALUE FOR 2002 & CURRENT					

pp

OP Hold

Ref. 224467

LB 032014

2002196485



LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

MEMORANDUM

TO: **Marsha P. Gaines, Fort Bend County Tax Assessor/Collector**

FROM: **Mike Siwierka, Attorney**

DATE: **03/18/03**

RE: **25.25(d) Correction Made By CAD on Aircraft Account No. P273449**

In valuing commercial and business aircraft, Appraisal Districts use an "allocated value" as set out under Tax Code Section and 21 055. The flight logs of the plane from the previous year are used to determine the percentage of departures and landings that have occurred in Texas This percentage is multiplied against the appraised value to get the "allocated value" of the aircraft. The allocated value is the taxable value. On the above account, the Fort Bend CAD determined that the planes market value was $7,311,320 on January 1, 2002. The flight logs revealed that the plane was flown in Texas 44% of the total time it was in flight in year 2001. As a side, this plane was not on the appraisal roll in 2001.

Under the Interstate Commerce Clause of the United States Constitution, commercial and business aircraft must be assessed on their allocated value The aircraft owner can either agree or disagree with the CAD's determination of value. The legislature has given property owners two specific procedures to challenge the appraised value on appraisal rolls under Chapter 41 and 42 and under Section 25.25(d).

Historically, the appraisal roll could only be changed to correct a "clerical" error. Now, Appraisal Districts routinely use 25.25 to make changes "anytime before taxes become delinquent". The change cannot be made unless the "error" resulted in the first appraisal of this aircraft being overvalued by one-third of the corrected value. Thus, this Section of the Tax Code requires a big disparity between the original value on property, and its corrected value. Because of this disparity, and the fact that taxing entities rely on the taxes generated on the original value, the legislature added a penalty provision to this Section of the Code. Thus, the owner of the above aircraft has to pay taxes on the allocated value plus 10 percent of the taxes as calculated on the basis of the allocated/corrected appraised value.

There is no provision in the Tax Code where the entities can challenge this type of correction.

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

DATE SUBMITTED: 3/14/03	SUBMITTED BY: Ann Werlein	AGENDA
	DEPARTMENT: County Judge	# 32
COURT AGENDA DATE: 3/25/03	PHONE NO.:	A, B

SUMMARY OF ITEM: A. Take all appropriate action to authorize the County's participation in the AirCheckTexas Repair and Replacement Program and authorize development of an activity plan, and agreement between Fort Bend County and the Texas Commission of Environmental Quality for grant funding. (No match required)

B. Take all appropriate action to authorize County Attorney to prepare an agreement between Houston-Galveston Area Council and Fort Bend County for administration of the program.

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

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:		COMMENTS:
Yes () No () N/A (✓)	One Time	0	
Funding Source:	Recurring	0	
Fund Agency Object	N/A	0	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED.

Attachments: Resolution ~~Order~~ authorizing participation in the program and County Attorney to prepare contracts.
Draft Activity Plan for program.
H-GAC Scope of Service for program administration.

3-31-03 Original Resolution sent to Donna @ Co. Judges Office.

COUNTY JUDGE
Fort Bend County, Texas

Robert E Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

MEMORANDUM

TO Commissioners Court

FROM Office of the County Judge

DATE March 17, 2003

SUBJECT TCEQ - Low Income Repair, Retrofit and Accelerated Vehicle Replacement Program (LIRAP) OR AirCheckTexas Repair and Replacement Assistance Program

May 1, 2003 the Texas Commission on Environmental Quality (TCEQ) will implemented the State's new vehicle emission testing program known as AirCheckTexas. Fort Bend County being a non-attainment county is required to participate in this new emission testing program.

Texas Health & Safety Code §382.209 **allows** counties that are required to participate in the emission testing program to implement a voluntary assistance program (Low Income Repair, Retrofit and Accelerated Vehicle Replacement Program or LIRAP) for those vehicles that fail the inspection The assistance program provides repair, retrofit, and vehicle replacement to vehicle owners whose vehicles have failed the emission test and whose net family income is at or below 200% of the federal poverty level Examples – A family of two with annual income less than $23,880 and family of four with annual income less than $36,200

The program is funded with $6 of each inspection done in the State The funds are passed from the TCEQ in grants to participating counties.

Commissioners Court needs to decide the following:

I Does the County want to participate in this AirCheckTexas Repair and Replacement Assistance Program?

II How should the program be administered?

I Voluntary Program Participation:

- Approve Order/Resolution stating the County wants to participate in the program and authorize County Attorney to review/prepare an agreement with the TCEQ. TCEQ is the funding source for this grant. Currently TCEQ is preparing a contract and will submit to the county for review
- Develop an Activity Plan that outlines the Details of the Program. (Draft Plan attached)

II Program Administration

- Option 1 – Fort Bend County would administer the program It would require involvement of three departments. Auditor, County Judge's Office, Social Services. County would be paid 5% of the total money received for the administration of the project Please see the letter from Ed Sturdivant. We are still waiting for estimated figures for the grant amount The Court would appoint a Local Advisory Panel to provide advice on the program
- Option 2 – Fort Bend County would contract with H-GAC to administer the program with the 5% administrative fee going to H-GAC See attached Scope of Service that H-GAC will provide for this program

Next Steps:

- Resolution for Participation in the AirCheckTexas Repair and Replacement Assistance Program
- Completion of the Activity Plan for Fort Bend County participation
- Approval of Agreement between TCEQ and Fort Bend County for program funds.
- Approval of Agreement between H-GAC and Fort Bend County for administration of the program

cc Auditor
County Attorney

Attachments

Draft Order authorizing participation in the program
Draft of Activity Plan for program implementation.
Scope of Services from H-GAC for program administration

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RESOLUTION

A Resolution of the County of Fort Bend, Texas (hereinafter called "County"), for the purpose of participating in the AirCheck Texas Repair and Replacement Assistance Program (hereinafter called the Program); and,

WHEREAS, Texas Health & Safety Code § 382 209 allows the County to participate in an assistance program for eligible residents in the County, and,

WHEREAS, County recognizes that Texas Commission on Environmental Quality (TCEQ) will provide funding for the Program, and,

WHEREAS, No matching funds are required

NOW THEREFORE BE IT RESOLVED THAT:

SECTION I: County hereby acknowledges that on May 1, 2003 the TCEQ will implement the State's vehicle emission testing program know as AirCheck Texas

SECTION II: County hereby acknowledges that the TCEQ will provide funding for a Repair and Replacement Assistance Program

SECTION III: County hereby acknowledges that they are eligible to participate in the Assistance Program, and by adopting this Resolution signifies the County's desire to participate in the Assistance Program

SECTION IV County hereby acknowledges that matching funds are not required

SECTION V: County hereby adopts this Resolution to participate in the AirCheck Texas Repair and Replacement Assistance Program to benefit eligible residents of Fort Bend County

PASSED by the affirmation vote of the County on this 25th day of March 2003

FORT BEND COUNTY, TEXAS

Robert E Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

DRAFT

FORT BEND COUNTY
LOW INCOME REPAIR, RETROFIT AND ACCELERATED VEHICLE REPLACEMENT PROGRAM (LIRAP) ACTIVITY PLAN

PURPOSE

This document has been developed and is submitted to the Texas Commissioner Environmental Quality (TCEQ) in fulfillment of the requirement for a LIRAP activity plan, as contained in the grant agreement between Fort Bend County and TCEQ It also serves as the scope of services for the agreement between Fort Bend County and the Houston-Galveston Area Council (H-GAC) to administer LIRAP

BACKGROUND

The low income vehicle repair, retrofit and accelerated vehicle replacement program (LIRAP) provides financial assistance for low income vehicle owners whose vehicles have failed emissions tests. Financial assistance can be used to repair the vehicle so that it may pass the emissions test or retrofit the vehicle to pass the emissions test Vehicles failing emissions tests may also be retired by providing assistance to low income owners to purchase a replacement vehicle

H-GAC will administer LIRAP in, and on behalf of, Fort Bend County The program will be implemented in accordance with state law, TCEQ rules and the agreement between Fort Bend County and TCEQ

PROGRAM DESIGN

H-GAC will implement the program through its human services department, in cooperation with its transportation/air quality department. A program administrative unit in the H-GAC offices will approve applications for assistance and authorize payments H-GAC will staff the administrative unit with adequate, qualified personnel Job descriptions and names of persons filling the positions will be maintained by H-GAC, and provided to Fort Bend County and TCEQ upon request In addition, to the extent administrative funds are available a limited number of The WorkSource career offices will assist in determining financial eligibility.

The H-GAC program administrator will perform the following tasks:

- Manage LIRAP services within Fort Bend County
- Disseminate public information on LIRAP
- Respond to public concerns, complaints and appeals
- Process applications, authorize vouchers and approve payments
- Negotiate vendor agreements with Texas DPS recognized emission repair facilities
- Verify applicant and vehicle eligibility
- Provide information to applicants about DPS recognized emission repair facilities
- Maintain a program database and prepare required reports to TCEQ and Fort Bend County
- Monitor program activity for compliance with applicable laws and rules
- Evaluate the program and revise as needed

DETERMINING ELIGIBILITY

Applications for LIRAP assistance will be available at The WorkSource offices, vehicle inspection and maintenance stations, TCEQ offices, DPS offices and other locations To be eligible for LIRAP, a vehicle owner's net family income must be at or below 200% of the federal poverty level Individuals applying for LIRAP assistance must provide information documenting their financial status to H-GAC or in person at designated WorkSource offices. Applicants must provide source documents, such as pay stubs, documenting their last three months' income. Applicants may also document their eligibility by providing information demonstrating that they qualify for the following Texas Department of Human Services programs Medicaid, Temporary Assistance for Needy Families (TANF), Children's Health Insurance Program (CHIP), Supplemental Security Income (SSI), Refugee Relocation programs and Food Stamps H-GAC can access relevant state data bases to verify the applicant's status for TANF and Food Stamp programs. Case numbers and other sensitive information will remain confidential Applicants may provide alternative documentation for other public assistance programs by providing a CHIP insurance card, Medicaid identification letter, evidence of SSI payments or other TCEQ acceptable documentation. The applicant will also be required to certify that the information provided is true and correct

In addition to income eligibility, the vehicle must have been registered in Fort Bend County for the past two years and failed an emissions test within the last thirty days. Vehicle registration data will be verified by H-GAC using the Vehicle Information Database The verification will accomplished through TCEQ until H-GAC is able to access that database directly The applicant must also provide the Vehicle Inspection Report (VIR) verifying that the vehicle has passed the safety test, but failed the emissions test

For the accelerated vehicle retirement program, the applicant must also establish vehicle ownership.

LIRAP funds will not be used for fleet vehicles, commercial vehicles, government vehicles, classic vehicles or vehicles not regularly used for transportation during the normal course of daily activities.

AUTHORIZING ASSISTANCE

H-GAC will approve applications and issue vouchers to eligible applicants. The vouchers will authorize payments to DPS recognized emission repair facilities and to approved car dealers for replacement vehicles The vouchers will authorize reimbursement of up to $600 for vehicle repairs and $1,000 for vehicle replacement For repairs, the applicant must pay $30 toward the total repair cost. Payments to vendors will be in accordance with vendor agreements for actual repair expenses incurred, less the $30 applicant payment.

❑ VEHICLE REPAIR PROGRAM

To be eligible for the Vehicle Repair Program, vehicles of low income-eligible persons must have failed an emissions test in the last 30 days and passed the safety test or provide assurance that it can pass the safety test. Vehicles must be registered in Fort Bend County, be operable, be between 2 and 24 years old and gasoline powered.

The following steps outline the program flow from application to payment authorization and repair. These steps may be revised as necessary for efficient administration

1 Vehicle owner submits application within 30 days of failed emissions test by mail to H-GAC or at a WorkSource office
2 H-GAC verifies vehicle owner eligibility
3. H-GAC approves the application and provides applicant a voucher and a list of recognized repair facilities
4 The applicant takes vehicle and voucher to a recognized repair facility.
5 Repair facility performs diagnostics, determines repair requirements and costs
6 Vehicle owner may decline to participate further, opt for vehicle retirement, or agree to repairs
7. If owner opts for repairs, repairs are attempted.
8 Upon successful completion of repairs (vehicle must pass an emissions test prior to the repair facility getting reimbursed), repair facility forwards a copy of the invoices, signed by the vehicle owner and the re-test VIR for reimbursement
9 H-GAC will reimburse the repair facility after receiving complete, properly documented paperwork

- **VEHICLE RETROFIT PROGRAM**

At this time, there is no currently approved EPA certified or verified retrofit equipment available for use on gasoline engines

- **ACCELERATED VEHICLE RETIREMENT**

Financial assistance may be provided to a qualifying vehicle owner to retire a vehicle that has failed an emissions test The assistance is used to purchase a replacement vehicle after determining that repair or retrofit is not economical The vehicle owner will be required to deliver the vehicle failing the emissions test to a designated retirement facility Financial assistance for purchase of a replacement vehicle can range from $600 to $1,000

To be eligible for the accelerated vehicle retirement program, vehicles must have failed an emissions test in the last 30 days and passed a DPS safety or safety and emissions inspection test within the last 15 months The vehicle must be currently registered in Fort Bend County and must have been registered in Fort Bend County for the past two years. It must be operable and be within 2 to 24 years old and gasoline powered

The following steps outline the program flow from eligibility determination, to payment authorization to vehicle retirement and replacement.

1. Vehicle owner submits application within 30 days of failed emissions test by mail to H-GAC or at a WorkSource office
2 H-GAC verifies vehicle owner eligibility, including vehicle title and send owner a voucher, retirement information sheet, and a list of salvage yards
3 Applicant takes vehicle and retirement information sheet to a licensed salvage facility.
4 Retirement facility accepts vehicle and destroys, recycles, or dismantles vehicle. (Forward copy of signed information sheet to H-GAC)

5 Owner makes arrangements with licensed Texas auto dealer to purchase replacement vehicle and sends H-GAC completed voucher (signed by owner and dealership) and signed buyer's order
6 Replacement vehicle must have passed an emissions test and have a current inspection sticker that is no more than three months prior to the purchase date. Verification that the vehicle has successfully passed the safety and emissions test must be presented to H-GAC
7 H-GAC pays auto dealer when we have received the signed voucher, buyer's order, and retirement information sheet

VENDOR RELATIONS

H-GAC will develop and execute vendor agreements with designated repair facilities All DPS recognized repair facilities are eligible to enter into vendor agreements The agreement will describe vendor and H-GAC responsibilities, paperwork flow and procedures for reimbursement The vendor agreement will also include language concerning LIRAP provisions and penalties for fraud. A designated staff person will work with vendors to develop the agreements, answer vendor questions and disseminate information to the vendor network

PROGRAM MONITORING

H-GAC will implement program controls, including a monitoring program, consistent with funding available, that provides safeguards for preventing fraud. Vendor invoices will be reviewed against industry standards for such repairs. A selected group of vendors will be monitored for proper payment, completion of required repairs and compliance with the vendor agreement Likewise, selected applicant files will be tested for eligibility and adequacy of documentation

H-GAC will review data from the reporting system to determine if any monitoring activities are warranted and if necessary, take corrective action. H-GAC will also respond to complaints of improper activity, investigate them to the extent resources permit and report to TCEQ, TDPS or other local authorities if circumstances warrant. H-GAC and Fort Bend County understand that if these controls and monitoring procedures are implemented that TCEQ will not disallow costs for ineligible participants or repair costs resulting from participant or vendor misrepresentations

OTHER H-GAC PROGRAM FEATURES

In addition to administering LIRAP, H-GAC will work with the region's Air Emission Reduction Credit Organization to develop private sector support and credits H-GAC will also disseminate public information materials to vendors, repair stations, career center offices and non-profit agencies.

LEVELS OF SERVICE

Based upon TCEQ estimates approximately 4,387 vehicle owners will qualify for repair or replacement assistance during the first full year of operation. As required by TCEQ, H-GAC will track the following indicators of service.

- Number of persons applying for assistance
- Number of persons qualifying for assistance
- Number of vehicles repaired
- Number of vehicles replaced

H-GAC will, at the end of each quarter, deliver the TCEQ-required spreadsheet and Financial Status Report to the TCEQ and to Fort Bend County. H-GAC will maintain records on the LIRAP program for a minimum of three years

ANNUALIZED BUDGET

Personnel will be assigned to the project based upon business volume, need and available funding. Fort Bend County funds will not be available until May 1, 2003 H-GAC will fund the program until the first advance from TCEQ is received by Fort Bend County at which time payment will be made from Fort Bend County to H-GAC per Interlocal Agreement with H-GAC Fort Bend County will contribute approximately **$8,785** in state fiscal year 2003 funds toward H-GAC's 2003 administrative budget, based on estimates from TCEQ Following is the estimated H-GAC administrative budget

H-GAC annual administrative budget:		
-Personnel	$221,880	
-Indirect costs @15% of personnel	33,282	
-Travel	3,000	
-Equipment	12,000	
-Other	38,500	
H-GAC sub-total	$308,662	
Subcontracts Worksource offices:	$240,000	
Subtotal administrative costs	$548,662	
Fort Bend County contribution		**$8,785**

Repair and replacement assistance. Based on TCEQ data, the budget for repair and replacement assistance for the period May, 2003 through August, 2003 is estimated at

Repair assistance—258 @ maximum $600/vehicle	$154,924	
Vehicle retirement—12 @ $1,000/vehicle	12,000	
Subtotal repair and replacement		$166,924
Total costs		**$175,709**

Revenue		
--LIRAP administration	$ 8,785	
--LIRAP repair and replacement assistance	166,924	
Total revenue		**$175,709**

H-GAC contributes federal Congestion Mitigation/Air Quality (CMAQ) funds and uses allowable LIRAP administrative funds from other participating counties to fund the administration of the project This is included for information purposes only and do not constitute a contractual obligation

PAYMENT OF FUNDS

TCEQ will advance funds collected from fiscal year 2003(May 1-August 31, 2003) to Fort Bend County. Fort Bend County will advance these funds to H-GAC upon request by H-GAC and authorization of the proper Fort Bend County official

After the initial advance, Fort Bend County will request that TCEQ reimburse actual expenses incurred by H-GAC quarterly using the procedures described below

REIMBURSEMENT PROCESS

H-GAC will prepare and certify the Supplemental Form #269 (Financial Status Report) quarterly The Financial Status Report will be submitted by the 15th day following the appropriate quarter as outlined below:

September, October, November – due December 15th
December, January, February – due March 15th
March, April, May – due June 15th
June, July, August – due September 15th

The original Financial Status Report will be submitted to the Fort Bend County Auditor's Office, Grant Accountant – Joyce Kovar or her successor In addition, a copy will be submitted to the Office of the County Judge.

The Fort Bend County Auditor's Office will perform a review of the Financial Status Report to determine that H-GAC is not exceeding the 5% limit on administrative costs. Subsequent to this review, Fort Bend's Auditor will forward the Original Financial Status Report onto TCEQ for processing.

TCEQ will wire funds to Fort Bend County no later than 30 days after receipt of the reimbursement request in accordance with Fort Bend County's wire transfer instructions.

Interest earned in excess of $250 per year from the state funding is considered program income. Five percent of the interest earned may be used for program administration. The remaining funds may be committed to vehicle repair, retrofit, and retirement

Upon receipt of the initial advance, the ongoing Financial Status Reports from H-GAC, and the reimbursements from TCEQ, the Fort Bend County Auditor will make the appropriate General Ledger entries in accordance with Generally Accepted Accounting Principles.

REPORTING PROCESS

H-GAC will prepare all TCEQ required activity reports quarterly These quarterly activity reports shall be submitted along with the applicable Financial Status Report to the Fort Bend County Auditor and a copy to Office of the County Judge for Fort Bend. Fort Bend County will forward the applicable Financial Status Report and the Quarterly activity reports onto TCEQ upon completion of the review noted in the Reimbursement Process section of this activity plan.

RECORD RETENTION

H-GAC shall maintain records adequate to verify the costs incurred in conducting LIRAP and shall afford Fort Bend County and its authorized representatives the opportunity to inspect and audit such records upon reasonable notice. Records relating to LIRAP shall be maintained for three (3) years after the expiration of the Agreement or until all claims or disputes relating to the Agreement are resolved, whichever is later

TCEQ will prepare quarterly reports indicating total actual collections and the amount applicable to Fort Bend County by the 20th of the month following the end of the quarter These reports will be sent to Fort Bend County and H-GAC no later than the 25th of each month following the end of the quarter

Houston-Galveston Area Council

Air Check Texas Repair and Replacement Assistance Program
Scope of Services

Background and Purpose

The purpose of the AirCheckTexas Repair and Replacement Assistance program is to provide financial assistance for low-income vehicle owners whose vehicles have failed emissions tests. Financial assistance can be used to repair the vehicle so that it can pass the emissions test or to help the owner purchase a replacement vehicle that will pass the emissions test

The Houston-Galveston Area Council (H-GAC) administers Repair and Replacement Assistance in, and on behalf of, Harris County The program will be implemented in accordance with state law, Texas Commission on Environmental Quality rules and the agreement between Harris County and H-GAC

Owner Eligibility

To be eligible for assistance, a vehicle owner's net family income must be at or below 200% of the federal poverty level or the family must receive public assistance (including cash welfare, food stamps, Medicaid, etc) The vehicle must have been registered in Harris County for the past two years, be between 2 and 24 years old, have passed or be able to pass the Texas Department of Public Safety's safety inspection, and have failed the emissions test

In order to be eligible for replacement assistance, the applicant must also establish vehicle ownership

Financial assistance will not be used for fleet vehicles, commercial vehicles, government vehicles, classic vehicles or vehicles not regularly used for transportation during the normal course of daily activities

Authorizing Assistance

Applications will be available at all recognized emissions test sites throughout Harris County, at H-GAC, and on-line. Vehicle owners must complete an application form and provide it to H-GAC with appropriate supporting documents which verify family income and attest to the vehicle's emissions test failure. H-GAC will review all applications and determine if the owner and the vehicle are eligible for assistance

H-GAC will approve applications from eligible vehicle owners and issue vouchers to eligible applicants The vouchers authorize payments to DPS approved repair vendors and to approved car dealers for replacement vehicles H-GAC will pay up to $600 for vehicle repairs and

between $600 and $1,000 for vehicle replacement. For repairs, the vehicle owner must pay $30 toward the total repair cost. Payments to vendors will be in accordance with vendor agreements for actual repair expenses incurred, less the $30 applicant payment.

VEHICLE REPAIR PROGRAM

The following steps outline the program flow from application to payment authorization and repair. H-GAC may revise these steps as necessary for efficient administration

1. Vehicle owner submits application within 30 days of failed emissions test by mail to H-GAC
2 H-GAC verifies vehicle owner eligibility
3. H-GAC approves the application and provides applicant (a) a voucher authorizing repair and (b) a list of recognized repair facilities
4 The applicant takes vehicle and voucher to a recognized repair facility
5. Repair facility performs diagnostics, determines repair requirements and costs
6 Vehicle owner may decline, opt for vehicle retirement, or agree to repairs.
7 Owner opts for repairs and repairs are completed (vehicle must pass an emissions test prior to the repair facility getting reimbursed).
8 Repair facility forwards (a) a copy of the invoice signed by the vehicle owner, (b) a copy of the signed voucher, and (c) the re-test VIR for reimbursement
9 H-GAC will reimburse the repair facility after receiving complete, properly documented paperwork.

ACCELERATED VEHICLE RETIREMENT

Financial assistance may be provided to a qualifying vehicle owner to retire a vehicle that has failed an emissions test The assistance is used to purchase a replacement vehicle after determining that repair or retrofit is not economical The vehicle owner will be required to deliver the vehicle failing the emissions test to a designated retirement facility Financial assistance for purchase of a replacement vehicle can range from $600 to $1,000

Vehicles must have failed an emissions test in the last 30 days and passed a DPS safety or safety and emissions inspection test within the last 15 months. The vehicle must have been registered in Harris County for the past two years, it must be operable and be within 2 to 24 years old and gasoline powered

The following steps outline the program flow from eligibility determination, to payment authorization to vehicle retirement and replacement

1. Vehicle owner submits application within 30 days of failed emissions test by mail to H-GAC.
2. H-GAC verifies vehicle owner eligibility, including vehicle title
3. Applicant takes vehicle and voucher to a designated retirement facility

4. Retirement facility accepts vehicle and destroys, recycles, or dismantles vehicle. (Forward copy of signed paperwork to H-GAC)
5 H-GAC provides voucher to vehicle owner toward vehicle replacement at authorized dealers
6 Vehicle owner provides proof of replacement vehicle purchase to H-GAC.
7 Dealer invoices H-GAC and H-GAC issues payment within 30 days

VENDOR RELATIONS

H-GAC will execute vendor agreements with all participating recognized emissions repair facilities and participating vehicle dealers.

Call us at 832 681 2527 if you have questions or call Bruce Thomasson, our vendor specialist, directly at 713 499 6664

Houston-Galveston Area Council AirCheckTexas Repair and Replacement Assistance Program
PO Box 22777 Houston TX 77227-2777 832.681.2527 phone 832.681.2530 fax
Email. aircheckteXas@hgac.cog.tx.us Web site: http://www.hgac.cog.tx.us

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

DATE SUBMITTED: March 10, 2003	SUBMITTED BY: Marsha P. Gaines	AGENDA #
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: March 25, 2003	PHONE NO.: 281-341-3730	33B

SUMMARY OF ITEM: Request for wavier of Penalty and Interest – Li, Xiaodong & Zhou Aiping; Acct#: 6465-02-001-0210-901; 2002 Tax Year; Precinct 1.

FORT BEND COUNTY
MAR 10 2003

RENEWAL CONTRACT/AGREEMENT. Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:
1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

COUNTY JUDGE

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:
Consider wavier of Penalty and Interest
Tax Assessor/Collector does recommend wavier of Penalty and Interest

COUNTY JUDGE
Fort Bend County, Texas

Robert E Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

March 13, 2003

Mr Xiaodong Li
22118 Emerald Run Lane
Richmond, Texas 77469

Reference Account # 6465-02-001-0210-901
Tax Year 2002, Precinct 1

Dear Mr Li

The County has received your request to waive penalty and interest in the amount of $34 70 on property taxes for the referenced account for the year 2002

If you have documented proof of an ***error*** on the part of the County Tax Office or the Central Appraisal District, you may present that documentation to the Commissioners Court on March 25, 2003, at 1 00 p m , when your request will be considered The Commissioners Court is located at the William B Travis Annex, 301 Jackson Street, Suite 700, in Richmond, Texas

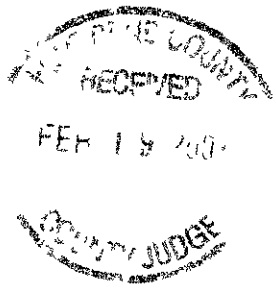
Please contact your Commissioner, Tom Stavinoha, at 281-344-9400 if you wish to discuss your request in further detail

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District

Sincerely,

Robert E Hebert

cc Commissioner, Precinct 1, Tom Stavinoha



Xiaodong Li & Aiping Zhou
22118 Emerald Run Lane
Richmond, TX 77469

Feb 16, 2003

Dear County Judge Hebert,

I am writing to request waiver of penalty and interest of our **2002 Fort Bend County taxes** Our check was returned on Feb. 11, 2003 because our post mark date is Feb 1, 2003 Actually, we receive the bill from the Ft. Bend County Tax Assessor-Collector on Jan 30, 2003 (please see attached copy of envelop) We wrote the check on Jan. 31 (see attachment) and mailed it out the same day As you can see, our payment was delayed because the bill was sent to us too late It was sent out almost the last day of the month. They should at least allow us several days to prepare the payment It is the County Tax Assessor-Collector's fault that they sent the bill too late We request that our penalty and interest of 2002 Fort Bend County property taxes be waived

Thank you for your consideration.

Account Number. **6465-02-001-0210-901**
Mailing address
Xiaodong Li & Aiping Zhou
22118 Emerald Run Lane
Richmond, TX 77469
Phone **281-342-5944**

Xiaodong Li & Aiping Zhou

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co.fort-bend.tx.us

February 11, 2003

XIAODONG LI OR AIPING ZHOU
22118 EMERALD RUN LANE
RICHMOND, TX 77469

RE: 6465-02-001-0210-901

DEAR TAXPAYER:

We are returning your check # 188 in the amount of $ 495.73 representing payment of your 2002 Fort Bend County taxes.

Your immediate response is requested for the following reason (s):

☒ **You failed to remit the correct amount due. Payments are processed by the post mark date stamped by the post office, your post mark date is02/01/03. Remit $530.43 by 03/04/03. (21 days from date of this notice). Note penalty &interest increase monthly.**

☐ **We do not collect for _____. Re-issue check to the address shown on their statement.**

☐ **You failed to sign your check/money order. Please sign and return prior to _____.**

☐ **We do not collect for _____ taxing entity. Please issue a separate check made payable to each entity. Mail our payment to:**
Marsha P. Gaines, P. O. Box 399 Richmond Tx 77406-0399

☐ **This account is previously paid by _____, check # _____ in the amount of $_____ .**

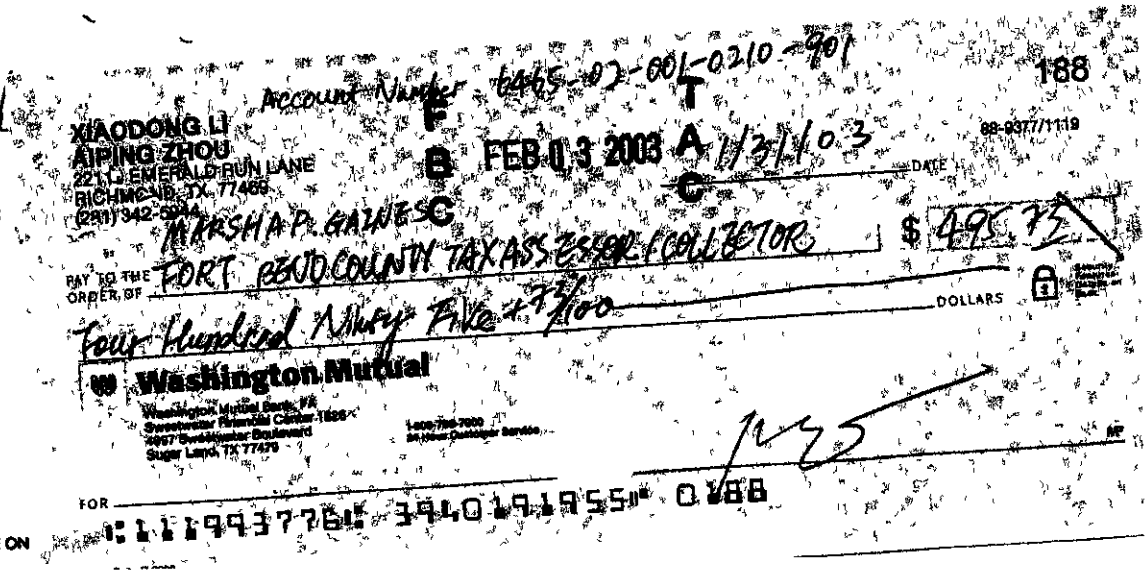
☐ **Other: _____**

Should you need additional information, please call our office at 281-341-3720.

Sincerely,

BONNIE WILLIAMS
Property Tax Collections

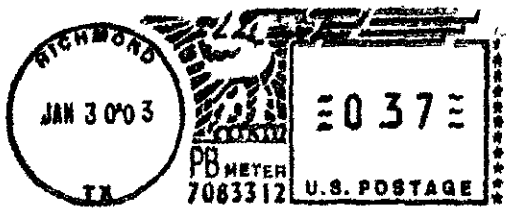
Enclosures



FORT BEND COUNTY DOES NOT DISCRIMINATE ON

Envelope of the bill received on Jan. 30.

Marsha P. Gaines
Fort Bend County Tax Assessor-Collector
P O. Box 399
Richmond, Texas 77406-0399



2003年地税
(2003 Property 已付 1/31
Tax. paid 1/31)

77469+6355 05

DUPLICATE TAX RECEIPT

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

LI XIAODONG & ZHOU AIPING
22118 EMERALD RUN LN
RICHMOND , TX 77469-0000

Legal Description:

RIVERPARK WEST SEC 2, BLOCK 1, LOT 21

Parcel Address: 0 EMERALD RUN LN
Legal Acres 0 0000

Deposit No: *O3022112*
Validation No: 900000000285044
Account No· 6465-02-001-0210-901
Operator Code *VISHAKHAS*

Receipt Date· 02/18/2003
Deposit Date: 02/21/2003
Print Date· 02/25/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	22,500	1 664500	374 51	26.22	0 00	400 73
2002	FORT BEND CO DRAINAGE	22,500	0 026200	5 90	0 41	0 00	6 31
2002	FORT BEND CO GEN FND	22,500	0 512540	115 32	8 07	0 00	123 39
				$495 73	**$34.70**	**$0 00**	**$530.43**

CHECK NUMBER(S)

195

PAYMENT TYPE.

Checks:	$530 43
Cash.	$0 00
Credit Cards:	*$0 00*
E-Fund Trans·	$0 00
Others·	$0 00
Total Applied·	$530 43
Total Tendered. (All Accounts)	$530 43
Change Paid (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER:

LI XIAODONG & ZHOU AIPING
22118 EMERALD RUN LN
RICHMOND , TX 77469-0000

(281) 341-3710
(281) 341-3741
0

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE. February 24, 2003

TO: County Judge Robert E Hebert
Commissioner Tom D. Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Ben W. "Bud" Childers, County Attorney

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE. Waiver of Penalty and Interest –Li Xiaodong & Zhou Aiping.; Acct#· 6465-02-001-0210-901; 2002 Tax Year; Legal Description: Riverpark West Sec 2, Block 1, Lot 21, **Precinct 1**

Xiaodong Li & Aiping Zhou is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

- see attached synopsis

Breakdown of Taxes Paid:

Base Tax	$495.73
Penalty and Interest	**$ 34.70**
Attorney Fees	$ 0.00
Total Paid	$530.43

I **do** recommend waiver of penalty and interest due to Section 33.011 (a)(1) of the Tax Code which states, "...shall waive penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit ..caused or resulted in the taxpayer's failure to pay the tax before delinquency.. "

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE COLOR NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail: gainemar@co fort-bend tx us

Tax Office records indicate

- 2002 original tax roll has the above referenced account number listed as D R Horton-Texas Ltd, 10850 Richmond Ave Ste 275, Houston, TX 77042-3721
- October 2002, original 2002 tax statement mailed to D R Horton-Texas Ltd, 10850 Richmond Ave Ste 275, Houston, TX 77042-3721
- October 2, 2002, our office received name and address report #2 from the Fort Bend Central Appraisal District. At this time, the tape for processing was sent to our tax system agents (ACT)
- The processing of this name and address report was overlooked by the agents and the tape was never processed in the tax system.
- January 2003, our office processed the change on the account manually and mailed a 2002 tax statement to the current owner: Li Xiaodong & Zhou Aiping, 22118 Emerald Run Ln, Richmond, TX 77469
- No returned mail received on this account.
- February 2003, we received payment from Xiaodong Li or Aiping Zhou for the base amount of the taxes
- February 11, 2003, we returned the check as short since it did not include the February penalty and interest amount due
- Payment for the 2002 taxes was made by Li Xiaodong & Zhou Aiping on February 18, 2003, for Fort Bend County and Lamar C.I.S D property taxes.

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE COLOR, NATIONAL ORIGIN SEX RELIGION AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 10, 2003	SUBMITTED BY: Marsha P. Gaines	AGENDA
	DEPARTMENT: Tax Assessor/Collector	#
COURT AGENDA DATE: March 25, 2003	PHONE NO.: 281-341-3730	33C

SUMMARY OF ITEM: Request for wavier of Penalty and Interest – Magid, Bruce & Alexis R.; Acct#: 2011-01-003-0050-901; 2002 Tax Year; Precinct 1.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:
1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

MAR 10

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Consider wavier of Penalty and Interest

Tax Assessor/Collector does not recommend wavier of Penalty and Interest

COUNTY JUDGE
Fort Bend County, Texas

Robert E Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

March 13, 2003

Mr Bruce Magid
6413 Ridgepond Place
East Lansing, Michigan 48823

Reference Account # 2011-01-003-0050-901
Tax Year 2002, Precinct 1

Dear Mr Magid

The County has received your request to waive penalty and interest in the amount of $87 91 on property taxes for the referenced account for the year 2002

If you have documented proof of an ***error*** on the part of the County Tax Office or the Central Appraisal District, you may send that documentation for presentation to the Commissioners Court on March 25, 2003, at 1 00 p.m , when your request will be considered The Commissioners Court is located at the William B Travis Annex, 301 Jackson Street, Suite 700, in Richmond, Texas

Please contact your Commissioner, Tom Stavinoha, at 281-344-9400 if you wish to discuss your request in further detail

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District.

Sincerely,

Robert E Hebert

cc Commissioner, Precinct 1, Tom Stavinoha

MSUglobal
online connection

FORT BEND COUNTY RECEIVED
F - 14 2003

2 10 -03

COUNTY JUDGE

County Judge Robert E Hebert

Dear Judge

Today I called in status of my tax notice year 2002 The notice had been sent to the previous address- though clearly on the 2001 form it was noted to mail to my current address in Michigan.

I promptly paid today the full amount plus penalty for 1346. However, since there was a mailing error I respectfully ask that I receive a refund of the $87.91 penalty

Thank you
Bruce Magid

Bruce Magid, Ph.D.
Executive Director
MSU Global Online Connection • 51 Kellogg Center • East Lansing, MI 48824
Telephone 517-432-9745 • Fax 517-432-1327 • Email brmagid@msu edu
MICHIGAN STATE UNIVERSITY

MSUglobal
online connection

Ref

account # 2011-01-003 0050 901

Brazos Lakes Sec 1 Block 3
Lot 5 Acres 1.00

year in question 2002

current mailing address
Bruce + Alexis Magid
6413 Ridge Pond Place
East Lansing MI 48823

phone number 517 339 9660
home

Bruce Magid, Ph.D
Executive Director
MSU Global Online Connection • 51 Kellogg Center • East Lansing, MI 48824
Telephone 517-432-9745 • Fax 517-432-1327 • Email brmagid@msu edu
MICHIGAN STATE UNIVERSITY

DUPLICATE TAX RECEIPT

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

MAGID BRUCE & ALEXIS R
290 LIVORNA HEIGHTS RD
ALAMO , CA 94507-1325

Legal Description:

BRAZOS LAKES SEC 1, BLOCK 3,
LOT 5 ACRES 1 000

Parcel Address 13711 LAKEVIEW MEADOW
Legal Acres: 1 0000

Deposit No· O3022012
Validation No 900000000283245
Account No: 2011-01-003-0050-901
Operator Code· VISHAKHAS

Receipt Date. 02/11/2003
Deposit Date 02/20/2003
Print Date: 02/25/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	57,000	1 664500	948 77	66 41	0 00	1,015 18
2002	FORT BEND CO DRAINAGE	57,000	0 026200	14 93	1 05	0 00	15 98
2002	FORT BEND CO GEN FND	57,000	0 512540	292 15	20 45	0 00	312 60
2002	OVERPAYMENT/UNDERPAYMENT	0	0 000000	0 00	0 00	0 00	2.24
				$1,255.85	**$87 91**	**$0.00**	**$1,346 00**

CHECK NUMBER(S).

2109

PAYMENT TYPE:

Checks·	$1,346 00
Cash:	$0 00
Credit Cards·	$0 00
E-Fund Trans·	$0 00
Others:	$0 00
Total Applied·	$1,346 00
Total Tendered: (All Accounts)	$1,346 00
Change Paid: (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER:

MAGID BRUCE OR ALEXIS
6413 RIDGEPOND PL
EAST LANSING , MI 48823

(281) 341-3710
(281) 341-3741
0

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE: February 24, 2003

TO
County Judge Robert E. Hebert
Commissioner Tom D. Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Ben W. "Bud" Childers, County Attorney

FROM.
Marsha P Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest –Magid, Bruce & Alexis R ; Acct#: 2011-01-003-0050-901; 2002 Tax Year; Legal Description: Brazos Lakes Sec 1, Block 3, Lot 5, Acres 1 000 **Precinct 1**

Mr. Bruce Magid is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

- See attached synopsis

Breakdown of Taxes Paid:

Base Tax	$1,255.85
Penalty and Interest	**$ 87.91**
Overpayment	$ 2.24
Total Paid	$1,346.00

Section 31.01 (g) of the Texas Property Tax Code states, "Failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

I **do not** recommend waiver of penalty and interest. There is no evidence of an error by the Central Appraisal District or the Fort Bend County Tax Office.

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

Tax Office records indicate.

- 2002 original tax roll has the above referenced account number listed as Magid, Bruce & Alexis R, 290 Livorna Heights Rd, Alamo, CA 94507-1325
- October 2002, original 2002 tax statement mailed to Magid, Bruce & Alexis R, 290 Livorna Heights Rd, Alamo, CA 94507-1325
- No Returned mail coded on this account for 2002 original mailout
- There was no notification from taxpayer of the correct mailing address
- In taxpayer's waiver letter, he references the "mail to" address on the 2001 tax statement as the correct mailing address. The "mail to" address was obtained by the post office from 2001 returned mail and was entered manually by our office. There was no notification that the certified mailing address should be changed on the tax record.
- As of February 24, 2003, the Fort Bend Central Appraisal District has not received notice of the corrected mailing address.
- Payment for the 2002 taxes was made by Bruce or Alexis Magid, on February 11, 2003, for Fort Bend County and Lamar C.I.S.D. property taxes which includes February 2003 penalty and interest

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE COLOR, NATIONAL ORIGIN SEX RELIGION AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

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

DATE SUBMITTED: March 10, 2003	SUBMITTED BY: Marsha P. Gaines	AGENDA #
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: March 25, 2003	PHONE NO.: 281-341-3730	33 D

SUMMARY OF ITEM. Request for wavier of Penalty and Interest –Dial, John R; Acct#: 2156-03-001-0380-901; 2002 Tax Year; Precinct 1.

RECEIVED
MAR 10 2003

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:
1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:
Consider wavier of Penalty and Interest
Tax Assessor/Collector does recommend wavier of Penalty and Interest

COUNTY JUDGE
Fort Bend County, Texas

Robert E Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

March 13, 2003

Mr John R Dial
7903 Portal Drive
Houston, Texas 77071-1609

Reference Account # 2156-03-001-0380-901
Tax Year 2002, Precinct 1

Dear Mr Dial

The County has received your request to waive penalty and interest in the amount of $98 29 on property taxes for the referenced account for the year 2002

If you have documented proof of an ***error*** on the part of the County Tax Office or the Central Appraisal District, you may present that documentation to the Commissioners Court on March 25, 2003, at 1:00 p.m , when your request will be considered The Commissioners Court is located at the William B Travis Annex, 301 Jackson Street, Suite 700, in Richmond, Texas

Please contact your Commissioner, Tom Stavinoha, at 281-344-9400 if you wish to discuss your request in further detail.

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District

Sincerely,

Robert E Hebert

cc Commissioner, Precinct 1, Tom Stavinoha

February 10, 2003

J R Dial
7903 Portal
Houston, Tx 77071

County Judge Robert E. Hebert
301 Jackson, Suite 719
Richmond, TX 77469

Subject – PEN/INT Account #2156-03-001-0380-901

I request that the penalties and interest be refunded as the reason for my tax payment being late was that the appraisal district did not supply the proper information on the value of the property to Ms. Marsha Gaines I had an agreed reduction in value done on 5-22-2002 with Mr Joe Danges at the Appraisal Office. When I discovered the bill was incorrect as the value had not been adjusted I called Mr. Danges and he said that I was correct and he would enter the correct amount and a new bill would be sent I called on 2-3-2003 and inquired as to why I had not received a corrected bill. I talked to a girl named Tammy and she said I owed penalties and interest but could still not tell me what I owed. I asked Ms. Gaines to call me which she did. She did get me a corrected bill but told me she could not waive the PEN/INT as the court had to do that She did indicate the appraisal office had not done their job and she would send me a correct bill and if I would send in a total amount she would recommend the refund of the PNT/INT. I think it is important to note I have always paid in a timely fashion but I did not even receive a correct bill until 2-6-2003. Your consideration in this matter is appreciated.

Regards,

J R Dial

DUPLICATE TAX RECEIPT

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

DIAL JOHN R
7903 PORTAL DR
HOUSTON , TX 77071-1609

Legal Description:

BRIDLEWOOD ESTATES SEC 3,
BLOCK 1, LOT 38, ACRES 1.207

Parcel Address. 0 6015 SAGAMORE BAY LN
Legal Acres· 1 2070

Deposit No· T30303B1
Validation No· 900000000293272
Account No· 2156-03-001-0380-901
Operator Code· KARENS

Receipt Date: 02/03/2003
Deposit Date: 03/03/2003
Print Date: 03/03/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	*LAMAR C I S D*	*63,730*	*1 664500*	*1,060 79*	*74 26*	*0 00*	*1,135 05*
2002	FORT BEND CO DRAINAGE	63,730	0 026200	16 70	1 17	0 00	17 87
2002	FORT BEND CO GEN FND	63,730	0 512540	326 64	22 86	0 00	349 50
2002	ESCROW FOR FUNDS TO BE AP	0	0 000000	0 00	0 00	0 00	-1,502 42
				$1,404 13	**$98.29**	**$0 00**	**$0 00**

CHECK NUMBER(S)

4025

PAYMENT TYPE.

Checks.	$0 00
Cash:	$0 00
Credit Cards:	$0 00
E-Fund Trans:	$0 00
Others·	$0 00
Total Applied.	$0 00
Total Tendered: (All Accounts)	$0 00
Change Paid: (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER:

DIAL JOHN R
7903 PORTAL DR
HOUSTON , TX 77071-1609

(281) 341-3710
(281) 341-3741
0

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE: February 24, 2003

TO: County Judge Robert E Hebert
Commissioner Tom D. Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Ben W. "Bud" Childers, County Attorney

FROM Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest –Dial, John R., Acct#: 2156-03-001-0380-901;
2002 Tax Year, Legal Description: Bridlewood Estates Sec 3, Block 1, Lot 38, Acres 1 207;
Precinct 1

Mr. John Dial is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

Tax Office records indicate.

- 2002 original tax roll has the above referenced account number listed as Dial, John R, 7903 Portal Dr, Houston, Texas 77071-1609
- October 2002, original 2002 tax statement mailed to Dial, John R, 7903 Portal Dr, Houston, Texas 77071-1609
- Mr. Dial met with the Appraisal District on May 22, 2002, and "agreed on a reduction in value" on his property. When the 2002 original tax statements were mailed out, the value did NOT reflect the lower value. Once again, Mr. Dial contacted the Appraisal District and was told that they were going to send our office the correction and we would send him a corrected statement.
- February 3, 2003, Mr Dial called our office wanting to know why he had not received a corrected statement. At this time, the correction had not been made to our tax system and the amount due reflected the larger value with February penalty and interest. An "estimated statement" was created for Mr. Dial so he could send payment and file for waiver of penalty and interest.
- Payment for the 2002 taxes was made by J. R. Dial on February 3, 2003, for Fort Bend County and Lamar C.I.S.D. property taxes which includes February 2003 penalty and interest

Breakdown of Taxes Paid

Base Tax	$1,404.13
Penalty and Interest	**$ 98.29**
Attorney Fees	$ 0 00
Total Paid	$1,502.42

I **do** recommend waiver of penalty and interest due to the Central Appraisal District's oversight of not sending our office the supplement correction to lower the value on Mr. Dial's tax account.

Marsha P. Gaines

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN SEX, RELIGION AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 10, 2003	SUBMITTED BY: Marsha P. Gaines	AGENDA #
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: March 25, 2003	PHONE NO.: 281-341-3730	34A

SUMMARY OF ITEM: Request for wavier of Penalty and Interest – Guardado, Feliciano& Jennifer; Acct#: 2276-01-001-0430-914; 2002 Tax Year; Precinct 3.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:
1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

MAR 10 '03

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Consider wavier of Penalty and Interest

Tax Assessor/Collector does recommend wavier of Penalty and Interest

COUNTY JUDGE
Fort Bend County, Texas

Robert E Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

March 13, 2003

Mr Felix Guardado
20714 Whitevine Way
Katy, Texas 77450

Reference: Account # 2276-01-001-0430-914
Tax Year 2002, Precinct 3

Dear Mr Guardado

The County has received your request to waive penalty and interest in the amount of $98 29 on property taxes for the referenced account for the year 2002

If you have documented proof of an ***error*** on the part of the County Tax Office or the Central Appraisal District, you may send that documentation for presentation to the Commissioners Court on March 25, 2003, at 1 00 p.m , when your request will be considered The Commissioners Court is located at the William B Travis Annex, 301 Jackson Street, Suite 700, in Richmond, Texas

Please contact your Commissioner, Andy Meyers, at 281-494-9076 if you wish to discuss your request in further detail

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District

Sincerely,

Robert E Hebert

cc Commissioner, Precinct 3, Andy Meyers

February 12, 2003

RE Request for waiver of penalty and interest

I hereby respectfully request for waiver of penalty and interest for my account # 2276-01-001-0430-914. The tax year in question is for 2002 The reason for this request is that the invoice was received after the deadline thus could not have been paid on time I had filed on a timely manner, with all the government entities so that tax bills could be sent to the right address in a timely manner. I received several other tax bills, which were paid timely, thus I assumed all my taxes had been paid Then, early in February, this bill was received and paid minus the interest I can be contacted at

Felix & Jennifer Guardado
20714 Whitevine Way
Katy, TX 77450
281 492 6715

FORT BEND COUNTY
RECEIVED
COUNTY JUDGE

Kind Regards,

Felix Guardado

DUPLICATE TAX RECEIPT

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

GUARDADO FELICIANO & JENNIFER
20714 WHITEVINE WAY
KATY , TX 77450-7033

Legal Description:

CINCO RANCH SOUTHPARK SEC 1,
BLOCK 1, LOT 43

Parcel Address: 20714 WHITEVINE WAY
Legal Acres. 0 0000

Deposit No: O30305I2
Validation No: 900000000294384
Account No: 2276-01-001-0430-914
Operator Code. VISHAKHAS

Receipt Date. 02/11/2003
Deposit Date: 03/05/2003
Print Date: 03/05/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	HARRIS F/B ESD #100	133,930	0 099000	132 59	9 28	0 00	141 87
2002	FORT BEND CO DRAINAGE	107,144	0 026200	28 07	1 96	0 00	30 03
2002	FORT BEND CO GEN FND	107,144	0 512540	549 16	38 44	0 00	587 60
				$709.82	**$49 68**	**$0 00**	**$759.50**

CHECK NUMBER(S)

2364 , 2391

PAYMENT TYPE:

Checks:	$759 50
Cash.	$0 00
Credit Cards:	$0 00
E-Fund Trans:	$0 00
Others:	$0 00
Total Applied:	$759 50
Total Tendered: (All Accounts)	$759 50
Change Paid. (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER:

GUARDADO FELICIANO & JENNIFER
20714 WHITEVINE WAY
KATY , TX 77450-7033

(281) 341-3710
(281) 341-3741
0

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE February 27, 2003

TO County Judge Robert E Hebert
Commissioner Tom D Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Ben W "Bud" Childers, County Attorney

FROM Marsha P Gaines
Tax Assessor/Collector

RE Waiver of Penalty and Interest –Guardado, Feliciano & Jennifer , Acct# 2276-01-001-0430-914, 2002 Tax Year, Legal Description Cinco Ranch Southpark Sec 1, Block 1, Lot 43; **Precinct 3**

Mr Guardado is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

Tax Office records indicate

- 2002 original tax roll has the above referenced account number listed as May, Dana D, 20714 Whitevine Way, Katy, TX 77450-7033
- October 2002, original 2002 tax statement mailed to May, Dana D, 20714 Whitevine Way, Katy, TX 77450-7033
- October 2, 2002, our office received name and address report #2 from the Fort Bend Central Appraisal District At this time, the tape for processing was sent to our tax system agents
- The processing of this name and address report was overlooked by the agents and the tape was never processed in the tax system.
- At the end of January 2003, our office processed the change on the account manually and mailed a 2002 tax statement to the current owner Guardado, Feliciano & Jennifer, 20714 Whitevine Way, Katy, TX 77450-7033
- No returned mail received on this account.
- Payment for the 2002 taxes was made by Felix or Jennifer Guardado on February 11, 2003, for Fort Bend County and Harris Fort-Bend Emergency Services District #100 property taxes which includes February 2003 penalty and interest

Breakdown of Taxes Paid

Base Tax	$1,404 13
Penalty and Interest	**$ 98.29**
Attorney Fees	$ 0 00
Total Paid	$1,502 42

I **do** recommend waiver of penalty and interest due to Section 33 011 (a)(1) of the Tax Code which states, " shall waive penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit .caused or resulted in the taxpayer's failure to pay the tax before delinquency.. "

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 10, 2003	SUBMITTED BY: Marsha P. Gaines	AGENDA #
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: March 25, 2003	PHONE NO · 281-341-3730	34B

SUMMARY OF ITEM: Request for wavier of Penalty and Interest –Case, Roger D & L K; Acct#: 7615-01-006-0080-901; 2002 Tax Year; Precinct 3.

RECEIVED MAR 10 2003

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:
1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Consider wavier of Penalty and Interest

Tax Assessor/Collector does recommend wavier of Penalty and Interest

COUNTY JUDGE
Fort Bend County, Texas

Robert E Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

March 13, 2003

Mr Roger D Case
10498 Fountain Lake Drive, #614
Stafford, Texas 77477

Reference Account # 7615-01-006-0080-901
Tax Year 2002, Precinct 3

Dear Mr. Case.

The County has received your request to waive penalty and interest in the amount of $44 55 on property taxes for the referenced account for the year 2002.

If you have documented proof of an ***error*** on the part of the County Tax Office or the Central Appraisal District, you may send that documentation for presentation to the Commissioners Court on March 25, 2003, at 1:00 p m , when your request will be considered The Commissioners Court is located at the William B Travis Annex, 301 Jackson Street, Suite 700, in Richmond, Texas

Please contact your Commissioner, Andy Meyers, at 281-494-9076 if you wish to discuss your request in further detail

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District

Sincerely,

Robert E Hebert

cc. Commissioner, Precinct 3, Andy Meyers

February 25, 2003

Roger D Case
10498 Fountain Lake Dr #614
Stafford, TX 77477
281-494-5413

County Judge Robert E. Hebert
301 Jackson, Suite 719
Richmond TX, 77469

Subject Waiver of Penalty and Interest / Account 7615-01-006-0080-901
Case, Roger D. and L K / Riverwood Forest at Weston Lakes, Sec 1
Block 6, Lot 8, 32710 Westminster Dr. / Acres 1 00

I request to be placed on the Commissioner's Court agenda to present my case for waiver of $44 55 in interest and penalties for the subject account

When I paid the taxes for 2001, I indicated that that address was not complete and the receipt, (attached), indicated that the address update had been noted. I also had the receipt, (attached), mailed to my PO Box. There was no reason to believe that the address change was not made.

In February of this year I began to wonder why I had not received a tax bill for 2002 When I called to ask, I was informed that it had been sent and returned for insufficient address The change had not been made and no one had checked previous correspondence for corrections

When I went to the same location as the previous year to pay, I was informed, this time, that they make no corrections to an address, which prompted a call to the appraisers' office

I have lived at the same address since Sept of 1999, so it was not a change It had just been incomplete from the beginning

The day that I initiated the investigation, I went to the Tax Collector's office and paid the total due and requested an official address update form, which has been mailed. I believe that the interest and penalty in the amount of $44.55 should be waived in this case

Sincerely,

Roger D. Case

SUGAR LAND
TEMPORARY RECEIPT
7901

MARSHA P. GAINES
TAX ASSESSOR-COLLECTOR
FORT BEND COUNTY
P O BOX 399
RICHMOND, TEXAS 77406-0399
(281) 341-3710

★★★

DUPLICATE TAX RECEIPT

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

CASE ROGER D & L K
10498 FOUNTAIN LAKE DR
STAFFORD , TX 77477-0000

Legal Description.

RIVERWOOD FOREST AT WESTON
LAKES SEC 1, BLOCK 6, LOT 8,
ACRES 1 00

Parcel Address: 32710 WESTMINSTER DR
Legal Acres. 1 0000

Deposit No. O3021911
Validation No: 900000000282558
Account No 7615-01-006-0080-901
Operator Code: VISHAKHAS

Receipt Date: 02/18/2003
Deposit Date· 02/19/2003
Print Date· 03/03/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	28,500	1 664500	474 38	33 21	0 00	507 59
2002	FORT BEND R.F.P D.#1	28,500	0 030000	8 55	0 60	0 00	9 15
2002	FORT BEND CO DRAINAGE	28,500	0 026200	7 47	0 52	0 00	7 99
2002	FORT BEND CO GEN FND	28,500	0 512540	146 07	10 22	0 00	156 29
				$636.47	**$44.55**	**$0.00**	**$681.02**

CHECK NUMBER(S)

0622

PAYMENT TYPE·

Checks:	$681 02
Cash:	$0 00
Credit Cards:	$0 00
E-Fund Trans·	$0 00
Others	$0 00
Total Applied:	$681 02
Total Tendered· (All Accounts)	$681 02
Change Paid: (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER:

ROGER D CASE
P O.BOX 1414
STAFFORD , TX 77497-1414

(281) 341-3710
(281) 341-3741
0

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE: February 27, 2003

TO: County Judge Robert E. Hebert
Commissioner Tom D. Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Ben W "Bud" Childers, County Attorney

FROM: Marsha P Gaines
Tax Assessor/Collector

RE. Waiver of Penalty and Interest –Case, Roger D & L K , Acct# 7615-01-006-0080-901; 2002 Tax Year; Legal Description: Riverwood Forest at Weston Lakes Sec 1, Block 6, Lot 8, Acres 1.00; **Precinct 3**

Mr. Roger D. Case is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

Tax Office records indicate.

- 2002 original tax roll has the above referenced account number listed as Case, Roger D & L K, 10498 Fountain Lake Dr, Stafford, Texas 77477
- October 2002, original 2002 tax statement mailed to Case, Roger D & L K, 10498 Fountain Lake Dr, Stafford, Texas 77477
- Mr. Case went to the Sugar Land substation on January 25, 2002, to pay his 2001 taxes. At this time, Mr Case notified our office of the complete mailing address which is reflected on temporary receipt #7901 The complete mailing address should be 10498 Fountain Lake Dr. **#614**, Stafford, TX 77477
- Our office procedure is to make a copy of any correspondence which involves an address change or correction and forward it to the Fort Bend Central Appraisal District to update the tax record. The Fort Bend Central Appraisal District's records do not indicate that an address correction was forwarded to their office for processing.
- Payment for the 2002 taxes was made by Roger D. Case, on February 18, 2003, for Fort Bend County , Fort Bend Rural Fire Prevention District #1, and Lamar C.I.S D property taxes which includes February 2003 penalty and interest

Breakdown of Taxes Paid:

Base Tax	$636.47
Penalty and Interest	**$ 44.55**
Attorney Fees	$ 0.00
Total Paid	$681.02

I do recommend waiver of penalty and interest due to an error in correcting Mr. Case's mailing address.

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

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

DATE SUBMITTED: March 10, 2003	**SUBMITTED BY: Marsha P. Gaines**	**AGENDA**
	DEPARTMENT: Tax Assessor/Collector	**#**
COURT AGENDA DATE: March 25, 2003	**PHONE NO.: 281-341-3730**	**35**

SUMMARY OF ITEM: Request for wavier of Penalty and Interest –Phong Van Le; Acct#: 5005-01-004-0120-907; 2002 Tax Year; Precinct 4.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:
1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

MAR 10 2003

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:
Consider wavier of Penalty and Interest
Tax Assessor/Collector does recommend wavier of Penalty and Interest

COUNTY JUDGE
Fort Bend County, Texas

Robert E Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

March 13, 2003

Mr Phong Van Le
1226 Birchstone Drive
Missouri City, Texas 77459

Reference Account # 5005-01-004-0120-907
Tax Year 2002, Precinct 4

Dear Mr Le.

The County has received your request to waive penalty and interest in the amount of $41 45 on property taxes for the referenced account for the year 2002

If you have documented proof of an ***error*** on the part of the County Tax Office or the Central Appraisal District, you may send that documentation for presentation to the Commissioners Court on March 25, 2003, at 1 00 p m , when your request will be considered The Commissioners Court is located at the William B Travis Annex, 301 Jackson Street, Suite 700, in Richmond, Texas

Please contact your Commissioner, James Patterson, at 281-980-2235 if you wish to discuss your request in further detail

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District

Sincerely,

Robert E Hebert

cc: Commissioner, Precinct 4, James Patterson

Phong Van Le
1226 Birchstone Dr.
Missouri City, Texas 77459
(281) 261-7982
Account # 5005-01-004-0120-907

February 15, 2003

To: County Jude Robert E. Hebert
301 Jackson, Suite 719
Richmond, TX 77469

Dear Sir,

My name is Phong Van Le, whose account is 5005-01-004-0120-907. I bought the property located at the above address in October 2002. I had been waiting for my tax statement until the end of January 2003 when I decided to give you a call and requested the tax statement. Unfortunately, it was past due and the penalty and interest fee was included in the tax statement. Hence, I am writing to you to request a waiver of penalty and interest, since I have never been informed about how or when to obtain the tax statement. I would have made my payment on time if I were properly informed.

Sincerely yours,

Phong Van Le

DUPLICATE TAX RECEIPT

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

WARREN KECHIA V
1226 BIRCHSTONE DR
MISSOURI CITY , TX 77459-1517

Legal Description:

LEXINGTON SETTLEMENT SEC 1,
BLOCK 4, LOT 12, R/P

Parcel Address: 1226 BIRCHSTONE DR
Legal Acres: 0 0000

Deposit No: O30226D1
Validation No: 900000000289803
Account No: 5005-01-004-0120-907
Operator Code: *BONNIEW*

Receipt Date: 02/21/2003
Deposit Date: 02/26/2003
Print Date: 03/03/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	109,904	0 026200	28 79	2 02	0 00	30 81
2002	FORT BEND CO GEN FND	109,904	0 512540	563 30	39 43	0 00	602.73
				$592 09	**$41.45**	**$0.00**	**$633.54**

CHECK NUMBER(S)

385

PAYMENT TYPE:

Checks.	$633 54
Cash:	$0 00
Credit Cards:	$0 00
E-Fund Trans.	$0 00
Others:	$0 00
Total Applied:	$633 54
Total Tendered: *(All Accounts)*	$633 54
Change Paid: (All Accounts)	$0 00

ACCOUNT PAID IN FULL

PAYER:

NAMPHUONG NGUYEN LE
1226 BIRCHSTONE DR
MISSOURI CITY , TX 77459-1517

(281) 341-3710
(281) 341-3741
0

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE: February 27, 2003

TO County Judge Robert E Hebert
Commissioner Tom D. Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Ben W. "Bud" Childers, County Attorney

FROM. Marsha P. Gaines
Tax Assessor/Collector

RE. Waiver of Penalty and Interest – Acct#: 5005-01-004-0120-907; 2002 Tax Year,
Legal Description: Lexington Settlement Sec 1, Block 4, Lot 12, R/P; **Precinct 4**

Phong Van Le is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

Tax Office records indicate:

- 2002 original tax roll has the above referenced account number listed as Warren, Kechia V, 1226 Birchstone Dr, Missouri City, TX, 77459-1517
- October 2002, original 2002 tax statement mailed to Warren, Kechia V, 1226 Birchstone Dr, Missouri City, TX, 77459-1517
- Property was sold October 2002 per deed instrument# 2002107085
- Effective in 1994, "House Bill 11 58 allows the Central Appraisal District to change an address as listed in Fee Simple Instruments (i.e. Deed) or at the owners request, in writing".
- The name and address on the recorded deed was Phong V. Le and Huong T. Nguyen, 1226 Birchstone, Missouri City, TX, 77459
- The name was corrected on the appraisal district's computer on January 23, 2003. To date, our office has not received a name change on this property.
- Payment for the 2002 taxes was made by Namphuong Nguyen Le, on February 21, 2003, for Fort Bend County property taxes which includes February 2003 penalty and interest

Breakdown of Taxes Paid:

Base Tax	$592.09
Penalty and Interest	**$ 41.45**
Attorney Fees	$ 0.00
Total Paid	$633 54

I do recommend waiver of penalty and interest due to an error by the Central Appraisal District.

Marsha P. Gaines

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE COLOR, NATIONAL ORIGIN, SEX, RELIGION AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 03-18-03	**SUBMITTED BY. Bill Roberts**	**AGENDA**
	DEPARTMENT: Budget Office	**#** 36 A
COURT AGENDA DATE. 03-25-03	**PHONE NO.. 281-238-3301**	

SUMMARY OF ITEM:

Discuss and consider approving change order #4 to Rosenberger Construction for changes to the Travis Building Renovations in the amount of $- 63,720 (254-045-2030).

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☒

LIST SUPPORTING DOCUMENTS ATTACHED: Change order #3

FINANCIAL SUMMARY:

BUDGETED ITEM:	**ANNUALIZED DOLLARS:**	**COMMENTS:**
Yes ☒ No ☐ N/A ☐	**One Time** ☐	
	Recurring ☒	
Funding Source:	**N/A** ☐	

Fund Agency Org Obj

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

CC with back up:

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

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:

Received Copy.

Distribution List

Owner
Architect
Contractor
Field
Other

AIA Contract Administration G701 Change Order

RECEIVED
MAR - 7 2003
ROSENBERGER CONSTRUCTION

PROJECT (*Name and address*)
Fort Bend County Travis Annex
309 S. Fourth Street, Suite 515
Richmond, Texas 77469

TO CONTRACTOR (*Name and address*)
Rosenberger Construction
11757 Katy Freeway, Suite 390
Houston, Texas 77079

CHANGE ORDER NUMBER 004

DATE March 6, 2003

ARCHITECT'S PROJECT NUMBER 215.01075.00

CONTRACT DATE October 25, 2002

CONTRACT FOR Construction

THE CONTRACT IS CHANGED AS FOLLOWS
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Proposal Request # 21 - Courtroom Millwork Modification	Add $16,925
Proposal Request # 22 - Sixth Floor M E P. Modification	Add $ 1,450
Proposal Request # 23 - Sixth Floor Detention Existing Plumb Modification	Add $ 1,100
Proposal Request # 25 - New Vinyl Wallcovering in Existing Restrooms	Add $ 4,250
Proposal Request # 26 - Deduct From Filing System Allowance	Deduct $ 325
Proposal Request # 27 - Owner Requested 7th Floor Exit Light	Add $ 450
Proposal Request # 28 - Remove Furniture Allowance From Scope	Deduct $87,100
Proposal Request # 30 - Millwork Modifications	Deduct $ 470

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$ 848,900.00
The net change by previously authorized Change Orders	$ 21,520.00
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$ 870,420.00
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be ~~(increased)~~ (decreased) ~~(unchanged)~~ by this Change Order in the amount of	$ (63,720.00)
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$ 806,700.00
The Contract Time will be (increased) ~~(decreased) (unchanged)~~ by fourteen (14) days	
The date of Substantial Completion as of the date of this Change Order therefore is March 7, 2003	

OK WBR

NOTE This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER

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PGAL	Rosenberger Construction LP	Fort Bend County
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
5555 San Felipe, Suite 1000 Houston, Texas 77056	11757 Katy Freeway, Suite 390 Houston, Texas 77079	309 South Fourth, Suite 515 Richmond, Texas 77469
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	By: RCON Management LLC, GenPtnr BY *(Signature)*	BY *(Signature)*
Michael Lloyd	XXXXXXXXX	Robert E Hebert, Fort Bend County Judg
(Typed name)	*(Typed name)*	*(Typed name)*
3-6-03	By: Kent J. Rosenberger, Pres.	3-25 2003
DATE	DATE 3-7-03	DATE

CAUTION You should sign an original AIA Contract Document An original assures changes will not be obscured

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ROSENBERGER CONSTRUCTION

COST REQUEST / RESPONSE / OWNER APPROVAL NO: 168-00-21

DATE: January 31, 2003

TO: COUNTY PURCHASING AGENT
FORT BEND COUNTY
ROSENBERG ANNX
4520 READING ROAD, SUITE A
ROSENBERG, TX, 77471

PROJECT: RENOVATIONS TO WILLIAM B. TRAVIS ANNEX, FLOORS 6 & 7

JOB NO.: 168-00

SCOPE OF THE WORK:

COST TO MODIFY EXISTING WOMENS MARBLE VANITY TOP PER REVISED A5.25 DATED 1/27/03, REVISE THE JUDGES BENCH PER REVISED A5.25 AND "SK-A-1" DATED 1/27/03, AND MODIFY THE JUROR BOX PER REVISED MILLWORK SHOP DRAWINGS

CONTRACTOR COST REQUEST RESPONSE:

ADD $ 16,925.00

OWNER'S RESPONSE

Accepted	Rejected
[✓]	[ ]

Please return a fully executed fax copy of this document to Rosenberger Construction LP on or before **February 4, 2003** in order to maintain this schedule This Cost Proposal if accepted will extend the Substantial Completion date by -14- calendar days

Contractor	Architect	Owner
ROSENBERGER CONSTRUCTION Kyle Low, Project Manager Date: 1/31/03	PGAL Date: 2-27-03	FORT BEND COUNTY Date:

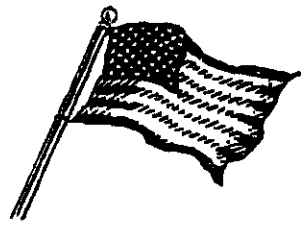
NOTE: ACCEPTANCE OF THIS COST REQUEST CONSTITUTES A CHANGE ORDER PER ARTICLE 7.2 OF THE AIA A201 GENERAL CONDITIONS OF THE CONTRACT.

ROSENBERGER CONSTRUCTION

PROJECT: TRAVIS ANNEX
JOB #: 168-00
DATE: 1/31/03
ITEM: Courtroom Revisions

NO.	DESCRIPTION	QUANTITY		LABOR UN.	LABOR AMOUNT	MATERIAL UN.	MATERIAL AMOUNT	SUBCONTRACT UN.	SUBCONTRACT AMOUNT	TOTAL
	Millwork	1	ls					#####	$4,830	$4,830
	Womens Marble Tops	1	ls	#####	$200			#####	$1,900	$2,100
	General Conditions									
	Superintendent	2	wk	#####	$2,700			#####	$530	$3,230
	Job Trailor	2	wk					95.00	$190	$190
	Temp. Power	2	wk					50.00	$100	$100
	Telephone	2	wk					95.00	$190	$190
	Barricades	2	wk					#####	$1,390	$1,390
	OSHA & Safety	2	wk					65.00	$130	$130
	Interim Clean-up & Haul Off	2	wk	#####	$570			#####	$690	$1,260
	SUBTOTAL			#####	$3,470				$9,950	$13,420
	TAXES	8.25%								
	WORKMENS COMP.	42%			$1,457					$1,457
	UMBRELLA & ADDTL. LIABILITY	0.42%					$56			$56
	BUILDERS RISK	0.18%					$24			$24
	BUILDING PERMIT									
	SUBTOTAL			#####						$14,958
	FEE	0.120								$1,796
	SUBTOTAL									$16,753
	REMODEL TAXES									
	SUBTOTAL									$16,753
	BOND									$168
	TOTAL									$16,920

ROSENBERGER CONSTRUCTION



FAX TRANSMITTAL SHEET

ATTEN: MICHAEL LLOYD — DATE: 2/12/03

FIRM: PGAL — TIME: _____

RECEIVER FAX NO. _____

FROM: KYLE LOH

SENDER FAX NO. (281) 556-6444

SENDER PHONE NO. (281) 556-6100

TOTAL PAGES INCLUDING THIS COVER SHEET (3)

ENCLOSED PLEASE FIND THE BACK-UP FOR CR #21

11757 Katy Freeway Suite 390 Houston, Texas 77079 281 556 6100 Fax 281.556 6444

FEB.12'2003 11:56 2815566444 ROSENBERGER CONST #6248 P.001/003

American Marble Mosaic Co.

6314 St. Augustine Houston, Tx 77021

Ph 713-747-7634 Fax 713-747-2526

BID PROPOSAL

Date: FEB.12,2002

Bid To: **ROSENBERGER**

Project: **RICHMOND OFC. BLDG.**
STONE TOPS

Attn: **KYLE LOW**

Phone:

Fax: 281/ 556-6444

Material Included: ☑ Yes ☐ No **Tax Inc:** ☐ Yes ☑ No **Labor Inc** ☑ Yes ☐ No

Addenda Acknowledged: ☐ Yes ☐ No

AMERICAN MARBLE MOSAIC CO. IS PLEASED TO SUBMIT THIS PROPOSAL

THE BASE BID ON THE ABOVE REFERENCED PROJECT IS: **$1,900.00**

For tax exempt jobs: This represents Labor and Materials.

SCOPE OF WORK:

SAW CUT MARBLE VANITY TOPS TO NEW DIMENSIONS & INSTALL @ NEW LOCATION

BID & QUALIFICATIONS WILL BE INCLUDED AND REFERENCED IN CONTRACT.

EXCLUSIONS

DEMO OF EXISTING TOPS BY GC.
BOWL CUTOUTS & POLISHING OF TOPS.
BOWL & FAUCET HOOKUPS.

QUALIFICATIONS

WORK TO BE DONE DURING REGULAR HOURS.
VANITY TOPS TO BE FIELD CUT @ JOBSITE.

ANY QUESTIONS KYLE, PLEASE CALL ME!

EMAIL=RFLORES@AMERICANMARBLE.COM

Submitted by: *ROY FLORES* Printed Name: ROY FLORES

This bid proposal terminates when we execute a written contract for which both parties agree
THIS QUOTE IS VALID FOR 30 DAYS
THIS AGREEMENT SUBJECT TO STRIKE AND OTHER CAUSES BEYOND OUR CONTROL

FEB.12'2003 11:56 2815566444 ROSENBERGER CONST #6248 P.002/003

KAMMA
GROUP, INC.
Fine Architectural Woodwork & Interior Design

Post-it® Fax Note 7671	Date 2/12/03	# of pages ▶ 2
To KYLE LOW	From EMMANUEL	
Co./Dept. ROSENBERGER	Co KAMMA	
Phone #	Phone #	
Fax #	Fax #	

Date: February 12, 2003

Proposal To: Rosenberger Construction
Attn. Kyle Low, Project Manager

Proposal For: Renovations to William B. Travis Annex, Floors Six & Seven.

Kamma Group, Inc. proposes to fabricate, deliver and install products per drawings and specifications, including cabinets & casework, counter tops and shelves. Paint and stain finish shall be by others.

PROPOSAL CHANGE ORDER # 0206 - 02

1. SCOPE OF WORK:
   a) Provide Judge's Bench per revised drawings: "SK-A-1" and A5.25 dated 1/27/03.
   b) Provide Juror Box per field meeting on 1/29/03 and revised drawings: "SK-1 and SK-1A" dated 02/04/03.

Net Add.....$ 4,830.00

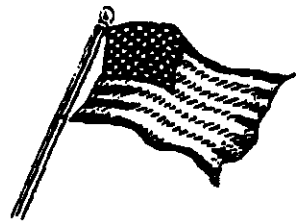
TOTAL ADD THIS PROPOSAL.....$ 4,830.00

Sincerely,

Emmanuel Nnadozie, A.I.A.
for KGI

P. O. Box 711278, Houston, Texas 77271-1278
Phone: 281/499-5999 Fax: 281/499-5771 Email: KammaeFlash.net

ROSENBERGER CONSTRUCTION



FAX TRANSMITTAL SHEET

ATTEN. MICHAEL LLOYD

DATE: 2/19/03

FIRM: PGAL

TIME: _____

RECEIVER FAX NO. _____

FROM: KYLE LOW

SENDER FAX NO. (281) 556-6444

SENDER PHONE NO. (281) 556-6100

TOTAL PAGES INCLUDING THIS COVER SHEET (3)

KAMMA BACK-UP FOR CR #21

11757 Katy Freeway Suite 390 Houston, Texas 77079 281 556.6100 Fax 281 556.6444

FEB.19'2003 16:25 2815566444 ROSENBERGER CONST #6491 P.001/003

FAX TRANSMISSION

KAMMA GROUP, INC.
P. O. BOX 711278
HOUSTON, TX 77271-1278
TEL: (281) 499-5888
FAX: (281) 499-5771

To: ROSENBERGER CONST. Date: FEB 19, 2003

Attn. KYLE LOW Fax #: 281-556-6444

From: EMMANUEL Pages: _____ (Including Cover)

Subject: COST BREAKDOWN FOR CONST ROOM COST.
OUR REF. C.O. #0212-02

MATERIAL $1,433.00
LABOR $2,880.00
PROFIT & OVERHEAD @ 12% $ 517.00
$4,830.00
TOTAL ADD

KAMMA GROUP, INC.
Fine Architectural Woodwork & Interior Design

Post-it® Fax Note 7671	Date 2/12/03	# of pages ▶ 2
To KYLE LOW	From EMMANUEL	
Co./Dept. ROSENBERGER	Co. KAMMA	
Phone #	Phone #	
Fax #	Fax #	

Date: February 12, 2003

Proposal To: Rosenberger Construction
Attn. Kyle Low, Project Manager

Proposal For: Renovations to William B. Travis Annex, Floors Six & Seven.

Kamma Group, Inc. proposes to fabricate, deliver and install products per drawings and specifications, including cabinets & casework, counter tops and shelves. Paint and stain finish shall be by others.

PROPOSAL CHANGE ORDER # 0282-02

1. SCOPE OF WORK:
   a) Provide Judge's Bench per revised drawings: "SK-A-1" and A5.25 dated 1/27/03.
   b) Provide Juror Box per field meeting on 1/29/03 and revised drawings: "SK-1 and SK-1A" dated 02/04/03.

Net Add.....$ 4,830.00

TOTAL ADD THIS PROPOSAL.....$ 4,830.00

Sincerely,

Emmanuel Nnadozie, A.I.A.
for KGI

P. O. Box 711278, Houston, Texas 77271-1278
Phone: 281/499-5555 Fax: 281/499-5771 Email: KammaeFlash.net

MEMORY TRANSMISSION REPORT

PAGE : 001
TIME : MAR-03-03 10:52
TEL NUMBER1. 7139689333
TEL NUMBER2.
NAME : PGAL

FILE NUMBER . 219

DATE . MAR-03 10:49

TO . ☎2813443954

DOCUMENT PAGES : 010

START TIME : MAR-03 10:49

END TIME : MAR-03 10:52

SENT PAGES . 010

STATUS . OK

FILE NUMBER : 219 *** SUCCESSFUL TX NOTICE ***

PGAL

☐ Telephone Memo ☐ Conference Memo ☐ Memo ☑ Transmittal ☐ Letter ☐ Interior Architecture ☐ Type Special Instructions ☐ Expedite

To [illegible] w/ [illegible]
From MICHAEL LLOYD w/ 281-344-3954
Date & Time 3-3-03
Project TANNIS ANNEX
Subject cc: / KYLE LOW 281-556-6444
Project and Phase No.
File No

Attending or Description of Items

COPIES OF PR #21
AS REQUESTED BY KYLE LOW

The Office of Pierce Goodwin Alexander & Linville
3555 San Felipe Suite 1000 Houston, Texas 77056 Tel: 713/622-1444 Fax 713/968-9333

ROSENBERGER CONSTRUCTION

COST REQUEST / RESPONSE / OWNER APPROVAL NO: 168-00-22

DATE: February 4, 2003

TO: COUNTY PURCHASING AGENT
FORT BEND COUNTY
ROSENBERG ANNX
4520 READING ROAD, SUITE A
ROSENBERG, TX, 77471

PROJECT: RENOVATIONS TO WILLIAM B. TRAVIS ANNEX, FLOORS 6 & 7

JOB NO.: 168-00

SCOPE OF THE WORK:

COST TO PROVIDE ADDITIONAL ELECTRICAL AND MECHANICAL MODIFICATIONS PER REVISED ARCHITECTURAL/MEP SKETCHES "E1" DATED 1/27/03 AND MECHANICAL PLAN DATED 1/28/03 (SKETCHES ISSUED BY PGAL AS PR#18).

CONTRACTOR COST REQUEST RESPONSE:

ADD $ 1,450.00

OWNER'S RESPONSE

Accepted [✓] Rejected [ ]

Please return a fully executed fax copy of this document to Rosenberger Construction LP on or before February 28, 2003 in order to maintain this schedule. This Cost Proposal if accepted will extend the Substantial Completion date by -3- calendar days.

Contractor	Architect	Owner
ROSENBERGER CONSTRUCTION Kyle Low, Project Manager Date: 2/27/03	PGAL Date: 3/5/03	FORT BEND COUNTY Date:

NOTE: ACCEPTANCE OF THIS COST REQUEST CONSTITUTES A CHANGE ORDER PER ARTICLE 7.2 OF THE AIA A201 GENERAL CONDITIONS OF THE CONTRACT.

ROSENBERGER CONSTRUCTION

PROJECT: TRAVIS ANNEX

JOB #: 168-00

DATE: 2/3/03

ITEM: Misc. MEP Modifications

NO	DESCRIPTION	QUANTITY		LABOR		MATERIAL		SUBCONTRACT		TOTAL
				UN.	AMOUNT	UN.	AMOUNT	UN.	AMOUNT	
	Add mechanical access panels	1	ls					#####	$980	$980
	Added electrical	1	ls					#####	$300	$300
	SUBTOTAL								$1,280	$1,280
	TAXES	8.25%								
	WORKMENS COMP.	42%								
	UMBRELLA & ADDTL. LIABILITY	0.42%					$5			$5
	BUILDERS RISK	0.18%					$2			$2
	BUILDING PERMIT									
	SUBTOTAL									$1,288
	FEE	0.120								$155
	SUBTOTAL									$1,442
	REMODEL TAXES									
	SUBTOTAL									$1,442
	BOND									$14
	TOTAL									$1,457

PERFORMANCE ELECTRIC COMPANY

PRICING SHEET

DATE 1/31/03

JOB OR BLDG Travis Annex LOCATION

Kyle Low @ Rosenberger

SPEC. NO. EST. NO.

EST. BY PRICED BY EXTENSIONS BY CHECKED BY S.O. NO. SHEET NO.

	MATERIAL	Quantity	MATERIAL UNIT	Per.	EXTENSION	LABOR UNIT	Per.	EXTENS
	Ø Added in 603, 604, 605	3	$100 00		$300 00			

KILGORE mechanical

CONTRACT CHANGE PROPOSAL

Feburary 24, 2003

Rosenberger Construction
Atttn : Kyle Low General Contractor

RE: **Ft. Bend Travis Annex**
CCP-M003

Dear Kyle

Kilgore Mechanical is pleased to submit Contract Change Proposal M003 for your review and consideration.

SCOPE:

- HVAC Access doors

PRICE:

Total **$ 980.00**

Thank you for this opportunity to be of service. Should you have any questions please do not hesitate in contacting this office.

Sincerely,

KILGORE MECHANICAL

Aaron Hirth
Project Manager

"Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202". Contractors License #TACLA017666C

PGAL

FAX TRANSMITTAL (3 total pages)

Date: January 28, 2003

To: Mr. Kyle Low
Rosenberger Construction LP
11757 Katy Freeway, Suite 390
Houston, Texas 77079
Phone: 281-556-6100, Fax: 281-556-6444

From: Michael H. Lloyd, Associate Principal
PGAL Architects

Project: Fort Bend County William B. Travis Annex 6 & 7

Project No: 215-01075-01
File No: 7600
Document No: 1075T20.doc

Subject: MEP Revision

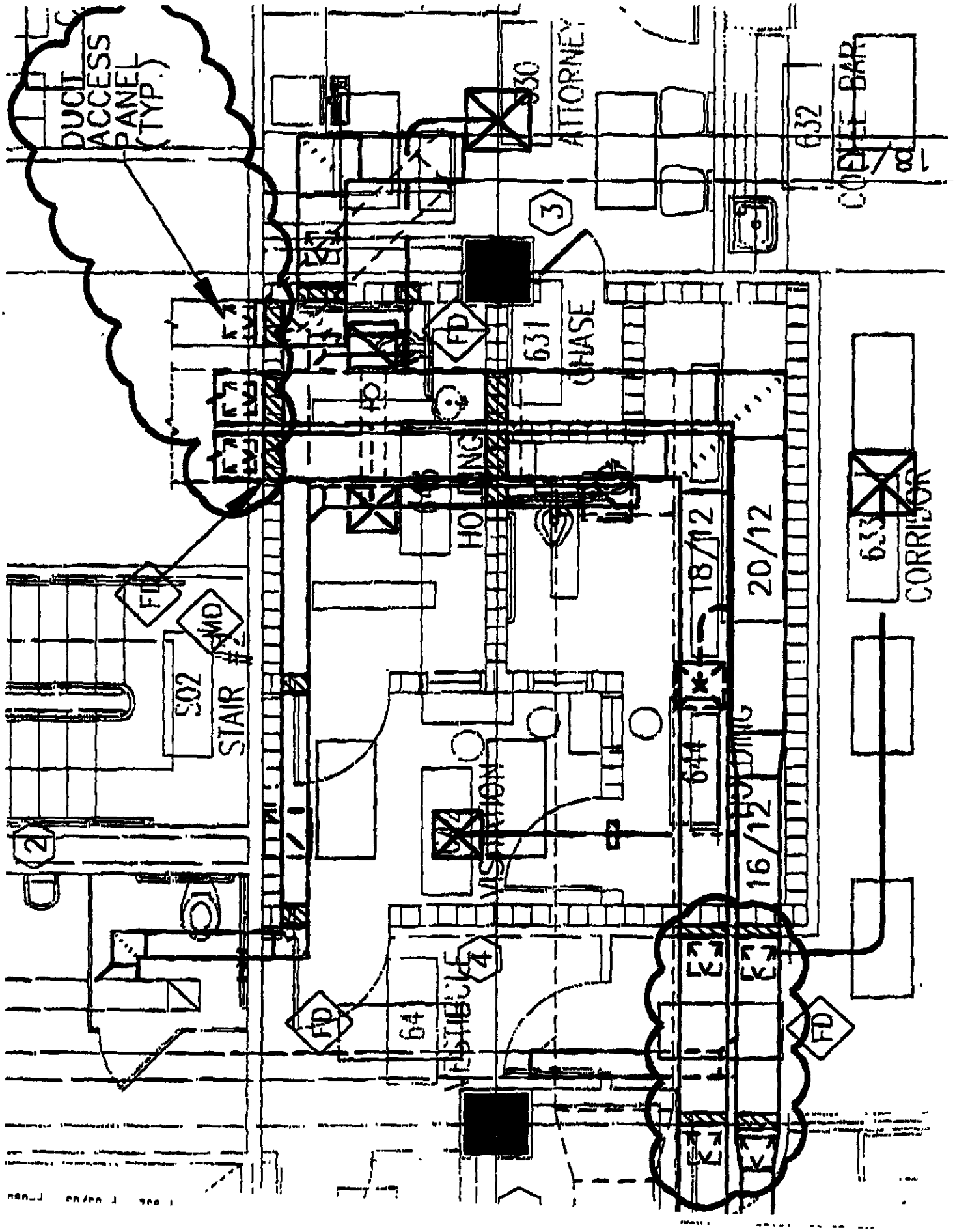
Copies: Bill Roberts \ Ft. Bend \ 281-344-3954
Gene Johnson \ BDMI \ 713-861-3067

Miscellaneous MEP Modifications enclosed. I am calling this PR#18; please confirm this number with your log.

21

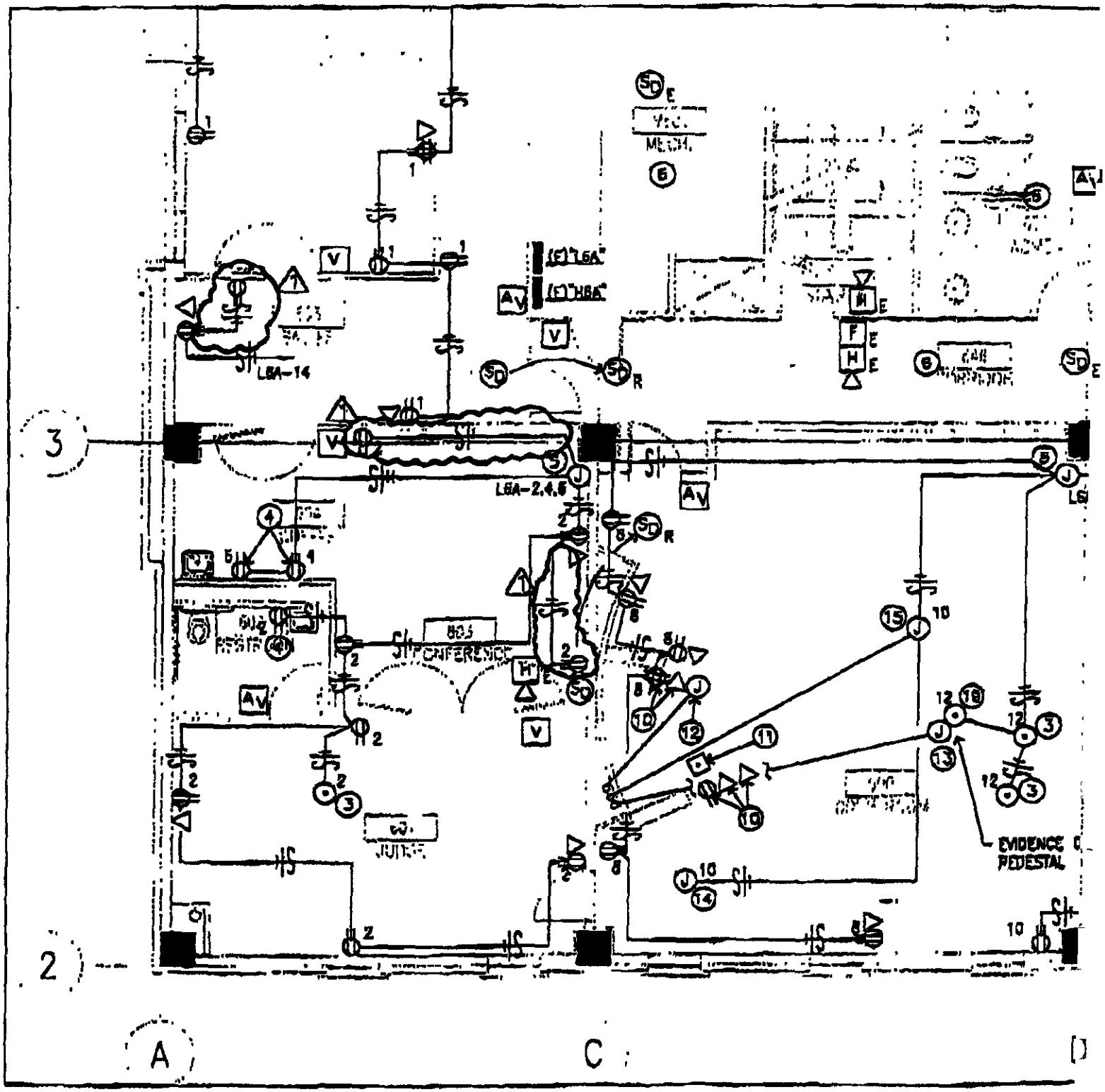
*

The Office of Pierce Goodwin Alexander & Linville
5555 San Felipe, Suite 1000 Houston, Texas 77056 Telephone: 713-622-1444 Facsimile: 713-968-9333
Email: mlloyd@pgal.com


DUCT ACCESS PANEL (TYP.)
630
ATTORNEY
632
COURT BAR
3
631
CHASE
FD
HOUSING
18/12
20/12
633
CORRIDOR
FD
MD
STAIR #2
502
644
VESTIBULE
16/12
2
4
64
FD
FD

Burns DeLatte & McCoy, Inc.

Consulting Engineers 320 Westcott Houston, Texas 77007 713-861-3016 FAX 861-306



⚠1 REVISION TO POWER PLAN E2.04

PROJECT FORT BEND COUNTY TRAVIS ANNEX, LEVEL 6 BY G.RICKERT DATE 1/27/

PR NO. 18

JOB NO. 004242.00 SHEET NO. E1 OF 1

ROSENBERGER CONSTRUCTION

COST REQUEST / RESPONSE / OWNER APPROVAL NO: 168-00-23

DATE: February 4, 2003

TO: COUNTY PURCHASING AGENT
FORT BEND COUNTY
ROSENBERG ANNX
4520 READING ROAD, SUITE A
ROSENBERG, TX, 77471

PROJECT: RENOVATIONS TO WILLIAM B TRAVIS ANNEX, FLOORS 6 & 7

JOB NO.: 168-00

SCOPE OF THE WORK:

COST TO RELOCATE EXISTING SANITARY WASTE AND VENT PIPING, CLEAN OUT AND VALVES LOCATED IN THE 6TH FLOOR DETENTION AREA TO AVOID CMU DECK HIGH WALL AND AVOID THE INSTALLATION OF ACCESS PANEL IN DETENTION AREA. (ISSUED AS A CONSTRUCTION CHANGE DIRECTIVE 1/16/03).

CONTRACTOR COST REQUEST RESPONSE:

ADD $ 1,100.00

OWNER'S RESPONSE

Accepted	Rejected
[✓]	[ ]

MV

Please return a fully executed fax copy of this document to Rosenberger Construction LP on or before **February 21, 2003** in order to maintain this schedule. This Cost Proposal if accepted will extend the Substantial Completion date by -0- calendar days.

Contractor	Architect	Owner
ROSENBERGER CONSTRUCTION Kyle Low, Project Manager Date: 2/6/03	PGAL Date: 3/5/03	FORT BEND COUNTY Date:

NOTE: ACCEPTANCE OF THIS COST REQUEST CONSTITUTES A CHANGE ORDER PER ARTICLE 7.2 OF THE AIA A201 GENERAL CONDITIONS OF THE CONTRACT.

FEB.24'2003 09:56 2815566444 ROSENBERGER CONST #6623 P.002/016

ROSENBERGER CONSTRUCTION

PROJECT: TRAVIS ANNEX
JOB #: 168-00
DATE: 2/3/03
ITEM: Relocate valve/Detent.

NO	DESCRIPTION	QUANTITY		LABOR		MATERIAL		SUBCONTRACT		TOTAL
				UN	AMOUNT	UN.	AMOUNT	UN	AMOUNT	
	Domo and relocate existing valvo	1	ls					####	$870	$870
	Added access panel	1	ls					####	$100	$100
	SUBTOTAL								$970	$970
	TAXES	8.25%								
	WORKMENS COMP.	42%								
	UMBRELLA & ADDTL. LIABILITY	0.42%					$4			$4
	BUILDERS RISK	0.18%					$2			$2
	BUILDING PERMIT									
	SUBTOTAL									$976
	FEE	0.120								$117
	SUBTOTAL									$1,093
	REMODEL TAXES									
	SUBTOTAL									$1,093
	BOND									$11
	TOTAL									$1,104

KILG RE
m e c h a n i c a l

Plumbing Proposal

February 3, 2003

Rosenberger Construction
Attn: Kyle Low

RE: Ft. Bend Travis Annex

We hereby submit our proposal to provide all the necessary materials, labor, and tools needed to complete the Plumbing portion of this project as outlined contract documents.

Scope:

Re-route water piping and valves in 6th floor security area to avoid CMU dock high wall
Demo and re-route sanitary waste and vent piping for same
Cut and cap waste and water piping futures for installation of security walls

Plumbing Price:	***$***	***870.00***
Material:	***$***	***300.00***
Labor:	***$***	***440.00***
Overhead:	***$***	***87.00***
Profit:	***$***	***43.00***

Thank you for this opportunity to be of service. Should you have any further questions please do not hesitate in contacting me directly at Cell # 713-205-3512.

Sincerely,

Kilgore Mechanical

Matt Reyhons
Plumbing Superintendent

"Regulated by the Texas Dept. of Licensing and Registration, P.O. Box 12157, Austin, TX. 78711, 1-800-803-9202" TACLA017666C

Kilgore Mechanical, LLC
8700 Jameel, Suite 130
Houston, Texas 77040
PH 713-924-4900 • FX 713-924-5900

CRAWFORD YOUNG DRYWALL, INC.

TO: Kyle Low	FROM: Jesus Serrano
COMPANY: Rosenberger	DATE: 2/24/2003
FAX NUMBER: 281-556-6444	SENDER'S FAX NUMBER 713.688.4892
PHONE NUMBER: 281-556-6100	SENDER'S PHONE NUMBER 713.688.4891
RE: William B. Travis Annex	TOTAL NUMBER OF PAGES INCLUDING COVER: 1

☐ URGENT ☐ FOR REVIEW ☐ CONFIDENTIAL ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Please add the amount of $100.00 for additional access panel at gyp board ceiling. Please call if you have any questions. Thank you.

P.O. BOX 920635
HOUSTON, TX 77292-0635

02-24-03 18:12 CRAWFORD YOUNG DRYWALL ID= P.01
FEB.24'2003 09:57 2815566444 ROSENBERGER CONST #6623 P.005/016

ROSENBERGER CONSTRUCTION

COST REQUEST / RESPONSE / OWNER APPROVAL NO: 168-00-25

DATE: February 21, 2003

TO: COUNTY PURCHASING AGENT
FORT BEND COUNTY
ROSENBERG ANNX
4520 READING ROAD, SUITE A
ROSENBERG, TX, 77471

PROJECT: RENOVATIONS TO WILLIAM B. TRAVIS ANNEX, FLOORS 6 & 7

JOB NO.: 168-00

SCOPE OF THE WORK:

COST TO REMOVE EXISTING VINYL WALLCOVERING AND PROVIDE AND INSTALL NEW VINYL WALLCOVERING (WOLF GORDON) AT CORE RESTROOMS ON THE 6TH AND 7TH FLOORS.

*** PLEASE NOTE THAT MATERIAL WILL TAKE 5 TO 7 DAYS TO RECEIVE UPON ACCEPTANCE OF COST REQUEST.**

CONTRACTOR COST REQUEST RESPONSE:

ADD $ 4,250.00

OWNER'S RESPONSE

Accepted	Rejected
[✓]	[ ]

Please return a fully executed fax copy of this document to Rosenberger Construction LP on or before **February 27, 2003** in order to maintain this schedule. This Cost Proposal if accepted will extend the Substantial Completion date by -0- calendar days.

Contractor	Architect	Owner
ROSENBERGER CONSTRUCTION Kyle Low, Project Manager Date: 2/21/03	PGAL Date: 3/5/03	FORT BEND COUNTY Date:

NOTE: ACCEPTANCE OF THIS COST REQUEST CONSTITUTES A CHANGE ORDER PER ARTICLE 7.2 OF THE AIA A201 GENERAL CONDITIONS OF THE CONTRACT.

FEB.24'2003 09:57 2815566444 ROSENBERGER CONST #6623 P.006/016

ROSENBERGER CONSTRUCTION

PROJECT: TRAVIS ANNEX
JOB #: 168-00
DATE: 2/21/03
ITEM: Replace VWC

NO.	DESCRIPTION	QUANTITY	LABOR		MATERIAL		SUBCONTRACT		TOTAL
			UN.	AMOUNT	UN	AMOUNT	UN.	AMOUNT	
	Replace VWC	1 ls					#####	$3,750	$3,750
	SUBTOTAL							$3,750	$3,750
	TAXES	8.25%							
	WORKMENS COMP.	42%							
	UMBRELLA & ADDTL. LIABILITY	0.42%				$16			$16
	BUILDERS RISK	0.18%				$7			$7
	BUILDING PERMIT								
	SUBTOTAL								$3,773
	FEE	0.120							$453
	SUBTOTAL								$4,225
	REMODEL TAXES								
	SUBTOTAL								$4,225
	BOND								$42
	TOTAL								$4,267

R&M SERVICE COMPANY INC.

Change Order 4

Project Name	**WILLIAM B. TRAVIS ANNEX**
Project Number	12
Date	21 February 2003
Client	ROSENBERGER CONST.
Authorized By	KYLE LOW
Fax Number	281-556-6444
Estimator	Norman Cox

Item	Description	Price	Accepted
1	Purchase and Install Wallcovering at Core Restrooms on the 6th and 7th floors per Selections Dated 2/20/03 Wolf Gordon Products.	$ 3,750	☐
Total		**$ 3,750**	**$ -**

Instructions to Client

1. Please review proposed change items.
2. Indicate which items are accepted by marking the adjacent checkbox.
3. Sign below.
4. Return to R&M Services by fax.

Authorized Signature

201 sy

18 65 sy

Fax: 713-694-5281
Tel: 713-695-2428

B W. Donovan
Houston, TX 77091

FEB.24'2003 10:07 2815566444 ROSENBERGER CONST #6623 P.008/016

Kyle Low

From: Jeremy Curtis [JCurtis@pgal.com]
Sent: Wednesday, February 19, 2003 2:54 PM
To: Kyle Low (E-mail)
Subject: Vinyl Wall Covering

Kyle,

Here are the product numbers for the vinyl wall coverings for both the men and women's restrooms.

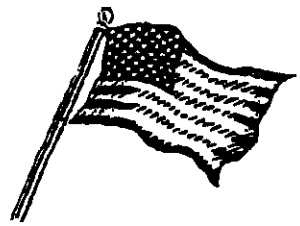
Men's- Aurora Wolf-Gordon + Vescom - Type I (5323-1)
Women's- Aurora Wolf-Gordon + Vescom - Type I (5309-1)

If you have any other questions and or concerns, please contact me here in the office.

JEREMY L. CURTIS
Associate
jcurtis@pgal.com
HOUSTON
713.968.9379 | DIRECT
P G A L
Alexandria, Virginia
T: 703 836 0588 F: 703 836 8027
Boca Raton, Florida
T: 561 988 4002 F: 561 988 3002
Dallas, Texas
T: 214 880 0100 F: 214 880 9689
Fort Lauderdale, Florida
T: 954 527 5001 F: 954 527 4177
Houston, Texas
T: 713 622 1444 F: 713 968 9333
Los Angeles, California
T: 310 645 3276 F: 310 645 3026
Phoenix, Arizona
T: 602 324 7760 F: 602 324 7768
Tampa, Florida
T: 813 289 3313 F: 813 289 3055
http://www.pgal.com/

FEB.24'2003 10:08 2815566444 ROSENBERGER CONST #6623 P.009/016

ROSENBERGER CONSTRUCTION



FAX TRANSMITTAL SHEET

ATTEN: MICHAEL LLOYD

DATE: 2/24/03

FIRM: PGAL

TIME:

RECEIVER FAX NO.

FROM: KYLE LOIM

SENDER FAX NO. (281) 556-6444

SENDER PHONE NO (281) 556-6100

TOTAL PAGES INCLUDING THIS COVER SHEET (4)

REVISED CR # 168-00-26. PLEASE DISREGARD PREVIOUS FOR AMOUNT OF $1-750.

11757 Katy Freeway Suite 390 Houston, Texas 77079 281 556 6100 Fax 281 556 6444

FEB.24'2003 15:10 2815566444 ROSENBERGER CONST #6642 P.001/004

ROSENBERGER CONSTRUCTION

COST REQUEST / RESPONSE / OWNER APPROVAL NO: 168-00-26 REVISED

DATE: February 21, 2003

TO: COUNTY PURCHASING AGENT
FORT BEND COUNTY
ROSENBERG ANNX
4520 READING ROAD, SUITE A
ROSENBERG, TX, 77471

PROJECT: RENOVATIONS TO WILLIAM B. TRAVIS ANNEX, FLOORS 6 & 7

JOB NO.: 168-00

SCOPE OF THE WORK:

DEDUCT (FROM FILE SYSTEM ALLOWANCE) TO RELOCATE AND INSTALL OWNER PROVIDED FILING SYSTEM.

CONTRACTOR COST REQUEST RESPONSE:

DEDUCT $ 325.00

OWNER'S RESPONSE

Accepted	Rejected
[✓]	[ ]

Please return a fully executed fax copy of this document to Rosenberger Construction LP on or before **February 27, 2003** in order to maintain this schedule This Cost Proposal if accepted will extend the Substantial Completion date by -0- calendar days.

Contractor	Architect	Owner
ROSENBERGER CONSTRUCTION Kyle Low, Project Manager Date: _____	PGAL Date: 3/5/03	FORT BEND COUNTY Date: _____

NOTE. ACCEPTANCE OF THIS COST REQUEST CONSTITUTES A CHANGE ORDER PER ARTICLE 7.2 OF THE AIA A201 GENERAL CONDITIONS OF THE CONTRACT.

ROSENBERGER CONSTRUCTION

PROJECT: TRAVIS ANNEX
JOB #: 168-00
DATE: 2/21/03
ITEM: Relocate Filing System

NO.	DESCRIPTION	QUANTITY		LABOR		MATERIAL		SUBCONTRACT		TOTAL
				UN	AMOUNT	UN.	AMOUNT	UN.	AMOUNT	
	FILING ALLOWANCE	1	ls					#####	$5,000	$5,000
	RELOCATE FILING SYSTEM	1	ls					#####	($4,250)	($4,250)
	ELECTRICAL	1	ls					#####	($425)	($425)

SUBTOTAL									$325	$325
TAXES	8.25%									
WORKMENS COMP.	42%									
UMBRELLA & ADDTL. LIABILITY	0.42%									
BUILDERS RISK	0.18%									
BUILDING PERMIT										
SUBTOTAL										$325
SUBTOTAL										$325
SUBTOTAL										$325
TOTAL										$325

Kyle Low

From: Jim Duffield [jduffield@peco-hou.com]
Sent: Monday, February 24, 2003 2:33 PM
To: 'Kyle Low'
Subject: TRAVIS ANNEX

COST FOR NEW 240 VOLT SINGLE PHASE 20 AMP CIRCUIT AND CONNECTION TO FILE ROOM MACHINE
$425.00

FEB.24'2003 15:11 2815566444 ROSENBERGER CONST #6642 P.004/004

ROSENBERGER CONSTRUCTION

COST REQUEST / RESPONSE / OWNER APPROVAL NO: 168-00-27

DATE: February 24, 2003

TO COUNTY PURCHASING AGENT
FORT BEND COUNTY
ROSENBERG ANNX
4520 READING ROAD, SUITE A
ROSENBERG, TX, 77471

PROJECT: RENOVATIONS TO WILLIAM B. TRAVIS ANNEX, FLOORS 6 & 7

JOB NO.: 168-00

SCOPE OF THE WORK:

COST TO PROVIDE AND INSTALL (1) ADDITIONAL "EXIT" LIGHT ON THE 7TH FLOOR (PER THE REQUEST OF FORT BEND COUNTY).

CONTRACTOR COST REQUEST RESPONSE.	OWNER'S RESPONSE	
	Accepted	Rejected
ADD $ 450.00	[✓]	[ ]

Please return a fully executed fax copy of this document to Rosenberger Construction LP on or before **February 27, 2003** in order to maintain this schedule This Cost Proposal if accepted will extend the Substantial Completion date by -0- calendar days.

Contractor	Architect	Owner
ROSENBERGER CONSTRUCTION	PGAL	FORT BEND COUNTY
Kyle Low, Project Manager		
Date 2/24/03	Date: 3/5/03	Date:

NOTE: ACCEPTANCE OF THIS COST REQUEST CONSTITUTES A CHANGE ORDER PER ARTICLE 7 2 OF THE AIA A201 GENERAL CONDITIONS OF THE CONTRACT.

ROSENBERGER CONSTRUCTION

PROJECT: TRAVIS ANNEX

JOB #: 188-00

DATE: *2/24/03*

ITEM: **Added EXIT device**

NO.	DESCRIPTION	QUANTITY	LABOR		MATERIAL		SUBCONTRACT		TOTAL
			UN.	AMOUNT	UN.	AMOUNT	UN.	AMOUNT	
	Added EXIT device	1 ls					#####	$450	$450
	SUBTOTAL							$450	$450
	TAXES	8.25%							
	WORKMENS COMP.	42%							
	UMBRELLA & ADDTL. LIABILITY	0 42%				$2			$2
	BUILDERS RISK	0.18%				$1			$1
	BUILDING PERMIT								
	SUBTOTAL								$453
	FEE	0 120							$54
	SUBTOTAL								$507
	REMODEL TAXES								
	SUBTOTAL								$507
	BOND								$5
	TOTAL								$512

Kyle Low

From: Jim Duffield [jduffield@peco-hou.com]
Sent: Monday, February 24, 2003 8:57 AM
To: 'Kyle Low'
Subject: travis annex

cost for one additional exit light on 7th floor ($450.00 sales tax excluded)

FEB.24'2003 10:11 2815566444 ROSENBERGER CONST #6623 P.015/016

ROSENBERGER CONSTRUCTION

COST REQUEST / RESPONSE / OWNER APPROVAL NO: 168-00-28

DATE: February 27, 2003

TO: COUNTY PURCHASING AGENT
FORT BEND COUNTY
ROSENBERG ANNX
4520 READING ROAD, SUITE A
ROSENBERG, TX, 77471

PROJECT: RENOVATIONS TO WILLIAM B. TRAVIS ANNEX, FLOORS 6 & 7

JOB NO.: 168-00

SCOPE OF THE WORK:

COST TO DELETE ALL SCOPE OF WORK INCLUDED IN THE FURNITURE ALLOWANCE (PER THE REQUEST OF FORT BEND COUNTY).

CONTRACTOR COST REQUEST RESPONSE:

DEDUCT $ 87,100.00

OWNER'S RESPONSE

Accepted	Rejected
[✓]	[ ]

Please return a fully executed fax copy of this document to Rosenberger Construction LP on or before **February 28, 2003** in order to maintain this schedule. This Cost Proposal if accepted will extend the Substantial Completion date by -0- calendar days

Contractor	Architect	Owner
ROSENBERGER CONSTRUCTION Kyle Low, Project Manager Date: 2/27/03	PGAL Date: 3/3/03	FORT BEND COUNTY Date:

NOTE: ACCEPTANCE OF THIS COST REQUEST CONSTITUTES A CHANGE ORDER PER ARTICLE 7.2 OF THE AIA A201 GENERAL CONDITIONS OF THE CONTRACT.

ROSENBERGER CONSTRUCTION

PROJECT: TRAVIS ANNEX

JOB #: 168-00

DATE: 2/27/03

ITEM: Delete Furn. Allowance

NO	DESCRIPTION	QUANTITY		LABOR		MATERIAL		SUBCONTRACT		TOTAL
				UN.	AMOUNT	UN.	AMOUNT	UN	AMOUNT	
	Furniture Allowance	1	ls					#####	($87,100)	($87,100)
	SUBTOTAL								($87,100)	($87,100)
	TAXES	8.25%								
	WORKMENS COMP.	42%								
	UMBRELLA & ADDTL. LIABILITY	0.42%								
	BUILDERS RISK	0.18%								
	BUILDING PERMIT									
	SUBTOTAL									($87,100)
	SUBTOTAL REMODEL TAXES									($87,100)
	SUBTOTAL BOND									($87,100)
	TOTAL									($87,100)

MAR.03.2003 15:19 2815566444 ROSENBERGER CONST #6923 P.003/003

ROSENBERGER CONSTRUCTION

COST REQUEST / RESPONSE / OWNER APPROVAL NO: 168-00-30

DATE March 03, 2003

TO: COUNTY PURCHASING AGENT
FORT BEND COUNTY
ROSENBERG ANNX
4520 READING ROAD, SUITE A
ROSENBERG, TX, 77471

PROJECT: RENOVATIONS TO WILLIAM B. TRAVIS ANNEX, FLOORS 6 & 7

JOB NO.: 168-00

SCOPE OF THE WORK:

COST TO DELETE PLASTIC LAMINATE VANITY TOPS IN EXISTING CORE RESTROOMS (4 TOTAL) AND PROVIDE PLASTIC LAMINATE COUNTER TOP AND PEDESTAL WITH 3-DRAWERS PER PGAL SKETCH "SK-A-1" (PR #28) DATED FEBRUARY 26, 2003.

(*PLASTIC LAMINATE IS NOT A STOCK MATERIAL AND MAY TAKE 10-14 WORKING DAYS TO RECEIVE UPON OWNER ACCEPTANCE.)

CONTRACTOR COST REQUEST RESPONSE:

DEDUCT $ 470.00

OWNER'S RESPONSE

Accepted	Rejected
[✓]	[ ]

Please return a fully executed fax copy of this document to Rosenberger Construction LP on or before **March 05, 2003** in order to maintain this schedule. This Cost Proposal if accepted will extend the Substantial Completion date by -0- calendar days.

Contractor	Architect	Owner
ROSENBERGER CONSTRUCTION Kyle Low, Project Manager Date: 3/03/03	PGAL Date: 3/5/03	FORT BEND COUNTY Date:

NOTE: ACCEPTANCE OF THIS COST REQUEST CONSTITUTES A CHANGE ORDER PER ARTICLE 7.2 OF THE AIA A201 GENERAL CONDITIONS OF THE CONTRACT

ROSENBERGER CONSTRUCTION

PROJECT: TRAVIS ANNEX
JOB #: 168-00
DATE: 3/3/03
ITEM: Work Desk @ 612

NO.	DESCRIPTION	QUANTITY		LABOR		MATERIAL		SUBCONTRACT		TOTAL
				UN.	AMOUNT	UN	AMOUNT	UN.	AMOUNT	
	Delete P-Lam Vanitites	1	ls					####	($1,200)	($1,200)
	Clerk Work Desk	1	ls					####	$730	$730
	SUBTOTAL								($470)	($470)
	TAXES	8.25%								
	WORKMENS COMP.	.42%								
	UMBRELLA & ADDTL. LIABILITY	0.42%								
	BUILDERS RISK	0.18%								
	BUILDING PERMIT									
	SUBTOTAL FEE									($470)
	SUBTOTAL REMODEL TAXES									($470)
	SUBTOTAL BOND									($470)
	TOTAL									($470)



KAMMA
GROUP, INC.
Fine Architectural WoodWork & Interior Design

Date: March 03, 2003

Proposal To: Rosenberger Construction
Attn. Kyle Low, Project Manager

Proposal For: Renovations to William B. Travis Annex, Floors Six & Seven.

Kamma Group, Inc. proposes to fabricate, deliver and install products per drawings and specifications, including cabinets & casework, counter tops and shelves. Paint and stain finish shall be by others.

PROPOSAL CHANGE ORDER # 0212 - 05

1. SCOPE OF WORK:
   a) Delete proposed plastic laminate vanity tops @ Men - 650, Women - 651, Women - 726 and Men - 727. Deduct.....$ 1,200.00

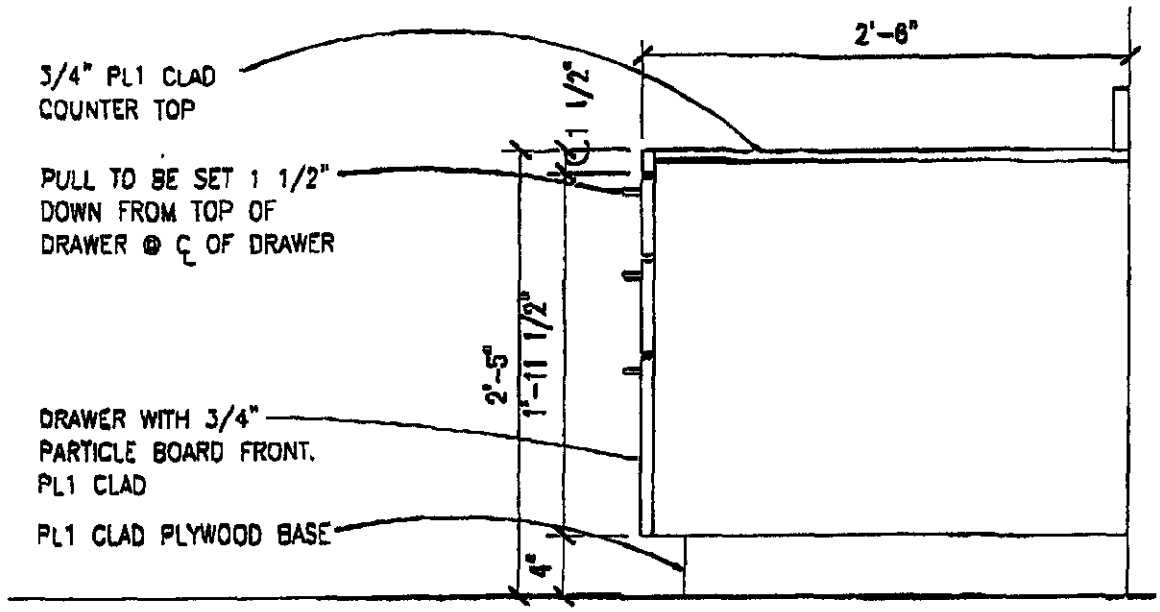
   b) Clerk's Workdesk, Room 612 - Provide plastic laminate counter top and pedestal with 3-drawer per SK-A-1, PR #28 dated February 26, 2003. Add.....$ 730.00

Net ADD/DEDUCT.....$ 470.00

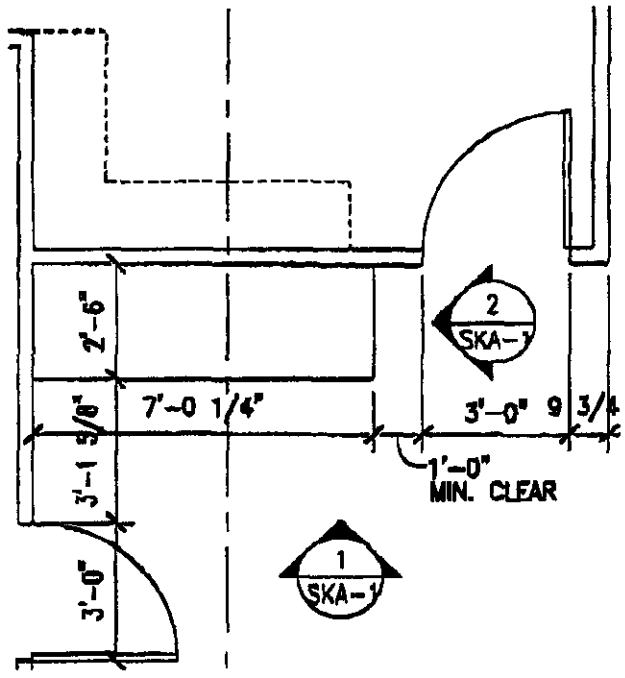
TOTAL ADD/DEDUCT THIS PROPOSAL.....$ 470.00

Sincerely,

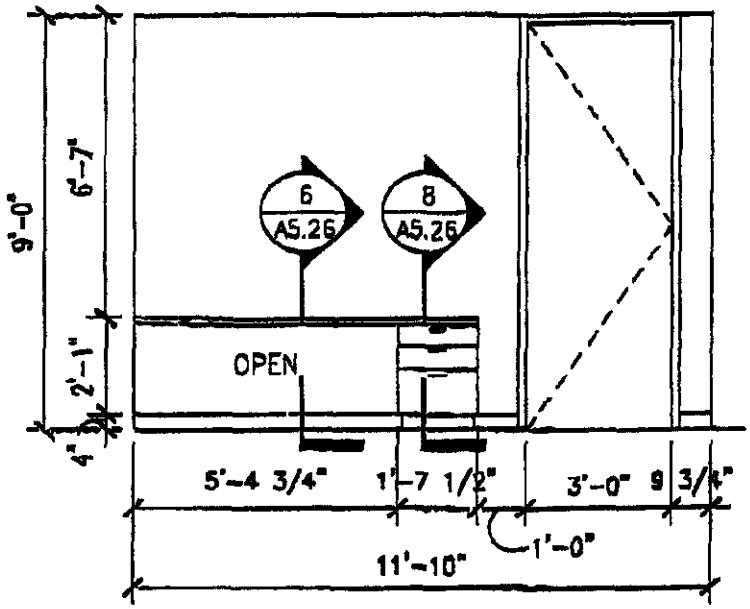
Emmanuel Nnadozie, A.I.A.
for KGI



ELEV.@ CLERK'S DESK - RM. 612 1"=1'-0" (2)



ENLARGED PLAN @ CLERK'S DESK 1/4"=1'-0" (3)



NOTE: RE: DETAILS 6/A5.26 & 8/A5.26 FOR SECTIONS AT WORK DESK.

ELEV.@ CLERK'S WORK DESK - RM. 612 1/4"=1'-0" (1)

Copyright '0

Architecture Interior Architecture PGAL Engineering Planning	PROJECT: FORT BEND COUNTY TRAVIS ANNEX PROJECT NO: 215-01075.00 TITLE: P.R.#28 DATE: FEBRUARY 26, 2003 SCALE: AS SHOWN	SHEET NUMBER SK-A-1

5555 SAN FELIPE, SUITE 1000 HOUSTON, TEXAS TEL: 713-622-1444 FAX: 713-968-933

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

DATE SUBMITTED: 03-17-03
COURT AGENDA DATE: 03-25-03
SUBMITTED BY. Jim Edwards
DEPARTMENT: Budget Office
PHONE NO.: 281-344-3937
AGENDA # 36 B

SUMMARY OF ITEM:

Take all appropriate action to amend the FY 2004 Fort Bend County Budget Policy as presented by the Budget Officer.

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☒

LIST SUPPORTING DOCUMENTS ATTACHED: Budget Policy

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ☐ No ☐ N/A ☒	One Time ☐	
	Recurring ☐	
Funding Source:	N/A ☒	
Fund Agency Org Obj		

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

CC with back up:

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

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. 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:

Approve Amendment on Capital Improvement Projects Jim Edwards

FORT BEND COUNTY BUDGET POLICY FOR 2004

Recognizing that the Fort Bend County Budget appropriates the funds for the operations of each department in the county according to the financial policy of the Commissioners Court, that the budget must be prepared and administered according to the laws of the State of Texas; and that defining and announcing that policy will inevitably lead to better, more realistic, budget requests; the Commissioners Court of Fort Bend County (the Court) adopts this official budget policy in preparation of the 2004 Budget

1 The first duty of the Court is to govern the County in compliance with the ***laws of the State of Texas and of the United States***. The Commissioners Court recognizes its duty to the citizens of Fort Bend County to operate the County in a fiscally responsible manner. It is the ***duty and responsibility*** of each elected official and department head to operate their office or department frugally and efficiently With the economic hardships currently prevailing in the state and nation, it is especially important to eliminate all unnecessary expenditures

A goal to reduce operating expenditures by four percent has been recommended by the County Judge. Every department should make every effort to reduce expenditures or hold the line on expenditures by increasing efficiency within the office in order to meet this goal without reducing the required level of services All programs should be examined periodically as needed to ensure they are still viable and still provide the best method of serving an identified duty of the office or department

The Country is experiencing an economic downturn, and Fort Bend County is not exempt from economic stress County government has a responsibility to its citizens to set the standard of efficiency and care by reducing costs whenever and wherever possible

2 The Court will attempt to lower the present tax rate when appropriate The county's tax base has expanded at an average annual rate of 7 78% over the past ten years, and, even with the current economic slowdown, should maintain a good level of growth County services, if prudently managed, should be adequately provided for by the added funds from growth in the tax base even with a tax decrease

3 Each department or office should present their capital projects for the next five years so the County Budget Officer may consolidate them into a five-year Capital Improvements Plan Departments in a common functional area (e g , courts or law enforcement) are encouraged to cooperate in planning for capital projects that affect the whole functional area Budgeting and allocation of funds for capital projects *will* be made on the basis of long term planning Capital projects include major equipment and software purchases (with capitalized costs of implementation) as well as construction and remodeling The Building and Space Committee will review and recommend action on minor remodeling, which will, if approved, be budgeted within the department

Proposed budgets for Capital Improvements shall be prepared on forms provided for the purpose by the Budget Office The budgets will be complete with all needed equipment, furniture or furnishings, software and hardware included Minor remodeling and small construction projects to be completed within the budget year will be proposed on the same forms, but using only the initial cost and purpose page

4 Capital improvement projects may be paid from current revenues or bonds Bonds or other forms of debt will normally be used for capital projects when appropriate, but only when the capital asset created will have a useful life equal to or longer than the debt repayment period All Capital Projects, whether funded with bonds or other indebtedness, or from current funds, will be managed by a multiyear budget if the construction period extends over more than one fiscal year

5 It is a major priority of the Court to advance the economic development efforts in the county The Court will support efforts to advance economic prosperity of the county when it finds that such efforts are in the best interest of the county and its citizens The Court will provide funds only when it can

legally do so, and in the amount that represents a fair share of the efforts considering all parties that stand to benefit and all entities covered

6. All internal services should operate efficiently The Commissioners Court will examine internal services to see if they can be better performed by the private sector The county will continue to perform those services that it is best suited to perform The county will allocate the costs of internal services to the user departments when possible and economically feasible.

7 The cost of operations of all automobiles and light trucks will be allocated to each using department Each department requiring a replacement car or light truck, will be allocated an amount for the replacement vehicle, and will be required to return the vehicle being replaced Replaced vehicles will be returned to Vehicle Maintenance for sale or redistribution to other departments. Each department requesting an additional car or light truck will be required to justify the need for the additional car or light truck If the court allows the additional vehicle, it will be an addition to the authorized list of vehicles for that department

8 Each department will prepare and submit to the Budget Office measures of the Department's performance These performance measures will reflect the goals of the Department as stated in their long-term plan, and will, as accurately as possible, measure attainment of an operational aspect of the goal Departments should submit from 4 to 7 performance measures Each Department will be responsible for maintaining data to measure attainment of these goals as set out in the performance measures.

9 It is the priority of the Court to provide adequate, qualified staffing for offices and departments, while ensuring that organizational structures are efficient Requests for increases in staff should be made only for new programs and/or upon demonstrated increases in service requirement that cannot more efficiently be met with improved technology or changes in procedures Needs should be documented by comparisons to recognized performance standards whenever possible, by comparisons with other similarly situated counties, or by other verifiable documentation Positions will only be approved when a verifiable need exists. Excessive overtime usage will be investigated to determine if new positions are warranted, or if the overtime is caused by a temporary situation

With the possibility of poor economic conditions being a real threat during the fiscal year, all requested new positions will be scrutinized very closely

10. The Court anticipates that employee compensation will be competitive with those of other comparable employers in the area. Salaries and other benefits of local governments and private sector employers in the area may be surveyed to provide a logical basis for comparison

11. The Court will appropriate adequate funds to ensure that the county's work force is properly trained. Every effort should be made to find or organize training in the area to minimize travel costs Offices and Departments are encouraged to join together in training efforts within the county when common training requirements exist Training should be coordinated through Human Resources whenever possible

12 The County will attempt to return to the concept of pay for performance The Officer and Department Head has a duty to see that excellent performance is rewarded, and that poor or only average performance is not similarly rewarded Pay for performance or merit is a stated goal of the county Merit or performance pay within departments must remain within the amounts allocated to that office

13 Each county office or department should examine their fee schedule at appropriate intervals to ensure that fees are set in accordance with applicable statutes and that an appropriate amount of the cost of service is being borne by the actual user of the service When a fee is allowed by statute, but has not been adopted by the county, this fact should be brought to the attention of the Budget Officer who will notify the Commissioners Court

Every fee office will make a bona fide effort to collect all revenues rightly due the county When collections are below standard, the county will consider whether to adopt other collection efforts (outsourcing collections or developing in-house collections), if justified by potential returns

14. Each annual operating fund maintained by the county shall be budgeted, including special revenue funds that are for the use of only a single department or a single purpose All such budgets will be submitted to the Commissioners Court for consideration during the budget adoption process

15 Transfers within a department's budget, or within the same fund, may be made from available, ~~budgeted money with Commissioners Court's permission. To minimize the need for excessive court actions, the budget will be prepared and managed at the object code level, but adopted at a major~~ category level, so that Departments may utilize operating funds as needed All department heads are expected to manage their budgets to maximize efficiency and achieve the goals of the department

Departments may move moneys from object code to object code within the major category area (except salaries, which are managed by the budget office) A major exception is that any movement of funds to pay for items or programs that have been discussed and disallowed during the budget process may only be made with the approval of the Commissioners Court

The detail level of the adopted budget will be as follows

Salaries and Personnel Costs – Includes all Salary and benefit costs
Operating and Training Costs – Includes all day to day costs of operations
Information Technology Costs – Includes all Information Technology costs, including acquisition, leasing, and software costs except those items which are capitalized as over $5,000
Capital Acquisitions – Includes all capital items with a cost over $5,000, including Information Technology and software

16 Amendments to the budget (increases in the total amount of the budget for a given fund) will only occur in case of a bona fide emergency An emergency is defined as a circumstance that will adversely impact the health or safety of citizens of the county, or severely impair the operation of the county, and that could not reasonably have been foreseen during the preparation of the budget.

Amendments may be made under the provisions of Local Government Code §111 0706 when the county receives a public or private grant that will make money available during the budget year, and that was not known during the budget process, if the County Auditor certifies the availability of the funds for disbursement Upon certification, the Commissioners Court shall make a special budget for the expenditure of the funds for the purposes of the grant

Amendments may be made under the provisions of Local Government Code §111 0707 when the county enters into an interlocal contract that will make money available during the budget year, and that was not known during the budget process if the County Auditor certifies the availability of the funds for disbursement Upon certification, the Commissioners Court shall make a special budget for the expenditure of the funds for the purposes of the contract

17 The Budget Office shall verify all departmental requests for budget transfers by an analysis of all previously approved budget transfers for the requesting department All transfers of funds from the Contingency account shall be accompanied by a detailed report prepared by the Budget Office of all contingency transfers for the fiscal year and showing the current Contingency Balance

18 In order to minimize training costs while maximizing effectiveness, it shall be a policy of the County to conduct as much training as possible within the State of Texas Out-of State travel shall not be used when acceptable alternatives exist within the State Similarly, travel for conferences will only be approved when the benefit to the County can be clearly demonstrated -

AGENDA ITEM

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

37

RETURN TO AGENDA COORDINATOR – COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 18, 2003 **DEPT. SUBMITTED BY: ADMINISTRATIVE SERVICES**

COMMISSIONERS COURT AGENDA FOR: March 25, 2003 **DEPT. PHONE NO.: 281-344-3950**

SUMMARY OF ITEM: Take all appropriate action to adopt a parking plan for the Travis Building lot in order to comply with ADA handicapped parking requirements

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

LIST SUPPORTING DOCUMENTS ATTACHED: Option I and II Parking Plan Options

(Back-up documentation must be attached for consideration)

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS;
Yes ( ) No ( ) N/A (X)	One Time ( )	
Funding Source:	Recurring ( )	
Fund ____ Agcy. ____ Object ____	N/A ( )	

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

CC with back up:

Auditor	(281-341-3774)	Yes (X)	Comm. Pct. 1	(281-342-0587)	Yes (X)
Budget Officer	(281-344-3954)	Yes (X)	Comm. Pct. 2	(281-403-8009)	Yes (X)
County Attorney	(281-341-4557)	Yes (X)	Comm. Pct. 3	(281-242-9060)	Yes (X)
Purchasing Agent	(281-341-8642)	Yes (X)	Comm. Pct. 4	(281-980-9077)	Yes (X)
County Clerk	(281-341-8697)	Yes (X)	AdminServices	(281-238-3322)	Yes (X)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Determine adoption of a parking plan for Travis Building parking to accommodate installation of 8 handicap parking spaces. Option I provides for 16 'permit only' spaces. Option II provides for 16 un-assigned but time limited spaces.

Fort Bend County
Administrative Services

J.C. Whitten
Director

March 24, 2003

TO: County Judge Robert E. Hebert

FROM: J. C. Whitten

Re: Travis Building Parking – March 25th Agenda Item # 37

Knowing that you would prefer that the parking in the front of the Travis Building would be by 'Permit Assignment Only', I would like to suggest that the following assignments be considered:

SPACE #	**ASSIGNEE**
1	District Judge Tommy Culver
2	District Judge Ron Pope
3	District Judge Brady G. Elliott
4	District Judge Bradley Smith
5	County Court at Law Judge Walter McMeans
6	County Court at Law Judge Susan Lowery
7	County Court at Law Judge Sandy Bielstein
8	County Treasurer Jeanne Parr
9	County Attorney Bud Childers
10	County Judge Robert E. Hebert
11	CCL Associate Judge Harold Kennedy
12	DELETE THIS SPACE
13	Justice of the Peace Pct. 1, Pl. 2 Gary A. Geick
14	District Attorney John Healey
15	County Clerk Dianne Wilson. Ph.D.
16	District Judge Robert Kern

If Space # 12 is eliminated and the parking lot re-striped, we would increase the parking space widths on spaces 1 – 11 to 10 feet, instead of the current 9'6" in width.

By including the District Judges from the Courthouse, this would free space in the Jane Long Building parking lot, and also would eliminate employee parking in the front Travis Parking Lot. It would consolidate the assigned parking for the Bailiff's to provide security. Only the 8 handicapped spaces would be open.

4520 Reading • Rosenberg, Texas 77471
(281) 344-3950 • (281) 450-3693 (Cell)
Fax (281) 238-3322

39A

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 25th day of March, 2003, 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-wnt,

THAT WHEREAS, theretofore, on September 24, 2002, the Court heard and approved the budget for the year 2003 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 County Attorney Department # 054

LINE-ITEM NAME	NUMBER	AMOUNT
TRANSFER TO:		
Property & Equipment	1010	$ 5,434
Fees & Services	4010	400
Communications Equipment	6026	2,030
	TOTAL TRANSFERRED TO	$ 7,864
TRANSFER FROM		
Contingency	4040	$ 7,864
	TOTAL TRANSFERRED FROM	$ 7,864

EXPLANATION To transfer funds to cover furniture & equipment expenditures for the County Attorney not covered within the Travis Renovation Project. The furniture and equipment has been received or is currently ordered

Department Head RGL Date March 20, 2003

ROUND DOLLARS ONLY

THE COUNTY OF FORT BEND

BY Robert E Hebert, County Judge

cc Budget Office (original), Commissioners, County Judge, County Auditor

FORT BEND COUNTY 1/7/03
COMMISSIONERS COURT AGENDA REQUEST FORM
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/20/03
COURT AGENDA DATE: 3/25/03
SUBMITTED BY: County Attorney
DEPARTMENT: County Attorney
PHONE NO.: 4556
AGENDA # 39B

SUMMARY OF ITEM Deliberate and take all appropriate action on request for funds in the amount of $3500 00 to complete furnishings for conference room Items to be purchased from Corporate Outlet

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund 010 Agency 054 Object 1010	N/A ( )	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Conference Table	1400 00
10 Chairs @ $400 ea	4000 00
2 Henderson End Tables @ $350 ea	700 00
2 credenza @ $400 eac	800 00
Total	**6900.00**
	- 3400.00 budgeted
Requested	**= 3500.00**

FORM BO1

MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

AGENDA ITEM #39B

On this the 25 day of March, 2003, the Commissioners' Court, with the following members being present

James Adolphus	-	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-wnt,

THAT WHEREAS, theretofore, on September 24, 2002, the Court heard and approved the budget for the year 2003 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 County Attorney Department # 54

TRANSFER TO·

LINE-ITEM NAME	NUMBER	AMOUNT
Eng + Equip	254-1010	3500.00

TOTAL TRANSFERRED TO $

TRANSFER FROM·

Capital Improvements	254-7015	3500.00

TOTAL TRANSFERRED FROM $

EXPLANATION per attached

Department Head Bud Childers bj Date 3.21.03

THE COUNTY OF FORT BEND **USE WHOLE DOLLARS ONLY**

BY _____
James Adolphus, County Judge

Original to Budget Officer cc Commissioners Court

Corporate Outfitters

3/20/03

the remaining items needed for the complete operation of the county attorney's office is as follows:

Conference Room table w/accessories 6900 00

Conference Table	1400.00	
10 Chairs @ 400.00 each =	4000.00	($459-$679 each from standardized list)
2 Henderson side tables @350 ea	700 00	
2 credenza s/hinged doors @ 400 ea	800 00	($625 from standardized list)

Total **$6900.00**

less $3400.00 =*$3500.00 Funding Request*

6900
- 3400
request 3500

Contract for the Purchase of Office Furni

Bid #03-041

STANDARDIZED FURNITURE

Item	Vendor	Price
Desk, Executive, Conference, 5 drawer, 72x36, Statesman Series	Carrolls Discount Office Furniture	$ 677 00
Desk, Secretarial 60x30, with return 42x21, Statesman Series	Carrolls Discount Office Furniture	$ 879 00
Desk, Executive U w/keyboard tray 72x36, vertical credenza, Statesman Series	Carrolls Discount Office Furniture	$ 1,549 00
Desk, Executive U w/keyboard tray 72x36, Lateral Credenza, Statesman Series	Carrolls Discount Office Furniture	$ 1,592 00
Desk, Computer w/keyboard tray 50x24x29, Statesman Series	Carrolls Discount Office Furniture	$ 464 00
Desk, Computer w/keyboard tray 62x27x29, Statesman Series	Carrolls Discount Office Furniture	$ 533 00
Credenza, storage w/hinged doors, 66x20x29, Statesman Series	Carrolls Discount Office Furniture	[redacted] 400 00 x 2
Credenza, Knee[illegible] w/keyboard drawer, 66x20x29, Statesman Series	Carrolls Discount Office Furniture	[redacted]
Hutch, Computer, 59x15x47, Statesman Series	Carrolls Discount Office Furniture	$ 429 00
Hutch, Computer, 60x15x47, Statesman Series	Carrolls Discount Office Furniture	$ 575 00
Wall Unit, 31x16x74, Statesman Series	Carrolls Discount Office Furniture	$ 351 00
Lateral File, 2 drawer, 35x22x29, Statesman Series	Carrolls Discount Office Furniture	$ 382 00
Storage Cabinet w/hinged doors, 38x22x29, Statesman Series	Carrolls Discount Office Furniture	$ 459 00
Chair, Guest, Fairchild 5163, Fabric	Carrolls Discount Office Furniture	[redacted] 400 x 10
Chair, Task, Miller 3311-60, Fabric	The OFIS	$ 254 00
Chair, Hon 6561, Fabric	Carrolls Discount Office Furniture	$ 289 00
Chair, Guest, Paoli 250-3, Leather	Carrolls Discount Office Furniture	[redacted]
Chair, Guest, Paoli 250-1, Leather	Carrolls Discount Office Furniture	$ 658 00
Chair, Desk, Champion Seating, Fabric	Carrolls Discount Office Furniture	$ 400.00
Cabinet, File, Vertical, 4 drawer w/lock, Hon 314CP	Hallmark Office Products	$ 169.00
Cabinet, File, Lateral, 4 drawer w/lock, Hon 764L	2M Business Products	$ 538 00

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

DATE SUBMITTED: 03/12/03	**SUBMITTED BY: D.WILSON**	**AGENDA**	40
	DEPARTMENT: COUNTY CLERK	**ITEM**	
COURT AGENDA DATE: 03/25/03	**PHONE NO.: 8686**	**#**	A, B

SUMMARY OF ITEM: COUNTY CLERK: A) Approve reimbursement for airline ticket to Seattle for County Clerk to attend ATIM conference **B)** Consider revising the county travel policy to authorize advance reimbursement for purchase of airline tickets on the Internet

$303.50 002-4014

RENEWAL CONTRACT/AGREEMENT: **Yes ( )** **No (x)** **new contract**

LIST SUPPORTING DOCUMENTS ATTACHED:

FORT BEND COUNTY RECEIVED MAR 20 2003

FINANCIAL SUMMARY:

COUNTY JUDGE

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes (x) No () N/A ( )	One Time ()	
Funding Source: 002 ___ agcy_____ Object_____	Recurring ()	
	N/A ()	

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

CC with back up:

yes (X)Auditor	(281-341-3774)	yes (X)	Comm. Pct. 1	(281-342-0587)
yes (X)Budget Officer	(281-344-3954)	yes (X)	Comm. Pct. 2	(281-403-8009)
yes ( )County Attorney	(281-341-4557)	yes (X)	Comm. Pct. 3	(281-242-9060)
yes ( )Purchasing Agent	(281-341-8642)	yes (X)	Comm. Pct. 4	(281-980-9077)
yes (X) County Clerk	(281-341-8697)	yes (X)	Human Resources	(281-341-8615)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

A) Approve reimbursement for advance purchase of airline ticket to Seattle
B) Amend travel policy to authorize reimbursement of advance airline ticket purchased on the Internet

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

DATE SUBMITTED: 3/19/03

COURT AGENDA DATE: 3/25/03

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR)

DEPARTMENT: ENGINEERING

PHONE NO.: (281) 633-7507

AGENDA # 41

SUMMARY OF ITEM: TAKE ALL APPROPRIATE ACTION TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 81 WITH RESPECT TO CERTAIN RESPONSIBILITIES UNDER GOING ADMINISTRATION OF FLOOD INSURANCE WITH THE BOUNDARIES OF THE DISTRICT.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ( )

Fund Agency Object N/A ( )

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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RECOMMENDATION / ACTION REQUESTED:

3-31-03 Original Memorandums sent to Paulette @ Engineering.

SPEED MESSAGE

TO (1) Laura Paulette
Co. Atty Engineering.

FROM (2) Jana
~~Adopted~~ ~~Comm #3~~ C. A.

SUBJECT Flood Permit Administration, IBC, MUD #81 (Westin Lakes)

(3) Paulette - this is ready for agenda.
~~Laura~~, our
Per ~~your~~ conversation ~~with Cynthia~~ please
zero has reviewed permit from (4) Jamie Stevenson, 1st Asst. and
(5) Johnny Ortega ~~is Eng~~ have
OK 2-24-03 reviewed & approved placing on Comm. Court.
to CD Zero for review before
Johnny Ortega to send
2-21-03

Thanks!
~~OK to file~~

SIGNED ~~Adopted~~ Z. 3.18.03 DATE ~~2/14/03~~

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WilsonJones Carbonless 601 900

JONES & CARTER, INC.
Consulting Engineers

6335 Gulfton, Suite 100
Houston, Texas 77081-1169

713/777-5337
Fax 713/777-5976

Date	Job No.
Feb. 12, 2003	0190-027

Attention Commisioner W A "Andy" Meyers

Re: Flood Permit Administration

Fort Bend County MUD No 81 (Weston Lakes)

To Fort Bend County Commissioner, Precinct 3
1809 Eldridge Road
Sugar Land, TX 77478

We are sending you:

☐ **Attached** ☒ **Under separate cover via** Certified Mail

The following items:

☐ **Shop drawings** ☐ **Prints** ☐ **Plans** ☐ **Samples**
☐ **Copy of letter** ☐ **Change Order** ☐ **Specifications**

☒ Memorandum of Understanding

Copies	Date	No.	Description
3		2	Memorandum of Understanding

These are transmitted as checked below:

☒ **For approval** ☐ **No objections** ☐ **Resubmit** _____ **copies for approval**
☐ **For your use** ☐ **Objections noted** ☐ **Submit** _____ **copies for distribution**
☐ **For review and comment** ☐ **Returned for corrections** ☐ **Return** _____ **corrected prints**
☐ **As requested** ☐ _____
☐ **FOR BIDS DUE** _____ ☐ **PRINTS RETURNED AFTER LOAN TO US**

Remarks In accordance with your meeting with Mr Carlos Cotton on December 27, 2002, the District's Board of Directors executed the enclosed Memorandum of Understanding transfering flood permit administration to Fort Bend County Enclosed are three (3) originals for your approval Should you have any questions, please call

Copy to Mr Ben "Bud" Childers - County Attorney

Signed Kenneth J Martinec, P E

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between Fort Bend County, Texas, a governmental subdivision of the State of Texas (the "*County*"), and Fort Bend County Municipal Utility District No 81, a governmental subdivision of the State of Texas (the "*District*"), with respect to certain responsibilities under ongoing administration of flood insurance within the boundaries of the District.

RECITALS

1 The Federal Emergency Management Agency ("*FEMA*") has prepared a scientific and engineering report titled "The Flood Insurance Study for Fort Bend County" which identifies areas of special flood hazard.

2. Certain areas within the District are subject to periodic flooding, mudslides, (i.e., mudflows), or flood-related erosion, potentially causing serious damage to properties within these areas.

3. Assistance is available in the form of federally subsidized flood insurance as authorized by the National Flood Insurance Act of 1968.

4. To comply with insurance coverage standards under the National Flood Insurance Act, the Board of Directors (the "*Board*") of the District has adopted a Resolution Applying for Flood Insurance dated April 8, 1986, a Resolution Adopting Revised Flood Damage Prevention Regulations dated January 27, 1988, and a Resolution Adopting Revised Flood Damage Prevention Regulations dated October 15, 1996, whereby the Board adopted FEMA's Flood Damage Prevention Regulations (the "*Regulations*") and agreed to administer and issue Exemption Certificates and Flood Insurance Construction Permits for Community reference number 481600 ("*Flood Permits*") under the Regulations

5. At the request of the District, the County has agreed to accept the administration and issuance of the Flood Permits, and this Memorandum of Understanding is entered into as of the date set forth below for acceptance by the County of the assignment of such administration and issuance from the District to the County pursuant to the Regulations

NOW, THEREFORE, BE IT UNDERSTOOD that from the date of acceptance of this Memorandum of Understanding by the County as set forth below, the County shall thereafter assume the District's obligations with respect to administration and issuance of Flood Permits and will administer and issue Flood Permits within the District for community reference number 481600 pursuant to the Regulations. The District will provide to the County such records or copies of records as are in its possession which are necessary for the efficient administration and issuance of Flood Permits, and will provide such other assistance with the administration and issuance of Flood Permits within the District as may be reasonably requested from time to time by the County.

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

This Memorandum of Understanding is executed by Fort Bend County Municipal Utility District No 81 this January 28, 2003

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 81

President, Board of Directors
Fort Bend County Municipal Utility
District No 81

ATTEST

Secretary, Board of Directors
Fort Bend County Municipal Utility
District No 81

This Memorandum of Understanding is hereby accepted by Fort Bend County, Texas, as of March 25, 2003

FORT BEND COUNTY, TEXAS

County Judge
Fort Bend County, Texas

County Clerk
Fort Bend County, Texas

AGENDA ITEM

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

DATE SUBMITTED:	03/19/2003	**SUBMITTED BY:**	THOMAS M. ANDERSON	**AGENDA**
		DEPARTMENT:	HUMAN RESOURCES	# 42
COURT AGENDA DATE:	03/19/2003	**PHONE NO.:**	281/341-8631	

SUMMARY OF ITEM:
Take appropriate action to approve replacing Chaplain 0748T, Grade 7, position number 027-0019 with Detention Deputy- Utility 0730T, Grade 7, in the Sheriff's Office.

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

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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- **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.**
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RECOMMENDATION / ACTION REQUESTED:

R recommends approval of replacing Chaplain 0748T, Grade 7, position number 027-0019 with ntention Deputy- Utility 0730T, Grade 7, in the Sheriff's Office.

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

DATE SUBMITTED: March 7, 2003	**SUBMITTED BY: Sara Rosas**	**AGENDA**
	DEPARTMENT: JP 1-2 (019)	**# 43**
COURT AGENDA DATE: March 25, 2003	**PHONE NO.: 281-341-3743**	

SUMMARY OF ITEM: Request in the amount of $2500.00 to overtime funds 03-010-019-0202 from contingency for continued work on Banner/ACS implementation and programming.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No (x)

LIST SUPPORTING DOCUMENTS ATTACHED: Letter addressing need for transfer

FINANCIAL SUMMARY:

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

Original Form Submitted with back up to County Judge's Office: (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)**
(x) Purchasing Agent	**(281-341-8642)**	**(x) Comm. Pct. 4**	**(281-980-9077)**
(x) County Clerk	**(281-341-8697)**		

Instructions for submitting an Agenda Request:

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RECOMMENDATION / ACTION REQUESTED:

FORM BO1 75

43

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2003

On this the **25th** day of **MARCH**, 2003, the Commissioners' Court, with the following members being present:

ROBERT 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 ~~March 25, 2003~~ September 24, 2003, the Court heard and approved the budget for the year 2003 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 **Justice of the Peace 1,2** Department # **019**

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Overtime	019-0190-0202	$2,500
	TOTAL TRANSFERRED TO $	**$2,500**

TRANSFER FROM:

Contingency	4040	$2,500
	TOTAL TRANSFERRED FROM $	**$2,500**

EXPLANATION For continued work on Banner implementation and programming

Department Head Sara Ross Date 3-12-03

THE COUNTY OF FORT BEND **USE WHOLE DOLLARS ONLY**

BY _____
ROBERT HEBERT, County Judge

MAR 12 2003

JUDGE GARY A. GEICK
JUSTICE OF THE PEACE, PRECINCT ONE, PLACE TWO
FORT BEND COUNTY, TEXAS

DATE: March 7, 2003

THIS REQUEST IS FOR SARA ROSAS TO CONTINUE ON PROVIDING REQUIRED WORK ON THE EXISTING AND SOON TO BE UPGRADED BANNER/ACS SYSTEM.

SHE IS CURRENTLY OVER THE MAXIMUM COMP TIME TO BE ABLE TO WORK ANY ADDITIONAL HOURS TO MAINTAIN THE OFFICE AND NECESSARY WORK ON THE ACS/BANNER PROJECT.

FUNDS WERE NOT REQUESTED AT BUDGET TIME HOPING THAT OVERTIME FUNDS WOULD NOT BE NECESSARY, HOWEVER DUE TO TERMINATION OF AN EMPLOYEE AND THE TIME BETWEEN THAT AND REHIRING OF A NEW EMPLOYEE PLACED A STRAIN DAILY WORK AND CONTINUED WORK FLOW OF THE OFFICE.

FORM BO1 44

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 25th day of March, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 JP2 Department # 052

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Overtime	010 0520 1200 0202	$2,000
	TOTAL TRANSFERRED TO $	**$2,000**

TRANSFER FROM

Contingency	045-4040	$2,000
	TOTAL TRANSFERRED FROM $	**$2,000**

EXPLANATION JP2 has been asked to return to Commissioners Court every six weeks, or three pay periods, to request funds as needed At this point the overtime funds will soon be depleted since the chief clerk has recently gone over the 240 max for comp time, and must now be paid overtime The upgrade to ACS 4 3 has been delayed until April 2003 which may also extend the time JP2 will need to work comp and/or overtime JP2 is only requesting overtime funds at this time

Department Head [signature] Date March 18, 2003

THE COUNTY OF FORT BEND **USE WHOLE DOLLARS ONLY**

BY [signature]
Robert E Hebert, County Judge

MAR 19 2003

Original to Budget Officer cc Commissioners Court

JUSTICE OF THE PEACE, PRECINCT 2
FORT BEND COUNTY, TEXAS

JOEL C. CLOUSER, SR.
Judge

(281) 403-8080
Fax (281) 403-8089

MEMORANDUM

March 18, 2003

TO **COMMISSIONERS' COURT**
Robert E Hebert, County Judge
Tom Stavinoha, County Commissioner Precinct 1
Grady Prestage, County Commissioner Precinct 2
Andy Meyers, County Commissioner Precinct 3
James Patterson, County Commissioner Precinct 4

FR Judge Joel C Clouser, Sr
Justice of the Peace, Precinct 2

RE: Line-Item Transfers, Between Categories 045-4040
To Object Code 0202 - Overtime

This is to request that $2,000 be transferred from Contingency (045-4040) into JP2's Overtime (0202) line item, every three pay periods at the request of Commissioner's Court

The Overtime funds are necessary because my staff is working extra hours to overcome numerous flaws found during the implementation of the new version of the ACS Courts software My Court Coordinator and one of my staff members are over 240-hours of comp time and have to be paid overtime

As you may be aware, the up grade of SCT Banner 3 1 to ACS Courts 4 3 has been set back to April 2003

x Jim Edwards, Budget Office

FAXED 3/19/03

\\PCT2\SYS\HOME\JP2\EVANSAID\Budget Office\Line-Item Transfers\Memos\LIT Memo to CC on OT PT 031803 doc

Dianne Wilson

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D Jalomo, Jr , CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert D. Jalomo
Purchasing Agent

SUBJECT: Agenda items Commissioners Court March 25, 2003

Consent Agenda Items:

28A 1. Authorize advertising for bids for books for opening day collections
28B 2. Authorize advertising for statements of qualifications for architectural services required to accomplish County wide remodeling and new construction projects.
28C 3. Accept bond renewal for Gilbert D. Jalomo, Jr. County Purchasing Agent through March 2005.

Regular Agenda Items:

45A 1. Take appropriate action on Bid #03-051 – Rubber tired asphalt paving machine.

45B 2. Take appropriate action to authorize the purchase of one (1) ½ ton pickup truck for Sheriff's Office from Bid #03-002 in the amount of $12,976.00 from Lawrence Marshall Chevrolet (Funding: Sheriff's Office and Risk Management)

45C 3. Deliberate and consider granting an exemption to the competitive bid requirements as authorized by Section 262.024 (a)(7) Texas Local Government Code for the purchase of a sole source item – Renewal of Imaging Server Annual Maintenance and Renewal of Investment Protection Program from eiStream WMS, Inc for County Clerk's Office (Funding: Fund 144).

4. Deliberate and consider approving the purchase of the following items from State of Texas Qualified Information Systems Vendors:

45D-1 a. Motorola, Inc. - Ten (10) MW-800 Mobile Workstations in an amount not to exceed $68,430.00 (Funding: Sheriff 6026).

45D-2 b. Mark III Systems, Inc. - Renewal of annual hardware maintenance agreement for IBM hardware supported by the County's MIS Department in an amount not to exceed $46,191.00 (Funding: MIS 4010)

450-3 c. Xiotech Corporation – Computer equipment and installation in an amount not to exceed $75,740.00 (Funding: MIS 1012)

450-4 d. SBC Data Comm – Cisco Systems equipment in an amount not to exceed $68,760.00 (Funding: MIS 1012)

45E 5. Deliberate and consider taking action on RFQ #03-032 Request for Statements of Qualifications for Design/Build of Sheriff's Office Vehicle Evidence Facility.

28B

Fort Bend County
Administrative Services

J.C. Whitten
Director

March 12, 2003

To: Gilbert Jalomo – Purchasing Agent ✓

cc: William Roberts – Project Manager

From: J. C. Whitten

Re: Precinct 4 Office Building – remodeling request

Per our discussion at the Building and Space committee meeting this morning, the following is a request involving the above facility and project.

Item 1.

Request for architectural services to prepare a complete set of "as built" drawings of both floors of the Precinct 4 Office Building, located at 12919 Dairy Ashford, Sugar Land, TX 77478, including walls, lighting, outlets, HVAC, plumbing, etc.

Item 2.

Request for architectural services to prepare drawings for submission to City of Sugar Land Building Inspection Department for remodeling of Precinct 4 Building for Constable, Justice of the Peace and Commissioner's offices per departmental request. Drawings to include wall changes, lighting, technology and telephone requirements, and HVAC changes. Departments will provide proposed sketch of requested changes.

THANKS,

J. C. Whitten

4520 Reading • Rosenberg, Texas 77471
(281) 344-3950 • (281) 450-3693 (Cell)
Fax (281) 238-3322

Fort Bend County
Administrative Services

J.C. Whitten
Director

March 12, 2003

To: Gilbert Jalomo – Purchasing Agent ✓

cc: William Roberts – Project Manager
Martha Rider – Risk Management

From: J. C. Whitten

Re: Rosenberg Annex – remodeling request

Per our discussion at the Building and Space committee meeting this morning, the following is a request involving the above facility and project.

Item 1.

Request for architectural services to prepare drawings for submission to City of Rosenberg Building Inspection Department for remodeling of Rosenberg Annex Offices for Risk Management department per departmental request. Drawings to include wall changes, lighting, technology and telephone requirements, and HVAC changes. Department will provide proposed sketch of requested changes.

THANKS,

J. C. Whitten

4520 Reading • Rosenberg, Texas 77471
(281) 344-3950 • (281) 450-3693 (Cell)
Fax (281) 238-3322

Fort Bend County
Administrative Services

J.C. Whitten
Director

March 12, 2003

To: Gilbert Jalomo – Purchasing Agent ✓

cc: William Roberts – Project Manager
Connie Heinecke – M.I.S.
Patsy Schultz – Tax Office

From: J. C. Whitten

Re: Jane Long Building – remodeling request

Per our discussion at the Building and Space committee meeting this morning, the following is a request involving the above facility and project.

Item 1.

Request for architectural services to prepare a complete set of "as built" drawings of all three (3) floors of the Jane Long Building, including walls, lighting, outlets, HVAC, plumbing, etc.

Item 2.

Request for architectural services to prepare drawings for submission to City of Richmond Building Inspection Department for remodeling of Jane Long Building for Tax Assessor/Collector and M.I.S. departments per departmental request. Drawings to include wall changes, lighting, technology and telephone requirements, and HVAC changes. Departments will provide proposed sketch of requested changes.

THANKS,

J. C. Whitten

4520 Reading • Rosenberg, Texas 77471
(281) 344-3950 • (281) 450-3693 (Cell)
Fax (281) 238-3322

28C

Speed Message

Date Feb. 17, 2003

Subject Old Republic Surety BOND RENEWAL 3/29/03-05 invoice for $93 is enclosed.

Payment is due before the expiration date of the current bond. Please issue to GRAYLESS INSURANCE AGENCY and mail to PO Box 400, Richmond, TX 77406.

The CONTINUATION CERTIFICATE IS ALSO ENCLOSED.

451 723909
1850

Carol

TO

MR. GILBERT D JALOMO, JR.
500 Liberty, Suite 103
Richmond, Texas 77469

GRAYLESS INSURANCE AGENCY
POST OFFICE BOX 400
RICHMOND, TEXAS 77406
(281) 342-8127
(281) 342-8483 FAX

GLENDAVID GRAPHICS GIA-3

OLD REPUBLIC SURETY COMPANY
P O BOX 569480
DALLAS, TX 75356-9480

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	EFFECTIVE DATE	EXPIRATION DATE
LPO- 904479	PURCHASING AGENT	3/29/2003	3/29/2005

PRINCIPAL

JALOMO, GILBERT D., JR.
500 LIBERTY
SUITE 103
RICHMOND, TX 77469

OBLIGEE

FORT BEND COUNTY

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

SIGNED AND DATED THIS TENTH DAY OF NOVEMBER, 2002

89-4693
GRAYLESS, MARY ANN
P O BOX 400
RICHMOND, TX 77406

OLD REPUBLIC SURETY COMPANY
SURETY

By Geraldine J. Stelter
ASSISTANT SECRETARY

ORSC 22084 (8/94)

45A

Tabulation

Purchase of New Rubber Tired Asphalt Paving Machine

Bid #03-051

Company	Bid Price	Optional Extended Warranty
Hi-Way Equipment Co Houston	No Bid	No Bid
Mustang Tractor & Equipment Houston	$262,591.00 Caterpillar AP1000B	$2,480.00

Recapitulation of Bid

Commissioners Court Approval:	October 22nd
Legal notice run in newspaper:	February 26th and March 5th
Individual notices mailed:	55
Bid packets picked up or mailed:	5
Bid opening date:	March 13th
Bids received:	2

Recommendation: Mustang Tractor & Equipment @ $262,591.00 plus optional warranty @ $2,480.00 = $265,071.00

Funding: Road and Bridge 1011 (1 each)

45B

From: Kathleen Barnes
To: Debbie Kaminski
Date: 3/4/03 8 33AM
Subject: Truck II

Debbie -
We need to replace Unit 20B which was totaled in an accident on February 17, 2003 We want to replace it with Truck II from
Bid #03-002. We need white exterior and blue or charcoal interior

Thanks for your help
Kathleen

Tabulation

Purchase of New Pickup Trucks

Bid #03-002

Truck No.	Columbus Auto Columbus (Ford)	Goodson Houston (Dodge)	Helfman Stafford (Ford)	Knapp Houston (Chevrolet)	Lawrence Marshall Hempstead (Chevrolet)	Lawrence Marshall Hempstead (Dodge)	Red McCombs San Antonio (Dodge)
Truck I: ½ T, SWB 3.9 engine vinyl bench	13,972.60	15,725.00	12,860.00	13,376.00	12,258.00	13,462.00	14,564.00
Truck II: ½ T, SWB 4.6 engine vinyl bench trailer tow pkg	14,999.00	17,277.00	14,066.00	13,716.00	12,976.00	13,999.00	15,503 00
Truck III: ½T, LWB 4.6 engine vinyl bench trailer tow pkg	15,198.60	16,997.00	14,300.00	14,692.00	13,142.00	14,332.00	15,739.00
Truck IV: ½ T, LWB 4.6 engine vinyl bench	14,961.60	16,413.00	13,925.00	14,434.00	12,929.00	14,146.00	15,302.00
Truck V: ½ T, LWB 4.6 engine cloth bench	14,961.60	16,413.00	13,925.00	14,434.00	12,929.00	13,329 00	15,395.00

RISK MANAGEMENT / SAFETY DEPARTMENT

Fort Bend County Texas

AS PER ORIGINAL

March 3. 2003

Fort Bend County Sheriff's Department
1410 Ransom Road
Richmond. Texas 77469

Attn: Ms. Kathleen Barnes

Re: Property Casualty Claim – Auto Physical Damage
Danny Beckworth – Unit 20B
Date of Accident – February 17. 2003

Dear Kathleen:

We have received an appraisal for the damage to Unit 20B that was totaled on Feb.17, 2003. The appraised value of the vehicle is $ 6,075.00. After the final subtraction of expenses against this claim (appraisal fee of $91.50 and the salvage value of $750.00) the balance that will be available for use will be $ 5.233.50. Whenever the time comes for purchasing a new vehicle – this amount will be eligible for your purchase order. This amount will come from General Fund Property/Casualty #010 068 0403 7100 and we will need to be notified in advance of your purchase.

If you have any questions. please feel free to contact me at (281) 341-8630.

Sincerely.

Sandy Kucera
Risk Management Department
Fort Bend County

Cc: Mr. Milton Wright – Sheriff
Mr. Gilbert Jalomo – Purchasing Agent
Mr. Ed Sturdivant - County Auditor

I\ROSEANNEX\SYS\DATA\INSURANC\Risk Mgmt\auto\correspondence\sher-beckworthunit20b2-17-03.doc

45c

eiStream

Federal ID# 75-2894051

Remittance Address:
eiStream WMS, Inc.
P O Box 890650
Dallas, TX 75389-0650

Inquiries call
Phone (214) 520-1660
Fax (214) 219-7218

INVOICE NO.	PAGE
16995	1
INVOICE DATE	
10/22/02	

SOLD TO

Fort Bend County
Dianne Wilson
301 Jackson
Richmond, TX 77469

SHIP TO

Fort Bend County
Dianne Wilson
301 Jackson
Richmond, TX 77469

ORDER NO.	CUSTOMER NO	PURCHASE ORD NO.	SHIP VIA	TERMS
5050-0	CUS50198			Due in 30 Days

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	UM	NET PRICE
		Investment Protection Program Renewal Billing Period. 01/01/03 to 12/31/03			
MD-I-SERVER-AIX	105.00	Imaging Server Annual Maintenance - AIX	337 40	EA	35,427 00

Effective 9/1/2001 eiSolutions, Inc
d/b/a Eastman Software
has changed its name to
eiStream WMS, Inc.

COMMENTS		
	SALE AMOUNT	35,427 00
	DELIVERY/HANDLING	0 00
	SALES TAX	0 00
	TOTAL	$ 35,427 00

All software provided by eiStream WMS, Inc to the Customer including the programs and related documentation, are confidential, trade secrets and the proprietary property of eiStream WMS Inc. Any unauthorized use [illegible] disclosure is strictly prohibited.

STATE OF TEXAS

COUNTY OF FORT BEND

ADDENDUM TO EISTREAM WMS, Inc.

THIS ADDENDUM, entered into by and between **Fort Bend County**, a body corporate and politic, and **eiStream WMS, Inc.**, authorized to conduct business in the State of Texas

THAT, WHEREAS, the parties have executed that certain 'Investment Protection Program End User Maintenance Agreement;' and,

WHEREAS, the following changes are incorporated as if a part of the 'Investment Protection Program End User Maintenance Agreement:'

1. Fort Bend County, Texas, is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
2. This Agreement shall not automatically renew.
3. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. In the event of suit to enforce this Agreement, venue shall lie in Fort Bend County, Texas

FORT BEND COUNTY

By: _____
James C. Adolphus, County Judge

Date: _____

eiStream WMS, Inc.

By: Patricia McArdle
Authorized Agent – Signature

PATRICIA McARDLE
Authorized Agent – Printed Name

Title: GENERAL COUNSEL

Date: 19 December 2002

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement

_____
Robert Ed Sturdivant, County Auditor

MER eiStream WMS Inc Agr 3217(112102)

eiStream

eiStream WMS, Inc
INVESTMENT PROTECTION PROGRAM END USER MAINTENANCE AGREEMENT

This AGREEMENT ("Agreement") is entered into as of January 1, 2002 by and between eiStream, WMS, Inc., a Delaware Corporation, ("eiStream") and Fort Bend ("Customer") with offices at 301 Jackson, Richmond, TX 77469

SECTION 1 DEFINITIONS

1 1 "Software" means the computer program product(s) and user documentation identified in an eiStream ordering supplement attached to this Agreement (or any subsequent ordering supplement that references this Agreement) that are properly licensed to Customer by eiStream or its authorized representative Software shall be deemed to include any Patches, Maintenance Releases and General Releases to such computer program product(s) including user documentation which are delivered to Customer by eiStream Software under this Agreement The use of such Patches, Maintenance Releases and General Releases shall be subject at all times to the terms of this Agreement

1 2 A "Patch or Hot Fix" may contain single or multiple bug fixes Patches must be installed on top of a General or Maintenance Release and cannot be used independently

1 3 A "Maintenance Release", designated as such by eiStream contains only bug fixes, with no new major functionality A Maintenance Release is designed to provide an incrementally more stable environment and will have undergone quality assurance testing prior to release

1 4 A "General Release", designated as such by eiStream, is designed to provide new features or functions or to improve performance A General Release may also contain bug fixes and will have undergone quality assurance testing prior to release

1 5 Software release designation shall follow the format X YY ZZZ, where X refers to the General Release level, YY refers to the Maintenance Release level, and ZZZ refers to the patch level

SECTION 2 INVESTMENT PROTECTION PROGRAM

2 1 Scope of Services In consideration of the Investment Protection Program Fee, eiStream agrees to provide the Investment Protection Services described in the applicable Investment Protection Program data sheet in effect on the date of order and on each renewal

2 2 Investment Protection Program Fee Customer shall pay eiStream an Investment Protection Program fee in the amount set forth in the applicable ordering supplement or renewal invoice, net of any sales, use or like taxes

2 3 Payment Investment Protection Program will be invoiced to Customer annually in advance Payment shall be due within 30 days of the invoice date

SECTION 3 LIMITED WARRANTY/LIMITATION OF LIABILITY

3 1 Limited Warranty eiStream warrants only that the services provided under this Agreement shall be performed in a professional manner Patches, Maintenance Releases and General Releases provided under this Agreement are provided on an "AS IS" basis, without warranty or indemnity of any kind eiStream MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NEITHER eiStream NOR ANY OF ITS SUPPLIERS WARRANTS THAT THE PATCHES, MAINTENANCE RELEASES AND GENERAL RELEASES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL WORK IN ALL COMBINATIONS SELECTED BY CUSTOMER

3 2 Limitation of Liability NEITHER eiStream NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER IN NO EVENT WILL THE LIABILITY OF eiStream OR ITS SUPPLIERS EXCEED THE AMOUNT OF THE FEE FOR SERVICES FROM WHICH THE LIABILITY ARISES THESE LIMITATIONS ARE CONTEMPLATED IN THE PRICE AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE PROTECTION AND BACK-UP ON ALL DATA AND SOFTWARE

SECTION 4 USE AND RESTRICTION

All Software provided under this Agreement is protected by U S copyright laws and treaties Customer agrees to use the Software for its internal business purposes and to maintain same in confidence and, except as provided herein, not to use, disclose, reproduce or copy any Software, or any materials or documents provided to Customer under this Agreement that are marked as "confidential" or "proprietary" Customer agrees not to copy (except for archive purposes), modify, reverse engineer or decompile any Software, transfer any Software to a third party, or to allow any third party to use any Software Software may not be exported, rented, leased or used to process the data of any third party The obligations under this Section shall survive the expiration or termination of this Agreement for whatever reason, and shall be binding on Customer's successors and permitted assigns

SECTION 5 TERM OF SERVICES AND TERMINATION

5 1 Term of Service Investment Protection Program will commence upon license of the Software and will continue for a term of one year, unless a longer term is specified in the ordering supplement or unless terminated in accordance with Section 5 2 below Investment Protection Program will automatically renew for a like term unless Customer cancels the Investment Protection Program within thirty days of the term's expiration.

5 2 Termination eiStream may terminate this Agreement or any Investment Protection Program (i) at any time on sixty (60) days prior written notice, or (ii) on thirty (30) days prior written notice if it or a supplier generally withdraws support for a Software product, or (ii) fourteen days after written notice of a material breach of this Agreement (including, but not limited to, failure to make any payment when due), if such breach is not cured within such period

5 3 Effect of Termination Upon termination of this Agreement or any Support Service, eiStream will, as its sole

obligation and Customer's exclusive remedy, refund to Customer a pro-rated portion of the Investment Protection Program Fee based on a 365 day year The obligations of the parties under Sections 3 and 4 shall survive the expiration or termination of this Agreement

SECTION 6 GENERAL PROVISIONS

6 1 Entire Agreement This Agreement and any ordering supplements (including other acceptable ordering documentation) accepted by eiStream represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, relating to the subject matter hereof This Agreement may be amended or modified only by a written agreement signed by both parties The terms of this Agreement shall prevail over the terms of any Customer order or acknowledgment document Preprinted terms on any Customer document shall not apply to eiStream

6 2 No Assignment Customer shall not sell, transfer, assign, or subcontract any right or obligation hereunder without the prior written consent of eiStream

6 3 Governing Law This Agreement shall be governed by the laws of the Commonwealth of Massachusetts as applied to contracts between Massachusetts residents

6 4 Severability. If any provision of this Agreement is found invalid by a court, the remaining provisions shall remain in full force and effect

6 5 Limits on Actions No action arising under this Agreement, in contract, tort or otherwise, may be brought by either party more than two years after the cause of action arises

6 6 No Waiver No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver or preclude further exercise thereof

6 7 Force Majeure Neither party will be liable to the other party for any delay in furnishing Investment Protection Program or failure to perform its obligations hereunder, if such delay is caused by fire, flood, Acts of God or events beyond the reasonable control of eiStream

---

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above

eiStream WMS, Inc

By _____

Title VP SALES & MKTG

Date 2/28/03

CUSTOMER

By _____

Title Fort Berid County Judge

Date 1-8-02

EXHIBIT A

eiStream INVESTMENT PROTECTION PROGRAM

This Exhibit A sets forth the obligations of eiStream with respect to the delivery of Investment Protection Services to Customer

SECTION 1: DEFINITIONS

1 1 "Investment Protection Program Fee" is calculated at 20% of the list price for each Product ordered by the Customer. This fee entitles Customer to the eiStream Investment Protection Program described in Section 2 with hours of operation for Support Services as outlined in Paragraph 2 4 7x24 Support Services are available at a Investment Protection Program Fee of 25% of the list price for each Product ordered and are outlined in Paragraph 2 4 1

1 2 "eiStream Investment Protection Program" means the services described herein Not all services may be available for all Products "Error" means a condition in the Product that causes its operation to deviate in a material way from its documentation.

1 3 "Support Services" means the services described herein Not all services may be available for all Products

1 4 "Incident" is defined as a single support issue and the reasonable effort(s) needed to resolve it

1 5 "Update" or "Service Pack" means a release of a Product, designated as such by eiStream, intended to correct an Error in the Product

1 6 "Upgrade" means a release of a Product, designated as such by eiStream, intended to provide new features or functions, or to improve performance

1.7 Severity 1 means that Customer's system or a portion of Customer's system is down and production operations have halted or are severely affected Key data may be lost or corrupted There is no workaround for the problem

1 8 Severity 2 means that a problem has occurred that significantly affects Customer's ability to use the system at its normal capacity A workaround may exist for this problem

1 9 Severity 3 means that a question or a problem has arisen but a workaround for this question may exist

1 10 To the extent that terms are used herein and are defined previously in the **eiStream Investment Protection Program End User Maintenance Agreement**, those definitions are incorporated herein by reference

SECTION 2 eiStream INVESTMENT PROTECTION PROGRAM

2 1 Scope of Services In consideration of the Investment Protection Program Fee paid to eiStream by Customer, eiStream agrees to provide the Services described herein Services are categorized as Technical Account Management, Proactive Services, and Support Services

2 2 Technical Account Management Technical Account Management services are delivered by the Technical Account Manager (TAM) and are intended to help coordinate and streamline the support relationship The TAM is the Customer's advocate within eiStream and facilitates a team that provides Proactive Services and Support Services The TAM will conduct quarterly service reviews with the Customer

2 3 Proactive Services Proactive Services consist of

- Annual System Audit that includes a system performance assessment, supportability review and backup and recovery preparedness review The Annual System Audit is a maximum of five (5) business days, at eiStream's reasonable discretion

- Up to three (3) training days within an eiStream open enrollment class to enhance Customer's ability maintain user, administrator and developer skills Additional training days may be requested by Customer as a separate billable service

2 4 Support Services are provided to the Customer employees identified as having received training on the Products The Support Center hours of operation are Monday through Friday, 8 00am to 8.00pm. EDT, excluding eiStream holidays

2 4 1 7x24 Support Services are provided to the Customer employees identified as having received training on the Products 7x24 Support Services provide response within one (1) hour of a report of a Severity 1 issue Severity 2 or 3 issues are deferred until the next business day

2 4 2 Support Services First Line Support

- Receiving all calls covering questions regarding the use and operation of the Products,

- Receiving all calls for service on the Products,

- Receiving and responding to Customer questions on the use of the Products, utilizing as sources of information the Product literature for those Products, as well as any additional materials provided by eiStream, inclusive of materials accessible through on-line electronic services,

- Reviewing Customer calls and isolating any potential problems to be specific to the eiStream component(s) and communicating such potential problems to the eiStream Support Center (hereinafter "Support Center") using the escalation procedure communicated by eiStream;

- If the Customer determines that there may be a problem with the Product, the Customer must, as necessary for problem analysis and resolution, provide detailed information to eiStream regarding the problem event including supporting materials,

  Such detailed information may include, but not be limited to

  * a detailed description of the problem,

  * date the problem was first reported, and,

  * supporting data for the reported problem,

- Access to an accurate configuration of the Customer software and hardware,

- Core dumps (as available from the End User),

- Printouts from the system experiencing the problem (as available from the End User),

- Customer may also be requested to facilitate dial-in access to the system where the problem is encountered so that eiStream can perform reasonable remote testing and diagnostic support using standard PC software and telecommunications methods

2 4 3 Support Services· Second Line Support Second Line Support consists of

- Determining the nature and cause of the problem,
- Recreating the problem, wherever possible,
- Providing detailed information to include, as a minimum·
  - the dates under which the problem was recreated,
  - the conditions under which the problem was recreated, and
  - details of the support tools implemented

2 4 4 Support Services Third Line Support Third Line Support consists of

- Resolution and support tracking of all reported problems, inclusive of escalation in accordance with eiStream's Worldwide Escalation Policy,
- Requesting the distribution of new software releases for covered Products;
- Periodic notifications covering the availability of new Product releases, technical information about the Products, answers to commonly asked questions,
- As available, a Patch or Hot Fix to remedy a reported problem that materially affects the *Customer's use of the Product*
- Service Packs (Updates) of the covered Products as well as any Patches,
- New enhancement releases offering new features and functionality (Upgrades) of the covered Products

2.4.5 Limitations. Support Services are offered on the two most current General Release levels of each Product

SECTION 3 CUSTOMER RESPONSIBILITIES eiStream's performance is predicated upon the following responsibilities being fulfilled by Customer in accordance with this document.

3 1 The Customer will designate a Customer Contact Manager (CCM) who will be responsible for leading the customer team and will manage all Customer activities, tasks, and responsibilities associated with the eiStream Investment Protection Program The CCM will manage Customer's process for submitting incidents to eiStream and is responsible for establishing a process within the Customer's organization for controlling the submission of incidents

3 2 Customer will work with eiStream to plan for the utilization of Technical Account Management, Proactive Services and Support Services

3 3 Customer is responsible for setting the initial Severity (1-3)

3 4 Customer may be asked to perform determination activities as suggested by eiStream

3 5 Customer is responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures eiStream may be able to assist in reconstructing data files in the absence of sound backup procedures but results cannot be guaranteed and these activities will be considered a separate billable service

3.6 Customer employees calling the Support Center at the toll free telephone number must be knowledgeable and fully trained on the Products and be the designated Customer contact for the Products ordered by the Customer

Support Services exclude modifications of the Products made by any party other than eiStream, causes incurred due to improper use of the Products, operator error, or any cause induced by Customer's use of any third party software or complex systems integration activities Exclusions, as listed above, will be chargeable at eiStream's then-current hourly rates for hours of service delivered plus travel time to and from the Customer designated location, inclusive of reasonable out-of-pocket travel and living expenses Additional Professional Services including installation and education are available in accordance with eiStream's then-current policy and charges for such services

45A-1

FBCSO Support Services Division

Memo

To: Kathleen Barnes

From: Sgt. L. Riendeau

CC: File

Date: March 14, 2003

Re: MW 520 Replacement order

We have scheduled to replace 10 MW 520 (model 5201) units which are incapable of being upgraded to MS 2000 MS 2000 is the operating system required to run Tiburon's mapping and AVL software. Motorola will discontinue manufacture of the MW 520 as of March16, 2003 and the replacement model is the 800 series.

Should any additional information be required concerning this purchase request please let me know.

Rx 10280

Mobile Workstation MW-800

Item	Qty	Description	Model	Ft Bend Unit	Extended
1	10	MW 800, PENTIUM 4, W/20GB HD	F5206	$ 2,592 00	$ 25,920 00
1a	10	ADD. 4 5FT (1 5M) DISPLAY-CPU CBL, MW800	V591	$ 62 40	$ 624 00
1b	10	ADD. COLOR DISPLAY 12 1" SVGA 300NIT STD TOUCH SCREEN		$ 1,627 20	$ 16,272 00
1c	10	ADD KEYBOARD, USB, BACKLIT, US, MW800	VA00045	$ 235 20	$ 2,352 00
1d	10	ADD BLUETOOTH COMMUNICATION	VA00017	$ -	$ -
1e	10	ADD 1 7GHZ INTEL PROCESSOR	VA00036	$ -	$ -
1f	10	ADD. PRIVATE DATATAC, 2W, 800MHZ	VA00048	$ 571.20	$ 5,712 00
1g	10	ENH: WIN2000 OS MW800, US W/IMAGE CD	VA00039	$ 240 00	$ 2,400.00
1h	10	ADD: 512MB DDRAM, MW800	VA00042	$ 144 00	$ 1,440 00
1i	10	ADD: GPS MODULE AND ANTENNA	V145	$ 432 00	$ 4,320 00
1j	10	EXTENDED WARRANTY 3 YEAR	V899AD	$ 325 00	$ 3,250.00
2	10	HARMONY OPEN AIR PC CARD	DS7431	$ 199 00	$ 1,990 00
2a	10	14" COAX DIPOLE ANTENNA FOR PC CARD 1DB GAIN	DSML2499PC1400	$ 40 00	$ 400 00
3	10	AIRMOBILE CLIENT LICENSE	SCA4300/ZA00107A A	$ 375 00	$ 3,750.00
		Total			**$ 68,430.00**

Sent By: FBC SHERIFF'S FINANCE DIVISION, 281 341 4773;
To: PURCHASING At: 9,2813418642 Mar 10-03 11:42AM, Page 1/1

EPS PRINTED RXPR REQUISITION WORKSHEET

DATE 03/10/03 TIME: 19:52:37

REQUISITION NUMBER: 02700010280 REQ LINES: 1 EST AMT: 68,430.00 REQ TYPE: LAST PRINT: 03/10/03

H E A D E R .

SUGGESTED VENDOR CODE 361115800 F
VENDOR NAME. MOTOROLA, INC
ADDRESS. 1140 CYPRESS STATION #300
HOUSTON TX 77090

CONTACT: RICK RUSSEK
PHONE· 281-537-3603

SHIP TO· 27 SHERIFF DEPARTMENT
1410 RANSOM ROAD
RICHMOND TX 77469

BILL TO 27 SHERIFF DEPARTMENT
1410 RANSOM ROAD
RICHMOND TX 77469

REQ BY: KATHLEEN BARNES RESP PERSON: MILTON WRIGHT WHSE LOC. RX DATE: 03/10/03
REQ PHONE #. 341-4615 DEL DATE: 03/10/03

FUND· 010 AGENCY: 027 ORG/SUB-ORG: 0270 OBJ/SUB-OBJ: 6026 ACTIVITY· 1600 NOTE FLAG

L I N E I T E M S :

1- RX LINE: 001 COMM CODE: 680 BUYER: 01 DEBBIE KAMINSKI STATUS: AFZ
QUANTITY: 10.00 U/M: EA EST ORIG UNIT COST: 6843.000000 EST TOTAL COST: 68430.00
MFG NUMBER: NAME: TEXT FLAG:
DESCRIPTION· MW-800 MOBILE WORKSTATION

Basic ?
Upgrade ? yes, from what was previously used

EPS PRINTED RXPR REQUISITION WORKSHEET

DATE: 03/13/03 TIME 21:43:34

REQUISITION NUMBER: 03600007405 REQ LINES: 1 EST AMT: 46,190.61 REQ TYPE: LAST PRINT: 03/13/03

H E A D E R :

SUGGESTED VENDOR CODE: 760484797
VENDOR NAME: MARK III SYSTEMS, INC
ADDRESS: 6575 WEST LOOP SOUTH, STE 675
BELLAIRE TX 77401

CONTACT: CURTIS WHITE ,CELL713-320-6064
PHONE: 713-664-9850

SHIP TO: 36 MANAGEMENT INFORMATION SYSTEMS
500 LIBERTY, STE 212
RICHMOND TX 77469

BILL TO: 36 MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469

REQ BY: DARLEAN SWALLERS RESP PERSON J. C. WHITTEN WHSE LOC: RX DATE: 03/13/03
REQ PHONE #. 341-4570 DEL DATE: 03/20/03

FUND: 010 AGENCY: 036 ORG/SUB-ORG: 0360/ OBJ/SUB-OBJ: 4010 ACTIVITY: 1000 NOTE FLAG:

L I N E I T E M S :

1- RX LINE. 001 COMM CODE: 207 BUYER: 02 CINDY MORALES STATUS: AFZ
QUANTITY 1.00 U/M. EA EST ORIG UNIT COST: 46190.610000 EST TOTAL COST: 46190.61
MFG NUMBER. NAME: TEXT FLAG. Y
DESCRIPTION: IBM MAINTENANCE FOR ALL IRM HARDWARE, PLUS OS/400 SUPPORT

TEXT: LINE (DOES NOT INCLUDE THE F80)

(03/01/03 - 02/29/04)

**SERVICES PURCHASED FROM IBM BUSINESS PARTNER, BUT HARDWARE AND
SOFTWARE SUPPORT PROVIDED BY IBM

Date: 3/18/03

Fax - Mail - Po to Dept. - Vendor Pick Up

Buyer Name: Angie

Buyer #: 05

Requisition #: RX 0316 - 7405

County Department: MIS

Purchase Order #: _____

Requested Delivery Date: 3/20/03

Vendor #1	Vendor #2	Vendor #3
Name: Mark III	Name: Sirius Computer	Name: IBM Direct
Ph/Fx #: 713 - 6664 - 9850	Ph/Fx #: 210 - 369 - 8000	Ph/Fx #: _____
1. $ 46,190.61	1. $ 46,348.00	1. $ 58,463.64
2. $ _____	2. $ _____	2. $ _____
3 $ _____	3. $ _____	3. $ _____
4. $ _____	4. $ _____	4. $ _____
5. $ _____	5. $ _____	5. $ _____
Total All 46,190.61	Total All 46,348.00	Total All 58,463.64
Date of Delivery: —	Date of Delivery: —	Date of Delivery: —
Notes	Notes	Notes

03-17-03P12 53 RCVD

Fort Bend County
Management Information Systems (M.I.S.)

Connie Heinecke
Technical Services Director

Carol Holub
Applications and Systems Director

TO: Purchasing
FROM: Carol Holub
DATE March 13, 2003
RE IBM Hardware Maintenance

It is time to renew our annual hardware maintenance for the IBM hardware we support. In prior years, we could only purchase the service agreements directly from IBM Now that we are able to obtain IBM's service through some of their business partners, I obtained three different quotes Although we are purchasing the service through a business partner, IBM still provides the support/maintenance. For identical service terms, the quotes lined up as follows:

Mark III	$46,190 61
Sirius Computer Solutions	$46,348 00
IBM Direct	$58,463 64

Therefore, since Mark III has the lowest quote, we have entered a requisition to Mark III They are a QISV vendor

Please let me know if I can provide any further information.

Thank you!

Cc J C Whitten
Connie Heinecke



QUOTATION

Quote # 030303
Date 03 03 03

Account Rep Khan Ozol
(713) 664-9850
(713) 664-9860 - FAX
khan.ozol@marklilsys.com

Customer
Carol Holub
Fort Bend County - MIS
500 Liberty, Suite 212
Richmond TX 77469

Ship To
Carol Holub
Fort Bend County - MIS
500 Liberty, Suite 212
Richmond, TX 77469

Contract Information
Contract Start Date 03/01/2003
Contract Stop Date 02/29/2004
Charge Period Start Date 03/01/2003
Charge Penod Stop Date One year from Contract Start Date (N/A to prepay or associated contract)
Price Reference Date 03/01/2003
Prepay Effective Date. 03/01/2003
Billing Preference Prepay Price Protection for Contract Period Prepay

12 IL-SERVICESUITE

Maintenance

Cust Nbr	Mfr	Description	Type	Mod/ Feat	Serial/PO	Qty	#	IBM Charge*	Fort Bend Prices	Cod e	SRC	Charge From Date	Charge To Date
2296808	IBM	S/390 ONE-WAY PROCESSOR	2003	206	50025	1	B	$16,337 39	$15 493 62	H	I		
				606		1					I		
				1620		32					I		
2385722	IBM	PSERIES 610	7028	6E1	00001360A	1	B	$1,361 06	$1,149 99	W	I	07/01/2003	
3454112	OEM	PRINTRONIX MVP-150C	4399	P18	3013279	1	B	$1 296 54	$1 095 47	H	I		
3454232	IBM	ESTABLISHMENT CONTROLLER	3174	01L	0000K4128	1	B	$512 54	$433 06	H	I		
				1012		1					I		
				1046		1					I		
				3025		1					I		
				3103		3					I		
	IBM	ESTABLISHMENT CONTROLLER	3174	01R	0000C5219	1	B	$243 04	$205 35	H	I		
				3103		4					I		
	IBM	ESTABLISHMENT CONTROLLER	3174	13R	0000N3942	1	B	$393 96	$332 86	H	I		
				1056		1					I		
				3103		4					I		
	IBM	MAGNETIC TAPE SUBSYSTEM	3490	F11	0000F2821	1	B	$2 159 35	$1 824 48	H	I		
	IBM	MAGNETIC TAPE SUBSYSTEM	3490	F11	0000F2822	1	B	$2 159 35	$1 824 48	H	I		
	IBM	MAGNETIC TAPE SUBSYSTEM	3490	F11	0000F2886	1	B	$2 159 35	$1 824 48	H	I		
	IBM	MAGNETIC TAPE SUBSYSTEM	3490	F11	0000F2893	1	B	$2 159 35	$1 824 48	H	I		
	IBM	MAGNETIC TAPE SUBSYSTEM RACK	3490	FC0	0000FC153	1	B	$2 422 11	$2 046 49	H	I		
				3000		1					I		
				3358		1					I		
	IBM	INFOPRINT 32 *(120 VOLT)*	4332	1	114479	1	B	$1,095 44	$925 56	H E	I		09/28/2006
	IBM	2200 LPM LINE PRINTER	6262	22	0000A0251	1	B	$4,889 97	$4,131 63	H	I		
	IBM	LINE MATRIX PRINTER	6400	10	0000E9243	1	B	$1 359 59	$1 148 74	H	I		
	IBM	LINE MATRIX PRINTER	6400	15	0000P0785	1	B	$1 850 87	$1 563 84	H	I		
	IBM	ENTERPRISE SERVER	7026	H80	10695	1	B	$1,966 11	$1 678 10	H	I	06/19/2003	
				5202		1					I	06/19/2003	
	IBM	SSA DISK SUBSYSTEM	7133	20	0000A4004	1	B	$2,102 23	$1,776 22	H	I		
	IBM	*SERIAL DISK* SYSTEM	7133	D40	0000KK039	1	B	$2,102 23	$1 776 22	H	I		
3454316	IBM	AS-400 ADVANCED SYSTEM UNIT	9402	200	000054FFA	1	B	$1 805 17	$1 525 22	H	I		

				2031		1					I		
				7117		1					I		
6053808	IBM	MAGSTAR MAGNETIC TAPE SUBS	3570	C11	57513	1	B	$2,456 41	$2,075 47	H	I		
				5204		1					I		
					Total Charges			$52,852 06	$44 855 75				

Services

Customer Number	Type	Model	Serial	Feature RPQ	Description	Support Service	Service Option	IBM Charge *		Charge From Date	Charge To Date
0						AS400 ALERT		$516 07	$436 04		
0	9402	200	000054FFA	2031		SL OS/400 SUPPORT GROUP	SERVICE AVAILABILITY/ PRIME SHIFT SERVICE GROUP/AS/400 SERVICE GROUP B	$1 300 50	$1 098 82		
							Total Charges	*$1 816 57*	*$1 534 86*		

* Charges shown are for prepay

Total for Charge Period by Customer Number

Customer Number	Location	Maintenance	Warranty Service Upgrade	Software Subscription	Services	IBM Total	Fort Bend Price
0		$0 00	$0 00	$0 00	$1,816 57	$1,816 57	$1 534 86
2296808		$18,337 39	$0 00	$0 00	$0 00	$18 337 39	$15 493 62
2365722		$1 361 06	$0 00	$0 00	$0 00	$1,361 06	$1 149 99
3454112		$1 296 54	$0 00	$0 00	$0 00	$1,296 54	$1 095 47
3454232		$27 595 49	$0 00	$0 00	$0 00	$27,595 49	$23,315 98
3454316		$1 805 17	$0 00	$0 00	$0 00	$1 805 17	$1,525 22
6053808		$2 456 41	$0 00	$0 00	$0 00	$2 456 41	$2,075 47
Total Charges		$52,852 06	$0 00	$0 00	$1 816 57	$54,668 63	$46 190 61

Amount **$54,668.63** Prepay

Type of Repair Service

A) On-Site Repair/Exchange Services Monday through Friday (except holidays) 8am to 5pm next business day
B) On-Site Repair/Exchange Services, 7 days a week, 24 hrs/day
C) On-Site Repair/Exchange Services, 5 days a week 9 hrs/day, 4 hour response objective This type of repair service includes a response time objective and is not a guarantee
D) On Site Repair/Exchange Services, 7 days a week 24 hrs/day, 2 hour response objective This type of repair service includes a response time objective and is not a guarantee
X) EasyServe (remotely delivered service).

* Charges shown are for prepay
** User modified

Code

(H) On an existing ServiceSuite/ServiceElect proposal or contract (L) On an existing legacy prepay (EMO) contract
(E) End of Service If end of service date is after contract charge period stop date, the end of service date is used for planning purposes only
(F) ATM First Line Maintenance (M) MES Upgrade (N) Non-installed (Shipped In-Transit, Idle) (O) One Time Charge (U) Usage (W) Under Warranty
((X) On-Order for planning purposes only)

Source (SRC)

C From Configurators
I From Installed Inventory
M - Manually Entered
O From On-Order

Total quote includes both consulting services and hardware **TOTAL** **$46,190 61**

** Freight and taxes are not included in the above proposal Freight charges are prepaid and add unless otherwise noted If freight bills are required, we will be glad to ship on a carrier of your choice collect.

** If the above equipment is to be exported outside the United States, the above customer is responsible to determine whether an export license is required If so, they must obtain that license from the US Government before shipment

PO#

Payment Ter et Due 30

Date

Signature

Title

COUNTY ATTORNEY
Fort Bend County, Texas

03-19-03A10.36 RCVD

BEN W "Bud" CHILDERS
County Attorney

(281) 341-4555
Fax (281) 341-4557

MEMORANDUM

DATE: March 18, 2003

TO: Angela Rincon,
Buyer, Purchasing Department

CC: Carol Holub,
Applications & Systems Director, MIS

FROM: Mary E. Reveles,
Assistant County Attorney

RE: Mark III Systems – G210AYBT

Please be advised I have reviewed the enclosed agreement submitted to me by Carol Holub in the MIS Department. The agreement is approved as to legal form.

Please process in your usual manner

Please do not hesitate to contact me should the need arise.

/mer

International Business Machines Corporation

March 3, 2003

Fort Bend County - MIS
500 Liberty , Suite 212
Richmond TX 77469
Ms Carol Holub

Subject Proposal for IBM Services

Reference G210AYBT

Dear Customer

Thank you for your interest in IBM Global Services As we discussed, this proposal will allow you to customize your service contract to meet your current and future requirements The attached Statement of Work and Schedule contain the services we discussed and will allow you to add additional services as your requirements change.

This Statement of Work will become a contract once it is signed by both parties These prices, terms and conditions, and statements of work are valid for 90 days from the date of this proposal After this date, prices are subject to change and another quote may be necessary This will allow enough time for your decision making process

We look forward to delivering these services so that you can begin to realize the benefits as soon as possible Thank you for the opportunity to provide these services which are critical to the success of your business.

Sincerely,

IBM

IBM. Statement of Work for Services Acquired from an IBM Business Partner

ServiceSuite

1 Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines") We will identify the Eligible Machines, and the Services that apply to them, in a Schedule to this Statement of Work. The Schedule will also identify the Specified Locations at which the Services will be provided A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building

These Services are available for Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes

2. Contract Period

Start Date 03/01/2003 End Date 02/29/2004

Eligible Machines, Specified Locations, or new Services added to this Statement of Work following its Start Date will assume the remaining portion of the existing contract period

Renewal Contract Period (years). 0

We will renew the Services that apply for each Specified Location on the Contract Period End Date for the number of years (called the "Renewal Contract Period") specified above Thereafter, we will automatically renew for the same length periods unless you notify us and your IBM Business Partner in advance of your desire to change the length of the renewal Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their decision not to renew.

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM agreement for Services Acquired from an IBM Business Partner (or any equivalent agreement in effect between us) identified below

Agreed to. (Customer Name) **Fort Bend County - MIS**	Agreed to **International Business Machines Corporation**
By _____	By _____
Authorized signature	*Authorized signature*
Name (type or print)	Name (type or print)
Date	Date
Customer Company address 500 Liberty , Suite 212 Richmond TX 77469 Ms Carol Holub	Statement of Work number Agreement number IBM ServicesAssistant number G210AYBT
Telephone number	*Customer number*
Billing address 500 Liberty, Suite 212 Richmond TX 77469 Ms Carol Holub	IBM address 4111 Northside Parkway Atlanta GA

After signing, please return a copy of this Statement of Work to the "IBM address" shown above

3. Your Responsibilities

You agree

1 to provide your IBM Business Partner with an inventory in which you identify all Eligible Machines to be covered at each Specified Location. All Eligible Machines of the same type at a Specified Location must be included in the coverage You also agree to identify all Eligible Machines for which we are to provide warranty service;
2 to notify your IBM Business Partner whenever you wish to add Eligible Machine types to an existing Specified Location or set up new Specified Locations,
3 to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e g keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
4 to ensure that any access codes we provide to you are used only by those who are authorized to do so,
5 to provide your IBM Business Partner with information we request which is related to our provision of these Services to you and notify your IBM Business Partner of any changes,
6 to allow IBM and entities within its Enterprise to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM and entities within its Enterprise for uses consistent with their collective business activities, including communication with you (for example, for processing orders, for promotions, and for market research),
7. to use any electronic diagnostic and service delivery facilities we provide to you only in support of Eligible Machines identified in the Schedule to this Statement of Work;
8 that electronic access to our support centers and certain databases may require a separate network services agreement,*
9 to pay any communications charges associated with accessing these Services unless we specify otherwise,
10 to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise, and
11 that your acceptance of any software Services does not alter your responsibilities for Distributed System License Option licenses

Whenever both of us agree to store repair parts at your Specified Location, you also agree

1 to provide secure storage space for all parts stored at your Specified Location,
to provide IBM service technicians easy access to the secure storage space so that they may promptly store, inspect, and remove the parts whenever they deem necessary, and
2 that while in storage,
   a you are responsible for all loss or damage to the parts,
   b you will be separately charged for any parts that we find to be missing, used, or damaged, and
   c parts remain the property of IBM and will be subject to IBM parts control procedures and must be made available for return to IBM upon our request

4. Mutual Responsibilities

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory

5. Services Program License

The following terms apply to each Program we provide with a Service that is not otherwise accompanied by a license agreement

We grant you a nonexclusive license to use the Program on the Eligible Machine we designate to assist us in problem determination or other system support in conjunction with these Services

If we do not supply a backup copy, you may make one copy of the Program for backup purposes provided you reproduce the copyright notice and any other legend of ownership on the copy The backup copy is subject to the same terms as the original You may not 1) modify the Program's machine readable instructions or data or merge them into another Program, 2) reverse assemble, reverse compile, or otherwise translate the Program, 3) sublicense, assign, or transfer the license for the Program, or 4) distribute the Program to any third party We provide the Program **WITHOUT WARRANTIES OF ANY KIND**.

Your license terminates when 1) the Service terminates, is withdrawn or expires and is not renewed, 2) the Program is no longer needed to perform the Service, or 3) the Eligible Machine which we designated for the Program is removed from productive use within your Enterprise

We may terminate your license if you fail to comply with these terms

Upon termination, you agree to destroy the Program and any backup copy you were given or made

6. Automatic Inventory Increases

We will automatically increase the inventory count at a Specified Location whenever

1 an Eligible IBM Machine is added to the inventory If the Machine is under warranty when added, maintenance Services will commence at warranty exit If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period IBM Machines specifically excluded from coverage at contract period start will remain outside the scope of this Statement of Work unless you request we add them during the contract period However, all Eligible IBM Machines added to your inventory during the contract period will be included in the inventory count and receive maintenance Services as set out in this Section, or

2 an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory If the Machine is under warranty when added, maintenance Services will commence at warranty exit If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

7 Charges and Payment

Your IBM Business Partner sets the charges and terms governing charges Your IBM Business Partner may impose an additional charge for some actions, e.g , termination, or for our provision of some additional services, e.g., Service upgrades, additional Systems Administrators, additional reports, or support for other Products These actions or additional services are identified in this Statement of Work with an asterisk ("*") Where you see an asterisk, check with your IBM Business

Partner to determine if you will incur an additional charge You will make payment directly to your IBM Business Partner

8. Termination

You may terminate Services for an Eligible Machine, on notice to us and to your IBM Business Partner,* if you permanently remove it from productive use within your Enterprise You may also terminate Services by providing us (copy to your IBM Business Partner) one month's written notice, after the Services have been covered under this Statement of Work for at least one year. You will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with the provisions of this Statement of Work.

9. Satisfaction Guarantee

If, for any reason, you are not completely satisfied with a Service we provide to you under this Statement of Work, notify us in writing within one month of the time you first become dissatisfied We will try to resolve the problem to your satisfaction If we are unable to do so, you will receive a credit equal to the prorated charge for the Service for the period of time you were dissatisfied.

10. ServiceSuite Advanced Service Package

**** MAINTENANCE SERVICES**

Maintenance of IBM Machines

We will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

Maintenance of Non-IBM Machines

We will provide Service for Machines, as described in our Agreement, for those Eligible non-IBM Machines specified in the Schedule Unless specified otherwise in the Schedule, Service is provided only for the manufacturer's base configuration for each covered Machine model. You are responsible for following the manufacturer's and IBM's provided guidelines pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request

Repair of non-IBM Machines is subject to the availability of repair parts and any technical support required of the original manufacturer Repair parts will be functionally equivalent to those replaced They may be new or used and may have been manufactured by other than the original manufacturer. You may request that we use repair parts manufactured by the original manufacturer when these are available *

Our support does not cover

1 machine installation, engineering change activity, or preventive maintenance,
2. correction of date related errors IBM will make the final determination of whether a date related error is the source of the problem;
3 service of microcode or firmware,
4 service of features, parts, or devices not supplied by either 1) the Machine's original manufacturer or 2) us during the performance of this Service,
5 service for accessories, supply items, and certain parts, such as batteries, frames, and covers,
6 service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you,
7 service of a Machine with removed or altered Machine or parts identification labels,
8 failures caused by a product for which we are not responsible; or
9 service of Machine alterations.

Upon written notice, we may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or lack of original manufacturer technical support

Eligible non-IBM Machines must meet our safety and serviceability requirements We reserve the right to inspect a Machine within one month from the start of Service If the Machine is not in an acceptable condition for Service, we will notify you and terminate coverage

****SUPPORT SERVICES**

IBMLink

The following terms apply whenever a Service under this Statement of Work includes IBMLink electronic access to our databases containing IBM Product support information

We will

1 provide instructions for accessing the databases, and
2 *provide user IDs to your designated IBMLink Customer Service Administrator*

You agree to·

1 designate and authorize your users of the IBMLink databases You may designate only yourself and your employees as users,
2 assign a user to be the IBMLink Customer Service Administrator (called "CSA") The CSA is responsible for -
   a. following the CSA procedures we provide,
   b registering your users for access to Product databases, and
   c acting as the primary interface between your users and us,
3 ensure your users use the information obtained from IBMLink only for the support of your information processing requirements You may not use information obtained from IBMLink for any product development purpose or in any sales or marketing activity or to provide support to any *third parties,*
4 provide the equipment (*such as workstations, modems, and communication features*) necessary to use IBMLink;
5. obtain programs necessary to establish dial access to IBMLink or Internet access to IBMLink;
6 be responsible for any unauthorized use of your user IDs, and
7. pay the charges of any third party telecommunications service provider you use to access IBMLink.

Support Line

We will provide you remote assistance with the operation of supported products and system environments In addition, you may order certain optional features which are enhancements to this Service These terms also apply for each of these optional features unless we specify otherwise

Definitions

Customer Critical Problem *means a problem for which you have no known work around resulting in a critical disruption in your business operations.*

Full Shift means 24 hours a day, seven days a week, including national holidays

Off Shift means all hours outside of Prime Shift.

Prime Shift means 8 a.m. to 5 p.m. in the local time zone where you receive the Service, Monday through Friday (excluding national holidays)

Supported Products means those products and system environments identified in the Supported Products List located at IBM's Internet address http://www.ibm.com/services/sl/products , or as otherwise provided by IBM. The Supported Products List will identify the products and system environments within specified support groups that are eligible for this Service The Supported Products List will change periodically to reflect Supported Product additions (for example, adding new products) or deletions (for example, deleting products at their end of currency date)

Our Responsibilities
We will provide you remote assistance (via telephone from our support center or via an electronic search and questioning capability) in response to your requests pertaining to the following

For all Supported Products in your covered support groups -

1 basic, short duration installation, usage, and configuration questions, and
2 questions regarding IBM Supported Product publications

For all IBM software Supported Products in your covered support groups -

1 code-related problem questions; #
2. diagnostic information review to assist in isolation of a problem cause (for example, assistance interpreting traces and dumps for installation and code related problems), # and
3 for known defects, available corrective service information and program fixes which you are entitled to receive under the terms of the IBM license #

Note. For IBM S/390 and zSeries Supported Products, this defect assistance from our support center is not charged for under this Service and therefore not covered under the terms of this Attachment

When you report a problem with covered non-IBM software Supported Products, we will assist you to isolate the problem cause and provide you recovery information, if available, from the vendor We will provide corrective service information and program fixes, if available and we are authorized to provide to you, for known defects If a new (unknown) defect is identified, we will report it to the appropriate vendor and notify you of our actions At this point we will consider our support requirement fulfilled Resolution of these problems is the responsibility of the vendor

Response Criteria
We will use commercially reasonable efforts to respond, by telephone, to Support Line Service calls from you within two hours during Prime Shift Our initial response may result in resolution of your *request or it will form the basis for determining what additional actions may be required to achieve* technical resolution of your request If you select Full Shift coverage, during Off Shift we will use commercially reasonable efforts to respond to Support Line Service calls which you specify to be *Customer Critical Problems within two hours and all other Support Line Service calls within four* hours

If you select Prime Shift coverage, all Support Lines Service calls from your personnel during Prime Shift are included in your coverage. If you select Full Shift coverage, all Support Line Service calls from your personnel during Prime Shift and Off Shift are included in our coverage

Electronic Support
You will also be able to electronically submit Support Line Service requests for Supported Products, provided you meet the prerequisites we specify for electronic access We will use commercially reasonable efforts to respond to each electronic Service request from you within two hours of receipt during Prime Shift For electronic Service requests received during Off Shift, we will use commercially

reasonable efforts to respond within two hours of the start of Prime Shift on the next business day IBM is not responsible for delays in response delivery caused by systems and network problems.

Your Responsibilities
You agree to

1. ensure you are properly licensed to all software Supported Products for which you request assistance,
2 retrieve and review a current Supported Products List on a regular basis to verify whether there have been any additions or deletions within your covered support groups,
3. ensure that any access codes we provide to you are used only by your authorized personnel,
4 designate a technically qualified representative (called "Primary Technical Contact") who will be your focal point to whom we may direct general technical information pertaining to your Supported Products Your Primary Technical Contact and each caller must have sufficient technical knowledge of your Supported Products environment to enable effective communication with our support center,
5. provide us with all relevant and available diagnostic information (including product or system information) pertaining to software problems you request assistance with,
6 provide us with appropriate remote access to your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission, and
7 provide us with written notice of changes to your machine inventory within one month after the change occurs Such changes may cause a revision to your charges for this Service *

Termination
You may terminate Support Line Service for any support group or any optional feature on one month's written notice to us and your IBM Business Partner after it has been covered under this Statement of Work for at least one year However, you may not terminate Support Line if you have elected to continue feature support.

We may withdraw Service for a support group on the Supported Products List on three months' written notice to you and your IBM Business Partner Other changes to the Supported Products List (for example, addition of new products or deletion of products at their end of currency date) will be posted to the Supported Products List at http //www ibm.com/services/sl/products as they occur

If we withdraw or either of us terminate a Support Line Service or optional feature as provided in this Statement of Work, and it is a Service or feature for which you have prepaid and we have not yet fully provided to you, you may request a prorated credit from your IBM Business Partner This will apply if IBM withdraws support for an entire support group but not if we simply withdraw support for individual products

AS/400 Software Services

Alert provides automatic weekly notification of the following for selected IBM Products 1) High Impact and Pervasive Authorized Program Analysis Reports (called "HIPER APARS") and 2) any Program Temporary Fixes we discover to be defective (called "PE PTFs"). We provide notification via your choice of available delivery methods

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in your end users Statement of Work These terms are in addition to those of the referenced Statement of Work and IBM Agreement for Services acquired from an IBM Business Partner (or any equivalent agreement signed by both of us and identified below)

Customer Name and Billing Address:

Fort Bend County - MIS
500 Liberty, Suite 212
Richmond TX 77469
Ms Carol Holub

Agreement No:
Statement of Work No:
IBM ServicesAssistant No: G210AYBT
Associated Contract No:
Associated Contract Start Date:
Customer No.
Revised Schedule (Yes/No). No
Schedule Effective Date: 03/01/2003

Business Partner Name and Address:
Mark III Systems
6575 West Loop South
Suite 675
Bellaire TX 77401

ASPID No: 4369724

Charge Period:
Start Date 03/01/2003
End Date 02/29/2004

The parties need not sign this Schedule, unless either of us requests it.

Agreed to:
Fort Bend County - MIS

By _____
Authorized signature

Name (type or print).

Date:

Agreed to.
International Business Machines Corporation

By _____
Authorized signature

Name (type or print):

Date

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

Eligible Machine						Maintenance Service				
Manufacturer	Type	Model	Machine Order/ Serial	Related Order/ Serial	Qty	Type of Repair #	##		Charges Start**	Charges Stop**
Customer No / Location: 02296808										
IBM	2003	206	000050025		1	B	1	H		
Customer No / Location 02385722										
IBM	7028	6E1	00001360A		1	B	1	W	07/01/2003	
Customer No / Location: 03454112										
OEM	4399	P18	003013279		1	B	2	H		
Customer No / Location: 03454232										
IBM	3174	01L	0000K4126		1	B	1	H		
IBM	3174	01R	0000C5219		1	B	1	H		
IBM	3174	13R	0000N3942		1	B	1	H		
IBM	3490	F11	0000F2821		1	B	1	H		
IBM	3490	F11	0000F2822		1	B	1	H		
IBM	3490	F11	0000F2886		1	B	1	H		
IBM	3490	F11	0000F2893		1	B	1	H		
IBM	3490	FC0	0000FC153		1	B	1	H		
IBM	4332	001	000114479		1	B	1	E H		09/28/2006
IBM	6262	022	0000A0251		1	B	1	H		
IBM	6400	010	0000E9243		1	B	1	H		
IBM	6400	015	0000P0785		1	B	1	H		
IBM	7026	H80	000010695		1	B	1	H	06/19/2003	
IBM	7133	020	0000A4004		1	B	1	H		
IBM	7133	D40	0000KK039		1	B	1	H		
Customer No / Location: 03454316										
IBM	9402	200	000054FFA		1	B	1	H		
Customer No / Location: 06053808										
IBM	3570	C11	000057513		1	B	1	H		

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

Eligible Machine Description

Customer Technical Contact Name (if applicable)
Angie Foster

Type	Mod	Proc Feature	Serial	Support Service	Service Option/ Product Group	Qty	Charges Start**	Charges Stop**
Customer No / Location. 00000000								
				AS400 ALERT	ALERT	1		
9402	200	2031	000054FFA	SL OS/400 SUPPORT GROUP	**Cust# 00000000** PRIME SHIFT AS GROUP B OS/400	1		

AS PER ORIGINAL

Legends:

Type of Repair Service

A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
C) On-Site Repair/Exchange Services, 5 days a week, 9hrs/day, 4 hour response objective This type of repair service includes a response time objective and is not a guarantee
D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective This type of repair service includes a response time objective and is not a guarantee
X) EasyServ (remotely delivered services)

Maintenance Services

1) Maintenance of IBM Machines
2) Maintenance of non-IBM Machines
3) Warranty Services Upgrade

* Charges shown are for Charge Period
-An (E) indicates a Machine that has been announced as withdrawn from generally Maintenance Service
-An (H) indicates a Machine that is under an existing ServiceSuite/ServiceElect CHIS contract
-An (L) indicates a Machine that is under an existing legacy prepay contract
-An (O) indicates One Time Charge
-A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
-A (W) indicates a Machine/Model/Feature under Warranty
-An (X) indicates On-order Products which are shown for planning purposes only

** Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

450-3

XIOtech®

6455 Flying Cloud Drive
Eden Prairie MN 55344-3305

TO Fort Bend County
ATTN
TEL
FAX
EMAIL

Quotation
1 17TB of additional RAW capacity, and an Expansion Cabinet

Quote Date 3/10/2003
Quote No. Loc-3102003-911

This Quotation contains XIOtech's Terms and Conditions of Sale. If you did not receive XIOtech's Terms and Conditions of Sale, please contact XIOtech immediately.

Qty	Item	Part Number	Description	Price	Unit Pricing	Extension
System						
1	MAGNITUDE Expansion Cabinet 110V	800085-000	MAGNITUDE expansion cabinet, 32 drive bays, integrated BBS, N+1 hot-replaceable power supplies, fans, and blowers	$ 25,000	$ 15,000	$ 15,000
1	PROMOTION - SANbuilder Upgrade Premium Promotion	800317-000	PROMOTION - SANbuilder Upgrade Premium Promotion includes: One REDI SANbuilder Software Suite upgrade to 15 server, one SANbuilder upgrade to 8 Port activation (includes 2 FC HABs), and seven(7) 146Gb 10000RPM drives with capacity license	$ 82,500	$ 49,500	$ 49,500
Connectivity						
13	Cable - 5m LC Duplex/LC Duplex Fiber Optic Patch Cord	840058-000	Cable - 5m LC Duplex/LC Duplex Fiber Optic Patch Cord	$ 205	$ 130	$ 1,690
Storage						
1	146 GB 10,000RPM Drive with Capacity License	800266-000	MAGNITUDE Hard Drive with super-cooled, ESD-protected, hot-swappable, drive shuttle Includes Capacity License for 146GB of virtualized raw storage.	$ 7,973	$ 4,784	$ 4,784
Professional Services						
1	Field Installation - Expansion Cabinet	000123-000	On-site installation and configuration of an Expansion cabinet to a MAGNITUDE	$ 3,495	$ 3,495	$ 3,495
1	Standard Shipping	020004-000	Guaranteed, insured, standard shipping	$ 1,000	$ 1,000	$ 1,000
Service Agreement						
1	7x24, 4-hour on-site - 2 Year Agreement (XIOtech-branded non-CRUs)	020005-222	7x24, 4-hour on-site - 2 Year Agreement (XIOtech-branded non-CRUs)		$ -	$ -
1	Xpert Care Plus - 1 Year Agreement (includes software maintenance and 7 x 24, 4-hour non-CRU support)	020060-111	Xpert Care Plus - 1 Year Agreement (Includes software maintenance and 7 x 24, 4-hour non-CRU support)	$ 333	$ 267	$ 267
Total Investment						$ 75,736

Document Control # 6880 - 267 version 3.26

45D-3/4

Fort Bend County
Management Information Systems (M.I.S.)

Connie Heinecke
Technical Services Director

Carol Holub
Applications and Systems Director

TO: The Honorable Commissioners Court,
Fort Bend County

FROM: Connie Heinecke, MIS C.H.

DATE: March 20, 2003

SUBJECT: March 25th Agenda items 41 D3 and D4

Item 41 D3

On August 6th, 2002 Commissioners Court approved the purchase of the Xiotech San (Storage Access Network) Solution to accommodate the growth storage requirements for files, images, etc. as related to the business needs of the county.

One of the first projects for the SAN was to migrate existing applications and servers over to the SAN that would result in an operational, financial, and administrative cost savings to the county. One such savings has been the purchase of thin severs vs thick servers Also we are in the process of working with Hart Intercivic on continuing to move the county clerk images into the SAN Solution I am pleased to report to the court that both projects have been very successful thus far

In the 2003 budget, MIS budgeted to expand upon the Xiotech San with the addition of an expansion cabinet and additional drives The cost for this expenditure is $75,740 00. The addition of this expansion will give approximately 1.17tb of raw capacity. Also, Dianne Wilson has generously agreed to fund the cost for an additional (8) 146mb drives for the total cost of $38,272.00 in effort to plan for future growth of images This will be presented to the Commissioners Court on the next agenda

Item 41 D4

Item 41 D4 is the continuation of a project that was approved by Commissioners Court on September 24th, 2002 to provide Cisco switches to all county locations in effort to accommodate growth of the county network infrastructure With switches in place we can improve performance to the desktop to better serve the business needs of the user community. The cost for this expenditure is $68,760 00

Mailing 301 Jackson St • Shipping 500 Liberty St , Room 212 • Richmond, TX 77469 • (281) 341-4570 • Fax (281) 341-4526

If you have any questions concerning these items, please do not hesitate to contact me

Therefore, I respectively request the approval from Commissioners Court for both agenda items 41 D3 and 41 D4

As always, thanks for your continuing support

Cc J.C Whitten, Administrative Services
Carol Holub, MIS
Gilbert Jalomo, Purchasing
Dianne Wilson, County Clerk

45E

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D Jalomo, Jr , CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

TO: Each Member
Commissioners Court

FROM: Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

DATE: March 20, 2003

PROJECT: Design/Build Vehicle Evidence Facility for Sheriff's Office - RFQ #03-032.

Attached please find the graded evaluation tabulation for the above project. The evaluation committee composed of Sheriff Milton Wright, Lt. Jim Pokluda, Bill Roberts and Gilbert Jalomo met on two separate occasions to review seven (7) responses received as a result of our solicitation for statements of qualification to design/build a vehicle evidence facility for the Sheriff's Office.

The first meeting was designed to establish a shortlist of at least three firms. The committee unanimously selected Bass Construction of Rosenberg, Texas; Drymalla Construction of Columbus, Texas and Stonehenge Development of Houston, Texas

Our second gathering was designed to interview each short-listed firm starting with Bass Construction who demonstrated their ability and qualifications to accomplish the project. Don Hartfiel AIA is the architect proposed by Bass Construction to complete their team. Secondly, a well prepared Stonehenge Development presented their approach to the project by utilizing their "Developer" credentials and bringing Rosenberger Construction to the table to act as General Contractor. Stonehenge proposed using in-house architects to design the facility. The final firm, Drymalla Construction, presented their approach to the project by demonstrating their ability to perform both General Contractor and Architectural services in house.

At the conclusion of the interview process each member of the evaluation committee cast their vote for the firm they felt was best qualified to perform the project, a majority of the committee selected Stonehenge Development of Houston, Texas. Therefore, the evaluation committee recommends Stonehenge Development as the Design/Build contractor for this project.

Should the Court accept the recommendation of the evaluation committee and authorize contract negotiations with Stonehenge Development I request the following individuals be selected to serve on the negotiation team:

A member of Commissioners Court
Sheriff Milton Wright
Bill Roberts, Project Manager
Gilbert Jalomo, Purchasing Agent
Bud Childers, County Attorney or his designated representative

FORT BEND COUNTY
Request for Statements of Qualification
Design/Build
Vehicle Evidence Facility – RFQ #03-032

Firm	Firm Qualification 20%	Organization & Project Methodology 20%	Experience Design/ Build 30%	Experience Public Facilities 15%	Experience Fort Bend County 10%	RFQ Document 5%	Total
3D International 1900 West Loop South Suite 400 Houston, Texas 77027-3292 713.871 7440 – phone 713-871-8181 – fax Warner Strang Senior VP	15 10	15 10	25 15	15 5	0 2	5 5	**75** **47** **Average 61**
Stonehenge Development LLC 9025 Ruland, Suite B Houston, Texas 77055 713-355-8855 – phone 713-355-8866 – fax Kevin Matocha, President	15 20 15 15	15 15 15 15	20 20 10 20	5 15 5 10	5 10 5 5	5 5 5 5	**65** **85** **55** **70** **Average 68.75**
Bass Construction Co., Inc. 1124 Damon St. Rosenberg, Texas 77471 281.342.2022 – phone 281 341-5071 – fax Bob W. Bass	15 10 20 15	15 10 15 15	25 10 20 20	15 10 12 10	10 10 10 10	5 5 2 3	**85** **55** **79** **73** **Average 73**
Demar Ltd 6200 Savoy Drive Suite 800 Houston, TX 77036 713-963-0930 –phone 713-963-0941 –fax Richard Ryan, Project Manager	15 15	15 10	25 20	10 0	0 0	5 5	**70** **50** **Average 60**
Drymalla Construction Co. P.O. Box 698 Columbus, Texas 78934 281.342.8355 – phone 979 732 3663 – fax Russell R. Klaus	15 10 20 15	15 10 15 15	25 30 25 20	15 15 15 10	5 5 2 2	5 5 5 3	**80** **70** **82** **65** **Average 74.25**

FORT BEND COUNTY
Request for Statements of Qualification
Design/Build
Vehicle Evidence Facility – RFQ #03-032

Firm	Firm Qualification 20%	Organization & Project Methodology 20%	Experience Design/ Build 30%	Experience Public Facilities 15%	Experience Fort Bend County 10%	RFQ Document 5%	Total
Evans Construction P.O. Box 1857 Sugar Land, TX 77478 281-242-1810 –phone 281-242-3538 –fax Ross Evans, Owner	15 10	15 5	15 5	10 5	10 5	5 2	**70** **32** **Average 51**
Construction Masters of Houston P.O. Box 1587 Pearland, TX 77588 281-997-2640 –phone 281-485-4702 –fax David Oliver, Estimator	15 2	10 5	15 0	10 10	0 0	3 1	**53** **18** **Average 35.50**

Commissioners Court Authorization:	October 29, 2002
Publicly Advertised:	January 15, 2003 and January 22, 2003 in Sun Newspaper
Qualification Statements Received & Opened:	January 30, 2003
Evaluation Meeting:	March 11, 2003 at 10:00 AM in the Sheriff's Office
Shortlist	Bass Construction, Drymalla Construction and Stonehenge Development
Interview Shortlist	March 12, 2003 at 1:00 PM in the Sheriff's Office
Evaluation Team:	Milton Wright, Jim Pokluda, Bill Roberts, Gilbert Jalomo
Vendor Selection.	Stonehenge Development recommended by three members of the evaluation team; Gilbert Jalomo Purchasing Agent selected Bass Construction

Qualified Primary and Secondary Brokers, Pools, Money Market Mutual Funds and Commercial Paper Issuers

Fort Bend County
1/1/03-12/31/03

Primary and Secondary Dealers

Seattle Northwest
SmithBarney
First Tennessee
Raymond James
Banc One Capital Markets
NBC Capital Markets
Walton Johnson & Co.
Vining Sparks
First Southwest
Morgan Keegan
Coastal Securities
Amherst Securities
Zions Bank
Duncan Williams, Inc
Southwest Bank of Texas
Morgan Stanley

State Pools

Logic
MBIA

Banks

Southern National Bank of Texas

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

46

RETURN TO AGENDA COORDINATOR – COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/18/2003 **DEPT. SUBMITTED BY: Risk Management Department**

COMMISSIONERS COURT AGENDA FOR: 3/25/2003 **DEPT. PHONE NO.: 281 341 8630**

SUMMARY OF ITEM: CONSENT AGENDA ITEM:

Consider and approve privacy officers for Clinical Health Services, Indigent Health Care, Emergency Medical Services, and County Judge's Office for the implementation of the HIPAA Privacy Act.

RENEWAL CONTRACT / AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: See Attached Information

(Back-up documentation must be attached for consideration)

FORT BEND COUNTY
M/ / 03

FINANCIAL SUMMARY:

COUNTY

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS;
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund ____ Agcy. ____ Object ____	N/A ( )	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

RISK MANAGEMENT DEPARTMENT

Fort Bend County, Texas
Martha Rider, Director

TO Commissioners Court

FROM Martha Rider, Director of Risk Management

DATE March 17, 2003

SUBJECT. HIPAA POLICY, PROCEDURES AND PRIVACY OFFICERS

The following departments have recommended the persons listed below to be their Privacy Officer for the HIPAA Privacy Act.

Clinical Health Services - Nancy Drake
Indigent Care - Karl Lavine
Emergency Medical Services – Dan Kosler
County Judge - Ann Werlein

Each department has elected to write their own Policy and Procedure Plan. They will each present their plan to Commissioners Court for approval.

c Nancy Drake
Karl Lavine
Dan Kosler
Ann Werlein

301 Jackson, Richmond, Texas 77469 • (281) 341-8630 • Fax (281) 341-3751

FORM 301

47A

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2003

On this the 25th day of **MARCH**, 2003, 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 24, 2002, the Court heard and approved the budget for the year 2003 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 **TAX OFFICE** Department # **003**

TRANSFER TO

LINE-ITEM NAME	NUMBER	AMOUNT
OVERTIME	010-003-0030-0202	$ ~~16.50~~ 17.00
	TOTAL TRANSFERRED TO $	**$ ~~16.50~~** 17.00

TRANSFER FROM:

~~SALARIES~~ Courthouse Security	~~010-003-0030-0200~~ 045-4040	$ ~~16.50~~ 17.00
	TOTAL TRANSFERRED FROM $	**$ ~~16.50~~** 17.00

EXPLANATION TAX SEASON REQUIRED ONE PART TIME EMPLOYEE TO WORK A LITTLE OVER THE REGULAR TIME

Department Head [signature] Date 7-Mar-03

THE COUNTY OF FORT BEND **USE WHOLE DOLLARS ONLY**

BY [signature]
Robert E Hebert, County Judge

Original to Budget Officer cc Commissioners Court

MAR 7 2003

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

DATE SUBMITTED: 3/17/2003	SUBMITTED BY:	AGENDA
	DEPARTMENT: Tax Assessor/Collector	# 47B
COURT AGENDA DATE: 3/25/2003	PHONE NO.: 281-341-3735	

SUMMARY OF ITEM. Take all appropriate action to approve property tax exemptions for the 2003 tax year.
1. Homestead Exemption: $5,000 or 20 Percent (whichever is greater)
2. Over Age 65 Exemption: $100,000
3. Disabled Person Exemption. $100,000

Taxpayer can request either Over Age 65 Exemption or Disabled Person Exemption, but not both.

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

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. 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.

Received Copy.

FORT BEND CENTRAL APPRAISAL DISTRICT
2801 B.F. TERRY BLVD.
ROSENBERG, TEXAS 77471-5600
PHONE (281) 344-8623 FAX (281) 344-8632

2003 Exemptions

Tax Jurisdiction: Fort Bend County General Fund

HS Exemption Amount. $5,000 or 20 Percent (whichever is greater)

OA Exemption Amount: $100,000

DP Exemption Amount: $100,000

I certify that the above reflects the 2003 year exemptions that will be granted by the named jurisdiction.

Signature

Robert E. Hebert, County Judge

March 25, 2003
Date

MARSHA P. GAINES
Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail. gainemar@co fort-bend tx us

MAR 1 1 2003
COUNTY JUDGE

March 10, 2003

Fort Bend County General Fund
Fort Bend Drainage
Honorable Robert Hebert
Fort Bend County Judge
VIA Inter Office mail

RE: 2003 Local Option Exemptions

Dear Honorable Judge Robert Hebert:

Fort Bend Central Appraisal District is preparing for the 2003 Tax Year. Attached is a 2003 Exemption Reporting form. CAD needs this information before they issue 2003 Appraisal Notices and are requesting that we provide the information no later than **April 11, 2003**. Please ask your Board, Council or Court to review and vote on these local option exemptions at their next meeting. Once this is accomplished, please fill in the CAD form and return to my attention as I need a copy for my records. I will forward the form to CAD. I will also need a copy of the minutes of the meeting adopting or denying the exemptions when they have been prepared. Below I have listed the exemptions **currently offered** taxpayers in your district.

Homestead Exemption: 20% or 5,000 (which ever is greater)

Taxpayer can have either Over Age or Disabled but not both.

Over Age Exemption: 100,000

Disabled Person Exemption: 100,000

If you have any questions, please contact me at 281-341-3735.

Sincerely,

Patsy Schultz

Patsy Schultz
Director of Assessing and Collecting Property Tax
Fort Bend County

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

Cc: Commissioner James Patterson
Commissioner Andy Meyers
Commissioner Grady Prestage
Commissioner Tom Stavinoha

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

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

DATE SUBMITTED: March 18, 2003 | SUBMITTED BY: Marsha P. Gaines | AGENDA #
DEPARTMENT: Tax Assessor/Collector
COURT AGENDA DATE: March 25, 2003 | PHONE NO.: 281-341-3730 | 47C

SUMMARY OF ITEM: Discuss and consider one year extension of the abatement agreement between Fort Bend County and Kent/Avnet, Precinct 1, and take all necessary action.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Letter requesting extension

FORT BEND COUNTY
MAR 1 [illegible]

COUNTY JUDGE

FINANCIAL SUMMARY:

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

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

CC with back up:

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

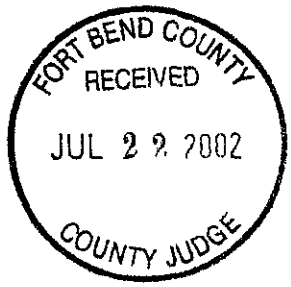
Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:
Recommend to take necessary action to amend or deny abatement agreement for one year extension.

AVNET

July 16, 2002



The Honorable James C Adolphus
Judge of Fort Bend County
301 Jackson, Suite 621
Richmond, TX 77469-3108

Subject Kent/Avnet Tax Abatement Agreements

Dear Judge Adolphus

Kent Electronics, acquired by Avnet, Inc on June 8, 2001, had tax abatement agreements on property located in the City of Sugar Land, Fort Bend County and Fort Bend MUD #21, Texas The agreements provided for recapture of property taxes for any default on the part of the property owners The property at issue here is the partially constructed headquarters building at 1410 Gillingham which is for sale in its present condition

The decision to take the action above was made by Avnet's management prior to any knowledge of the current agreements between Kent and the various taxing authorities Avnet had two major facilities in Texas, one in Grapevine and the other in San Antonio (from a previous acquisition) which had already been factored into Avnet's business plans. It is unfortunate that we must now view this matter in terms of the current owner's default rather than a termination resulting from some unforeseen circumstances that was not considered in the original agreement.

We request that the county amend the agreement related to the headquarters building located at 1410 Gillingham to move the date stipulated therein forward one year This will allow the company additional time to find a buyer of the property who would accept assignment of the *abatement agreement*

Your consideration of this matter is greatly appreciated If you have any questions or need any additional information, please contact me at (480) 643-7351

Sincerely,

Jill Wyolmierski

Jill Wyolmierski
Director of Tax, Americas

JW·ls

CC. R Gracz

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

DATE SUBMITTED: March 18, 2003	SUBMITTED BY: Marsha P. Gaines	AGENDA #
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: March 25, 2003	PHONE NO.: 281-341-3730	47D

SUMMARY OF ITEM. Take all appropriate action on the amendment of the tax abatement agreement between Fort Bend County and Rtron Limited and take all necessary action

FORT BEND COUNTY
MAR 18 2003
COUNTY JUDGE

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Amendment to Tax Abatement
Exhibit A – Tax Abatement Agreement
Exhibit B – Request for Amendment to Tax Abatement Agreement

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:
Amend of the Tax Abatement.

3-31-03 Original Amendments sent to Patsy S. @ the Tax Office.

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AMENDMENT TO TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND RTRON LIMITED

This 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 **RTRON LIMITED**, a Texas limited partnership, each being parties to that certain Tax Abatement Agreement entered into by the parties on or about September 12, 2000; and **NL VENTURES CASH ROAD, L.P.**.

WHEREAS, Fort Bend County, Texas, and RTRON Limited entered into a Tax Abatement Agreement on September 12, 2000, (hereinafter the "Agreement"); and

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

WHEREAS, RTRON Limited desires to transfer its interest as Owner in the property subject to the Agreement and assign all of its rights and obligations as Owner under the Agreement to NL Ventures Cash Road, L.P.; and

WHEREAS, RTRON Limited desires to remain a party to the Agreement as the Lessee of the Improvements and Owner of the Tangible Personal Property; and

WHEREAS, the parties desire to reduce the monetary requirements regarding the certified appraised value of the improvements and tangible personal property and, and

WHEREAS, Fort Bend County, RTRON Limited and NL Ventures Cash Road, L P. desire to amend said Agreement as hereinafter set forth for the purposes described in this preamble;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, Fort Bend County, RTRON Limited and NL Ventures Cash Road, L.P. agree as follows:

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 located in Fort Bend County, Texas, the Agreement is hereby amended as follows:

1. Any references in the Agreement to "Owner" shall mean **NL Ventures Cash Road, L.P.** as the owner of the real property and improvements subject to the Agreement located in Reinvestment Zone No. 13 created by the City of Stafford.
2. "Lessee" shall mean and refer to RTRON Limited. The Agreement is amended to include the "Lessee," who leases the Improvements from Owner and who owns the Tangible Personal Property
3. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon Owner under the Agreement shall be imposed upon both **NL Ventures Cash Road, L.P.** and **RTRON LIMITED**, jointly and severally, and all agreements and representations made by Owner in the Agreement shall be the agreements and representations of both **NL Ventures Cash Road, L.P.** and **RTRON LIMITED**, jointly and severally.
4. The representatives of **NL Ventures Cash Road, L.P.** and **RTRON Limited** whose signatures execute this amendment represent and warrant to Fort Bend County that they have the requisite authority to enter into the Agreement and Amendment thereof
5. The addresses set out in Section 17 of the September 12, 2002, agreement for notices to is hereby deleted in its entirety and the following addresses are substituted therefore:

To **Owner**

NL Ventures Cash Road, L.P.
301 Congress Avenue, Suite 320
Austin, Texas 78701
Attention: Michael Wall

To **Lessee:**

RTRON Limited
10900 Cash Road
Stafford, Texas 77477-4300
Attention: Cathy O'Leary, President

To the **Tax Assessor/Collector**: Marsha Gaines
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

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

Copy to: Ben W "Bud" Childers
Fort Bend County Attorney
301 Jackson, Suite 621
Richmond, Texas 77469

6. Page 3, section 4(b) of the Agreement is hereby replaced with the following:

"That the Certified Appraised Value of Improvements and Tangible Personal Property, excluding inventory, shall not be less than **$5,750,000.00**."

7 Page 3, section 4(e) of the Agreement is hereby replaced with the following:

"That tangible personal property shall be installed or located on the property on or before January 1, 2002. Such tangible personal property shall have a total Certified Appraised Value of not less than **$1,400,000.00**, of which at least **$600,000.00** shall be new and not have been subject to taxation prior to the date of execution of this agreement.

8. This amendment shall be applied retroactively and effective January 1, 2002.

9 **NL VENTURES CASH ROAD, L.P. AND RTRON LIMITED 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.**

10 Except as modified herein, the above referenced Agreement remains in full force and effect and has not been modified or amended.

11 The tax abatement shall apply for the tax years as stated in the original Agreement. This assignment does not purport to extend the tax abatement to tax years beyond tax year 2011, as stated in the original agreement.

12. All future assignments of the rights of the parties described in said Agreement shall require written consent of the Fort Bend County Commissioners Court.

13. The original Tax Abatement Agreement executed by and between Fort Bend County and RTRON Limited on September 12, 2000, is hereby adopted and incorporated by reference the same as if fully set forth verbatim herein, subject only to the above described amendments.

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

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 3-25-03

ATTEST:

_____
Dianne Wilson, County Clerk

RTRON LIMITED

By: Cathy O'Leary
Signature

Printed Name: CATHY O'Leary

Title: President

Date: 2/20/03

ATTEST:

By: Carol A. Terrando

Name: Carol A. Terrando

Date. 2/20/03

CAROL A TERRANDO
NOTARY PUBLIC
State of Texas
Comm. Exp 08-26-2003

NL VENTURES CASH ROAD, L.P.

By: _____
Signature

Printed Name: Peter S Carlsen

Title: Manager of General Partner

Date: March 7, 2003

ATTEST:

By: _____

Name: ANNIE BROWN

Date: 03/07/03

Attachments: **Exhibit A** – Tax Abatement Agreement between Fort Bend County and RTRON Limited
Exhibit B – Letter request from RTRON Limited dated December 17, 2002.

MER-RTRON Amendment:3195-72(021303)

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY
RTRON LIMITED

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 **RTRON LIMITED**, hereinafter referred to as "Owner," of the land comprising Reinvestment Zone No. 13, owner of the building to be constructed thereon, and owner of the equipment within such building.

1. **Authorization:**

   a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;

   b. The Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, which was approved by the County's Commissioners Court on October 5, 1999. The County has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.

   c. No official of the County has an interest in the property subject to this Agreement.

2. **Definition:**

As used in this Agreement, the following terms shall have the meanings set forth below:

   a. The "**Certified Appraised Value**" means the value certified as of January 1 immediately prior to the execution of this Agreement of the property within the Fort Bend County Reinvestment Zone No. 13 by the Fort Bend County Central Appraisal District.

EXHIBIT
A

b. The "**Improvements**" means the buildings (or portions thereof) and other improvements used for commercial or industrial purposes, which are erected or expanded by Owner subsequent to the date of execution of this Agreement.

c. "**Abatement**" means the full or partial exemption from ad valorem taxes of certain property, including real and personal property in Fort Bend County Reinvestment Zone No. 13 designated for economic development purposes.

e. "**Eligible Property**" means the buildings, structures, fixed machinery, equipment, process units and site improvements necessary to the operation and administration of the facility.

f. "**New Eligible Property**" means Eligible Property, the construction of which commences subsequent to the date of execution of this Agreement.

g. "**Ineligible Property**" means land, inventories, supplies, tools, furnishings, raw material and other forms of movable personal property which are not integral to the operation of the facility and property that has an economic life of more than fifteen (15) years.

h. "**Owner**" means **RTRON LIMITED**, the Owner of the real property subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior approval of the Fort Bend County Commissioners' Court.

i. "**County**" means the County of Fort Bend, Texas.

j. "**District**" means Fort Bend County Central Appraisal District.

k. "**Property**" means the 13.8523-acre tract of land described in Exhibit "B" attached hereto and incorporated by reference herein for all purposes.

3. Subject Property

The Fort Bend County Reinvestment Zone No. 13 is an area within Fort Bend County, Texas, being legally described in Exhibit "B" 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, 2000.

4. Responsibility of Owner

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

(a) RTRON Limited is the owner of the 13.8523 acre tract of land described in attached Exhibit A;

(b) That the Certified Appraised Value of the Improvements and Tangible Personal Property, excluding inventory, shall be not less than **$7,250,000.00** for the term of this agreement.

(c) That the construction costs of the Improvements shall be approximately **$5,250,000.00.**

(d) That construction of the Improvements shall be completed on or before January 1, 2002.

(e) That tangible personal property shall be installed or located on the property on or before January 1, 2002. Such tangible personal property shall have a total Certified Appraised Value of not less than **$2,000,000.00**, of which at least **$600,000.00** shall be new and not have been subject to taxation prior to the date of execution of this agreement.

(f) That total inventory having a Certified Appraised Value of not less than **$3,000,000.00** shall be located on the property on or before January 1, 2002, and remain for the term of this agreement.

(g) That Owner shall relocate a minimum of one hundred sixty-five (165) jobs on or before the 1st day of January, 2002, and will create approximately six hundred (600) new jobs during the first five (5) years of this agreement.

(h) That the Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.

(i) That the Owner will participate in the continuing economic development

process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

5. **Value and Term of Abatement**

This Agreement shall be effective on the date executed by the County, or the Owner, whichever is later, for a period not to exceed ten (10) years. However, in no event shall this agreement extend beyond December 31, 2011. This Agreement shall terminate on the completion of the abatement, unless earlier termination as provided elsewhere herein. Owner's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

This Agreement shall be effective with the January 1st valuation date immediately following the date of execution of this Agreement. In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the increase in market value of the premises resulting from construction of the improvements over the market value in the year in which this Agreement is executed.

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:

Tax Year	Percentage Abatement
2002	100%
2003	100%
2004	95%
2005	85%
2006	75%

2007	65%
2008	50%
2009	35%
2010	20%
2011	5%

TOTAL = 630%

(a) The abatement granted shall not apply to the value of the Land, increases in the value of the Land, or to personal property as defined by the State PROPERTY TAX CODE, inventory, and supplies.

(b) All improvements shall be completed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are erected.

(c) If the cumulative value of the Improvements and Tangible Personal Property is less than the minimum value required by Section 4 hereof on the dates specified herein, the abatement granted for the Improvements and Tangible Personal Property shall not apply for that year.

(d) The Fort Bend Central Appraisal District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

(e) **THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

(f) On or before September 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Tax Assessor/Collector that the Owner is in compliance with each term of this Agreement.

6. Taxability

During the period that this tax abatement is effective, taxes shall be payable as follows:

1. The value of Ineligible Property shall be fully taxable;

2. The Certified Appraised Value of the existing Eligible Property as determined each year shall be fully taxable; and

3. The full value of New Eligible Property shall be abated as set forth above under the section entitled "VALUE AND TERM OF AGREEMENT."

7. Contemplated Improvements

As set forth in its abatement application, Owner represents that it shall construct a 150,000-sq. ft. facility, valued at $5.25 million on approximately 14 acres in Fort Bend County, Texas. This project shall relocate a minimum of one hundred sixty-five (165) jobs on or before the 1st day of January, 2002, and will create approximately six hundred (600) new jobs during the first five (5) years of this agreement. The Owner further contemplates that construction of the improvements will begin on the 1st day of October, 2000, and will begin no later than the 1st day of November, 2000, with completion estimated on the 1st day of January, 2002. All improvements shall be completed in accordance with applicable laws, ordinances, rules or regulations. As a condition of this Agreement, the Owner shall obtain a Certificate of Occupancy from the City of Stafford, which shall be issued if it is found that the contemplated improvements have been built in accordance with the requirements of the Codes and Ordinances of the City of Stafford. **Failure of the Owner to obtain a Certificate of Occupancy by the 1st day of January, 2002, shall invalidate this Agreement. Failure of the Owner to supply the County Tax Assessor/Collector with a copy of the Certificate of Occupancy by the 10th day of January, 2002, shall invalidate this Agreement.**

8. Event of Default

(a) The County may declare the Owner in default of this Agreement if: (1) the Owner fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Owner and the Owner is thereafter adjudicated bankrupt, or a receiver for the Owner's assets is appointed.

(b) The County shall notify the Owner of any default in writing specifying the default. The Owner shall have thirty (30) days from the date of the notice to cure any default. If the Owner fails to cure the default, the County may terminate this Agreement by written notice to the Owner.

(c) If this Agreement is terminated by the County, the Owner agrees that the Owner is liable for and will pay to the County within thirty (30) days of the termination of this Agreement:

(1) The amount of all property taxes abated under this Agreement;

(2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and

(3) Penalties on the amount abated in the year of default, at the rate provided for in the TAX CODE for delinquent taxes.

(d) The County shall have a lien against the Owner's Land and Improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

9. Administration and Inspection

This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. The Owner shall allow employees or other representatives of the County who have been designated by the Tax Assessor/Collector to have access to the reinvestment zone during the term of the Agreement. All regular inspections shall be made only after

twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Owner may accompany the inspector.

Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner.

The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement to the real and personal property subject to this Agreement and (2) the full taxable value without abatement of the real and personal property otherwise located at or about the Owner's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

The Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the abatement. Such information shall also be provided to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

10. Assignment

This Agreement may not be assigned without prior written consent of the County. No assignment shall be approved if either the County has declared a default hereunder which has not been cured or the new Owner is delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

Any and all assignments shall be in the form of a termination of the original abatement agreement, followed by a Tax Abatement agreement between the County and the Assignee/New Owner. The new Abatement Agreement shall contain the same terms and conditions as set out in the first Abatement Agreement and shall be granted for the remaining term of the original tax abatement agreement only.

11. Indemnity

It is understood and agreed between the parties that RTRON LIMITED, in performing its obligations hereunder, is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. **RTRON LIMITED AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND TAXING UNITS FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF RTRON LIMITED's OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. RTRON LIMITED's INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED BY THE COUNTY AND TAXING UNITS IN CONNECTION WITH THESE CLAIMS, SUITS, AND CAUSES OF ACTION.**

12. Force Majeure

If by reason of force majeure, the Owner is unable to perform any obligation of this

Agreement, it shall give notice of the force majeure to the County in writing within ten (10) days of the occurrence relied upon. The obligation of the Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. The Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner.

13. 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.

14. 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.

15. 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.

16. **Miscellaneous**

(a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceablility 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.

17. **Notices**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

To the **Tax Assessor/Collector**:	Marsha Gaines Fort Bend County Tax Assessor-Collector 500 Liberty, Suite 101 Richmond, Texas 77469 Telephone No. (281) 341-3710
To **Owner**:	RTRON Limited *Cathy O'Leary, Executive Vice President* 4855 Alpine Drive Stafford, Texas 77477 Telephone No. (281) 275-4502 Fax No. (281) 275-4556
To **County**:	Fort Bend County 301 Jackson, Suite 719 Richmond, Texas 77469 Attention: County Judge Telephone No. (281) 341-8608
Copy to:	Ben W. "Bud" Childers Fort Bend County Attorney 301 Jackson, Suite 621 Richmond, Texas 77469 Telephone No. (281) 341-4555

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner to notify the County Tax Assessor/Collector of a change of address may result in immediate termination of this Agreement.**

18. Entire Agreement

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

19. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Owner as of the date provided in Section 5. The provisions of this Agreement shall be binding upon and

inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

FORT BEND COUNTY

By: _____
James C. Adolphus, County Judge

Date: _____

ATTEST:

_____
Dianne Wilson, County Clerk

RTRON LIMITED

By: _____
Cathy O'Leary,

Title: _____

ATTEST:

Date: _____

_____

Attachments: Exhibit A – Ordinance No. 694 Designating Reinvestment Zone No. 13
Exhibit B – Metes and Bounds description of Land
Exhibit C – Economic Impact Statement/Application for Value Added Tax

mer\RTRON LIMITED. 3195-72(082500)

RTRON®

10900 Cash Road
Stafford, TX 77477-4300

Main (281) 295-3200
Fax (281) 295-3300
http /www rtron com

December 17, 2002

Honorable James C Adolphus
County Judge
Fort Bend County
301 Jackson Street, Suite 719
Richmond, Texas 77469

Re Request of RTRON, Ltd. for amendment to the Tax Abatement Agreement between Fort Bend County and RTRON, LTD. dated September 12, 2000 concerning the land comprising Reinvestment Zone Number 13 created under Ordinance 694 of the City of Stafford, Texas

Dear Judge Adolphus.

On behalf of RTRON, Ltd., please accept this letter as a request for the following amendment to the above-referenced Tax Abatement Agreement:

Amendment – that Fort Bend County approve retroactively to January 1, 2002, the revision to Section 4, items (b) & (e), to read as follows.

Item 4(b) – That the Certified Appraised Value of Improvements and Tangible Personal Property, excluding inventory, shall not be less than **$5,750,000**

Item 4(e) – That tangible personal property shall be installed or located on the property on or before January 1, 2002 Such tangible personal property shall have a total Certified Appraised Value of not less than **$1,400,000.00**, of which at least $600,000 00 shall be new and not have been subject to taxation prior to the date of execution of this agreement

This request is being made because our business model is such that we are more inventory and labor intensive than capital intensive. As of 10/31/02 our inventory stood at $5 0MM As of January 1, 2002 and today, RTRON is in compliance with all other provisions of the Agreement

DEC 19 '02

EXHIBIT
B

RTRON.

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

Please incorporate this request with the pending request dated September 18, 2002 for an assignment of the Tax Abatement Agreement to NL Ventures Cash Road, L P

If you have any questions, please do not hesitate to contact me at 281-295-3200

Sincerely,

Cathy O'Leary

Cathy O'Leary
President

cc Marsha Gaines
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

cc Ben W "Bud" Childers
Fort Bend County Attorney
301 Jackson, Suite 621
Richmond, Texas 77469

cc Mary Reveles
Fort Bend County Attorney's Office
301 Jackson, Suite 621
Richmond, Texas 77469

cc. Jennifer Raymond
Senior Vice President
Fort Bend Economic Development Counsel
One Fluor Drive
Sugar Land, Texas 77478

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

DATE SUBMITTED: March 19, 2003	SUBMITTED BY: Marsha P. Gaines	AGENDA #
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: March 25, 2003	PHONE NO.: 281-341-3730	47E

SUMMARY OF ITEM: Take all appropriate action on the amended & restated Tax Abatement Agreement between Fort Bend County and Sugar Land Incorporated (Town Square) and take all necessary action.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Amended and Restated Tax Abatement
Exhibit A – Retail Leasing Plan

MAR 19 2003

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:
Recommend to take necessary action for Amended & Restated Amend of the Tax Abatement.

3-31-03 Original Agreements Sent to Patsy S. @ the Tax Office.

SUGARLAND
PROPERTIES
INCORPORATED
Developers of First Colony

March 18, 2003

COPY

Ms. Mary Reveles
Assistant County Attorney
Fort Bend County
301 Jackson, Suite 621
Richmond, TX 77469

Re: Sugar Land Town Square – Amended and Restated Tax Abatement Agreement for Office (September 6, 2000)

Dear Mary:

Enclosed please find three (3) execution copies of the Amended and Restated Tax Abatement Agreement between Fort Bend County and Sugarland Properties Incorporated for Town Square.

Following execution of the Agreement by the County, please return one (1) fully executed document to Les A. Newton at the letterhead address.

Best regards,

Linda F. Rivet
Executive Assistant

C: Les A Newton

I:\SHR_DATA\LAN\SPI\SLTS\Tax Abatement County & LID No 2\County\Amendment transmit for Execution 3-18-03.doc

RECEIVED
MAR 18

4665 Sweetwater Boulevard, Suite 100 Sugar Land, Texas 77479-3000 (281) 242-2000 Fax (281) 242-2718
http://www.sugarland-properties.com

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AMENDED AND RESTATED TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND SUGARLAND PROPERTIES INCORPORATED (TOWN SQUARE)

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.**, through its sole General Partner, **SUGARLAND PROPERTIES INCORPORATED**, hereinafter referred to as "Owner," of the land comprising Reinvestment Zone No. 2000-01, Owner of the buildings to be constructed thereon, and Owner of the equipment within such building.

RECITALS:

1. On October 24, 2000, the County executed with Sugarland Properties Incorporated, that certain instrument called Tax Abatement Agreement Between Fort Bend County and Sugarland Properties Incorporated (the "Original Abatement Agreement").

2. Both the County and Sugarland Properties Incorporated desire to clarify, amend and restate the Original Abatement Agreement in the manner hereinafter set forth so that this instrument, upon execution by the parties, or their successors shall replace and supersede the Original Abatement Agreement.

3. Town Center Lakeside, Ltd., an entity subject to the control of Owner currently holds title to the land upon which the improvements subject to this Agreement will be constructed.

AGREEMENT:

NOW THEREFORE, for and in consideration of the foregoing premises, the County and Sugarland Properties Incorporated do hereby declare as follows:

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 October 5, 1999. The County has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.

c. No official of the County has an interest in the property subject to this Agreement.

2. **Definition:**

As used in this Agreement, the following terms shall have the meanings set forth below:

a The "**Certified Appraised Value**" means the value certified as of January 1 of each year of this Agreement regarding the property within Reinvestment Zone No. 2000-01 by the Fort Bend County Central Appraisal District.

b. "**Office Building B**" means a building located on Reserve "B" of the Plat, to be used primarily for office use, containing approximately 125,000 square feet of office space, and any parking garages or portions thereof constructed to serve Office Building B, as shown on Exhibit A.

c. "**Office Building H**" means a building located on Reserve "H" of the Plat, to be used primarily for office use, containing approximately 150,000 square feet of office space, and any parking garages or portions thereof constructed to serve Office Building H.

d. "**Office Building E**" means the second and any additional floors constructed for office use of an office and retail condominium building located on Reserve "E" of the Plat, and any parking garage

or portion thereof constructed to serve the office portions of Office Building E located, as shown on Exhibit A. The office portion of Office Building E shall contain approximately 25,000 square feet at a minimum, but may contain more square feet depending upon the number of floors constructed.

e. **"Office Building J"** means the second floor and any additional floors constructed for office use, of an office and retail condominium building located on Reserve "J" of the Plat, and any parking garage or portion thereof constructed to serve the office portions of Office Building J, located as shown in Exhibit A. The office portion of Office Building J shall contain approximately 27,000 square feet at a minimum, but may contain more square feet, depending on the number of floors constructed.

f. **"Office Building N2"** means the second floor and any additional floors constructed for office use, of an office and retail condominium building located on Reserve "N2" of the Plat, and any parking garages or portions thereof constructed to serve the office portions of Office Building N2, located as shown in Exhibit A. The office portion of Office Building N2, shall contain approximately 20,000 square feet, at a minimum, but may contain more square feet, depending on the number of floors constructed.

g. **"Abatement"** means the full or partial exemption from ad valorem taxes of certain property in Reinvestment Zone No. 2000-01 designated for economic development purposes.

h. **"Eligible Property"** means the buildings, structures, fixed machinery, equipment, process units and site improvements necessary to the operation and administration of the facility.

i. **"New Eligible Property"** means Eligible Property, the construction of which commences subsequent to the date of execution of this Agreement.

j. **"Ineligible Property"** means land, inventories, supplies, tools, furnishings, raw material and other forms of movable personal property which are not integral to the operation of the facility and moveable property that has an economic life of more than fifteen (15) years.

k **"Owner"** means **Town Center Lakeside, Ltd.**, the Owner of the real

property subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior written approval of the Fort Bend County Commissioners' Court.

l. **"Plat"** means SUGAR LAND TOWN SQUARE, AN AMENDING PLAT, a planned development district in Fort Bend County, Texas, according to the map or plats thereof recorded under Slide Numnbers 2267/A, 2267/B, 2268/A of the Plat Records of Fort Bend County, Texas

m. **"County"** means the County of Fort Bend, Texas.

n. **"District"** means Fort Bend County Central Appraisal District.

k. **"Real Property"** means the 32.0487 acres of land described in the Plat and incorporated by reference herein for all purposes.

3. Subject Property

Reinvestment Zone No. 2000-01 is an area within Fort Bend County, Texas, being legally described in the Plat which is incorporated herein for all purposes

4. Responsibility of Owner

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

(a) That construction of Office Buildings B and E shall be completed on or before January 1, 2005.

(b) That construction of Office Building H shall be completed on or before January 1, 2007

(c) That construction of Office Buildings J and N2 shall be completed on or before January 1, 2004

(d) That the minimum construction costs of each Office Building shall be not less than the following:

Office Building	Minimum Construction Cost
B	$11,875,000
E	$2,375,000
H	$14,250,000
J	$2,898,000
N2	$1,805,000

Owner shall provide Tax Assessor/Collector a certified statement of the construction costs within thirty (30) days of completion of each building.

(e) That the Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.

(f) That the Owner will participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

(g) **THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

5. Value and Term of Abatement

This Agreement shall be effective on the date executed by the County, or the Owner, whichever is later, for a period not to exceed ten (10) years. However, in no event shall this agreement extend beyond December 31, 2014. This Agreement shall terminate on the completion of the abatement, unless earlier termination as provided elsewhere herein Owner's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

This Agreement shall be effective with the January 1st valuation date immediately following the date of execution of this Agreement In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the increase in market value of the premises resulting from construction of the improvements over the market value in the year in which this Agreement is executed.

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:

Office Buildings B and E	**Tax Year**	**Percentage Abatement**
	2005	100%
	2006	100
	2007	100
	2008	100
	2009	100
	2010	100
	2011	100
	2012	50
	TOTAL =	**750%**

Office Building H	**Tax Year**	**Percentage Abatement**
	2007	100%
	2008	100
	2009	100
	2010	100
	2011	100
	2012	100
	2013	100
	2014	50
	TOTAL =	750%

Office Buildings J and N2	Tax Year	Percentage Abatement
	2004	100%
	2005	100
	2006	100
	2007	100
	2008	100
	2009	100
	2010	100
	2011	50
	TOTAL =	750%

(a) The abatement granted shall not apply to the value of the Land, increases in the value of the Land, inventory, supplies or personal property

(b) All improvements shall be completed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are erected.

(c) In the event Buildings B and E are not completed by January 1, 2005, the tax abatement provided herein for Buildings B and E for tax years 2005, 2006, 2007, 2008, 2009, 2010, 2011 and 2012 shall not apply. Failure of Owner to complete construction of Buildings B and E by January 1, 2005, is not a breach of this Agreement by Owner.

(d) In the event Office Building H is not completed by January 1, 2007, the tax abatement provided herein for Building H for tax years 2007, 2008, 2009, 2010, 2011, 2012, 2013 and 2014 shall not apply. Failure of Owner to complete construction of Building H by January 1, 2007, is not a breach of this Agreement by Owner.

(e) In the event Office Buildings J and N2 are not completed by January 1, 2004, the tax abatement provided herein for Buildings J and N2 for tax years 2004, 2005, 2006, 2007, 2008, 2009, 2010 and 2011 shall not apply. Failure of Owner to complete construction of Buildings J and N2 by January 1, 2004, is not a breach of this Agreement by Owner.

(f) If the value of any respective building is less than $1,000,000.00 on January 1 of any year for which the abatement is provided for the respective building of

this Agreement, the abatement granted for that building for that year shall not apply

(g) The Fort Bend Central Appraisal District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

(h) On or before September 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Tax Assessor/Collector that the Owner is in compliance with each term of this Agreement.

6. **Taxability**

During the period that this tax abatement is effective, taxes shall be payable as follows:

1. The value of Ineligible Property shall be fully taxable;

2. The Certified Appraised Value of the existing Eligible Property as determined each year shall be fully taxable; and

3. The full value of New Eligible Property shall be abated as set forth above under the section entitled "VALUE AND TERM OF AGREEMENT."

7. **Event of Default**

(a) The County may declare the Owner in default of this Agreement if: (1) the Owner fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Owner and the Owner is thereafter adjudicated bankrupt, or a receiver for the Owner's assets is appointed.

(b) The County shall notify the Owner of any default in writing specifying the default The Owner shall have thirty (30) days from the date of the notice to cure any default If the Owner fails to cure the default, the County may

terminate this Agreement by written notice to the Owner.

(c) If this Agreement is terminated by the County, the Owner agrees that the Owner is liable for and will pay to the County within thirty (30) days of the termination of this Agreement.

(1) The amount of all property taxes abated under this Agreement;

(2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and

(3) Penalties on the amount abated in the year of default, at the rate provided for in the TAX CODE for delinquent taxes.

(d) The County shall have a lien against the Owner's Land and Improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

(e) **Failure of the Owner to obtain a Certificate of Occupancy for Office Buildings B and E by the 1st day of January, 2005, shall invalidate this Agreement and no abatement shall apply to Office Buildings B and E. Failure of the Owner to supply the County Tax Assessor/Collector with a copy of the Certificate of Occupancy by the 10th day of January, 2005, shall invalidate this Agreement and no abatement shall apply to Office Buildings B and E.**

(f) **Failure of the Owner to obtain a Certificate of Occupancy for Office Building H by the 1st day of January, 2007, shall invalidate this Agreement and no abatement shall apply to Office Building H. Failure of the Owner to supply the County Tax Assessor/Collector with a copy of the Certificate of Occupancy by the 10th day of January, 2007, shall invalidate this Agreement and no abatement shall apply to Office Building H.**

(g) **Failure of the Owner to obtain a Certificate of Occupancy for Office Buildings J and N2 by the 1st day of January, 2004, shall invalidate this**

Agreement and no abatement shall apply to Office Buildings J and N2. Failure of the Owner to supply the County Tax Assessor/Collector with a copy of the Certificate of Occupancy by the 10th day of January, 2004, shall invalidate this Agreement and no abatement shall apply to Office Buildings J and N2.

8. **Administration and Inspection**

This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. The Owner shall allow employees or other representatives of the County who have been designated by the Tax Assessor/Collector to have access to the reinvestment zone during the term of the Agreement All regular inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Owner may accompany the inspector.

Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner.

The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement to the real property subject to this Agreement and (2) the full taxable value without abatement of the real and property otherwise located at or about the Owner's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

The Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the abatement. Such information shall also be provided to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement, including Owner's payroll records.

9. Assignment

This Agreement may not be assigned without prior written consent of the County. No assignment shall be approved if either the County has declared a default hereunder which has not been cured or the new Owner is delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

Any and all assignments shall be in the form of a termination of the original abatement agreement, followed by a Tax Abatement agreement between the County and the Assignee/New Owner. The new Abatement Agreement shall contain the same terms and conditions as set out in the first Abatement Agreement and shall be granted for the remaining term of the original tax abatement agreement only

10. Indemnity

It is understood and agreed between the parties that OWNER, in performing its obligations hereunder, is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER AGREES TO DEFEND, INDEMNIFY AND**

HOLD HARMLESS THE COUNTY AND TAXING UNITS FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER's OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER's INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED BY THE COUNTY AND TAXING UNITS IN CONNECTION WITH THESE CLAIMS, SUITS, AND CAUSES OF ACTION.

11. Force Majeure

If by reason of force majeure, the Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten (10) days of the occurrence relied upon. The obligation of the Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. The Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner

12. Commissioners Court Approval

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

13. Compliance with State and Local Regulations

This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any City ordinance or Federal or State law or regulation.

14. Changes in Tax Laws

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

15. Miscellaneous

(a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas

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

(c) The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto.

16. Notices

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

To the **Tax Assessor/Collector**: Marsha Gaines
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

To **Owner**: Town Center Lakeside, Ltd
Sugarland Properties, Inc.,
Its sole general partner
4665 Sweetwater Blvd., Suite 100
Sugar Land, Texas 77479
Attn: Les A. Newton, President

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

Copy to: Ben W "Bud" Childers
Fort Bend County Attorney
301 Jackson, Suite 621
Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner to notify the County Tax Assessor/Collector of a change of address may result in immediate termination of this Agreement.**

17. Entire Agreement

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

18. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Owner as of the date provided in Section 5. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

FORT BEND COUNTY

By: _____
Robert Hebert, County Judge

Date: 3-25-03

ATTEST:

_____
Dianne Wilson, County Clerk

TOWN CENTER LAKESIDE, LTD., a Texas limited partnership

By Sugarland Properties Incorporated, a Texas corporation, its sole General Partner

By: _____
Stephen J. Ewbank
Executive Vice President

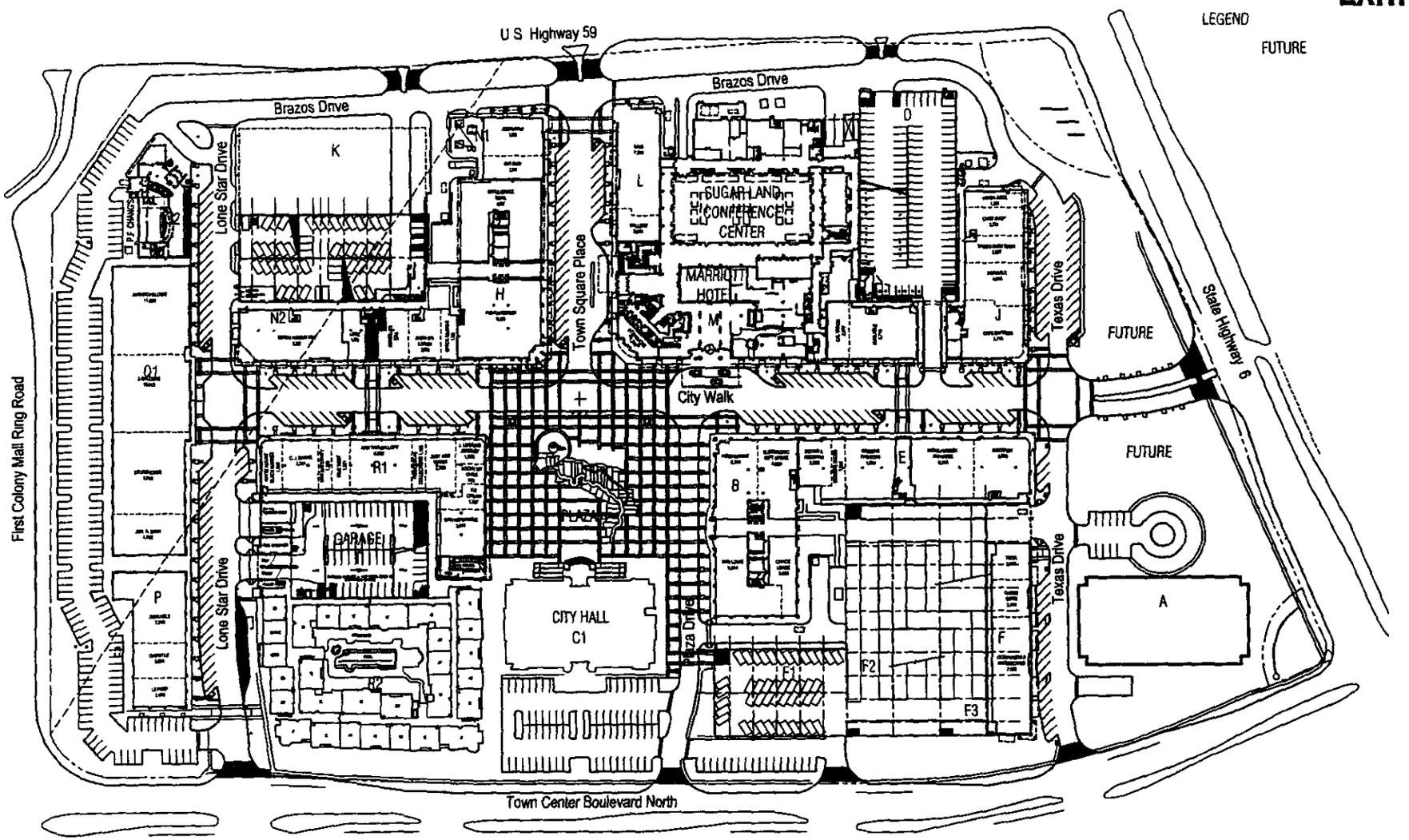
Date. March 18, 2003

ATTEST:

_____

Attachments. Exhibit A – Sugar Land Town Square Site Plan

EXHIBIT A



Retail Leasing Plan

S U G A R L A N D

TOWN SQUARE

Developed by

Sugarland Properties Incorporated

Sugar Land, Texas

January 9, 2003

SLA Studio Land, Inc
Urban Planners/Landscape Architects

Ambrose, McEnany and House, Architects
Architects

Scale 1" = 60'

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

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

DATE SUBMITTED: March 19, 2003	SUBMITTED BY: Marsha P. Gaines	AGENDA #
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: March 25, 2003	PHONE NO.: 281-341-3730	47F

SUMMARY OF ITEM: Take all appropriate action on the assignment of Tax Abatement Agreement between Fort Bend County and Transwestern Sugar Land L.P. and take all necessary action.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Assignment of Tax Abatement Agreement
Exhibit A – Tax Abatement Agreement
Exhibit B – Letter from Transwestern

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:
Recommend to take necessary action for Assignment of the Tax Abatement.

3-31-03 Original Assignments sent to Patsy S. @ the Tax Office.

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ASSIGNMENT OF TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND TRANSWESTERN SUGAR LAND, L.P.

This Assignment 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 **TRANSWESTERN SUGAR LAND, L.P.**, a Texas limited partnership, each being parties to that certain Tax Abatement Agreement entered into by the parties on or about March 24, 1998, and **ARI – SUGARLAND L.P.**

WHEREAS, Fort Bend County, Texas, and Transwestern Sugar Land, L.P. entered into a Tax Abatement Agreement on or about March 24, 1998, (hereinafter the "Agreement"); and

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

WHEREAS, Transwestern Sugar Land, L.P desires to transfer its interest as Owner in the property subject to the Agreement and assign all of its rights and obligations as Owner under the Agreement to ARI – Sugarland L P.; and

WHEREAS, Fort Bend County, Transwestern Sugar Land, L.P and ARI – Sugarland L.P. desire to amend said Agreement as hereinafter set forth for the purposes described in this preamble;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, Fort Bend County, Transwestern Sugar Land, L P and ARI – Sugarland L.P. agree as follows:

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 located in Fort Bend County, Texas, the Agreement is hereby amended as follows

1. Any references in the Agreement to "Owner" shall mean **ARI – Sugarland L.P.** as the owner of the real property and improvements subject to the Agreement located in Reinvestment Zone No. 98-01 created by the City of Sugar Land.

2. The Agreement is amended to the effect all duties, obligations, and responsibilities imposed upon Owner under the Agreement and shall be imposed upon **ARI – Sugarland L.P.**, and all agreements and representations made by Owner in the Agreement shall be the agreements and representations of **ARI – Sugarland L.P.**

3. The representatives of **Transwestern Sugar Land, L.P.** and **ARI – Sugarland L.P.** whose signatures execute this assignment represent and warrant to Fort Bend County that they have the requisite authority to enter into the Agreement and Assignment thereof.

4 The addresses set out in Section 9 of the March 24, 1998, agreement for notices to is hereby deleted in its entirety and the following addresses are substituted therefore.

To **Owner**:

David Ho,
Vice President – Asset Management
ARI – Sugarland L.P.
c/o Concierge Asset Management
3700 Buffalo Speedway, Suite 205
Houston, Texas 77098

To the **Tax Assessor/Collector**:

Marsha Gaines
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

To **County**:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469

Copy to:

Ben W. "Bud" Childers
Fort Bend County Attorney
301 Jackson, Suite 621
Richmond, Texas 77469

5. **ARI – SUGARLAND L.P. 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.**

6. Except as modified herein, the above referenced Agreement remains in full force and effect and has not been modified or amended.

7. The tax abatement shall apply for the tax years as stated in the original Agreement. This assignment does not purport to extend the tax abatement to tax years beyond tax year 2004, as stated in the original agreement and/or amendment.

8. All future assignments of the rights of the parties described in said Agreement shall require written consent of the Fort Bend County Commissioners Court.

9. The original Tax Abatement Agreement executed by and between Fort Bend County and Transwestern Sugar Land, L.P. Property Company on March 24, 1998, is hereby adopted and incorporated by reference the same as if fully set forth verbatim herein, subject only to the above described amendments.

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

FORT BEND COUNTY

By. _____
Robert E. Hebert, County Judge

Date. 3-25-03

ATTEST:

_____
Dianne Wilson, County Clerk

TRANSWESTERN SUGAR LAND, L.P.

By: _____
Signature

Printed Name: Michael O'Shaughnessy

Title: Vice President

Date: 3/13/03

ATTEST:

By: _____

Name: Suzanne E Gollan
Administrative Associate

Date: 3/13/03

ARI – SUGARLAND L.P.

By: _____
Signature

Printed Name. RICHARD GEE

Title: PRES

Date. 3-18-03

ATTEST:

By _____

Name: Linda Anderson

Date: 3-18-03

Attachments: **Exhibit A** – Tax Abatement Agreement between Fort Bend County and Transwestern Sugar Land, L.P

Exhibit B – Letter request from Transwestern Sugar Land, L.P. dated December 6, 2002.

MER:TRANSWESTERN ASSIGNMENT 3195-41(030403)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND TRANSWESTERN PROPERTY COMPANY

This Tax Abatement Agreement (Agreement) is made between **Fort Bend County**, ("County") a body politic, acting herein by and through its Commissioners Court, and **Transwestern Sugar Land, L.P.**, as Owner.

1. **Authorization and Findings.** This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, codified as Chapter 312 of the Texas Tax Code, as amended. The Fort Bend County Commissioners Court finds that:

(a) The County has adopted Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones as required by law

(b) The applicant's request for tax abatement conforms with those Guidelines and Criteria.

(c) The City of Sugar Land has created Reinvestment Zone No. 98-01, in which the property subject to tax abatement will be located.

(d) No official of the County has an interest in the property subject to this Agreement.

(e) This Agreement has been approved by the affirmative vote of a majority of Fort Bend County Commissioners at a regularly scheduled meeting.

2. **Definitions:**

(a) **County** means the County of Fort Bend, Texas.

(b) **Commissioners** means the Commissioners Court of Fort Bend County, Texas.

(c) **District** means the Fort Bend County Central Appraisal District.

EXHIBIT
A

(d) **Improvements** mean a building to be leased for distribution, warehouse, or light manufacturing activities, containing approximately 315,000 square feet of space, and related improvements to serve the building, including sidewalks, parking lots, outdoor lighting, and landscaping, all as shown in Exhibit B, attached to and incorporated into this Agreement by reference.

(e) **Land** means the Owner's real property described in Exhibit A, attached to and incorporated into this Agreement by reference.

(f) **Owner** means Transwestern Sugar Land, L.P , the owner of the real property subject to this Agreement, or other person or entity to which this Agreement is assigned.

(g) **Value** means the appraised value as shown on the records of the District.

3. **Responsibilities of Owner** In consideration of receiving the tax abatement granted herein, the Owner represents and agrees:

(a) That construction of the Improvements will be completed before March 31, 1999

(b) That the construction costs of the Improvements will be approximately $5,300,000.

(c) That the Owner will participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

4. **Tax Abatement**

(a) In consideration of the Owner constructing the Improvements and complying with all other conditions of this Agreement, the County grants, subject to the conditions of this Agreement, a property tax abatement totaling five hundred percent (500%) on the value of the Improvements as follows:

Tax Year	Percentage Abatement
1999	100%
2000	100%
2001	100%
2002	100%
2003	100%
TOTAL	500%

(b) The abatement granted shall not apply to the value of the Land, increases in the value of the Land or to inventory, and supplies.

(c) If the value of the Improvements is less than $1,000,000.00 on March 31, 1999, or on any January 1 thereafter during the term of this Agreement, the abatement granted for the Improvements shall not apply for that year.

(d) Beginning on January 1, 2000, and for each January 1 thereafter during the term of this Agreement, the abatement granted for that year as provided for in 4 (a) shall be reduced by the percentage of unleased floor area in the building as of January 1. For purposes of this provision, the "percentage of unleased floor area" shall be calculated by dividing the leasable floor area that is not under lease on January 1 by the total leasable floor area.

(e) The District's determination of values shall be used to determine the value of the property subject to this Agreement If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used

(f) **THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

(g) On or before September 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Commissioners Court that the Owner is in compliance with each term of this Agreement.

5. Reports and Access to Building Addition. The Owner shall allow the County's employees access to the Improvements during regular business hours for the purpose of determining that all terms of this Agreement are being met. Upon the request of the County, the Owner also agrees to submit written information regarding the status of the Improvements as specified in the request.

6. Term. This Agreement shall be effective on the date executed by the County or the Owner, whichever is later. This Agreement shall terminate on the completion of the

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

7. Default.

(a) The County may declare the Owner in default of this Agreement if the Owner: (1) fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; or; (3) files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Owner and the Owner is thereafter adjudicated bankrupt, or a receiver for the Owner's assets is appointed.

(b) The County shall notify the Owner of any default in writing specifying the default. The Owner shall have thirty (30) days from the date of the notice to cure any default. If the Owner fails to cure the default, the County may terminate this Agreement by written notice to the Owner.

(c) If this Agreement is terminated by the County, the Owner agrees that the Owner is liable for and will pay to the County within thirty (30) days of the termination of this Agreement:

(1) The amount of all property taxes that have been abated under this Agreement;

(2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and,

(3) Penalties on the amount abated in the year of default, at the rate provided for in the Tax Code for delinquent taxes

(d) The County shall have a lien against the Owner's Land and Improvements for the taxes and interest owed because of the recapture of taxes as provided herein.

8. Compliance with State and Local Regulations. Nothing in this Agreement shall be construed to alter or affect the obligations of the Owner to comply with any City ordinance or Federal or State law or regulation.

9. **Notice.** All notices shall be in writing. If mailed, any notice or communications shall be deemed to be received three days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses.

To the Owner: Rob Bryant, Vice President
Transwestern Sugar Land, L.P.
6671 Southwest Freeway, Suite 200
Houston. Texas 77074-2285

To the County: Michael D. Rozell
Fort Bend County Judge
301 Jackson St., Suite 719
Richmond, Texas 77469

Any party may designate a different address by giving the other party ten (10) days written notice in the manner prescribed above.

10. **Force Majeure.** If by reason of force majeure, the Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten days of the occurrence relied upon. The obligation of the Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. The Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars, or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner

11. **Entire Agreement**. This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements, whether written or oral.

12. **Assignment**. This Agreement may not be assigned without the prior written consent of the County

FORT BEND COUNTY

By: Mike D. Rozell

Michael D. Rozell., County Judge

Date: 3-24-98

ATTEST:

Dianne Wilson, County Clerk

TRANSWESTERN SUGAR LAND, L.P.

By _____

Date. _____

Attachments: Exhibit A - Metes and Bounds Description of Land
Exhibit B - Drawings showing improvements

PP f:/transwes.agr:3195-41(030298)(lj)

County:	Fort Bend
Project	Transwestern site - 17.7726 acre tract
C.I. No.	1038-96R2
Job Number	96018-03

FIELD NOTES FOR 17.7726 ACRES

Being a 17.7726 acre tract of land located in the Brown and Bellknap League Abstract 15, in Fort Bend County, Texas; said 17.7726 acre tract being a portion of the remainder of a 1303.64 acre tract of land recorded in the name of Sugarland Properties Incorporated, (S.P.I.) in volume 607, page 80 of the Deed Records of Fort Bend County (F.B.C.D.R.); said 17.7726 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the plat of The Lakes on West Airport Section Two as recorded in slide no. 1097A of the Fort Bend County Plat Records (F.B.C.P.R.)):

Commencing at the northeast corner of said The Lakes at West Airport Section Two;

Thence, 28.65 feet along the arc of a curve to the right, said curve having a central angle of 01 degrees 55 minutes 53 seconds, a radius of 850.00 feet and a chord that bears North 03 degrees 37 minutes 11 seconds West, a distance of 28.65 feet to a PK nail set for the **Point of Beginning** of the herein described tract;

1. Thence, North 02 degrees 39 minutes 14 seconds West, a distance of 930.19 feet to a 5/8-inch iron rod with plastic cap stamped "COSTELLO INC. RPLS 4416" set on the south line of a 29.26 acre tract recorded in the name of Alston Road Investors as recorded in volume 2532, page 2278 of the Official Records of Fort Bend County (O.R.F.B.C.);

2. Thence, with the south line of said 29.26 acre tract, North 75 degrees 33 minutes 29 seconds East, at a distance of 564.06 feet passing a 5/8-inch iron rod found for the southeast corner of said 29.26 acre tract, same being the southwest corner of a 49.81 acre tract recorded in the name of Agnello Family Partnership in volume 2722, page 922 of the O.R.F.B.C., in all a total distance of 656.85 feet to a 5/8-inch iron rod with plastic cap stamped "COSTELLO INC. RPLS 4416" set;

3. Thence, leaving said south line, South 02 degrees 39 minutes 14 seconds East, a distance of 1161.61 feet to a 5/8-inch iron rod with plastic cap stamped "COSTELLO INC. RPLS 4416" set on the northerly Right-Of-Way (R.O.W.) line of West Airport Boulevard (100-foot width) as recorded in slide no. 424B of the F.B.C.P.R.

4. Thence, continuing with said R.O.W. line, 480.96 feet along the arc of a curve to the left, said curve having a central angle of 13 degrees 26 minutes 33 seconds, a radius of 2050.00 feet and a chord that bears South 65 degrees 44 minutes 57 seconds West, a distance of 479.86 feet to a 5/8-inch iron rod with plastic cap stamped "COSTELLO INC. RPLS 4416" set;

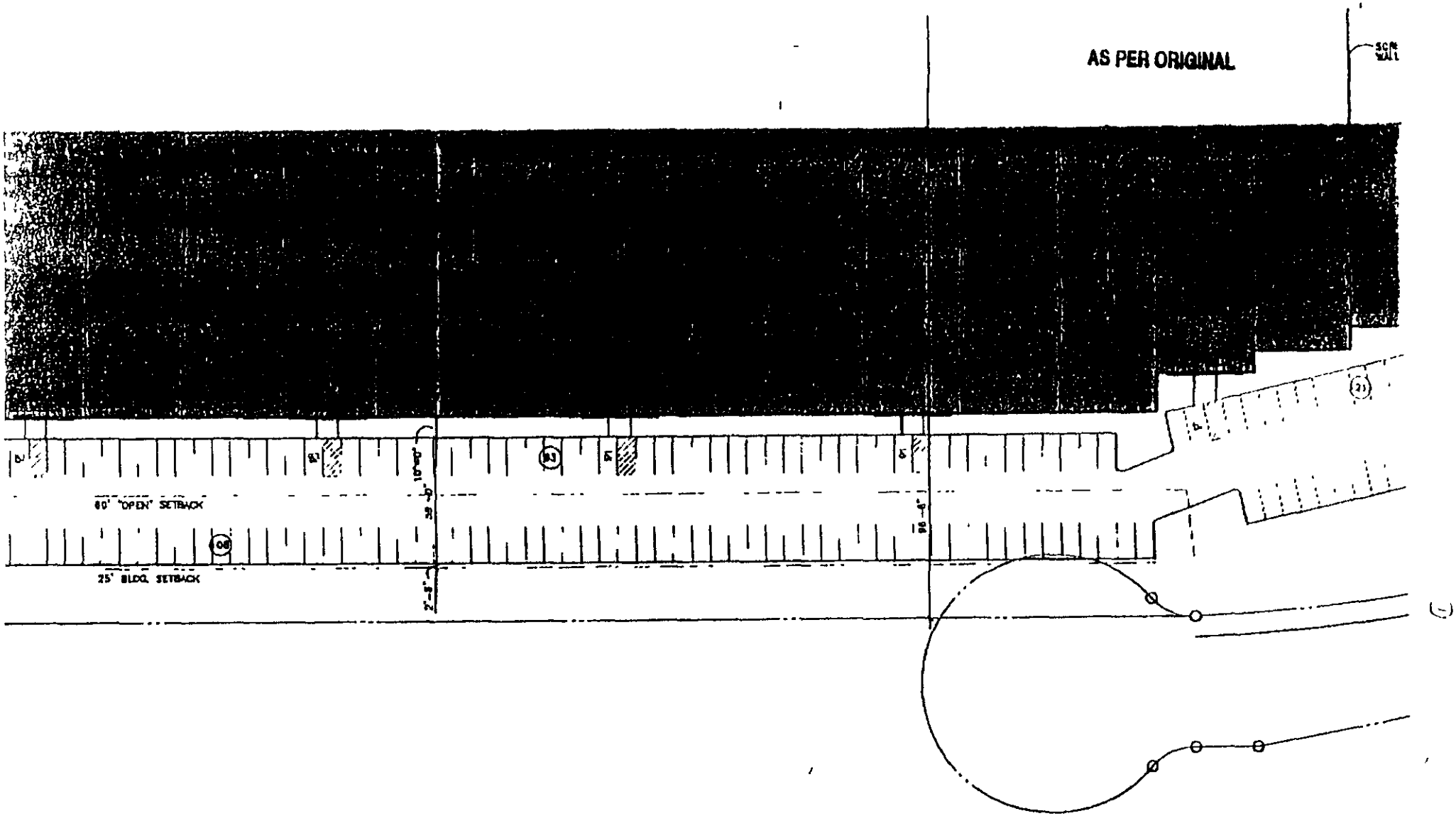
5. Thence, continuing with said R.O.W. line, South 59 degrees 01 minutes 40 seconds West, a distance of 117.31 feet to a 5/8-inch iron rod with plastic cap stamped "COSTELLO INC. RPLS 4416" set for the southeast end of a cut-back at the intersection of the northerly R.O.W. line of said West Airport Boulevard with the easterly R.O.W. line of Lake Park Drive (width varies) as recorded in slide no. 1097A of the F.B.C.P.R.

6. Thence, with said cut-back line, North 73 degrees 13 minutes 55 seconds West, a distance of 33.62 feet to a 5/8-inch iron rod with plastic cap stamped "COSTELLO INC. RPLS 4416" set for the northwest end of said cut-back line;

7. Thence, with the easterly R.O.W. line of aforesaid Lake Park Drive, 326.27 feet along the arc of a curve to the right, said curve having a central angle of 21 degrees 59 minutes 35 seconds, a radius of 850.00 feet and a chord that bears North 13 degrees 39 minutes 01 seconds West, a distance of 324.27 feet to the Point of Beginning and containing 17.7726 acres of land.



12-24-97



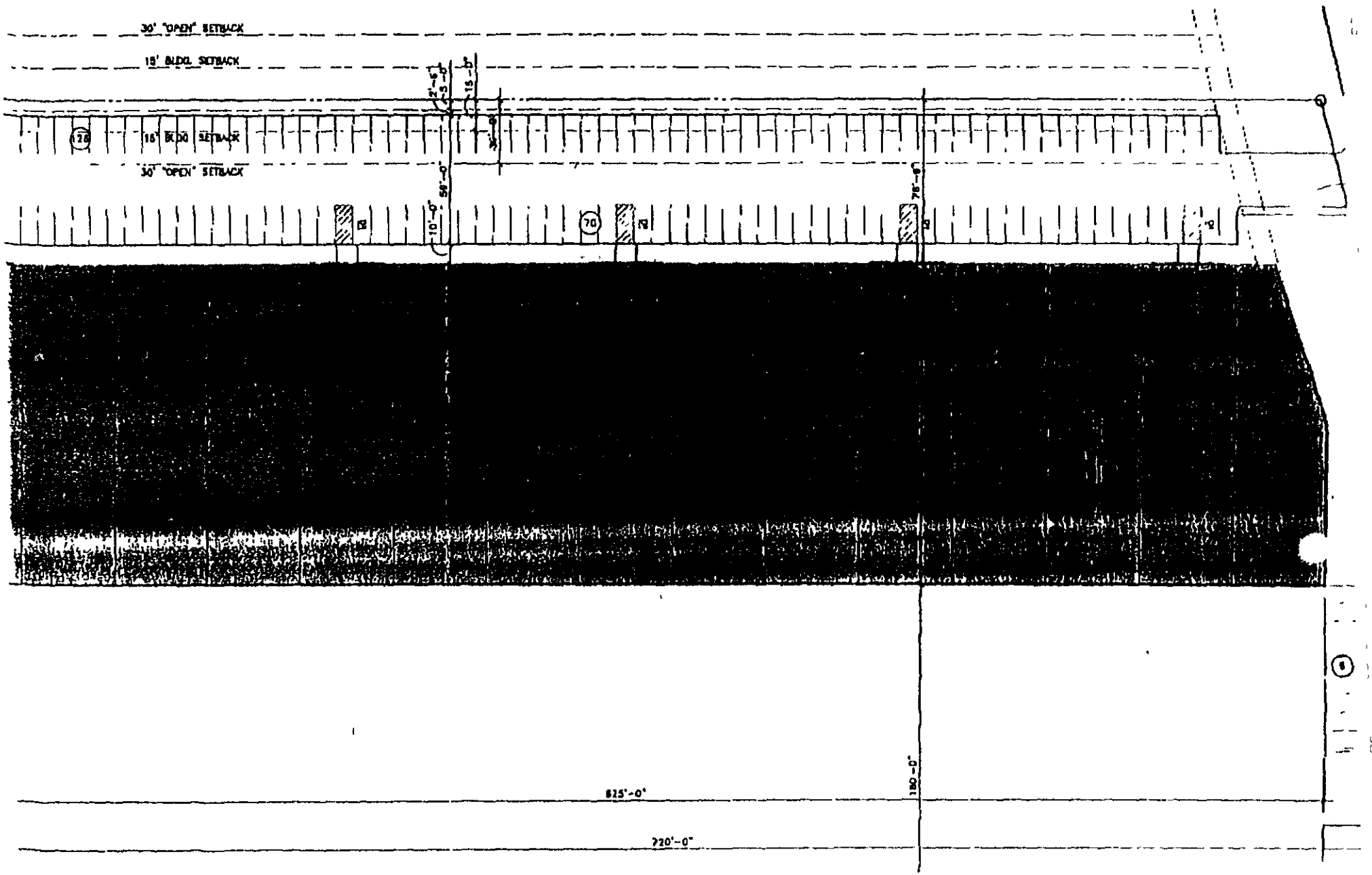
DATA

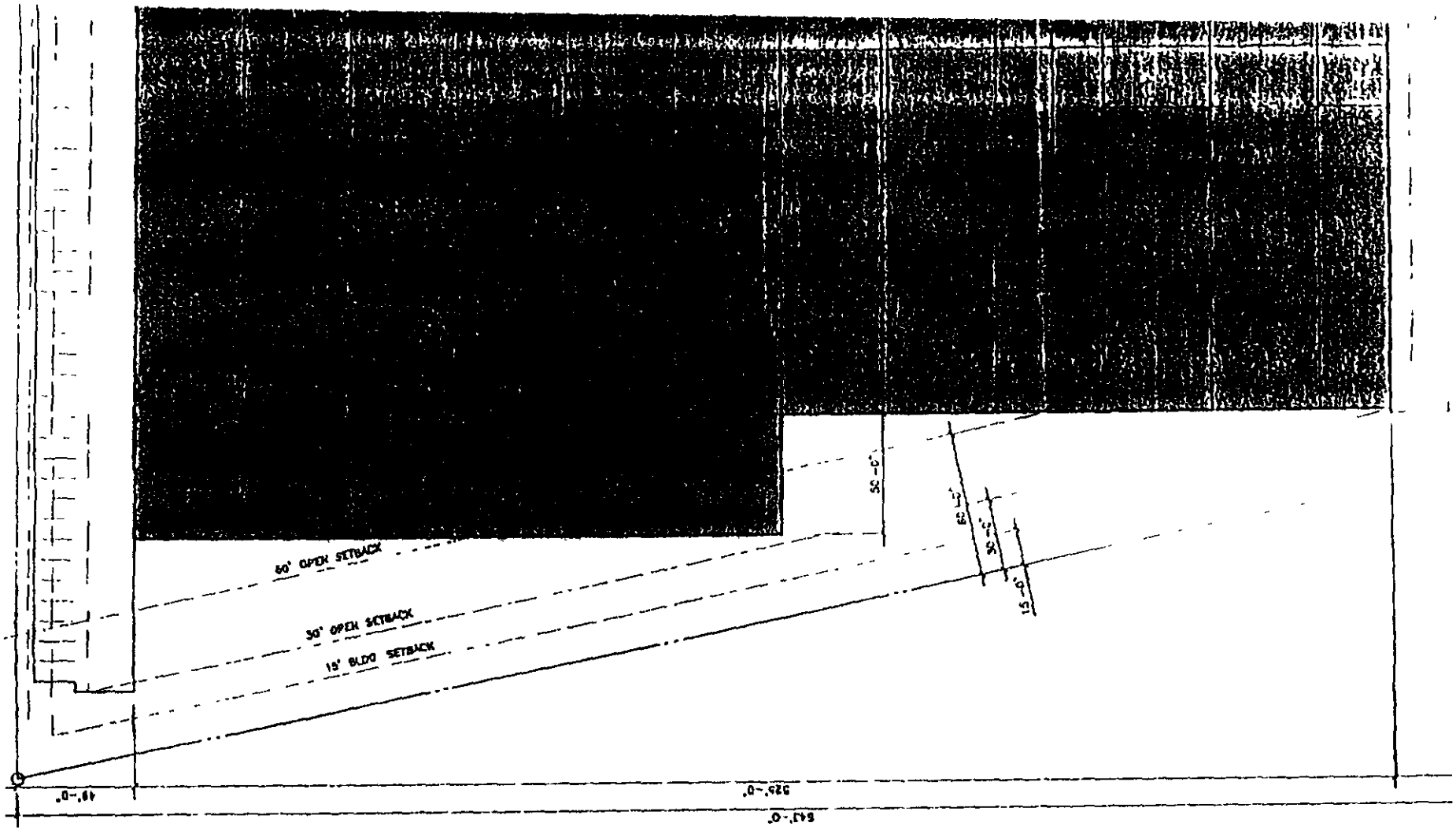
SITE AREA (17 77

BUILDING AREAS
BUILDING NO. ONE
BUILDING NO TWO
BUILDING NO THREE

TOTAL

AS PER ORIGINAL





AS PER ORIGINAL

3195-41

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

COPY

TRANSWESTERN
COMMERCIAL SERVICES

1900 West Loop South
Suite 1300
Houston, TX 77027
Phone. 713 270 7700
Fax: 713 270 6285
www transwestern net

December 6, 2002

Judge Jim Adolphus,
Fort Bend County Judge
301 Jackson St , Suite 719
Richmond, Texas 77469

Re Tax Abatement Agreement between Fort Bend County and Transwestern Property Company ("Agreement")

Dear Judge Adolphus,

This letter is to request an assignment of the above referenced Tax Abatement Agreement to ARI-Sugarland L P We sold the real property that is the subject of the above referenced Agreement to ARI - Sugarland, L P ("Buyer") on 4/29/2002. We hereby request your approval for us to assign the Agreement to Buyer in its entirety

Please send a copy of all notices to the following parties:

Michael Knight, Property Manager,
Transwestern Commercial Services
1900 West Loop South, Suite 1300
Houston, TX 77027

David Ho, Vice President – Asset Management
ARI-Sugarland L.P
C/O Concierge Asset Management
3700 Buffalo Speedway, Suite 205
Houston, TX 77098

Jennifer Raymond, Senior Vice President
Greater Fort Bend Economic Development Council
One Fluor Daniel Drive
Sugar Land, TX 77478

Thank you in advance for your attention to the above

Sincerely,

Michael O'Shaughnessy

Transwestern Sugar Land L P

Cc David Ho, Fax #713-439-1782
Jennifer Raymond, Fax #281-242-6739

FORT BEND COUNTY RECEIVED
DEC 16 2002
COUNTY JUDGE

EXHIBIT
B

AGENDA ITEM

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

48

RETURN TO AGENDA COORDINATOR – COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 13, 2003 **DEPT. SUBMITTED BY:** Telecommunications

COMMISSIONERS COURT AGENDA FOR: March 25, 2003 **DEPT. PHONE NO.:** 238/238-3555

SUMMARY OF ITEM: Contract Agreement with SBC (Southwestern Bell) for Jail Inmate Coin System. Agreement has been reviewed by Mary Reveles of the County Attorney's office. This contract is of no cost to the County. SBC pays the County a monthly commission.

RENEWAL CONTRACT / AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

(Back-up documentation must be attached for consideration)

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:		COMMENTS;
Yes () No ( ) N/A ( )	One Time	( )	
Funding Source:	Recurring	( )	
Fund: 010 Agcy Object:	N/A	( )	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Please approve Contract Agreement

3-31-03 Original Agreements sent to Jacque @ Administrative Services.

PAY PHONE SERVICES INMATE TELEPHONE SERVICE AGREEMENT

THIS AGREEMENT is entered into on March 25, 2003 and is between Fort Bend County with offices at 301 Jackson, Richmond, Texas 77469 ("Customer") and Southwestern Bell Telephone, L.P., d/b/a SBC Southwest, a limited partnership under the laws of the state of Texas, providing inmate pay telephone services in the states of Arkansas, Kansas, Missouri, Oklahoma and Texas, with offices at 105 Auditorium Circle, 12th Floor, San Antonio 78205 ("SBC") SBC and Customer may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties"

1 **TERM OF AGREEMENT** - This Agreement shall be in effect for five (5) years commencing on the date last signed below ("Effective Date") and terminating five (5) years hence ("Termination Date") SBC shall have the right to enter the premises to remove its inmate telephones upon termination of this Agreement

2. **PREMISES** - Customer hereby agrees to provide SBC the exclusive right to install and maintain inmate telephone equipment located at the premises known as

Fort Bend County Jail
1410 Ransom Road
Richmond, Texas 77469

SBC shall have the exclusive right to provide inmate telephone service at any and all future facilities owned, operated or maintained by Customer

All such inmate telephone equipment shall remain the property of SBC

3. **ALTERATIONS AND ATTACHMENTS** - *Customer shall not authorize or cause any person, other* than authorized employees of SBC to connect, disconnect, move or alter SBC inmate telephones unless otherwise mutually agreed upon by both Parties

4. **COMPENSATION** - In consideration of Customer providing space to SBC for inmate telephone equipment, SBC shall install, operate and maintain inmate telephones at no charge to Customer SBC shall compensate the Customer by paying a commission for revenue generated from calls made from the SBC pay telephones covered under this Agreement calculated as follows

(a) thirty-seven percent (37%) of the gross billed SBC local and intraLATA revenue, plus

(b) thirty-seven percent (37%) of the gross billed interLATA revenue.

This level of compensation shall be paid to Customer in the following manner

Within forty-five (45) days of the execution of this Agreement, and within forty-five (45) days of the anniversary date of the execution of this Agreement for years two (2) through five (5) of the Agreement term, SBC shall prepay to Customer estimated commissions for the applicable upcoming twelve (12) month period ("Prepaid Commissions") For the first year of the Agreement, Prepaid Commissions shall be based on eighty percent of a) the actual local exchange and intraLATA commission earned by Customer during the previous twelve (12) month period, and b) eighty

percent of the estimated interLATA commission (calculated at the above commission rate) based on an estimated number of interLATA calls made during the previous twelve (12) month period Each subsequent year's prepaid commission payment shall be based on eighty percent (80%) of the total Actual Commission Earned (defined below) in the previous twelve month period Each month, Customer shall receive commission reports reflecting (i) the prior month's revenue associated with each of the inmate pay phones, (ii) the total of the annual revenue associated with the inmate payphone phones measured from the beginning of the contract year, and (iii) a calculation of the commissions earned (at the above stated commission rates) for the contract year ("Actual Commission Earned") Once the accumulated Actual Commission Earned for a contract year exceeds the Prepaid Commission for the contract year, SBC shall commence monthly commission payments at the above stated commission rate In the event Customer's Actual Commission Earned at the end of the any year of the initial term is less than the Prepaid Commission, SBC shall debit such difference from the subsequent years Prepaid Commission amount In the event Customer's Actual Commission Earned at the end of the final year of the initial term is less than the Prepaid Commission, Customer agrees to pay SBC the difference within thirty (30) days of the Termination Date of this Agreement.

In addition to the above stated compensation, as set forth in this paragraph, SBC agrees to pay on behalf of the Customer two (2) vendors of Customer, Tiburon, Inc ("Tiburon") and Scantron (individually referred to herein as "Vendor" and collectively referred to herein as "Vendors"), the costs associated with Vendors' upgrading Customer's Commissary System ("System") and maintaining such System over the initial term of this Agreement. In particular, SBC agrees to pay

a) up to a total of fifty-five thousand one hundred and fifty dollars ($55,150) to Tiburon over the initial term of this Agreement in the following manner: (1) up to twenty one thousand four hundred fifty dollars ($21,450) as an "upfront" payment within forty-five (45) days of SBC's receipt of a valid invoice from Customer requesting such payment; (2) up to twenty one thousand four hundred fifty dollars ($21,450) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer has accepted the upgraded System installed by Tiburon, (3) up to two thousand four hundred and fifty dollars ($2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year one (1) of this Agreement, (4) up to two thousand four hundred and fifty dollars ($2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year two (2) of this Agreement, (5) up to two thousand four hundred and fifty dollars ($2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year three (3) of this Agreement; (6) up to two thousand four hundred and fifty dollars ($2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year four (4) of this Agreement; and (7) up to two thousand four hundred and fifty dollars ($2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year five (5) of this Agreement

Similarly, SBC agrees to pay

b up to a total of thirty-two thousand three hundred and eighty three dollars ($32,383) to Scantron over the initial term of this Agreement in the following manner (1) up to eighteen thousand nine hundred eighty three dollars ($18,983) within forty-five (45) days of SBC's receipt of a valid invoice from Customer requesting such payment, (2) up to two thousand six hundred eighty dollars ($2,680) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year one (1) of this Agreement, (3) up to two thousand six hundred eighty dollars ($2,680) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year two (2) of this Agreement, (4) up to two thousand six hundred eighty dollars ($2,680) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year three (3) of this Agreement, (5) up to two thousand six hundred eighty dollars ($2,680) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year four (4) of this Agreement, and (6) up to two thousand six hundred eighty dollars ($2,680) within forty-five days (45) of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year five (5) of this Agreement.

Customer shall bear the risk of loss of or damage to parts and other materials during shipment of such parts and materials from the Vendors to Customer's destination. Customer shall be responsible for all shipping charges and all other costs and liability associated with the System, Equipment and Software at all times, and Customer shall be responsible for all interactions and discussions, regardless of the subject, with Vendors and SBC shall have no responsibility whatsoever to interact directly with Vendors SBC makes no warranties or representations with regards to the System, equipment, software or maintenance purchased under or provided by Vendors this Section, including but not limited to whether the System, equipment, software or maintenance is fit for any use, and the purchase by SBC is on the express condition that SBC shall not be liable in any manner for, nor shall Customer raise in any manner, any claims for losses, liabilities, judgments, settlements, damages, awards and costs related to the System, software, equipment or maintenance If Customer should initiate any such claim in any forum at all, not withstanding any other provisions of this Agreement, SBC shall have the right to immediately terminate this Agreement, and SBC shall be able to produce this clause as an absolute defense.

SBC and Customer agree that all charges and compensation policies are subject to change by SBC as may be required by any regulatory or judicial body with authority to mandate such changes

Customer herein grants SBC the exclusive authority to act as Customer's agent for the purpose of selecting and/or changing the Preferred Interexchange Carrier (PIC) on the pay phones covered by this Agreement Customer and SBC agree that SBC shall have the sole right to select and contract with, change, and/or restrict the local and long distance carriers (both intraLATA and interLATA) for all pay phones covered by this Agreement. For any such selected carrier, SBC shall pay compensation at the rates set forth above

5. OPERATION OF THE INMATE TELEPHONES - SBC shall be responsible for the operation of the inmate telephones on the premises Except as otherwise specified herein, changes in the number of inmate telephones or their location on the premises shall be mutually agreed to by the Parties The inmate telephones shall not be higher than such height as prescribed by law or regulation Customer shall provide any electricity necessary for the operation of the inmate telephones

6. **REMOVAL OF PAY TELEPHONES** - SBC may, after reasonable notice to Customer, remove any pay phone which has failed to generate sufficient revenue to meet such revenue requirements as are determined by SBC or when a significant safety hazard to SBC employees or telephone users exists

7. **ACCESS TO PREMISES** - SBC shall have reasonable access to the premises during normal business hours to service, maintain and if applicable, remove the inmate telephones Customer shall at all times provide a clear, unobstructed view and access to the inmate telephones for their use by the inmate

8. **DEFAULT** - Either Party may terminate this Agreement immediately following written notice in the event the other party is in default as to any of its material obligations hereunder, provided that (a) the defaulting Party has received a written notice containing a reasonably complete description of the default and (b) the defaulting Party has failed to cure the default within forty-five (45) days of receiving such notice Upon any such termination, SBC shall be entitled to remove its inmate telephone equipment as soon as practicable

9. **TERMINATION** - Either Party may terminate this Agreement at any time upon thirty (30) days notice to the other Party without penalty Upon termination of this Agreement, SBC shall have at least sixty (60) days to remove its inmate telephone equipment at no charge to Customer In addition, if this Agreement is terminated by Customer anytime prior to the end of the of the initial Agreement term, the Parties acknowledge that removal of service and the inmate telephone equipment prior to the expiration of the full term of this Agreement will cause damages to SBC as a result of substantial capital equipment investment by SBC Therefore, Customer agrees to pay SBC liquidated damages, and not as a penalty, an amount equal to a) any unamortized portion of the cost of the System or any Annual Maintenance Agreement described in Section 4 ("unamortized" meaning the original purchase price, divided by 60, and multiplied by the number of months remaining in the initial Agreement term), and b) any unearned portion of the Prepaid Commission set forth in Section 4 above ("unearned" meaning the Actual Commissions Earned have not exceeded the Prepaid Commission amount and is calculated as Prepaid Commission less the Actual Commissions Earned).

10. **LIABILITY** - To the extent allowed by law, Customer shall indemnify and defend SBC against any loss, cost, damage, expense (including attorney's fees) or liability of any kind, for damages to property, personal injuries or deaths, arising directly or indirectly, from the performance of this Agreement, except where such loss, cost, damage, expense or liability is due solely to the gross negligence of SBC, its agents or employees If the Inmate Telephone Equipment is willfully damaged or destroyed by the Customer or the Customer's employees, Customer shall be responsible to pay SBC's cost of restoring service and/or repairing equipment Customer shall not be responsible for any damage or destruction caused to the Inmate Telephone Equipment caused by inmates at Customer's premises. The Customer agrees that no liability shall attach to SBC by reason of any defacement or damage to its premises resulting from the existence of SBC's equipment or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of SBC or its employees

11. **NOTICES** - SBC shall mail compensation and all notices to Customer, and Customer shall mail all notices to SBC, at the addresses indicated below

If to SBC

SBC Public Communications
Attn Manager Contract Admin
134 NW 6th Street, Lower Level
Evansville, Indiana 47708

If to Customer

Fort Bend County
309 South 4th Street
Richmond, Texas 77469
Attn County Treasurer

12. **ASSIGNMENT** – Either Party may, at any time, assign this Agreement or any portion hereof, to an affiliate or any third Party This Agreement shall benefit and/or be binding upon the successors, assigns, lessees or beneficiaries of both Parties

13. **FORCE MAJEURE** – Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if the delay or failure to perform is without the fault or negligence of the party claiming excusable delay and is due to causes beyond the control of said party, including, but not limited to acts of God, war; acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes or work stoppages, and freight embargoes

14. **REGULATORY APPROVALS** – This Agreement is expressly subject to the applicable provisions of SBC's tariff(s) directly or indirectly relating to pay phone service, and to all other governmental orders, rules, regulations or requisite approvals as may apply from time to time In the event any legislation, regulatory or judicial order, in the reasonable opinion of SBC, substantially modifies the current statutes, regulations, laws, or other rules pertaining to the pay phone industry (including, but not limited to the provision of operator services, the relevance and acceptance of calling cards, or the industry's financial arrangements) this Agreement shall, at SBC's option, be subject to termination or negotiated modification. Termination by SBC hereunder shall be upon thirty (30) days prior written notice

15. **AUTHORITY** - Each Party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the person signing this Agreement on behalf of the Party has been properly authorized to enter into this Agreement Customer represents that it does not have any other agreement, oral or written, that conflicts with this Agreement Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by all of its terms and conditions

16. **GOVERNING LAW** - This Agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the Parties created hereunder are performable in Fort Bend County, Texas In the event of suit to enforce this Agreement, venue shall lie in Fort Bend County, Texas

17. **CONFIDENTIALITY** - To the extent authorized by law and Chapter 552 of the Texas Government Code, Customer shall keep confidential any information which SBC deems to be confidential or proprietary and so advises Customer or so labels the information. Such information shall include, but not be limited to the Compensation Rates and/or amount of the payment Customer receives from SBC and the terms of this Agreement In the event disclosure of such information is required by law, governmental order or regulation, such disclosure may be made after notice is given to SBC by Customer, but such disclosure to a governmental entity or pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by Customer Such information shall remain the property of SBC and when in tangible form, shall be returned by Customer to SBC or otherwise disposed of as directed by SBC In the event SBC directs Customer to dispose of such information, Customer shall promptly provide written verification of any such destruction from an employee with authority to sign such document

18. **SEVERABILITY** - If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceable provision will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of both parties will be construed and enforced accordingly In the event such provision is considered an essential element of this Agreement, the Parties will promptly negotiate a replacement that is comparable in substance to the invalidated provision

RECORDED ON 4-2-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03.

19. **ENTIRE AGREEMENT** - This Proposal and this Agreement constitutes the entire agreement between Customer and SBC and may not be modified or amended other than by written agreement by both Parties

SOUTHWESTERN BELL TELEPHONE, L.P.

BY _____

NAME Gary A. Hensley

TITLE Vice President

DATE March 6, 2003

FORT BEND COUNTY

BY _____

NAME Robert E. Hebert

TITLE County Judge

DATE March 25, 2003

ATTEST:

_____
Dianne Wilson
Fort Bend County Clerk

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2003

On this the 25th day of March, 2003 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 Stavinoha and seconded by Commissioner Meyers, duly put and carried, it is ordered that the bills be approved in the amount up to $ 5,906,270.25 as presented by Robert Ed Sturdivant, County Auditor

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

County Auditor

Date: _____

Time Reconvened _____

Time Adjourned or Recessed: _____

MEMORANDUM OF AGREEMENT

Mr. Richard and Mrs. Kelly, Jr
11441 FM 1464
Richmond, Texas 77469-9546

RE. Fort Bend County Drainage Easement; 30' Water Line Easement; Property Description. Parcel 3 (7,347 square feet) and Parcel 5 (6,109 square feet) Fort Bend County, Texas,

Dear Mr. and Mrs Kelly.

You have indicated a willingness to sign a right of way easement on your property that is referenced above.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the acquisition of the right of way easement and process by which Fort Bend County will make payment. The payment of **$12,000.00**, as herein agreed, will constitute full payment to be made by Fort Bend County for the right of way easement.

Fort Bend County and the owner(s) agree to the following:

(1) Until payment is made by Fort Bend County, title and possession of the property and easement interest to be conveyed to Fort Bend County remains with you. Either you or Fort Bend County shall have the right to terminate this agreement.

(2) The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except the mutual benefits to be derived by you and Fort Bend County from the signing of this agreement.

(3) Fort Bend County, without cost to the owner, will pay the cost of recording all instruments conveying right of way easement to Fort Bend County

With your signing of this letter, Fort Bend County will proceed with obtaining approval from the County Commissioners Court and issuance of a check. This company has been designated as Fort Bend County's closing agent and is responsible to see that Fort Bend County obtains clear title. They will not endorse the warrant and make payment until clear title is insured. At the same time, you have the right to withhold endorsement of the check and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

David Parkerson
Project Manager

Enclosures

I (We) fully understand the Fort Bend County proposal as contained in this Agreement.

RICHARD J. KELLY, JR.

450-84-9292
SSN/FEI

3/7/03
Date

30 FOOT WIDE
DRAINAGE AND STORM SEWER
EASEMENT 3

STATE OF TEXAS
COUNTY OF FORT BEND

J H CARTWRIGHT, LEAGUE
ABSTRACT NO. 16

DESCRIPTION

Description of a 0 1687 acre tract of land being in the J H Cartwright League, Abstract No. 16, Fort Bend County, Texas and being out of that certain called 2.8414 acre tract of land as described in the deed recorded under Fort Bend County Clerks' File No. 99100965, the said 0 1687 acre tract being more particularly described by metes and bounds as follows (with bearings being referenced to the monumented westerly boundary line of Village of Oak Lake, Section 5).

BEGINNING at a 1-inch iron rod found in the westerly boundary line of Village of Oak Lake, Section 4 as recorded under Slide No 1842A of the Fort Bend County Map Records and marking the easterly common corner of the said 2 8414 acre tract and a 30 foot wide strip of land as described in the deed recorded under Volume 949, Page 112 of the Fort Bend County Map Records,

THENCE, N 88° 12' 41" W, along the common boundary line of the said 2 8414 acre tract and the 30 foot wide strip, a distance of 30 04 feet to a capped 5/8-inch iron rod stamped "JNS ENGINEERS" set in the proposed westerly line of the 30 foot wide drainage and storm sewer easement;

THENCE, N 01° 05' 13" E, 30.00 feet from and parallel to the westerly boundary line of Village of Oak Lakes, Section 4, and along the proposed westerly line of the 30 foot wide drainage and storm sewer easement, a distance of 244 90 feet to a capped 5/8-inch iron rod stamped "JNS ENGINEERS" set in the said 2 8414 acre tract and the certain 8 986 acre tract described in the deed recorded under Volume 808, Page 142 Fort Bend County Deed Records,

THENCE, S 88° 12' 09" E, along the common boundary line of the 2.8414 acre tract and the 8 986 acre tract, a distance of 30 04 feet to the common easterly corner of the 8.986 acre tract and the 2 8414 acre tract being in the westerly boundary line of Village of Oak Lake, Section 4,

THENCE, S 01° 05' 13" E, along the westerly boundary line of Village of Oak Lake, Section 4, a distance of 244 89 feet to the POINT OF BEGINNING and containing 0 1687 acres of land;

This description is based on the survey and map prepared by JNS Consulting Engineers, Inc. dated January 17, 2003

Robert L. Boelsche
Registered Professional Land Surveyor No 4446

DATE: January 17, 2003
JOB NO 262-02

JNS Consulting Engineers, Inc
11211 Katy Freeway, Suite 420
Houston, Texas 77079
(713) 973-9139

STATE OF TEXAS REGISTERED ROBERT L. BOELSCHE 4446 PROFESSIONAL LAND SURVEYOR

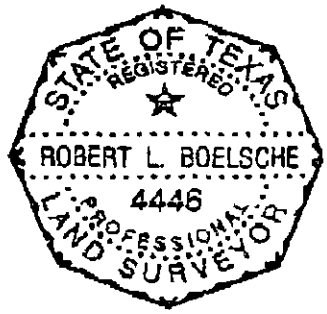
H:\Client Correspondence\262\West Airport\metes and bounds Easement 3 30 FT Wide Drainage storm sewer 01-16-03.doc

This description is based on the survey and map prepared by JNS Consulting Engineers, Inc dated January 17, 2003.

Robert L. Boelsche

Robert L. Boelsche
Registered Professional Land Surveyor No 4446

DATE January 17, 2003
JOB NO.. 262-02
JNS Consulting Engineers, Inc
11211 Katy Freeway, Suite 420
Houston, Texas 77079
(713) 973-9139



30 FOOT WIDE
DRAINAGE AND STORM SEWER
EASEMENT 5

STATE OF TEXAS
COUNTY OF FORT BEND

J. H. CARTWRIGHT, LEAGUE
ABSTRACT NO 16

DESCRIPTION

Description of a 0.1402 acre tract of land being in the J. H Cartwright League, Abstract No 16, Fort Bend County, Texas and being out of that certain 1 745 acre tract of land as described in the deed recorded under Fort Bend County Clerks' File No. 99100966, the said 0 1402 acre tract being more particularly described by metes and bounds as follows (with bearings being referenced to the monumented westerly boundary line of Village of Oak Lake, Section 5)·

COMMENCING at a 1-inch iron rod found in the westerly boundary line of Village of Oak Lake, Section 4 as recorded under Slide No. 1842A of the Fort Bend County Map Records and marking the easterly common corner of a called 2 8414 acre tract as described in the deed recorded under Fort Bend County Clerks' File No. 99100965 and a 30 foot wide strip of land as described in the deed recorded under Volume 949, Page 112 of the Fort Bend County Deed Records,

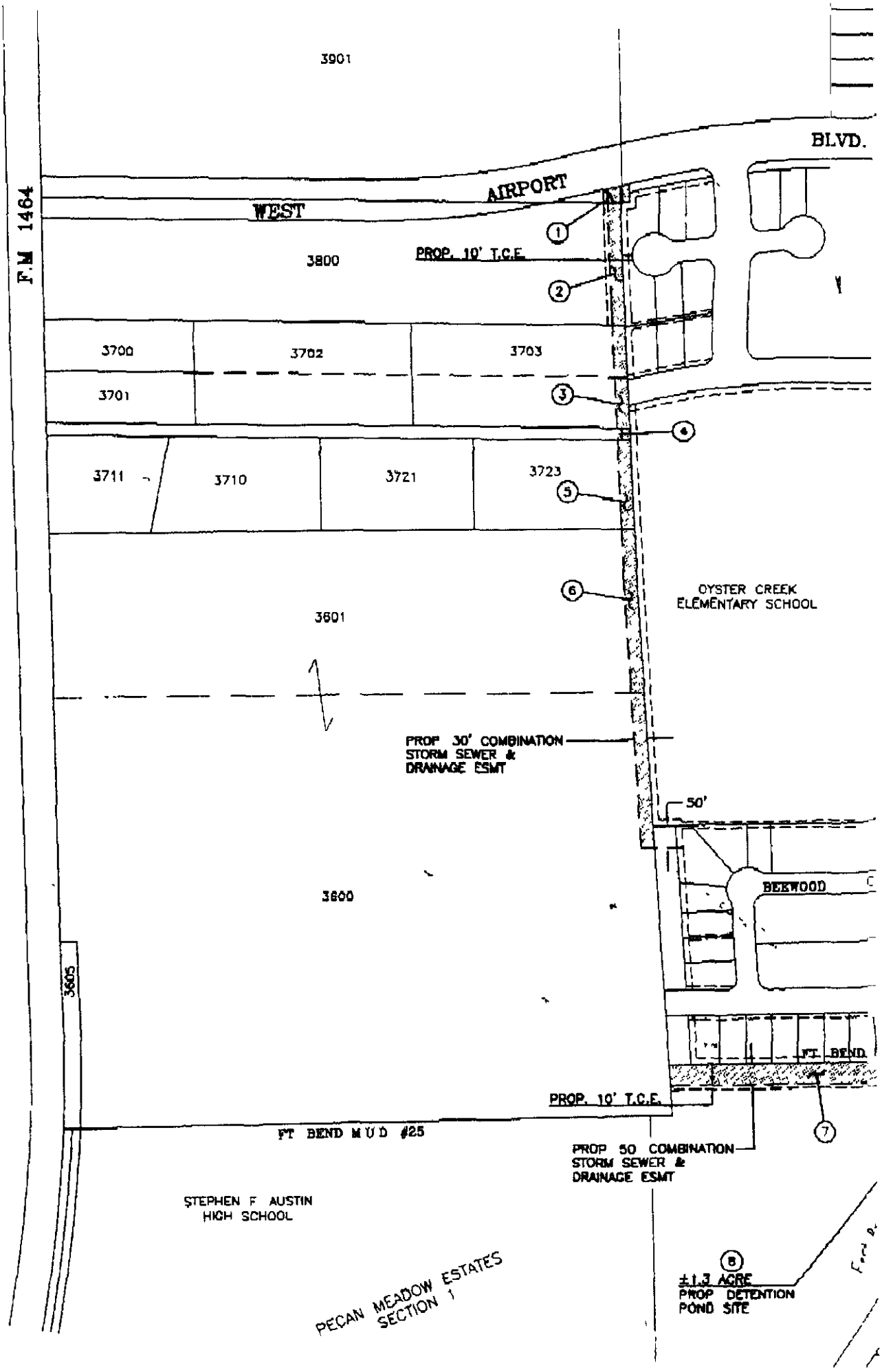
THENCE, S 01° 05' 13" E, along the westerly boundary line of Village of Oak Lake, Section 4, a distance of 30 04 feet to the common boundary line of the said 30 foot wide strip of land and the aforementioned 1 745 acre tract marking the POINT OF BEGINNING of the herein described tract of land;

THENCE, S 01° 05' 13" E, continuing along the westerly boundary line of Village of Oak Lake, Section 4, a distance of 203 40 feet to the common easterly corner of the said 1 745 acre tract and a called 43 8410 acre tract as described in the deed to Casson Enterprises, Inc. dated August 27, 1997 and recorded under Fort Bend County Clerks' File No. 9755196;

THENCE, N 89° 06' 01" W, along the common boundary line of the 1 745 acre tract and the 43 8410 acre tract, a distance of 30.02 feet to a capped 5/8-inch iron rod stamped "JNS ENGINEERS" set in the westerly line of the proposed 30 foot wide drainage and storm sewer easement,

THENCE, N 01° 05' 13" W, 30 feet from and parallel to the westerly boundary line of Village of Oak Lake, Section 4, a distance of 203.87 feet to a capped 5/8-inch iron rod stamped "JNS ENGINEERS" set in the common boundary line of the 1.745 acre tract and the aforementioned 30 foot wide strip of land,

THENCE, S 88° 12' 41" E, along the common boundary line of the 1.745 acre tract and the 30 foot wide strip of land, a distance of 30 04 feet to the POINT OF BEGINNING and containing 0 1402 acres of land;


3901
BLVD.
AIRPORT
WEST
F.M 1464
3800
PROP. 10' T.C.E.
3700
3702
3703
3701
3711
3710
3721
3723
3601
OYSTER CREEK
ELEMENTARY SCHOOL
PROP 30' COMBINATION
STORM SEWER &
DRAINAGE ESMT
50'
BEEWOOD
3600
3605
FT. BEND
PROP. 10' T.C.E.
FT BEND M U D #25
PROP 50 COMBINATION
STORM SEWER &
DRAINAGE ESMT
STEPHEN F AUSTIN
HIGH SCHOOL
PECAN MEADOW ESTATES
SECTION 1
±1.3 ACRE
PROP DETENTION
POND SITE
1
2
3
4
5
6
7
8

AS PER ORIGINAL

MEMORANDUM OF AGREEMENT

Steve and Rose Schulle
11439 FM 1464
Richmond, Texas 77469

RE: Fort Bend County Drainage Easement, 30' Water Line Easement: Property Description Parcel 4 (901 square feet) Fort Bend County, Texas,

Dear Mr & Mrs Schulle

You have indicated a willingness to sign a right of way easement on your property that is referenced above

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the acquisition of the right of way easement and process by which Fort Bend County will make payment The payment of **$414.00**, as herein agreed, will constitute full payment to be made by Fort Bend County for the right of way easement.

Fort Bend County and the owner(s) agree to the following.

(1) Until payment is made by Fort Bend County, title and possession of the property and easement interest to be conveyed to Fort Bend County remains with you. Either you or Fort Bend County shall have the right to terminate this agreement

(2) The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase, and no other promises, consideration or conditions have been signified or implied, save and except the mutual benefits to be derived by you and Fort Bend County from the signing of this agreement.

(3) Fort Bend County, without cost to the owner will pay the cost of recording all instruments conveying right of way easement to Fort Bend County

AS PER ORIGINAL

With your signing of this letter, Fort Bend County will proceed with the obtaining approval from the County Commissioners Court and issuance of a check. This company has been designated as Fort Bend County's closing agent and is responsible to see that Fort Bend County obtains clear title. They will not endorse the warrant and make payment until clear title is insured. At the same time, you have the right to withhold endorsement of the check and not accept payment until you are fully satisfied on all details of the transaction

Regards.

David Parkerson
Project Manager

Enclosures

I (We) fully understand the Fort Bend County proposal as contained in this Agreement.

STEVE SCHULLE

SSN/FEI

Date

ROSE SCHULLE

SSN/FEI

Date

30 FOOT WIDE
DRAINAGE AND STORM SEWER
EASEMENT 4

STATE OF TEXAS
COUNTY OF FORT BEND

J. H. CARTWRIGHT, LEAGUE
ABSTRACT NO 16

DESCRIPTION

Description of a 0.0207 acre tract of land being in the J H. Cartwright League, Abstract No. 16, Fort Bend County, Texas and being out of that certain 30 foot wide strip of land as described in the deed recorded under Volume 949, Page 112 Fort Bend County Deed Records, the said 0 0207 acre tract being more particularly described by metes and bounds as follows (with bearings being referenced to the monumented westerly boundary line of Village of Oak Lake, Section 5)

BEGINNING at a 1-inch iron rod found in the westerly boundary line of Village of Oak Lake, Section 4 as recorded under Slide No. 1842A of the Fort Bend County Map Records and marking the easterly common corner of the said 30 foot wide strip of land and a called 2.8414 acre tract of land described in the deed recorded under Fort Bend County Clerks' File No 99100965,

THENCE, S 01° 05' 13" E, along the westerly boundary line of Village of Oak Lake, Section 4, a distance of 30 04 feet to the common easterly corner of the said 30 foot wide strip of land and a called 1 745 acre tract described in the deed recorded under Fort Bend County Clerks' File No 99100966;

THENCE, N 88° 12' 41" W, along the common boundary line of the said 30 foot wide strip of land and the 1.745 acre tract a distance of 30 04 feet to a capped 5/8-inch iron rod stamped "JNS ENGINEERS" set in the proposed westerly line of the 30 foot wide drainage and storm sewer easement,

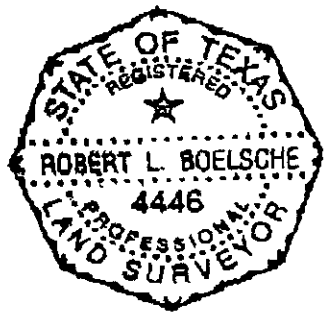
THENCE, N 01° 05' 13" W, 30 feet from and parallel to the westerly boundary line of Village of Oak Lakes, Section 4, and along the proposed westerly line of the 30 foot wide drainage and storm sewer easement, a distance of 30.04 feet to a capped 5/8-inch iron rod stamped "JNS ENGINEERS" set in the said 30 foot wide strip of land and the aforementioned 2 8414 acre tract,

THENCE, S 88° 12' 41" E, along the common boundary line of the 30 foot wide strip of land and the 2.8414 acre tract, a distance of 30 04 feet to the POINT OF BEGINNING and containing 0 0207 acres of land,

This description is based on the survey and map prepared by JNS Consulting Engineers, Inc dated January 17, 2003.

Robert L. Boelsche
Registered Professional Land Surveyor No. 4446

DATE January 17, 2003
JOB NO.. 262-02
JNS Consulting Engineers, Inc
11211 Katy Freeway, Suite 420
Houston, Texas 77079
(713) 973-9139



D-2

COUNTY OF FORT BEND

LETTER OF TRANSMITTAL

Drainage District
P. O. Box 1028 1004 Blume Rd.
Rosenberg, Texas 77471
Phone: 281/342-2863
Fax: 281/342-9130

Date: *March 19, 2003*
Attention: *Judge Hebert*
Re: *Drainage Board Agenda*

TO: *County Judge Bob Hebert*

AGENDA ITEM

FORT BEND COUNTY RECEIVED
MAR 20 2003
COUNTY JUDGE

WE ARE SENDING YOU:

COPIES:	DATE:	DESCRIPTION:
1		*Monthly Report for February 2003*

FOR APPROVAL
➡ **FOR YOUR USE**
AS REQUESTED
FOR REVIEW AND COMMENT

REMARKS: *The attached items will be placed on the March 25, 2003 Drainage Board Agenda for discussion and possible acceptance. Questions regarding the monthly report can be directed to David Jalowy at 281.342.0141*

COPY TO: *County Clerk*
County Commissioners
County Auditor
County Budget Officer
CountyAttorney

SIGNED:

DRAINAGE DISTRICT

Fort Bend County, Texas

Monthly Report
February 2003

The removal of vegetation from channels during February 2003 was accomplished by shredding and by herbicide applications. Minimal shredding was done on nineteen (19) channels that included Big Creek II-B, Cottonwood Creek II-B-24, Flewellen Ditch II-E-10, and Longpoint Slough V-B.

The application of herbicides for the year 2003 growing season began on February 10. The applications were made with tractor mounted rigs and with truck mounted computer injection applicators. The primary target was Giant Ragweed, although all actively growing annuals were affected. The early season application controls the ragweed plants in their seedling stage when they are most easily controlled. Later season applications would require higher herbicide rates and increased treatment costs with reduced effectiveness. A total of thirty-eight (38) channels that included Brookshire Creek II-F-1, Rabbs Bayou II-D, Gapps Slough II-B-2-a, and Snake Creek I-C received treatments.

The bridge crew worked on a variety of projects that included the repair of a low-water crossing across Fairchilds Creek II-B-10. The crew also assisted with the installation of drop inlet pipes into six (6) separate channels.

The excavation of Big Creek II-B continued in February where three (3) draglines combined to dig twenty-three thousand, nine hundred (23,900) cubic yards of spoil material. The draglines were assisted by the two (2) Caterpillar D-8 bulldozers.

The LinkBelt LS98A dragline completed the work on Willow Waterhole Bayou VIII-C-1 on February 20. This project was done through an interlocal agreement with the City of Stafford

The following charts indicate which projects received work during February 2003 and which equipment was assigned to each.

Engineering/Administration: P O Box 1028 • 1004 Blume Road • Rosenberg, Texas 77471 • (713) 342-2863
Construction/Maintenance: 1022 Blume Road • Rosenberg, Texas 77471 • (713) 342-0141

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1.	AYLOR DITCH II-NN	
	D766-2002 CAT D3GLGP	2/14, 2/17-2/18, 2/20
2.	BIG CREEK II-B	
	D624-CATERPILLAR D5H LGP DOZER	2/24-2/28
	D654 NW 95-70 DRAGLINE	2/3, 2/10-2/14, 2/17-2/21, 2/24-2/26
	D663-D5H WIDE TRACK	2/10
	D681-CASE 590 LOADER	2/19
	D715-CAT D8R	2/3, 2/5-2/7, 2/17-2/20, 2/24, 2/28
	D716-CAT D8R	2/3-2/7, 2/10-2/13, 2/17-2/21, 2/24-2/25
	D736-CAT 12H MOTORGRADER	2/12
	E133-NORTHWEST 41AIR DRAGLINE	2/3-2/7, 2/10-2/14, 2/17-2/20, 2/24
	E135-NORTHWEST 9570 DRAGLINE	2/7-2/7, 2/14-2/14, 2/21-2/21, 2/24-2/25
3.	BIG CREEK BYPASS II-B ALT	
	D736-CAT 12H MOTORGRADER	2/12-2/14
4.	BULLHEAD SLOUGH II-L	
	D759-2002 LINK-BELT 290LX XVTR	2/12-2/13
5.	CITY OF ROSENBERG ROSENBERG	
	D699-KOMATSU D65	2/3-2/4, 2/6-2/7
	D759-2002 LINK-BELT 290LX XVTR	2/3-2/7
6.	COON CREEK II-B-3	
	D700-KOBELIO SK220	2/7, 2/10-2/11
7.	COW CREEK II-A	
	D700-KOBELIO SK220	2/12-2/14
	E531-CASE 450	2/4-2/6
8.	COW CREEK II-A-5	
	D700-KOBELIO SK220	2/17-2/20
9.	DRY CREEK II-B-2	
	D624-CATERPILLAR D5H LGP DOZER	2/3-2/5, 2/7, 2/10-2/11, 2/17-2/21
	D663-D5H WIDE TRACK	2/3-2/4, 2/7
	D681-CASE 590 LOADER	2/28-2/28
	D766-2002 CAT D3GLGP	2/28-2/28
	E531-CASE 450	2/20-2/21
10.	DUTCH JOHN CREEK II-B-1	
	D678-SK220 MFD	2/3-2/7, 2/10-2/11, 2/13-2/14, 2/17-2/20
	D681-CASE 590 LOADER	2/25-2/26
	D699-KOMATSU D65	2/7, 2/10-2/14, 2/17-2/19, 2/24-2/26, 2/
	D753-2001 CAT D6M TRCTR W/DOZR	2/3-2/7, 2/10-2/14, 2/17-2/20, 2/24-2/25

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

11.	FAIRCHILDS CREEK II-B-10	
	D681-CASE 590 LOADER	2/4-2/5
	D699-KOMATSU D65	2/4
	D700-KOBELIO SK220	2/4-2/5
	D759-2002 LINK-BELT 290LX XVTR	2/24-2/28
12.	LONGPOINT SLOUGH V-B	
	D759-2002 LINK-BELT 290LX XVTR	2/7, 2/10-2/11
13.	ROAD AND BRIDGE DEPARTMENT ROAD&BRIDGE	
	D759-2002 LINK-BELT 290LX XVTR	2/4-2/5
14.	THEATRE DITCH II-B-2-e	
	D700-KOBELIO SK220	2/26
15.	TURKEY CREEK I-D	
	D700-KOBELIO SK220	2/24-2/25, 2/27
16.	TURKEY CREEK II-A-2	
	E531-CASE 450	2/6, 2/19
17.	WILLOW FORK OF BUFFALO BAYOU V-A	
	D661-LINKBELT LS98A	2/10-2/14, 2/24, 2/26-2/27
	D759-2002 LINK-BELT 290LX XVTR	2/19-2/21, 2/24
18.	WILLOW WATERHOLE VIII-C-1	
	D661-LINKBELT LS98A	2/3-2/5, 2/7, 2/17-2/20

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

1.	AYLOR DITCH II-NN	
	D710 - NH TS100	2/20
2.	BIG CREEK II-B	
	D594-JOHN DEERE 2555	2/5, 2/12
	D595-JOHN DEERE 2555	2/5
	D710 - NH TS100	2/5, 2/12-2/13
	D713-JD 6110	2/20
	D724 - RHINO FL15	2/25-2/26, 2/28
3.	BRAZOS RIVER II-GG	
	D571-CASE IH 695 MFD	2/3-2/4
	D626-6200JD MFWD TRACTOR	2/3-2/4
	D680-6200 MFD	2/3-2/4
	D732 - JD 4WD TOP TRACTOR	2/3
4.	BRAZOS RIVER II-GG-1	
	D571-CASE IH 695 MFD	2/3
	D626-6200JD MFWD TRACTOR	2/3
	D680-6200 MFD	2/3
	D732 - JD 4WD TOP TRACTOR	2/3
5.	BRAZOS RIVER II-QQ	
	D571-CASE IH 695 MFD	2/3
	D732 - JD 4WD TOP TRACTOR	2/3
6.	COON CREEK II-B-3-g-1	
	D645-1995 FORD 5640 4WD SLPMWR	2/14
	D763-2002 JD 6220 TRACTOR	2/14
7.	COTTONWOOD CREEK II-B-24	
	D645-1995 FORD 5640 4WD SLPMWR	2/3-2/5, 2/11-2/13, 2/17
	D763-2002 JD 6220 TRACTOR	2/3-2/5, 2/11-2/13, 2/17
8.	COW CREEK II-A	
	D702-JD 6110	2/11
9.	DRY CREEK II-B-2-1	
	D595-JOHN DEERE 2555	2/12
10.	FLEWELLEN DITCH II-E-10	
	D571-CASE IH 695 MFD	2/4-2/5
	D626-6200JD MFWD TRACTOR	2/4-2/5
	D680-6200 MFD	2/4-2/5
	D723 - RHINO FL15	2/4
	D732 - JD 4WD TOP TRACTOR	2/5, 2/7

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

11.	GUYLER DITCH II-BB	
	D594-JOHN DEERE 2555	2/5
	D770-2002 JD 6220 TRACTOR	2/5-2/5
12.	JONES CREEK II-E-1	
	D571-CASE IH 695 MFD	2/4
	D626-6200JD MFWD TRACTOR	2/4
	D680-6200 MFD	2/4
	D732 - JD 4WD TOP TRACTOR	2/4
13.	JONES CREEK (ANDRUS CREEK) II-E-5	
	D571-CASE IH 695 MFD	2/4
	D680-6200 MFD	2/4
	D732 - JD 4WD TOP TRACTOR	2/4
14.	JONES CREEK (ROSENBUSH DITCH) II-E-6	
	D626-6200JD MFWD TRACTOR	2/4
15.	LONGPOINT SLOUGH V-B	
	D618-6200MFWD TRACTOR	2/3-2/4, 2/6
	D710 - NH TS100	2/14
	D748-JD 4WD TOP TRACTOR	2/3
	D764-2002 JD 6220 TRACTOR	2/3-2/4
	E243-FORD 6610 SLOPEMOWER	2/6
16.	RABBS BAYOU II-D	
	E127-JOHNDEERE 350C SLOPEMOWER	2/10
17.	SNAKE CREEK I-C	
	D641 1995 JD 6200 TRACTOR	2/18
	D701-JD 6110	2/3
	D747-2001 JD 6210 TRACTOR	2/3
18.	SUGARLAND IND. DITCH II-DD	
	D571-CASE IH 695 MFD	2/3
	D626-6200JD MFWD TRACTOR	2/3
	D680-6200 MFD	2/3
	D732 - JD 4WD TOP TRACTOR	2/3
19.	TURKEY CREEK II-A-2	
	D713-JD 6110	2/17

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

1.	AYLOR DITCH II-NN	
	D640-JD SKIDDER W/CIBOLO SWING	2/13
2.	BRAZOS RIVER II-AA	
	D719-4WD FORD SPRAY TRUCK	2/19
3.	BROOKSHIRE CREEK II-F-1	
	D596-JOHN DEERE 2555	2/11, 2/18-2/19
	E525-HESSTON 7066 SLOPEMOWER	2/11, 2/13, 2/18-2/19
4.	BROOKSHIRE CREEK II-F-1-d	
	E525-HESSTON 7066 SLOPEMOWER	2/11, 2/13
5.	COTTONWOOD CREEK II-B-24	
	D584-89FORDF700(52493)	2/12
6.	COW CREEK II-A	
	D569-CASE IH 695 2 WD	2/10, 2/12-2/13, 2/18-2/19
	D664 - 96 FORD F350 4WD(SPRAY)	2/18
	D702-JD 6110	2/12-2/13, 2/19
7.	COW CREEK II-A-5	
	D569-CASE IH 695 2 WD	2/20
	D702-JD 6110	2/20
8.	DEER CREEK II-B-5	
	D584-89FORDF700(52493)	2/19
9.	DRY BRANCH I-E	
	D719-4WD FORD SPRAY TRUCK	2/11, 2/13
10.	DRY CREEK II-B-2	
	D616-6200MFWD TRACTOR	2/10-2/13
	D664 - 96 FORD F350 4WD(SPRAY)	2/12, 2/19-2/20
	E514-HESSTON SPRAYER	2/13-2/13
11.	DUTCH JOHN CREEK II-B-1	
	D616-6200MFWD TRACTOR	2/18
	E514-HESSTON SPRAYER	2/13, 2/18
12.	DUVAL DITCH II-J	
	D640-JD SKIDDER W/CIBOLO SWING	2/10-2/12
13.	DUVAL DITCH II-J-1	
	D640-JD SKIDDER W/CIBOLO SWING	2/12

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

14.	DUVAL DITCH II-J-2	
	D640-JD SKIDDER W/CIBOLO SWING	2/11
15.	DUVAL DITCH II-J-6	
	D640-JD SKIDDER W/CIBOLO SWING	2/12
16.	EAST BERNARD DITCH I-G	
	D719-4WD FORD SPRAY TRUCK	2/11
17.	FULSHEAR CREEK II-F	
	D596-JOHN DEERE 2555	2/19-2/20
	D640-JD SKIDDER W/CIBOLO SWING	2/19-2/20
	E525-HESSTON 7066 SLOPEMOWER	2/19-2/20
18.	GAPPS SLOUGH II-B-2-a	
	D616-6200MFWD TRACTOR	2/18-2/20
	E514-HESSTON SPRAYER	2/18-2/19
19.	GAPPS SLOUGH II-B-2-a-2	
	D616-6200MFWD TRACTOR	2/18
	E514-HESSTON SPRAYER	2/18
20.	GUYLER DITCH II-BB	
	D640-JD SKIDDER W/CIBOLO SWING	2/13, 2/18
21.	HADY CREEK II-F-2	
	D640-JD SKIDDER W/CIBOLO SWING	2/18-2/19
	D719-4WD FORD SPRAY TRUCK	2/19
22.	HADY CREEK II-F-2-b	
	D640-JD SKIDDER W/CIBOLO SWING	2/18
23.	JACKSON DITCH I-H	
	D719-4WD FORD SPRAY TRUCK	2/11
24.	MIDDLE BAYOU II-D-1	
	D719-4WD FORD SPRAY TRUCK	2/20
	E122-JOHNDEERE 350C SLOPEMOWER	2/20
25.	RABBS BAYOU II-D	
	D719-4WD FORD SPRAY TRUCK	2/20
	E122-JOHNDEERE 350C SLOPEMOWER	2/10-2/13, 2/18-2/19
	E127-JOHNDEERE 350C SLOPEMOWER	2/13-2/13, 2/18-2/20
26.	RABBS BAYOU II-D-4	
	E122-JOHNDEERE 350C SLOPEMOWER	2/13

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

27.	SEABOURNE CREEK II-B-4	
	D641 1995 JD 6200 TRACTOR	2/13
28.	SNAKE CREEK I-C	
	D569-CASE IH 695 2 WD	2/13, 2/18-2/20
	D595-JOHN DEERE 2555	2/13, 2/18-2/20
	D596-JOHN DEERE 2555	2/12
	D641 1995 JD 6200 TRACTOR	2/19
	E517-MF 283 SLOPEMOWER	2/19
29.	SNAKE CREEK I-C-11	
	D641 1995 JD 6200 TRACTOR	2/20
30.	SNAKE CREEK I-C-12	
	D569-CASE IH 695 2 WD	2/19
31.	SNAKE CREEK I-C-12-a	
	D595-JOHN DEERE 2555	2/19
32.	SNAKE CREEK I-C-13	
	D641 1995 JD 6200 TRACTOR	2/19
	E517-MF 283 SLOPEMOWER	2/19
33.	TURKEY CREEK I-D-8	
	D719-4WD FORD SPRAY TRUCK	2/13
34.	TURKEY CREEK II-A-2	
	D664 - 96 FORD F350 4WD(SPRAY)	2/12-2/13, 2/18
35.	TURKEY CREEK II-A-2-a	
	E514-HESSTON SPRAYER	2/20
36.	TURKEY CREEK II-A-2-c	
	D664 - 96 FORD F350 4WD(SPRAY)	2/13
37.	WATERS LAKE BAYOU II-C-1	
	D664 - 96 FORD F350 4WD(SPRAY)	2/20
38.	WEST SIMONTON DITCH II-YY	
	D719-4WD FORD SPRAY TRUCK	2/19

FORT BEND COUNTY

AGENDA ITEM

COMMISSIONERS COURT AGENDA REQUEST FORM

Drainage

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/17/2003	SUBMITTED BY:	AGENDA #
	DEPARTMENT: Tax Assessor/Collector	
COURT AGENDA DATE: 3/25/2003	PHONE NO.: 281-341-3735	D-3

SUMMARY OF ITEM: Take all appropriate action to approve property tax exemptions for the 2003 tax year:

1. Homestead Exemption: $5,000 or 20 Percent (whichever is greater)
2. Over Age 65 Exemption: $100,000
3. Disabled Person Exemption: $100,000

Taxpayer can request either Over Age 65 Exemption or Disabled Person Exemption, but not both

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

LIST SUPPORTING DOCUMENTS ATTACHED.

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. 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:

Received Copy.

FORT BEND CENTRAL APPRAISAL DISTRICT
2801 B.F. TERRY BLVD.
ROSENBERG, TEXAS 77471-5600
PHONE (281) 344-8623 FAX (281) 344-8632

2003 Exemptions

Tax Jurisdiction: Fort Bend County Drainage District

HS Exemption Amount: $5,000 or 20 Percent (whichever is greater)

OA Exemption Amount $100,000

DP Exemption Amount: $100,000

I certify that the above reflects the 2003 year exemptions that will be granted by the named jurisdiction.

Signature
Robert E. Hebert, County Judge

March 25, 2003
Date

MARSHA P. GAINES
Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx.us

FORT BEND COUNTY
MAR 11 2003
COUNTY JUDGE

March 10, 2003

Fort Bend County General Fund
Fort Bend Drainage
Honorable Robert Hebert
Fort Bend County Judge
VIA Inter Office mail

RE: *2003 Local Option Exemptions*

Dear Honorable Judge Robert Hebert:

Fort Bend Central Appraisal District is preparing for the 2003 Tax Year. Attached is a 2003 Exemption Reporting form CAD needs this information before they issue 2003 Appraisal Notices and are requesting that we provide the information no later than **April 11, 2003**. Please ask your Board, Council or Court to review and vote on these local option exemptions at their next meeting. Once this is accomplished, please fill in the CAD form and return to my attention as I need a copy for my records. I will forward the form to CAD. I will also need a copy of the minutes of the meeting adopting or denying the exemptions when they have been prepared. Below I have listed the exemptions **currently offered** taxpayers in your district.

Homestead Exemption: 20% or 5,000 (which ever is greater)

Taxpayer can have either Over Age or Disabled but not both.

Over Age Exemption: 100,000

Disabled Person Exemption: 100,000

If you have any questions, please contact me at 281-341-3735.

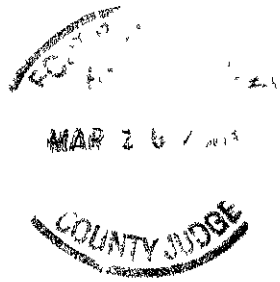
Sincerely,

Patsy Schultz

Patsy Schultz
Director of Assessing and Collecting Property Tax
Fort Bend County

STATEMENT, EQUAL EMPLOYMENT OPPORTUNITY STATEMENT·
FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

MEMORANDUM



TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: ***Please sign the attached contract approved in Commissioners Court on 3/25/03. Thank you.***

DATE: **March 26, 2003**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

3/25/03
#45-A

Received Copy.

INVITATION FOR BIDS

PURCHASE OF NEW RUBBER TIRED ASPHALT PAVING MACHINE FOR FORT BEND COUNTY

BID #03-051

ISSUED BY: THE FORT BEND COUNTY PURCHASING AGENT ON 2/26/03

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids, for purchase of new rubber tired asphalt paving machine for Fort Bend County, as described on the attached specifications, will be received in the Office of the County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471 until **1:30 P.M. (LOCAL TIME) THURSDAY, MARCH 13, 2003.** All bids will then be opened and publicly read in the Office of the County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas. Bids received after the specified time will be returned unopened.

MUSTANG TRACTOR & EQUIPTMENT
LEGAL NAME OF CONTRACTING COMPANY

74-1171129
FEDERAL I.D # (Company or Corporation)

SOCIAL SECURITY # (Individual)

713-460-7222
TELEPHONE NUMBER

713-690-2287
FACSIMILE NUMBER

LEON WILLIAMS
CONTACT PERSON

SALES REP.
TITLE

BOX 1373 HOUSTON TX 77251-1373
COMPLETE MAILING ADDRESS CITY & STATE ZIP CODE

12800 N.W. FWY HOUSTON TX 77040
COMPLETE STREET ADDRESS CITY & STATE ZIP CODE

A. SCOPE:

It is the intent of Fort Bend County to purchase one (1) or more new self-propelled rubber tire asphalt paving machine. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid, and must meet or exceed the specifications contained herein.

B. DELIVERY:

Delivery must be completed within seventy-five (75) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of order.

C. BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

D. REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

1. **Make and Model:** Must be new current production.

   CATERPILLAR AP1000B

2. **Engine:**

   a. Diesel 174 horsepower minimum

      meets spec

   b. Turbocharged and aftercooled.

      meets spec

   c. 403 cubic inch minimum.

      meets spec

INITIALS OF BIDDER: JLW

D. REQUIRED EQUIPMENT (cont'd):

d. 70 gallon minimum fuel tank.

Meets Spec

e. Transverse mounted engine.

Meets Spec

f. All hydraulic pumps direct connected to the engine accessible from ground level.

Meets Spec

g. Belts to drive hydraulic pumps are not allowed.

Meets Spec

3. **Electrical:**

a. 24 volt, (2-12 volt) maintenance free batteries.

Meets Spec

b. Wiring shall be color coded and numbered every 2 inches.

Meets Spec

c. Wiring shall be nylon wrapped with soldered connections.

Meets Spec

d. Circuit breakers for all electrical circuits.

Meets Spec

e. Work lights: 2 forward; 2 rear.

Meets Spec

f. Hazard light, amber.

Meets Spec

g.

Meets Spec

INITIALS OF BIDDER: LW

D. REQUIRED TRUCK EQUIPMENT (cont'd):

4. **Hydraulic Truck Hitch.**

meets spec

5. **Propel System:**

a. Hydrostatic, 4 speed ranges, 2 low and 2 high.

meets spec

b. Speeds from 0 to 14.5 mph.

meets spec

c. Foot operated deceleration pedal.

meets spec

d. Closed loop system with speed sensors for each wheel.

meets spec

e. Steering/propulsion controller that makes correction based on speed and direction.

meets spec

f. Propulsion controller with provide diagnostic capability.

meets spec

g. Backup alarm.

meets spec

h. Inside turning radius shall not exceed 9' 6".

meets spec

6. **Tires:**

a. Rear: 1800 x 25 sand rib hydroinflated.

meets spec

INITIALS OF BIDDER: LW

D. REQUIRED TRUCK EQUIPMENT (cont'd):

b. Front· 16" wide x 22".

Meets Spec

7. **Operators Station:**

a. One (1) seat with sliding console for left or right side operation.

Meets Spec

b. Gauges: fuel, engine oil, hydraulic oil temperature, water temperature, battery charging, hour meter, tach/foot per minute indicator, hydraulic oil filter indicator light, propel system status light, and feeder system status light.

Meets Spec

c. Lights and audible alarm for high hydraulic oil temperature, low hydraulic oil level, low engine oil pressure and high coolant temperature.

Meets Spec

8. **Brakes:**

a Dynamic braking plus spring applied hydraulic released brakes on each wheel.

Meets Spec

b. Brake interlock to neutralize propel pump to prevent driving through and damaging the brakes.

Meets Spec

9. **Steering:**

a. Machine controlled by steering wheel which operates independent of speed control.

Meets Spec

b Dual path control to insure equal speed to each wheel.

Meets Spec

INITIALS OF BIDDER: LW

D. REQUIRED TRUCK EQUIPMENT (cont'd):

c. Steer assist to slow drive wheel on one side and speed up the other according to steering demands.

meets spec

d. Steering cylinder shall be mounted about Bogey shaft, Bogey shaft 5" minimum.

meets spec

10 **Material Handling System:**

a. 215 cubic foot minimum hopper, 126" wide truck entry.

meets spec

b. Material feeders shall have independent drives mounted outboard of main frame.

meets spec

c. Feeder chains shall be heavy duty roller bushed.

meets spec

d. Heavy duty forged flight bars minimum 21" long x 1.3" thick x 2.5" wide.

meets spec

e. Central lube system for feeder bearings.

meets spec

f. Augers shall be minimum 16" diameter bolt on cast Ni-Hard steel with 12" pitch.

meets spec

g. Adjustable auger height of 6/75" without raising machine.

meets spec

INITIALS OF BIDDER: LW

D. REQUIRED TRUCK EQUIPMENT (cont'd):

h. Material feed shall have a controller which provides the operator the ability to set the ratio of feeder speed to auger speed on both sides of the machine independently to provide total material control.

meets spec

i. Controller shall have diagnostic capability for maintenance and troubleshooting.

meets spec

j. Material flow will be controlled by gateless feeders

meets spec

k. Each feeder and auger shall be capable of automatic, manual overide, or off modes, controlled by switches at the operators station.

meets spec

l. Sonic auger/feeder control system.

meets spec

11. **Screed:**

a. Hydraulic extendable screed, 10' basic extends to 19'-6" with rear mounted extenders, 18" wide screed plates.

meets spec

b. Capable of paving widths to 24'-2" with two (2) 2'-4" screed extension, four (4) 1' auger extensions and four (4) 1 mainframe extensions.

meets spec

c. Automatic screed heater system, thermostatically controlled to keep screed plates at a consistent temperature throughout the day.

meets spec

INITIALS OF BIDDER LW

D. REQUIRED TRUCK EQUIPMENT (cont'd):

d. Power crown, slope and height adjustments.

Meets Spec

e. Fume ventilation system.

Meets Spec

a. Washdown system, includes self storing reel, 30' hose, spray gun and quick connector.

Meets Spec

b. One (1) umbrella.

Meets Spec

c. Basic grade and slope control, premier type, includes two (2) control stations, slope sensors, cables and two (2) sets of mounting hardware.

Meets Spec

d. Proportional wand type grade controller sensor, cable, jack and extension beam, two (2) required.

Meets Spec

e. 40' outboard leveler including mounting hardware.

Meets Spec

f. Cutoff shoes.

Meets Spec

12. **Paver Dimensions:**

a. 41,500# minimum.

Meets Spec

INITIALS OF BIDDER: LW

D. REQUIRED TRUCK EQUIPMENT (cont'd):

b. Overall length with hydraulic extendable screed, maximum of 23'-10"

Meets Spec

c. 10'-11" maximum width.

Meets Spec

d. Overall height maximum of 11'-1".

Meets Spec

e. Wheelbase 100" minimum.

Meets Spec

13. **Manuals:** All necessary instructional, parts and service manuals.

Meets Spec

14. **Warranty:** Twelve (12) months, 100% parts, labor and travel time.

Meets Spec

15. **Training:** Provide two (2) days, 8 hours each day of on-site training.

Meets Spec

E. ENCLOSURES:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1 - General Requirements.

2. Enclosure #2 - Purchase Order Terms and conditions.

INITIALS OF BIDDER: LW

F. OPTIONAL FEATURE: Please state cost for option (+ or -).

Warranty: Twenty-four (24) months, 100% parts, labor and travel time. $+2480.00

G. BID PRICE:

Total unit bid price for one (1) rubber tired asphalt paving machine, without optional feature, F.O.B. point of delivery, Fort Bend County, Texas:

$262,591.00

INITIALS OF BIDDER: LW

CONTRACT SHEET

RECORDED ON 4-11-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the ~~12TH~~ 25th day of MARCH, 20 03, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and MUSTANG TRACTOR (hereinafter designated Contractor)
(company name)

WITNESSETH

The Contractor and the County agree that the bid and specifications for the **Rubber tired asphalt paving machine** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 25th day of March 20 03

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: LEON WILLIAMS SALES REP.
Printed Name and Title

INITIALS OF BIDDER: LW

3-25-03
#45 - D - 2

PAGE: 19 EPS PRINTED RXPR REQUISITION WORKSHEET DATE. 03/13/03 TIME. 21:43:34

REQUISITION NUMBER: 03600007405 REQ LINES: 1 EST AMT: 46,190.61 REQ TYPE: LAST PRINT: 03/13/03

H E A D E R :

SUGGESTED VENDOR CODE: 760484797
VENDOR NAME: MARK III SYSTEMS, INC
ADDRESS: 6575 WEST LOOP SOUTH, STE 675
BELLAIRE TX 77401

CONTACT: CURTIS WHITE ,CELL713-320-6064
PHONE: 713-664-9850

SHIP TO: 36 MANAGEMENT INFORMATION SYSTEMS
500 LIBERTY, STE 212
RICHMOND TX 77469

BILL TO: 36 MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469

REQ BY: DARLEAN SWALLERS RESP PERSON: J. C. WHITTEN WHSE LOC: RX DATE: 03/13/03
REQ PHONE #. 341-4570 DEL DATE: 03/20/03

FUND: 010 AGENCY 036 ORG/SUB-ORG: 0360/ OBJ/SUB-OBJ: 4010 ACTIVITY: 1000 NOTE FLAG:

L I N E I T E M S :

1- RX LINE: 001 COMM CODE: 207 BUYER: 02 CINDY MORALES STATUS: AFZ
QUANTITY: 1 00 U/M: EA EST ORIG UNIT COST. 46190.610000 EST TOTAL COST: 46190.61
MFG NUMBER NAME: TEXT FLAG: Y
DESCRIPTION: IBM MAINTENANCE FOR ALL IRM HARDWARE, PLUS OS/400 SUPPORT

TEXT LINE (DOES NOT INCLUDE THE F80)

(03/01/03 - 02/29/04)

**SERVICES PURCHASED FROM IBM BUSINESS PARTNER, BUT HARDWARE AND
SOFTWARE SUPPORT PROVIDED BY IBM

add to PO

" QISW approved CC 3/25/03"

Revised Copy

Date: 3/11/03

Fax - Mail - Po to Dept. - Vendor Pick Up

Buyer Name: Angie

Buyer #: 05

Requisition #: RX 0360-7405

County Department: MIS

Purchase Order #: _____

Requested Delivery Date: 3/20/03

Vendor #1	Vendor #2	Vendor #3
Name: Mark III	Name: Sirius Computer	Name: IBM Direct
Ph/Fx #: 713-6604-9850	Ph/Fx #: 210-369-8060	Ph/Fx #:
1. $ 46,190.01	1. $ 46,348.00	1. $ 58,463.64
2. $	2. $	2. $
3 $	3. $	3. $
4. $	4. $	4. $
5. $	5. $	5. $
Total All 46,190.01	Total All 46,348.00	Total All 58,463.64
Date of Delivery: —	Date of Delivery: —	Date of Delivery: —
Notes	Notes	Notes

COUNTY ATTORNEY
Fort Bend County, Texas

03-19-03A10.36 RCVD

BEN W "Bud" CHILDERS
County Attorney

(281) 341-4555
Fax (281) 341-4557

MEMORANDUM

DATE: March 18, 2003

TO: Angela Rincon,
Buyer, Purchasing Department

CC: Carol Holub,
Applications & Systems Director, MIS

FROM: Mary E. Reveles,
Assistant County Attorney

RE: Mark III Systems – G210AYBT

Please be advised I have reviewed the enclosed agreement submitted to me by Carol Holub in the MIS Department The agreement is approved as to legal form.

Please process in your usual manner.

Please do not hesitate to contact me should the need arise.

/mer

AS PER ORIGINAL

IBM. Statement of Work for Services Acquired from an IBM Business Partner

ServiceSuite

1. Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines"). We will identify the Eligible Machines, and the Services that apply to them, in a Schedule to this Statement of Work. The Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

These Services are available for Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

2. Contract Period

Start Date: 03/01/2003 End Date: 02/29/2004

Eligible Machines, Specified Locations, or new Services added to this Statement of Work following its Start Date will assume the remaining portion of the existing contract period.

Renewal Contract Period (years): 0

We will renew the Services that apply for each Specified Location on the Contract Period End Date for the number of years (called the "Renewal Contract Period") specified above. Thereafter, we will automatically renew for the same length periods unless you notify us and your IBM Business Partner in advance of your desire to change the length of the renewal. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their decision not to renew.

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM agreement for Services Acquired from an IBM Business Partner (or any equivalent agreement in effect between us) identified below.

Agreed to: (Customer Name)
Fort Bend County - MIS

By

Authorized signature

Name (type or print):

Date:

Customer Company address:
500 Liberty , Suite 212
Richmond TX 77469
Mr Carol Habib

Telephone number

Billing address:
500 Liberty, Suite 212
Richmond TX 77469
Ms. Carol Habib

Agreed to:
International Business Machines Corporation

By

Authorized signature

Name (type or print): Angela Wilson

Date: 3-20-03

Statement of Work number:
Agreement number:
IBM ServiceAgreement number: G210AYBT

Customer number:

IBM address:
4111 Northside Parkway
Atlanta GA

After signing, please return a copy of this Statement of Work to the "IBM address" shown above.

AS PER ORIGINAL

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the ServiceSuite Services as described in your and users Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM Agreement for Services acquired from an IBM Business Partner (or any equivalent agreement signed by both of us and identified below).

Customer Name and Billing Address:

Fort Bend County - MIS
500 Liberty, Suite 212
Richmond TX 77469
Mr. Chris Hollis

Agreement No:
Statement of Work No:
IBM ServiceAssistant No: G210AYBT
Associated Contract No:
Associated Contract Start Date:
Customer No:
Revised Schedule (Yes/No) No
Schedule Effective Date: 03/01/2003

Business Partner Name and Address:

Rick III Systems
8878 West Loop South
Suite 675
Bellaire TX 77401

ASPID No: 4589724

Charge Period:
Start Date: 03/01/2003
End Date. 02/29/2004

The parties need not sign this Schedule, unless either of us requests it.

Agreed to:
Fort Bend County - MIS

By _____
Authorized signature

Name (type or print):

Date:

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

Name (type or print):

Date: 3-20-03

AS PER ORIGINAL

IBM. Statement of Work for Services Acquired from an IBM Business Partner

ServiceSuite

1. Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines"). We will identify the Eligible Machines, and the Services that apply to them, in a Schedule to this Statement of Work. The Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

These Services are available for Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

2. Contract Period

Start Date: 03/01/2003 End Date: 02/29/2004

Eligible Machines, Specified Locations, or new Services added to this Statement of Work following its Start Date will assume the remaining portion of the existing contract period

Renewal Contract Period (years): 0

We will renew the Services that apply for each Specified Location on the Contract Period End Date for the number of years (called the "Renewal Contract Period") specified above. Thereafter we will automatically renew for the same length periods unless you notify us and your IBM Business Partner in advance of your desire to change the length of the renewal. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their decision not to renew.

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM agreement for Services Acquired from an IBM Business Partner (or any equivalent agreement in effect between us) identified below.

Agreed to: (Customer Name)
Fort Bend County - MIS

By: [signature]
Authorized signature

Name (type or print):

Date:

Customer Company address:
500 Liberty, Suite 212
Richmond TX 77469
Ms Cheryl Heaton

Telephone number

Billing address:
500 Liberty, Suite 212
Richmond TX 77469

Agreed to:
International Business Machines Corporation

By: [signature]
Authorized signature

Name (type or print): Angela Wilson

Date: 3-20-03

Statement of Work number:
Agreement number:
IBM Services/Solutions number: G210AZ56

Customer number:

IBM address:
4111 Northside Parkway, L66H1B
Atlanta GA 30327

After signing, please return a copy of this Statement of Work to the "IBM address" shown above.

AS PER ORIGINAL

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in your end users Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM Agreement for Services acquired from an IBM Business Partner (or any equivalent agreement signed by both of us and identified below)

Customer Name and Billing Address:

Fort Bend County - MIS
[illegible]
Richmond TX 77469

Agreement No:
Statement of Work No:
IBM Services Associate No: GZ10AZ58
Associated Contract No:
Associated Contract Start Date:
Customer No:
Revised Schedule (Yes/No): No
Schedule Effective Date: 03/01/2003

Business Partner Name and Address:

[illegible]
[illegible] West Loop South, Suite 675
Houston TX 77027

ASFID No: 2497518

Charge Period:
Start Date: 03/01/2003
End Date: 02/28/2004

The parties need not sign this Schedule, unless either of us requests it.

Agreed to:
Fort Bend County - MIS

By _____
Authorized Signature

Name (type or print):

Date:

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

Name (type or print):

Date: 3-20-03



QUOTATION

Quote # 030303
Date 03 03 03

Account Rep Khan Ozol
(713) 664-9850
(713) 664-9860 - FAX
khan.ozol@markilsys.com

Customer	Ship To
Carol Holub Fort Bend County - MIS 500 Liberty Suite 212 Richmond, TX 77469	Carol Holub Fort Bend County - MIS 500 Liberty, Suite 212 Richmond, TX 77469

Contract Information
Contract Start Date 03/01/2003
Contract Stop Date 02/29/2004
Charge Period Start Date 03/01/2003
Charge Period Stop Date One year from Contract Start Date (N/A to prepay or associated contract)
Price Reference Date 03/01/2003
Prepay Effective Date. 03/01/2003
Billing Preference Prepay Price Protection for Contract Period Prepay

12 IL-SERVICESUITE

Maintenance

Cust Nbr	Mfr	Description	Type	Mod/ Feat	Serial/PO	Qty	#	IBM Charge*	Fort Bend Prices	Code	SRC	Charge From Date	Charge To Date
2296808	IBM	S/390 ONE-WAY PROCESSOR	2003	206	50025	1	B	$18 337 39	$15,493 62	H	I		
				606		1					I		
				1620		32					I		
2385722	IBM	PSERIES 610	7028	6E1	00001360A	1	B	$1 361 06	$1,149 99	W	I	07/01/2003	
3454112	OEM	PRINTRONIX MVP 150C	4399	P18	3013279	1	B	$1 296 54	$1 095 47	H	I		
3454232	IBM	ESTABLISHMENT CONTROLLER	3174	01L	0000K4126	1	B	$512 54	$433 06	H	I		
				1012		1					I		
				1046		1					I		
				3025		1					I		
				3103		3					I		
	IBM	ESTABLISHMENT CONTROLLER	3174	01R	0000C5219	1	B	$243 04	$205 35	H	I		
				3103		4					I		
	IBM	ESTABLISHMENT CONTROLLER	3174	13R	0000N3942	1	B	$393 96	$332 86	H	I		
				1056		1					I		
				3103		4					I		
	IBM	MAGNETIC TAPE SUBSYSTEM	3490	F11	0000F2821	1	B	$2,159 36	$1,824 48	H	I		
	IBM	MAGNETIC TAPE SUBSYSTEM	3490	F11	0000F2822	1	B	$2,159 36	$1,824 48	H	I		
	IBM	MAGNETIC TAPE SUBSYSTEM	3490	F11	0000F2886	1	B	$2,159 35	$1,824 48	H	I		
	IBM	MAGNETIC TAPE SUBSYSTEM	3490	F11	0000F2893	1	B	$2 159 35	$1 824 48	H	I		
	IBM	MAGNETIC TAPE SUBSYSTEM RACK	3490	FC0	0000FC153	1	B	$2 422 11	$2,046 49	H	I		
				3000		1					I		
				3358		1					I		
	IBM	INFOPRINT 32 (120 VOLT)	4332	1	114479	1	B	$1,095 44	$925 56	H E	I		09/28/2006
	IBM	2200 LPM LINE PRINTER	6262	22	0000A0251	1	B	$4 889 97	$4,131 63	H	I		
	IBM	LINE MATRIX PRINTER	6400	10	0000E9243	1	B	$1 359 59	$1,148 74	H	I		
	IBM	LINE MATRIX PRINTER	6400	15	0000P0765	1	B	$1,850 87	$1,563 84	H	I		
	IBM	ENTERPRISE SERVER	7026	H80	10695	1	B	$1 986 11	$1,678 10	H	I	06/19/2003	
				5202		1					I	06/19/2003	
	IBM	SSA DISK SUBSYSTEM	7133	20	0000A4004	1	B	$2 102 23	$1 776 22	H	I		
	IBM	SERIAL DISK SYSTEM	7133	D40	0000KK039	1	B	$2,102 23	$1 776 22	H	I		
3454316	IBM	AS-400 ADVANCED SYSTEM UNIT	9402	200	000054FFA	1	B	$1,805 17	$1,525 22	H	I		

				2031		1					I		
				7117		1					I		
6053808	IBM	MAGSTAR MAGNETIC TAPE SUBS	3570	C11	57513	1	B	$2,456 41	$2 075 47	H	I		
				5204		1					I		
					Total Charges			$52 852 06	$44 855 75				

Services

Customer Number	Type	Model	Serial	Feature RPQ	Description	Support Service	Service Option	IBM Charge *		Charge From Date	Charge To Date
0						AS400 ALERT		$516 07	$436 04		
0	9402	200	000054FFA	2031		SL OS/400 SUPPORT GROUP	SERVICE AVAILABILITY/ PRIME SHIFT SERVICE GROUP/AS/400 SERVICE GROUP B	$1 300 50	$1 098 82		
							Total Charges	$1,816 57	$1 534 86		

* Charges shown are for prepay

Total for Charge Period by Customer Number

Customer Number	Location	Maintenance	Warranty Service Upgrade	Software Subscription	Services	IBM Total	Fort Bend Price
0		$0 00	$0 00	$0 00	$1 816 57	$1 816 57	$1 534 86
2296808		$18,337 39	$0 00	$0 00	$0 00	$18,337 39	$15 493 62
2385722		$1 361 06	$0 00	$0 00	$0 00	$1 361 06	$1 149 99
3454112		$1,296 54	$0 00	$0 00	$0 00	$1,296 54	$1,095 47
3454232		$27 595 49	$0 00	$0 00	$0 00	$27 595 49	$23 315 98
3454316		$1,805 17	$0 00	$0 00	$0 00	$1,805 17	$1 525 22
6053808		$2 456 41	$0 00	$0 00	$0 00	$2 456 41	$2,075 47
Total Charges		$52 852 06	$0 00	$0 00	$1,816 57	$54 668 63	$46,190 61

Amount **$54,668.63** Prepay

Type of Repair Service

A) On-Site Repair/Exchange Services Monday through Friday (except holidays) 8am to 5pm, next business day
B) On-Site Repair/Exchange Services 7 days a week 24 hrs/day
C) On-Site Repair/Exchange Services, 5 days a week, 9 hrs/day 4 hour response objective This type of repair service includes a response time objective and is not a guarantee
D) On-Site Repair/Exchange Services 7 days a week 24 hrs/day 2 hour response objective This type of repair service includes a response time objective and is not a guarantee
X) EasyServe (remotely delivered service)

* Charges shown are for prepay
** User modified

Code

(H) On an existing ServiceSuite/ServiceElect proposal or contract, (L) On an existing legacy prepay (EMO) contract,
(E) End of Service - If end of service date is after contract charge period stop date, the end of service date is used for planning purposes only
(F) ATM First Line Maintenance, (M) MES Upgrade, (N) Non-Installed (Shipped, In Transit, Idle) (O) One Time Charge (U) Usage (W) Under Warranty
((X) On-Order for planning purposes only)

Source (SRC)

C From Configurators
I From Installed Inventory
M Manually Entered
O From On-Order

Total quote includes both consulting services and hardware	TOTAL	$46,190 61

** Freight and taxes are not included in the above proposal Freight charges are prepaid and add unless otherwise noted If freight bills are required, we will be glad to ship on a carrier of your choice, collect
** If the above equipment is to be exported outside the United States, the above customer is responsible to determine whether an export license is required If so, they must obtain that license from the US Government before shipment

PO#

Payment Ter et Due 30

Date

Signature

Title

Sirius

Carol Holub - Re: Maintenance Quote

From: <Manisha Mahajan@siriuscom.com>
To: "Carol Holub" <carolh@co fort-bend tx us>
Date: 03/12/2003 5:09 PM
Subject: Re: Maintenance Quote
CC: <Bob Wilkinson@siriuscom com>, <Danny Garcia@siriuscom com>

Carol,

Yes, coverage is for 3/1/02 thru 2/29/04 and is prepay
Coverage is full (24x7) for hardware maintenance and prime (M-F 8x5) for Support Line
7028 6E1 1360A charges start 7/1/03
7026 H80 10695 charges start 6/19/03

Thanks!

Manisha

****
Manisha Mahajan
Associate Account Executive
Sirius Computer Solutions, Inc.
Direct (210) 369-8060
Tel (800) 460-1237 x1060
Fax 866-311 7049

"Carol Holub" <carolh@co fort-bend tx us>

03/12/2003 03 44 PM

To <Manisha Mahajan@siriuscom com>
cc <Bob Wilkinson@siriuscom com>, <Danny Garcia@siriuscom com>
Subject Re Maintenance Quote

Thanks Manisha.

This is a different format from what I received from Bob W before What I need to verify with you is:

1. This is for 3/1/03 through 2/29/04 with a 1 year prepay
2. This is for 24x7 coverage (Type "B", per IBM codes).
3. 7028 6E1 1360A starts coverage as of 7/1/03.
4. 7026 H80 10695 starts coverage as of 6/19/03.

Carol Holub
Applications and Systems Director
Fort Bend County M.I.S.
(281) 341-4570

carolh@co.fort-bend.tx.us

>>> <Manisha.Mahajan@siriuscom.com> 03/12/03 03:35PM >>>
Hi Carol,
Here are the numbers you requested. Please feel free to call me with any questions you may have. Thanks!

Date Sent:	03/12/03
Estimated Start Date:	03/02/03
Quote Expires	04/02/03
Services:	1-yr ServiceSuite Advanced Prime w/ Alert
Equipment:	2003-206 50025 7028-6E1 1360A 4399-P18 13279 3174-01L K4126 3174-01R C5219 3174-13R N3942 3490-F11 F2821 3490-F11 F2822 3490-F11 F2886 3490-F11 F2893 3490-FC0 FC153 4332-001 14479 6262-022 A0251 6400-010 E9243 6400-015 P0785 7026-H80 10695 7133-020 A4004 7133-D40 KK039 9402-200 54FFA 3570-C11 57513
Maintenance:	$44,859 00
Alert:	$ 423.00
Support Line:	~~$ 1,066.00~~
Sale Price:	$46,348.00

NOTES.

Please notify when contract needs to be requested from Avnet

****
Manisha Mahajan
Associate Account Executive
Sirius Computer Solutions, Inc.
Direct. (210) 369-8060
Tel:(800) 460-1237 x1060
Fax 210-344-3436

FBC MIS Fax:281-341-4526 Mar 18 2003 10.18 P.04

IBM Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent agreement signed by both of us and identified below)

Customer Name and Billing Address

FORT BEND COUNTY
MGMT INFO SYSTEMS
301 JACKSON
RICHMOND, TX 77469-3108

Agreement No.	HQ12291
Statement of Work No.	AD1Y9J
Customer No	03454232
Revised Schedule (Yes/No).	No
Schedule Effective Date	01/30/2003

Charges and Payment Plan

X Annually

Charge Period

Start Date:	03/01/2003
End Date	02/29/2004
*Total Charges	$58,483.84
Contract Term	1 Year

Types of Discount(s) Applied

Scope Incentive

*Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not sign this Schedule, unless either of us requests it

Agreed to:
FORT BEND COUNTY

By _____
Authorized signature

Name (type or print)

Date

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

Name (type or print)

Date

IBM Schedule for Services

Enterprise Total for Charge Period by Customer Number

Customer No	Customer Name	Location	City	Charges*
3454112	FORT BEND COUNTY	500 LIBERTY / EDUC & TRNG USE ONLY	RICHMOND,TX	$1,298.54
3454127	FORT BEND COUNTY	301 JACKSON ST / MIS MANAGER	RICHMOND,TX	$0.00
3454168	FORT BEND COUNTY	1410 RANSON / EDUC & TRNG USE ONLY	RICHMOND,TX	$0.00
3454232	FORT BEND COUNTY	500 LIBERTY / DATA PROCESSING	RICHMOND,TX	$18,874.80
3454232	FORT BEND COUNTY	500 LIBERTY / DATA PROCESSING	RICHMOND,TX	$0.00
3454232	FORT BEND COUNTY	500 LIBERTY / DATA PROCESSING	RICHMOND,TX	$33,905.82
3454232	FORT BEND COUNTY	500 LIBERTY / DATA PROCESSING	RICHMOND,TX	$0 00
3454232	FORT BEND COUNTY	500 LIBERTY / DATA PROCESSING	RICHMOND,TX	$0.00
3454232	FORT BEND COUNTY	500 LIBERTY / DATA PROCESSING	RICHMOND,TX	$0.00
3454232	FORT BEND COUNTY	500 LIBERTY / DATA PROCESSING	RICHMOND,TX	$2,528.40
3454232	FORT BEND COUNTY	500 LIBERTY / DATA PROCESSING	RICHMOND,TX	$0 00
3454316	FORT BEND COUNTY	ROUTE 2 BOX 643-C / EMERGENCY MEDICAL SVC	ROSENBERG,TX	$1,858 08
6539808	NORTHEAST UTILITIES SERVI	176 CUMBERLAND AVE / IT OPERATIONS	WETHERSFIELD,CT	$0 00

Total . $58,463 84

IBM Schedule for Services

----------Eligible Machine Description----------

Specified Location	Manufacturer	Machine Type	Mod	Order/ Serial	Related Order/ Serial	Qty	Type of Repair #	Maintenance Service ##	Charges*	Charges Start**	Charges Stop**	Service Programs Provided by IBM***
3454112 RICHMOND,TX	OEM	4399	P18	03013279		1	B	2	$1,296 54			
									= = = = =			
									$1,296 54			
3454232 RICHMOND,TX	IBM	2003	208	00050025		1	B	1	$18,874 80			
									= = = = =			
									$18,874 80			
3454232 RICHMOND,TX	IBM	3174	01R	000C5219		1	B	1	$243 04			
	IBM	3174	01L	000K4126		1	B	1	$512 54			
	IBM	3174	13R	000N3942		1	B	1	$393 96			
	IBM	3490	FC0	000FC153		1	B	1	$2,493 12			
	IBM	3490	F11	000F2821		1	B	1	$2,222.64			
	IBM	3490	F11	000F2822		1	B	1	$2,222.64			
	IBM	3490	F11	000F2886		1	B	1	$2,222 64			
	IBM	3490	F11	000F2893		1	B	1	$2,222 64			
	IBM	3490	C11	00057513		1	B	1	$3,622.08			
	IBM	4332	001	00114479		1	A	1	$811 44			
	IBM	6262	022	000A0251		1	B	1	$5,033.28			
	IBM	6400	010	000E9243		1	B	1	$1,399.44			
	IBM	6400	015	000P0785		1	B	1	$1,905 12			
	IBM	7026	H80	00010695		1	B	1	$2,940 00			
	IBM	7133	020	000A4004		1	B	1	$2 163 84			
	IBM	7133	D40	000KK039		1	B	1	$2,163 84			
									= = = = =			
									$32,572 26			
3454232 RICHMOND,TX	IBM	3570	C11	00057513		1	B	1	$2,528 40			
									= = = = =			
									$2,528.40			
3454318 ROSENBERG,TX	IBM	9402	200	00054FFA		1	B	1	$1,858 08			
									= = = = =			
									$1,858 08			

IBM Schedule for Services

Customer Technical Contact Name (If applicable):
CONNIE HEINKE 810-528-2555

---Eligible Machine Description----

Machine Type Mod	Proc Feat	Order/ Serial	Svc Grp	Support Service	Product Group/ Service Option	Qty	Charges*	Charges Start**	Charges Stop**
				Specified Location: 3454232 RICHMOND,TX.					
				SL SELECTED SYS SW SUPT-AS	OS/400 PRIME SHIFT AS GROUP B VOL DISC/NONE		$1,333 56		
							= = = = =		
							$ 1,333 56		

FBC MIS Fax:281-341-4526 Mar 18 2003 10:19 P.08

Legends

Type of Repair Service.

A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
   This type of repair service includes a response objective and is not a guarantee
D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective
   This type of repair service includes a response objective and is not a guarantee
X) EasyServe (remotely delivered services)

Maintenance Services

1) Maintenance of IBM Machines
2) Maintenance of non-IBM Machines
3) Warranty Service Upgrade
4) Maintenance of Cisco Products
5) Maintenance of IBM Machines - Enhanced Service Response
6) Service for Machines Withdrawn from IBM Maintenance
7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
8) Maintenance of IBM Machines (Labor Only)
9) Non-IBM Memory Exchange
10) Enhanced Parts Inventory
11) Spare Machine
12) Key Operator Support
13) Maintenance of non-IBM Machines for SUN Microsystems Machines during the SUN Warranty Period
16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
17) IBM Maintenance Services - Application Maintenance Services for Wincor Nixdorf ATMs

*Charges shown are for the Charge Period
An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
An (O) indicates a One Time Charge
A (P) indicates averaged billing or annual prepayment
A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
A (W) indicates a Machine/Model/Feature under Warranty (W without a date represents a machine off warranty, but which may have warranty content)
An (X) indicates On-order Products which are shown for planning purposes only
A (Y) indicates On-order MES products which are shown for planning purposes only, these charges are included in the related machine charges

**Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

***These Programs are subject to the Services Program License Section of the referenced Statement of Work

International Business Machines Corporation

March 3, 2003

Fort Bend County - MIS
500 Liberty , Suite 212
Richmond TX 77469
Ms Carol Holub

Subject Proposal for IBM Services

Reference G210AYBT

Dear Customer.

Thank you for your interest in IBM Global Services. As we discussed, this proposal will allow you to customize your service contract to meet your current and future requirements The attached Statement of Work and Schedule contain the services we discussed and will allow you to add additional services as your requirements change

This Statement of Work will become a contract once it is signed by both parties These prices, terms and conditions, and statements of work are valid for 90 days from the date of this proposal After this date, prices are subject to change and another quote may be necessary. This will allow enough time for your decision making process

We look forward to delivering these services so that you can begin to realize the benefits as soon as possible Thank you for the opportunity to provide these services which are critical to the success of your business.

Sincerely,

IBM

IBM. Statement of Work for Services Acquired from an IBM Business Partner

ServiceSuite

1. Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines") We will identify the Eligible Machines, and the Services that apply to them, in a Schedule to this Statement of Work The Schedule will also identify the Specified Locations at which the Services will be provided A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building

These Services are available for Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes

2. Contract Period

Start Date 03/01/2003 End Date 02/29/2004

Eligible Machines, Specified Locations, or new Services added to this Statement of Work following its Start Date will assume the remaining portion of the existing contract period

Renewal Contract Period (years) 0

We will renew the Services that apply for each Specified Location on the Contract Period End Date for the number of years (called the "Renewal Contract Period") specified above Thereafter, we will automatically renew for the same length periods unless you notify us and your IBM Business Partner in advance of your desire to change the length of the renewal Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their decision not to renew

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM agreement for Services Acquired from an IBM Business Partner (or any equivalent agreement in effect between us) identified below

Agreed to. (Customer Name) **Fort Bend County - MIS**	Agreed to **International Business Machines Corporation**
By _____	By _____
Authorized signature	Authorized signature
Name (type or print)	Name (type or print)
Date	Date
Customer Company address 500 Liberty , Suite 212 Richmond TX 77469 Ms Carol Holub	Statement of Work number Agreement number IBM ServicesAssistant number· G210AYBT
Telephone number·	Customer number
Billing address 500 Liberty, Suite 212 Richmond TX 77469 Ms Carol Holub	IBM address 4111 Northside Parkway Atlanta GA

After signing, please return a copy of this Statement of Work to the "IBM address" shown above

3. Your Responsibilities

You agree

1 to provide your IBM Business Partner with an inventory in which you identify all Eligible Machines to be covered at each Specified Location All Eligible Machines of the same type at a Specified Location must be included in the coverage You also agree to identify all Eligible Machines for which we are to provide warranty service,
2 to notify your IBM Business Partner whenever you wish to add Eligible Machine types to an existing Specified Location or set up new Specified Locations,
3 to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e g keyboards, memory, or hard disk drives) IBM provides CRUs to you for replacement by you,
4 to ensure that any access codes we provide to you are used only by those who are authorized to do so,
5 to provide your IBM Business Partner with information we request which is related to our provision of these Services to you and notify your IBM Business Partner of any changes,
6 to allow IBM and entities within its Enterprise to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM and entities within its Enterprise for uses consistent with their collective business activities, including communication with you (for example, for processing orders, for promotions, and for market research),
7 to use any electronic diagnostic and service delivery facilities we provide to you only in support of Eligible Machines identified in the Schedule to this Statement of Work;
8 that electronic access to our support centers and certain databases may require a separate network services agreement,*
9. to pay any communications charges associated with accessing these Services unless we specify otherwise,
10 to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise, and
11 that your acceptance of any software Services does not alter your responsibilities for Distributed System License Option licenses

Whenever both of us agree to store repair parts at your Specified Location, you also agree

1. to provide secure storage space for all parts stored at your Specified Location,
to provide IBM service technicians easy access to the secure storage space so that they may promptly store, inspect, and remove the parts whenever they deem necessary, and
2 that while in storage,
   a you are responsible for all loss or damage to the parts,
   b you will be separately charged for any parts that we find to be missing, used, or damaged, and
   c. parts remain the property of IBM and will be subject to IBM parts control procedures and must be made available for return to IBM upon our request

4. Mutual Responsibilities

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory

5. Services Program License

The following terms apply to each Program we provide with a Service that is not otherwise accompanied by a license agreement

We grant you a nonexclusive license to use the Program on the Eligible Machine we designate to assist us in problem determination or other system support in conjunction with these Services

If we do not supply a backup copy, you may make one copy of the Program for backup purposes provided you reproduce the copyright notice and any other legend of ownership on the copy The backup copy is subject to the same terms as the original You may not 1) modify the Program's machine readable instructions or data or merge them into another Program, 2) reverse assemble, reverse compile, or otherwise translate the Program, 3) sublicense, assign, or transfer the license for the Program, or 4) distribute the Program to any third party We provide the Program **WITHOUT WARRANTIES OF ANY KIND**

Your license terminates when 1) the Service terminates, is withdrawn or expires and is not renewed, 2) the Program is no longer needed to perform the Service, or 3) the Eligible Machine which we designated for the Program is removed from productive use within your Enterprise

We may terminate your license if you fail to comply with these terms

Upon termination, you agree to destroy the Program and any backup copy you were given or made

6. Automatic Inventory Increases

We will automatically increase the inventory count at a Specified Location whenever

1 an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period. IBM Machines specifically excluded from coverage at contract period start will remain outside the scope of this Statement of Work unless you request we add them during the contract period However, all Eligible IBM Machines added to your inventory during the contract period will be included in the inventory count and receive maintenance Services as set out in this Section, or

2 an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

7 Charges and Payment

Your IBM Business Partner sets the charges and terms governing charges Your IBM Business Partner may impose an additional charge for some actions, e g , termination, or for our provision of some additional services, e g , Service upgrades, additional Systems Administrators, additional reports, or support for other Products These actions or additional services are identified in this Statement of Work with an asterisk ("**") Where you see an asterisk, check with your IBM Business

Partner to determine if you will incur an additional charge You will make payment directly to your IBM Business Partner

8. Termination

You may terminate Services for an Eligible Machine, on notice to us and to your IBM Business Partner,* if you permanently remove it from productive use within your Enterprise You may also terminate Services by providing us (copy to your IBM Business Partner) one month's written notice, after the Services have been covered under this Statement of Work for at least one year You will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with the provisions of this Statement of Work.

9. Satisfaction Guarantee

If, for any reason, you are not completely satisfied with a Service we provide to you under this Statement of Work, notify us in writing within one month of the time you first become dissatisfied We will try to resolve the problem to your satisfaction If we are unable to do so, you will receive a credit equal to the prorated charge for the Service for the period of time you were dissatisfied

10. ServiceSuite Advanced Service Package

**** MAINTENANCE SERVICES**

Maintenance of IBM Machines

We will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule

Maintenance of Non-IBM Machines

We will provide Service for Machines, as described in our Agreement, for those Eligible non-IBM Machines specified in the Schedule Unless specified otherwise in the Schedule, Service is provided only for the manufacturer's base configuration for each covered Machine model You are responsible for following the manufacturer's and IBM's provided guidelines pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request.

Repair of non-IBM Machines is subject to the availability of repair parts and any technical support required of the original manufacturer Repair parts will be functionally equivalent to those replaced They may be new or used and may have been manufactured by other than the original manufacturer You may request that we use repair parts manufactured by the original manufacturer when these are available.*

Our support does not cover

1. machine installation, engineering change activity, or preventive maintenance,
2 correction of date related errors IBM will make the final determination of whether a date related error is the source of the problem,
3 service of microcode or firmware;
4 service of features, parts, or devices not supplied by either 1) the Machine's original manufacturer or 2) us during the performance of this Service,
5 service for accessories, supply items, and certain parts, such as batteries, frames, and covers,
6 service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
7 service of a Machine with removed or altered Machine or parts identification labels,
8 failures caused by a product for which we are not responsible, or
9 service of Machine alterations

Upon written notice, we may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or lack of original manufacturer technical support

Eligible non-IBM Machines must meet our safety and serviceability requirements. We reserve the right to inspect a Machine within one month from the start of Service If the Machine is not in an acceptable condition for Service, we will notify you and terminate coverage

****SUPPORT SERVICES**

IBMLink

The following terms apply whenever a Service under this Statement of Work includes IBMLink electronic access to our databases containing IBM Product support information

We will

1. provide instructions for accessing the databases, and
2 provide user IDs to your designated IBMLink Customer Service Administrator

You agree to

1. designate and authorize your users of the IBMLink databases You may designate only yourself and your employees as users,
2 assign a user to be the IBMLink Customer Service Administrator (called "CSA") The CSA is responsible for -
   a following the CSA procedures we provide,
   b registering your users for access to Product databases, and
   c *acting as the primary interface between your users and us,*
3. ensure your users use the information obtained from IBMLink only for the support of your information processing requirements You may not use information obtained from IBMLink for any product development purpose or in any sales or marketing activity or to provide support to any third parties,
4. provide the equipment (such as workstations, modems, and communication features) necessary to use IBMLink,
5 obtain programs necessary to establish dial access to IBMLink or Internet access to IBMLink,
6 *be responsible for any unauthorized use of your user IDs, and*
7 pay the charges of any third party telecommunications service provider you use to access IBMLink.

Support Line

We will provide you remote assistance with the operation of supported products and system environments In addition, you may order certain optional features which are enhancements to this Service These terms also apply for each of these optional features unless we specify otherwise

Definitions

Customer Critical Problem means a problem for which you have no known work around resulting in *a critical disruption in your business operations*

Full Shift means 24 hours a day, seven days a week, including national holidays

Off Shift means all hours outside of Prime Shift

Prime Shift means 8 a.m. to 5 p m in the local time zone where you receive the Service, Monday through Friday (excluding national holidays)

Supported Products means those products and system environments identified in the Supported Products List located at IBM's Internet address http //www ibm com/services/sl/products , or as otherwise provided by IBM The Supported Products List will identify the products and system environments within specified support groups that are eligible for this Service The Supported Products List will change periodically to reflect Supported Product additions (for example, adding new products) or deletions (for example, deleting products at their end of currency date)

Our Responsibilities
We will provide you remote assistance (via telephone from our support center or via an electronic search and questioning capability) in response to your requests pertaining to the following

For all Supported Products in your covered support groups -

1 basic, short duration installation, usage, and configuration questions, and
2 questions regarding IBM Supported Product publications

For all IBM software Supported Products in your covered support groups -

1 code-related problem questions, #
2 diagnostic information review to assist in isolation of a problem cause (for example, assistance interpreting traces and dumps for installation and code related problems), # and
3. for known defects, available corrective service information and program fixes which you are entitled to receive under the terms of the IBM license #

Note. For IBM S/390 and zSeries Supported Products, this defect assistance from our support center is not charged for under this Service and therefore not covered under the terms of this Attachment

When you report a problem with covered non-IBM software Supported Products, we will assist you to isolate the problem cause and provide you recovery information, if available, from the vendor We will provide corrective service information and program fixes, if available and we are authorized to provide to you, for known defects If a new (unknown) defect is identified, we will report it to the appropriate vendor and notify you of our actions. At this point we will consider our support requirement fulfilled Resolution of these problems is the responsibility of the vendor

Response Criteria
We will use commercially reasonable efforts to respond, by telephone, to Support Line Service calls from you within two hours during Prime Shift Our initial response may result in resolution of your request or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request. If you select Full Shift coverage, during Off Shift we will use commercially reasonable efforts to respond to Support Line Service calls which you specify to be Customer Critical Problems within two hours and all other Support Line Service calls within four hours

If you select Prime Shift coverage, all Support Lines Service calls from your personnel during Prime Shift are included in your coverage If you select Full Shift coverage, all Support Line Service calls from your personnel during Prime Shift and Off Shift are included in our coverage

Electronic Support
You will also be able to electronically submit Support Line Service requests for Supported Products, provided you meet the prerequisites we specify for electronic access We will use commercially reasonable efforts to respond to each electronic Service request from you within two hours of receipt during Prime Shift For electronic Service requests received during Off Shift, we will use commercially

reasonable efforts to respond within two hours of the start of Prime Shift on the next business day IBM is not responsible for delays in response delivery caused by systems and network problems

Your Responsibilities
You agree to.

1 ensure you are properly licensed to all software Supported Products for which you request assistance,
2 retrieve and review a current Supported Products List on a regular basis to verify whether there have been any additions or deletions within your covered support groups,
3 ensure that any access codes we provide to you are used only by your authorized personnel,
4 designate a technically qualified representative (called "Primary Technical Contact") who will be your focal point to whom we may direct general technical information pertaining to your Supported Products Your Primary Technical Contact and each caller must have sufficient technical knowledge of your Supported Products environment to enable effective communication with our support center,
5 provide us with all relevant and available diagnostic information (including product or system information) pertaining to software problems you request assistance with,
6 provide us with appropriate remote access to your system to assist you in isolating the software problem cause You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission, and
7 provide us with written notice of changes to your machine inventory within one month after the change occurs Such changes may cause a revision to your charges for this Service *

Termination
You may terminate Support Line Service for any support group or any optional feature on one month's written notice to us and your IBM Business Partner after it has been covered under this Statement of Work for at least one year However, you may not terminate Support Line if you have elected to continue feature support.

We may withdraw Service for a support group on the Supported Products List on three months' written notice to you and your IBM Business Partner Other changes to the Supported Products List (for example, addition of new products or deletion of products at their end of currency date) will be posted to the Supported Products List at http //www.ibm.com/services/sl/products as they occur

If we withdraw or either of us terminate a Support Line Service or optional feature as provided in this Statement of Work, and it is a Service or feature for which you have prepaid and we have not yet fully provided to you, you may request a prorated credit from your IBM Business Partner This will apply if IBM withdraws support for an entire support group but not if we simply withdraw support for individual products.

AS/400 Software Services

Alert provides automatic weekly notification of the following for selected IBM Products 1) High Impact and Pervasive Authorized Program Analysis Reports (called "HIPER APARS") and 2) any Program Temporary Fixes we discover to be defective (called "PE PTFs") We provide notification via your choice of available delivery methods

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in your end users Statement of Work These terms are in addition to those of the referenced Statement of Work and IBM Agreement for Services acquired from an IBM Business Partner (or any equivalent agreement signed by both of us and identified below)

Customer Name and Billing Address:

Fort Bend County - MIS
500 Liberty, Suite 212
Richmond TX 77469
Ms Carol Holub

Agreement No	
Statement of Work No.	
IBM ServicesAssistant No.	G210AYBT
Associated Contract No.	
Associated Contract Start Date	
Customer No	
Revised Schedule (Yes/No).	No
Schedule Effective Date.	03/01/2003

Business Partner Name and Address.
Mark III Systems
6575 West Loop South
Suite 675
Bellaire TX 77401

ASPID No.	4369724

Charge Period.	
Start Date.	03/01/2003
End Date	02/29/2004

The parties need not sign this Schedule, unless either of us requests it.

Agreed to:
Fort Bend County - MIS

By _____
Authorized signature

Name (type or print):

Date:

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

Name (type or print):

Date.

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

Eligible Machine						Maintenance Service				
Manufacturer	Type	Model	Machine Order/ Serial	Related Order/ Serial	Qty	Type of Repair #	##		Charges Start**	Charges Stop**
Customer No / Location: 02296808										
IBM	2003	206	000050025		1	B	1	H		
Customer No / Location: 02385722										
IBM	7028	6E1	00001360A		1	B	1	W	07/01/2003	
Customer No / Location 03454112										
OEM	4399	P18	003013279		1	B	2	H		
Customer No / Location 03454232										
IBM	3174	01L	0000K4126		1	B	1	H		
IBM	3174	01R	0000C5219		1	B	1	H		
IBM	3174	13R	0000N3942		1	B	1	H		
IBM	3490	F11	0000F2821		1	B	1	H		
IBM	3490	F11	0000F2822		1	B	1	H		
IBM	3490	F11	0000F2886		1	B	1	H		
IBM	3490	F11	0000F2893		1	B	1	H		
IBM	3490	FC0	0000FC153		1	B	1	H		
IBM	4332	001	000114479		1	B	1	E H		09/28/2006
IBM	6262	022	0000A0251		1	B	1	H		
IBM	6400	010	0000E9243		1	B	1	H		
IBM	6400	015	0000P0785		1	B	1	H		
IBM	7026	H80	000010695		1	B	1	H	06/19/2003	
IBM	7133	020	0000A4004		1	B	1	H		
IBM	7133	D40	0000KK039		1	B	1	H		
Customer No / Location 03454316										
IBM	9402	200	000054FFA		1	B	1	H		
Customer No / Location: 06053808										
IBM	3570	C11	000057513		1	B	1	H		

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

Eligible Machine Description

Customer Technical Contact Name (if applicable)
Angie Foster

Type	Mod	Proc Feature	Serial	Support Service	Service Option/ Product Group	Qty	Charges Start**	Charges Stop**
Customer No / Location. 00000000								
				AS400 ALERT	ALERT	1		
9402	200	2031	000054FFA	SL OS/400 SUPPORT GROUP	***Cust# 00000000***			
					PRIME SHIFT			
					AS GROUP B			
					OS/400	1		

RECORDED ON 4-11-03
IN THE COMMISSIONER COURT
MINUTES OF 3-25-03

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

Legends:

Type of Repair Service

A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
C) On-Site Repair/Exchange Services, 5 days a week, 9hrs/day, 4 hour response objective This type of repair service includes a response time objective and is not a guarantee
D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective This type of repair service includes a response time objective and is not a guarantee
X) EasyServ (remotely delivered services)

Maintenance Services

1) Maintenance of IBM Machines
2) Maintenance of non-IBM Machines
3) Warranty Services Upgrade

* Charges shown are for Charge Period
-An (E) indicates a Machine that has been announced as withdrawn from generally Maintenance Service
-An (H) indicates a Machine that is under an existing ServiceSuite/ServiceElect CHIS contract
-An (L) indicates a Machine that is under an existing legacy prepay contract
-An (O) indicates One Time Charge
-A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
-A (W) indicates a Machine/Model/Feature under Warranty
-An (X) indicates On-order Products which are shown for planning purposes only

** Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates