

# NOTICE OF MEETING FORT BEND COUNTY COMMISSIONERS COURT 7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS TUESDAY, MARCH 2, 2004 1:00 O'CLOCK P.M.

#### **AGENDA**

- 1. Call to Order.
- 2. Invocation and Pledge of Allegiance by Commissioner Patterson.
- 3. Approve minutes of meeting of February 24, 2004.
- 4. Announcements and Public Comments.
- 5. PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearing and take all appropriate action on the following matters:
  - A. Replat of Sienna Village of Waters Lake, Section 5, for the purpose of re-sizing lots and change the street name from Waters Lake Lane to Waters Lake Bend, Pct. 1.
  - B. Acceptance of the traffic control plan for Waterside Village, Section 2, Pct. 3.

#### **CONSENT AGENDA ITEMS # 6 -21:**

- 6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials:
  - A. <u>Commissioner, Pct. 2</u>: Commissioner Grady Prestage to Phoenix, Arizona, July 16-20, 2004, to attend the National Association of Counties Annual Meeting. (Fund: 010-072-4014)
  - B. <u>Management Information Systems</u>: Carla Valentino and Jeremy Meyer to Phoenix, Arizona, June 12-16, 2004, to attend ACS Client Forum. (Fund: 010-036-4014)

#### 7. COUNTY JUDGE:

- A. Approve renewal of Agreement between Fort Bend County and Fort Bend Council on Family and Community Development, Inc. in the amount of \$30,000 for FY 04. (Fund: 010-045-4010)
- B. Approve transfer in the amount of \$35,900 from Pct #3 Capital Project (010-090-M04H-7014) into Sheriff Evidence Facility Capital Project fund (010-090-M03D-7015) to cover final change order for Rosenberger Construction.

#### 8. COMMISSIONER, PCT. 1:

- A. Appoint David Neeley to the unoccupied position of Representative for the City of Rosenberg on the Fort Bend County Mobility Planning Committee.
- B. Approve Project Agreement between Fort Bend County and the Village of Pleak to provide assistance reconstructing Ansel Lane, a city owned street, expenditure not to exceed \$550.50. (Fund: 105)
- C. Approve Project Agreement between Fort Bend County and the Village of Pleak to provide assistance reconstructing Edgar Street, McClelan Stree, Lottie Street, and Cook Creek Court, all city-owned streets, expenditure not to exceed \$50,798.31. (Fund: 105)
- 9. ADMINISTRATIVE SERVICES: Approve payment by invoice transmittal in the amount of \$212.70 to Elevator Maintenance Company, Inc. for repairs to elevator not covered under the maintenance contract and the existing purchase order. (Fund: 010-008-4010)

#### 10. BUDGET OFFICER:

- A. Approve transfer in the amount of \$59,393 from County Treasurer, Fees and Services (010-006-4010) into Budget Office, Fees and Services (010-076-4010) to allocate funds for the ADP blanket purchase order which will be maintained by the Budget Office.
- B. Approve transfer in the amount of \$613,000 from Departments indicated on Budget Officer's Report dated February 24, 2004 into Residual Salaries (010-045-0450-0205) pursuant to First Quarter FY 04 salary audit.
- C. Approve transfer in the amount of \$480,463 from Non-Departmental Salaries & Labor (010-045-0450-0200) into various Departments as indicated on Budget Officer's Report dated February 25, 2004 to allocate funds for salary adjustments resulting from HayGroup Study.
- D. Approve transfer in the amount of \$6,650 from Departments indicated on Budget Officer's Report dated February 19, 2004 into Non-Department Equipment Maintenance/Repairs (010-045-0450-1020) to allocate funds for county-wide fax machine service agreements.

#### 11. COMMUNITY DEVELOPMENT:

- A. Authorize County Judge to sign Agreement between Fort Bend County and American Red Cross in the amount of \$30,000 to provide non-emergency transportation from January 1 through December 31, 2004, as included in the FY 03 Consolidated Action Plan and approved by Commissioner Court on July 1, 2003. (Fund: 831-101-8010)
- B. Approve Pay Application No. 2 in the amount of \$15,794.43 to Claunch & Miller, Inc. for professional engineering design services on the Wastewater System Project for the City of Kendleton. (Fund: 813-101-8123)

#### 12. COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT:

- A. Approve transfer in the amount of \$600 from Insurance Group (010-017-G04A-0500) into Travel Out (010-017-G04A-4014) to allocate funds for Fort Bend County Victims Coordinator to attend the Victims conference in Dallas, Texas, May 3-7, 2004.
- B. Approve transfer in the amount of \$5,500 from Donations for the Drug Court CARD Program (010-017-1701-00DO) into CSCD CARD Program line items as listed on transfer request dated February 25, 2004.

#### 13. ENGINEERING:

- A. Approve payment of Invoice No. 1865153 in the amount of \$19,178.25 to Carter & Burgess, Inc. for actual labor rates regarding the Fort Bend County Mobility Bond Projects, Pcts. 1, 2, 3, and 4. (Fund: 230-043-4301-4010)
- B. Approve payment of Invoice No. 02023531 in the amount of \$603.00 to Terra-Mar for Scanlin Road lift station and sanitary sewer & waterline project, Pct. 2. (Fund: 010-042-M03B-2000-4010)
- C. Approve payment of Invoice No. 7732 in the amount of \$10,768.69 to Claunch & Miller, Inc. for professional engineering and design services in connection with Settegast Road (Scanlin), from FM 2234 Texas Avenue to Staffordshire Road, Mobility Bond Project #37, Pct. 2. (Fund: 230-043-4301-7805)
- D. Approve payment of Invoice No. 7733 in the amount of \$3,183.20 to Claunch & Miller, Inc. for Scanlin Road Utilities, Pct. 2. (Fund: 010-042-M03B-4010)
- E. Approve application from Time Warner Communications to bore under Morton, Pct. 3.
- F. Approve application from Time Warner Communications to bore under and bury cable along Seven Meadows Parkway, Pct. 3.
- G. Approve application from Southwestern Bell c/o Edward & Kelcey to construct a driveway onto Morton, Pct. 3.
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- I. Approve the plat for Twin Oaks Village, Section 9, Pct. 3.
- J. Approve the plat for Woodbridge, Section 14, Pct. 3.
- K. Approve the plat for Alta Bend Apartments, Section 1, Pct. 4.
- L. Approve the plat for Lakemont, Section 12, Pct. 3.
- M. Approve the plat for Canyon Gate at the Brazos, Section 10, Pct. 1.
- N. Approve renaming of street name on the plat of Sienna Village of Shipman's Landing, Section 13-C, from Caribou Court to Caribou Cove Court, due to duplication, Pct. 1.
- O. Set public hearing for Colony Lake Estates, Section 2 being a replat of Lots 34 37 of Stafford Oaks, Pct. 2. (April 6, 2004 at 1:00 p.m.)

14. 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 on February 25, 2004, and made these recommendations to Commissioners Court:

#### A. ENGINEERING:

- 1) Approve Addendum to Contract with Knudson & Associates in the amount of \$13,500 for landscape design services for the Fort Bend Parkway Corridor, Project A.
- 2) Approve Supplemental Agreement No. 2 with Chiang, Patel & Yerby, Inc. in an amount not to exceed \$8,270.39 for design services for the Westpark Tollway.
- B. TREASURER: Authorize payment of invoices for work performed by consultants and/or contractors and listed on Board Report dated February 25, 2004, for an amount totaling \$1,983,415.02, of which \$1,510,272.48 is for Section A of the Fort Bend Parkway, and \$473,142.54 is for the Westpark Toll Road Extension. (Fund: 220-045-2025)

#### 15. HUMAN RESOURCES:

- A. Approve Salary Assignment of Grade 12, Step 5 of the Law Enforcement Policy Group (\$1,881.90 Bi-Weekly) for Position 027-002 in the Sheriff's Office, with an effective date of February 28, 2004.
- B. Approve Salary Assignment of Grade 7, Step 14 of the Law Enforcement Policy Group (\$1,186.35 Bi-Weekly) for Position 027-0258 in the Sheriff's Office, with an effective date of February 28, 2004.
- C. Approve Salary Assignment of Grade 9, Step 4 of the Professional/Management Policy Group (\$1,236.55 Bi-Weekly) for Position 030-0102 in the Library, with an effective date of February 28, 2004.
- D. Approve Salary Assignment of Grade 12, Step 1 of the Professional/Management Policy Group (\$1,768.83 Bi-Weekly) for Position 030-0085 in the Library, with an effective date of February 28, 2004.
- 16. JUSTICE OF THE PEACE, PCT. 1 PL. 1: Approve payment of \$1,500 in excess of the available amount on Purchase Order No. 00100001487 to Harris County Treasurer for FY 03 autopsy, Cause No. 03-283. (Fund: 010-045-4010)

#### 17. JUSTICE OF THE PEACE, PCT. 3:

- A. Approve payment by Invoice Transmittal in the amount of \$1,500 to Harris County Treasurer for autopsy performed in 2003, Cause No. 03-004, but not invoiced until 2004. (Fund: 010-045-4010)
- B. Approve payment of \$1,500 in excess of the available amount on Purchase Order No. 00100001487 to Harris County Treasurer for FY 2003 autopsy, Cause No. 03-140. (Fund: 010-045-4010)

#### 18. PURCHASING:

- A. Authorize advertising for statements of qualification for design/build contract for Travis Annex window rehabilitation.
- B. Authorize advertising for bids for City of Kendleton Sanitary Sewer Rehabilitation-Phase I.
- C. Authorize disposal of salvage county property as authorized by Section 263.152 (a)(4) of the Local Government Code by donating to a civic or charitable organization located in the county.
- 19. RISK MANAGEMENT: Approve payment in the amount of \$2,360 to Flora Lunford as settlement for damage to non-County vehicle incurred on January 13, 2004. (Fund: 010-068-0403-7100)

#### 20. ROAD & BRIDGE:

- A. Approve employee reimbursement in the amount of \$16.31 to Armando Santana for irrigation supplies bought without a purchase order for the Cinco Ranch Library facility irrigation system. (Fund: 010-090-M02C-7015)
- B. Approve renewal of Primary Interlocal Agreement between Fort Bend County and the Village of Pleak through September 30, 2005.

#### 21. TAX ASSESSOR/COLLECTOR:

- A. Approve refunds over \$500 as detailed in Tax Assessor/Collector's request dated February 24, 2004, for an amount totaling \$14,343.43.
- B. Approve Order Transferring Title to Tax Foreclosure Property to Garrett and Vicki Conner in exchange for the payment of all back taxes, penalties, interest, and fees to the taxing authorities, Pct. 1.
- 22. ADMINISTRATIVE SERVICES: Take all appropriate action to authorize the MIS department to use the Rosenberg Annex parking lot for a fund raising event on Wednesday, March 17, 2004, from 4:30-6:30 p.m. for one of their employees.

#### 23. BUDGET OFFICER:

- A. Take all appropriate action to accept Certificate of Substantial Completion from Brookstone for the Cinco Ranch Branch Library.
- B. Take all appropriate action to adopt the proposed 2005 Fort Bend County Budget Policy as presented by the Budget Officer.

#### 24. ENGINEERING:

- A. Take all appropriate action to approve the Advance Funding Agreement between Fort Bend County and Texas Department of Transportation regarding US 59 from 0.354 miles south of University Blvd. to .0344 miles north of FM 2759/State Hwy. 99, in the amount of \$1,500,000, Precincts 1 and 4. (Fund: 230-043-4301-7827)
- B. Take all appropriate action to accept the proposal between Fort Bend County and Pate Engineers, Inc. to perform professional engineering and surveying services regarding the Fort Bend County Park & Ride, Pct. 1, authorize County Attorney to prepare agreement and determine funding source.

#### 25. HUMAN RESOURCES:

- A. Take all appropriate action to ratify Salary Administration Plan appeals approved by Human Resources and agreed to by the requesting departments.
- B. Take all appropriate action on the effective date and salary levels of appeals that have been approved by Commissioners Court.
  - C. Take all appropriate action on Salary Administration Plan appeals for which no agreement has been reached between Human Resources and the requesting departments.

#### 26. JUSTICE OF THE PEACE, PCT.1 - PL. 1:

- A. Take all appropriate action on request to transfer the amount of \$10,964 from Non-Departmental Contingency (010-045-0450-4040) into Temporary/Part-Time (010-020-0201) \$9,200; Retirement (010-020-0400) \$977; Social Security (010-020-0300) \$704; and Workers Comp (010-020-0600) \$83 to allocate funds through the end of the fiscal year for temporary clerical support while staff are being trained in the ACS system.
- B. Take all appropriate action to transfer \$660 from Non-Departmental Contingency (010-045-0450-4040) into Utilities (010-020-2000) to allocate funds for installation and monthly service for two additional phone lines (793 exchange).

#### 27. PURCHASING:

- A. Take all appropriate action to purchase one (1) police package automobile for the Sheriffs Office pursuant to Bid #03-001.
- B. Take all appropriate action to purchase one (1) pickup truck for Road and Bridge pursuant to Bid #03-002.
- C. Take all appropriate action to authorize contract negotiations with B & F Maintenance Services pursuant to RFP #04-032 Fuel Maintenance System.
- D. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) of the Local Government Code for the purchase of an item available from only one source for software from Printrak International, Inc., in an amount not to exceed \$39,200.00. (Funding: Sheriff 3040)

- E. Take all appropriate action to authorize the purchase of roof repairs from Tremco utilizing the Texas Cooperative Purchasing Network contract, for an amount not to exceed \$90,000.00. (Funding: Sheriff 7012)
- F. Take all appropriate action to accept cancellation notification from Houston Landscape Development for Section 4: Grass, pursuant to Bid 04-031 Landscape Material for Cinco Ranch Branch Library, and authorize the purchase from the next low bidder, Enchanted Gardens, Inc.
- 28. Approve Bills.
- 29. Authorize County Auditor to pay and release time-sensitive bills on March 11, 2004, to be ratified by Commissioners Court on March 16, 2004.
- 30. ENGINEERING: Workshop presentation by Burk-Kleinpeter, Inc. on the expansion of Trammel Fresno Road between FM 521 and Hillcroft, Precincts 1 and 2.
- 31. 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.
    - 1) Litigation: Cause No. 03-CV-129105; Cerena L. Schane v. Lone Star Rally, Inc., International Sound & Lights, Inc., Fort Bend County Fairgrounds, and The Marshall Tucker Band, Inc.; in the 400<sup>th</sup> Judicial District Court of Fort Bend County.
    - 2) Litigation: Cause No. 03-CV-130192; Sharon Kay Petrenella v, County of Fort Bend, Texas; in the 268<sup>th</sup> Judicial District Court, Fort Bend County.
  - 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.
    - 1) Land Matters, Pct. 1
    - 2) Land Matters, Pct. 4
    - 3) Land Matters, Fort Bend County Toll Road Authority.

- 32. Reconvene Open Session and consider taking action on the following matters:
  - A. § 551.071. Consultation With Attorney.
    - 1) Litigation: Cause No. 03-CV-129105; Cerena L. Schane v. Lone Star Rally, Inc., International Sound & Lights, Inc., Fort Bend County Fairgrounds, and The Marshall Tucker Band, Inc.; in the 400<sup>th</sup> Judicial District Court of Fort Bend County.
    - 2) Litigation: Cause No. 03-CV-130192; Sharon Kay Petrenella v, County of Fort Bend, Texas; in the 268<sup>th</sup> Judicial District Court, Fort Bend County.
  - B. § 551.072. Deliberation Regarding Real Property.
    - 1) Land Matters, Pct. 1
    - 2) Land Matters, Pct. 4
    - 3) Land Matters, Fort Bend County Toll Road Authority.

#### 33. Adjournment.

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

Robert E. Hebert, County Judge

#### NOTICE

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\_12:33 P.M.

FEB 2 7 2004

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 2, 2004 1:00 O'CLOCK P.M.

#### **AGENDA**

- 1. Call to Order.
- 2. Approve transfer in the amount of \$20,698 from Non-Departmental Salaries & Labor (010-045-0450-0200) into Salaries (115-051-0200) \$17,500; Social Security (115-051-0300) \$1,339 and Retirement (115-051-0400) \$1,859, to allow salary adjustments resulting from the HayGroup Study.
- 3. Adjournment.

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

Robert E. Hebert, County Judge

Notice of meeting/agenda posted at William B. Travis Building, Courthouse & Jane Long Annex, Richmond, Texas on Friday, February 27, 2004 by

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FILED FOR RECORD

NO\_\_\_\_TIME 12:33 P.M

FEB 2 7 2004

Grane Pilson
County Clerk Fort Bend Co. Tex.

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

I, <u>Dr. Dianne Wilson</u> , duly elected County Clerk and Clerk of Court, Fort Bend County,
Texas do hereby submit the Official Minutes of Commissioners Court held on the2 <sup>nd</sup>
day of March, 2004.
Amilson
DIANNE WILSON Ph.D., COUNTY CLERK
Now, therefore, be it resolved upon the motion of Commissioner PAHELSON seconded
by Commissioner <u>TAVINGMA</u> , duly put and carried, it is ordered to accept as
presented for record the attached minutes approved on this the16 <sup>th</sup> day of
<u>March</u> , 2004.
John Heleut
ROBERT E. HEBERT, COUNTY JUDGE

i/comm/ccm.doc

#### **Approved**

#### **MINUTES**

BE IT REMEMBERED, That on this 2<sup>nd</sup> DAY of MARCH, 2004, Commissioners Court 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

LINDA KUTACH for DIANNE WILSON COUNTY CLERK

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

#### 1. Call to Order.

Call to Order at 1:01 p.m. by Judge Hebert.

#### 2. Invocation and Pledge of Allegiance by Commissioner Patterson.

Invocation and Pledge of Allegiance by Commissioner Patterson.

#### 3. Approve minutes of meeting of February 24, 2004.

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve minutes of meeting of February 24, 2004 with correction to Purchasing item 36D – Bid number should be 04-039.

Judge HebertyesCommissioner MeyersyesCommissioner StavinohayesCommissioner PattersonyesCommissioner Prestageyes

#### Announcements and Public Comments.

Proclamation presented - Walk Across Texas Start Day, March 7, 2004

Commissioner Stavinoha announced that a public information meeting will be held on the Outdoor Lighting Ordinance on Monday, March 15, 2004 at the Rosenberg Civic Center, 7:00 p.m.

- 5. PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearing and take all appropriate action on the following matters:
  - A. Replat of Sienna Village of Waters Lake, Section 5, for the purpose of re-sizing lots and change the street name from Waters Lake Lane to Waters Lake Bend, Pct. 1.
  - B. Acceptance of the traffic control plan for Waterside Village, Section 2, Pct. 3.

Public hearing held on items 5 A& B. No public comments.

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

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

#### **CONSENT AGENDA ITEMS #6-21:**

- 6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials:
  - A. <u>Commissioner, Pct. 2</u>: Commissioner Grady Prestage to Phoenix, Arizona, July 16-20, 2004, to attend the National Association of Counties Annual Meeting. (Fund: 010-072-4014)
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#### <u>Item 13 continued – Engineering:</u>

- H. Approve application from Cravens Partners, Ltd. to construct a road tie-in onto McKaskle and also bore under McKaskle and Voss Rd., Pct. 3.
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- Approve Addendum to Contract with Knudson & Associates in the amount of \$13,500 for landscape design services for the Fort Bend Parkway Corridor, Project A.
- 2) Approve Supplemental Agreement No. 2 with Chiang, Patel & Yerby, Inc. in an amount not to exceed \$8,270.39 for design services for the Westpark Tollway.
- B. TREASURER: Authorize payment of invoices for work performed by consultants and/or contractors and listed on Board Report dated February 25, 2004, for an amount totaling \$1,983,415.02, of which \$1,510,272.48 is for Section A of the Fort Bend Parkway, and \$473,142.54 is for the Westpark Toll Road Extension. (Fund: 220-045-2025)

#### 15. HUMAN RESOURCES:

- A. Approve Salary Assignment of Grade 12, Step 5 of the Law Enforcement Policy Group (\$1,881.90 Bi-Weekly) for Position 027-002 in the Sheriff's Office, with an effective date of February 28, 2004.
- B. Approve Salary Assignment of Grade 7, Step 14 of the Law Enforcement Policy Group (\$1,186.35 Bi-Weekly) for Position 027-0258 in the Sheriff's Office, with an effective date of February 28, 2004.
- C. Approve Salary Assignment of Grade 9, Step 4 of the Professional/Management Policy Group (\$1,236.55 Bi-Weekly) for Position 030-0102 in the Library, with an effective date of February 28, 2004.
- D. Approve Salary Assignment of Grade 12, Step 1 of the Professional/Management Policy Group (\$1,768.83 Bi-Weekly) for Position 030-0085 in the Library, with an effective date of February 28, 2004.
- 16. JUSTICE OF THE PEACE, PCT. 1 PL. 1: Approve payment of \$1,500 in excess of the available amount on Purchase Order No. 00100001487 to Harris County Treasurer for FY 03 autopsy, Cause No. 03-283. (Fund: 010-045-4010)

#### 17. JUSTICE OF THE PEACE, PCT. 3:

- A. Approve payment by Invoice Transmittal in the amount of \$1,500 to Harris County Treasurer for autopsy performed in 2003, Cause No. 03-004, but not invoiced until 2004. (Fund: 010-045-4010)
- B. Approve payment of \$1,500 in excess of the available amount on Purchase Order No. 00100001487 to Harris County Treasurer for FY 2003 autopsy, Cause No. 03-140. (Fund: 010-045-4010)

#### 18. PURCHASING:

- A. Authorize advertising for statements of qualification for design/build contract for Travis Annex window rehabilitation.
- B. Authorize advertising for bids for City of Kendleton Sanitary Sewer Rehabilitation-Phase I.
- C. Authorize disposal of salvage county property as authorized by Section 263.152 (a)(4) of the Local Government Code by donating to a civic or charitable organization located in the county.
- 19. RISK MANAGEMENT: Approve payment in the amount of \$2,360 to Flora Lunford as settlement for damage to non-County vehicle incurred on January 13, 2004. (Fund: 010-068-0403-7100)

#### 20. ROAD & BRIDGE:

- A. Approve employee reimbursement in the amount of \$16.31 to Armando Santana for irrigation supplies bought without a purchase order for the Cinco Ranch Library facility irrigation system. (Fund: 010-090-M02C-7015)
- B. Approve renewal of Primary Interlocal Agreement between Fort Bend County and the Village of Pleak through September 30, 2005.

#### 21. TAX ASSESSOR/COLLECTOR:

- A. Approve refunds over \$500 as detailed in Tax Assessor/Collector's request dated February 24, 2004, for an amount totaling \$14,343.43.
- B. Approve Order Transferring Title to Tax Foreclosure Property to Garrett and Vicki Conner in exchange for the payment of all back taxes, penalties, interest, and fees to the taxing authorities, Pct. 1.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6-21 with correction to item 15 A – Position should read 027-0002; and item 7 B – transfer from Pct #3 Capital Project (010-090-M04H-7015).

Judge HebertyesCommissioner MeyersyesCommissioner StavinohayesCommissioner PattersonyesCommissioner Prestageyes

22. ADMINISTRATIVE SERVICES: Take all appropriate action to authorize the MIS department to use the Rosenberg Annex parking lot for a fund raising event on Wednesday, March 17, 2004, from 4:30-6:30 p.m. for one of their employees.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to authorize the MIS department to use the Rosenberg Annex parking lot for a fund raising event on Wednesday, March 17, 2004, from 4:30-6:30 p.m. for one of their employees.

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

#### **23.** BUDGET OFFICER:

A. Take all appropriate action to accept Certificate of Substantial Completion from Brookstone for the Cinco Ranch Branch Library.

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to accept Certificate of Substantial Completion from Brookstone for the Cinco Ranch Branch Library.

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

B. Take all appropriate action to adopt the proposed 2005 Fort Bend County Budget Policy as presented by the Budget Officer.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt the proposed 2005 Fort Bend County Budget Policy as presented by the Budget Officer and amend the Budget Policy to include that departments itemize their out of state travel requests during the budget process.

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

#### 24. ENGINEERING:

A. Take all appropriate action to approve the Advance Funding Agreement between Fort Bend County and Texas Department of Transportation regarding US 59 from 0.354 miles south of University Blvd. to .0344 miles north of FM 2759/State Hwy. 99, in the amount of \$1,500,000, Precincts 1 and 4. (Fund: 230-043-4301-7827)

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve the Advance Funding Agreement between Fort Bend County and Texas Department of Transportation regarding US 59 from 0.354 miles south of University Blvd. to .0344 miles north of FM 2759/State Hwy. 99, in the amount of \$1,500,000, Precincts 1 and 4. (Fund: 230-043-4301-7827)

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

#### <u>Item 24 continued – Engineering:</u>

B. Take all appropriate action to accept the proposal between Fort Bend County and Pate Engineers, Inc. to perform professional engineering and surveying services regarding the Fort Bend County Park & Ride, Pct. 1, authorize County Attorney to prepare agreement and determine funding source.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to accept the proposal between Fort Bend County and Pate Engineers, Inc. to perform professional engineering and surveying services regarding the Fort Bend County Park & Ride, Pct. 1; authorize County Attorney to prepare agreement, and transfer \$100,000.00 from Contingency (funds to be replaced when State sends its portion – 80/20 reimbursement from the State).

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

#### 25. HUMAN RESOURCES:

# A. Take all appropriate action to ratify Salary Administration Plan appeals approved by Human Resources and agreed to by the requesting departments.

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and carried (4-0-1), it ordered to ratify Salary Administration Plan appeals approved by Human Resources and agreed to by Sheriff Department and Juvenile Probation.

Sheriff's Office Juvenile Probation	Position Communications Systems Specialist - move to grade 10 Cook - no change		
Judge Hebert	yes	Commissioner Meyers	abstain
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

# B. Take all appropriate action on the effective date and salary levels of appeals that have been approved by Commissioners Court.

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (4-0-1), it is ordered to accept the appeals as presented, and grant the appeals as designated in Column 4 as presented by Human Resources, effective January 3, 2004.

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

# C. Take all appropriate action on Salary Administration Plan appeals for which no agreement has been reached between Human Resources and the requesting departments.

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and carried (4-0-1), it is ordered to grant the appeal by Community Development and move the Project Coordinator-Fiscal Affairs position from grade 10 to grade 11.

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

# <u>Item 25C continued - take all appropriate action on Salary Administration Plan appeals for which</u> no agreement has been reached between Human Resources and the requesting departments:

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and carried (4-0-1), it is ordered to grant the appeal by Engineering and move the Permit Administrator from grade 9 to Grade 10.

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

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and carried (4-0-1), it is ordered to approve recommendation from Human Resources to move Automobile Director and Tax Director from grade 13 to grade 14, Tax Assessor/Collector.

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

Moved by Stavinoha, Seconded by Commissioner Patterson, duly put and carried (3-1-1), it is ordered to accept recommendation by Human Resources to make no changes to the Accounting Manager, Division Supervisor, Assistant Division Supervisor, Accounting Assistant, Department Coordinator, Clerk Specialist, Clerk III and Administrative Assistant Positions in the Tax Assessor/ Collector's Office.

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

Moved by Commissioner Prestage to grant appeal by Human Resources Assistant-Recruiting. FAILED DUE TO LACK OF A SECOND.

No action taken on Administrative Services Director and Administrative Manager.

#### 26. JUSTICE OF THE PEACE, PCT.1 - PL. 1:

A. Take all appropriate action on request to transfer the amount of \$10,964 from Non-Departmental Contingency (010-045-0450-4040) into Temporary/Part-Time (010-020-0201) \$9,200; Retirement (010-020-0400) \$977; Social Security (010-020-0300) \$704; and Workers Comp (010-020-0600) \$83 to allocate funds through the end of the fiscal year for temporary clerical support while staff are being trained in the ACS system.

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve request to transfer the amount of \$10,964 from Non-Departmental Contingency (010-045-0450-4040) into Temporary/Part-Time (010-020-0201) \$9,200; Retirement (010-020-0400) \$977; Social Security (010-020-0300) \$704; and Workers Comp (010-020-0600) \$83 to allocate funds through the end of the fiscal year for temporary clerical support while staff are being trained in the ACS system.

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

#### Item 26 continued - Justice of the Peace, Pct.1 - Pl. 1:

B. Take all appropriate action to transfer \$660 from Non-Departmental Contingency (010-045-0450-4040) into Utilities (010-020-2000) to allocate funds for installation and monthly service for two additional phone lines (793 exchange).

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to transfer \$660 from Non-Departmental Contingency (010-045-0450-4040) into Utilities (010-020-2000) to allocate funds for installation and monthly service for two additional phone lines (793 exchange).

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

#### 27. PURCHASING:

A. Take all appropriate action to purchase one (1) police package automobile for the Sheriffs Office pursuant to Bid #03-001.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase one police package automobile (Ford Crown Victoria) for the Sheriffs Office from Helfman Ford pursuant to Bid #03-001. Funding: Insurance (010-068-0403-7100) \$12,389.50, balance from Sheriff (010-027-0270-6025).

Base Unit:	\$19,900.00
Key Code:	45.00
Option 1:	151.00
Option 3:	58.00
Total	\$20,154.00

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

B. Take all appropriate action to purchase one (1) pickup truck for Road and Bridge pursuant to Bid #03-002.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to purchase one pickup truck (Bucket Truck) for Road and Bridge from Helfman Ford pursuant to Bid #03-002 in the amount of \$25,650.00.

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

#### **Item 27 continued – Purchasing:**

C. Take all appropriate action to authorize contract negotiations with B & F Maintenance Services pursuant to RFP #04-032 – Fuel Maintenance System.

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to authorize contract negotiations with B & F Maintenance Services pursuant to RFP #04-032 – Fuel Maintenance System.

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

D. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) of the Local Government Code for the purchase of an item available from only one source for software from Printrak International, Inc., in an amount not to exceed \$39,200.00. (Funding: Sheriff 3040)

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to grant an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) of the Local Government Code for the purchase of an item available from only one source for software from Printrak International, Inc., in an amount not to exceed \$39,200.00. (Funding: Sheriff 3040)

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

E. Take all appropriate action to authorize the purchase of roof repairs from Tremco utilizing the Texas Cooperative Purchasing Network contract, for an amount not to exceed \$90,000.00. (Funding: Sheriff 7012)

Pass.

F. Take all appropriate action to accept cancellation notification from Houston Landscape Development for Section 4: Grass, pursuant to Bid 04-031 Landscape Material for Cinco Ranch Branch Library, and authorize the purchase from the next low bidder, Enchanted Gardens, Inc.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to accept cancellation notification from Houston Landscape Development for Section 4: Grass, pursuant to Bid 04-031 Landscape Material for Cinco Ranch Branch Library, and authorize the purchase from the next low bidder, Enchanted Gardens, Inc.

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

#### 28. Approve Bills.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$1,065,364.74.

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

# 29. Authorize County Auditor to pay and release time-sensitive bills on March 11, 2004, to be ratified by Commissioners Court on March 16, 2004.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to authorize County Auditor to pay and release timesensitive bills on March 11, 2004, to be ratified by Commissioners Court on March 16, 2004.

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

# 30. ENGINEERING: Workshop presentation by Burk-Kleinpeter, Inc. on the expansion of Trammel Fresno Road between FM 521 and Hillcroft, Precincts 1 and 2.

Presentation by Larry Allen, representing Burk-Kleinpeter, Inc., on the expansion of Trammel Fresno Road between FM 521 and Hillcroft, Precincts 1 and 2.

#### Recess.

Recessed at 2:35 p.m.

## 31. 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.
  - 1) Litigation: Cause No. 03-CV-129105; Cerena L. Schane v. Lone Star Rally, Inc., International Sound & Lights, Inc., Fort Bend County Fairgrounds, and The Marshall Tucker Band, Inc.; in the 400<sup>th</sup> Judicial District Court of Fort Bend County.
  - 2) Litigation: Cause No. 03-CV-130192; Sharon Kay Petrenella v, County of Fort Bend, Texas; in the 268<sup>th</sup> Judicial District Court, Fort Bend County.
- C. § 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property.
  - 1) Land Matters, Pct. 1
  - 2) Land Matters, Pct. 4
  - 3) Land Matters, Fort Bend County Toll Road Authority.

#### **Closed Session:**

Convened at 2:51 p.m. Adjourned at 3:17 p.m.

#### Reconvene.

Reconvened at 3:18 p.m.

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

#### A. § 551.071. Consultation With Attorney.

1) Litigation: Cause No. 03-CV-129105; Cerena L. Schane v. Lone Star Rally, Inc., International Sound & Lights, Inc., Fort Bend County Fairgrounds, and The Marshall Tucker Band, Inc.; in the 400<sup>th</sup> Judicial District Court of Fort Bend County.

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (4-0), it is ordered to authorize County Attorney to negotiate the complete terms and provisions for the full and final settlement of Cause No. 03-CV-129105; Cerena L. Schane v. Lone Star Rally, Inc., International Sound & Lights, Inc., Fort Bend County Fair Association, Inc., and The Marshall Tucker Band, Inc. and Fort Bend County; in the 400<sup>th</sup> Judicial District Court of Fort Bend County.

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

# 2) Litigation: Cause No. 03-CV-130192; Sharon Kay Petrenella v, County of Fort Bend, Texas; in the 268<sup>th</sup> Judicial District Court, Fort Bend County.

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (4-0), it is ordered to authorize County Attorney to incur litigation expenses not to exceed \$1,500.00 for Cause No. 03-CV-130192; Sharon Kay Petrenella v. County of Fort Bend, Texas; in the 268<sup>th</sup> Judicial District Court, Fort Bend County.

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

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

#### 1) Land Matters, Pct. 1

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and carried (4-0), it is ordered to authorize the County Attorney and County Engineer to obtain 1.760 acres of land adjacent to the Fairgrounds for the extension of the proposed Fairgrounds Boulevard to North Fairgrounds Road in the City of Rosenberg for a land cost of \$102,080 plus closing cost not to exceed \$10,000, right-of-way acquisition to be paid from Contingency; or authorize County Attorney to obtain property appraisal; and authorize County Judge to execute any and all documents relating thereto.

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

#### <u>Item 32B continued – reconvene open session and consider taking action on the following matters:</u>

#### 2) Land Matters, Pct. 4

Moved by Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (4-0), it is ordered to authorize the County Attorney's office to prepare a resolution and order declaring the public necessity and convenience for the location, alignment, and drainage of West Bellfort from the west property line of the Sugar Grove Subdivision at the private road extension of Martinez Street to the east right-of-way line of State Highway 99 and Morton Road.

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

#### 3) Land Matters, Fort Bend County Toll Road Authority.

Pass.

#### 32. Adjournment.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to adjourn Commissioners Court at 3:20 p.m. on Tuesday, March 2, 2004.

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

#### DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of MARCH, 2004, 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

LINDA KUTACH for DIANNE WILSON COUNTY CLERK

DAN GERKEN DRAINAGE DISTRICT MANAGER

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

#### 1. Call to Order.

Call to Order at 1:08 p.m. by Judge Hebert.

2. Approve transfer in the amount of \$20,698 from Non-Departmental Salaries & Labor (010-045-0450-0200) into Salaries (115-051-0200) \$17,500; Social Security (115-051-0300) \$1,339 and Retirement (115-051-0400) \$1,859, to allow salary adjustments resulting from the HayGroup Study.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve transfer in the amount of \$20,698 from Non-Departmental Salaries & Labor (010-045-0450-0200) into Salaries (115-051-0200) \$17,500; Social Security (115-051-0300) \$1,339 and Retirement (115-051-0400) \$1,859, to allow salary adjustments resulting from the HayGroup Study.

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

#### 3. Adjournment.

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to adjourn the Drainage District Board Meeting at 1:10 p.m. on Tuesday, March 2, 2004.

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

# Office of the County Judge Fort Bend County

# **Proclamation**

Whereas, The Surgeon General has reported that as many as sixty percent of American adults are not regularly physically active; and

Whereas, Fifty percent of our youth age 12-21 years are not vigorously active on a regular basis, and that physical inactivity is a major contributor to many adults and children being overweight; and

Whereas, Research proves that action must follow awareness to create a change in lifestyle, and the tremendous amount of support through involvement in Walk Across Texas can provide encouragement to get people moving; and

Whereas, Increased physical activity can help decrease heart disease - the leading cause of death in this country; improve blood sugar control for people with diabetes; improve blood pressure control for those with high blood pressure; improve the immune system and even reduce depression; and

Whereas, Walk Across Texas is an eight week physical activity program whereby teams of eight participants pool their mileage--walking, riding, or running across Texas; encouraging people to get moving; to have a positive impact on their health.

NOW, THEREFORE, I, Robert E. Hebert, County Judge of Fort Bend County, Texas, hereby proclaim March 7<sup>th</sup>, 2004 in Fort Bend County, Texas as:

# "WALK ACROSS TEXAS" Start Day

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the County Judge to be affixed this 2<sup>nd</sup> day of March, 2004.

Robert E. Hebert, County Judge



#### FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

February 6, 2004

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

RE: Waterside Village, Section 2 - Traffic Control Plan

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plan is scheduled for 3/2/2004.

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

Sincerely,

Steven L. Evans

Assistant to County Engineer

Faren L Warn

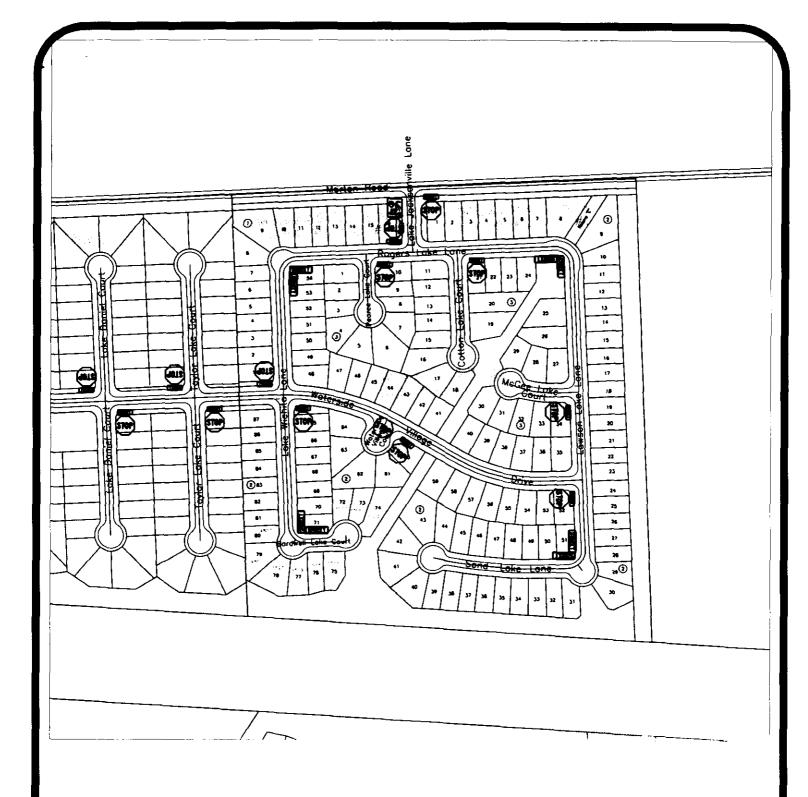
SLE/mjs

cc: Judge Robert E. Hebert, County Judge

Marc Grant - FBC Road & Bridge

Marc Grant - Signage Department

File



#### LEGEND

STOP SIGN (R1-1)

STOP SIGN (R1-1) WITH STREET NAME SIGN (D3-1)

33

30 M.P.H. SPEED LIMIT SIGN (R2-1)

53

35 M.P.H. SPEED LIMIT \$1GN (R2-1)

92

KEEP RIGHT SIGN (R4-7)

#### NOTE:

The purpose of this traffic control plan is to establish traffic control for Waterside Village, section 2.

irm Name and Address

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

Project Name and Address

Waterside Village subd. Control Map and Street Sign Layout

Drown By:L. Brdecka	Sheet
Date: 2-2-04	
Approved By:S. Evons	
Date: 2-2-04	Sec. 2
Scale 1" = 200'-0"	

### FORT BEND COUNTY

AGENDA ITEM

## COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

COURT AGENDA DATE:	04	SUBMITTED BY: pame1 DEPARTMENT: 072 PHONE NO.: 281-40	#	A
Confer	sioner Prestage	to attend the NAC on in Phoenix. Ari	o Annual	<del></del>
RENEWAL CONTRACT/AGREEM	ENT: Yes() No(	)		
LIST SUPPORTING DOCUMENTS	ATTACHED:		16 REIN	
FINANCIAL SUMMARY:			FEL 24	
BUDGETED ITEM:	NNUALIZED DOLLARS:	COMMENTS:	18,	or to M
Yes ( ) No ( ) N/A ( )	One Time	()	JAN 300	at .
Funding Source: Fund <sup>0 1 O</sup> Agency <sup>0 7 2</sup> Object 4 0 1	Resulting N/A	( )		
Original Form Submitted with CC with back up:  ( ) Auditor ( ) Budget Officer ( ) County Attorney ( ) Purchasing Agent ( ) County Clark	(281-341-3774) (281-344-3954) (281-344-4557) (281-341-8642) (281-341-8687)	ge's Office: ( ) ( ✓ whe ( ) Comm. Pct. 1 ( ) Comm. Pct. 2 ( ) Comm. Pct. 3 ( ) Comm. Pct. 4	(281-342-0587) (281-403-8009) (281-403-8009) (281-242-9060) (281-980-9077)	
the departments lightid shift	iorm, incomplete forms v f agenda form with all be m.	vill not be processed. ok up information by Wednes Judges Office by 2:00 p.m. or		
	RECOMMENDATION / A	CTION REQUESTED:		7

#### FORT BEND COUNTY

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

DATE SUBMITTED:	repruary 25, 2004	DEPARTMENT:	M.I.S.	GENDA #
COURT AGENDA DATE:	March 2, 2004	PHONE NO.:	281-341-4570	"6B
SUMMARY OF ITEM: Approv	/e out-of-state travel f	or Carla Valentino and Jeremy M	eyer to attend the ACS (	Client
Forum in Phoenix, Arizona, Ju	пе 12-16, 2004.			
RENEWAL CONTRACT/AGRI	EEMENT:	Yes ( ) No (X)		
LIST SUPPORTING DOCUME	NTS ATTACHED: F	Forum information		
FINANCIAL SUMMARY	•			**
BUDGETED ITEM:	ANNUALIZED D	OLLARS: COMMENT	·Q•	
Yes (X) No ( ) N/A	( ) One Time		e cost: \$1,400 each s \$500 registration fee)	
Funding Source:		lecurring ( )	o o o o o o o o o o o o o o o o o o o	
Fund 010 Agency 036 Obj	ject 4014 N	/A ( )		
Original Form Submitted w	ith back up to Co	unty Judge's Office: Yes (	X )	<del></del>
			,	
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		yes (x) Comm. Pct. 4	(281-980-9077)	
yes (x) County Clerk	(281-341-8697)			
Instructions for submitting an A	ganda Dagmoste			<del></del>
Instructions for submitting all A	genua Kequest:			
		rms will not be processed.		
		all back up information by Wedne	sday at 2:00 p.m. to	
the departments listed at		ounty Judges Office by 2:00 p.m. o	n Wadnasday	
3. All original back-up mus	t be received in the Ct	ounty Judges Othice by 2:00 p.m. 0	и чесписмау.	
	RECOMMEND	OATION / ACTION REQUESTED	:	

I respectfully request that this travel be approved.

# People Making Technology Work'"

Home Site May Privacy Policy Contact Us





**Client Forum Home** 

**Systems Home** Government

Conference at a Glance Conference Team

Travel & Area Info

Registration Info

Register by Product

Government Systems | Client Forum 2004



June 13-16, 2004

Phoenix/Scottsdale, Arizona USA Westin Kierland Resort & Spa www.acs-inc.com/gs

The ACS User Conference is now the ACS Client Forum

Registration Information

Educational agenda will be

posted in February.

Registration is just \$500. Late registration, \$600.

hundrads network with colleagues, discuss their ACS solutions, and examine best practices. In light of this transformation, ACS is pleased to announce a new name for the conference — the ACS Client Forum. Since the first conference in 1989, the ACS User Conference has evolved from a small gathering of clients meeting to discuss their products to a forum where

Whether you're an executive, technical expert, or someone who uses our solutions daily, this conference promises something for everyone. Based on client feedback from last year's conference, the 2004 conference features:

- Sessions related to the strategic direction of ACS
- More information on all ACS offerings Expanded Internet Café hours
- Expanded Learning Lab hours
- More client-led sessions
- Sessions related to market and industry trends
  - More time to enjoy the location

2/20/2004

This year's conference will be held at the beautiful Westin Kierland Resort in Phoenix/Scottsdele, Arizona. Reservations can be made by calling (800) 937-

8461 and requesting the ACS room rate. Room rates are \$129.

ACS Justice Solutions

The registration fee for the conference will be an affordable \$500 per attendee. Register after May 10, 2004, and the late registration fee will be \$600.

sassions will allow you to share ideas, learn about solutions, meet and interact with other government and justice professionals, and provide input As in previous years, the conference will offer a variety of educational and professional development sessions, packed with useful information. These for product enhancements, The educational agenda will be available on this website in February. Check back here for the latest conference information.

We look forward to seeing you there!

Kyle V. Howard

kyle.howard@acs-inc.com Conference Manager 800-772-0597, ext. 335

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2/20/2004

## People Making Technology Work™

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| Client Forum Home | Government | Systems Home | Conference Team

| Conference at a Glance

| Travel & Area Info

| Registration Info

[ Register by Product

Government Systems | Client Forum 2004 | Conference at a Glance

#### Conference at a Glance

	Sunday, June 13, 2004
12:00 pm - 6:00 pm	Registration & Information Desk Open
3:00 pm - 4:30 pm	Roundtable Discussions
5:00 pm - 6:30 pm	Welcome Reception Hosted by the Client Leadership Committee - Join the Client Leadership Committee, colleagues, and ACS staff as we kick off the 2004 conference.
	Monday, June 14, 2004
7:30 am - 5:30 pm	Registration & Information Desk Open
7:30 am - 8:30 am	Continental Breakfast
8:00 am - 5:30 pm	Learning Lab Open
8:45 am - 9:45 am	President's Address - Hear from ACS senior management about ACS' current and future plans to support you.
10:00 am - 11:30 am	Educational Sessions
11:30 am - 1:00 pm	Lunch Provided
1:00 pm - 5:30 pm	Educational Sessions
6:00 pm - 9:00 pm	A Southwest Evening - Network with colleagues while enjoying the entertainment, an assortment of food and beverages, and the breathtaking surroundings of the magnificent Southwest.
	Tuesday, June 15, 2004
7:30 am - 5:30 pm	Registration & Information Desk Open
7:30 am - 8:30 am	Continental Breakfast
8:00 am - 5:30 pm	Learning Lab Open
8:45 am - 11:30 am	Educational Sessions
11:30 am - 1:00 pm	Lunch Provided
1:00 pm - 5:30 pm	Educational Sessions
	Wednesday, June 16, 2004
7:30 am - 11:30 am	Registration & Information Desk Open
7:30 am - 8:30 am	Continental Breakfast
8:00 am - 11:30 am	Learning Lab Open
8:45 am - 11:30 am	Educational Sessions
addressed with recognishing all the difference was devoted a construction. This is in	and analysis and influential Method and Method to the entertain. The nation of the entertainment of the entertainm

#### FORT BEND COUNTY

#### COMMISSIONERS COURT AGENDA REQUEST FORM

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

DATE SUBMITTED: 2/19/04

SUBMITTED BY: Ann Werlein

**AGENDA** 

**DEPARTMENT:** CountyJudge

7A

**COURT AGENDA DATE: 3/2/04** 

PHONE NO.:

SUMMARY OF ITEM: Approve renewal agreement for FY-04 between Fort Bend County and Fort bend Council on Family

and Community Development in the amount of \$30,000 for service to alcohol and drug dependent

residents.

(Fund: 045-4010)

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 (V)

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)

ves ( $\checkmark$ )Comm. Pct. 2

(281-403-8009)

yes ( ✓) County Attorney

(281-341-4557)

yes ( $\checkmark$ )Comm. Pct. 3

(281-242-9060)

ves (✓)Purchasing Agent (281-341-8642)

yes (✓)County Clerk

(281-341-8697)

yes (✓)Comm. Pct. 4

(281-980-9077)

Instructions for submitting an Agenda Request:

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

**RECOMMENDATION / ACTION REQUESTED:** 

3-8-04

elment Dent to ann

COUNTY OF FORT BEND

8

# AGREEMENT BETWEEN FORT BEND COUNTY AND FORT BEND COUNCIL ON FAMILY AND COMMUNITY DEVELOPMENT, INC.

THIS AGREEMENT, made by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), a body politic, acting herein by and through its Commissioners' Court, duly authorized and empowered, and FORT BEND COUNCIL ON FAMILY AND COMMUNITY DEVELOPMENT, INC., (hereinafter referred to as "FB Council), acting herein by and through its duly authorized officers.

#### WITNESSETH:

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

WHEREAS, the COUNTY desires to contract with FB COUNCIL to provide certain services to alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

WHEREAS, the COUNTY desires to assist FB COUNCIL in its programs for alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

WHEREAS, FB COUNCIL desires to provide qualified staff and services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

WHEREAS, FB COUNCIL desires to provide assessment and evaluation programs, referral services, case management, and education, and related services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

WHEREAS, FB COUNCIL desires to provide a coordination service with the various service agencies within Fort Bend County pertaining to alcohol and drug abuse;

WHEREAS the services provided by FB COUNCIL are exempt from the competitive bidding requirements pursuant to § 262.024(a)(4), Texas Local Code.

NOW, THEREFORE, in consideration of the mutual representations and promises herein contained the COUNTY and FB COUNCIL agree as follows:

I.

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

II.

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

III.

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

IV.

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

V.

FB COUNCIL agrees it will provide the COUNTY with an annual independent audit of its operations and FB COUNCIL further agrees that the COUNTY may conduct an independent audit should COUNTY desire same.

FB COUNCIL agrees to defend, save, hold harmless and indemnify the COUNTY from all claims and liabilities that may arise or be alleged as a result (directly or indirectly) of FB COUNCIL's actions pursuant to this contract.

#### VII.

The COUNTY agrees to provide FB COUNCIL with THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) in consideration of FB COUNCIL performing the services stated in this contract. The term of this contract is for twelve (12) months beginning October 1, 2003 and ending on September 30, 2004. COUNTY agrees to pay FB COUNCIL for said services upon execution of this contract by both parties and upon receipt of FB COUNCIL's invoice therefore. The County's contribution in no way is to be associated in any manner with any program that Texas Commission on Alcohol and Drug Abuse (TCADA) fully or partially funds.

#### VIII.

The provisions of this contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this contract and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby, unless in the opinion of the **COUNTY** or **FB COUNCIL** the purposes of the contract have been rendered useless.

#### IX.

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

#### X.

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

### RECORDED ON. IN THE COMMISSIONER COURT MINUTES OF

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

XI.

IN WITNESS WHEREOF, the parties put their hands to this instrument on the dates indicated. This Agreement shall be effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge

Date: 3-2-2004

Dianne Wilson, County Clerk

**ATTES** 

FORT BEND COUNCIL ON FAMILY AND COMMUNITY DEVELOPMENT, INC.

Date: \_ 2/17/2004

### **AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$30,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Ed Sturdivant, County Auditor

## IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

7B

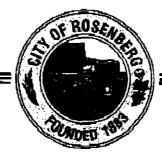
On this the2 day o	f <u>March</u> ,	<b>2004</b> , th	ne Commissioners' Cour	t, with the following	members being present:
	Robert E. Heb	ort -	County Judge		
	Tom Stavinoh		Commissioner Pre	oinet #1	
			Commissioner Pre		
	Grady Prestag				
	Andy Meyers		Commissioner Pre		
	James Patters	OH -	Commissioner Pre	cinct #4	
The following proceedin	gs were had, to-writ	1			
THAT WHEREAS, theretof Fort Bend County; and	ore, on September 9, 2	:003, the Col	urt heard and approved t	he budget for the ye	ear 2004 for
WHEREAS, on proper appl of a similar kind and fund. Th				ng budget surplus to	o a budget
The following transfers to sa	aid budget are hereby a	uthorized:			
Department Name:	Capital Improv	ements	Department #:		010-090
TRANSFER TO:					
LINE-ITEM NAM	ΛE	NU	IMBER	,	AMOUNT
Sheriff Evidence Fac	ility	010-090	D-M03D-7015		<u>\$35,9</u> 00
	TOTA	L TRANS	FERRED TO: \$		\$35,900
TRANSFER FROM:			<del></del> -		
Pct. 3 Land & Archite	ecture	010-090	D-M04H-7015		\$35,900
		DANGEE	RRED FROM: \$		<b>*25.000</b>
	TOTAL II	VANOFE	RRED FROM. 3		\$35,900
EXPLANATION: Feb order for the Sheriff E				ing of the fina	change
				·	
<del></del>	Calle	1			
Department Head:	hu coffee	1 au	r Date:	27-Feb-04	
					-4ªC
THE COUNTY OF FORT	BEND	USE W	HOLE DOLLARS	ONLY	
BY: John	Erelevi				
Robert F. Heber	t. County Judge				

### FORT BEND COUNTY

AGENDA ITEM

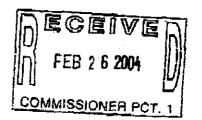
# COMMISSIONERS COURT AGENDA REQUEST FORM RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 02-25-04		Y: Linda Urbanek : Dept 071 Precinct 1 Commission Tom D. Stavinoha	AGENDA#
COURT AGENDA DATE: 03-02-04	PHONE NO.:	281-344-9400	814
SUMMARY OF ITEM: Appoint David Neely to to of Rosenberg.	the Mobility Committee a	nd remove Regina Morales at the re	equest of the City
RENEWAL CONTRACT/AGREEMENT:	Yes ( ) No ( )		
LIST SUPPORTING DOCUMENTS ATTACHEI	): Letter of request from	City of Rosenberg	
			<u> </u>
FINANCIAL SUMMARY:			
BUDGETED ITEM: ANNUALIZE	D DOLLARS:	COMMENTS:	
Yes ( ) No ( ) N/A ( ) One 7	Time ()		
Funding Source: Recur Fund Agency Object N/A	rring ( ) ( )		
Original Form Submitted with back up to	County Judge's Offic	ce: (√) (✓ when completed	d)
CC with back up:			
	<b>41-3774</b> ) (√)	Comm. Pct. 1(281-342-0587)	
		` ,	
` , /	, , ,	Comm. Pct. 2(281-403-8009)	
		Comm. Pct. 3(281-242-9060)	
( ) –	41-8642) (√) 41-8697)	Comm. Pct. 4(281-980-9077)	
			<del></del>
Instructions for submitting an Agenda Request:			
1. Completely fill out agenda form, incomple			
2. Fax or inter-office copies of agenda form the departments listed above.	with an back up informati	on by Wednesday at 2:00 p.m. to	
3. All original back-up must be received in the	ne County Judges Office b	y 2:00 p.m. on Wednesday.	
RECOMM	ENDATION / ACTION R	EQUESTED:	
Letter	of request from City of Ro	osenberg.	



February 26, 2004

The Honorable Tom Stavinoha FORT BEND COUNTY COMMISSIONER 701 South 4th Street P.O. Box 762 Richmond, Texas 77406-0762



RE: Fort Bend County Mobility Committee Replacement

Dear Commissioner Stavinoha.

As you may remember, Jim Bell was long-time participant on the Fort Bend County Mobility Committee, and was then replaced by our former Economic Development Director, Regina Morales. Recently, Ms. Morales left the City to serve as the President/CEO of the Katy Area Economic Development Council.

As a result, I will be replacing Ms. Morales and serve as City's representative to this Committee. I very much look forward to working with you all.

Sincerely.

David E. Neeley City Manager

DEN/ks

XC:

Honorable Mayor and City Council

Fort Bend County Judge Robert Hebert

Rechargements with 19th Market 19th . Consequence engine on deput Georgi Rechtly Constitute Contigues and

File/Mobility

File/Correspondence

### FORT BEND COUNTY

### AGENDA ITEM

### COMMISSIONERS COURT AGENDA REQUEST FORM

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

DATE SUBMITTED: 02/24/04

SUBMITTED BY:

County Attorney

AGENDA

COURT AGENDA DATE: 03/02/04

**DEPARTMENT:** 

Pct. 1

8B+C

PHONE NO.:

(281) 341-4556

#### **SUMMARY OF ITEM:**

Deliberate and take action on Project Agreement between Fort Bend County and Village of Pleak to provide assistance reconstructing Ansel Lane, a city-owned street.

Deliberate and take action on Project Agreement between Fort Bend County and Village of Pleak to provide assistance reconstructing Edgar Street, McClelan Street, Lottie Street and Cook Creek Court, all city-owned streets.

RENEWAL CONTRACT/AGREEMENT:

Yes () No (X)

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

**BUDGETED ITEM:** 

ANNUALIZED DOLLARS:

**COMMENTS:** 

Yes() No() N/A()

One Time

()

**FUNDING SOURCE:** 

Recurring

()

Fund

Agency

Object

N/A

()

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

CC with back up:

1			
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, Roa	ıd & Bridge

### Instructions for submitting an Agenda Request:

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

**RECOMMENDATION / ACTION REQUESTED:** 

greens Dent to Laura

STATE OF TEXAS	§	VNOW ALL ACKING THESE DESCRIPTION
	8	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 Pleak ("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 Alderman.

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

### I. BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on January 29, 2002. 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 Alderman, 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. <u>PURPOSE</u>

The purpose of this Project is to provide assistance reconstructing Ansel Lane, 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, 2004 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 reconstructing Ansel Lane, a city-owned street, ("Project").

### V. PROJECT LOCATION

The location for the Project is Ansel Lane, a city-owned street, ("Project Site").

### VI. SCOPE OF WORK

### **COUNTY'S RESPONSIBILITIES:**

The County agrees to provide up to 6 equipment hours at \$35.00 per hour, up to 12 man hours of labor at \$15.00 per hour, and up to \$165.50 materials for a total expenditure not to exceed \$555.50.

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 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 The Village of Pleak:
Mayor Margie Krenek
6621 FM 2218

Richmond, Texas 77469

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

3-2-2004 Date
Jan 21 2004

### **AUDITOR'S CERTIFICATE**

I hereby certify that funds are available from current revenues legally available in the amount of \$555.50 to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor

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

# ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE INTERLOCAL PROJECT AGREEMENT BETWEEN FORT BEND COUNTY AND THE VILLAGE OF PLEAK

On this the $\frac{200}{100}$ day of $\frac{100}{100}$	, 2004, the Commissioners Court of Fort
Bend County, Texas, upon motion of Conded by Commissioner	impissioner Meles,
Seconded by Commissioner	ATRISON, duly put and carried;
Interlocal Project Agreement between	County Judge be and is hereby authorized to execute the Fort Bend County and the Village of Pleak for the sor services. Said Agreement is incorporated herein by y set forth herein word for word.

FROM:

51**239852**4

Nov. 18 2003 12:27PM PI

AS PER ORIGINAL

RECEIVED

Village of Pleak 6621 FM 2218 South Richmond, TX 77469 (281) 239-8504 IN THE COMMISSIONER COURT MINUTES OF 3-2-04

**ROAD & BRIDGE** 

November 18, 2003

Commissioner Precinct #1 Tom Stavinoha 301 Jackson Richmond, Texas 77469

Dear Commissioner Stavinoha,

Mr. Corbin Humphrey, who resides at 762? Areel Lane, Richmond, Texas 77469 has brought to my amention that Ansel I are is in bad shape with many potholes and is in the need of repair. Ansel Lane is in the Village of Pleak limits. Mr. Humphrey can be reached at 281-342-2011.

Thank you for your assistance in this maner.

Sincerely,

Mayor Margie Krenek

Ce: Corbin Humphreys

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 Pleak ("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 Alderman.

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

### I. BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on January 29, 2002. 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 Alderman, 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. PU<u>RPOSE</u>

The purpose of this Project is to provide assistance reconstructing Edgar Street, McClelan Street, Lottie Street and Cook Creek Court, all city-owned streets.

### III. <u>TERM</u>

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2004 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 reconstructing Edgar Street, McClelan Street, Lottie Street and Cook Creek Court, all city-owned streets, ("Project").

### V. <u>PROJECT LOCATION</u>

The location for the Project is Edgar Street, McClelan Street, Lottie Street and Cook Creek Court, all city-owned streets, ("Project Site").

### VI. SCOPE OF WORK

### **COUNTY'S RESPONSIBILITIES:**

The County agrees to provide up to 463 equipment hours at \$35.00 per hour, up to 522 man hours of labor at \$15.00 per hour, and up to \$26,763.31 materials for a total expenditure not to exceed \$50,798.31.

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 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 The Village of Pleak:

Mayor Margie Krenek 6621 FM 2218 Richmond, Texas 77469

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

# FORT BEND COUNTY: 3-2-2004 Robert Hebert, Fort Bend County Judge Date Attest: Dianne Wilson, Fort Bend County Clerk VILLAGE OF PLEAK: City Secretary, Village of Pleak, REVIEWED:

### **AUDITOR'S CERTIFICATE**

I hereby certify that funds are available from current revenues legally available in the amount of \$50,798.31 to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor

Fort Bend County Road Commissioner

STATE OF TEXAS	§	VNOW ALL MEN BY THESE DRESSYTS.
	8	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 VILLAGE OF PLEAK

On this the	$2^{n}$ day	y of \\	NArd	, <b>3004</b>	the Commiss	sioners Co	ourt of Fort
Bend County	, Texas, u	pon motio	n of Commission	er	Meyers		,
Seconded by			TAHU50	V	, duly put a	nd 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 Village of Pleak 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.

ROM -

PAX NO. : 2812396504

Aug. 22 2003 29:46AM P1

AS PER ORIGINAL

Village of Pleak

6621 FM 2218 South Richmond, TX 77469 (281) 239-8504

Angus, 22, 2003

Jos of year he

Commissioner Profinct#1.
Tom Stavischa
301 Jackson
Richmond, Texas 77469

Dear Commissioner Stavinoba,

The Village of Pieck is requesting that MaCleian Road, Edgar Road, and Lattic Road all be re-constructed. All of the above mentioned roads are wishin the Village of Pieck limits. Piecse contact me if you require further inflamation.

Thank you for your assistance in this matter.

Sincercly,

Margie Kurch

Mayor Marpie Krenek

AS PER ORIGINAL

Village of Pleak

6621 FM 2218 South Richmond. TX 77469 (281) 239-8504



January 9,2004

Commissioner Precinct #1 Tom Stavinoha 301 Jackson Richmond, Texas 77469

Dear Commissioner Stavinoha,

The Village of Pleak is requesting that Coon Creek Ct. be added to the list of streets listed in the August 22,2003 letter that need to be re-constructed. Enclosed is a copy of that letter. Please contact me if you require further information.

1. Hand

Thank you for your assistance in this matter.

Sincerely. Margie Krenek by R.E.

Mayor Margie Krenck

RECEIVED

**ROAD & BRIDGE** 

AS PER ORIGINAL

Village of Pleak 6621 FM 2218 South Richmond, TM 77469 (281) 239-3504

December 8, 2003

Commissioner Precinct #1 Tom Survinoha 301 Jankson Richmond, Texas 77469

Dear Commissioner Stavingha

Mr. Danny Marck, who resides at 2704 Edgar R.I., Rosenberg. TX, has brought to my attention that Edgar Lane is in bed shape with many potholes and is in the need of repair. Edgar Road is in the Village of Pleak. Mr. Mar. k can 'x reached at 281-342-1723.

Thank you for your assistance in this matter?

Sincerely,

Mayor Margie Krenek

Ce: Daviny Marek

RECEIVED

**ROAD & BRIDGE:** 

DEC. 88 2883 81:13PM P1

PRSB622182 : 101 X64

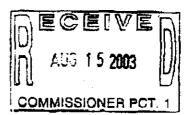
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P.01

AS PER ORIGINAL

Village of Pleak

6621 FM 2218 South Richmond, TX 77469 (281) 239-8504 HECORDED ON 3.8.04
IN THE COMMISSIONER COURT
MINUTES OF 3.2.04



August 14, 2003

Commissioner Precinct #1 Tom Stavinoha 301 Jackson Richmond, Texas 77469

Dear Commissioner Stavinoha,

I received a phone call from Mark Muegge who resides at 3309 Lottie Road, Rosenberg, Texas 77471. Mr. Muegge is requesting that the potholes be patched on his street. He said there are many potholes on this street with one large one across from his residence. If you have any questions please contact Mr. Muegge at 281-232-4285. This address is within the Village of Pleak limits.

Thank you for your assistance in this matter.

Sincerely,

Mayor Margie Krenek

Cc: Mark Muegge

### 9

## FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: Feb 24, 2004

DEPT. SUBMITTED BY: Building Maintenance

COMMISSIONERS COURT AGENDA FOR: March 2, 2004 DEPT. PHONE NO.: 238/238-3555

SUMMARY OF ITEM: Invoice #03041528 in the amount \$212.70 to be paid to Elevator Maintenance Company, Inc. for repairs to elevator not covered under our maintenance contract. This invoice was submitted to the Budget Office for payment out of the construction fund because the damage was sustained from the abuse the elevator received during the renovations of the Travis Building. No action has been taken. Building Maintenance can pay the invoice from Fees & Services, but no PO was obtained before the repair was performed.

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

LIST SUPPORTING DOCUMENTS ATTACHED:

(Back-up documentation must be attached for consideration)

#### FINANCIAL SUMMARY:

**BUDGETED ITEM:** 

ANNUALIZED DOLLARS:

()

COMMENTS:

Yes ( ) No (X) N/A ( )

One Time

Recurring ()

Fund 010

Agcy.: 008 Objec

Funding Source: Building Maintenance

Object: 4010 Fees & Services N/A

()

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

#### CC with back up:

th back up.					
Auditor	(281-341-3774)	Yes (X)	Comm. Pct. 1	(281-342-0587)	Yes (X)
Budget Officer	(281-344-3954)	Yes (X)	Comm. Pct. 2	(281-403-8009)	Yes (X)
County Attorney	(281-341-4557)	Yes (X)	Comm. Pct. 3	(281-242-9060)	Yes (X)
Purchasing Agent	(281-341-8642)	Yes (X)	Comm. Pct. 4	(281-980-9077)	Yes (X)
County Clerk	(281-341-8697)	Yes (X)	Admin. Srv.	(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:**

Please approve payment of invoice

### **INVOICE TRANSMITTAL**

County Auditor Form 1016 ( Rev. 02/98 )

		_ <del>-</del>	
14 Digit Distribution	Vendor Name		·
010-008-0080-4010	Elevator M	aintenance Compa	any, Inc.
Vendor Number			
741342760	Address		
Purchase Order Number (s)	P.O. Box 2	34 6400 Westpar	k, Suite 490
	City		
	Houton		
	State	Zip Code	Date
	Texas	77001	2/24/200
		<del></del>	
Description / Invoice Numbers	Am	ount	
		<u> </u>	
Invoice # 03041582			212.7
		<del></del>	
	To	otal \$	212.7
County Auditor's Use Only			2/24/0
		uel Burges	
Check Type		horized Department Ap	
Audited By			
	Treasur	er's Register Stamp ar	nd Number
Received			}
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Paid		•	
			1

### **ELEVATOR MAINTENANCE COMPANY, INC.**

P O BOX 234

6400 WESTPARK SUITE 490 (77057)

HOUSTON TX 77001

PHONE: 713-975-0282

FAX: 713-975-8228

January 28, 2004

Fort Bend County Building Maintenance 301 Jackson Richmond, TX 77469

ATTN: George Beran

Re: INVOICE #03041528 DATED 04-23-03

Dear George:

Please find enclosed "CERTIFIED INVOICE" for above invoice as requested by you.

Thank you for your help in obtaining payment on this invoice.

Sincerely,

vicky White,ز

Secretary of Corporation

CC: File

FEB - 2 2004

BUILDING MAINTENANCE

### IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

On this the	24th	_day of _	February ,	2004	_ , the	Commissioners	' Court, with	the following member	s being present
			Robert E. Heb	ert	-	County Judge	e		
			Tom Stavinol	ha	_	Commissione		#1	
			Grady Presta	ge	-	Commissione	er Precinct:	#2	
			Andy Meyer	s	-	Commissione	er Precinct	#3	
			James Patters	son	-	Commissione	er Precinct	<del>#4</del>	
The follow	wing proc	eedings	were had, to-wri	t,					
THAT WH Fort Bend Co			, on September 9,	2003, the	e Cou	rt heard and app	proved the I	oudget for the year 200	)4 for
			tion, the Commiss ransfer does not in					oudget surplus to a bud	get
The followi	ing transfe	ers to said	budget are hereby	/ authoriz	zed:				
Departmen	t Name:		Budget Of	fice		Department	t#:	076	
TRANSFE	R TO:								
	LINE-ITEI	M NAME			NUM	BER		AMOUNT	7
Budget C	Office								
Fees & S		;	- <del> </del>	010-0	076	0760-4010	_		\$59,393
						-			
<del></del>	<del></del>							· · · · · · · · · · · · · · · · · · ·	<del></del>
			TOTAL	TRAN	NSF	ERRED TO	: <b>\$</b>		\$59,393
TRANSF	ER FR	OM:							
County T									
Fees & S				010-0	006-	0060-4010		······································	\$59,393
<del></del>	<del></del>					<del></del>			<del></del>
٠.			TOTAL TR	RANSF	ERF	RED FROM:	- : \$		\$59,393
EXPLAN.	ATION.	Remai	nder of blank	et PO f	for A	DP. ADP v	vill now l	oe paid from the	•
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Department	t Head: (	- as	ne Edw	ad	<u></u>	Date:	. Fe	1.18 200	24
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THE COUN	ITY OEÆ	<b>/</b> ∩RT BE!	ND .	. USF	WH	OLE DOLL	ARS ON	LY	
THE COUN		//	7.	<u> </u>		<del></del>		<del></del>	
BY:	( /	مر <i>اح. ا</i>	کندولاه ۱۸						
	Robert 5	Hebert C	ounty Judge						
	. woodit C.	, lebelt, O	ounty oodge						

## IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

10B

On this the Z4111 da	y or <u>rebluary</u>	, <b>2004</b> , the	Commissioners Court, with	the lollowing members being present:
	Robert E. Hel	bert -	County Judge	
	Tom Stavino		Commissioner Precinct #	1
	Grady Presta	ige -	Commissioner Precinct #	2
	Andy Meyer	rs -	Commissioner Precinct #3	3
	James Patter	son -	Commissioner Precinct #4	4
The following proceed	dings were had, to-wri	t,		
THAT WHEREAS, there Fort Bend County; and	atofore, on September 9,	2003, the Cour	t heard and approved the bud	get for the year 2004 for
WHEREAS, on proper agof a similar kind and fund.	• •		as transferred an existing bud of the budget.	get surplus to a budget
The following transfers to	said budget are hereby	authorized:		
Department Name:	Non-Departi	mental	Department #:	045
TRANSFER TO:				
LINE-ITEM N	AME	NUM	1BER	AMOUNT
Residual Salaries	<del></del>	010-045	-0450-0205	\$613,000
TRANSFER FROM		L TRANSF	ERRED TO: \$	\$613,000
See Attached Repo				\$613,000
	TOTAL T	RANSFER	RED FROM: \$	\$613,000
EXPLANATION: 15	st quarter salary a	udit.		
Department Head:	James	ohw an	S Date: Fel	19,2004
THE COUNTY OF FOR	T BEND	USE WH	IOLE DOLLARS ON	<u>_Y</u>
BY: Robert E. Heb	Jenety Judge			

17.4 Pay Periods remaining

Salary Administration Program Transfer & Salary Audit Transfer

							الحيية	F	Transfer from 045-0200 (Hay Group)	m 04	5-0200 (H	ay Gro		Salary	Salary Sweep
Orgn.	Department Name	⋖	Amount Needed	Amor	Amount Available	Ω	Difference	Tra	Transfer to	Tran	Transfer to	Transfer to		Transi	Transfer to 045-
				,	(2/6/04)			90	Dept-0200	de l	Dept-0300	Dept-0400	7400	7	0702
0010	County Judge	69	153,569.07	\$	149,171.89	<del>63</del>	(4,397.18)	₩.	4,400	₩	337	69	467		
0020	County Clerk	₩	1,062,092.76	<b>6</b>	1,084,677.30	<del>69</del>	22,584.54							€9	19,000
0030	Tax Assessor/Collector	₩	1,069,734.87	₩	1,093,106.30	₩	23,371.43							₩	20,000
0040	District Clerk	↔	851,219.41	63	838,129.32	<b>↔</b>	$\overline{}$	43	13,100	₩.	1,002	₩;	1,391		
241	Records Mgt District Clerk	₩	33,726.42	₩.	35,055.31	₩	1,328.89			•					
0020	County Auditor	69	552,829.27	•	556,188.14	€>	3,358.87							69	1,000
0900	County Treasurer*	s	170,790.84	₩	161,000.19	₩	_	G	9,800	₩.	750	<del>6</del>	1,041		
0070	Human Resources	₩	235,420.17	€9	241,022.14	↔	5,601.97							<del>69</del>	2,000
0080	Building Maintenance	69	244,197.15	49	236,906.61	↔	(7,290.54)	G	7,300	s.	558	69	775		
. 0100	240th District Court	<del>67)</del>	76,751.92	€	74,545.12	₩	(2,206.80)	4	2,300	€9-	176	<del>6</del>	244		
0110	268th District Court	69	76,751.92	€	74,545,12	<del>69</del>	(2,206.80)	€Đ.	2,300	₩.	176	· <del>(3)</del>	244		
0120	District Attorney	69	1,895,637.94	69-	1,753,037.97	<del>69</del>	(142,599.97)	4	142,700	₩.	10,917	٠- ده	15,155		
604A	Victim Witness Staff Expansion	₩	42,973.48	•>	27,951.96	₩	(15,021.52)	(A	15,100	€9	1,155	₩	1,604		
G04B	VAWA - Investigator	₩	26,358.39	<b>6</b>	35,747.74	₩	9,389.35							<del>6</del>	6,000
0040 C	VAWA - Prosecutor	ઝ	38,252.86	•	29,173.35	₩	(9,079.51)	₩	9,100	69	969 969	<b>↔</b>	996		
0130	328th District Court	69	139,727.24	ω	137,217.10	↔	(2,510.14)	₩.	2,600	49	199	€3	276		
0140	Child Support	₩	148,661.58	s	146,180.40	<del>⇔</del>	(2,481.18)	₩	2,500	49	5	₩	<b>5</b> 66		·
0150	County Court at Law #1	<del>69</del>	166,986.54	<b>\$</b>	162,437.18	<b>↔</b>	(4,549.36)	₩	4,600	69	352	69	489		
0190	Justice of the Peace 1-2	₩	168,550.14	<b>↔</b>	166,981.64	<b>6</b> 7	(1,568.50)	(A	1,600	s	122	₩	170		
0200	Justice of the Peace 1-1	₩	160,232.85	₩	159,055.91	₩		63	1,200	₩.	85	₩	127		
0210	Justice of the Peace 3	ιch	146,791.44	€9	154,867.09	€>	8,075.65							₩	5,000
0220	Justice of the Peace 4	69	146,720.27	₩.	164,299.75	<del>67</del>	17,579.48							₩	10,000
0230	Constable 1	₩	355,329.55	69	381,274.69	<b>69</b>	25,945.14							₩	20,000
0231	Constable 1 - Teal Run	₩	23,037.77	<b>\$</b>	23,157.73	<b>⇔</b>	119.96								
0232	Constable 1 - Sienna	₩	48,239.93	G	47,939.96	69	(299.97)	49	300	₩	23	€9	32		
0233	Constable 1 - Greatwood	69	70,661.40	₩	69,062.37	₩	(1,599.03)	es.	1,600	<del>63</del>	122	69	170		
0240	Constable 2	69	295,770.79	<b>↔</b>	292,131.96	<del>49</del>	(3,638.83)	64	3,700	₩.	283	<del>69</del>	393		
0250	Constable 3	69	289,434.77	s	284,677.03	↔	(4,757.74)	4	4,800	<del>69</del>	367	69	510		
0260	Constable 4	69	252,048.09	₩	255,657.88	₩,	3,609.79								
0281	Constable 4 - Sweetwater	69	122,610.14	<b>5</b> 7	120,002.94	₩	(2,607.20)	69	2,700	€9	207	€9	287		
0013	Courthouse Security	<del>63</del>	153,091.29	₩	152,413.90	↔		63	20	69	72	€9	74		
0220	Sheriff - Enforcement	<del>()</del>	6,652,518.25	69	6,855,995.21	↔								69	190,000
													•		

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17.4 Pay Periods remaining

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Amount Needed
\$ 4,893,052.14 \$
\$ 120,414.96 \$
\$ 72,805.78 \$
\$ 101,292.36 \$
\$ 193,920.18
\$ 251,841.13
\$ 2,430,284.74
\$ 245,279.07
\$ 368,216,03 \$
\$ 317,221.70 \$
\$ 75,050.20 \$
\$ 1,944,526.40 \$
\$ 32,031.14 \$
\$ 1,111,007.40 \$
\$ 181,379.69 \$
\$ 99,330.44 \$
\$ 24,801.44 \$
\$ 184,373,18 \$
\$ 518,438.92 \$
\$ 20,525.21
\$ 158,848.25
\$ 93,430.10 \$
\$ 1,723,812.85 \$
\$ 164,820.10 \$
\$ 251,328.28 \$
\$ 426,214.19 \$
\$ 166,986.54 \$
\$ 166,986.54 \$
\$ 166,986.49 \$
\$ 63,217.47 \$
\$ 35,843.11 \$
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\$ 153,550.65 \$
\$ 336,384,18

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613,000

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Bioterrorism Preparedness Grant

0891 (G04A)

Law Library

27,316.07

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545

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(5,097.00)

130,778.90 128,716.54

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24 <del>2</del>4 <del>2</del>4

176 176

2,300

(3,878.98)

(2,217.80)(2,206.80)

79,962.92 76,535.12 74,545.12

132,516.33 83,841.90 78,752.92 76,751.92

17,160.28 1,343.66 752.07

80,134.88 44,484.00

62,974.60 135,875.90

Administrative Court Services Indigent Defense Program Health & Human Services

400th District Court

0810 0820 0800

0822

387th District Court

Administrative Services Records Management

43,140.34 127,964.47 27,853.22

(3,811.87)

(421.81)

35,770.54 128,704.46

414

298 298

200

<del>4</del> 4

3,420 489 276 53

4,600 2,600 3,900 3,900

(4,548.06)

3,127,569.87 226,234.23 223,776.36

3,159,762.26 230,782.29 226,292.59 36,192.35

interdepartmental Construction

0730 0740 0750 0753 0760 0770 0780

Commissioner 4 Commissioner 2 Commissioner 3 Commissioner 1

Road & Bridge Budget Office\* Mail Center

(32, 192.39)

5

(79.05) 746.76

147,961.88 144,334.23

148,040.93 143,587.47

181,119.89

Transfer from 045-0200 (Hay Group) Salary Sweep ransfer to Transfer to Transfer to 045-

Dept-0400

Dept-0300

Transfer to

Difference

Amount Available (2/6/04)

Amount Needed

Department Name

Orgn,

Dept-0200

maining
eriods re
Pay
17.4

## IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

On this the		_ <sup>day of</sup> _	February ,	2004	, the C	Commissioners' Court, with	the following members being presen
			Robert E. Hebe	ert	-	County Judge	
			Tom Stavinoh		-	Commissioner Precinct	<b>‡</b> 1
			Grady Prestag	e	-	Commissioner Precinct	<del>!</del> 2
			Andy Meyers	ı	-	Commissioner Precinct #	<b>#</b> 3
			James Patters	on	-	Commissioner Precinct #	<del>1</del> 4
The follo	wing pro	ceedings	were had, to-writ				
THAT WH Fort Bend C			e, on September 9, :	2003, the	e Cour	t heard and approved the t	oudget for the year 2004 for
			ation, the Commiss transfer does not in			as transferred an existing t I of the budget.	oudget surplus to a budget
The follow	ing transfe	ers to said	l budget are hereby	authorize	ed:		
Departmer	nt Name:		Non-Departm	ientai		_Department #:	045
TRANSFE	R TO:						
	LINE-ITE	M NAME			NUME	BER	AMOUNT
See atta	ched Re	eport					\$480,463
			· -				
			TOTAL	TRAN	ISFE	RRED TO: \$	\$480,463
TRANSF							
Salaries	& Labo	r		010-0	)45-(	0450-0200	\$480,463
			<del></del> -				
			<del></del> -				
			TOTAL TR	ANSF	ERR	ED FROM: \$	\$480,463
EXPLAN	ATION:	· Salan	adjustments f	rom H	avGi	roup Study	
	, (11011	· <del>Odial</del>	- dajaoti.ioii.co i	7011111		<u> </u>	
Departmen	it Head	Ja	mes Els	22 a.	S	Date: Feb	125,2004
THE COUN	NTY OF E	/ ORT BE	ND	USE '	WHO	DLE DOLLARS ON	•
			211	<u> </u>			- VK
BY:	Robert E	Hebert C	County Judge	<u></u>			/
			,				

Salary Administration Program Transfer & Salary Audit Transfer

ĺ								۲	Transfer from 045-0200 (Hay Group)	m 045	-0200 (Ha	y Group)	$\exists$	Salary Sweep	8
Orga.	Department Name	Ā	Amount Needed	Amou (	Amount Available (2/6/04)	_	Difference	F 2	Transfer to Dept-0200	Trang Dept	Transfer to Dept-0300	Transfer to Dept-0400		Transfer to 045- 0205	045
0010	County Judge	69	153,569.07	59	149,171.89	69	(4,397,18)	( s	4.400	.,	337 \$		467		
0020	County Clerk	4	1,062,092.76	· 69	1,084,677.30	6	_						*	19	19,000
0030	Tax Assessor/Collector	69	1,069,734.87	49	1,093,106.30	49	23,371.43						**	20	20,000
96	District Clerk	*	851,219.41	•	838,129.32	₩	(13,090.09)	₩	13,100	₩.	1,002	1,391	5		
8	Records Mgt District Clerk	63	33,726.42	<b>67</b>	35,055,31	<del>69</del>	1,328.89								
999	County Auditor	*	552,829.27	<del>67)</del>	556,188.14	₩	3,358.87						<b>⇔</b>	<b>-</b>	1,000
0900	County Treasurer*	63	170,790.84	₩	161,000.19	69	(9,790.65)	₩	9,800	69	750	0,1	1.04		
000	Human Resources	₩.	235,420.17	₩	241,022.14	*	5,601.97						↔	2,	2,000
0800	Building Maintenance	₩,	244,197.15	<del>69</del>	236,906.61	u)	(7,290.54)	€>	7,300	€9	558	~	775		
9100	240th District Court	69	78,751.92	*	74,545.12	69	(2,206.80)	₩	2,300	63	176	2	244		
0110	268th District Court	↔	76,751.92	67	74,545.12	69	(2,206.80)	₩	2,300	↔	176		244		
0120	District Attorney	ss.	1,895,637.94	€7	1,753,037.97	*	(142,599.97)	€9	142,700	<b>69</b>	10,917	\$ 15,155	22		
G04A	Victim Witness Staff Expansion	<del>69</del>	42,973.48	•	27,951.96	₩	(15,021.52)	₩	15,100	69	1,155	1,6	1,604		
G048	VAWA - Investigator	49	26,358.39	•	35,747.74	<b>6</b>	9,389.35						49		000'9
2040	VAWA - Prosecutor	↔	38,252.86	67	29,173.35	ss.	(9,079.51)	€	9,100	<del>67</del>	969	69	996		
96.5	328th District Court	€9	139,727.24	•→	137,217.10	47	(2,510.14)	₩	2,600	63	199	2	276		
0140	Child Support	•>	148,661.58	<b>\$</b>	146,180.40	↔	(2,481.18)	₩	2,500	₩.	191		266		
06.50 06.50	County Court at Law #1	ø	166,986.54	•	162,437.18	₩	(4,549.36)	₩	4,600	69	352	4	489		
960	Justice of the Peace 1-2	"	168,550.14	₩	166,981.64	43	(1,568.50)	₩	1,600	69		<b>~</b>	170		
0200	Justice of the Peace 1-1	w	160,232.85	*	159,055.91	s	(1,176,94)	<del>67</del>	1,200	49			127		
0270	Justice of the Peace 3	<b>67</b>	146,791.44	•>	154,867.09	₩.	8,075.65		•				49		5,000
0220	Justice of the Peace 4	છ	146,720.27	•	164,299.75	49	17,579.48						*	_	10,000
0230	Constable 1	↔	355,329.55	**	381,274.69	64	25,945.14						**		20,000
0231	Constable 1 - Teal Run	47	23,037.77	•	23,157.73	44	119.96					-	-		
0232	Constable 1 - Sienna	<del>67</del>	48,239.93	*	47,939.96	49	(299.97)	₩	300	€>	23	€9	33		
0233	Constable 1 - Greatwood	63	70,661.40	₩	69,062.37	43	(1,599.03)	49	1,600	₩	122	· •	170		
0240	Constable 2	<del>63</del>	295,770.79	69	292,131.96	A	(3,638.83)	₩>	3,700	₩.	283	en	393		
0520	Constable 3	<del>∨?</del>	289,434.77	<b>~</b>	284,677.03	ψA	(4,757.74)	₩	4,800	69	367	ις, 69	510		
0220	Constable 4	↔	252,048.09	49	255,657.88	(A)	3,609.79		-						
1920	Constable 4 - Sweetwater	<del>67</del>	122,610.14	<b>\$</b>	120,002.94	₩	(2,607.20)	¥ <del>)</del>	2,700	€9	207	5	787		
500	Courthouse Security	↔	153,091.29	€\$	152,413.90	69	(677.39)	63	200	69	3	- 64	74		
05/0	Sheriff - Enforcement	<del>57</del>	6,652,518.25	€9	6,855,995.21	6A	203,476.96						*		190,000
			•		•	,									

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41
×
X.
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17.4 Pay Periods remaining

ı								Transfer from 045-0200 (Hay Group)	0 mo	.5-0200 (H	ay Group		Salary Sweep	Sweep
Orgin.	Department Name		Amount Needed	Αm	Amount Available (2/6/04)	莅	Difference	Transfer to Dept-0200	T O	Transfer to Dept-0300	Transfer to Dept-0400		ransfe 02	Transfer to 045- 0205
0271	Sheriff - Detention	*	4,893,052.14	65	5,096,307.28		203,255,14					T	46	190,000
2709	Sheriff - Cinco Ranch	<b>#</b>	120 414.96	6/7	124,136.81	44	3,721.85						<b>6</b>	1,000
2710	Sheriff - Pecan Grove	**	72,805.78	*	74,396.17		1,590.39							
2711	Sheriff - New Territory	<b>\$</b>	101,292.36	4	105,411.60	40.	4,119.24						65	1,000
0280	Vehicle Maintenance	49	193,920.18	<b>6</b> 3	200,291.39		6,371.21						4	3,000
0290	Social Services	**	251,841.13	•	248,221.57	. 44	(3,619,56)	\$ 3.700	69	283	67	393		
0300	Library	**	2,430,284.74	69	2,441,401.83	. 40	11,117.09		•					8,000
0340	Health - Clinic	*	245,279.07	₩	234,081.40		(11,197,67)	\$ 11,200	69	857	<b>69</b>	1,189		-
0312	Health - Environmental	*>	368,216.03	<del>69</del>	370,437.06	. 4	2.221.03							
0320	Extension Services	*	317,221.70	69	323,907.98		6,686.28						69	3,000
0330	Fairgrounds	₩	75,050.20	<b>57</b>	68,886.30		(6,163.90)	\$ 6.200						
0340	Emergency Medical Services	67	1,944,526.40	69	2,037,328.97		92,802.57					_	5	85,000
0320	Veterans Services	*>	32,031.14	₩	31,214.26	44	(816.88)	\$ 900	€9	69	69	96		
0380	Management Information Systems	47	1,111,007.40	69	1,094,454.05	. 44	(16,553.35)	\$ 16,600	· 69	1.270	<del></del>	1,763		
03/0	Animal Control	₩	181,379.69	69	177,998.28		(3,381,41)	\$ 3.400	<b>6</b> 3	260	<b>€</b>	361		
0380	1 elecommunications	₩	99,330.44	₩	105,765.70		6,435.26						43	3,000
0380	Bail Bond Board	*>	24,801.44	÷	24,492.27		(309.17)	\$ 400	67	9	60	42		>
2 6	Fire Marshal	<b>6</b> 7	184,373,18	u	185,552.55		1,179,37							
5	Engineering	49	518,438.92	ø	539,529.97		21,091.05	*,				_	•	18,000
3 2	Recycling Center	<b>57</b>	20,525.21	₩	24,332.76		3,807.55							Ī
0440	Indigent Health Care	<del>\$</del>	158,848.25	64	163,688.56		4,840.31						69	1,000
20 20	Emergency Management	*	93,430.10	₩	80,655.00	44	(12,775.10)	\$ 12,800	69	979	<b>€</b> 9	1,359		
0100	Drainage District	*	1,723,812.85	<b>69</b>	1,708,315.75	44	(17,497.10)	\$ 17,500	₩,	1,339	. C-	1,859		
0250	Justice of the Peace 2	<b>⇔</b>	164,820.10	₩	174,010.31		9,190.21	•					67	000'9
96.46	Furchasing Agent	₩	251,328.28	65	252,952.14		1,623.86							
040 040	County Attorney	*	426,214.19	67	407,132.49	44	(19,081.70)	\$ 19.100	69	1.461	\$	2.028		
000	County Court at Law #2	₩	166,986.54	65	166,536.40	. 44	(450.14)			38	- 6/9	53		
090	County Court at Law #3	*>	166,986,54	₩	166,742.40		(244, 14)	300	€9	23	- 69	32		
0/60	County Court at Law #4	₩;	166,986.49	69	166,536.41	44	(450.08)		₩.	88	- 69	53		
986	Associate Judge	49	63,217.47	*	62,913.71		(303.76)	\$ 400	· 19	3 .	•	42		
000	Dept. of Public Safety	63	35,843.11	69	30,151,23	4	(5,691,88)	\$ 5700	- 69	436	- 69	605		
0890	Risk Management	•>	202,318.74	₩.	213,147.22		10.828.48		•			)	€9	2,000
9 6 6 6	Elections Administration	*	153,550.65	v	133,896.15		(19,654.50)	\$ 19.700	69	1 507	\$	092		•
3	Parks Dept.	4	336,384.18	49	321,514.55	۰.	(14,869.63)		•	1.140	6 <del>7</del>	1,582		

							1	insfer fr	om 045-02	200 (H	Transfer from 045-0200 (Hay Group)	Sal	Salary Sweep
Orgn. Depar	Department Name	₹	Amount Needed	⋖	Amount Available	Difference	Tran	Transfer to	Transfer to	rto	Transfer to	_	Transfer to 045-
					(2/6/04)		Dep	Dept-0200	Dept-0300	8	Dept-0400		0205
	Commissioner 1	₩	152,033.60	<u>دم</u>	151,662.83	(370,77)	s	8	69	듄	\$ 42	L	
_	Commissioner 2	47	181,119.89	49	181,532,75 \$	412.88		† !					
•	Commissioner 3	n	148,040.93	49	147,961.88	(79.05)	€7	400	•	æ			
	Commissioner 4	67	143,587.47	49	144,334,23	746.76		2	<b>.</b>	1			
0750 Road	Road & Bridge	*	3,159,762.26	₩3	3.127,569.87	(32, 192, 39)	€9	32.200	\$	2.463	\$ 3.420		
_	nterdepartmental Construction	*	230,782,29	4	226,234,23	(4.548.06)	• • • •	4.600	î • ve	352	\$ 489		
-	Budget Office*	s	226,292.59	49	223,776.36	(2.516.23)	• •	2,600	• •9	199	\$ 276		
	enter	•	36,192,35	69	35,770.54	(421.81)	• 69	200	• •9	38	53		
	Records Management	•	132,516.33	•	128 704.46	(3.811.87)	•	3,900	· <del>1/2</del>	298	\$ 414		
	Administrative Services	43	83,841.90	₩	79 962 92	(3.878.98)	49	3,900	. 45	28	\$ 414		•
	387th District Court	63	78,752.92	49	76.535.12	(2217.80)	•	200		176	244		
•	400th District Court	4	76,751.92	69	74.545.12	(2.206.80)	•	2300	• •	176	244		
•	Administrative Court Services	v,	62,974.60	67	80 134 88	17 160 28	·	}	•	) :		•	14 000
_	ndigent Defense Program	4	43,140,34	4	44,484.00	1.343.66						<u>.</u>	20.
OSSO Health	Health & Human Services	64	135,875.90	**	130,778.90	(5,097,00)	6/3	5.100	€9	390	\$ 542		
(G04A) Bioten	0891 (G04A) Bioterrorism Preparedness Grant	s	127,964.47	47	128,716.54	752.07		-			!		
o iou Law Library	brary	"	27,853.22	ઝ	27,316.07	(537,15)	s	909	<b>1/3</b>	46	\$ 64		
		4	40,469,287.66	.,	40.586,625.90	117.338.24 \$		424 700	32	32 015	2 44 445	4	613.000

## IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

On this the	24th	day of	February ,	2004	, the Commissioners'	Court, with the following members be	ing present:	
			Robert E. Heb	ert	- County Judge	•		
			Tom Stavinoh		- Commissione			
			Grady Prestag		- Commissione			
			Andy Meyers	•	- Commissione			
			James Patters		- Commissione			
The follo	wing pro	ceedings	were had, to-wri	it,				
THAT WH Fort Bend Co		eretofore	, on September 9, 20	003, the (	Court heard and appro	ved the budget for the year 2004 for		
			ion, the Commissio ansfer does not incr			existing budget surplus to a budget		
The follow	ng transfer	s to said	budget are hereby a	uthorized	:			
Departmen	t Name:		lon-Departn	nenta	Department	#: 045	<del></del>	
TRANSFE	R TO:							
LINE-ITEM NAME					NUMBER	AMOUNT		
Equipment Maintenance/Repairs 010-0				010-	045-0450-1020		\$6,650	
			TOTAL	TRAI	NSFERRED TO	: \$	\$6,650	
TRANSF	ER ER	OM·					<del>- 40,000</del>	
							¢e een	
See attac	ned Re	eport	<del></del> -				\$6,650	
			<del></del> -				· · · · · · · · · · · · · · · · · · ·	
		•	TOTAL TR	RANSF	ERRED FROM	: \$	\$6,650	
EXPLAN	ATION:	On Fe	b 3 2004 Co	mmiss	sioners Court av	varded a term contract for		
EXPLANATION: On Feb. 3, 2004 Commissioners Court awarded a term contract for								
fax machines. The budgeted amount is being transferred from each department into								
Non-Departmental so that each department contract can be administered together in Non-Departmental.								
in Non-L	epartm	ental.					<del></del>	
Departmen	t Head:		amo E	luc	nd Date	Feb 19, 20	04	
						,		
THE COUN	ITY OF	ORT BE	NO.	USE	WHOLE DOLL	ARS ONLY		
BY:	(/4	bull	Meleur					
	Robert E.	Hebert, C	ounty Judge					

### **Fax Machine Maintenance Contracts**

Transfer From:		Amount
Auditor	010-005-0050-4010	\$399
Bail Bond Board	010-039-0390-4010	<b>\$</b> 199
Child Support	010-014-0140-4010	\$199
Constable Pct 1	010-023-0230-4010	\$398
County Court at Law #4	010-057-0570-4010	\$225
District Clerk	010-004-0040-4010	<b>\$22</b> 5
Engineering	010-043-0430-4010	\$225
Environmental Health	010-031-0312-4010	\$199
Extension Service	010-032-0320-4010	\$225
Fire Marshal	010-040-0400-4010	\$195
Health & Human Services	010-089-0890-4010	\$399
Human Resources	010-008-0080-4010	\$225
Justice of the Peace 1-2	010-019-0190-4010	<b>\$</b> 199
Justice of the Peace 3	010-021-0210-4010	\$225
Justice of the Peace 4	010-022-0220-4010	\$225
MIS	010-036-0360-4010	\$225
Purchasing	010-053-0530-4010	\$398
Records Management	010-078-0780-4010	\$199
Road and Bridge	105-075-0750-4010	<b>\$649</b>
Sheriff	010-027-0270-4010	<b>\$7</b> 19
Tax Office	010-003-0030-4010	\$299
Treasurer	010-006-0060-4010	\$399
		\$6,650

# FORT BEND COUNTY

# AGENDA ITEM COMMISSIONERS COURT AGENDA REQUEST FOR

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: February 24, 2004

SUBMITTED BY: M. Kindell 1

**AGENDA** 

COURT AGENDA DATE: March 2, 2004

DEPARTMENT: Community Development PHONE NO.:

281-341-4410

II A

SUMMARY OF ITEM: Discuss and consider action to authorize the County Judge to sign the agreement between Fort Bend County and American Red Cross. The project was included in the FY 2003 Consolidated Action Plan and approved by Commissioners Court on July 1, 2003. The funding amount for this project is \$30,000.00

RENEWAL CONTRACT/AGREEMENT:

Yes ( ) No(X)

LIST SUPPORTING DOCUMENTS ATTACHED: Two Original Agreements

# FINANCIAL SUMMARY:

**BUDGETED ITEM:** 

**ANNUALIZED DOLLARS:** 

**COMMENTS:** 

Yes() No(X) N/A()

One Time (X)

**Funding Source:** 

( ) Recurring

Fund 813 Agency 101 Object 8010 N/A ( )

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

Copies with back-up to:

(X) Auditor (281-341-3774) (X) Comm. Pct. 1

(281-342-0587)

(x) Budget Officer

(281-344-3954)

(X) Comm. Pct. 2

(281-403-8009)

( x) County Attorney ( x) Purchasing Agent (281-341-4557) (281-341-8642)

(X) Comm. Pct. 3 (Y) Comm. Pct. 4

(281-242-9060)(281-980-9077)

( 1) County Clerk

(281-341-8697)

Instructions for submitting an Agenda Request:

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

Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by 2. 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:

lgreenent sent to Wairlyuna Levelopment.

# AGREEMENT BETWEEN FORT BEND COUNTY AND AMERICAN RED CROSS - GREATER HOUSTON AREA CHAPTER

THIS Agreement made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as the Grantee) and the American Red Cross - Greater Houston Chapter, a public body corporate under the laws of the State of Texas (hereinafter referred to as the Subrecipient).

WHEREAS, the Grantee has determined that non-emergency transportation is needed by low- to moderate-income persons and has stated this need in its Consolidated Plan; and,

WHEREAS, the Grantee, has entered into a Grant Agreement with the United States of America, No. B-03-UC-48-0004, acting by and through its Department of Housing and Urban Development (hereinafter referred to as HUD), for federal funding of a Community Development Block Grant Program (hereinafter referred to as CDBG) under the Housing and Community Development Act of 1974, amended; and

WHEREAS, included in the approved grant application was the non-emergency transportation of low- to moderate income persons; and,

WHEREAS, the Grantee desires to promote activities that increase the partnerships among the Grantee, local governments, local lenders, private industry and nonprofit organizations; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

# I. SCOPE OF SERVICE

#### A. Activities

The Subrecipient will be responsible for administering a CDBG Program Year 2003 funded transportation program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will provide non-emergency transportation for eligible Fort Bend County residents who need access to social service agencies, medical facilities and pharmacies.

#### Program Delivery

Subrecipient shall utilize its grant to provide administrative and operating expenses for the non-emergency transportation program and salary, including fringe benefits, for two (2) full-time positions. One ride shall be defined as a one-way transport for each client to or from a medical or social service related facility.

#### Activity #1 Non-emergency rides

#### General Administration

The Subrecipient or its Representatives shall be responsible for the administration of the transportation program.

# B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG's program's National Objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

# C. <u>Levels of Accomplishment</u>

Activity	Minimum Per Month	Minimum Per Year	
Clients	30	300	
Rides	256	3076	

#### D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Subrecipient shall assist the Grantee in measuring program impact to determine the extent to which the activities yield the desired outcomes in the community or in the lives of persons assisted. The subrecipient shall assist the Grantee in selecting indicators that relate to the local goals established in the Consolidated Plan.

#### II. TIME OF PERFORMANCE

Services of the Subrecipient shall begin January 1, 2004 and end on December 31, 2004.

# III. BUDGET AND ALLOCATION OF COSTS

Personnel (Salaries and Benefits)	\$22,470.00
Program Coordinator	
1 Full-Time Driver	
Administrative Fees	\$2,500.00
Consumables and Supplies	\$530.00
Vehicle Maintenance	\$4,500.00
TOTAL	\$30,000.00

# IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed Thirty Thousand and No/100 Dollars (\$30,000.00). Drawdowns for the payment of eligible expenses shall be made on a monthly basis against the budget specified herein and in accordance with performance. Subrecipient shall submit a reimbursement request on or before the twentieth day of the month for the costs incurred during the preceding month. Such invoices shall include any other documentation requested by the County. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards-specified in OMB Circular A-110.

# V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<u>Grantee</u>	Subrecipient
----------------	--------------

Sandra Startz, Director
American Red Cross - Greater Houston
Chapter
P. O. Box 87
Richmond, Texas 77406-0087

# VI. <u>SPECIAL CONDITIONS</u>

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

# VII. GENERAL CONDITIONS

# A. General Compliance

The Subrecipient agrees to comply with all applicable Federal, state and local laws and regulations governing the funds provided under this Agreement.

#### B. <u>Independent Contractor</u>

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

#### C. <u>Hold Harmless</u>

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

# D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement.

#### E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contractor's assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

# F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The Subrecipient and the Grantee, through its Director of the Fort Bend County Community Development Department may, by prior written agreement, mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget.

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

# H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A. above may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the county, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen percent (15%) of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

# VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

# 1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; for all costs incurred whether charged on a direct or indirect basis.

## B. <u>Documentation and Record-Keeping</u>

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records demonstrating compliance with citizen participation requirements;

- f. Records demonstrating compliance regarding acquisition, displacement, relocation, and replacement housing;
- g. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- h. Financial records as required by 24 CFR Part 570.502;
- i. Agreements and other records related to lump sum disbursements to private financial institutions financing rehabilitation as prescribed in 570.513; and
- j. Records required to be maintained in with other applicable laws and regulations set forth in subpart K of 24 CFR 570.

#### Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after Subrecipient has received final payment.

# 3. Reports

The Subrecipient shall furnish reports to the Grantee which include, but may not be limited to the following:

- A. Client Data Reports submitted monthly to Grantee.
- B. Client Data Summary Reports submitted monthly to Grantee.
- C. Employee Data Reports submitted monthly to Grantee.
- D. Performance Report submitted at the end of Agreement period.

Monthly reports shall be submitted within fifteen (15) working days of the end of the reporting periods. The performance report is due within thirty (30) working days after the end of the Agreement period.

#### 4. Reversion of Assets

The Subrecipient shall transfer any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must continue to meet the eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR 570.503(b)(8).

# 5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR 570.503(b)(8).

# 6. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

## 7. Close-outs

Subrecipient obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee), and determining the custodianship of records.

# 8. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current county policy concerning Subrecipient audits.

# C. Reporting & Payment Procedures

# 1. Budgets

The Subrecipient has submitted a budget to the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time in accordance with existing County policies.

## 2. Program Income

The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504(c). By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period as specified in 24 CFR 570.503(b)(8). Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

# 3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Grantee share of administrative costs and shall submit such plan to the Grantee for approval.

# 4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and county policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

#### D. Procurement

# 1. <u>Compliance</u>

The Subrecipient shall comply with current county policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must either be:

- a. Used by the Subrecipient to meet one of the national objectives in 24 CFR 570.200(a)(2) and (3) until five (5) years after expiration or termination of the Grantee's Agreement with HUD; or
- b. Transferred to the Grantee; or
- c. Disposed of in a manner that results in the amount of the then current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition thereof, or improvements to, the property being reimbursed to the Grantee. Such reimbursement is not required if disposed of more than five (5) years after the expiration or termination of this Agreement.
- d. Further, if within five (5) years of the termination or expiration of this Agreement, the Subrecipient ceases to use any or all personal property attributable to CDBG funds to meet a national objective, the personal property shall either revert to the Grantee or be disposed of in accordance with the applicable federal rules and regulations, including, but not limited to OMB Circular A-110.
- e. The Grantee, in its sole discretion, shall determine whether or not the Subrecipient use of any property meets a national objective contained in 24 CFR 570.200 (a)(2) and (3).
- f. After the expiration of five (5) years, the Subrecipient shall have no obligation to comply with this section regarding real or personal property.
- g. Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act (Tex. Ann. Civ. St. Art. 1396-1.01, et seq.) or any other applicable statute.

#### 2. OMB Standards

The Subrecipient shall procure materials in accordance with the requirements of of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards, covering utilization and disposal of property.

# 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

# 4. Relocation, Acquisition & Displacement

The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

# IX. PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

# 1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259.

#### 2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

#### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or

other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. <u>Section 504</u>

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) that prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### B. Affirmative Action

# 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action program for approval prior to the award of funds.

# 2. **W/MB**E

The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### 3. Access to Records

The Subrecipient shall furnish and cause each of its sub-Subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency Contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

#### 6. SubAgreement Provisions

The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every SubAgreement or purchase order, specifically or by reference, so that such provisions will be binding upon each subSubrecipient or vendor.

#### C. Employment Restrictions

#### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

#### 2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

#### 3. <u>Labor Standards</u>

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such Agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such Agreements in excess of \$10,000.00.

The Subrecipient shall also comply with 24 CFR Part 70 that sets out the circumstances under which individuals who volunteer their services may be used.

# 5. "Section 3" Clause

# a. <u>Compliance</u>

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any subSubrecipients. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any subSubrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all SubAgreements executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

# b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

#### c. SubAgreements

The Subrecipient will include this Section 3 clause in every SubAgreement and will take appropriate action pursuant to the SubAgreement upon a finding that the subSubrecipient is in violation of regulations issued by the Grantor Agency. The Subrecipient will not SubAgreement with any subSubrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any SubAgreement unless the subSubrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

### D. Conduct

# 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

# 2. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

# 3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. The Subrecipient further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

# 4. Eligibility Restrictions for Certain Resident Aliens

The Subrecipient agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulation.

#### 5. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Subrecipient also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

# 6. SubAgreements

#### a. Approvals

The Subrecipient shall not enter into any SubAgreements with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

# b. <u>Monitoring</u>

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any SubAgreement executed in the performance of this Agreement.

#### d. Selection Process

The Subrecipient shall undertake to insure that all SubAgreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all SubAgreements shall be forwarded to the Grantee along with documentation concerning the selection process.

# 7. Copyright

If this Agreement results in any copyrightable material, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

# 8. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

# X. ENVIRONMENTAL CONDITIONS

#### A. Air and Water

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).

#### B. Flood Disaster Protection

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

#### C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly

notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

# D. <u>Historic Preservation</u>

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the Texas Historical Commission for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

# XI. <u>SEVERABILITY</u>

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WE	IEREOF, this instru	ment in duplicate	originals, has been executed by
the parties hereto as follow	vs:		•
County Jud	he $\frac{\lambda^0}{2}$ day of lge of Fort Bend Comissioners Court of	unty, on behalf of	, 2004 , 2003, been executed by the the County pursuant to an Order norizing.
Manager ar	nd attested to by the	SWBO Advisory I	2001, been executed by the Board Chairman on behalf of the ning body so authorizing.
ATTEST:		FORT BENI By ROBERT E. County Judg	Men Beller Hebert
Dianne Wilson County Clerk	<del></del>		
ATTEST: SWBO ADVISORY BOA	ARD CHAIRMAN	By MANAGER  APPROVEI	N RED CROSS HOUSTON AREA CHAPTER  O AS TO FORM:  UD" CHILDERS rney
I hereby certify that funds Fort Bend County under a	s are available in the		

THE STATE OF TEXAS	8
	8
COUNTY OF FORT BEND	

On this the	$3^{10}$ day of	MARC	2004 2003, at	a regular	meeting of
Commissioners Cour	t sitting as the go	verning body of Fort			
Commissioner	MELVIS	_, seconded by Co	mmissioner	TAHUS	<u>9N</u> ,
duly put and carried,	•				

IT IS ORDERED that Fort Bend County enter into an interlocal agreement with the American Red Cross - Greater Houston Area Chapter, for the funding of a medical transportation program for eligible Fort Bend County residents using Development Block Grant funds, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Cdbg2003/Contracts/American Red Cross

# Certification for Contracts, Grants, Loans and Cooperative Agreements

RECORDED ON.	3-8-04
IN THE COMMISS MINUTES OF	SIONER COURT
MINUTES OF	3-0-04

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 10 date of Feduria	
Ву	The CoM Shirt
Joh	(Signature) N. W. M. Divitt
(Ty	ped or printed name) $CEO$
	(Title, if any)
Covered Action: <u>COMMUNITY DEVELOPMEN</u> (Type and identity of program	

. ...

# FORT BEND COUNTY

# AGENDAITEM COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: February 26, 2004	SUBMITTED BY:	M. Kindell M.Kindell Community Development	AGENDA
	DEPARTMENT:	Community Development	#
COURT AGENDA DATE: March 2, 2004	PHONE NO.:	281-341-4410	11.B

SUMMARY OF ITEM: Approve payment of drainage project for the City of Kendleton i		2 to Claunch & Miller Inc. for engineer services on the of \$15,794.43.	
RENEWAL CONTRACT/AGREEMENT:	Yes ( )	No(X)	
LIST SUPPORTING DOCUMENTS ATTACHI	ED: Invoice F	or Services	

FINANCIAL SUMMARY:			
BUDGETED ITEM: ANI	NUALIZED DOLLARS:	COMMENTS:	
Yes ( ) No ( X ) N/A ( )	One Time (	(X )	
Funding Source: Fund 813 Agency 101 8123	Recurring N/A	( )	

If by E-Mail to ospindon	aco.fort-bend.tx.us	If by Fax t	o (281) 341-8609
Copies with back-up to:		·	•
(X) Auditor	(281-341-3774)	(X) Comm. Pct. 1	(281-342-0587)
(X) Budget Officer	(281-344-3954)	(X) Comm. Pct. 2	(281-403-8009)
(X) County Attorney	(281-341-4557)	(X) Comm. Pct. 3	(281-242-9060)
(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:

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

 RECOMMENDATION / ACTION REQUESTED:						



# CLAUNCH & MILLER, INC.

# **Engineering Consultants**

IN-7652

# **INVOICE FOR SERVICES**

Client:

Fort Bend County Community Development

DATE: December 31, 2003

4520 Reading Road, Suite A

Purchase Order No.10100001742

Rosenberg, Texas 77471

Attn:

Mr. Kirk Turner

CMI Job No.: 03-085

## Description of Services

Professional engineering services in connection with the City of Kendleton Wastewater System Project - No. B-813-2001-8123. Invoice in accordance with contract dated October 14, 2003. Contract amount not-to-exceed \$69,259.00. Invoice No. 2.

					<del> </del>	
Task 1 - Des	sign Services (Li	ump Sum: \$2	9,700.50)*			
	% Complete	Amount Due	Amount Invoice	ed Amount Due		
<u>Fee</u>	To Date	To Date	Previously	This Invoice		
\$29,700.50	60%	\$17,820.30	\$8,910.15	\$8,910.15	Total This Invoice: \$	8,910.15
Task 2 - Geo	technical (Cost	plus 10% \$3	,184.50)*			
This Invoice	:	\$ 0.00				
Previous Inv	roiced:	\$3,184.50				
Billed to Da	te:	\$3,184.50	Balance: \$0.00		Total This Invoice: \$	0.00
Task 3 - Sur	veying (Cost pli	ıs 10% \$8,40	4.00)			
This Invoice	:	\$ 0.00			,	
Previous Inv	oiced:	\$8,404.00				
Billed to Dat	te:	\$8,404.00	Balance: \$0.00	<u> </u>	Total This Invoice: \$	0.00
Task 4 - TV	Inspection (Cos	t plus 10% \$.	5,420.00			
This Invoice	:\$4,894.80 + 10	% = \$5,3	884.28			
Previous Inv	oiced:	<u>\$</u>	0.00			
Billed to Dat	te:	\$5,3	84.28 Balance:	\$35.72	Total This Invoice: \$	5,384.28
Task 5 - TV	Tape Evaluation	n (Lump Sum	: \$1,500.00)			
	% Complete	Amount Due	Amount Invoice	d Amount Due		
Fee_	To Date	To Date	Previously	This Invoice		
\$1,500.00	100%	\$1,500.00	\$ 0.00	\$1,500.00	Total This Invoice: \$	1,500.00
Task 6 - Rep	roduction (Cost	plus 10% \$1	,200.00)			
This Invoice	:	\$ 0.00				
Previous Inv	oiced:	\$ 0.00				
Billed to Dat	te:	\$ 0.00 F	Balance: \$1,200.	00	Total This Invoice: \$	0.00

Reviewed:

4635 Southwest Freeway, Suite 1000 • Houston, Texas 77027-7169 • 713-622-9264 • Fax 713-622-9265

<sup>\*</sup> As discussed previously, the \$1,000.00 originally set aside for Miscellaneous Services was utilized in these items.

Task 7 - Construction Administration (Lump Sum: \$5,350.00)

	% Complete	Amount Due	Amount Invoice	d Amount Due		
<u>Fee</u>	To Date	To Date	Previously	This Invoice		
\$5,350.00	0%	\$0.00	\$ 0.00	\$0.00	Total This Invoice: \$	0.00
Task 8 - Weekly Site Visits and Record Drawings (Lump Sum: \$12,550.00)						
	% Complete	<b>Amount Due</b>	Amount Invoice	d Amount Due		
<u>Fee</u>	To Date	To Date	Previously	This Invoice		
\$12,550.00	0%	\$0.00	\$ 0.00	\$0.00	Total This Invoice: \$	0.00
Task 9 - Pre a	nd Post Constr	niction TV Tap	oe Evaluation (L	ump Sum: \$1.	,500.00)	
	% Complete	Amount Due	Amount Invoice	d Amount Due		
<u>Fee</u>	To Date	To Date	Previously	This Invoice		
\$1,500.00	0%	\$0.00	\$ 0.00	\$0.00	Total This Invoice: \$	0.00
Task 10 - Veh	icle Cost (\$.30	) per mile = $$4$	50.00)			
This Invoice:		\$ 0.00			Total This Invoice: \$	0.00
Previous Invo	iced:	\$ 0.00				
Billed to Date	:	\$ 0.00 Ba	alance: \$450.00			

TOTAL AMOUNT DUE THIS INVOICE: \$15,794.43

Amount Invoiced to Date: \$36,293.08

APPROVED (



# Wastewater Rehab & Inspection, Inc.

18119 Madden Rd. • Richmond, Texas 77469 Tel: (281) 277-1801 • Fax: (281) 277-1744

CUSTOMER

Name: Claunch & Miller, Inc.

Address: 4635 Southwest Freeway

City: Houston

Suite 1000

State: Texas

Zip: 77027

Contact:

Phone:

INVOICE # 2003-1100

Service order #: 1166123

Date of invoice: 12-03-03

Purchase order #:

Location: City of Kendelton

Fortherd 03015

Quantity	Description	Rate	Total
1	Clean & Tv Lines		
1	Cleaned & Tv'ed 3263.2' of 6" sewer pipe.	\$ 1.50 per l/f  FOR PAYMENT  CLAUNCH & MILLER, INC.  Expined ing Consultants  by 12/5/63	\$ 4,894.80

TERMS: Payment due 30 days after receipt of invoice. Late fee of 1% per month will accrue on balances unpaid after 30 days

Tax Statement: Sales tax may have been added to this invoice. You may disregard sales tax if you possess an tax exempt status. Please submit proper documentation if applicable. Sub Total \$ 4,894.80

Tax

TOTAL \$ 4,894.80

Please Remit Payment to: Eco Resources, Inc. 12535 Reed Road Sugar Land, Texas 77478 Attn: Accts Receivable/D. Duncan

# IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

	FC	OR THE YEAR 2004		
On this the 24th	_day of <b>February</b> , 2	2004, the Commissioners' Cour	t, with the following members being presen	t: (
		a - Commissioner Pre e - Commissioner Pre - Commissioner Pre on - Commissioner Pre	cinct #2 cinct #3	2004 for
of a similar kind and	fund. The transfer does no	ot increase the total of the bu	erred an existing budget surplus to a budget.	ıdget
Department Name:	fers to said budget are here  Victim's Assistance		010-017-G04A	-
TRANSFER TO:				
LINE-ITE	M NAME	NUMBER	AMOUNT	
Travel-Out	0	10-017-G04A-4014	\$600	
TRANSFER FROM		L TRANSFERRED TO: \$	\$600	
Insurance Group	0,	10-017-G04A-0500	\$600	
	TOTAL TE	RANSFERRED FROM: \$	\$600	
EXPLANATION:  Victims Coordin  Department Head:	Tuyfib O	)	2/24/04	

Robert E. Hebert, County Judge

Original to Budget Officer cc: Commissioners Court

# IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

On this the	2nd	day of	March	<del></del>	, 2004, the Commissioner	s' Court, with the follow	wing members t	eing present:
			Robert E. Hebert	t ·	- County Judg	ıe.		
			Tom Stavinoha			er Precinct #1		
			Grady Prestage			er Precinct #2		
			Andy Meyers			er Precinct #3		
			James Patterson			er Precinct #4		
The follow	ina proce	eedinas :	were had, to-wr	rit .				
		_					_	
THAT WH Fort Bend C			ore, on Septem	ber 9, 20	03, the Court heard an	d approved the bud	get for the ye	ar 2004 for
	-				ners' Court has transfer ease the total of the bu	- ·	get surplus to	a budget
The follow	ing trans	fers to s	aid budget are	hereby a	uthorized:			
Department	Name:	_cs	CD-Drug Co	ourt CA	ARD Program	Department #:	010-	017-1701
	LINE-IT	EM NAM	<u>E</u>		NUMBER		A	MOUNT
TRANSFER	R TO:							
Property	& Equi	ipment	t		010-017-1701	I-1010	\$	500
Groceries				-	010-017-1701	-2030	<del>!</del>	500
Materials		<u> </u>	<u> </u>	-	010-017-1701			1,294
		ioolo			010-017-1701	<del></del>		
Books &							-	2,000
Fees & S	ervice	<u> </u>		. <u>-</u>	010-017-1701	<del>-4</del> 010		1,206
<del></del>				-	TOTAL TRANS	FERRED TO:	\$	5,500
TRANSFER	R FROM:	•						- 0,000
							_	
<u>Donation</u>	s (incre	ease)		. <u>-</u>	010-017-1701	-00DO	\$	<u>5,500</u>
			<del>.</del>	<del>.</del>	TOTAL TRANSFER	RED FROM:	<b>\$</b>	5, <u>500</u>
					TOTAL TIVITOLE	areb i itom.	<u>Ψ</u>	3,300
EVDI ANIATI	ON.	To a	mand tha bi	idaet n	surguant to LGC 1	11 0706 for do	natione ro	coived
EXPLANATI					oursuant to LGC 1	11.0700 101 00	madons re	Jeiveu
for the Dr	ug Co	urt CA	RD Progran	n for 20	JU4.			
	<del></del>	· · · · · · · · · · · · · · · · · · ·	$\overline{\Omega}$	1		<u> </u>		
Department	Head:		K & d			Date: Februa	ary 25, 2004	
<b>Боро</b> ла потт	11000	· · · · · · · · · · · · · · · · · · ·	7			<u> </u>	uiy 20, 200+	O4
THE COUNT	Y OF FO	ORT BEN		MUUNU	DOLLARS ONLY			re
		m	10	•				
BY:	60	المحكمية	Nelu	· ····· · · · · · · · · · · · · · · ·				
	Robert E.	Hebert,	County Judge			FEB	2 7 2004	
Budget Offic	e (oriain	nal). Cor	nmissioners. (	County .	Judge, County Audito	r		

cc: Bu

# FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

	SUBMITTED: 2/20/04		DEPARTMENT:	ENGINEERI	π · · · · · · · · · · · · · · · · · · ·
COU	RT AGENDA DATE: 3/2/04	<u> </u>	PHONE NO.:	(281) 633-75	507 /3A
SUMM	FOR ACTUAL	MENT OF INVOICE NO.18651: LABOR RATES REGARDING THE 043-4301-4010)	53 IN THE AMOUNT ( E PORT BEND COUNT	OF \$19,178.2 Y MOBILITY E	25 TO CARTER & BURGESS, INC. SOND PROJECTS, PCTS. 1,2,3,&4
RENE	WAL CONTRACT/AGREEME	NT: Yes() No()			
LIST S	UPPORTING DOCUMENTS A	TTACHED:			
ΕINΔ	NCIAL SUMMARY:				
1 1177	MOINE SOMMENT.				
	BUDGETED ITEM: AN	INUALIZED DOLLARS:	COMMEN	NTS:	
	Yes ( ) No ( ) N/A ( )	One Time (	)		
Fund	Funding Source: Agency Object	Recurring ( N/A (	( )		
				<u> </u>	· · · · · · · · · · · · · · · · · · ·
0 :-!-		nek un to County Juda	o's Office: ()	1 / 111000	20
Ungin	al Form Submitted with be	ack up to county sudg	e s Office. (XX)	( > when	completed)
CC wi	th back up:				
	(XX) Auditor	(281-341-3774)	(xx) Comm.		(281-342-0587)
	(XX) Budget Officer	(281-344-3954)	(xx) Comm.		(281-403-8009)
	( XX) County Attorney	(281-341-4557)	(xx) Comm.		(281-242-9060)
	(☎) Purchasing Agent (☎) County Clerk	(281-341-8642) (281-341-8697)	(xxx) Comm.	Pct. 4	(281-980-9077)
Instru	ctions for submitting an Age	nda Request:			
		•	31 A b		
1. 2.	Completely fill out agenda for Fax or inter-office copies of	orm, incomplete forms wi	II not be processe k up information b	ld. W Wadnasd:	av at 2:00 n m to
<b>4.</b>	the departments listed abov		k up illiomation t	y weattesu	ay at 2.00 p.m. to
3.	All original back-up must be	received in the County J	udges Office by 2	:00 p.m. on \	Wednesday.
		DECOMMENDATION / AC	TION REQUESTED	<b>3.</b>	
		RECOMMENDATION / AC	ווטוא אבעטפט (פו	٥.	

# FORT BEND COUNTY, TEXAS **PURCHASE ORDER**

P.O. NUMBER: PC 04300002361

AS PER ORIGINAL

SPECIAL INSTRUCTIONS:

PAGE #:

P.O. DATE: 05 28 2003

DELIVER BY: 05 28 2003

BUYER:

CONFIRMING:

FOB:

13 CHERYL KREJCI VENDOR:

D

**ENGINEERING** 

- .751246210 -

SHIP TO:

1124 BLUME ROAD

CARTER-BURGESS, INC

55 WAUGH DR #800

ROSENBERG TX 77471

HOUSTON

77007-5833

SILL TO:

ENGINEERING

ROY HEARNSBERGER

P 0 BOX 1449

ROSENBERG TX 77471

\*\*NOTE\*\* THIS ORDER WAS MODIFIED ON 08/28/2003

DESCRIPTION

QUANTITY

**UNIT COST** 

EXTENDED COS

230 043 4301 2000 4010 01

ACTUAL LABOR RATES: MOBILITY PROJECTS: PCTS. 1, 2, 3, &4

PROFESSIONAL SERVICE AGREEMENT APPROVED IN CC 6/26/01

NATURE OF PURCHASING AGENT

1.000 EA

564,000.000000

564, 000, 00

PAGE TOTAL : GRAND TOTAL :

19,178.25

534, 000.00

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

ORIZED SIGNAT

2A FORM 1074 (MAY 92)

**RECEICING REPORT** 

# **Carter**\*Burgess

Fort Bend County P.O. Box 1449 Rosenberg, TX 77471-1449

Attn: Jesse Hegemier, P.E.

Invoice Date: \_02/04/04

Invoice No.:

1865153

Project No(s). 030539.010

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 January 30, 2004

Employee Name	<u>Title</u>	<u>Hours</u>	Rate	<u>Total</u>
John Holzwarth	Project Manager	18.00	\$180.00	\$3,240.00
Patrick Bachman	Sr. Bridge Engineer	10.00	\$138.00	\$1,380.00
David Balmos	Project Engineer	99.00	\$130.00	\$12,870.00
Dixie Harden	Clerical	15.00	\$62.00	\$930.00
Jay Hegemier	Engineering Intern	8.00	\$61.00	\$488.00

SRLS Texas LLC - Subcontractor

Expense - Courier Expense - Mileage Expense - A&E

\$75.38 \$194.87

INVOICE AMOUNT

\$19,178.25

CARTER & BURGESS, INC. APPROVAL:

Amount Previous Billed: \$353,056.77

Current Invoice Amount: \$19,178.25

Total Invoiced to Date: \$372,235.02



# FORT BEND COUNTY

# COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

AGENDAITEM

ĐΑ	TE	St	IBN	<b>VIT</b>	TEL	):

2/25/04

SUBMITTED BY: P. BATTS (AGENDA COORDINATOR) AGENDA

ENGINEERING (043)

13B

**COURT AGENDA DATE:** 

3/2/04

DEPARTMENT: PHONE NO.:

(281) 633-7507

SUMMARY OF ITEM:

APPROVE PAYMENT OF INVOICE NO. 02023531 IN THE AMOUNT OF \$603.00 TO TERRA-MAR, INC. FOR SCANLIN ROAD LIFT STATION AND SANITARY SEMER & WATERLINE PROJECT, PCT.2. (FUND: 010-042-

M03B-2000-4010)

RENEWAL CONTRACT/AGREEMENT:

Yes () No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

#### FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes ( ) No ( ) N/A ( )

Object

One Time () teb 2 6 2004

**Funding Source:** Agency

Recurring

N/A

( )

Original Form Submitted with back up to County Judge's Office: (xx) ( \( \sqrt{x} \) when completed)

CC with back up:

Fund

(XX) Auditor

(281-341-3774)

(xx) Comm. Pct. 1

(281-342-0587)

(XX) Budget Officer

(281-344-3954)

(xx) Comm. Pct. 2 (xx) Comm. Pct. 3 (281-403-8009) (281-242-9060)

(XX) County Attorney (XX) Purchasing Agent (281-341-4557) (281-341-8642)

(xxx) Comm. Pct. 4

(281-980-9077)

(XX) County Clerk

(281-341-8697)

# Instructions for submitting an Agenda Request:

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

RECOMMENDATION /	ACTION	REQUESTED
------------------	--------	-----------

# FORT BEND COUNTY, TEXAS **PURCHASE ORDER**

P.O. NUMBER: PC 00100001577

Sec. 4 3

SPECIAL INSTRUCTIONS:

PARTIAL

PAGE #: 01

09 11 2003 P.O. DATE:

DELIVER BY: 09 11 2003

CONFIRMING:

FOB:

13 CHERYL KREUCI

VENDOR:

SHIP TO:

COUNTY JUDGE

742148149 - A

TERRA-MAR, INC

309 S 4TH STREET, SUITE 719 RICHMOND TX 77469

11050 ABLES LANE

BILL TO:

DALLAS

TΧ 75229 COUNTY JUDGE 301 JACKSON

RICHMOND TX 77469

DESCRIPTION

UNIT COST

EXTENDED COST

846 301

12,503,000000

12,503.00

310 C42 MO3B 2000 4010 Gt

MATERIALS TESTING SERVICES FOR SCANLIN ROAD: LIFT STATION / SANITARY SEWER & WATERLINE NOT TO EXCEED \$12,500.00 EXEMPTION IN CONTRACT APPROVED IN CC 9/9/03

Annoir #02023531

403,00

PAGE TOTAL : GRAND TOTAL :

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

**URE OF PURCHASING AGENT** 

XRM 1074 (MAY 92)

TERRA-MAR

GEOTECHNICAL, ENVIRONMENTAL AND MATERIALS ENGINEERS

DALLAS FORT WORTH HOUSTON AUSTIN LONGVIEW

7220 Lengtry Houston, Texas 77040 phone: (713) 462-7211 fax:(713) 462-2161



For services through 12/20/2003

To: Ft. Bend County Eng. Dept.

Attn: Jesse Hegemier 1124 Blume Road Rosenberg TX 77471

Project: Scanlin Road: Lift Station /

Sanitary Sewer & Waterline

Proposal No. P03-5206-HC

TMI Project No.: HC03-088

Invoice Date
12/24/2003

02023531	12/24/2003			
n-	***			
Ken	nit To:			
TERRA-MAR/U.S. LABS	j			

7220 Langtry Houston, Texas 77040

Budget Amount	\$	12,503.00
Previously Billed	\$	4,728.00
Current Billings	\$	603.00
Balance	S	7,172.00

Endoral E I N. 74 0140+40

Report No.	Date	Description	Ī	Qty	U/M	Rate	Amount
HC03-088-024	11/04/2003	Engineering Technician (ML) Min. Charge	:	4.00	hour	34.00	136 00
HC03-088-024	11/04/2003	Vehicle Charge / Hour		4.00	hour	6.00	24.00
HC03-088-025	12/15/2003	Engineering Technician (NA)		4.00	hour	34.00	136.00
HC03-088-025	12/15/2003	Concrete compressive strength test. ASTM C39	1	4.00	each	12.00	48.00
HC03-088-025	12/15/2003	Vehicle Charge / Hour		4.00	hour	6.00	24 00
HC03-088-026	12/16/2003	Engineering Technician (NA) Min Charge		4.00	hour	34.00	136.00
HC03-088-026	12/16/2003	Vehicle Charge / Hour	:	4 00	hour	6.00	24 00
HC03-088-PM38	12/20/2003	Project Management, Review, Consultations and Site		1.25	haur	60.00	75 00
		Visits (JT)					
OTE: Learlify that	charges are	true and correct to the best of my knowledge.				Total	603.00

NOTE: I certify that charges are true and correct to the best of my knowledge.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE

ORIGINAL INVOICE

Dennis Pletzke

Accounts Receivable

Maanger

February 23, 2004

# FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 2/20/04		DEPARTMENT: ENGINEE	(AGENDA COORDINATOR)AGENDA RING (043) #
COURT AGENDA DATE: 3/2/	04	PHONE NO.: (281) 633-	7507 <b>13</b> C
PROFESSI	onal engineering and design texas avenue to stappordshi	I SERVICES IN CONNECTION DIT	TO CLAUNCH & MILLER, INC. FOR H SETTEGAST ROAD (SCANLIN), JECT#37,PCT.2. (FUND:230-043-
RENEWAL CONTRACT/AGREEN	IENT: Yes() No()		
LIST SUPPORTING DOCUMENT	S 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  CC with back up:  (XX) Auditor  (XX) Budget Officer  (XX) County Attorney  (XX) Purchasing Agent	(281-341-3774) (281-344-3954) (281-341-4557)	(xx) Comm. Pct. 1 (xx) Comm. Pct. 2 (xx) Comm. Pct. 3 (xx) Comm. Pct. 3 (xx) Comm. Pct. 4	(281-342-0587) (281-403-8009) (281-242-9060) (281-980-9077)
( xx ) County Clerk  Instructions for submitting an A  1. Completely fill out agend:	(281-341-8697)  genda Request: a form, incomplete forms w	ill not be processed.	
2. Fax or inter-office copies the departments listed ab	of agenda form with all bac ove.	k up information by Wednes	
	RECOMMENDATION / AC	CTION REQUESTED:	

## FORT BEND COUNTY, TEXAS **PURCHASE ORDER**

P.O. NUMBER: PC 04300001833

AS PER ORIGINAL

SPECIAL INSTRUCTIONS:

PARTIAL

01 37 1 Tell 1 P.O. DATE: 10 04 2001

DELIVER'BY: 10 04 2001

BUYER:

CONFIRMING:

FOB:

VENDOR; \* \*\*\*\*\* \* \* \*\*\*\*\*

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SHP TON OF AME ENGINEERING TON S CONTROL OF THE TANK BLUNE, ROAD AND THE TANK OF THE TANK OF

ROSENBERG TX 17471

CLAUNCH & MILLER, INC.

760156774 .- .

P 0 B0X 1449

HOUSTON TX 77098 \*SAH\*\*KRUSE; \*\* P. E.

ROSENBERG IX 77471

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EXTENDED CO

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335,000,000000 335,000,00

230 043 4301 2000 7805 01

MOBILITY PROJECTS: PROJECT #37:SETTEGAST ROAD(FM 2234-

STAFFORDSHIRE ROAD, PCT. 2.1

APPROVED IN CC 10/23/01

BY MY SIGNATURE I ATTEST THE ITEMS ON THIS DROER HAVE BE::

KINATURE OF PURCHASING AGENT

BCA FORM 1074 (MAY 92)

RECEIVING REPORT



# CLAUNCH & MILLER, INC.

## **Engineering Consultants**

IN-7732

#### **INVOICE FOR SERVICES**

Client:

Attn:

Fort Bend County Engineering Department

DATE:

January 31, 2004

P. O. Box 1449

1124-52 Blume Road

P. O. No.:

04300001838

Rosenberg, Texas 77471

Mr. Jesse Hegemier, P.E.

CMI Job No.: 01-059

## Description of Services

Professional services in connection with Settegast Road (FM 2234 Texas Ave. to Staffordshire Road). Invoicing in accordance with Work Authorization No. 6. Amount not-to-exceed \$92,130.00. Invoice No.

Construction Management and Inspection

(Hourly, Cost + 10% = \$52,530.00)

		HOURS	TOTAL	HOURS	AMOUNT	TOTAL
		THIS	THIŞ	TO	PREVIOUSLY	INVOICED
<u>LABOR</u>	<u>RATE</u>	INVOICE	PERIOD	DATE	INVOICED	TO DATE
Sam Kruse	\$136.56	13.00	\$ 1,775.28	22.00	\$1,229.04	\$ 3,004.32
Andrea Broughton	\$73.31	49.50	\$ 3,628.85	72.50	\$1,686.13	\$ 5,314.98
Edwin Rydell	\$122.91	3.00	\$ 368.73	18.00	\$1,843.65	\$ 2,212.38
Steve Arnold	\$90.56	14.00	\$ 1,267.84	16.00	\$ 181.12	\$ 1,448.96
David Lindscombe	\$56.06	66.50	\$ 3,727.99	66.50	\$ 0.00	<u>\$ 3,727.99</u>
			\$10,768.69		\$4,939.54	\$15,708.23

Total Due This Invoice: \$10,768.69

Materials Testing - (Cost + 10 % = \$19,600.00)

\$

This Invoice:

0.00

Total This Invoice: \$

0.00

Previous Invoiced: \$

Billed to Date:

0.00

0.00 Balance: \$19,600.00

ROW Platting (Cost + 10% - \$20,000.00)

This Invoice:

0.00

Total This Invoice: \$

0.00

Previous Invoiced: \$18,045.82 Billed to Date:

\$18,045.82

Balance: \$1,954.18

TOTAL AMOUNT DUE THIS INVOICE: \$ 10,768.69

Amount Invoiced to Date: \$33,754.05

4635 Southwest Freeway, Suite 1000 • Houston, Texas 77027-7169 • 713-622-9264 • Fax 713-622-9265



# CLAUNCH & MILLER, INC.

# **Engineering Consultants**

IN-7733

#### **INVOICE FOR SERVICES**

Client:

Fort Bend County Engineering Department

DATE: January 31, 2004

P.O. Box 1449

1124-52 Blume Road Rosenberg, Texas 77471

Attn:

Mr. Jesse Hegemier, P.E.

CMI Job No.: 03-019

#### Description of Services

Construction administration and part time inspection services for the Scanlin Road Utilities Project. Invoice in accordance with contract dated October 14, 2003. Contract amount not-to-exceed \$47,311.00. Invoice No. 4.

•		HOURS	TOTAL	HOURS	AMOUNT	TOTAL
•		THIS	THIS	TO	PREVIOUSLY	INVOICED
<u>LABOR</u>	RATE	INVOICE	<u>PERIOD</u>	<u>DATE</u>	INVOICED	TO DATE
Sr. Project. Mgr.	\$128.57	6.00	\$ 771.42	19.50	\$ 1,735.70	\$ 2,507.12.
Project EIT	\$80.73	11.00	\$ 888.03	40.00	\$ 2,341.17	\$ 3,229.20
Admin. Assist.	\$44.85		\$	3.00	\$ 134.56	\$ 134.56
Inspector	\$57.50	26.50	<u>\$1,523.75</u>	206.75	\$10,364.38	\$11,888.13
			\$3,183.20		\$14,575.81	\$17,759.01

Total Amount Due this Invoice: \$3,183.20

REVIEWED: APPROVED:

4635 Southwest/Freeway, Suite 1000 • Houston, Texas 77027-7169 • 713-622-9264 • Fax 713-622-9265

# FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 2/26/04		DEPARTMENT:	P. BATTS()	AGENDA COORDINATO	R)AGEND
COURT AGENDA DATE: 3/2/04		PHONE NO.: (	281) 633-75	507	13 D
SUMMARY OF ITEM: APPROVE PAYMEN SCANLIN ROAD I	NT OF INVOICE NO.7733 II	N THE AMOUNT OF \$: 010-042-M03B-4016	3,183.20 To	CLAUNCH & MILLER AGENDAITE	, INC. FOR
RENEWAL CONTRACT/AGREEMENT:	Yes ( ) No ( )				
LIST SUPPORTING DOCUMENTS ATT	ACHED:		<i>y</i>		
FINANCIAL SUMMARY:			<u> </u>	4304	
BUDGETED ITEM: ANNU	IALIZED DOLLARS:	COMMENT	rs:		
Yes()No()N/A()	One Time (	)			
Funding Source: Fund Agency Object	Recurring ( N/A (	)			
(XX) Budget Officer (XX) County Attorney (XX) Purchasing Agent (	281-341-3774) 281-344-3954) 281-341-4557) 281-341-8642) 281-341-8697)	(xx) Gomm. P (xx) Comm. F (xx) Comm. F (xx) Comm. P	Pct. 1 Pct. 2 Pct. 3	(281-342-0587) (281-403-8009) (281-242-9060) (281-980-9077)	) )
<ol> <li>Completely fill out agenda form</li> <li>Fax or inter-office copies of age the departments listed above.</li> <li>All original back-up must be recommended.</li> </ol>	, incomplete forms will enda form with all back	up information by	Wednesda	•	
REC	COMMENDATION / ACT	ION REQUESTED:		<del></del>	









IN-7733

#### **INVOICE FOR SERVICES**

Client:

Fort Bend County Engineering Department

DATE: January 31, 2004

P. O. Box 1449

1124-52 Blume Road

Rosenberg, Texas 77471

Attn:

Mr. Jesse Hegemier, P.E.

CMI Job No.: 03-019

#### Description of Services

Construction administration and part time inspection services for the Scanlin Road Utilities Project, Invoice in accordance with contract dated October 14, 2003. Contract amount not-to-exceed \$47,311.00. Invoice No. 4.

		HOURS	TOTAL	HOURS	AMOUNT	TOTAL
LABOR	RATE	THIS INVOICE	THIS PERIOD	TO <u>DATE</u>	PREVIOUSLY INVOICED	INVOICED TO DATE
Sr. Project. Mgr.	\$128.57	6.00	\$ 771.42	19.50	\$ 1,735.70	\$ 2,507.12
Project EIT	\$80,73	11.00	\$ 888.03	40.00	\$ 2,341.17	\$ 3,229.20
Admin. Assist,	\$44.85		\$	3.00	\$ 134.56	\$ 134.56
Inspector	\$57.50	26.50	<u>\$1.523.75</u>	206.75	\$10.364.38	\$11,888,13
			\$3,183.20		\$14,575.81	\$17,759.01

Total Amount Due this Invoice: \$3,183.20

4635 Southwest/Freeway, Suite 1000 · Houston, Texas 77027-7169 · 713-622-9264 · Fax 713-622-9265

#### FORT BEND COUNTY, TEXAS **PURCHASE ORDER**

P.O. NUMBER: PC 00100001646

SPECIAL INSTRUCTIONS:

PAGE #: 01

P.O. DATE: 11 21 2003

DELIVER BY: 11 24 2003

BUYER:

CONFIRMING:

FOB:

13 CHERYL KREJCI NO

D

VENDOR: 760156774 - SHIP TO:

BILL TO:

COUNTY JUDGE

CLAUNCH & MILLER, INC

309 S 4TH STREET, SUITE 719 RICHMOND TX 77469

4635 SW FREEWAY, SUITE 1000

COUNTY JUDGE

HOUSTON

TX 77027-7169

301 JACKSON

KIM D. COPE

RICHMOND TX 77469

DESCRIPTION

QUANTITY

UNIT COST

EXTENDED COS

001 301 1.000 EA @

47,311.000000

47,311.00

010 042 MO3B 2000 4010 01

SCANLIN RD UTILITIES - APPRV COMM COURT 10/14/03

PROFESSIONAL SERVICE EXEMPTION APPROVED IN CC ON 10/14/03

PAGE TOTAL : GRAND TOTAL :

47,311.00

47,311.00

NATURE OF PURCHASING AGENT

CA FORM 1074 (MAY 92)

VENDOR COPY

#### FORT BEND COUNTY, TEXAS **PURCHASE ORDER**

P.O. NUMBER: 20 00100001646

SPECIAL INSTRUCTIONS:

PARTIAL

PAGE #: 01

P.O. DATE: 11 21 2003

DELIVER BY: 11 24 2003

BUYER:

CONFIRMING:

FOB:

13 CHERYL KREUCI NO VENDOR:

D

SHIP TO:

COUNTY JUDGE

309 S 4TH STREET, SUITE 719

RICHMOND TX 77469

760156774 -

CLAUNCH & MILLER, INC 4635 SW FREEWAY, SUITE 1000

COUNTY JUDGE

301 JACKSON

KIM D. COPE

HOUSTON

TX 77027-7169

RICHMOND TX 77469

QUANTITY

UNIT COST

EXTENDED COS

001 301

1,000 EA @ 47,311,000000

47,311,00

010 042 MO3B 2000 4010 01

SCANLIN RD UTILITIES - APPRV COMM COURT 10/14/03

PROFESSIONAL SERVICE EXEMPTION APPROVED IN CC ON 10/14/03

PAGE TOTAL :

47,311.00

GRAND TOTAL :

47,311.00

**GNATURE OF PURCHASING AGENT** 

BCA FORM 1074 (MAY 92)

VENDOR COPY

## REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2 day of March	, 20 <u>04</u> , before the
Fort Bend County Commissioners Court came of	on to be heard and reviewed the
accompanying notice of Time Warner	- Communications
Job Location Morton	
Dated 2-19-04 Bond No. 19510064399	349142, Permit No. 82769
to make use of certain Fort Bend County propert	y subject to, "A Revised Order
Regulating the Laying, Construction, Maintenance	ce, and Repair of Buried Cables,
Conduits and Pole Lines, In, Under, Across or Ale	ong 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 <u>August</u> , <u>1987</u> , recorded in
Volume of the Minutes of the Commission	oners Court of Fort Bend County,
Texas, to the extent that such order is not inconsis	
Texas Civil Statues. Upon Motion of Commission	er, seconded
by Commissioner HH850N, 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 regula	tion order thereof.
Notes:	
1. Evidence of review by the Commissioners Coufailure to do so constitutes grounds for job sh	1 3
2. Written notices are required:	
a) 48 hours in advance of construction star	<del>-</del>
b) When construction is completed and rea	dy for final inspection
Mail notices to: Permit Administrator	
Fort Bend County Engine P.O. Box 1449	neering
Rosenberg, Texas 77471 281/342-3039	1-1449
3. This permit expires one (1) year from date commenced.	of permit if construction has not
By h. Just bleumin	Presented to Commissioners Court
County Engineer County	and approved.
By	Recorded in Volume Minutes of Commissioners Court.
Drainage District Engineer/Manager	induces of Commissioners Court.
	Clerk of Commissioners Court
	Marshormon
	Deputy 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

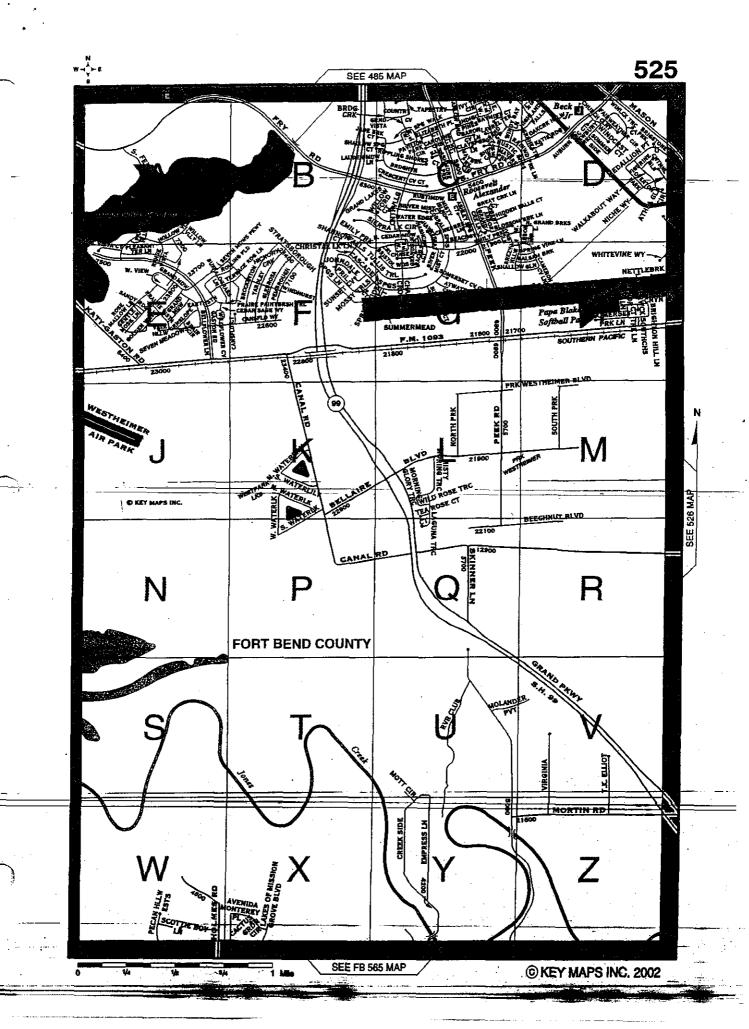
# PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

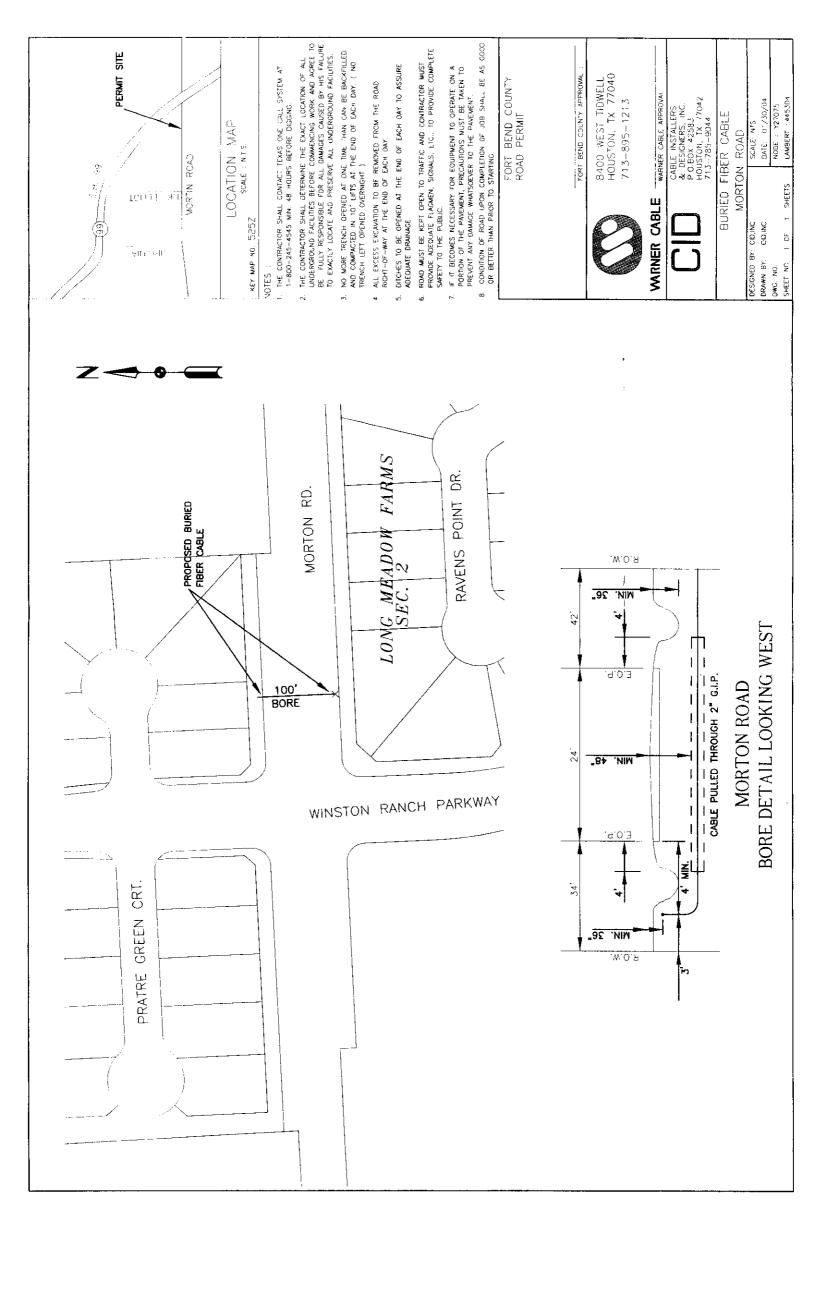
082769

PERMIT NO.	
The following "Notice of Proposed Cable, Conduit, and/or Pole Line act County" and accompanying attachments have been reviewed and the n appropriate regulations set by Commissioners' Court of Fort Bend County	otice conforms to
(1) Complete Application Form.  a. Name of road, street, and/or drainage di  b. Vicinity map showing course of direction  c. Plans and specifications.	tch affected. n.
(2) Bond:	
District Attorney, approval when applicable	<b>.</b>
Perpetual bond currently posted.  No. 19510064398491427  Amount \$100,000	
Performance bond submitted.	
No	
Amount	
Cashier's Check.	
No	
Amount	
(3) Verbal permission given for emergencies, to start con approved in Commissioners' Court.	struction before
Precinct Engineer Acknowledgement	Date
Precinct Commissioner Acknowledgement	Date
(4)	
Drainage District Approval when applicable.	
We have reviewed this project and agree it meets minimum requi	irements
The nave reviewed this project and agree it meets minimum requi	
al tem	2119104
Johnny Ortega CFM/ Permit Administrator	Date

# NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY

Formal notice is hereby o	હિંપુ 39 જપ ૧ પિઝન piven that <u>Time Warner Commur</u>	nications				
	t, maintain and/or repair cable, con tways and drainage ditches in Fort In, Under, or Across Roads and/o	Bend County,	as follov		across, or	
						_
Road or Ditch Name	: Distance & Direction From : Nearest Intersection	: Length of : Crossing	: · Borod		Construction :Driven :Case	-
Morton Road	: 1400' West of Grand Parkway	: 70'	: X	Jacked	: :	-
	<u>:                                      </u>	:	:	:	: :	_
	:	:	:	:	: 	-
			•		· ·	-
	: :	:	:	· :	· · · · · · · · · · · · · · · · · · ·	_
	Along Roads and/or Drain	age Ditches	•			-
Road or Ditch Name	: Distance & Direction From : Nearest Intersection	: To :			: Distance :	-
	:	:			:	
	•	:		<del></del>	· · · · · · · · · · · · · · · · · · ·	-
					:	
	:	:			:	
	General Descrip	tion				_
Long Meadow Farms S	ec 1				1/30/04	_
attached detail drawings. shall be subject to "A Rev Cables, Conduits, and/or Ditches in Fort Bend Cou County, Texas," as passe	otion of the proposed installation and The laying, construction, maintenativised Order Regulating the Laying, Pole Lines, In, Under, Across, or Anty, Texas, Under the Jurisdiction and by Commissioners Court of Fortin Volume 639 of the Minutes of the	ince and/or rep Construction, Along Roads, S of the Commis Bend County,	pair of th Maintena Streets, H ssioners Texas,	e propose ance and dighways Court of dated the	sed installation d/or Repair of s and Drainage Fort Bend e 3rd. day of	
Written notices are requi complete and ready for fi	red: 1) 48 hours in advance of start nal inspection.	of construction	n and 2)	when co	onstruction is	
	dministrator/Fort Bend County Eng 1449, Rosenberg, TX 77471.	ineering				
Violation of requirements	shall constitute grounds for job sh	ut down.				
	COMPANY NAME		<u>r Comm</u> AGENT			
	NAME & TITLE: N	(Signatu <u>Iohamad Woh</u> (Please	eidy	A.	manden	J
	DATE:		<u> </u>	- 7 -	<i>ال ب</i>	
	ADDRESS: 8	3400 West Tid (Street/F	well Roa P.O. Box			
	Houston	TX			77040	
	City		State		Zip	
	TELEPHONE NO:			rs/day, 7	days/week)	





# REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2 day of March	, 20 <u>O4</u> , before the
Fort Bend County Commissioners Court came	on to be heard and reviewed the
accompanying notice of Time Worner	Communications
Job Location Seven Meadous t	1
Dated 2-19-04 Bond No. 19510064399	349142, Permit No. 82770
to make use of certain Fort Bend County proper	ty subject to, "A Revised Order
Regulating the Laying, Construction, Maintenan	ice, and Repair of Buried Cables,
Conduits and Pole Lines, In, Under, Across or A	long Roads, Streets, Highways and
Drainage Ditches in Fort Bend County, Texas	s, Under the Jurisdiction of the
Commissioners Court of Fort Bend County, Texas	s," as passed by the Commissioners
Court of Fort Bend County, Texas, dated the 3rd	<u>l.</u> day of <u>August, 1987,</u> recorded in
Volume of the Minutes of the Commissi	oners Court of Fort Bend County,
Texas, to the extent that such order is not incons	111
Texas Civil Statues. Upon Motion of Commission	ner, seconded
by Commissioner Att 8300, 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 For	t Bend County, Texas, and that said
notice be placed on record according to the regula	ation order thereof.
Notes:	
1. Evidence of review by the Commissioners Cofailure to do so constitutes grounds for job sl	
2. Written notices are required:	
<ul><li>a) 48 hours in advance of construction star</li><li>b) When construction is completed and res</li></ul>	
b) when constituction is completed and re-	ady for imal inspection
Mail notices to: Permit Administrator	inaayina
Fort Bend County Eng P.O. Box 1449	meering
Rosenberg, Texas 7747 281/342-3039	1-1449
3. This permit expires one (1) year from date commenced.	e of permit if construction has not
By June Hegemin	Presented to Commissioners Court
County Engineer	and approved.
Ву	Recorded in Volume Minutes of Commissioners Court.
Drainage District Engineer/Manager	
	Clerk of Commissioners Court
	Winter 100 mm
	Deputy 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

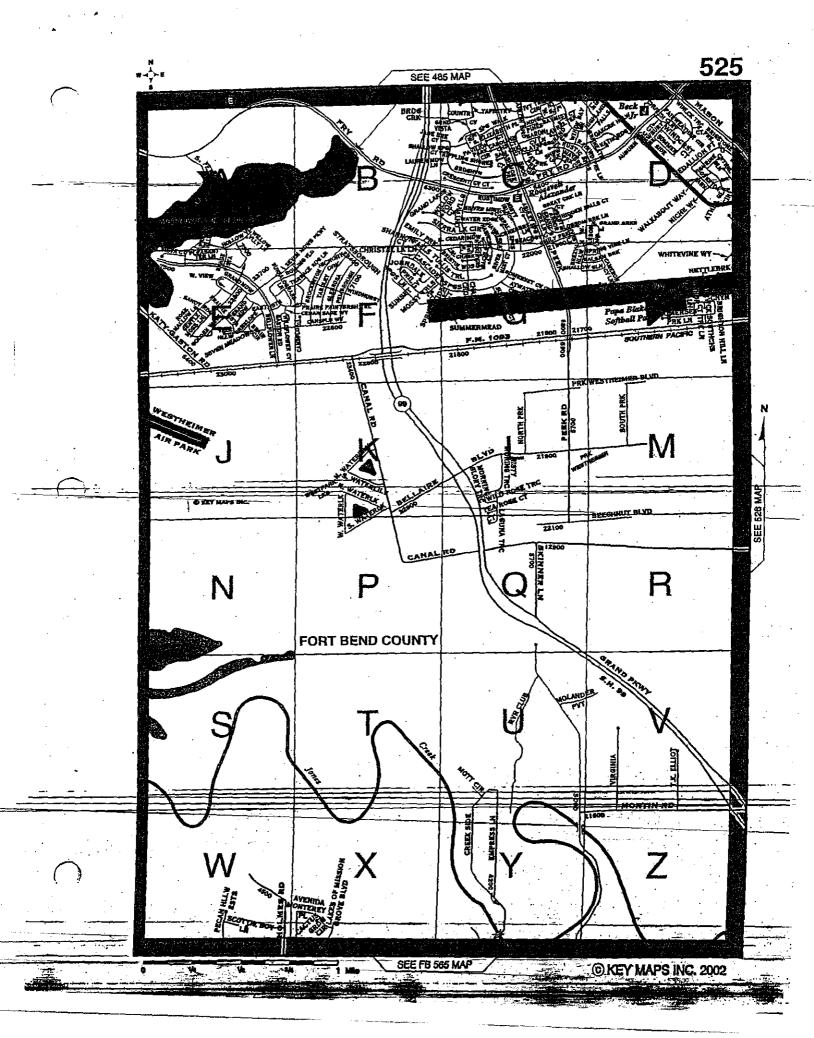
082770

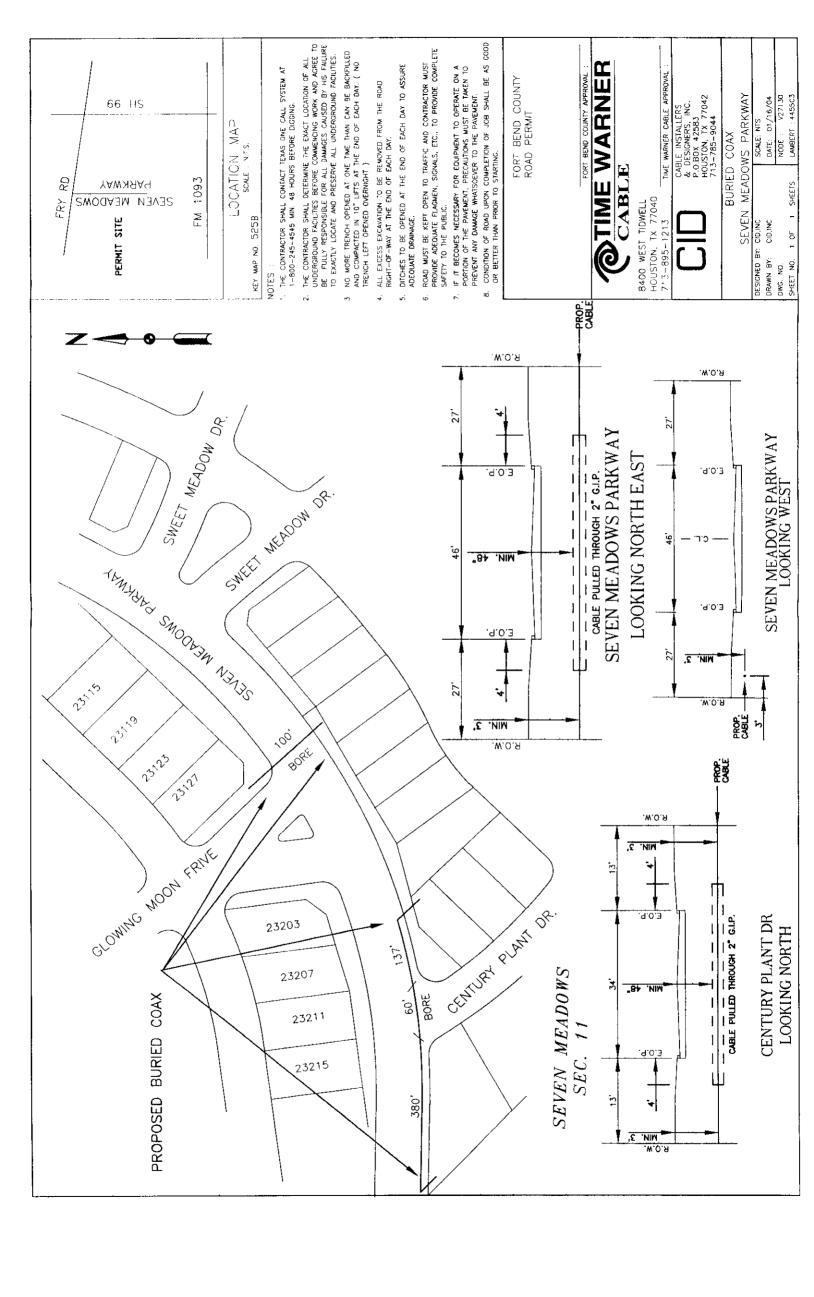
PERMIT NO.	
The following "Notice of Proposed Cable, Conduit, and/or Pole Line County" and accompanying attachments have been reviewed and the appropriate regulations set by Commissioners' Court of Fort Bend Court o	e notice conforms to
(1) Complete Application Form.  a. Name of road, street, and/or drainag  b. Vicinity map showing course of direct  c. Plans and specifications.	
District Attorney, approval when applicate Perpetual bond currently posted.  No. 19910064398491427  Amount 8/00,000.  Performance bond submitted.  No Amount Cashier's Check.  No Amount Amount	able.
(3) Verbal permission given for emergencies, to start approved in Commissioners' Court.	construction before
Precinct Engineer Acknowledgement	Date
Precinct Commissioner Acknowledgement	Date
(4) Drainage District Approval when applicable.	
We have reviewed this project and agree it meets minimum re	equirements.
Johnny Ortega CFM/ Permit Administrator	2/12/04
Johnny Ortega OFM/ Permit Administrator	Date

# NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY

APPLICANT'S JOB NO.				
PERMIT No. 52 110 BOND No. 19 510064	PCT. No3 298491421			
	en that <u>Time Warner Commur</u>	nications		
proposes to lay, construct, i	maintain and/or repair cable, con ays and drainage ditches in Fort	duit and/or pol	le line, in, unde	er, across, or
	In, Under, or Across Roads and/o	or Drainage Di	tches	
Road or :	Distance & Direction From	: Length of		of Construction
Ditch Name :	Nearest Intersection			d :Driven :Case
Century Plant Dr. (not built)	: West of Glowing Moon Dr.	: 60' :	: X : :	: :
Seven Meadows Pkwy	Intersection of Glowing Moon Dr	: 100° :	: X : : :	; ;
			: :	: :
-			• -	•
	Along Roads and/or Drain	nage Ditches		
Road or Ditch Name	: Distance & Direction From : Nearest Intersection	: To		: Distance
Seven Meadows Dr. south		: 580' west		:580'
Side of street	•			:
		•		:
				:
		·		•
	General Descript	tion		
Bury CATV cable across Se	even Meadows Dr., Century Plan	t Dr. and along	Seven Meado	ows Dr.
See attached drawings.	Seven	Meadows Sec	: 11	2/5/04
attached detail drawings. The shall be subject to "A Revisional Cables, Conduits, and/or Politches in Fort Bend County County, Texas," as passed	on of the proposed installation anne laying, construction, maintenalled Order Regulating the Laying, ole Lines, In, Under, Across, or Aly, Texas, Under the Jurisdiction of by Commissioners Court of Fort folume 639 of the Minutes of the	nce and/or rep Construction, I Jong Roads, S of the Commis Bend County,	pair of the proposition of the p	osed installation nd/or Repair of ys and Drainage of Fort Bend he 3rd. day of
Written notices are required complete and ready for fina	l: 1) 48 hours in advance of start I inspection.	of construction	n and 2) when	construction is
	ninistrator/Fort Bend County Eng 449, Rosenberg, TX 77471.	ineering		
Violation of requirements sh	nall constitute grounds for job shu	ut down.		
	COMPANY NAME:	Time Warner	Communication	ons
	•		AGENT and/or	
		(Signatur		
	NAME & TITLE: M	lohamad Wohe	eidy	
		(Please F	,	
	DATE:		2-11-	<u> </u>
	ADDRESS: 8	400 West Tidv	vell Road	
		(Street/P		
	Houston	TX		_77040_
	City		State	Zip
	TELEPHONE NO:_			
		(accessit	ole 24 hrs/day,	7 days/week)

I:\Web Page\Pre-web Documents and Images\Word Documents\Engineering\NOTICE.ROW.doc





## REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2 day of March	, 20 <u>04</u> , before the
Fort Bend County Commissioners Court came	on to be heard and reviewed the
Job Location Movton	Bell Clo Edward & Kelcey
1 1	
Dated 2123 04 Bond No. 5893554	, Permit No. <u>5277</u>
to make use of certain Fort Bend County prope	rty subject to, "A Revised Order
Regulating the Laying, Construction, Maintena	nce, and Repair of Buried Cables,
Conduits and Pole Lines, In, Under, Across or A	long Roads, Streets, Highways and
Drainage Ditches in Fort Bend County, Texa	as, Under the Jurisdiction of the
Commissioners Court of Fort Bend County, Texa	s," as passed by the Commissioners
Court of Fort Bend County, Texas, dated the 3rd	d. day of August, 1987, recorded in
Volume of the Minutes of the Commiss	ioners Court of Fort Bend County,
Texas, to the extent that such order is not incons	sistent with Article 1436a, Vernon's
Texas Civil Statues. Upon Motion of Commission	ner Meyers, seconded
by Commissioner ATTOSON, duly	v put and carried, it is ORDERED,
ADJUDGED AND DECREED that said notice	
acknowledged by the Commissioners Court of Fo	rt Bend County, Texas, and that said
notice be placed on record according to the regul	ation order thereof.
Notes:	•
1. Evidence of review by the Commissioners C failure to do so constitutes grounds for job s	
<ul> <li>Written notices are required:</li> <li>a) 48 hours in advance of construction state</li> <li>b) When construction is completed and re</li> </ul>	•
Mail notices to: Permit Administrator	
Fort Bend County Eng	gineering
P.O. Box 1449	71 1440
Rosenberg, Texas 774' 281/342-3039	/1-1449
3. This permit expires one (1) year from date commenced.	te of permit if construction has not
By the found tegem	Presented to Commissioners Court
County Engineer	and approved. Recorded in Volume
By N/A	Minutes of Commissioners Court.
Drainage District Engineer/Manager	Λ.
	Clerk of Commissioners Court
	By Utiall Many
	Deputy

Revised 12/22/99

#### COUNTY OF FORT BEND

**Engineering Department** 

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

1:WPDATA\PROCED\PERMIT\REVIEWFORM.wpd

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 082771

PERMIT NO. \_ 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. 5893554

Amount 50,000. Performance bond submitted. No. \_\_\_\_\_ Amount Cashier's Check. Amount (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court. Precinct Engineer Acknowledgement Date **Precinct Commissioner Acknowledgement** Date Drainage District Approval when applicable. We have reviewed this project and agree it meets minimum requirements Johnny Ortega CFM/ Permit Administrator

back to Permits

#### FORT BEND COUNTY ENGINEERING DEPARTMENT - PERMIT SECTION

#### P. O. BOX 1149 • 1124 Blume Road Rosenberg, Texas 77471

Phone (281)342-3039 • Fax (281) 342-7366

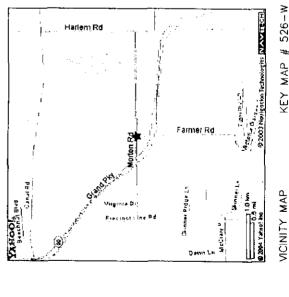
# PERMIT FOR THE CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHTS OF WAY WITHIN FORT BEND COUNTY

	WAY AND/O		Γ			API	PLICATIO	N NO. <u>S</u> County Use	
	on of Driveway an		20501	MORTO	N ROA	D RICH	MON	77	410
	ision Name:	V/A			(Street Addres	s) (HL&P Addr Blk	ess if available	Lot	NIA
2. Applica	ant Name: <u>SOL</u>	ITHING	TURN	BELL	90 00	PWAICD Pho	9 1281	1931 ax	920 × 261
Mailing	Address <u>654</u>	N. GAI	M Hous	STON PI	KWY. 6	.#/44 City/	40UST	$M_p = 7$	1060
3. Site Us		( ) Single Fan			/	Single Family Dv	welling	( ) Agric	cultural
4. Propos	ed Construction:	( ) Driveway	- Curb & Gutter	Section (	Driveway w	rith Culvert - or	pen ditch section	on ( ) Culv	ert Only
5. INDIC	ATE BELOW TH	IE LOCATION	OF THE DRIV	EWAY AND/C	R CULVERT	FROM THE NE	EAREST STRE	ET INTERSE	CTION:
			A REET NA				- i	ı	<b>XI</b> x
	STREET NAW		MORTO RIPLASSE	EFBRM		ENGTH OF	s,	KADET	HE POINT TO
be respo	onsible to Commis	a corporation, passioners' Court to	artnership or oth	er legal entity ovisions of the I	other than a natu Oriveway and/or	ıral person, stat r Culvert Permit	te the name of t	the one or mor	c persons who will
drivewa incorpo	dersigned applican	n strict conformi in this applicati	ty with the plan			ions and condit		mit and any of	urt to construct the her written material
For County Driveway R	Use Only								<b></b>
Culvert Requiremer			Diameter &	Туре	5	Sized By		_ Date	
Code	Bldg Type	Ct	Pct	Phone	Dev Permit	Notes	Planckr	Арр	Data Entry
Key Map L	ocation			Inspo	ection District_	<u></u>	Pe	ermit Fee \$ <u>15</u>	50.00



# Southwestern Bell Telephone RT 1636

Richmond, Tx 77469 20501 Morton Road



KEY MAP # 526-W

E1.0 ONE-LINE DIAGRAM Edwards AND Kelcey

STRUCTURAL DETAILS

CABINET DETAILS

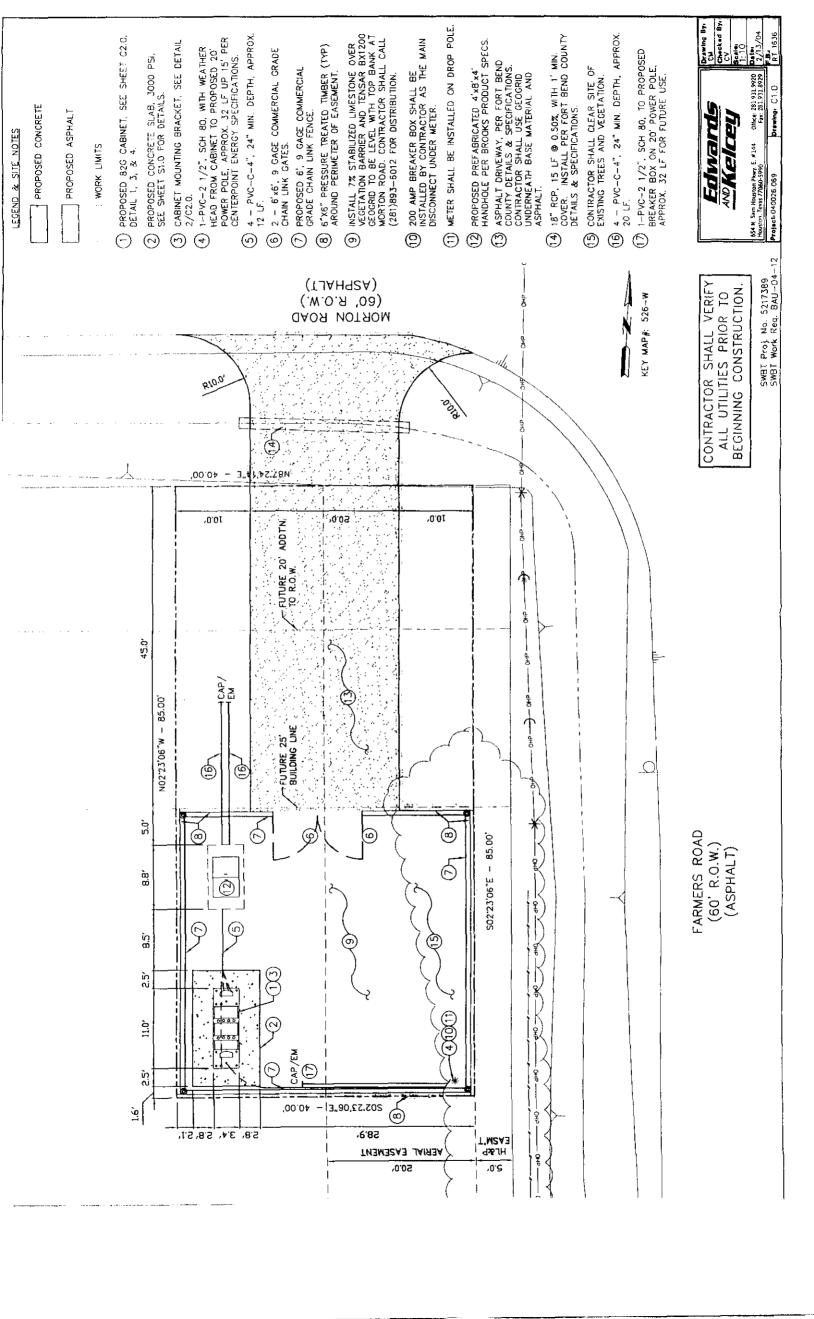
C2.0

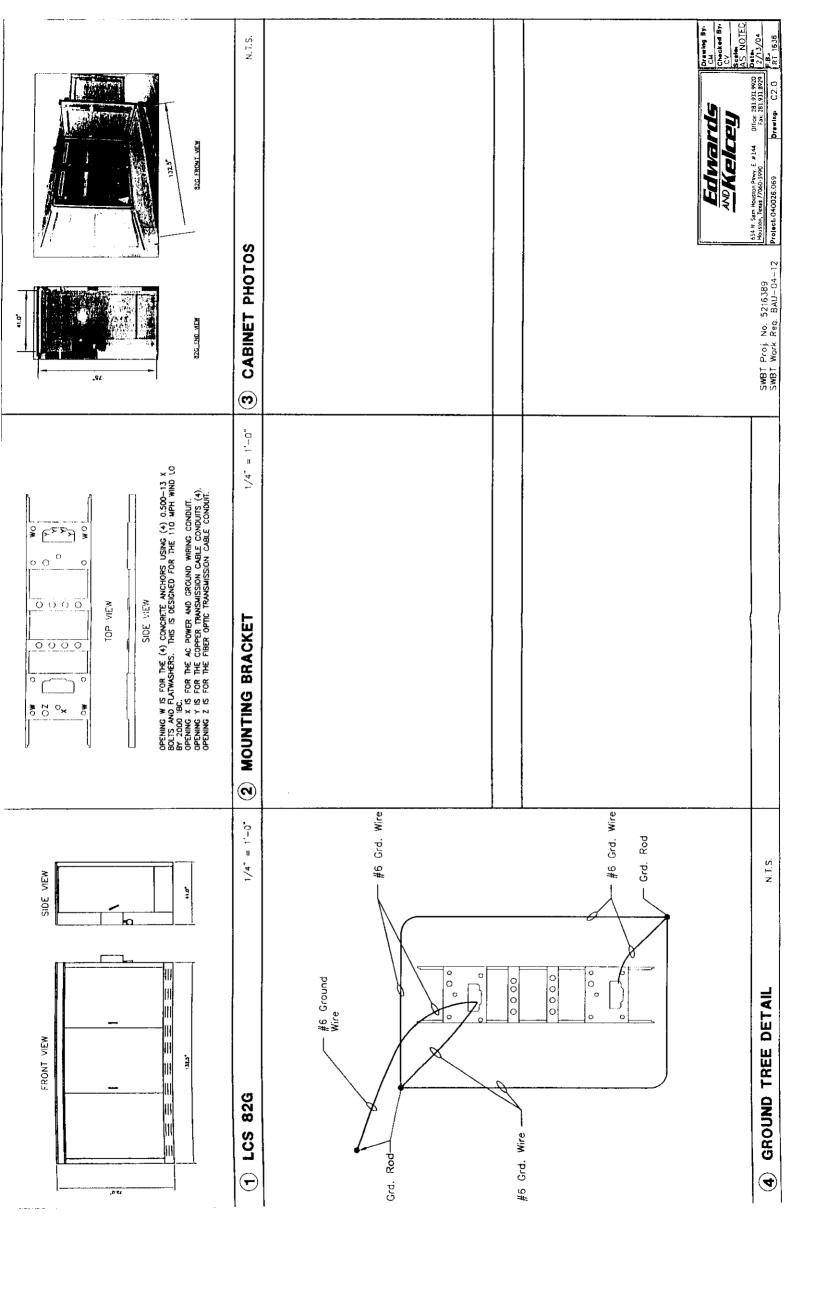
SURVEY

TITLE SHEET

SHEET INDEX

SITE PLAN





## REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2 day of March	, 20 <u>04</u> , before the
	ourt came on to be heard and reviewed the
accompanying notice of <u>wwens</u>	Partners, LTD.
Job Location McKaskle & 1	
1 1	9029 , Permit No. 52772
to make use of certain Fort Bend Cour	nty property subject to, "A Revised Order
Regulating the Laying, Construction,	Maintenance, and Repair of Buried Cables,
Conduits and Pole Lines, In, Under, Ac	cross or Along Roads, Streets, Highways and
Drainage Ditches in Fort Bend Cou	nty, Texas, Under the Jurisdiction of the
Commissioners Court of Fort Bend Cou	inty, Texas," as passed by the Commissioners
Court of Fort Bend County, Texas, day	ted 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 C	Commissioner Weylf , seconded
by Commissioner MHUSON	, duly put and carried, it is ORDERED,
ADJUDGED AND DECREED that s	aid notice of said above purpose is hereby
acknowledged by the Commissioners C	ourt 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 Commis failure to do so constitutes ground	sioners Court must be kept on the job site and s for job shutdown.
2. Written notices are required:	
<ul><li>a) 48 hours in advance of constr</li><li>b) When construction is comple</li></ul>	uction start up, and ted and ready for final inspection
b) when construction is comple	ted and ready for much inspection
Mail notices to: Permit Adm	inistrator ounty Engineering
P.O. Box 144	· · · · · · · · · · · · · · · · · · ·
Rosenberg, 7 281/342-3039	Texas 77471-1449
	from date of permit if construction has not
County Engineer	Presented to Commissioners Court and approved.
	Recorded in Volume
Drainage District Engineer/Manag	Minutes of Commissioners Court.
	Λ.
	Clerk of Commissioners Court
	By Illu Jone
•	Deputy $\mathcal{U}$

Revised 12/22/99

#### **COUNTY OF FORT BEND**

Engineering Department

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

I.\WPDATA\PROCED\PERMIT\REVIEWFORM wpd

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	82772	
County" and acco	tice of Proposed Cable, Conduit ompanying attachments have bee ations set by Commissioners' Co	en reviewed and th	ne notice conforms to
•	Complete Application Form.  a. Name of road, stre b. Vicinity map show c. Plans and specifica	ing course of dire	e ditch affected. ction.
(2)	Bond:		<del></del>
-	District Attorney, app Perpetual bond curre No	ently posted.	able.
-	Amount	ibmitted.	
-	Amount <u>#50,000</u> Cashier's Check. No Amount	····	
(3)	Verbal permission given for emapproved in Commissioners' Co		construction before
	Precinct Engineer Acknowledg	ement	Date
	Precinct Commissioner Acknow	vledgement	Date
(4)	Drainage District Approval wh	en applicable.	_
We have re	viewed this project and agree it	meets minimum r	equirements.
- l = (	Item		2/23/04
Johnny Ortega CY	M/ Permit Administrator		Date

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

AUTHORIZED

BOND NO 58698029 THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

Cravens Partners, Ltd. on behalf of

THAT WE, Fort Bend County MUD No. 119 is 7700 San Felipe, Suite 485, Houston, TX 77063 \_, Texas, hereinafter called the Principal, and Western Surety Company \_, a Corporation existing under and by virtue of the laws and authorized to do an indemnifying business in the State of Texas, and of the State of SD whose principal office is located at 101 S. Phillips Ave., Sloux Falls, SD 57117, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Michael T. Shambaugh is 4004 Beltline Rd, Ste 260, Addison, TX 75001-4381 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 Fifty Thousand---------- 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 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.

> 10 E 3 P CENTRALISM IN

EXECUTED this 20th day of February, 20 04.

ravens Prathers

President, Cravens Management, LLC-General Partner

Western Surety Company

SURETY

BY Teresa D. Kelly, Attorney-in-Fact

CCM: 3-2.04 #13H

ROTOM 1: MPDATA/PROCED/PERHIT/PERFBOND, PO1, MPD

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dan W Burton, Teresa D Kelly, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of February, 2003.

2

WESTERN SURETY COMPANY

Paul 2 Bruflat, Senior Vice Presiden

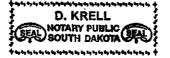
State of South Dakota County of Minnehaha

SS

On this 19th day of February, 2003, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURBTY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



CERTIFICATE

D. Krell, Notary Public

WESTERN SURETY COMPANY

J. Nelson/ L. Nelson, Assistant Secreta:

#### Authorizing By-Law

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

#### **State of Texas**

#### **Claim Notice Endorsement**

To be attached to and form a part of Bond No. <u>58698029</u>.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety 333 South Wabash Chicago, IL 60604

Telephone: (312) 822-5000

#### NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, America Casualty Company of Reading, PA, The Fireman's Insurance Company of Newark, NJ, and The Continental Insurance Company.

#### **DISCLOSURE OF PREMIUM**

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

# DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

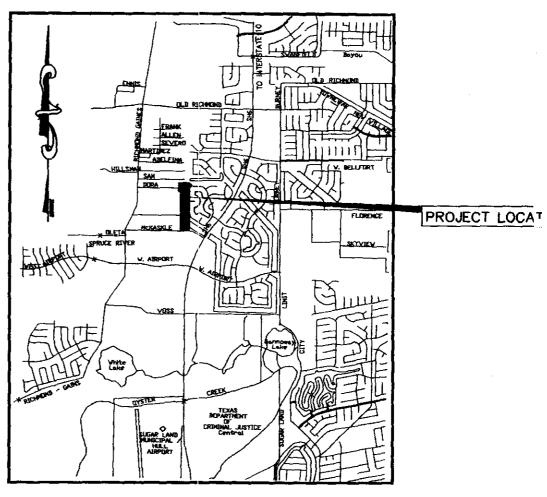
The United State will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

# FORT BEND COUNTY ENGINEERING DEPARTMENT - PERMIT SECTION P. O. BOX 1149 • 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

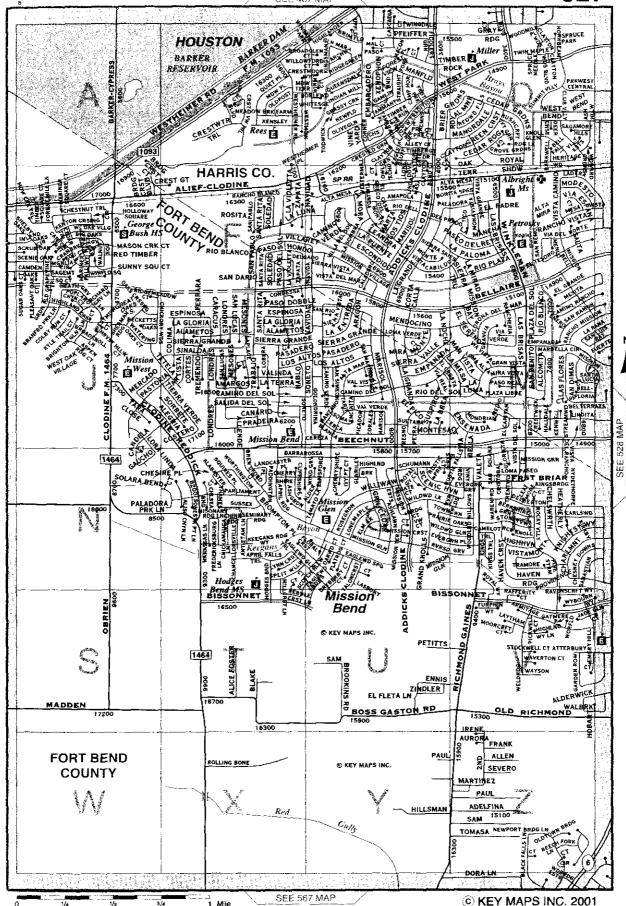
Αl	PPLICATIO	N FORM						(	NO. 5	2772- Only
1.	Location of D	riveway and/	or Culvert	5210	MCKI	KLE	(III 6D 4 3 1		· · · · · · · · · · · · · · · · · · ·	
										/H
2.	Applicant Nat	me:	ZAVENS	PAR	TNERS	,6+0.	Phon	× 713	-300	-1530
	Mailing Addre	ess <u>P.</u> C	2. Box	1660			City <u> </u>	STON	_Zip	7251
3.	Site Use:	(	) Single Fami	ly Dwelling	<b>×</b>	Other than Si	ngle Family Dw	velling	( ) Agric	cultural
4.	Proposed Con	nstruction: (	( ) Driveway -	Curb & Gutter	Section (	) Driveway wi	ith Culvert - op	en ditch sectio	n <b>∭</b> Culv	ert Only
5.	INDICATE E	BELOW THE	LOCATION	F THE DRIVE	EWAY AND/O	R CULVERT F	ROM THE NE	AREST STRE	ET INTERSE	CTION:
		STREET NAME HUNY	_ · _ · <del>_ ·</del> · _ · _	· · — · — · — · —		LE	OZ'	]	TABLE X	HE POINT TO
6.	be responsible	e to Commiss	ioners' Court to	see that all pro	wisions of the I	Oriveway and/or				re persons who will
7.	driveway and incorporated l	or culvert in by reference i	strict conformit in this application	y with the plan	s, specification	s, terms, provisi	ions and condit	ions of the pe	rmit and any o	ther written material
	or County Use Criveway Require		County Use Only  and/or Culvert   52/10   Mc   Mc   Mc   Mc    Sec   MR   Bik   M/H   Lot   M/H    CRAVENS   PARTNERS   L. FD   Phone   7/3 - 320 - 15/30    City   Mc   Mc   Mc   Mc   Mc   Mc    City   Mc   Mc   Mc   Mc   Mc   Mc    City   Mc   Mc   Mc   Mc   Mc    City   Mc   Mc   Mc   Mc   Mc    City   Mc   Mc   Mc    Coloration   Mc   Culvert    Coloration   Mc   Mc   Mc    Coloration   Mc   Mc    Coloration   Mc   Mc    Coloration   Mc   Mc    Colorati							
	ulvert equirements:	Length	· · · · · · · · · · · · · · · · · · ·	_ Diameter &	: Туре	8	Sized By		Date	
Ŀ	Code	Bldg Type	Ct	Pct	Phone	Dev Permit	Notes	Planckr	Арр	Data Entry
K	ey Map Locatio	ona			lnsp	ection District_		P	ermit Fee S <u>/</u>	50.00



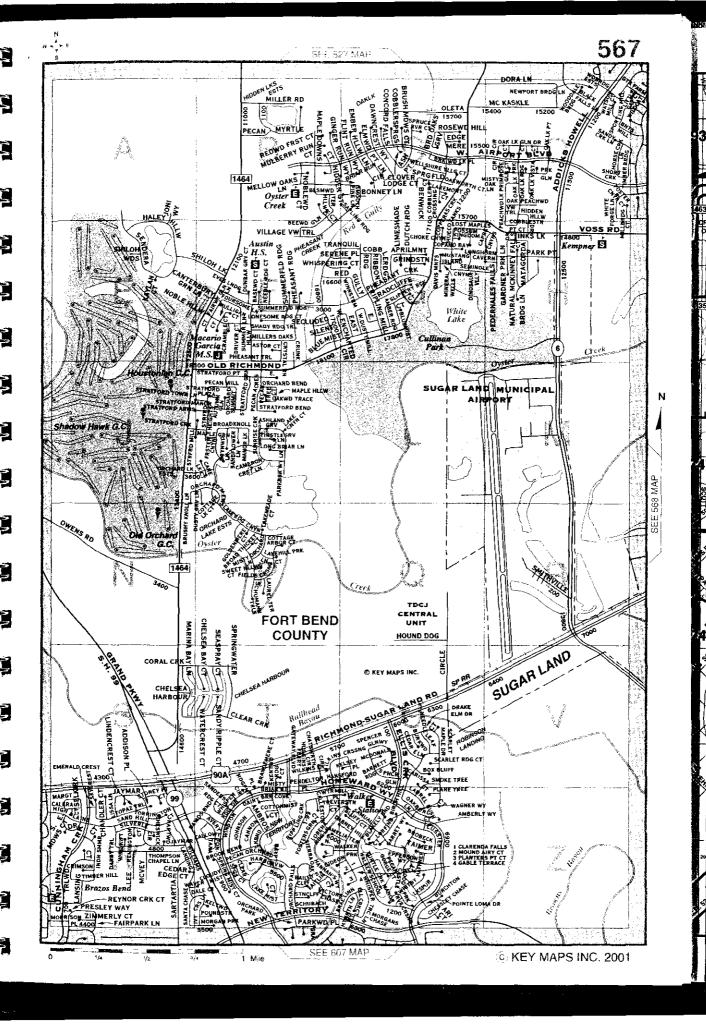
VICINITY MAP

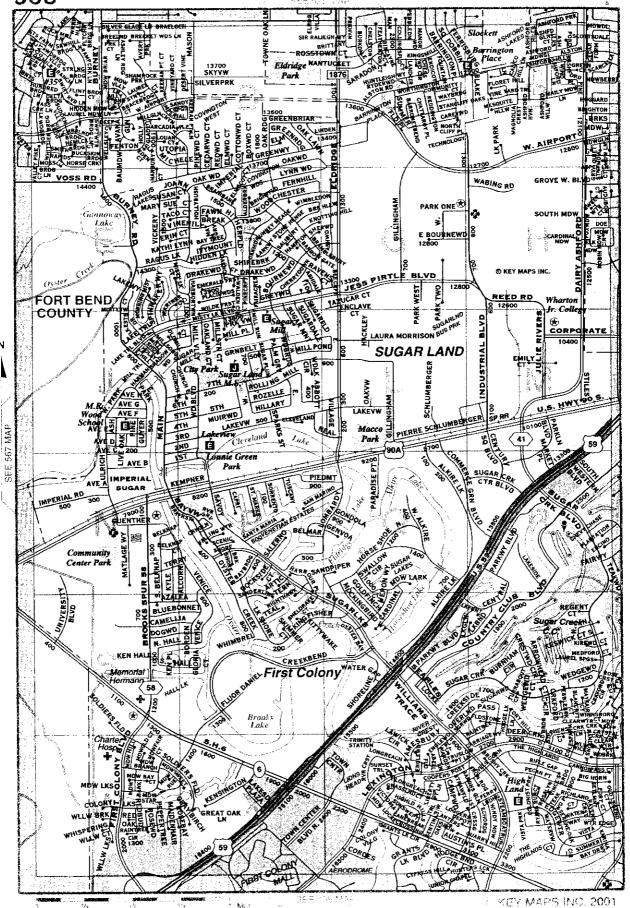
N.T.S.

KEY MAP NO. 567-D, 568-A, 527-Z, 528-W



KEY MAPS INC. 2001





The attached sheet is the traffic control plan figure TA-18 to be used if needed on McKaskle rd.

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e work and.

the

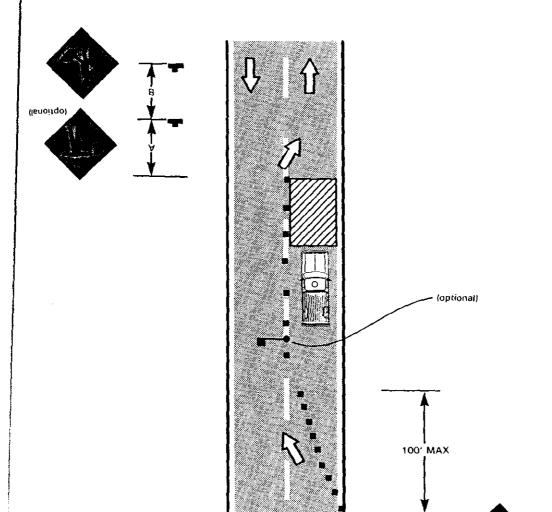


Figure TA-18. Lane closure on minor street.

(optional)

## 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

YORD 140	58694029	***************************************	<del></del>			
roposes to lay,	hereby given that construct, maintain a	nd/or repa				
r along roads, s	streets, highways and	drainage d	ditches in Fo	ort Bend Cour	ity, as folic	ows:
	In, Under, or A	cross Roa	ds and/or Di	rainage Ditch	es	
load or :			Length of		e of Const	
	Nearest Intersect		Crossing			Oriven: Cased
1095 Rd. :	100' 650'		400'	: ::	TACKUS	•
LCKASKLE:	650'	:	37'	_: BORED:	:	•
:		:		: :	:	:
	Along R	oads and/	or Drainage	Ditches		
					- Di-1	
oad or itch Name	: Distance & Direction: Nearest Inter	· ·	1 : 10		: Distar	1Ce
UKKASKLE	: 650'		: 1/17	T' TO THE	: 7 <i>5</i> 7'	TO THE
	•					OF MUKASKI
<del> </del>	•		;		HZVM	Hury. 6
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#### FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

February 23, 2004

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 13-C

**Existing Name: Caribou Court** 

**Change Name to: Caribou Cove Court** 

Dear Commissioner Stavinoha:

LJA Engineering & Surveying, Inc. is requesting to rename Caribou Court to Caribou Cove Court, within the plat of Sienna Village of Shipman's Landing, Section 13-C. The street already exists in Section 12-B and is not a connecting street. The lots are owned by Pulte Homes of Texas, L.P. (see attached map).

LJA Engineering & Surveying, Inc. has requested this change through the 911 committee. Robert LaBarbera, from our Engineering office will notify the 911 committee.

The Engineering Department will place this item on the next available Commissioners' Court agenda if it meets your approval.

Should you have any questions please do not hesitate to call.

Sincerely,

Nathan D. Hatcher

Assistant to County Engineer

NDH/mjs

Attachments

cc: Mr. Doug Keney, LJA Engineering & Surveying, Inc.

Mr. Robert LaBarbera, 911 Committee

File



2929 Briarpark Drive Suite 600 Houston, Texas 77042-3703 Phone 713.953.5200 Fax 713.953.5026 www.ljaengineering.com

February 23, 2004

Mr. Robert LaBarbera Fort Bend County Engineering (GIS) 1124 Blume Road Rosenberg, Texas 77471

Re: Sienna Village of Shipman's Landing Section Thirteen-C

Request for Street Name Change (Caribou Court to Caribou Cove Court)

Job No. 1193-1313-006 (5.3)

Dear Mr. LaBarbera:

We are requesting a street name change in Sienna Village of Shipman's Landing Section 13-C, a subdivision of record in Slide No. 2502A and 2502B in the Plat Records of Fort Bend County. The two lots that are addressed on this stub street are owned by Pulte Homes of Texas, L.P.

The change we are requesting is to rename Caribou Court to Caribou Cove Court. There is already an existing street named Caribou Court in Sienna Village of Shipman's Landing Section Twelve-B.

The intersecting street with Caribou Cove Court is Caribou Cove. Grasie Alvarado with Fort Bend County Elections Administration has indicated that Caribou Cove Court is a good name.

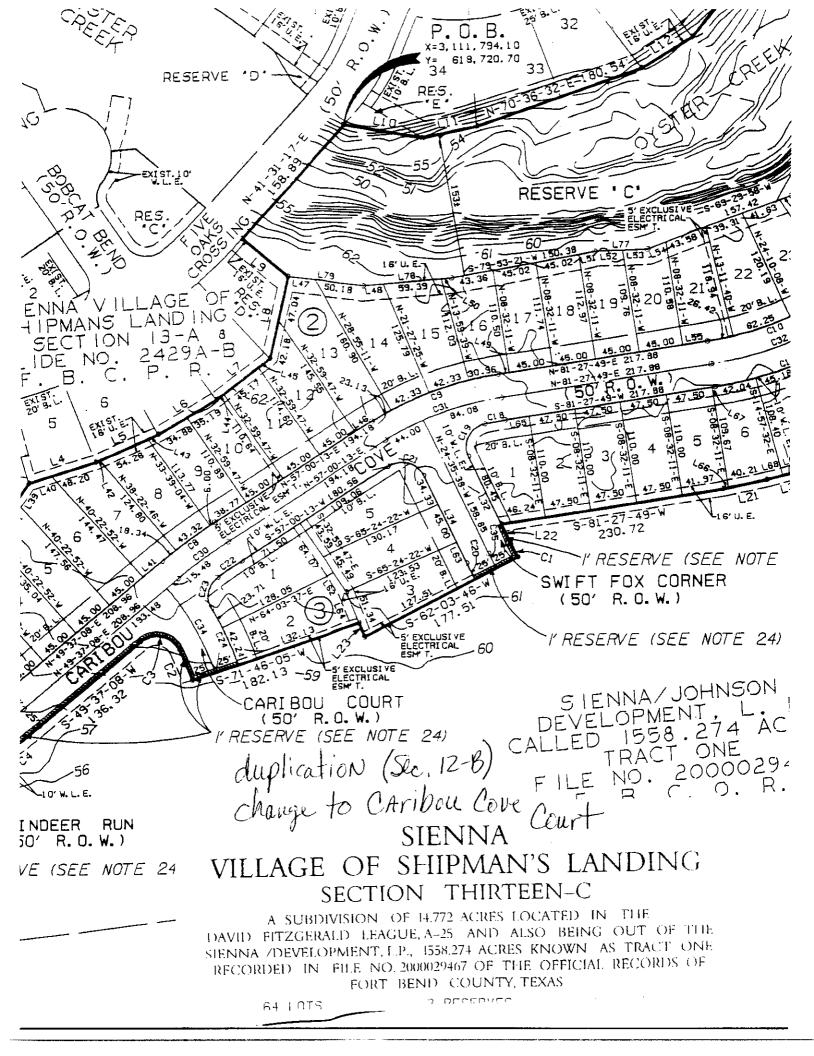
We are requesting to be placed on the next agenda scheduled for March 2<sup>nd</sup>. Please call me if you have any questions or need any additional information.

Very truly yours,

Douglas Keney — Planning Coordinator II

DK/sc

cc: Mary Jane Sowa - Fort Bend County Engineering



February 26, 2004

AGENDA ITEM

Dear Judge and Commissioners:

The Board of Directors of the Fort Bend County Toll Road Authority reviewed the following items at their regular meeting held on February 25, 2004 and makes the following recommendations to Commissioners Court:

- 1. Approval of invoices in the amount of \$1,983,415.02 (\$1,510,272.48 for the Fort Bend Parkway Corridor, Project A and \$473,142.54 for the Westpark Corridor Project).
- 2. Approval of addendum to Contract with Knudson & Associates in the amount of \$13,500.00 for landscape design services for the Fort Bend Parkway Corridor, Project A.
- 3. Approval of Supplemental Agreement No. 2 with Chiang, Patel & Yerby, Inc. in an amount not to exceed \$8,270.39 for design services for the Westpark Tollway.
- 4. Land matters (executive session)

Copies of the invoices, agreements, and contracts will be forwarded for your review. Please place these items for consideration by Commissioners Court on the agenda for the meeting scheduled on March 2, 2004.

As always, if you should have any questions regarding this matter, please don't hesitate to contact any member of the Board of Directors or the Authority's consultants.

Very truly yours,

Richard L. Muller, Jr. Allen Boone Humphries LLP 713-860-6415





8588 KATY FREEWAY SUITE 441 HOUSTON, TEXAS 77024 TEL 713.463.8200 EAX 713.463.8011 www.knudsonservices.com

February 17, 2004

Mr. Norm Mason Chairman Fort Bend County Toll Road Authority P. O. Box 2789 Sugar Land, TX 77487-2789

RE: Fort Bend County Toll Road Authority
Fort Bend county Parkway Project Addendum to Contract

Dear Mr. Mason:

This letter is intended to serve as an addendum to our contract, dated August 26, 2003, with Fort Bend County Toll Road Authority (FBCTRA), for landscape design services for portions of the Fort Bend County Parkway Project.

At our last meeting we discussed expanding the services to include planting plans for the entire Fort Bend County Parkway length (6+ miles) and furnish construction services during installation of trees, shrubs, and grasses as shown on our plans.

#### COMPENSATION

Our additional labor fees, not including construction administration, for the design services described above will be \$13,500.00. Plans will be signed and sealed by a registered Landscape Architect licensed in the State of Texas.

Construction administration shall involve our close supervision of staking locations for all trees, plants, and grasses; the inspection and approval/rejection of all plant material delivered to the project; and finally the actual planting procedure. It is estimated that ninety (90) days will be required to complete the planting installation, subject to the weather and contractor schedule. Of that time period, we estimate our on-site involvement will be thirty (30) days.

Our fee for construction administration shall be on a flat rate for hourly project administration at a rate of ninety dollars (\$90) per hour.

Fort Bend County Parkway Project Addendum February 17, 2004 Page 2

Reimbursable Expenses: standard project-related expenses such as mileage, plotting/reproduction and long distance telephone charges are additional to the labor fees and will be billed to the client at our cost, plus 15% administrative charge.

Billing to you will be monthly based on percentage completion of the work.

Norm, we appreciate the opportunity to provide this request. You may authorize our services by signing below and returning one signed copy to this office. If you have any further questions, please do not hesitate to contact me.

Sincerely,

And Associates

And Associates

And Associates

ಶ. Kent Marsh, AICP

Principal

Agreed and Accepted for Fort Bend County Toll Road Authority

Signed Date

2/75/64

Norm Mason, Chairman
3:m Condrey, V. Chairman

# SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT OF May 21, 2003 FOR ENGINEERING SERVICES

This Supplemental Agreement is made and entered into this 25th day of Edward, 2004, and modifies the ENGINEERING SERVICES AGREEMENT made with Chiang, Patel & Yerby, Inc., dated May 21, 2003, and as amended on October 21, 2003, for the performance of professional services.

The agreement is hereby modified as follows:

The Scope of Services are amended to include the additional services described in Attachment A-2, which are made part of this Supplemental Agreement.

In Paragraph 2.a, the following is added after the end of the last sentence in the paragraph:

"Compensation for performance of the Services defined in Attachment A-2 will be as follows: The Additional Services compensation shall be a lump sum not to exceed \$8,270.39. The maximum amount payable under this agreement shall not exceed \$509,738.81 for all work except by separate agreement in accordance with the provisions of this agreement."

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as of the date first set forth above.

FORT BEND COUNTY TOLL ROAD AUTHORITY, a local government Texas Corporation

> Norm Mason J'm Condre C V. Chairman, Board of Directors

ATTEST:

Bobbie Tallas

Secretary, Board of Directors

Chiang Patel & Yerby, Inc.

**ENGINEER** 

7

Name: Glenn T. Johnson, P.E.

Title: Vice President



#### **ATTACHMENT A-2**

#### SCOPE OF SERVICES BY CHIANG, PATEL & YERBY, INC.

#### 1. Roadway Design (Function Code 160)

Create new vertical and horizontal alignments for ramp 7-1 and update the existing roadway plan and profile sheets.

#### 2. <u>Drainage Design (Function Code 161)</u>

Update flowrates for the widening of ramp 7-1 and check capacity for current system and ponded widths of ramp 7-1. Update Winstorm outputs and coordination with Section 1.

#### 3. <u>Miscellaneous Design (Function Code 163)</u>

- A. Traffic Control Plans Modify traffic control plans for the new ramp alignment 7-1.
- B. Cross-Sections Modify cross-section for the new ramp alignment 7-1.

	Units	Quantity Hours	Hours	Project	Project Assistant	Senior	Design	EIT	CADD	Clerical	Total	Total	Total	
Task Description			quantity	ו			,				hours			
一個門的其他 的 的复数外的 医克勒斯氏试验检检验检验检验检验检验				\$ 52.55	\$ 48.55	\$ 36.00	\$ 30.00	\$ 24.00	\$ 24.00	\$ 16.00			2	2.96
FUNCTION CODE 110 (ROUTE/ DESIGN STUDIES)									7 7 7 7 7 7					1
Revise schematic plans	per connector		0	0	0	0	0	0	0	0	0	\$ 0.00	<b>.</b>	000
FC 110 TOTAL				C	G	C	C	c	°	c	٥	000	9	00 0
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FUNCTION CODE 180 (ROADWAY DESIGN)														(
Roadway plan and profiles	sheets	-	9	2	-	S	0	4	*	0	16	\$ 525.65	\$ 1,555.92	95
FC 160 TOTAL		-		2		S	0	4	4	٥	16	\$ 525.65	\$ 1.555.92	95
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FUNCTION CODE 161 (DRAINAGE DESIGN)														ĪΙ
Stormsewer plan and profiles	sheets	2	27_	69	0	8	0	40	\$	0	53	\$ 1,417.65	\$ 4,196.24	24
FC 161 TOTAL		2		3	0	3	0	04	sc.	0	53	\$ 1,417.65	\$ 4,196.24	72
TOTAL OF THE PROPERTY OF LOOP INCIDENTIAL														1
FUNCTION CODE 163 (MISCELLANEOUS DESIGN)		1												1
TRAFFIC CONTROL PLANS Traffic control plans	sheets		7	-	0		0	4		0	1	\$ 208.55	\$ 617.31	
CROSS-SECTIONS														:
cross-sections (3 x-sections per sheet)	sheets	ဖ	6	4	0	4	0	12	0	0	20	\$ 642.20	\$ 1,900.91	. <u>9</u> .
FC 163 TOTAL				ν.	0	5	٥	16	-	0	27	\$ 850.75	\$ 2,518.22	я
DIRECT RATES CPY BILLABLE RATES				t t	<b>+-</b>	15	0	09	5	0	96	\$ 2,794	\$ 8,270.39	l g
Expenses Add surveyor (LJA)													8 8	0.0
TOTAL FEE OPTION 1													\$ 8,270.39	65
														1

#### FORT BEND COUNTY AGENDA ITEM COMMISSIONERS COURT AGENDA REQUEST FORM

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

DATE SUBMITTED: 02/25/04	SUBMITTED BY:Sue Brock, 1st Assist.	AGENDA
	DEPARTMENT: County Treasurer	ITEM
COURT AGENDA DATE: 03/02/04	PHONE NO.: 281-341-3765	# 148

#### **SUMMARY OF ITEM:**

Authorize payment of invoices for work performed by consultants and/or contractors, and listed on Board Report dated February 25, 2004, for an amount totaling \$1,983,415.02 of which equals \$1,510,272.48 for Section A of the FB Parkway, and \$473,142.54 for Westpark Toll Road Extension. (Fund:220-045-2025)

RENEWAL CONTRACT/AGREEMENT: Yes () No(x) LIST SUPPORTING DOCUMENTS ATTACHED: FBC Toll Road Bill's approved 02/25/04 FINANCIAL SUMMARY: ANNUALIZED DOLLARS: **BUDGETED ITEM:** COMMENTS:

Miscellaneous

()

Recurring Funding Source: 0 fund\_220\_\_\_agcy\_\_\_Object\_ N/A 0

Yes () No () N/A (?)

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

One Time

### CC with back up:

	**************************************			
yes (x)	Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes (x)	<b>Budget Officer</b>	(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)
ves (x)	County Clerk	(281-341-8697)		` ,

#### Instructions for submitting an Agenda Request:

- Completely fill out agenda form, incomplete forms will not be processed. 1.
- Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments 2. 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

#### **FEBRUARY 25, 2004**

		TOTAL	FORT BEND PARKWAY SECTION A	WESTPARK TOLL ROAD EXTENSION
INVOICES PRESENTED FOR APPROVAL	FEB 25, 2004	\$1,983,415.02	\$1,510,272.48 Page 2	[1] \$473,142.54 Page 12
PROJECT COST TO DATE,	FEB 25, 2004	\$35,286,192	\$27,652,828	\$7,633,364
PROJECT BUDGET	=	\$69,578,359	\$58,069,691	\$11,508,668
PROJECT BUDGET REMAINING	FEB 25, 2004	\$34,292,167	\$30,416,863 52.38%	\$3,875,304 33.67%
			Page 3-11	Page 13-16
PROJECTED CASH AS OF Page 19	FEB 25, 2004	<u>\$30,978,980</u>		
	JAN. 31,2004	\$30,978,980 \$509,958	Page 3-11	Page 13-16
Page 19  INTEREST EARNINGS THROUGH Before and after the bond sale	JAN. 31,2004 ificate of deposit] FEB 25, 2004		Page 3-11 \$30.978.565	Page 13-16

<sup>[1]</sup> REQUESTED LOAN ADVANCES FROM FORT BEND COUNTY FOR JANUARY AND FEBRUARY 2004 INVOICES OF \$245,000 AND \$470,000 RESPECTIVELY

Pamela M. Logsdon

Certified Public Accountant

5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092
713.934.9107 713.934.9105 Fax 713.934.9443 pmlog@aol.com

PAYEE	INVOICE#	TOTAL	PARKWAY SECTION A	WESTPARK
MARION MONTGOMERY, INC.	9510	1,055.54		1,055.54
MENON CONSORTIUM INC.		0.00		
PATE ENGINEERS, INC. [Sec. 2]	73147	2,496.34	1,007.59	1,488.75
PTI, INC.		0.00		
SOUTHERN NATIONAL BANK	JAN 2004	43.55	21.78	21.77
STORK SOUTHWESTERN LABS	3501779	3,725.00		3,725.00
ME STONE dba PROFESSIONAL PROJECT MANAGEMEN " "	STMT#7 STMT#3	10,260.00	5,670.00	4,590.00
STORK SOUTHWESTERN LABORATORIES, INC.		0.00		
TEDSI INFRASTRUCTURE GROUP, INC.		0.00		
TEJAS SURVEYING, INC.		0.00		
TERRA-MAR, INC.		0.00		
TOLUNAY-WONG ENGINEERS, INC.		0.00		
TRAFFIC ENGINEERS, INC. (TEI)		0.00		
TROY CONSTRUCTION LLP		0.00		
TURNER COLLIE & BRADEN	5110740001-S32 5114470001-10	119,579.65 -	 94,553,95	- 25,025.70
VALERO LOGISTICS OPERATIONS L.P.		0.00		
VINSON & ELKINS, L.L.P RIGHT-OF-WAY	25078004 25079955 25080027	1,065.67  	593.17 387.50 75.00	
WJ INTEREST, LLC WJ INTEREST - CONSULTING SERVICES WJ INTEREST - OFFICE SPACE		3,283.21 	 1,375.00 266.61	- 1,375.00 266.60
W.W. WEBBER, INCSECTION 1 W.W. WEBBER, INCSECTIONS 2 & 3 W.W. WEBBER, INCSECTIONS 4 & 5A	ESTIMATE # 8 ESTIMATE # 8 ESTIMATE # 8	1,372,093.89	242,223.87 1,067,070.69 62,799.33	
TOTALS		1,983,415.02	1,610,272.48	473,142.54

PAYEE	INVOICE #	TOTAL	PARKWAY SECTION A	WESTPARK
AGUIRRE & FIELDS, LP [Section 1]	2306	23,206.22		23,206.22
ALLEN BOONE HUMPHRIES,LLP ALLEN BOONE HUMPHRIES,LLP-GENERAL ALLEN BOONE HUMPHRIES,LLP-ADDTL SERV-CONST	1982 T 1977 1978 1980 1981 1983	27,002.28    	3,599.30 1,096.23 3,579.10	2,747.46 8,435.66
ARCADIS G&M, INC. [Section 4]	12	9,113.07		9,113.07
BERG OLIVER ASSOCIATES, INC.		0.00		
BOWNE OF HOUSTON		0.00		
BROWN & GAY ENGINEERS, INC. [GEC]	01-4293	91,590.50		91,590.50
CARTER & BURGESS, INC. [Sec. 5]		0.00		
CHANG, PATEL & YERBY	0104-0328-07-005	20,517.40		20,517.40
COBB, FENDLEY & ASSOCIATES, INC.	0217224 0217050	54,458.05		27,229.03 27,229.02
DANNENBAUM ENGINEERING CORP. [Sec. 4]		0.00		
ELECTRONIC TRANSACTION CONSULTANTS		0.00		
FIRST SOUTHWEST COMPANY		0.00		
GEOTECH ENGINEERING and TESTING		0.00		
GEOTEST ENGINEERING, INC.		0.00		
HALFF ASSOCIATES, INC. [Section 5]	H-83040	9,186.32		9,186,32
HOUSTON PIP LINE COMPANY	NVOICE DATED 1-16-04	182,598.00		182,598.00
HNTB [Section 3]	11-34608	12,596.90		12,596.90
HUITT-ZOLLARS, INC. [Sec. 3]		0.00		
HVJ ASSOCIATES, INC,		0.00		
KELLOGG BROWN & ROOT [Sec. 1]		0.00		
KNUDSON & ASSOCIATES	4764 4874	19,074.32	10,136.00 8,938.32	
LJA ENGINEERING & SURVEYING	20033863	178.37	178.37	
LOCKWOOD, ANDREWS & NEWNAM, INC. [Section 2]	321926	14,789.88		14,789.88
PAMELA M. LOGSDON, CPA	3037 3054	5,510.86	1,644.05 1,111.39	1,644.04 1,111.38

### **PARKWAY SECTION A**

ENGINEERING & CONSTRUCTION		
CARTER & BURGESS, INC. [Sec. 5]		
ELECTRONIC TRANSACTION CONSULTANTS		
GEOTECH ENGINEERING and TESTING		
GEOTEST ENGINEERING, INC.	-	
HUITT-ZOLLARS, INC. [Sec. 3]		
HVJ ASSOCIATES, INC.		
KELLOGG BROWN & ROOT [Sec. 1]		
KNUDSON & ASSOCIATES	OCT & DEC 2003	19,074.32
LJA ENGINEERING & SURVEYING		178.37
PATE ENGINEERS, INC. [Sec. 2]		1,007.59
PTI, INC.	****************	1,00,100
STOA INTERNATIONAL ARCHITECTS, INC.		
M.E. STONE dba PROFESSIONAL PROJECT MANAGEME	NT SERVICES	5,670.00
TEDSI INFRASTRUCTURE GROUP, INC.		3,010.00
TEJAS SURVEYING, INC.		
TOLUNAY-WONG ENGINEERS, INC.		
TRAFFIC ENGINEERS, INC. (TEI)		
TROY CONSTRUCTION LLP		
TURNER COLLIE & BRADEN	************	94,553.95
W.W. WEBBER, INCSECTION 1		242,223.87
W.W. WEBBER, INCSECTIONS 2 & 3		1,067,070.69
W.W. WEBBER, INCSECTIONS 4 & 5A		62,799.33
TOTAL ENGINEERING & CONSTRUCTION	ON	1,492,578.12
		.,,
OPERATING COSTS		
ALLEN BOONE HUMPHRIES, LLP		
GENERAL		3,599.30
ADDITIONAL SERVICES - CONSTRUCTION	************	4,675.33
RIGHT-OF-WAY		3,945.23
PAMELA M. LOGSDON, CPA	OCT-NOV 2003	2,755.44
MARION MONTGOMERY, INC.	00111012000	2,100.44
SOUTHERN NATIONAL BANK		21.78
VINSON & ELKINS, L.L.P. [RIGHT-OF-WAY]	****************	1,055.67
WJ INTEREST		- 1,000.01
CONSULTING SERVICES		1,375.00
OFFICE SPACE & ADMINISTRATIVE SUPPORT		266.61
TOTAL OPERATING COST	rs	17,694.36
TO THE OTHER WOOD		11,007.00
TOTAL - PARKWAY SECTION A		1,510,272.48
	200	-,

	Γ		UNDER (OVE	R) EXPENDED
	REVISED	COST TO	DOLLARS	% DOLLARS
	BUDGET	DATE	REMAINING	REMAINING
		0	[C] - [D] =	(E]/[C] =
_	[c]	[D]	E	
VI. TECHNICAL SUPPORT SERVICES TO AUTHORITY	0	0	0	
PUBLIC RELATIONS - MARION MONTGOMERY, INC.	100,000	36,004	63,996	64.00%
GROUND BREAKING CEREMONY-M MONTGOMERY, INC.	26,563	26,563	0	
GROUND BREAKING CEREMONY-CONTRIBUTIONS[net of at	(25,000)	(29,750)	4,750	
TREES FOR HOUSTON -10% of Collections	0	0	0	
EZ TAG OPERATION - ESTIMATE	250,000	G	250,000	100.00%
START UP COSTS/ADVERTISING - ESTIMATE	150,000	0	150,000	100.00%
TOTAL TECHNICAL SUPPORT SERVICES	501,563	32,817	468,746	93.46%
•	0			
VII. AUTHORITY OPERATING COSTS	0		_	
CONSULTING-WJ INTEREST	155,120	115,977	39,143	25.23%
FIRST SOUTHWEST COMPANY	50,000	50,000	0	FINAL
LEGAL [General] - ABH & V&E	165,718	163,386	2,332	1.41%
CONSTRUCTION - ABH & V&E	245,535	101,303	144,232	
COPYRIGHT - V&E	0	486	(486)	
ACCOUNTING-PAMELA M.LOGSDON	63,824	46,939	16,885	26.46%
MISCVARIOUS	264,580	44,676	219,904	83.11%
TOTAL AUTHORITY OPERATING COSTS	944,777	522,767	422,010	44.67%
•	0			
VIII. CONTINGENCIES	0	o	0	
COST PRIOR TO APRIL 2001	0			
WILBUR SMITH ASSOCIATES	224,502	224,502	O	FINAL
WILBUR SMITH ASSOCIATES	18,000	18,000	0	FINAL
WILBUR SMITH ASSOCIATES	4,000	4,000	0	FINAL
WILBUR SMITH ASSOCIATES	21,250	21,250	0	FINAL
EARTH TECH - Schematic Update & Investment Grade Study	400,000	400,000	0	FINAL.
CONSULTING - WJ INTEREST	68,676	68,676	0	FINAL.
LEGAL - VINSON & ELKINS	359,803	360,516	(713)	FINAL
MISC.	1,640	1,640	Ò	FINAL.
LOANS/ADVANCES	,	. • - /	-	
TXDOT PROJECTS - BELTWAY 8	(5,000,000)	0	(5,000,000)	
HCTRA LAND PURCHASE	0	ō	0	
INTEREST		J	•	
EARNINGS	0	(181)	181	
EXPENSE - HARRIS COUNTY	ŏ	257,997	(257,997)	
TOTAL CONTINGENCY	(3,902,129)	1,356,400	(5,258,529)	
TOTAL BUDGET	58,069,691	27,952,828	30,416,863	52.38%
	58.050.726		30.414.863	
BOND ISSUE COST - \$404,300 FIRST SOUTHWEST COMPANY	94.700	94.700	0	FINAL

BOND ISSUE COST - \$404,300			·	· <u>-</u> -
FIRST SOUTHWEST COMPANY	94,700	94,700	0	FINAL
VINSON & ELKINS	113,444	113,444	0	FINAL
OTHER BOND ISSUE COST	196,156	100,106	96,050	FINAL
CLOSING FEES - \$250,500				
MBIA INSURANCE	241,000	241,000	. 0	FINAL
WELLS FARGO BANK - FEES	9,500	9,500	0	FINAL

LAND PURCHASES APPROVED NOT YET PAID	\$77,446
LAND ACQUISITION PAID & UNPAID OF INCLUDES HARRIS COUNTY PORTION	\$2,795,120 \$806,599
LAND COST NET OF HARRIS COUNTY	\$1,988,521

PML: REPORT PREPARED 23-Feb-04

#### FORT BEND PARKWAY SECTION A FEBRUARY 25, 2004

FEBRUAR	f 25, 2004			
	REVISED BUDGET [C]	COST TO DATE FEB 25, 2904 [D]	UNDER (OVE DOLLARS REMAINING [C] - [D] = [E]	R) EXPENDED % DOLLARS REMAINING [E]/[C] =
-	[-]	<del>-</del>	1-4	
IV. UPDATE TRAFFIC & REVENUE STUDY	a			
W SMITH ASSOC-Traffic & Revenue Study	9,500	9,500	0	FINAL
W SMITH ASSOC-Update Investment Grade Study	151,391	151,391	0	FINAL
MISSOURI CITY - Economic/Land Use Study	5,000	5,000	0	FINAL.
TOTAL UPDATE TRAFFIC & REVENUE STUDY	165,891	165,891	0	0.00%
V. CONSTRUCTION PHASE				
TCAB - GEC-CONSTRUCTION PHASE SERVICES	1,472,318	551,872	920,446 ]	
TC&B - CONSTRUCTION PHASE EXPENSES	138,800	33,499	105,301	= 63.67%
CONTINGENCY - GEC CONSTRUCTION PHASE	100,000	0	100,000	100.00%
TROY CONST - Utility Relocation [5 Pipelines]	1,097,018	829,217	267,801 ]	
UTILITY RELOCATION-KINDER MORGAN	0	0	oj	
UTILITY RELOCATION - CENTERPOINT ELECTRIC	157,000	350	156,650 ]	
UTILITY RELOCATION - CENTERPOINT GAS	70,814	0	70,814	
UTILITY RELOCATION - CENTERPOINT DISTRIBUTION	45,000	0	45,000 ]	
UTILITY RELOCATION - CENTERPOINT ELECTRIC [OPTIC]	15,700	0	15,700	
UTILITY RELOCATION - CENTANT INTRASTATE	0	0	0 }	
UTILITY RELOCATION - EL PASO FIELD SERVICES	80,924	80,924	0 }	
UTILITY RELOCATION - SBC	700,141	0	700,141	
UTILITY RELOCATION - VALERO LOGISTICS [Highway 6]	213,000	213,000	0 )	
CONTINGENCY - UTILITY RELOCATION	74,303	0	74,303	= 54.22%
MATERIALS TESTING - HVJ ASSOCIATES [MANAGER]	184.940	68,913	116,027	
MATERIALS TESTING - GEOTECH ENGINEERING & TESTIN	169,329	37,734	131,595	
MATERIALS TESTING - GEOTEST ENGINEERING, INC.	170,567	16,791	153,776	
MATERIALS TESTING - TOLUNAY-WONG ENGINEERS, INC.	181,995	40,742	141,253	
CONCRETE MIX DESIGN - C3S, INC. [E COLEMAN]	10,000	0	10,000 J	
WALKERSON DECORAL	9,262,193	2,841,231	6,420,962 ]	
W.W.WEBBER-SECTION 1 W.W.WEBBER-SECTION 2 and 3	10,871,793	5,444,756	5,427,037	
W.W.WEBBER-SECTION 4 and 5A	9,325,987	3,893,342	5,432,645	
CHANGE ORDER #2-TRAMMEL FRESING BRIDGE	459,599	0	459,599	
REMBURSEMENT BY MISSOURI CITY/FT.BEND COUNTY	(459,599)	0	(459,599)	
CONTINGENCY - SECTION 1	590,000	0	590,000	
CONTINGENCY - SECTIONS 2 and 3	300,000	0	300,000 1	
CONTINGENCY - SECTIONS 4 and 5A	600,000	0	600,000 ]	= 60.65%
ILLUMINATION - KENMOR	648,892	0	645,892	100.00%
SIGNING, PAVEMENT, MARKING, & SIGNALS - KENMOR	1,419,483	0	1,419,483	100.00%
CONDUIT FOR COMMUNICATIONS-MENON	36,900	33,282	3,618	9.80%
TOLL PLAZA - SPA GLASS	2,154,637	0	2,154,637	100.00%
WILLOW GRIFFIN DRIVE - ESTIMATE	306,042	0	306,042	100.00%
TOLL COLLECTIONS & INCIDENT MGT. EQUIP ESTIMATE	972,315	0	972,315	100.00%
HILLCROFT REPAIRS - ESTIMATE	500,000	0	500,000	100.00%
CONTINGENCY - ILLUMINATION	320,425	0	320,425	100.00%
CONTINGENCY - SIGNING etc.	427,423	0	427,423	100.00%
CONTINGENCY - TOLL COLLECTION	<b>369,3</b> 10	0	369,310	100.00%
LANDSCAPING - ESTIMATE	460,000	°	460,000	100.00%
CONSTRUCTION MANAGEMENT-M STONE	40,000	38,273	1,727	4.32%
<b>BELTWAY 8 CONNECTION - ESTIMATE</b>	4,500,000	0	4,500,000	100.00%
TOTAL CONSTRUCTION	47,987,249	14,123,926	33,863,323	79.57%
		1		

PML:REPORT PREPARED 23-Feb-04

#### FORT BEND COUNTY TOLL ROAD AUTHORITY BUDGET - APPROVED BY COMMISSIONERS COURT JUNE, 2003 FORT BEND PARKWAY SECTION A FEBRUARY 25, 2004

FEDRUAR	11 20, 2004	<del>,</del>	1	
	REVISED BUDGET	COST TO DATE	UNDER (OVER DOLLARS REMAINING	% DOLLARS REMAINING
	ୂପ	FEB 25, 2064 [D]	[C] - [D] = [E]	[ENC] =
I. GEC & PRELIMINARY ENGINEERING	0			
TC&B - GEC PRELIMINARY ENGINEERING SERVICES	455,433	451,55 <del>9</del>	3,874 }	
TC&B - GEC FINAL DESIGN SERVICES	1,821,463	1,781,996	39,467	
TCAB - PRELIMINARY DIRECT EXPENSES	29,519	26,360	3,159	
TC&B - FINAL DIRECT EXPENSES	44,479	44,479	0,:55 j =( 0	1.98%
TOUB - FRANCISTED FOR ENOUGH	0	44,413	J ,-	1.3076
LJA - R-O-W SURVEY & MAPPING	109,000	109,985	(985)	
LJA - AERIAL MAPPING	53,000	52,935	- 65	
LJA - MAPPING	3,500	3,500	0	FINAL
LJA - MISC. SURVEYING SERVICES	47,833	51,852	(4,019)	11104
LJA - SECTION 404 SURVEYS	10,000	10,000	0	FINAL
TEJAS SURVEYING - TOPO and METES & BOUNDS	17,000	17,525	(525)	
LJA - DRAINAGE STUDY	165,136	158,240	6,896	4.18%
	o		•	
BOA - ENVIRONMENTAL UPDATE	0	O	0 ]	
BOA - PHASE I ESA	20,750	20,750	o j	
BOA - PHASE II ESA	69,144	69,144	0 ]	
BOA - SECTION 404 COMPLIANCE	43,772	43,772	o j	
BOA - UPDATE 1992 ENVIRONMENTAL ASSESSMENT	40,000	35,000	5,000 ]	
BOA - MITIGATION PLAN	8,500	8,000	500 }	
BOA - REPORT ON ABANDONED WELLS/MATERIALS	16,500	14,650	1,850 }=	3.70%
	0			
KATY-CYPRESS WETLAND MITIGATION-5.87 ac	105,660	105,660	C	FINAL
TOTAL GEC & PRELIMINARY ENGINEERING	3,060,689	3,005,407	55,282	1.81%
	o			
II. FINAL DESIGN ENGINEERING	o l	o i	o	
SECTION 1 - KELLOGG BROWN & ROOT	876,899	835,258	41,641	4.75%
SECTION 2 - PATE ENGINEERS, INC.	834,614	812,125	22,489	2.69%
SECTION 3 - HUITT-ZOLLARS, INC.	367,228	361,928	5,300	1.44%
SECTION 4 - DANNENBAUM ENGINEERING CORP.	558,733	558,733	0	FINAL
SECTION 5 - CARTER & BURGESS, INC.	1,333,271	1,274,157	59,114	4.43%
REIMBURSEMENT BY MISSOURI CITY/FT.BEND COUNTY	(41,383)	(41,383)	0	FINAL
ILLUMINATION - TEDSI	98.371	98,371	0	FINAL
SIGNING, PAVEMENT, MARKING, & SIGNALS - TEI	198,270	194,070	4,200	2.12%
TOLL COLLECTIONS & INCIDENT MGT ETC	294,500	0	294,500	100,00%
BRIDGE AESTHETIC DESIGN - FIELDS	24,420	24,420	0	FINAL
ARCHITECTURAL DESIGN-TOLL PLAZAS - STOA, INC.	119,350	114,115	5,235	4.39%
,	·	, i		
LANDSCAPE ARCHITECT - KNUDSON & ASSOCIATES	64,500	30,133	34,367	53.28%
PTI-DESIGN GRIFFIN WILLOW DRIVE	40,850	40,033	817	2.00%
CONTINGENCY - FINAL DESIGN	(41,581)	0	(41,581)	100.00%
TOTAL FINAL DESIGN ENGINEERING	4,728,042	4,301,960	426,082	9.01%
IN. RIGHT-OF-WAY ACQUISITION	C			
LAND ACQUISITION - PAID	3,338,620	2.717.674	820,946	18.80%
LAND ACQUISITION - HARRIS COUNTY	806.000	806.599	(599)	-0.07%
REMBURSEMENT BY HARRIS COUNTY TRA	(806,000)	0	(806,000)	100.00%
LEGAL FEES	800,000	512,282	287,718	35,96%
TITLE INSURANCE and CLOSING COSTS	92,000	8,153	83,847	91.14%
APPRAISALS	81,000	80,800	200	0.25%
ENVIRONMENTAL	O	0	0	
PETROLEUM CONSULTANT-RYDER SCOTT CO.	15,000	10,248	4,752	31.68%
LAND OWNERSHIP RESEARCH-BYRD LAND SERVICES	7,904	7,904	0	FINAL
FOX & BUBELA - Appraisal of additional ROW at SH6	0	0	Ö	
CONTINGENCY - RIGHT-OF-WAY	249,085	0	249,085	100.00%
TOTAL RIGHT-OF-WAY ACQUISITION	4,583,609	4,143,660	439,949	9.60%
	i i	-1-		

PMLREPORY PREPARED 23-Feb-04

KATY-CYPRESS WETLANDS MITIGATION BANK

Wetlands Mitigation - 5.87 Acres

FINAL - \$105,660

Approved FBCTRA \$105,660 Apr 16,2003

MISSOURI CITY

Economic development study of Missouri City for site assessment of the section that is located in the City

FINAL - \$5,000

Approved FBCTRA

**FINAL** 

Nov 20, 2002

WILBUR SMITH ASSOCIATES

[1] Traffic and Revenue Study

FINAL - \$9.500

Approved FBCTRA Nov 28, 2001

[2] Update Investment Grade Study

FINAL - \$151,391

May 15,2002

VINSON & ELKINS, LLP

General Legal Counsel

April 2001

Bond & Disclosure Counsel **SERIES - FINAL - \$113,444** 

Feb 19, 2003 Approved FBCTRA

SERIES 2003 - FINAL - \$431.273

Approved FBCTRA Feb 19,2003

UNDERWRITERS

Goldman, Sachs, & Co. [Lead] UBS PaineWebber Inc. RBC Dain Rauscher Inc. Loop Capital Markets, LLC

#### Ft. Bend Co. to reimburse Harris Co.

Procurement & installation of the toll collections system equipment & software [approx. \$2.6 million] Ft. Bend Co. to reimburse Harris Co.

Toll Operations and Maintenance and Toll Collection System [cost-various] Harris Co. will operate & maintain Ft. Bend Co.'s section

#### MISSOURI CITY and FORT BEND COUNTY

Approved FBCTRA June 2003

"...Four-lane grad-separated road crossing for Trammel-Fresno Road over the Parkway..." Section A resulting in an additional two lanes. "Costs for the change order will be shared by the City and the County as follows:..."

City of Missouri City - for the first \$800,000 Fort Bend County - for the next \$500,000

City of Missouri City - for the remaining not to exceed \$1,300,000

**COSTS TO DATE** 

CARTER & BURGESS - Redesign of bridge W.W. WEBBER - C/O #2 - \$459,559.05

\$41,382.80 - PAID BY AUTHORITY & REIMBURSED BY MO.CITY

PML:REPORT PREPARED 23-Feb-04

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#### FORT BEND COUNTY TOLL ROAD AUTHORITY **CONTRACTS AWARDED FEBRUARY 25, 2004**

VENDOR/DESCRIPTION

HOURS

**AMOUNT** 

NOTICE TO PROCEED

**CONTRACTS COMPLETED** 

BYRD LAND SERVICES, INC. Research mineral estate ownership FINAL - \$7,904

Approved FBCTRA

July 3,2002

DANNENBAUM ENGINEERING CORPORATION

Section 4 - Final Design Engineering

Lump Sum

\$548,279 FEB 13, 2002

Location change of toll ramp plazas FINAL - \$668,733.00

10.454 C/O May 21,03

FIELDS ENGINEERING CONSULTANTS, INC. [FIELDS] AGUIRRE & FILEDS LP [name change August 2002]

FINAL - \$24.420

Engineering - Bridge Aesthetic Design

Apr 23, 2002

SECTIONS 4 and 5A

Trammel Freson Bridge [Missouri City reimb.]

Notice to proceed Jun 9, 2003

\$9,857,934.54 May 6,2003

459,559.05 C/O Sep 17,03

\$10.317,493.59

**GENERAL CONSULTING** 

ALLEN BOONE HUMPHRIES, LLP

General Legal Counsel **Bond & Disclosure Counsel**  Hourty

Approved FBCTRA

July 16, 2003 July 16, 2003

FIRST SOUTHWEST COMPANY

Financial Advisor

SERIES 2003 - FINAL - \$144,700

April 2001

**FULBIRGHT & JAWORSK! LLP** 

Underwirtier Counsel

% of Bonds Sold

Approved FBCTRA

Feb 19,2003

PAMELA M. LOGSDON, CPA

Accounting

Hourly + expenses

FINAL - \$1,563.00

April 2001

MARION MONTGOMERY, INC.

**Ground Breaking Ceremony** 

Ground Breaking Ceremony-Additional cost

Public Relations-2002

2003 Newsletter & Press Releases

FINAL - \$25,000,00

Approved FBCTRA \$25,000 Nov 20, 2002

1,563 C/O Jun 18,03 25,000 Jan 16, 2002

7.250

Mar 19,2003 \$58,813

TREES FOR HOUSTON

Tree Planting

10% of funds collected

Approved FBCTRA

Jan 15, 2003

VINSON & ELKINS, LLP

Condemnation

Hourty

July 16, 2003

WJ INTEREST, LLC

General Consulting

Monthly + per hour after 60 hours per quarter

July 1999

Office Space and Administrative Support

Monthly

**April 2001** 

PML:REPORT PREPARED 23-Feb-04

#### FORT BEND COUNTY TOLL ROAD AUTHORITY **CONTRACTS AWARDED FEBRUARY 25, 2004**

NOTICE

VENDOR/DESCRIPTION

HOURS

**AMOUNT** 

TO PROCEED

FORT BEND COUNTY MOBILITY BONDS/OPERATIONS

FOX & BUBELA, INC.

Appraisal for additional right of way at SH6

Approved FBCTRA

\$2,800 May 21, 2003

**HARRIS COUNTY** 

"Beltway 8" Right-of-Way Acquisition

993,3082

Approved FBCTRA Aug.20,2003

Due from Harris County

Hillcroft/Beltway 8 entrance/exit ramps [Estimated at \$3,500,000]

Approved FBCTRA PTI, INC. \$40,850 July 3,2002 Design of Griffin Willow Drive Not to exceed RYDER SCOTT COMPANY Approved FBCTRA Petroleum Consultant Not to exceed \$30,000 July 3,2002 **SPA GLASS** Approved FBCTRA 2,154,637.00 Dec 17,2003 Construction of Toll Plaza Not to exceed SBC Utility Relocation Agreement-Not to Exceed \$700,140.90 Apr 16,2003 MICHAEL E. STONE dba PROFESSIONAL PROJECT MANAGEMENT SERVICES Hourly - \$135 plus out of pocket expenses Construction Management Approved FBCTRA July 16, 2003 STEWART'S APPRAISAL SERVICE Per Parcel/Per Hour Land Appraisal ROW **April 2001 STOA GOLEMON BOLULLO ARCHITECTS** Approved FBCTRA Architectural, civil & electrical design for Toll Plazas Lump Sum \$119,350 May 21,2003 Approved FBCTRA TEJAS SURVEYING, INC. Topo Surveying & Metes & Bounds-Drainage easement south of Hwy.6- Lump Sum-60 da \$14,000 July 17,2002 Property surveys at SH6 & Hurricane Lane 3,000 C/O May 21,03 \$17,000 TROY CONSTRUCTION LLP Approved FBCTRA Utility Relocation Negotiator and Construction for \$1,097,018 May 21,03 Houston Pipeline [\$289,492], Kinder Morgan [\$217,617], Phillips 66 [\$20,556], Duke Energy [\$352,103] and Seminloe [\$217,251] **TEDSI INFRASTRUCTURE GROUP** Approved FBCTRA Lump Sum-365 calendar days Engineering - Illumination \$82,526 March 20,2002 Change Order for revision to toil collection plan 15,845 C/O Feb 19,03 \$98.371 **TOLUNAY-WONG ENGINEERS,INC.** Approved FBCTRA Materials Testing Sctions 3 and 5A Not to Exceed \$181,995 Jan 15, 2003 TRAFFIC ENGINEERS, INC. ITEM Approved FBCTRA Engineering - Signing, Pavement Markings & Signals Lump Sum-365 calendar days \$194,070.00 March 20,2002 Toll Plaza Signs 4,200.00 C/O Oct.15.03 \$198,270,00 TURNER, COLLIE & BRADEN, INC. [TC&B] General Engineering Consultant (GEC) 40,205 \$3,862,012 25-Apr-01 100,000 C/O May 21,03 Additional preliminary & final design fees \$3,962,012

PML:REPORT PREPARED 23-Feb-04

#### FORT BEND COUNTY TOLL ROAD AUTHORITY **CONTRACTS AWARDED FEBRUARY 25, 2004**

NOTICE TO **VENDOR/DESCRIPTION** HOURS AMOUNT PROCEED

FORT BEND PARKWAY SECTION A

W.W. WEBBER, INC

SECTIONS 2 and 3

**VALERO LOGISTICS OPERATIONS, LP** 

Utility Relocation - PIPELINES

VALERO LOGISTICS OPERATIONS, LP

Utility Relocation of Pipeline at Highway 6

**SECTION 1** 

Notice to proceed Jun 9, 2003

Not to exceed

Not to exceed

Approved FBCTRA \$9,862,193.02 May 6,2003

Notice to proceed Jun 9, 2003

\$11,171,793.42 May 6,2003

Approved FBCTRA

Approved FBCTRA

\$213,000 Apr 16,2003

\$213,000 Apr 16,2003

FERRUARY 25 2004

			NOTICE
			TO
VENDOR/DESCRIPTION	HOURS	AMOUNT	PROCEED

**FORT BEND PARKWAY SECTION A** 

1 69	RUARY 25, 2004					
VENDOR/DESCRIPTION	Hours	AMOUNT	NOTICE TO PROCEED			
FORT BEND PARKWAY SECTION A						
DEBOOLSED ACCOCIATES BIG FDOAT						
BERG OLIVER ASSOCIATES, INC. [BOA] [1] Environmental Studies, Phase I, II & Section 404  Compliance [Wetlands delineation & permitting]  PROJECT # 3341ES01	Lump Sum, Contract identifies extras as needed	\$91,722 34,444 7,500	May 2001 C/O Oct 23,01 C/O Feb 19.02			
Mitigation Assessment/Report on Abandoned Wells/Mat		8,500	C/O Nov 20,02 C/O Nov 20,02			
[2] Environmental Assessment - Update 1992 study PROJECT # 3746ES02	Lump Sum	• •	proved FBCTRA March 20,2002			
C3S, INC. [EBOW COLEMAN] Aggregate & Concrete Mix Services	Not to exceed	Ap <sub>l</sub> \$10,000	proved FBCTRA Jan 21,2004			
CARTER & BURGESS, INC. Section 5 - Final Design Engineering	Lump Sum	\$789,419.01 285,994.00	Dec 12, 2001 C/O Apr 17,02			
Trammel-Fresno Rd. Overpass [Missour Addtl. analysis & design of retaining walls for	-	179,290.00 41,383.00				
CENTANA INTRASTATE PIPELINE, LLC Utility Relocation - Section	Not to exceed	Арј \$400,400	proved FBCTRA Jan 15, 2003			
CENTERPOINT ENERGY HOUSTON ELECTRIC LLC Utility Relocation - Sections 2 and 5 - ELECTRIC	Not to exceed		roved FBCTRA Nov 20, 2002			
CENTERPOINT ENERGY HOUSTON Utility Relocation - GAS	Not to exceed	Ар <b>;</b> \$70,814	roved FBCTRA Mar 19,2003			
CENTERPOINT ENERGY HOUSTON Utility Relocation - DISTRIBUTION LINES	Not to exceed	App \$45,000	roved FBCTRA May 6,2003			
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC Fiber Optic line adjustment south of McHard Road	Not to exceed	App \$15,700	roved FBCTRA Jan 21,2004			
EL PASO FIELD SERVICES Utility Relocation Agreement-Pipeline at SH6 [2]	Not to Exceed	\$76,708 <u>4.216</u> \$80,924	Apr 16,2003 C/O Jun 9,03			
ELECTRONIC TRANSACTION CONSULTANTS [ETC] Engineering - Toll Collection & Incident Camera	Lump Sum-400 calendar days	\$199,500	Apr 30, 2002 C/O Nov 19,03			
FOX & BUBELA, INC. Land Appraisal ROW	Per Parcel/Per Hour	Арр	roved FBCTRA April 2001			
GEOTECH ENGINEERING & TESTING	Not to Exceed	• •	roved FBCTRA Jan 15, 2003			
Materials Testing Sections 1 and 4	Not to Exceed	4100,020	Out 10, 4000			

PML:REPORT PREPARED 23-Feb-04

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
FEBRUARY 25, 2004

### **WESTPARK TOLL ROAD**

ENGINEERING & CONSTRUCTION	
	22 200 40
AGUIRRE & FIELDS, LP [Section 1]	23,206.22
ARCADIS G&M, INC. [Section 4]	9,113.07
BROWN & GAY ENGINEERS, INC. [GEC]	91,590.50
CHANG, PATEL & YERBY	20,517.40 3 & JAN 04 54.458.05
COBB, FENDLEY & ASSOCIATES, INC. DEC C FOX & BUBELA, INC.	3 & JAN 04 54,458.05
HALFF ASSOCIATES, INC. [Section 5]	9,186.32
HOUSTON PIP LINE COMPANY	182,598.00
HNTB [Section 3]	12,596.90
LOCKWOOD, ANDREWS & NEWNAM, INC. [Section 2]	14,789.88
PATE ENGINEERS, INC.	1,488.75
PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)	1, 100.10
M.E. STONE dba PROFESSIONAL PROJECT MANAGEMENT SI	ERVICES 4,590.00
STORK SOUTHWESTERN LABORATORIES, INC.	3,725.00
TERRA-MAR, INC.	
TURNER COLLIE & BRADEN [Section 6]	25,025.70
TOTAL ENGINEERING & CONSTRUCTION	452,885.79
OPERATING COSTS	
ALLEN BOONE HUMPHRIES, LLP	
GENERAL	3,599.30
ADDITIONAL SERVICES - CONSTRUCTION	2,747.46
RIGHT-OF-WAY	8,435.66
PAMELA M. LOGSDON, CPA	2,755.42
MARION, MONTGOMERGY, INC.	1,055.54
SOUTHERN NATIONAL BANK	21.77
VINSON & ELKINS, L.L.P RIGHT-OF-WAY	2
WJ INTEREST	
CONSULTING SERVICES	1,375.00
OFFICE SPACE & ADMINISTRATIVE SUPPORT	266.60
TOTAL OPERATING COSTS	20,256.75
TOTALS	473,142.54

## FORT BEND COUNTY TOLL ROAD AUTHORITY PRE-BOND SALE BUDGET - APPROVED BY COMMISSIONERS COURT APRIL 2001 WESTPARK TOLL ROAD EXTENSION FEBRUARY 25, 2004

	·				
		REVISED	COST TO	UNDER	
		BUDGET	DATE	(OVÉR) EXPENDED	
		50002.	FEB 25, 2004	[C] - [D] =	
		<u>[C]</u>	101	ΪĘ	_
i.	GEC & PRELIMINARY ENGINEERING				•
	W SMITH - Investment Grade Traffic Study TC&B - Investment Grade Eng. Study	331,228 420,449	331,228 420,449	0	FINAL
	BROWN & GAY - GEC	420,445	420,449	U	FINAL.
	Project Start-Up	625,316	644,826	(19,510)	1
	Engineering	1,967,256	1,768,976	196,280	
	Expenses	140,275	52,272	88,003	
	TOTAL GEC & PRELIMINARY ENGINEERING	3,484,524	3,217,761	206,773	7.66%
				<u>, , , , , , , , , , , , , , , , , , , </u>	
IL F	Final Design Engineering	•			-
	SECTION 1 - AGUIRRE & FIELDS, LP	683,696	681,469	2,227	
	SECTION 2 - LOCKWOOD, ANDREWS & NEWNAM, INC. SECTION 3 - HNTB	488,825 449,372	488,825 444,092	0 5,280	
	SECTION 4 - ARCADIS	480,689	480.690	(1)	
	SECTION 5 - HALFF ASSOCIATES	468,501	466,481	2,020	
	SECTION 6 - TC&B	582,998	581,111	1,887	
	SH99 CONNECT - CHIANG, PATEL & YERBY	501,469	498, 196	3,273	
	DRAINAGE ANALYSIS-PATE ENGINEERS GEOTECHNICAL - STORK SW LABS (MANAGER)	5,955	4,466	1,489	
	GEOTECHNICAL - PSI	84,993 89,617	83,954 69,609	1,039 8	
	GEOTECHNICAL - TERRA MAR	70,591	70,591	ō	
	TOLL FACILITIES	209,237	0	209,237	
	MCI, Toll Road & METRO Conduit - Cobb, Fendley	90,763	54,458	36,305	
	TOTAL FINAL DESIGN ENGINEERING	4,189,708	3,923,942	262,764	6.28%
f3L	BLOVET OF WAY ACCUMENTAL				
IH.	RIGHT-OF-WAY ACQUISITION LEGAL FEES	60,000	119.768	(59,768)	
	APPRAISALS	50,000	5,850	44,150	
	ENVIRONMENTAL - PHASE II STUDY	30,000	0	30,000	
	SURVEYING	4,800	4,800	٥	
	TITLE WORK - STEWART TITLE	0	0	0	
	MISC	105,200	0	105,200	
	LAND AQUISITION DETENTION POND ISTE	1,000,000	0	1,000,000	
	RIGHT-OF-WAY ACQUISITION	ő	1,043,876	(1,043,676)	_
	COUNTY MOBILITY BOND PROCEEDS	ŏ	(1,043,676)	1,043,676	
	TOTAL RIGHT-OF-WAY ACQUISITION	1,260,000	130,418	1,119,582	89.57%
	ONSTRUCTION				
<b>v</b> . C	GEC - Brown & Gay	1,912,840	0	1,912,840	
	PIPELINE RELOCATION - Houston Pipe Line Company	84,257	ŏ	84,257	
	PIPELINE RELOCATION - KINDER MORGAN	97,080	0	97,080	
	PIPELINE RELOCATION - Houston Pipe Line Company	182,595	182,598	0	
	PIPELINE RELOCATION	3,036,065	0	3,038,065	
	CONSTRUCTION MANAGEMENT-M STONE		4,995	(4,995)	
	TOTAL CONSTRUCTION	6,312,840	197,693	5,125,247	96.47%
VIL	OPERATING COSTS	1			
•	CONSULTING-WJ INTEREST	50,000	39,424	10,576	
	LEGAL [General] - ABH & V&E	50,000	25,068	24,932	
	ACCOUNTING-PAMELA M.LOGSDON	12,000	18,670	(6,670)	
	PUBLIC RELATIONS - MARION MONTGOMERY, INC. GROUND BREAKING CEREMONY-M MONTGOMERY, INC.	12,250	7,133	5,117	
	MISCVARIOUS	25,000 { 90,750	1,195	25,000 89,555	
	TOTAL RIGHT-OF-WAY ACQUISITION	240,000	91,490	148,510	<u> 51.88%</u>
VE.	CONTINGENCIES GENERAL - ABH & V&E	(3,058,402)	17,040	(3,058,402)	
	CONSTRUCTION - ABH & V&E	25,000	15,096	(40) 9,904	
	FIRST SOUTHWEST COMPANY	50,000	50,000	3,504	
	MISC.	1,000	34	966	
	TOTAL CONTINGENCIES	(2,965,402)	82,170	(3,047,572)	
	TOTALS - PRE-BOND SALE BUDGET	11,502,662	7,033,364	3,875,304	33.57%
	•	11.508.000		3,875,304	
COST	PRIOR TO APRIL 2001	ALAMA TIME		4.14.40	
	W SMITH - Extension [1999]	_	11,600		FINAL
	TOTAL EXPENDED - WESTPARK		7,644,864		

VENDOR/DESCRIPTION	Hours	AMOUNT	TO PROCEED
WESTP	ARK TOLL ROAD EXTENSION		
MARION MONTGOMERY, INC.		Ap	proved FBCTRA
2003 Newsletter & Press Releases		\$12,250	Mar 19,2003
Ground Breaking Ceremony		25,000	Mar 19,2003
-		\$37.250	,
STEWART'S APPRAISAL SERVICE		<u></u>	
Land Appraisal ROW	Per Parcel-METRO	\$2,500	JULY 18, 2001
	Per Parcel-Adjoining Property	\$900-\$1,000	
STEWART TITLE COMPANY		Ap	proved FBCTRA
Title work			March 20,2002
UNDERWRITERS		Ap	proved FBCTRA
Goldman, Şachs, & Co. [Lead]		•	Oct 15.03
UBS PaineWebber Inc.			
RBC Dain Rauscher Inc.			
Loop Capital Markets, LLC			

NOTICE

NOTICE TO VENDOR/DESCRIPTION HOURS AMOUNT PROCEED

WESTPARK TOLL ROAD EXTENSION

PATE ENGINEERS, INC.

Drainage Analysis-Remove 42" storm sewer & pump

station in Big Oaks MUD

C/O #2 Section A contract

Direct connectors at SH99

\$5,955.03 C/O Oct 15,03

PSI, INC.

**TERRA MAR** 

Geotechnical

Geotechnical

Not to Exceed

Approved FBCTRA

Approved FBCTRA

-\$51,084 Jan 15, 2003 18,533 C/O May21,03

\$69.617

MICHAEL E. STONE dog PROFESSIONAL PROJECT MANAGEMENT SERVICES

Construction Management

Hourly - \$135 plus out of pocket expenses

Approved FBCTRA

Nov 19, 2003

WILBUR SMITH ASSOCIATES

Extension [1999]

FINAL - \$11,500

Investment-Grade, Traffic & Revenue Study

FINAL - \$331,228,00

April 2001

STORK SOUTHWESTERN LABORATORIES, INC.

Geotechnical - Manager

Approved FBCTRA \$56,312.50 Dec 18,2002 24,955.00 C/O Jun 9,03 3,725.00 C/O Dec 17,03

Detention Pond

\$84,992,50

Not to Exceed Addtl work & connect at \$H99

Approved FBCTRA \$44,970 Jan 15, 2003 25,621 C/O May21,03

\$70,591

TEXAS DEPARTMENT OF TRANSPORTATION

Advance Funding Agreement for FM 1464 and SH 99

interchanges with WestPark Toll Road

Approved FBCTRA

Jan 21,2004

TURNER, COLLIE & BRADEN, INC.

[1] Investment Grade Feasibility Study

FINAL - \$420,449

\$420,449

April 2001

[2] Section 6 - Final Design Engineering

Raising Mainlane Profile

Not to Exceed

Approved FBCTRA \$559,015.00 Jan 15, 2003

23,963,00 C/O Jul 16,03

\$582,998,00

VENDOR/DESCRIPTION HOURS		AMOUNT	NOTICE TO PROCEED
WESTPARK TOL	L ROAD EXTENSION		
AGUIRRE & FIELDS, LP	ETOAD EXTENSION	Ar	proved FBCTRA
Section 1 - Final Design Engineering		\$585,234.40	Dec 18,2002
Additional TxDOT requirements	•	69,066.40	C/O Jun 18,03
Raising Mainlane Profile	•	29,396,02 \$683,696,82	C/O Jul 16,03
ARCADIS G & M, INC.		- Ap	proved FBCTRA
Section 4 - Final Design Engineering	Not to Exceed	\$448,698.63	Jan 15, 2003
Raising Mainlane Profile		31,991.00 \$480,689.63	C/O Jul 16,03
BROWN & GAY ENGINEERS, INC.		Ap	proved FBCTRA
General Engineering Consultant (GEC)	T & E - 1,095 days	\$4,035,015,00	Oct 16,2002
Surveying METRO Rail Corridor	•	124,270.00	C/O Aug 20,03
Web Site Update		17,460.00	C/O Sep 17,03
TxDOT & Detention Pond		468,942.00 \$4,645,687.00	C/O Dec 17,03
CHIANG, PATEL AND YERBY		Ap	proved FBCTRA
Direct connectors at SH99		\$486,450.86	May 21,2003
TxDOT design changes & ramp realignment		<u>15,017.56</u> \$501.468.42	C/O Oct.15,03
COBB, FENDLEY & ASSOCIATES, INC.		Ap	proved FBCTRA
Design pf MCI, Toll Road & METRO Conduit	Lump Sum	\$90,763.42	Nov 19,2003
FOX & BUBELA, INC.		-	proved FBCTRA
Land Appraisal ROW	Per Hour-METRO Per Parcel-Adjoining Property	\$150 \$1,000-\$1,200	July 18, 2001
HALFF ASSOCIATES, INC.		Δn	proved FBCTRA
Section 5 - Final Design Engineering	Not to Exceed	\$441,374.00	Jan 15, 2003
Raising Mainlane Profile			C/O Jul 16,03
нитв		40	noward EDCTDA
Section 3 - Final Design Engineering		\$389,901.00	proved FBCTRA Dec 18,2002
Raising Maintane Profile			C/O Jul 16,03
Relocation of Wastbound Entrance Ramp west of Mason Rd			C/O Nov 19,03
HOUSTON PIPE LINE COMPANY LP		Api	Proved FBCTRA
Pipeline relocation [20.63%]	Not to Exceed	\$84,257	Jul 16,2003
Pipeline relocation/crossing [Compettion-Nov 1, 2003] McCrary 4" Line Relocation	Not to Exceed	Ар <sub> </sub> \$182, <del>59</del> 8	Proved FBCTRA Sep 17,2003
KINDER MORGAN SHIP CHANNEL PIPELINE, L.P. Pipeline relocation at FM 1093	Not to Exceed		proved FBCTRA AUG 20,2003
CONTROL STREET STREET		<b>»</b> – -	on and COATS
LOCKWOOD, ANDREWS & NEWNAM, INC.		Apt \$447,182.07	Dec 18,2002
Section 2 - Final Design Engineering Raising the mainlane shoulder line			C/O Aug 20,03
LIA ENGINEERING & SURVEYING, INC. [LJA] Metes & Bounds [02-329]	FRIAL - \$4,800	Арг	Proved FBCTRA May 15,2002

## FORT BEND COUNTY TOLL ROAD AUTHORITY INTEREST DUE FORT BEND COUNTY FEBRUARY 25, 2004

		CMT RATE		BALAN	CE DUE FT. BEND	COUNTY
	#OF	1st of	MONTHLY	TOTAL.	TxDOT	WESTPARK
DATE	DAYS	Month [1]	INTEREST		\$5,000,000	\$1,930,000
May-03		1.1800%				
10-Jun-03	Payment by Fo	rt Bend County		\$5,000,000.00	\$5,000,000.00	\$0.00
30-Jun-03	21	1.1800%	3,394.52	5,003,394.52	5,003,394.52	0,00
31-Jul-03	31	1.0100%	4,291.95	5,007,686.47	5,007,686.47	0.00
31-Aug-03	31	1.1200%	4,763.48	5,012,449.95	5,012,449.95	0.00
30-Sep-03	30	1.3100%	5,687.71	5,918,428.40	5,018,137.66	900,290.74
31-Oct-03	31	1.2400%	6,299.70	6,415,742.94	5,024,437.36	1,391,305.58
30-Nov-03	30	1.2500%	6,612.15	6,967,893.06	5,031,049.51	1,936,843.55
31-Dec-03	31	1.3400%	7,661.12	6,975,554.18	5,038,710.63	1,936,843.55
31-Jan-04	31	1.3100%	7,758.62	6,983,312.80	5,046,469.25	1,936,843.55
29-Feb-04		1.2400%				
31-Mar-04						
31-May-04						
30-Jun-04						
	236	1.4374%	\$46,469.25			
INVESTMENT INTEREST I JAN. 31,2004	EARNINGS [page	e 19] AS OF	N/A			
NET COST OF LOAN,		FEB 25, 2004	46,469,25			
CUMULATIVE NET EFFEC	TIVE INTEREST	RATE	1.0371%	[2]		

<sup>[1]</sup> 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..."

<sup>[2]</sup> CUMULATIVE NET EFFECTIVE INTEREST RATE calculation does not include compound interest. Rate based on original loan value.

#### FORT BEND COUNTY TOLL ROAD AUTHORITY

#### **CASH RECONCILIATION**

#### **FEBRUARY 25, 2004**

			PARKWAY SECTION A	WESTPARK	TOTAL.
PAYMENTS FROM HCTRA LOAN & SER	ES 2003 BONDS	FEB 25, 2004	(25,556,600.21)	(6,901,513.66)	(32,458,113,87)
HCTRA LOAN PROCEEDS, MAY 28, 2002	2		10,000,000.00	5,000,000.00	15,000,000.00
Repay loan to Ft.Bend County	MAY 2002		(1,458,266.53)	(741,733.47)	(2,200,000.00)
Repay loan to Ft Bend County	OCTOBER 2002		(738,067.95)	(66,932.05)	(805,000,00)
Belance remaining on Ft.Bend County \$2.2	million General Fund Loan,	May 31, 2002	,	65,594.93	65,594.93
Repay loan to Harris County	JUNE 11, 2003		(10,000,000.00)		(10,000,000.00)
SERIES 2003 BOND PROCEEDS	CONSTRUCTION COST		58,028,351.09		58,028,351.09
	BOND ISSUE COST		404,300.00		404,300.00
BOND ISSUE COST PAID	27-Jun-03		(208,143.81)		(208,143.81)
TRANSFERS TO FT. BEND COUNTY's G	ENERAL FUND linterest on	investments)	(3,167.98)		(3,167.98)
TOTAL CONTRACTOR	31-Oct-03		0.89		0.89
UNLOCATED DIFFERENCE	MAY 31, 2002		(279.68)		(279.68)
Interest Earnings-Prior to Bond Sale thru	31-May-03	[3]	139,571.42		139,571.42
INVESTMENT INTEREST EARNINGS,	JAN, 31,2004	[4]	370,386.50	0.00	370,386.50
FORT BEND COUNTY LOAN DRAWS FO	OR WESTPARK	[1]			
Invoices approved Aug.20,03, transfer	17-Sep-03		479.39	500,000.00	500,479,39
Invoices approved Sep.17,03, transfer				400,000.00	400,000.00
Invoices approved Oct. 15,03, transfer	27-Oct-03			490,000.00	490,000.00
Invoices approved Nov.19,03, transfer	28-Nov-03			300,000.00	300,000.00
Invoices approved Dec.17,03, transfer	24-Dec-03			240,000.00	240,000.00
Invoices approved Jan.21,04, transfer	· · · · · · · · · · · · · · · · · · ·			245,000.00	245,000,00
Invoices approved Feb.25,04, transfer				470,000.00	470,000.00
	AMOUNT TO BALANCE		1.44		1.44
PROJECTED CASH BALANCE,	FEB 25, 2004	\$30,978,980,32	30,978,564.57	415.75	30,978,980.32
				[1]	[See page 19]

30.978.980.32

\$0.00

PML:REPORT PREPARED 23-Feb-04

<sup>[1]</sup> DRAW AGAINST FORT BEND COUNTY LOAN REQUESTED FOR PAYMENT OF WESTPARK INVOICES

<sup>[3]</sup> Interest earned since receipt of HCTRA funds on May 28, 2002. Provided by Ft Bend County.

<sup>[4]</sup> Interest earned since receipt of Series 2003 bond proceeds on June 5, 2003. Provided by Pt 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]

JAN. 31,2004

	MBIA	LOGIC	SNB	<u>TOTAL</u>
JAN. 31,2004	INVESTMENT B			
	10.006.594.91	645.324.57	23.685,531.09	\$34,337,450.57
	29,14%	1.88%	68.98 <del>%</del>	-
JAN. 31,2004	INVESTMENT F	RATES		
	1.050%	<u>1.0086%</u>	<u>1.240%</u>	<u>1.180%</u>
INVESTMENT IN	TEREST EARNIN	GS		
30-Jun-03	0.60	741.76	22,659.09	[1]
31-Jul-03	0.62	575.55	53,904.48	[1]
31-Aug-03	0.62	547.98	56,246.70	
30-Sep-03	0.60	530.37	21,865.43	[1]
31-Oct-03	0.62	546,97	62,797.24	[1]
30-Nov-03	0.60	536.28	113,287.53	[1]
31-Dec-03	5,950.52	566, 13	13,953.76	[1]
31-Jan-04	8,944.71	551,29	6,177.05	
28-Feb-04		·		
31-Mar-04				
30-Apr-04				[2]
TOTALS	14,898.89	4,596.33	350,891.28	\$370,386.50
CASH RECONCI	LIATION	JAN. 31,2004	through	FEB 25, 2004
JAN. 31,2004	INVESTMENT BA	ALANCES		\$33,947,174.86
LOAN DRAW FO		JAN 2004 INVOI	CES	245,000.00
<u></u>		FEB 2004 INVOI		470,000.00
BILLS APPROVE	D NOT YET PAID	THRU I	FEB 25, 2004	(3,683,194.54)
PROJECTED LO	AN BALANCE,	FEB 25, 2004		\$30,978,980.32
• •	ded accrued intere lational Bank of	est earned on 6 C \$69,782,91	Ds totaling through	<u>\$18.055.509.61</u> JAN. 31,2004
[2] Excludes inter	rest earning prior to	o bond sale of —	>	<u>\$139,571,42</u>

Fax: 281-341-8615

AGENDA ITEM

15A

### FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED:

02/25/04

DEPT. SUBMITTED BY:

HUMAN RESOURCES DEPT.

DEPT. PHONE NUMBER:

281.341.8631

**COURT AGENDA DATE:** 

03/02/04

AGENDA ITEM #:

SUMMARY OF ITEM: Request placement on Consent Agenda

Approve Salary Assignment for Position 027-0002, Sheriff's Office, at a Grade 12, Step 5, Law Enforcement policy group (\$1,881.90 biweekly) to be effective 02/28/04.

RENEWAL CONTRACT / AGREEMENT: Yes ()

No (X)

LIST SUPPORTING DOCUMENTS ATTACHED:

(Back-up documentation must be attached for consideration)

Fre 25

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No () N/A ()

One Time ()

Funding Source:

Recurring ()

Fund,

3.

Agcy. Object N/A

()

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

ÇÇ 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)

Purchasing Agent (281-341-8642) Yes ( )

Yes (X) County Clerk

(281-341-8697)

Yes (X) Comm. Pct. 4 (281-980-9077)

Instructions for submitting an Agenda Request:

Completely fill out agenda form. Incomplete forms will not be processed.

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

#### RECOMMENDATION / ACTION REQUESTED:

Approve Salary Assignment for Position 027-0002, Sheriff's Office, at a Grade 12, Step 5, Law Enforcement policy group (\$1,881.90 biweekly) to be affective 02/28/04.

Fax:281-341-8615

AGENDA ITEM

# FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED:

02/25/04

DEPT. SUBMITTED BY:

HUMAN RESOURCES DEPT.

DEPT, PHONE NUMBER:

281,341,8631

COURT AGENDA DATE:

03/02/04

AGENDA ITEM #:

SUMMARY OF ITEM: Request placement on Consent Agenda

Approve Salary Assignment for Position 027-0258, Sheriff's Office, at a Grade 7. Step 14. Law Enforcement policy group (\$1,186.35 biweekly) to be effective 02/28/04.

RENEWAL CONTRACT / AGREEMENT: Yes ( )

No (X)

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  $\langle \cdot \rangle$ 

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:

(281-341-3774) Yes (X) Auditor (281-344-3954) Yes (X) Budget Officer Yes (X) County Attorney

Yes (X) Comm. Pct. 1 (281-342-0587) Yes (X) Comm. Pct. 2 (281-403-8009)

(281-341-4557) Yes ( ) Purchasing Agent (281-341-8642) Yes (X) Comm. Pct. 3 (281-242-9060)

Yes (X) County Clerk

(281-341-8697)

Yes (X) Comm. Pct. 4 (281-980-9077)

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form. Incomplete forms will not be processed.

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

### RECOMMENDATION / ACTION REQUESTED:

Approve Salary Assignment for Position 027-0258, Sheriff's Office, at a Grade 7, Step 14, Law Enforcement policy group (\$1,186.35 biweekly) to be effective 02/28/04.

15B

AGENDA ITEM

# FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

150

DATE SUBMITTED:

02/25/04

DEPT. SUBMITTED BY:

HUMAN RESOURCES DEPT.

DEPT. PHONE NUMBER: 281.341.8631

COURT AGENDA DATE:

03/02/04

AGENDA ITEM #:

SUMMARY OF ITEM: Request placement on Consent Agenda

Approve Salary Assignment for Position 030-0102, Library, at a Grade 9, Step 4, Professional/Management policy group (\$1,236.55 biweekly).

RENEWAL CONTRACT / AGREEMENT: Yes ( )

No (X)

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

Object Agcy.

N/A

()

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

CC with back up:

Yes (X) Auditor Yes (X) Budget Officer (281-341-3774)

Yes (X) Comm. Pcl. 1 (281-342-0587)

Yes (X) County Attorney

(281-344-3954) (281-341-4557) Yes (X) Comm. Pct. 2 (281-403-8009) Yes (X) Comm. Pct. 3 (281-242-9060)

Yes ( ) Yes (X) County Clerk

Purchasing Agent (281-341-8642) (281-341-8697) Yes (X) Comm. Pct. 4 (281-980-9077)

Instructions for submitting an Agenda Request;

Completely fill out agends form. Incomplete forms will not be processed.

Fax or inter-office copies of agenda form with all back up information by Wednesday, 2:00 p.m. to the 2. departments listed above.

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

# RECOMMENDATION / ACTION REQUESTED:

Approve Salary Assignment for Position 030-0102, Library, at a Grade 9, Step 4. Professional/Management policy group (\$1,236.55 biweekly).

# **FORT BEND COUNTY** COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

150

DATE	SUBM	ITTED:
------	------	--------

02/25/04

DEPT. SUBMITTED BY:

**HUMAN RESOURCES DEPT.** 

DEPT. PHONE NUMBER:

COURT AGENDA DATE:

03/02/04

AGENDA ITEM #:

281.341.8631

SUMMARY OF ITEM: Request placement on Consent Agenda

Approve Salary Assignment for Position 030-0085, Library, at a Grade 12, Step 1. Professional/Management policy group (\$1,768.83 biweekly) to be effective 02/28/04.

RENEWAL CONTRACT / AGREEMENT: Yes ()

No (X)

LIST SUPPORTING DOCUMENTS ATTACHED:

(Back-up documentation must be attached for consideration)

Object

### FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS

COMMENTS:

Yes () No () N/A ()

One Time

Funding Source:

Agcy.

Recurring

N/A

Fund

()

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

# CC with back up:

141111 00011	up,				
Yes (X)	Auditor	(281-341-3774)	Yes (X)	Comm. Pct. 1	(281-342-0587)
Yes (X)	Budget Officer	(281-344-3954)	Yəş (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)			(281-980-9077)
		(281-341-8697)			•

# Instructions for submitting an Agenda Request:

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

# RECOMMENDATION / ACTION REQUESTED:

Approve Salary Assignment for Position 030-0085, Library, at a Grade 12, Step 1. Professional/Management policy group (\$1,768.83 blweekly) to be effective 02/28/04.

# FORT BEND COUNTY

AGENDA ITEM

# COMMISSIONERS COURT AGENDA REQUEST FORM

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

DATE SUBMITTED: 2/24/04

SUBMITTED BY: JP, Pct 1 - Pl 1

AGENDA

**COURT AGENDA DATE: 3/2/04** 

**DEPARTMENT:** PHONE NO.:

REVISED

16

SUMMARY OF ITEM: Approve payment of \$1500 in excess of the available amount on Purchase Order No. 00100001487 to

Harris County Treasurer for FY 03 autopsy, Cause No. 03-283

(Fund: 010-045-4010)

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  $(\vee)$ 

Fund Agency Object

N/A

0

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

CC with back up:

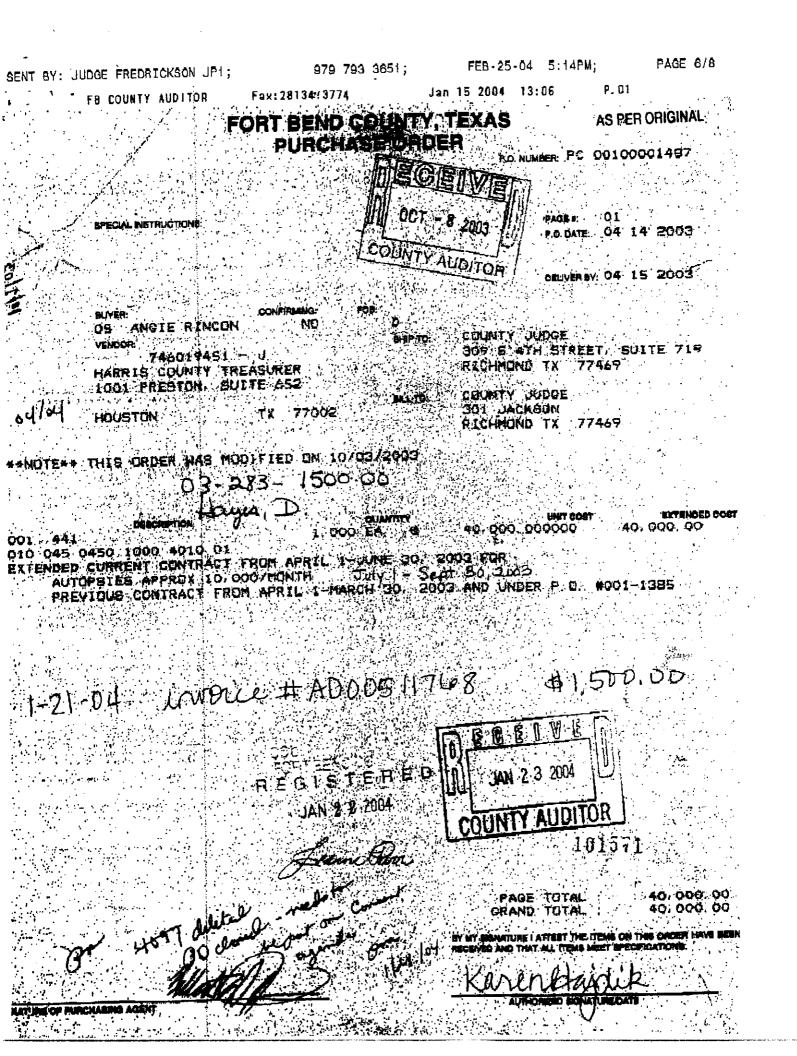
-F			
yes (✓ )Auditor	(281-341-3774)	yes (✓)Comm. Pct. 1	(281-342-0587)
yes ( ✓)Budget Officer	(281-344-3954)	yes ( ✓)Comm. Pct. 2	(281-403-8009)
yes ( ✓)County Attorney	(281-341-4557)	yes ( ✓)Comm. Pct. 3	(281-242-9060)
ves ( ✓)Purchasing Agent	(281-341-8642)	yes (✓)Comm. Pct. 4	(281-980-9077)

(281-341-8697) yes (✓)County Clerk

# Instructions for submitting an Agenda Request:

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

# RECOMMENDATION / ACTION REQUESTED:



# AS PER ORIGINAL

OMMY J. TOMPKINS
ARRIS COUNTY AUDITOR
DOI Preston, Suite 800
[ouston, Texas 77002
713) 755-1160



REMIT PAYMENT TO: HARRIS COUNTY TREASURER

> 1001 Preston, Room 652 Houston, Texas 77002

Invoice / Statement No.: AD00511768

INVOICE

Customer No.: 2000990081

FORT BEND COUNTY COUNTY JUDGE 309 S FOURTH ST RICHMOND, TX 77469

(Please detach and mail this top portion will

-	1,500.00
Amount Due:	1,300.00
Amount Paid:	

AND A PROPERTY OF	
01/09/04	2003-283

Judge Gary Fredrickson Autopsy date 8/8/2003 Date mailed 01/08/2004

IQ10-109 OC03-283

AMOUNT	
1,500.00	
TALL STATE OF THE	

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

# FORT BEND COUNTY

SUBMITTED BY: JUDGE FAYE DETTLING

AGENDA

# COMMISSIONERS COURT AGENDA REQUEST FORM

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

DATE SUBMITTED:

COURT AGENDA DATE: 3/2/2004	DEPARTMENT: JP #3 021 # PHONE NO.: 281-494-7169   7 A
SUMMARY OF ITEM: Approve payment by Invoto Harris County Treasurer for autopsy per (03-004). (Fund: 045-4010)	oice Transmittal in the amount of \$1,500 rformed in 2003, but not invoiced until 2004
RENEWAL CONTRACT/AGREEMENT: Yes ( )	) No (3)
LIST SUPPORTING DOCUMENTS ATTACHED:	
FINANCIAL SUMMARY:	
BUDGETED ITEM: ANNUALIZED DOLLA	RS: COMMENTS:
Yes () No (x) N/A () One Time (	)
Funding Source: Recurring ( Fund Agency Object N/A (	
Original Form Submitted with back up to County           CC with back up:         ( ) Auditor         (281-341-3774)           ( ) Budget Officer         (281-344-3954)           ( ) County Attorney         (281-341-4557)           ( ) Purchasing Agent         (281-341-8642)           ( ) County Clerk         (281-341-8697)	Judge's Office: ( ) ( ✓ when completed)  ( ) Comm. Pct. 1 (281-342-0587) ( ) Comm. Pct. 2 (281-403-8009) ( ) Comm. Pct. 3 (281-242-9060) ( ) Comm. Pct. 4 (281-980-9077)
<ol> <li>Completely fill out agenda form, incomplete forms w</li> <li>Fax or inter-office copies of agenda form with all bacthe departments listed above.</li> <li>All original back-up must be received in the County</li> </ol>	ck up information by Wednesday at 2:00 p.m. to
RECOMMENDATION	N / ACTION REQUESTED:

# County Auditor Form 1018, (Rev. 06/87)

# INVOICE TRANSMITTAL

01004504504010 HARRIS COUNTY TREASURER		
12 Digit Distribution Vendor Name		
7460-945IJ	1001 PRESTON, SUITE 652	
Vendor Number	Address	
Purchase Order Number(s)		
	HOUSTON	
	City	
	TX	
	State Zip Code Date	
List invoice Numbers		
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Commissioners Court Date:		
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	Authorized Department Approval	
Posted By:		
Checked By:	·	
Received:		
· -	Treasurer's Register Stamp and Number	
Paid:		
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BARBARA J. SCHOTT 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.: AD00513040

INVOICE

Customer No.: Z000990081

FORT BEND COUNTY COUNTY JUDGE 309 S FOURTH ST

(Please detach and mail this top portion with

Amount Due: RICHMOND, TX 77469

1,500.00

Amount Paid: \_\_\_\_

DATE	
02/03/04	2003-004 Judge Faye Dettling Autopsy date 01/01/2003 / Date mailed 01/22/2004

<b>N</b>	AMOUNT
	1,500.00
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	See
	·

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: 2/24/04

SUBMITTED BY: JP, Pet. 3

**AGENDA** 

COURT AGENDA DATE: 3/2/04

DEPARTMENT:

17B

PHONE NO.:

SUMMARY OF ITEM: Approve payment of \$1500 in excess of the available amount on Purchase Order No. 00100001487 to

Harris County Treasurer for FY 03 autopsy, Cause No. 03-140.

(Fund: 010-045-4010)

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

Fund Agency Object

 $(\vee)$ 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 ( $\checkmark$ )Purchasing Agent (281-341-8642)

yes (✓) Comm. Pct. 4

(281-980-9077)

yes (1) County Clerk

(281-341-8697)

# Instructions for submitting an Agenda Request:

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# RECOMMENDATION / ACTION REQUESTED:

gidge Bettling

# FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O. NUMBER: PC 00100001487

SPECIAL INSTRUCTIONS:

PAGE #:

01

P.O. DATE:

04 14 2003

DELIVER BY: 04 15 2003

BUYER:

CONFIRMING:

FOB:

05 ANGIE RINCON VENDOR:

SHIP TO:

COUNTY JUDGE

309 S 4TH STREET, SUITE 719

RICHMOND TX 77469

HARRIS COUNTY TREASURER 1001 PRESTON, SUITE 652

746019451 - J

BILL TO:

D

COUNTY JUDGE 301 JACKSON

RICHMOND TX 77469

DESCRIPTION

UNIT COST 30,000,000000

EXTENDED COST 30,000.00

001 010 045 0450 1000 4010 01

EXTENDED CURRENT CONTRACT FROM APRIL 1-JUNE 30, 2003 FOR

AUTOPSIES APPROX 10,000/MONTH

PREVIOUS CONTRACT FROM APRIL 1-MARCH 30, 2003 AND UNDER P. 0. #001-1385

1.000 EA

2003-140

441

\$1,500.W

PAGE TOTAL : GRAND TOTAL : 30,000.00 30,000.00

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

ATURE OF PURCHASING AGENT

BARBARA J. SCHOTT 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

myorce

Invoice / Statement No.: AD00513044

INVOICE

Customer No.: 2000990081

FORT BEND COUNTY COUNTY JUDGE 309 S FOURTH ST RICHMOND, TX 77469

Amount Due:

1,500.00

Amount Paid:

(Please detach and mail this top portion with payment)

DATE	DESCRIPTION	AMOUNT
02/03/04	2003-140 Judge Faye Dettling Autopsy date 04/15/2003 Date mailed 01/09/2004	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)

# AGENDA ITEN

TO:

Office of the County Judge

Fort Bend County, Texas

FROM:

Gilbert D. Jalomo

Purchasing Agent

SUBJECT:

Agenda items Commissioners Court March 2, 2004

# Consent Agenda:

18

- 1. Authorize advertising for statements of qualification for design/build contract for Travis Annex window rehabilitation.
- 2. Authorize advertising for bids for City of Kendleton Sanitary Sewer Rehabilitation-Phase I.

# Regular Agenda:

- 1. Take all appropriate action to purchase one (1) police package automobile for the Sheriffs Office pursuant to Bid #03-001.
- 2. Take all appropriate action to purchase one (1) pickup truck for Road and Bridge pursuant to Bid #03-002.
- 3. Take all appropriate action to authorize contract negotiations with B & F Maintenance Services pursuant to RFP #04-032 Fuel Maintenance System
- 4. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for the purchase of an item available from only one source for software from Printrak International, Inc., in an amount not to exceed \$39,200.00 (Funding: Sheriff 3040)

cc with full package:

cc with cover only:

Commissioner Stavinoha Commissioner Prestage Commissioner Meyers Commissioner Patterson Dianne Wilson Ed Sturdivant Jim Edwards Bud Childers

Sheriff Wright
Marc Grant – R & B
Marilynn Kindell – Comm Development
Sid McArthur – Veh Maintenance

# COMMISSIONER PRECINCT 2 Fort Bend County, Texas



Gilbert Jalomo
Purchasing Agent
4520 Reading Rd.
Suite A
Rosenberg, Texas 77471

February 25, 2004

Dear Gilbert:

The Quail Run Community Improvement Association has requested that two particular pieces of unused and damaged county furniture be donated to the organization for its community center. Those items include a damaged wooden reception countertop and a soiled chair unit, which has been stored at the Blueridge storage facility since 1998 and are not likely to be put in service by the county.

The Quail Run Community Improvement Association is a 501(c) (4) civic organization that serves a public purpose and the group will provide all transportation or disposal services related to disposition of the property. Would you please put an item on the March 2, 2004 agenda under purchasing that reads: Anthorize disposal of savage county property as authorized by Section 263.152 (a)(4) Texas Local Government Code by donating to a civic or charitable organization located in the county.

Sincerely,

Grady Prestage

# FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

19

DATE SUBMITTED: 2/24/2004	DEPT. SUBMITTED BY:	Risk Management Department

COMMISSIONERS COURT AGENDA FOR: 3/02/2004 DEPT. PHON

DEPT. PHONE NO.: 281 341 8630

SUMMARY OF ITEM: CONSENT AGENDA ITEM:

Consider and approve authorizing payment to Flora Lunford for damage to personal vehicle on 1/13/04.

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 () 010 068 0403 7100 \$ 2,360.00

Funding Source: Recurring ()

Fund Agey. Object N/A ()

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

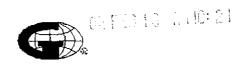
# CC with back un:

tn 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:

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- 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 - Risk Management

FROM:

Edward Perez

SUBJECT:

FBC Engineering - James Fields / Michael Lunford

DATE:

02-17-04

OUR CLAIM #:

011480-2205-AP-01

DOL:

01-13-04

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 January 13, 2004, Fort Bend County Engineering employee, James Fields was at a stop sign at Walnut Rd. and attempted to turn left onto Highway 36. Mr. Fields failed to see a 1997 Honda Accord traveling down Highway 36 at the time and thus the collision ensued.

Mr. Fields failed to yield the right of way to the driver of the 91 Accord, Michael Lunford. The county will be liable for this loss. We have assigned an appraiser to estimate the damages to the Lunford vehicle and the vehicle was deemed a total loss. We have negotiated a settlement for the claimant vehicle and respectfully submit it to you for your consideration.

# **COMMENTS:**

This is a case of clear negligence. I urge the court to authorize payment of the claimant's settlement in the amount of \$2,360.00. If approved the check should be made out as follows:

# PAYEE:

Flora Lunford 2500 Jr. College Blvd. Apt. # 4005 Wharton, Texas 77488

### **AMOUNT:**

\$2,360.00

TIN:

Will supplement.

11200 Richmond Ave. Suite 310 Houston, TX 77082 281-368-8369 Telefax 281-368-8316 A Subsidiary of Arthur J. Gallagher & Co.

APPRA	ISER'S REPOR	T	POLICY #	01/480-2205-120-9
APPRAISED FOR	Gallefu Bassett	ADI	USTER Extract	Peri
ASSURED				
CLAIMANT	thora Lunford			
93 1	Jonda Bacard 44		6,173) N44XXS	1-29-04
APPRAISER	Alenn Seilel		LICENSE LICENSE	6PA187867
	Radio Heater	Power	Under Da	
EQUIPMENT:	Transmission: Automatic	3 Speed Standard	4 Speed Slandard Overdriv	ra □ Floor Shift □
	Electric Windows	☐ Electric Seat ☐ 8	Cyl. Motor 🗍 6 Cyl. Mot	or. 🗍 4 Cyl. Motor 🕞
	Paint: Very Good	☐ Good □	Fair Po	or D Very Poor []
condition of this vehicle	Inside Trim: Very Good	☐ Good ☐	Fcdr ☐ Po	or D Very Poor D
at the time of this inspection:	General Appearance: Very Good	☐ Good ☐	Feir Po	or Very Poor
	Tires % Worn: L.F	. %. R.F.	%. L.R. %	. R.R. %
TYPE OF LOSS	Collision Upsel	☐ Fire ☐ Floor	Vandalism []	TheR D
LOCATION AT	TIME OF INSPECTION:	2500 IR Colle	se - Wharton, TX	
REPAIR SHOP	AGREEING TO THIS APPRA	ISAL: Total	4	
DEPRECIATION	is recommended on the follo	wing items, and should b	e deducted from the approx	sa) lótali ,
			-	11333
THIS VEHICLE	SHOULD BE CONSIDERED:	Repairable :		oderline Total Loss D
the following she be considered:	uld Wholesale S 2650	Retail \$ 3925.7	Value \$ (2535.)	THIS GOES
OLD DAMAGE: Evidence indicates the items in this col- rice old damage and not connected with di- age figured on appro-	amn poor interior	500.00		1 t a 4 d
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011480-2205-200 REAR NET HRS. PARTS Bumper TRUCK Arms A APPRAISERS Valance AUTO HOUSTON, TX 77080 2230 ELMGATE 713-467-8898 harton.TX Lower Panel Figer Quarter R. Out 00 Quarter L. Du 1460B755 Quarter Ext. R - Repeil S-Straighten Moulding OH - Overhaul A - Align FRONT NET HRS PARTS PARTS FRONT NET HRS Bumper (OH) Hom 2012 Headlamp Arm# Trunk Lid ma sim Valance Moulding Seal Beam Dan coule Gravel Guard Teil Light Battery Park'g Lamp 100 **440** Shi Tail Pipe Wheel 2500 Gas Tank Hub Old Hood Steer's Wheel Door Hood Mould'g Hom Ring Glass Clea Hood Lock Plt Up Cant Arm Shall Door Handle Hood Hinges Lr. Cont Arm Shall Moulding Knuckle Lock Ornament 150 Frt. System Ext. Tire PHUMES Fender Right Door LE Moulding Motor Supp't Name Plate Glass 77500 Door Handle Skirt Moulding Aerial (OD) Lock Grill Panel 3222 Grill ZZ 12510 Fender Left 25 Moulding 3 2007 Moulding Seat Name Plate 500 - EPA 20 Skirt Extension ... mud floy Cent'r Post Est, Mould's \* \* \* Fle4 Windsh'd Che Rocker Pani. Moulding Moulding CC Air Cond. Painting 17729 Condenser BM Receiver GROSS TOTAL Roof LABOR 364 HRS Radiat'r Core Core Supp'rt LESS S Cowl DONA HET Fan & Clutch Water Pump WRECKER Shroud TAX BEPAIRER: AM Redio AM FM Redio AM-FM Stores Tope Deck Heeter EQUIPMENT: TOTAL REPAIRS KIND OF LOSS: Cellision Vendelsam Fire
Their West Other Other Remarks (Bock) ☐ Good Peer Very Peer CONDITION SPARE TIRES LF. Other Equipment Transmission

# AGENDAITEM

# FORT BEND COUNTY

# COMMISSIONERS COURT AGENDA REQUEST FORM

KE	TURN TO: AGENDA C	OORDCOUNTI TUUGE'S	OFFICE
DATE SUBMITTED: 02/23/2	004	COURT AGENT	A DATE: 03/02/2004
SUBMITTED BY: Bobby Hug			
	Wes Exercises	CONSENT: Yes	
AGENDA#:		CONSENT: 15	MINALT
			·
SUMMARY OF ITEM: Consider	der approving reimbursen	tent for purchase made without o	purchase order to Armando
Santana in the amount of \$16.3.			,
	***	•	•
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}			
RENEWAL CONTRACT/AC	ERREMENT: Ve	s 🗌 No 🔯	
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BUDGETED ITEM: Yes 🔲 i	O LINA MI AN	NUALIZED DULLARS:	COMMENTS:
One Time: 🔲 🏸		•	
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Funding Source: Fund: 105 A	gency: 075 Object: 3000	N/A 📋	Recurring: 🗌
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			,
CC with back up to:			
Auditor .	(281-341-3774)	Commissioner Pct. 1	(281-342-6587)
⊠ Budget Officer	(281-344-3954)	Commissioner Pct. 2	(281-493-8009)
County Attorney	(281-341-4557)	Commissioner Pct. 3	
	(281-341-8642)	Commissioner Pct. 4	(281-242-9060)
Purchasing Agent	•	Commissions, Left a	(2 <b>81-980-9077</b> )
County Clerk	(281-341-8697)		
Instructions for submitting an	Agenda Request:	·	1
			}
1. Completely fill out agenda	form, incomplete forms	will not be processed.	}
		ack up information by Wednes	day at 2:00 p.m. to the
departments listed above.	_		,
		y Judges Office by 2:00 p.m. or	Wednesday.
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REC	DMMENDATION / ACT	TION REQUESTED: approve a	is requested
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JRT BEND COUNTY AUDITOR CCOUNTS PAYABLE

# INVOICE TRANSMITTAL

County Auditor Form 1916 (Rev. 36/87)

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	State	Zip Code	Date
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3/2/04 Commissioners corr	7.	<b> </b>	
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Check Type:			
Commissioners Court Date:	71	<b>A</b>	^ <u>_</u>
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# AS PER ORIGINAL

THE HOME DEPOT 6561 6850 5 FRY ROAD KATY, TX 77494 (281)693-8420

SALE

5561 00008 30257 11 TPM269 02/22/04 10:07 AM



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054211133248	FITTING	0.59
039923133243	FITTING	0.59
012871526654	FITTING	
8 9 0.59		4.72
012871623394	FITTING	
10 9 0.89		8.90
20 0 0100	SUBTOTAL	15.35
	SALES TAX	0.96
	TOTAL	\$16.31
	CHECK	16.31



YOUR OPINION COUNTS! COMPLETE A SURVEY AT WAW HOMEDEPOTOPINION.COM. AND ENTER TO WIN A \$5,000 HOME DEPOT GIFT CARD!

# FORT BEND COUNTY

# COMMISSIONERS COURT AGENDA REQUEST TO RIVER TEM

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

DATE SUBMITTED: 02/24/04

SUBMITTED BY:

County Attorney Road & Bridge

**AGENDA** 

COURT AGENDA DATE: 03/02/04

**DEPARTMENT:** PHONE NO.:

(281) 341-4556

20 B

# SUMMARY OF ITEM:

Take all appropriate action on Renewal Primary Interlocal Agreement between Fort Bend County and Village of Pleak for a two-year period, with expiration on September 30, 2005.

RENEWAL CONTRACT/AGREEMENT:

Yes(X) 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:

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)
voc (Y) County Clark	(281_3/1_8697)	vec (Y) Marc Crant Roa	d & Bridge

yes (X) County Clerk

yes (X) Marc Grant, Road & Bridge

# Instructions for submitting an Agenda Request:

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

**RECOMMENDATION / ACTION REQUESTED:** 

iginal Ugreement Sent to Marc.

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

# PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND VILLAGE OF PLEAK

This Interlocal Agreement, is made and entered into pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and Village of Pleak;

Whereas, County is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, Village of Pleak is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, County desires the Village of Pleak's assistance in performing certain governmental functions and services;

Whereas, County desires to assist the Village of Pleak in performing certain governmental functions and services;

Whereas, Village of Pleak desires County's assistance in performing certain governmental functions and services; and

Whereas, Village of Pleak desires to assist County in performing certain governmental functions and services.

Therefore, 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

County agrees to assist Village of Pleak with certain governmental functions and services on a "project" basis (the "Project").

Village of Pleak agrees to assist County with certain governmental functions and services on a "project" basis (the "Project").

The parties agree that County must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.

The parties agree that Village of Pleak must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.

If the governmental function or service is to construct, improve or repair a building, road or other facility, the Fort Bend County Commissioners Court must first give specific written approval for the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

# II. COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

# III. CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

# IV. INDEMNIFICATION

To the extent allowed by law, Village of Pleak agrees to indemnify and hold the County harmless against any claim, demand or suit arising out of the performance of any governmental function or services provided by County to Village of Pleak, whether such claim, demand or suit is commenced during the time of County's performance of such governmental function or services or after such governmental function or services is completed. The County agrees that it will be liable for only those claims under which liability is imposed on it by the Texas Tort Claims Act. Village of Pleak agrees that it will be liable for only those claims under which liability is imposed on it by the Texas Tort Claims Act.

# V. TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement will be from the date of execution by the last party hereto until **September 30, 2005**. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

# VI. MISCELLANEOUS

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

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

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 Pleak:

Village of Pleak 5809 Pleak Road Richmond, Texas 77469

Attn: Mayor

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

FORT BEND COUNTY	
John Delle C	3-2-04 4000
Robert E. Hebert, Fort Bend County Judge	Date
Attest: Multan	
Dianne Wilson, Fort Bend County Clerk	
VILLAGE OF PLEAK	1 200
Marge Trenck Mayor	Jeb. 18, 2004
Attesty	Date /
Buth Elster, City Secretary	
Nh:Pleak.primary.2003-05: 2349-(111103)	

RECORDED ON 3-8-04
IN THE COMMISSIONER COURT
MINUTES OF 3-2.04

STATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND \$

# ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY, TEXAS AND THE VILLAGE OF PLEAK

	On this the $\frac{\partial^{(1)}}{\partial x^{(2)}}$ day of	MARCH	, 20 Å, Fort Bend County, Tex	as,
upon	motion of Commissioner	Meyas	, Seconded by Commission	
	PATTO SON, duly put a	nd carried;		

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and the Village of Pleak 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.

# FORT BEND COUNTY

# COMMISSIONERS COURT AGENDA REQUEST FORM

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

DATE SUBMITTED: Feb. 24, 2004

SUBMITTED BY: Marsha P. Gaines

**AGENDA** 

AGENDA DATE: March 02, 2004

**DEPARTMENT: Tax Assessor /Collector** 

21A

PHONE NO.: 281-341-3730

SUMMARY OF ITEM: Over \$500.00 refunds --- \$14,343.43

AGENDA ITEM

RENEWAL CONTRACT/AGREEMENT:

Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

# FINANCIAL SUMMARY:

**BUDGETED ITEM:** 

ANNUALIZED DOLLARS:

**COMMENTS:** 

Yes ( ) No ( ) N/A ( )

One Time ()

**Funding Source:** 

Recurring ()

Fund Agency

Object

N/A ()

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

CC with back up:

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

# Instructions for submitting an Agenda Request:

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

# RECOMMENDATION / ACTION REQUESTED:

Please approve the over \$500.00 refunds in the amount of \$14,343.43 For the office of Marsha P. Gaines Tax Assessor Collector

# MARSHA P. GAINES FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court Agenda Date: March 02, 2004 Over \$500.00 refunds

		Refund		
Account Number	Owner	Amount	Reason	Precinct #
0189-00-015-0016-914	0189-00-015-0016-914   Sechrist Calvin N or Lavada L	\$1,050.17	\$1,050.17 2003 Taxes Paid in Error	3038
9966-10-001-3553-910	9966-10-001-3553-910 JCS Investments % John Sork	\$2,554.00	\$2,554.00 2003 Taxes Paid in Error	2140
9966-13-003-7784-910 Cash Cars	Cash Cars % Massoud Golshani	\$513.09	\$513.09 2003 Taxes Paid in Error	2140
9967-02-200-2000-914 TMBC LLC	TMBC LLC	\$4,266.96	\$4,266.96 2003 Taxes Paid in Error	3014
9966-99-003-6818-901 L J Used Cars	L J Used Cars	\$2,371.25	\$2,371.25 2003 Taxes Paid in Error	1072
9966-18-200-0365-901	9966-18-200-0365-901 Good Thunder Inc dba Richmond Suzuki	\$1,547.31	\$1,547.31 2003 Taxes Paid in Error	1103
2290-12-002-0020-914	2290-12-002-0020-914 Mccall Darrell J or Heidi T	\$1,252.83	\$1,252.83,2003 Taxes Paid in Error	3038
0242-00-002-0908-906 Rick or Rita Torres	Rick or Rita Torres	\$787.82	\$787.82 2003 Taxes Paid in Error	1010
		ï		
				_

\$14,343.43

TOTAL





### MARSHA P. GAINES FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR P O BOX 399, 500 LIBERTY ST., SUITE 101 RICHMOND, TEXAS 77406-0399 (281) 341-3710, (281) 341-3741

Certified Owner:

RICHMOND SUZUKI % GOOD THUNDER INC 1207 FM 359 RD RICHMOND, TX 77469-2015 Legal Description:

PERSONAL PROPERTY DEALER'S MOTOR VEHICLE INVENTORY GDN #P43134, #P4637X LOCATED AT 1207 FM 359 RD NEAR RICHMOND

Parcel Address: 1207 FM.359 RD

Legal Acres:

0.0000

Deposit No:

T40213T1

Validation No: Account No:

900000001026658 9966-18-200-0365-901

Tax Value

70,710

70,710

70,710

0

Tax Rate

1.664500

0.025000

0.498740

0.000000

Levy Paid

-1,099.97

-16.52

-329.58

-\$1,446.07

0.00

Operator Code:

2003 OVERPAY

Year Tax Unit Name

2003 LAMARCISD

2003 FORT BEND CO DRAINAGE

2003 FORT BEND CO GEN FND

TAMMYS

Receipt Date:	02/13/2004
Deposit Date:	02/13/2004
Print Date:	02/13/2004
	77

3/2004 P&I Atty Paid Total -1,176.97 -77.00 0.00 0.00 -17.68 -1.16 -23.08 0.00 -352.66 1,547.31 0.000.00

\$0.00

\$0.00

CHECK NUMBER(S):

2778

PAYMENT TYPE:

-\$101.24

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:	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

GOOD THUNDER INC **DBA RICHMOND SUZUKI** 1207 FM 359 RICHMOND, TX 77469

(281) 341-3710, (281) 341-3741

Page 1 of 16



### MARSHA P. GAINES FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR P O BOX 399, 500 LIBERTY ST., SUITE 101 RICHMOND, TEXAS 77406-0399 (281) 341-3710, (281) 341-3741

Certified Owner:

L J USED CARS % LUPE RAMIREZ 3101 AVENUE H ROSENBERG, TX 77471-3645

oftel

Legal Description:

PERSONAL PROPERTY DEALER'S MOTOR VEHICLE INVENTORY LOCATED AT 3101 AVE H IN ROSENBERG

Parcel Address:

3101 AVE.H

Legal Acres:

0.0000

Deposit No:

T40213T1

Validation No: Account No: 90000001026442 9966-99-003-6818-901

Operator Code:

TAMMYS

Receipt Date: Deposit Date: Print Date: 02/13/2004 02/13/2004 02/13/2004

Operator Code. TAMIN'13						02.10.20	
Year Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total	
2003 LAMARCISD	86,440	1.664500	-1,438.79	0.00	0.00	-1,438.79	
2003 CITY OF ROSENBERG	86,440	0.555000	-479.74	0.00	0.00	-479.74	
2003 FORT BEND CO DRAINAGE	86,440	0.025000	-21.61	0.00	0.00	-21.61	
2003 FORT BEND CO GEN FND	86,440	0.498740	-431.11	0.00	0.00	-431.11	
2003 OVERPAY	0	0.000000	0.00	0.00	0.00	2,371.25	
			-\$2 371 25	\$0.00	50.00	\$0.00	

CHECK NUMBER(S):

008028

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) Change Paid:

\$0.00

(All Accounts)

ACCOUNT PAID IN FULL

PAYER:

L J USED CARS 3101 AVENUE H ROSENBERG, TX 77471

(281) 341-3710, (281) 341-3741



# MARSHA P. GAINES FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR P O BOX 399, 500 LIBERTY ST., SUITE 101 RICHMOND, TEXAS 77406-0399 (281) 341-3710, (281) 341-3741

Certified Owner:

**TMBC LLC** 2500 E KEARNEY ST SPRINGFIELD, MO 65898-0001 Legal Description:

PERSONAL PROPERTY DEALER'S VESSEL, TRAILER & OUTBOARD MOTOR INV LOCATED AT 5000 KATY MILLS CIR C3 #415 IN KATY

Parcel Address:

5000 KATY MILLS CIR

Legal Acres:

0.0000

Deposit No:

T40213T1

Validation No:

900000001026415

Account No:

9967-02-200-2000-914

Receipt Date: Deposit Date: 02/13/2004

--<

02/13/2004 02/13/2004

Operator Code: TAMMYS					Print Date:	02/13/200
Year Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2003 FORT BEND CO DRAINAGE	814,710	0.025000	-203.68	0.00	0.00	-203.68
2003 FORT BEND CO GEN FND	814,710	0.498740	-4,063.28	0.00	0.00	-4,063.28
2003 OVERPAY	0	0.000000	0.00	0.00	0.00	4,266.96
		<del></del> -	-\$4,266.96	\$0.00	\$0.00	\$0.00

CHECK NUMBER(S):

019610

PAYMENT TYPE:

\$0.00 Checks: \$0.00 Cash: Credit Cards: **\$0.00** \$0.00 E-Fund Trans:

Others: Total Applied: Total Tendered: (Ail Accounts) Change Paid:

(All Accounts) ACCOUNT PAID IN FULL

PAYER:

TMBC LLC 2500 E KEARNEY ST SPRINGFIELD, MO 65898-0001

(281) 341-3710, (281) 341-3741

\$0.00

\$0.00

\$0.00

\$0.00



# MARSHA P. GAINES FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR P O BOX 399, 500 LIBERTY ST., SUITE 101 **RICHMOND, TEXAS 77406-0399** (281) 341-3710, (281) 341-3741

Certified Owner:

**CASH CARS** % MASSOUD GOLSHANI 13339 MURPHY RD STAFFORD, TX 77477-4305 Legal Description:

PERSONAL PROPERTY DEALER'S MOTOR **VEHICLE INVENTORY LOCATED AT 13339** MURPHY RD IN STAFFORD

Parcel Address: 13339 MURPHY RD

Legal Acres:

0.0000

Deposit No:

T40213T1

Validation	No: 900000001	026417					Receipt Date:	02/13/2004
Account N	io: 9966-13-00	9966-13-003-7784-910					Deposit Date:	
Operator	Code: TAMMYS						Print Date:	02/13/2004
Year Tax	Unit Name		Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2003 FO	RT BEND WCID#2		20,660	0.162900	-33.66	0.00	0.00	-33.66
2003 HO	USTON COMMUNI	TY COLLEGE	20,660	0.081333	-16.80	0.00	0.00	-16.80
2003 STA	AFFORD MSD		20,660	1.715500	-354.42	0.00	0.00	-354.42
2003 FO	RT BEND CO DRAII	NAGE	20,660	0.025000	-5.17	0.00	0.00	-5.17
2003 FO	RT BEND CO GEN I	ND	20,660	0.498740	-103.04	0.00	0.00	-103.04
2003 OV	ERPAY		0	0.000000	0.00	0.00	0.00	513.09
					-\$513.09	\$0.00	\$0.00	\$0.00

CHECK NUMBER(S):

001544

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:	\$0.00
(All Accounts)	
ACCOUNT DAID IN FULL	

ACCOUNT PAID IN FULL

PAYER: **CASH CARS** % MASSOUD GOLSHANI 13339 MURPHY RD STAFFORD, TX 77477-4305

(281) 341-3710, (281) 341-3711



### MARSHA P. GAINES FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR P O BOX 399, 500 LIBERTY ST., SUITE 101 **RICHMOND, TEXAS 77406-0399** (281) 341-3710, (281) 341-3741

**Certified Owner:** 

**JCS INVESTMENTS** % JOHN SORK 12127 MURPHY RD STAFFORD, TX 77477-2406

Legal Description:

PERSONAL PROPERTY DEALER'S MOTOR VEHICLE INVENTORY LOCATED AT 12127 MURPHY RD IN STAFFORD

Parcel Address: 12127 MURPHY RD

02/13/2004

Legal Acres:

0.0000

Receipt Date:

Deposit No: Validation No: T40213T1 90000001026435 9966-10-001-3553-910

Account No: Operator Code: TAMMYS

		Deposit Date Print Date:	02/13/2004 02/13/2004
vy Paid	P&I	Atty Paid	Total
-167.53	0.00	0.00	-167.53
-83.64	0.00	0.00	-83.64
.764.22	0.00	0.00	-1.764.22

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2003	FORT BEND WCID#2	102,840	0.162900	-167.53	0.00	0.00	-167.53
2003	HOUSTON COMMUNITY COLLEGE	102,840	0.081333	-83.64	0.00	0.00	-83.64
2003	STAFFORD MSD	102,840	1.715500	-1,764.22	0.00	0.00	-1,764.22
2003	FORT BEND CO DRAINAGE	102,840	0.025000	-25.71	0.00	0.00	-25.71
2003	FORT BEND CO GEN FND	102,840	0.498740	-512.90	0.00	0.00	-512.90
2003	OVERPAY	0	0.000000	0.00	0.00	0.00	2,554.00
				-\$2,554.00	\$0.00	\$0.00	\$0.00

CHECK NUMBER(S):

013646

PAYMENT TYPE:

<del>-</del>
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

ACCOUNT PAID IN FULL

PAYER:

**JCS INVESTMENTS** % JOHN SORK 12127 MURPHY RD STAFFORD, TX 77477-2406

(281) 341-3710, (281) 341-3741

Page 8 of 16

Transfer 2003 permit in the amt of \$1050.17 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

(281) 341-3710, (281) 341-3741

apply FBC CK# 23683 \$ 1050.17

use p+I date

Certified Owner:

SECHRIST CALVIN N & LAVADA L 3018 WILLOW CREEK LN KATY, TX 77494-6344

Legal Description:

0189 S HOBERMAKER, ACRES 1.545, LOT 16 & LOT 17 (\$ 1/2), WESTWOOD U/R S/D

Before Procunct# 3130

0.498740

Parcei Address:

3018 WILLOW CREEK LN

Legal Acres:

1.5450

Receipt Date:

Deposit Date:

Print Date:

Year Tax Unit Name

2003 FORT BEND ESD#2

Deposit No:

Validation No:

O31230A1

900000000893018 0189-00-015-0016-914

Account No: Operator Code:

VERONICAH

Tax Value

203,130

162,504

162,504

Tax Rate Levy Paid 0.098000 0.025000

199.07 40.63 810.47 129 Atty Paid 0.00

Total 0.00 199,07 0.00

40.63 810,47

12/23.2003

12/30/2003

02/20/2004

2003 FORT BEND CO DRAINAGE

2003 FORT BEND CO GEN FND

\$1,050.17

0.00 \$0.00

0.00

0.00\$0.00

\$1,050.17

CHECK NUMBER(S):

104790

PAYMENT TYPE:

Checks: Cash:

\$1,050.17 \$0.00

Credit Cards: E-Fund Trans:

\$0.00 \$0.00

Others:

90.00 \$1,050.17

Total Applied: Total Tendered: (All Accounts)

\$1,050.17

Change Paid:

\$0.00

(All Accounts)

ACCOUNT PAID IN FULL

PAXER:

HOUSTON TITLE COMPANY

1600 HWY 6 STE 160

SUQAR LAND, TX 77478

E 01444 per 40 Sechrist Calvin No LavadaL 3018 Willow Creek In

Page 1 of 1

# HOUSTON TITLE COMPANY 1600 HIGHWAY 6 SOUTH, SUITE 160 SUGAR LAND, TEXAS 77478

PHONE: 281-265-9500 FAX: 281-265-9001

# TINA WHITE, ESCROW OFFICER

PAGES:

DATE: 01/23/04

FAY TO: MARSHA P. GAINES, TAY ASSESSOR-COULECTOR

P.O. BOX 399

RICHMOND, TEXAS 77406-0399

FAX #: 281-341-3734

RE: CAD: 0189-00-015-0015-914

PROPERTY: 3018 WILLOW CREEK LANE, KATS, TK 77494

OWNER: CALVIN NORRIS SECHRIST

2003 COUNTY PROPERTY TAX

# ATTENTION: TAMMY STATON

Houston Title Paid the above County Property Tax with check = 3104790 dated 12/10/03 in the amount of \$1,050.17.

It has been brought to our attention that the Chase denders has also paid the 2003 County Tax.

Please refund any overage directly to the homeowner, CALVIN NORRIS SECHRIST at the property address.

If you choose to refund to Houston Title I will make the Mr. Sechrist receives the rembursement for overpayment of his taxes.

Feel free to call with any questions

CC: Caivin Norris Sechrist 3018 Willow Creek Lane Kary, Texas 77494

1999-2002 payment to "8001" + Rabd to payer. They paid toyes in ever TOR No 21 day letter. No previous attempts



MARSHA P. GAINES FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR P O BOX 399, 500 LIBERTY ST., SUITE 101 **RICHMOND, TEXAS 77406-0399** (281) 341-3710, (281) 341-3741

---

Certified Owner:

TORRES RENE G ETAL 7903 KATHRYN RD NEEDVILLE, TX 77461-8777

Precuret 1010

Legal Description:

0242 H AND TC RY, ACRES 1.00, LOT 6 COUNTRY GREEN U/R S/D (150.09 X 290.23)

Parcel Address:

7819 KATHRYN LN

Legal Acres:

1.0000

>	-	~	
_			

Deposit No:

Q40122E1

Accou	ation No: unt No: ator Code:	900000000961419 0242-00-000-0908-906 BEAS					Receipt Date: Deposit Date: Print Date:	01/22/2004 01/22/2004 02/02/2004	
Year	Tax Unit N	ame	Tax Value	Tax Rate	Levy Paid	P&1	Atty Paid	Total	,,
2002	NEEDVILL	E ISD	9,000	1.587000	142.83	34.28	35.42	212.53	306.11
2002	WCJC		9,000	0.167380	15.06	3.61	2.80	21.47	,
2002	FORT BEN	D CO DRAINAGE	9,000	0.026200	2.36	0.57	0.59	3.52	
2002	FORT BEN	D CO GEN END	9,000	0.512540	46.13	11.07	11,44	68.64	
2001	NEEDVILL	.E ISD	0	1.513000	136.17	49.02	27.78	212.97	- 01
2001	WHARTON	N COUNTY JUNIOR COL	9,000	0.156350	14.07	5.07	2.87	22.01	317.84
2001	DRAINAG	E DISTRICT	9,000	0.026500	2.39	0.86	0.65	3.90	
2001	FORT BEN	D COUNTY GENERAL	9.000	0.537600	48.38	17.42		78.96	
2000	WHARTON	N COUNTY JUNIOR COL	6,000	0.156350	9.38	4.50	2.08	15.96	. <
2000	DRAINAG	E DISTRICT	6,000	0.028780	1.73	0.83	0.38	2.94	77.61
2000	FORT BEN	D COUNTY GENERAL	6,000	0.575320	34.52	16.57	7.66	58.75	1
1999	WHARTON	N COUNTY JUNIOR COL	6,000	0.156350	9.38	5.63	2.25	17.26	1
1999	DRAINAG	E DISTRICT	6,000	0.034000	2.04	1.22	0.49	3.75	06.11
1999	FORT BEN	ID COUNTY GENERAL	6,000	0.590100	35.41	21.25	8.50	65.16	2 -
				_	\$499.85	\$171.90	\$116.07	\$787.82	

CHECK NUMBER(S):

Fideth Phopas

PAYER:

**RICK OR RITA TORRES** 7819 KATHRYN RD **NEEDVILLE, TX 77461-8777**  PAYMENT TYPE: PARTIAL PAYMENT

Checks: \$0.00 Cash: \$787.82 \$0.00 Credit Cards: \$0.00 E-Fund Trans: \$0.00 Others: \$787.82 Total Applied: Total Tendered: \$787.82 (All Accounts) \$0.00 Change Paid: (All Accounts) REMAINING BALANCE

(281) 341-3710. (281) 341-3741

the FBC Tat assissen for an uniding that FBC Tat assissen for an error that was done on a payment or that was done on a payment or that act act. 0242-00-000-0908-906.

I meade a payment (cash) feld 78782.

This payment was made an 1/22/04.

I am met hable or responsible for this account this account is not may account and is met also in my mane or my mushand. I would not may memy back for the full amount of \$757 52, refunded the amount of \$757 52, refunded the my substitute of this payment was repeating that this payment was made in which and it am met made in which and it am met responsibility for this accided and responsibility for this acide colors.

Therefore we call me if you open 900 have any questions.

mail payment de:

Rick or Rida Tomas

7819 Kathryn Road

Ruddick Lutas

77461

the an also sending a cipy of the payment of made Jhank jer, 1240 Teres 979793-3033

> Call and opris. Torres will pickup refund.

**DUPLICATE TAX RECEIPT** 

Transfer 2003 taxes to 8001 + Repol to

Sand al letter



o: Dr. Houton-Emerald

MARSHA P. GAINES FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR P O BOX 399, 500 LIBERTY ST., SUITE 101 RICHMOND, TEXAS 77406-0399 (281) 341-3710, (281) 341-3741

Certified Owner:

MCCALL DARRELL J & HEIDI T 23306 GRAND SPRINGS DR KATY, TX 77494-2168

Legal Description:

CINCO RANCH WEST SEC 12, BLOCK 2, LOT 2

Legal Acres:

Parcel Address: 26511 SANDY ARBOR LN

\$1,252.83

0.0000

\$0.00

Deposit No:         LB003514           Validation No:         90000000987888           Account No:         2290-12-002-0020-914           Operator Code:         REPORT_MANAGER		Precenct#			303	Receipt D Deposit D Print Date	ate: 01/30/2004	
Year	Tax Unit N	ame	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Totai
2003	FORT BEN	ID ESD#2	135,920	0.098000	133.20	0.00	0.00	133.20
2003	WILLOWF	ORK DRAINAGE DISTR	135.920	0,300000	407.76	0.00	0.00	407.76
2003	FORT BEN	D CO DRAINAGE	135,920	0.025000	33.98	0,00	0.00	33.98
2003	FORT BEN	ID CO GEN FND	135,920	0,498740 	6 89	0,00	0.00	677 89

\$1,252.83

Perfore teles 343887.85 EUNIC + 16032- State Dose75 Saut 1007877

CHECK NUMBER(S):

000662

PAYMENT TYPE:

\$0.00

\$1,252.83 Checks: \$0.00 Cash: \$0.00 Credit Cards: \$0.00 E-Fund Trans: \$0.00 Others: \$1,252.83 Total Applied: Total Tendered: \$1,252.83 (All Accounts) Change Paid: 50.00

(All Accounts)

ACCOUNT PAID IN FULL

Fide # Color

PAYER:

MCCALL DARRELL J & HEIDI T 23306 GRAND SPRINGS DR KATY, TX 77494-2168

(281) 341-3710, (281) 341-3741

Feb 19 04 02:04p Barre

281-395-5916

281-341-3734

p. 1

P.CZ

**48 PER ORIGINAL** 

February 19, 2004

Feb-19-04 02:34P Tax Research Dept.

I, Darrell J McCall, paid the 2003 taxes on tax account number 2290-12-002-0020-914 in the amount of \$1,252.83 in error. My name is added to this account in error by the Fort Bend Central Appraisal District. I have instructed them to correct this error. Therefore, please refund this payment directly to me.

Darrell J. McC.NI

date: <u>0</u>2-19-09

10662 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
25 1 2 5 minumum
2 5 /2 (
DARREL J MCCALL  HEIDIT McCALL  23306 GRAND SPRINGS DRIVE  KATY, TX 77494  CATALL  SATURATION  SATURATION  SATURATION  SATURATION  SATURATION  SATURATION  SATURATION  JPMORGAND SPRINGS DRIVE  ON TANGEN  JPMORGAND CALL  SATURATION  JPMORGAND CALL  JPMORGAND CALL  SATURATION  JPMORGA
DARREL J MCCALL HEIDI T MCCALL 23306 GRAND SPRINGS DRIVE 23306 GRAND SPRINGS DRIVE CATY, TX 77494  San, 10, 11, 11, 11, 11, 11, 11, 11, 11, 11
DARREL J MCCALL 23306 GRAND SPRINGS DR KATY, TX 77494  KATY, TX 77494  MATY, TX 77494  MATY, TX 77494  MATY, TX 77494  STAND GRAND SPRINGS DR JPMorgan Chase Bar 712 MAIN ST. HOUSTON, TX 77002  L I 5 DI O C - 13 - C  MAINTENNAMENTAL MAINTENAMENTAL
DARREL HEIDITO 23306 GRAN KATY, TX 77 KATY

# PLEASE TEAR AT THE BOTTED LINE AND RETURN THIS FORTION WITH VOUR PAYMENT

TAXES BECOME DELINQUENT FEB 1, 2004 • AMOUNT DUE IF PAID BY THE END OF:

HINE 2004 15%	× 22 - 1100	\$1,440.75	
ALAND SONE 41%	**************************************	\$1,41	ı
APP POUC CICY	אבע כ	4	
1	MAR 2004 376	\$1,365.59	
** * * * * * * * * * * * * * * * * * *	FEB 2004 77		
, 1000 Call	JAN 2004	\$1,252.83	

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Marsha P. Gaines . Fort Bend County Tax Assessor-Collector

P.O. Box 1028 • SugarLand, Texas 77487-1028 • vww.co.fort-bend.tx.us

(281) 341-3710 • (281) 341-3741

2290-12-002-0020-914

MCCALL DARRELL J & HEIDI T 23306 GRAND SPRINGS DR KATY TX 77494-2168



# FORT BEND COUNTY

1/7/03

COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

**AGENDA** 

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 02/26/04

COURT ACENDA DATE: 2/04/04

2.

3.

the departments listed above.

SUBMITTED BY: Laura Johnson

**DEPARTMENT: Tax Office** 

PHONE NO.: 4556

212

COURT AGENDA DATE: 5/02/04		1 HONE NO.: 4550
Approve Order Transferring Title payment of all back taxes, penaltic		perty to Garrett and Vicki Conner in exchange for
payment of an back taxes, penalti	es, interest and rees to th	c taxing authornics.
RENEWAL CONTRACT/AGREEME	CNT: Yes () No (	)
LIST SUPPORTING DOCUMENTS A	ATTACHED: previously fo	reclosed property will be placed back onto tax rolls
FINANCIAL SUMMARY:		
BUDGETED ITEM: ANNUALI Yes ( ) No ( ) N/A ( )	ZED DOLLARS: One Time ( )	COMMENTS:
Funding Source: Fund Agency Object	Recurring ( ) N/A ( )	
Original Form Submitted with b	pack up to County Judg	ge'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)	( ) Marsha Gaines, Tax Assessor-Collector
	<u> </u>	
Instructions for submitting an Agend	a Request:	
1 Completely fill out agenda for	m incomplete forms will no	at he processed

	RECOMMENDATION / ACTION REQUESTED:	_
3-8-04	Original Proces sent to OPP for then will forward to Karena tan	Recording to
		<b>9</b>

Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to

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



## TAX ASSESSOR/COLLECTOR

#### FORT BEND COUNTY, TEXAS

(281) 341-3710 Fax (281) 341-9267

DATE:

**FEBRUARY 12, 2003** 

TO:

Mr. Bud Childers

Fort Bend County Attorney

FROM:

Karen Stell Karen Stell

Assistant Division Supervisor, RTC, Taxes

RE:

Order to Transfer Title to Tax Foreclosure Property

Fort Bend County vs. Dale Augsburger Cause # 124,416

Account number 5110-00-000-0010-901

Attached is copy of letter received from Linebarger, Goggan, Blair, & Sampson LLP, delinquent attorneys for Fort Bend County, requesting an Order to Transfer Title to a Tax Foreclosure Property of property taken under Cause 124,416.

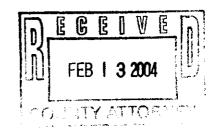
Stated is that it is in Fort Bend County's best interest to have the real property returned to the tax roll and that Fort Bend County, Trustee has received an offer to pay all back taxes, penalties, interest and fees in full to the taxing authorities under judgment and to pay all current taxes which will be assessed against the property by Garrett and Vicki Conner.

Linebarger, Heard, Blair, & Sampson LLP request this be placed on the Commissioners Court Agenda so they may approve or disapprove this transfer. The original documents are attached. Please have the appropriate party sign, if approved and return to my attention.

Please review and place on the agenda. Contact me at 281-341-3723 if you have any questions.

cc: Michelle Villarreal
Linebarger, Goggin, Blair, & Sampson LLP

LGBPS-10232002-kcs



888

COUNTY OF FORT BEND

#### ORDER TO TRANSFER TITLE TO TAX FORECLOSURE PROPERTY

WHEREAS, Fort Bend County, Trustee for itself and other taxing authorities enforced a delinquent tax suit judgment on December 13, 2002, said judgment identified by Cause No. 124,416 styled County of Fort Bend et al v. Dale Augsburger, et al by foreclosing the delinquent property tax liens against the real property identified as a 2.69 ACRES, MORE OR LESS, OUT OF THE RANDALL JONES SURVEY, ABSTRACT 42, FORT BEND COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN DEED DATED NOVEMBER 25, 1980 FROM G. FRED WALTERS, JR ET UX RUTH O. WALTERS TO HERBERT M. AUGSBURGER ET UX NATHALIE H. AUGSBURGER RECORDED IN VOLUME 936, PAGE 223, DEED RECORDS OF FORT BEND COUNTY, TEXAS. And further described by property tax account number 5110000000010901 ("property");

WHEREAS, by virtue of the unsuccessful tax foreclosure sale being April 1, 2003, and the deed Constable's Deed being filed on June 6, 2003, Fort Bend County, Trustee became the owner of the property to be held in trust on behalf of all taxing entities party to the judgment;

WHEREAS, ownership of the property by Fort Bend County, Trustee renders the property exempt from taxation and the sale of the property will encourage development and maintenance of the property;

WHEREAS, it is in Fort Bend County, Trustee's best interest to have the real property returned to the tax roll as taxable property;

WHEREAS, Fort Bend County, Trustee has received an offer to pay all back taxes, penalties, interest and fees in full to the taxing authorities under judgment, and to pay all current taxes which will be assessed against the property by Garrett and Vicki Conner;

#### NOW, THEREFORE, IT IS ORDERED BY Fort Bend County Commissioner's Court:

- 1. That all of the above paragraphs are true, correct and in the best interest of Fort Bend County, Trustee and as such they are hereby incorporated in full and made a part of this Order:
- 2. That the Commissioner's Court hereby authorizes the execution of the attached deed by the Fort Bend County Judge.

APPROVED, PASSED AND ORDERED 200 day of, MAC

Fort Bend County

Robert Hebert, County Judge

Fort Bend County, Texas

ATTEST:

Dianne Wilson, County Clerk

Fort Bend County, Texas

Accordingly, and in consideration of the payment of the sum described above, the receipt of which is hereby acknowledged, I hereby convey to the **Grantee(s)** all of the right, title and interest owned by the **Defendants** in the property described above.

This deed is given expressly subject to the right of Defendant=s to redeem the land and premises within the time and in the manner provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 30<sup>th</sup> day of January, 2004.

Robert Hebert, County Judge Fort Bend County, Texas

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Judge Bob Hebert, Fort Bend County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Judge Bob Hebert, Fort Bend County, Texas, for the purposes and consideration, and in the capacity therein expressed.

GIVEN under my hand and seal of office, this <u>a</u> day of <u>March</u>, 2004.



NOTARY PUBLIC, State of Texas

Return to: Garrett and Vicki Conner 14422 Antrim Place Cypress, TX 77429

Deed under order of sale Cause No. 02-CV-124416

# Deed for Tax Resale Pursuant to Texas Tax Code ' 34.05

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER=S LICENSE NUMBER

(Language pursuant Section 11.008 of the Texas Property Code)

**Date:** , 2004

Grantor: Fort Bend County, Trustee for itself and all other taxing authorities

having an interest in the property

Grantee(s): Garrett and Vicki Conner

Grantee(s) Mailing Address: 14422 Antrim Place, Cypress, Texas 77429

Consideration/High Bid: TEN DOLLARS AND OTHER GOOD AND VALUABLE

CONSIDERATION

Land and Premises: 2.69 ACRES, MORE OR LESS, OUT OF THE RANDALL

JONES SURVEY, ABSTRACT 42, FORT BEND COUNTY,

TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN DEED DATED NOVEMBER 25, 1980 FROM G. FRED WALTERS, JR ET UX RUTH O. WALTERS TO HERBERT

M. AUGSBURGER ET UX NATHALIE H. AUGSBURGER

RECORDED IN VOLUME 936, PAGE 223, DEED RECORDS OF

FORT BEND COUNTY, TEXAS

**FBCAD** number: 5110000000010901

Constable: Constable A. J. Dorr Precinct 1, Fort Bend County, Texas

Newspaper: The Sun

Date of Re-Sale: January 30, 2004

Cause: That case bearing Cause No. 02-CV-124416 in the 400th

Judicial District Court of Fort Bend County, Texas and styled FORT BEND COUNTY, ET AL VS. DALE H. AUGSBURGER, ET

AL

Date of Original Tax Foreclosure Sale: April 1, 2003

File Number of Original Tax Deed: 2003075689

And WHEREAS, as required by Section 34.015, Texas Tax Code, Grantee(s) exhibited to me an unexpired written statement issued to Grantee(s) showing that the County Tax Assessor-Collector determined that: (1) there are no delinquent ad valorem taxes owed by Grantee(s) to County, and (2) for each school district or municipality having territory in the County, there are no known or reported delinquent ad valorem taxes owed by Grantee(s) to that school district or municipality

Fax: 2813419267

Feb 16 2004

9:21

P. 01

FEB-18-2004 08:22AM FROM-LINEBARGER HEARD

281-841-7808

T-335 P 002/002 F-510

AS PER ORIGINAL

# GARRETT AND VICKI CONNER 14422 ANTRIM PLACE CYPRESS, TEXAS 77429

IN THE COMMISSIONER COURT MINUTES OF 3-2-04

January 30, 2004

Linebarger Law Firm 401 South 5th Street Richmond, Texas 77469

Attn: Mike Siwierka

Re: 2.69 acres out of the Randell Jones Survey, Abstract 42, Fort Bend

County, Texas (Account #5110000000010901)

Dear Mr. Siwierka:

We are interested in purchasing the above property at a price of \$12,309.33, which amount contains all of the taxes, interest and penalties and all fees associated with the property.

Thank you.

Daniel Conno

Garrett Conner

# 22

# FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: February 25, 2004 DEPT. SUBMITTED BY: ADMINISTRATIVE SERVICES

COMMISSIONERS COURT AGENDA FOR: March 2, 2004

**DEPT. PHONE NO.:** 

281-344-3950

SUMMARY OF ITEM: Take all appropriate action to authorize the M.I.S. department to use the Rosenberg Annex parking lot for a fund raising event on Wednesday, March 17, 2004 for one of their employees.

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

LIST SUPPORTING DOCUMENTS ATTACHED:

(Back-up documentation must be attached for consideration)

#### FINANCIAL SUMMARY:

**BUDGETED ITEM:** 

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No () N/A (X)

One Time

Funding Source:

Agcy.

Recurring

()

Fund

Object

N/A

(X)

()

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

#### CC with back up:

щ раск пр.					·
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. Pet. 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.
- 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:

This event is being coordinated by the M.I.S. employees to raise funds for the benefit of the Nobel White Family Fund. Proceeds will be used by the family to assist with medical expenses and other family essential needs. Pre-sold tickets will entitle contributors to pick up prepared Chicken Fried Steak dinners between 4:00 PM and 7:00 PM on Wednesday, March 17th, 2004. Please authorize this function. J. C. Whitten

#### FORT BEND COUNTY

# COMMISSIONERS COURT AGENDA REQUEST FORMAGENDA MEN

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

DATE SUBMITTED: 2/23/04

SUBMITTED BY: Project Manager

**AGENDA** 

**COURT AGENDA DATE: 3/2/04** 

**DEPARTMENT:** PHONE NO.:

23 A

SUMMARY OF ITEM: Take all appropriate action to accept Certificate of Substantial Completion for the Cinco Ranch

Library facility.

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 (v)

Agency Object Fund

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

N/A

#### 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:

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

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

RECOMMENDATION / ACTION REQUESTED:

ates) sent to

#### 2000 Edition - Electronic Format

#### AIA Document G704 – 2000

# Partificate of Substantial Completion

Certificate of Substantial Co	триш	
PROJECT: Katy Branch Library	PROJECT NUMBER: 4200060	OWNER
(Name and address) 2620 Commercial Center Blvd.  Katy, Texas 77494	CONTRACT FOR: Construction	ARCHITECT
<u> </u>	CONTRACT DATE:	CONTRACTOR
TO OWNER: Fort Bend County	TO CONTRACTOR: Brookstone	FIELD
(Name and address) 309 S. Fourth Street Suite 515 Richmond, Texas 77469	(Name and address) 3715 Dacoma Street Houston, Texas 77092	OTHER
'PROJECT OR PORTION OF THE PROJECT DES	SIGNATED FOR PARTIAL OCCUPANCY OR	AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY
The Work performed under this Contract has been knowledge, information and belief, to be substantia in the progress of the Work when the Work or design accordance with the Contract Documents so that the intended use. The date of Substantial Completion of the Contract Documents with	Illy complete. Substantial Completion is the stage gnated portion is sufficiently complete in ne Owner can occupy or utilize the Work for its	USING AIA DOCUMENT D401.

See Punch List prepared as of site review 2/09/2004. Hermes Architects, Inc.

ARCHITECT

date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

February 13, 2004

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective:

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Brookstone

CONTRACTOR

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 P.M. (time) on February 13, 2004 (date).

Fort Bend County

OWNER

1

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: Owner shall assume responsibility for security, maintenance, heat, utilities, and insurance except as related to required access and work by Contractor in execution of completion of items listed in the Punch List.

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@ 2000 AIA® AIA DOCUMENT G704-2000 **CERTIFICATE OF SUBSTANTIAL** COMPLETION The American Institute of Architects 1735 New York Avenue, N.W. Washington, D.C. 20006-5292 (Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

RECORDED ON 3-8-04
IN THE COMMISSIONER COURT
MINUTES OF 3-2-9-1

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# FORT BEND COUNTY

# **COMMISSIONERS COURT AGENDA REQUEST FORM**

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

AGENDA
- TIERA

DATE SUBMITTED: 02-26-04		Y: Heratio Rodgers : Budget Office 281-238-3369	# 23B
COURT AGENDA DATE: 03-02-04	PHONE NO.:		~ ~ ~
SUMMARY OF ITEM: Take all appropriate action to adopt the proposed 200 Budget Officer	5 Fort Bend Count		
		# (A)	
RENEWAL CONTRACT/AGREEMENT: Yes [	No 🛛 🕆	FEB 2 G	
LIST SUPPORTING DOCUMENTS ATTACHED:			· :/g
FINANCIAL SUMMARY: BUDGETED ITEM: AN	NUALIZED DOLLAR	RS: COMI	MENTS:
Yes ⊠ No 🔲 N/A 🗍 On	Time 🔲		
Funding Source: Rec	arning 📋		
Fund 010 Agency 076 Org. 0760 Object N/A			
	. Pct. 1 (281-34 . Pct. 2 (281-44 . Pct. 3 (281-24	42-0587) 03-8009) 42-9060) 80-9077)	
Instructions for submitting an Agenda Request:			
<ol> <li>Completely fill out agenda form, incomplete form</li> <li>Fax or inter-office copies of agenda form with all the departments listed above.</li> <li>All original back-up must be received in the Cour</li> </ol>	back up informatio	n by Wednesday at 2:	
RECOMMENDATION	/ ACTION REQUES	TED:	

# FORT BEND COUNTY BUDGET POLICY FOR 2005

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. The budget must be prepared and administered according to the laws of the State of Texas. With the full understanding that defining and announcing the budget policy will inevitably lead to better, more realistic, budget requests, and that the public and the County Departments should know and have access to the policy; the Commissioners Court of Fort Bend County adopts this official budget policy in preparation of the 2005 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. Costs for services mandated by the State and Federal Government have increased, and the County continues to grow. Therefore, it is especially important to eliminate all unnecessary expenditures.

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 the goal of reducing costs without reducing the required level of services. All programs should be examined periodically to ensure they are still viable and still provide the best method of serving an identified duty of the office or department.

The Country still has not fully recovered from recent economic stresses, and we continue to operate in a wartime mode. Emergency preparedness is a constant drain on resources, 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 continue to be aware of the cost of government that is borne by taxpayers. Costs of capital projects planned for the near future may impact the financial needs of the county in the current budget. While the county's tax base has expanded at an average annual rate of 7.55% over the past ten years, and will maintain a good level of growth, this may strain the taxing capacity of the County. However, prudently managed county services will likely be adequately provided for by the added funds from growth in the tax base without any increase in taxes.
- 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 all projects, including minor remodeling, which will, if approved, be budgeted within the department.

- 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 accelerate the process of allocating the costs of internal services to the user departments so that it is done whenever 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.
- 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 have been surveyed to provide a logical basis for comparison. Positions that perform nearly identical functions, or that can be classified as requiring the same skill and experience sets will be compensated equally.
- 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. 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 bome 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.
- 13. 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.
- 14. 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.

15. 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, or as allowed by the statutes described below. 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 §111.0705 when the county receives the proceeds of bonds or other obligations. Upon receipt of the proceeds, the Commissioners Court may make expenditures from the proceeds in the manner provided in Chapter 111, Subchapter C for expenditures for general purposes.

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 intergovernmental 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.

Amendments may be made under the provisions of Local Government Code §111.07075 for the purpose of spending revenues received after the start of the fiscal year from a new source not anticipated before the adoption of the budget. The Commissioners Court may adopt a special budget for the purpose of spending the revenue for general purposes or its intended purpose.

- 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.

19. Items budgeted for the purchase of specific items shall be budgeted for an adequate amount to make the purchase. Excess amounts are not available for other uses, and may be transferred. For example, automobiles that are anticipated to cost a certain amount, and actually are purchased for less will result in unintended excess in the departmental budget. The Budget Office may transfer this excess to the contingency account. The Commissioners Court may, at its sole discretion, allow the money to be used for another purpose in the department's budget upon proper application by the department.

# FORT BEND COUNTY

COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

AGENDA ITE

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2/24/04 DATE SUBMITTED: SUBMITTED BY: P. BATTS (AGENDA COORDINATOR) AGENDA ENGINEERING (043) DEPARTMENT: COURT AGENDA DATE: PHONE NO.: (281) 633-7507 3/2/04 TAKE ALL APPROPRIATE ACTION TO APPROVE THE ADVANCE FUNDING AGREEMENT BETWEEN FORT BEND SUMMARY OF ITEM: AND TXDOT REGARDING US59:0.354 MI S.OF UNIVERSITY BLVD. TO 0.344 MI N. OF FM 2759/SH99, PCTS. 1&4. (FUND: 230-043-4301-7827) Yes() No ( ) RENEWAL CONTRACT/AGREEMENT: LIST SUPPORTING DOCUMENTS ATTACHED:

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

Original Form Submitted with back up to County Judge's Office: (xx) ( \( \sqrt{x} \) when completed) CC with back up: (XX) Auditor (281-341-3774) (xx) Comm. Pct. 1 (281-342-0587) (281-344-3954) (xx) Comm. Pct. 2 (281-403-8009) (XX) Budget Officer (XX) County Attorney (281-341-4557) (xx) Comm. Pct. 3 (281-242-9060) (281-341-8642) (xxx) Comm. Pct. 4 (281-980-9077) (XX) Purchasing Agent (XX) County Clerk (281-341-8697)

#### Instructions for submitting an Agenda Request:

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

Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to 2. the departments listed above.

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

RECOMMENDATION / ACTION REQUESTED:

J.8-C

laremento dent to

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

February 17, 2004

CONTACT: PLAN REVIEW

BY CERTIFIED MAIL P 7003 1680 0000 4930 3745

Fort Bend County CSJ 0027-12-062, etc. US 59: 0.354 Mi S of University Blvd to 0.344 Mi N of FM 2759/SH 99

Mr. D. Jesse Hegemier, P.E. County Engineer Fort Bend County Engineering Department 1124 Blume Road Rosenberg, Texas 77471-1449

Dear Mr. Hegemier:

Attached for your review and approval are two unexecuted counterparts of an advance funding agreement for the subject project. This agreement is for Fort Bend County's (County) to facilitate the implementation of the Project. The County's contribution to the project is \$1,500,000.

We request that you review this agreement and that you provide us with any comments that you may have by March 24, 2004. Should you have no comments, please have the agreement executed on behalf of the County and return the agreement to us for execution by the State.

If you should have any questions concerning this matter, please contact Ms. Darlene D. Taylor of this office at (713) 802-5864.

Sincerely,

Rajk. Szol Raj K. Syal, P.E.

Director of Plan Review

Houston District

DDT

Attachments

cc: Ms. Darlene D. Taylor

Mr. John Elam, P.E.

Mr. Larry Blackburn, P.E.

Mr. James W. Koch, P.E.

Mr. Gabriel Y. Johnson, P.E.

CSJ: 0027-12-062

Project No.: NH 2004(368)

County: Fort Bend

Location: US 59: 0.354 Mi S. of

University Blvd. to 0.678 Mi N of SH 6

CSJ: 0027-12-110

Project No.: NH 2004(368)

County: Fort Bend

Location: US 59: 0.344 Mi E of

2759/SH 99 to 0.354 Mi S. of University Blvd.

# ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Fort Bend County, acting by and through its duly authorized officers, hereinafter called the Local Government.

#### WITNESSETH

WHEREAS, Transportation Code, Chapter 201 and Transportation Code, Chapter 221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Commission Minute Order Number 108653 and 108410 authorize the State to undertake and complete a highway improvement generally described as the reconstruction and widening of US 59 to eight and ten lanes with a 2-way high occupancy vehicle lane and two and three lanes of frontage road; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by contributing to the Project in order to facilitate the implementation of the Project; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State:

Voluntary AFA 0027-12-062, etc.

Page 1 of 5

2/17/2004

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

#### **AGREEMENT**

#### **Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

#### Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

#### **Article 3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work. The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

#### Article 4. Responsibilities of the Parties

The Local Government acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

# Article 5. Document and Information Exchange

Not Applicable.

#### Article 6. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

#### Article 7. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor

Voluntary AFA 0027-12-062, etc.

Page 2 of 5

2/17/2004

performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

#### Article 8. Increased Costs

Not Applicable.

#### Article 9. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

#### Article 10. Termination

This agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein;
- by the State if it determines that the performance of the Project is not in the best interest of the State.
- A. If the Local Government withdraws from the Project after the agreement is executed, it shall be responsible for the cost specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract.
- B. In the event the Project is not constructed, the Local Government may seek reimbursement from the State of the contributed funds.
- C. Termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State under this agreement.

#### Article 11. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

#### Local Government:

Mr. D. Jesse Hegemeir, P.E.
County Engineer
Fort Bend County Engineering Dept.
1124 Blume Road
Rosenberg, Texas 77471-1449

#### State:

Mr. Gary K. Trietsch, P.E.
District Engineer
Texas Department of Transportation
P. O. Box 1386
Houston, Texas 77251-1386 or

Voluntary AFA 0027-12-062, etc.

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2/17/2004

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

#### Article 12. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

#### Article 13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

#### Article 14. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

#### **Article 15. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

#### THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By	Date
District Engineer	

#### THE LOCAL GOVERNMENT

FORT BENE COUNTY				
By Koleus Helien	Date3/2/2004			
Typed or Printed Name and Title _	Robert E. Hebert, County Judge			
9				
-ATTEST:				
Drulson_				
Dianne Wilson, Ph.D., County Cl	lerk			

CSJ: 0027-12-062

Project No.: NH 2004(368)

County: Fort Bend

Location: US 59: 0.354 Mi S. of

University Blvd. to 0.678 Mi N of SH 6

CSJ: 0027-12-110

Project No.: NH 2004(368)

County: Fort Bend

Location: US 59: 0.344 Mi E of

2759/SH 99 to 0.354 Mi S. of University Blvd.

# Attachment A Payment Provision and Work Responsibilities

#### **Description of the Cost of the Items of Work**

The State shall be responsible for the development and the reconstruction of US 59.

All work shall be in accordance with the State Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges which is incorporated herein by reference.

The Local Government's participation in this Project is to supplement project funding to facilitate the implementation of the Project. The Local Government's contribution to this Project is \$1,500,000.

#### **Schedule of Payments**

Upon final execution of this agreement, the Local Government will remit a check or warrant (one payment) made payable to the Texas Department of Transportation in the amount of \$1,500,000, to be used as contribution toward construction of the proposed Project.

#### **Actual Cost Agreement**

The Local Government will contribute a fixed sum, in the amount of \$1,500,000 as financial incentive, toward the construction of the Project.

Voluntary AFA 0027-12-062, etc.

Page 1 of 1

2/17/2004

RECORDED ON 3-8-04
IN THE COMMISSIONER COURT
MINUTES OF 3-2-04

# FORT BEND COUNTY

# COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

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2/25/04

SUBMITTED BY: P. BATTS (AGENDA COORDINATOR) AGENDA

ENGINEERING (043) DEPARTMENT:

# 24 B

COURT AGENDA DATE:

3/2/04

PHONE NO.:

(281) 633-7507

**AGENDA ITEM** 

SUMMARY OF ITEM:

TALE ALL APPROPRIATE ACTION TO APPROVE THE PROPOSAL BETWEEN FORT BEND COUNTY AND PATE ENGINEERS FOR THE PROPOSAL TO PERFORM PROPESSIONAL ENGINEERING AND SURVEYING SERVICES

REGARDING THE FORT BEND COUNTY PARKS RIDE, PCT.1.

#### (FUND NOT DETERMINED AT THIS TIME)

RENEWAL CONTRACT/AGREEMENT:

Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

tt 25 25 2014

#### 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: (xx) ( \( \sim \) when completed)

CC with back up:

(XX) Auditor (XX) Budget Officer

(281-341-3774)

(xx) Comm. Pct, 1

(281-342-0587) (281-403-8009)

(XX) County Attorney

(281-344-3954) (281-341-4557)

(xx) Comm. Pct. 2 (xx) Comm. Pct. 3

(281-242-9060)

(XX) Purchasing Agent (XX) County Clerk

(281-341-8642) (281-341-8697)

(xxx) Comm. Pct. 4

(281-980-9077)

#### Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

# PATE **S** ENGINEERS

February 24, 2004

Mr. Ron Drachenberg, P.E. Fort Bend County Engineering Department P.O. Box 1449 Rosenberg, Texas 77471

Reference:

Proposal to Perform Professional Engineering and Surveying Services

Fort Bend County Park and Ride

Rosenberg, Texas

Dear Mr. Drachenberg:

Pate Engineers, Inc. (PATE) is pleased to present our proposal to perform professional engineering and surveying services in connection with the above-referenced project. Specifically, our services will include the following items:

#### **SURVEY**

- 1. Perform a project control and boundary verification survey, including a reference tie to Texas State Plane Coordinate System, as required for submittal of a subdivision plat to the City of Rosenberg. Also includes location of the adjoining State Highway(SH) 36, Fairgrounds Road and North Fairgrounds Road rights-of-way.
- 2. Perform a Topographic Survey of the proposed site on a 200' grid, with 100' cross-sections of the adjoining rights-of-way as required for design of grading, paving, and drainage. Establish project benchmarks for use during construction.

#### GEOTECHNICAL

3. Provide geotechnical engineering services through a sub-consultant to perform soil borings, laboratory testing and geotechnical report for the parking area, boulevard and widening of SH 36 to include: site reconnaissance and utility clearance coordination; 4 borings to 10' depth and 8 borings to 5' depth; geotechnical laboratory testing; report with recommendations for pavements and foundation for bus shelter. These services do not include testing during construction.

Fort Bend County Engineering Department February 24, 2004 Page 2 of 5

#### **PLAT**

4. Prepare a subdivision Plat, with right-of-way dedication, and submit to the City of Rosenberg for review and approval. Submit approved final plat for recordation. The plat submittal and recordation package must include a current (30 days) Title Report and tax certificates that will be provided by the owner.

#### SITE DESIGN SERVICES

- 5. Prepare "one-line" drawings (pencil on paper) of the proposed design (paving, drainage, water, planting and electrical) based on the preliminary engineering report for review with you and the other agencies. These drawings are to be used to coordinate final layout of parking areas, street pavements, drainage improvements, lighting, landscaping and irrigation improvements, and other design elements.
- 6. Update Preliminary Construction Cost Estimate.
- 7. Attend meetings to review design concepts and provide services to respond to site design review comments.
- 8. Upon receipt of preliminary review comments PATE will prepare final site civil design drawings for submittal to Fort Bend County Engineering Department, City of Rosenberg, and for submittal to the State of Texas for Accessibility Standards review. These drawings will include: a Site Dimension Control Plan, a Site Utility Plan, a Site Drainage Plan, a Site Grading Plan and a Notes and Details Sheet.
  - \*Note Changes to the approved site plan subsequent to initiation of the final civil drawings may result in additional costs. Pate shall not be responsible for obtaining construction permits from jurisdictional agencies.
- 9. Prepare construction drawings and specifications for a boulevard re-alignment of North Fairgrounds Road with road side ditch connection to Seaborne Creek for review and acceptance as a public street by the City of Rosenberg or Fort Bend County.
- 10. Prepare Storm Water Pollution Prevention Plan written documents for required submittals by the owner and/or contractor.
- 11. Prepare Construction Specifications in CSI format. (Fort Bend County to provide "Front-end Documents)

Fort Bend County Engineering Department February 24, 2004 Page 3 of 5

- 12. Prepare Final Construction Cost Estimate.
- 13. Provide electrical engineering services through a sub-consultant to prepare drawings and specifications for site electrical / lighting for the parking area and electrical service for the traffic signal at SH 36.

#### PUBLIC WORKS PLANS AND DOCUMENTS (TxDOT R.O.W.)

14. Prepare construction drawings and specifications of proposed improvements in the SH 36 right-of-way for review and approval by the Texas Department of Transportation (TxDOT). These improvements will include: the intersection of SH 36 and the proposed re-alignment of North Fairgrounds Road; a traffic signal for this intersection; a right turn deceleration lane from SH36; a left turn lane added to the center of SH 36; widening of the east side of SH 36 to accommodate the left turn lane; and modification of paving markings and demolition of a portion of the existing Fairgrounds Road at its intersection with SH 36. These drawings will include: a Traffic Signal Layout, Signal Elevations, Signing and Pavement Marking Layout Sheets, Paving Modification Sheets, and Standard TxDOT Details and Notes.

#### **CONSTRUCTION PHASE SERVICES:**

- 15. Provide Bid phase services including preparation of contract documents and bid package, coordinate pre-bid meeting, prepare bid tabulation, recommend award, and coordinate pre-construction meeting.
- 16. Provide engineering support services during construction to include review of shop drawings and resolution of questions (RFI's) from the contractor on site civil issues.
- 17. Process contractor's submittals, pay estimates, lab reports and invoices, coordinate construction meetings and process change orders.
- 18. Prepare final inspection package and report, review final contractor pay request, coordinate final inspection and acceptance of the work, coordinate warranty inspection at end of one-year warranty period.
- 19. Provide construction observation services with progress reports based on no more than 5 visits per week for an estimated 16 week construction period, as well as attendance at the preconstruction meeting and final inspections described above.

Fort Bend County Engineering Department February 24, 2004 Page 4 of 5

Note: Pate Engineers will not be responsible for the contractor's means or methods of construction. Only the contractor is responsible for his means and methods.

#### COMPENSATION

We propose compensation for the items described above for the following lump sum fees:

Engineering	Services			
Items 5-12	tems 5-12 Site Design Services			
Item 13	Electrical Engineering Services	\$ 5,000		
Item 14	Public Works Plans (TxDOT)	\$ 31,800		
Item 15-18	em 15-18 Construction Phase Services*			
SUBT	\$104,100			
Additional Se	ervices			
Item 1	Project Control Survey	\$ 7,000		
Item 2	em 2 Topographic Survey			
Item 3	tem 3 Geotechnical Services			
Item 4	Item 4 Plat			
Item 19	\$ 25,000			
SUBT	\$ 49,500			
TOTAL PROPOSED FEES \$153,60				

In addition, we will invoice monthly, at our direct cost, for certain out-of-pocket expenses including but not limited to reproduction, deliveries, travel and sales taxes. A preliminary estimate of these expenses is provided below:

Land Plan application fee	\$	200
Preliminary Plat application fee	\$	700
Final Plat application fee	\$	400
Plat recordation fee	\$	200
Advertisement expense for bidding	\$	200
Mileage	\$ :	1,500
Title Report Updates		1,000
Reproduction and deliveries	\$ 2	2,000
TOTAL ESTIMATED EXPENSES	\$ 6	5,200

Fort Bend County Engineering Department February 24, 2004 Page 5 of 5

Any other fees required by public agencies for utility capacity commitments, permit reviews, permits, impact fees or other similar expenses will be paid directly by you. These services will be invoiced monthly based on progress reported by us, subject to your verification. Payment of our invoices is due in our office within thirty (30) days of invoice date.

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. Please countersign this proposal below to indicate agreement with its terms. If you have any questions, please contact Craig Carpenter at 713-462-3178.

Sincerely, PATE ENGINEERS, INC.	•
Craig Corpent	Bold. Boog
Craig L. Carpenter	Bob D. Boozer, P.E.
Project Manager, Site Development Services	Director, Site Development Services
Approved:	Date:
Fort Bend County Engineer	

U:\PROPOSALS\Draft\Ft Bend Park n Ride-prop.doc

AGENDA ITEM

# FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

25A

DATE SUBMITTED:

02/26/04 DEPT SUBMITTED BY:

HUMAN RESOURCES DEPT.

DEPT. PHONE NUMBER: 281.341.8631

COURT AGENDA DATE:

03/02/04 AGENDA ITEM #:

SUMMARY OF ITEM:

Discuss and take all appropriate action to ratify Salary Administration Plan appeals approved by Human Resources and agreed to by the requesting departments.

RENEWAL CONTRACT / AGREEMENT: Yes ()

No (X)

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

Object Agcy.

N/A

()

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

CC with back up-

MILL DECA	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:

Completely fill out agenda form. Incomplete forms will not be processed.

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:

Ratify Salary Administration Plan appeals approved by Human Resources and agreed to by the requesting departments.

## **MEMORANDUM**

TO:

Robert Hebert, County Judge

Thomas Stavinoha, Commissioner, Precinct 1 Grady Prestage, Commissioner, Precinct 2 W.A. "Andy" Meyers, Commissioner, Precinct 3 James Patterson, Commissioner, Precinct 4

cc:

J.C. Whitten, Director of Administrative Services

Jill Dufour, Compensation Assistant

FROM:

Thomas M. Anderson, JD, SPHR, Director of Human Resources

SUBJECT:

Salary Administration Plan Appeal Agreements - March 2, 2004

**Commissioners Court Agenda** 

DATE:

February 26, 2004

As a result of late agreements (after the agenda was posted), Human Resources and the requesting departments were able to come to agreement on the following positions, and should be approved by Commissioners Court on March 2, 2004:

**Sheriff's Office**: <u>Communications Systems Specialist</u> – Will be moved to Professional/Management policy group, Grade 10.

Juvenile Probation: Cook - Appealed, but no change will be made.

TMA/jd

## AGENDA ITEM

## FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

25B

DATE SUBMITTED:

02/25/04

DEPT. SUBMITTED BY:

HUMAN RESOURCES DEPT.

DEPT. PHONE NUMBER:

281.341.8631

COURT AGENDA DATE:

03/02/04

AGENDA ITEM #:

SUMMARY OF ITEM:

Discuss and take all appropriate action on approved appeal's effective date and salary levels.

RENEWAL CONTRACT / AGREEMENT: Yes ()

No (X)

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

Agcy.

Object

N/A

()

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

CC with back up:

(281-341-3774) Yes (X) Auditor (281-344-3954) Yes (X) Budget Officer (281-341-4557) Yes (X) County Attorney

Yes (X) Comm. Pct. 2 (281-403-8009) Yes (X) Comm. Pct. 3 (281-242-9060)

Yes ( ) Purchasing Agent (281-341-8642) Yes (X) County Clerk (281-341-8697)

Yes (X) Comm. Pct. 4 (281-980-9077)

Yes (X) Comm. Pct. 1 (281-342-0587)

Instructions for submitting an Agenda Request:

Completely fill out agenda form. Incomplete forms will not be processed. 1.

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:

Take all appropriate action on approved appeal's effective date and salary levels.



Dept	Position	Title	Current	Changes Approved	Group	2.1% raise	Current Grade	Hay Study &	Grade	Result of	Nearest	Increase in #2
			Group			as of 10/1		step correct.	Ì	grade	step upward	to #4
						#1		As of 1/3 #2		appeals approved	(no loss from 1/3)	
			ĺ			\		#2		2/14 <b>#3</b>	# <b>4</b>	
002	002-0056	Bookkeeper	A/C	Grade	AVC	1005.185	7	1026.22	8	1024.79	1048.88	22.66
015	015-0002	ProbateAud	A/C	Policy Group/FLSA/Grade	РМ	1556.831	11	1568.8	10	1564.21	1600.76	31.96
0270	027-0061	CommSysSpe	A/C	Policy Group/FLSA/Grade	Р/М	1659.196	9	1659.196	10	1676.94	1676.94	17.744
027C	027-0067	DetOffCiv	LE	Policy Group	A/C	975.34	7	984.9	7	979.62	1002.65	17.75
027C	027-0222	DetOffCiv	LE	Policy Group	A/C	1123.09	7	1132.14	7	1126.02	1152.51	20.37
027C	027-0223	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0225	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0226	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
<b>02</b> 7C	027-0227	DetOffCiv	LE	Policy Group	AVC	1086.16	7	1106.12	7	1100.32	1126.02	19.9
027C	027-0228	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0229	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0230	DetOffCiv	LE	Policy Group	A/C	1049.22	7	1055.87	7	1050.35	1075.04	19.17
027C	027-0233	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0234	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0235	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0240	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0241	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0242	DetOffCiv	LE	Policy Group	A/C	1012.26	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0252	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0253	DetOffCiv	LE	Policy Group	A/C	1123.09	7	1132.14	7	1126.02	1152.51	20.37
027C	027-0255	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0256	DetOffCiv	LE	Policy Group	A/C	975.34	7	984.9	7	979.62	1002.65	17.75
<b>027</b> C	027-0259	DetOffCiv	LE	Policy Group	A/C	984.9	7	984.9	7	1002.65	1002.65	17.75
<b>027</b> C	027-0260	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0261	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0262	DetOffCiv	LE	Policy Group	A/C	1086.16	7	1106.12	7	1100.32	1126.02	19.9
027C	027-0263	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0264	DetOffCiv	LE	Policy Group	A/C	975.34	7	984.9	7	979.62	1002.65	17.75
027C	027-0265	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0266	DetOffCiv	LE :	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0268	DetOffCiv	LE	Policy Group	A/C	1160.019	7	1186.35	7	1179.61	1207.36	21.01
027C	027-0269	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0270	DetOffCiv	LE	Policy Group	A/C	876.87	7	876.87	7	957.12	957.12	80.25
027C	027-0272	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	102 <del>6</del> .22	1050.35	18.74
027C	027-0273	DetOffCiv	LE	Policy Group	AVC	984.9	7 ge 1	984.9	7	1002.65	1002.65	17.75

Dept	Position	Title	Current	Changes Approved	Group	2.1% raise	Current Grac	Hay Study &	Grade	Result of	Nearest	Increase in #2
			Group			as of 10/1	1	step correct	!	grade	step upward	to #4
			1			#1		As of 1/3 #2	Ì	appeals approved	(no loss from 1/3)	
								T.		2/14 <b>#3</b>	#4	
027C	027-0274	DetOffCiv	LE	Policy Group	AC	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0276	DetOffCiv	LE	Policy Group	A/C	1086.16	7	1106.12	7	1100.32	1126.02	19.9
027C	027-0277	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0303	DetOffCiv	LE	Policy Group	A/C	897.48	7	897.48	7	957.12	957.12	59.64
<b>02</b> 7C	027-0304	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0306	DetOffCiv	LE	Policy Group	A/C	1086.18	7	1106.12	7	1100.32	1126.02	19.9
027C	027-0307	DetOffCiv	LE	Policy Group	A/C	1123.09	7	1132.14	7	1126.02	1152.51	20.37
027A	027-0309	InvestExam	P/M	Grade/Policy Group	LE	1477.673	10	1493.18	11	1514.85	1514.85	21.67
027C	027-0312	DetOffCiv	LE	Policy Group	A/C	1123.09	7	1132.14	7	1126.02	1152.51	20.37
027C	027-0313	DetOffCiv	LE	Policy Group	A/C	876.87	7	876.87	7	957.12	957.12	80.25
027C	027-0314	DetOffCiv	LE	Policy Group	A/C	1049.22	7	1055.87	7	1050.35	1075.04	19.17
027C	027-0315	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0316	DetOffCiv	LE	Policy Group	A/C	975.34	7	984.9	7	979.62	1002.65	17.75
027D	027-0317	CommSysSpe	A/C	Policy Group/FLSA/Grade	P/M	1352.059	9	1355.67	10	1360.64	1360.64	4.97
<b>027</b> D	027-0323	CommSysSpe	A/C	Policy Group/FLSA/Grade	P/M	1608.004	9	1608.004	10	1638.41	1638.41	30.406
027C	027-0329	DetOffCiv	LE	Policy Group	AVC	876.87	7	876.87	7	957.12	957.12	80.25
027C	027-0331	DetOffCiv	LE	Policy Group	A/C	1123.09	7	1132.14	7	1126.02	1152.51	20.37
027C	027-0332	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0334	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0335	DetOffCiv	LE	Policy Group	A/C	1132.14	7	1132.14	7	1152.51	1152.51	20.37
027C	027-0336	DetOffCiv	LE	Policy Group	AVC	1123.09	7	1132.14	7	1126.02	1152.51	20.37
027C	027-0338	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0339	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0340	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0341	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0342	DetOffCiv	LE	Policy Group	A/C	876.87	7	876.87	7	957.12	957.12	80.25
027C	027-0343	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0386	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0388	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0389	DetOffCiv	LE	Policy Group	A/C	975.372	7	984.9	7	979.62	1002.65	17.75
027C	027-0390	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0392	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0393	DetOffCiv	LE	Policy Group	A/C	975.34	7	984.9	7	979.62	1002.65	17.75
027C	027-0394	DetOffCiv	LE	Policy Group	A/C	1012.281	7	1031.61	7	1026.22	1050.35	18.74
027C	027-0470	DetOffCiv	LE	Policy Group	A/C	975.34	7 ge 2	984.9	7	979.62	1002.65	17.75

## Appeal Changes 2-24-04

Dept	Position	Title	Current	Changes Approved	Group	2.1% raise	Current Grade	ria, Ciad, a	Grade	Result of	Nearest	Increase in #2
			0.00		1	as of 10/1		step correct.		grade	step upward	to #4
		i I				#1	<u> </u>	As of 1/3		appeals	(no loss	
	i		1	1			}	#2		approved	from 1/3)	
										2/14 #3	#4	; 1
027C	027-0471	DetOffCiv	LE	Policy Group	A/C	975.34	7	984.9	7	979.62	1002.65	17.75
030T	030-0037	CommTech	A/C	Policy Group/FLSA	PM	1211.85	6	1211.85	9	1236.55	1236.55	24.7
030T	030-0110	CommTech	A/C	Grade	A/C	1128.74	6	1129.9	8	1151.05	1151.05	21.15
031	031-0006	Reception	A/C	Grade	A/C	1011.78	4	1018.96	5	1034.44	1034.44	15.48
032	032-0007	AdminAsst	A/C	Grade	A/C	1211.069	6	1211.85	8	1233.99	1233.99	22.14
034	034-0024	Office Mgr	A/C	Policy Group/FLSA	P/M	1556.831	9	1556.831	9	1560.33	1560.33	3.499
037	037-0007	KennelOff	A/C	Policy Group	РН	738.357	2	752.14	2	751.89	769.57	17.43
037	037-0008	KennelOff	A/C	Policy Group	PH	768.588	2	769.82	2	769.57	787.66	17.84
040	040-0002	Clerk III	A/C	Grade	A/C	1252.236	7	1264.82	. 8	1263.01	1292.72	27.9
055	055-0003	ProbateAud	A/C	Policy Group/FLSA/Grade	P/M	1556.831	11	1568.8	10	1564.21	1600.76	31.96
056	056-0003	ProbateAud	A/C	Policy Group/FLSA/Grade	P/M	1556.831	11	1568.8	10	1564.21	1600.76	31.96
057	057-0003	ProbateAud	A/C	Policy Group/FLSA/Grade	P/M	1556.831	11	1568.8	10	1564.21	1600.76	31.96
089	089-0007	BioterEpid	PH	Grade	PH	1812.275	13	1908.43	11	1837.11	1924.25	15.82
Tota	l addition	nal bi-weekl	ly salary	cost between January	3 restr	ucture and ne	w appeals	· · · · · · · · · · · · · · · · · · ·				1891.709
Tota	l annual	additional o	cost	T				T				49,373.63

P. 05

AGENDA ITEM

250

## FORT BEND COUNTY COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED:

02/25/04

DEPT. SUBMITTED BY:

HUMAN RESOURCES DEPT.

DEPT. PHONE NUMBER: 281.341.8631

AGENDA ITEM #: \_\_

03/02/04 COURT AGENDA DATE:

SUMMARY OF ITEM:

Discuss and take all appropriate action on Salary Administration Plan appeals for which no agreement between Human Resources and the requesting departments were reached.

RENEWAL CONTRACT / AGREEMENT: Yes ()

No (X)

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

\_Agcy. \_\_\_\_Object \_\_

N/A \_\_\_\_

()

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

CC with back up:

Yes (X) Auditor (281-344-3954) Yes (X) Budget Officer Yes (X) County Attorney (281-341-4557) Yes ( ) Purchasing Agent (281-341-8642) 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)

Yes (X) County Clerk

(281-341-8697)

(281-341-3774)

Instructions for submitting an Agenda Request:

Completely fill out agenda form. Incomplete forms will not be processed.

Fax or inter-office copies of agenda form with all back up information by Wednesday, 2:00 p.m. to the 2. departments listed above.

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

## RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action on Salary Administration Plan appeals for which no agreement between Human Resources and the requesting departments were reached.

## SALARY ADMINISTRATION PLAN APPEALS Fort Bend County March 2, 2004 COMMISSIONERS COURT DECISIONS

DEPT. NO	DEPT. NO. DEPARTMENT	JOB TITLE	Position HAY STUDY Number GRADE	AY STUDY GRADE	POLICY GROUP	DEPT MGR GRADE REQUEST	DEPT MGR HR GRADE REQUESI Recommendation	APPROVED	DENIED
071	Commissioner Pct. 1	Staff Director	071-0004	11	Mgmt/Prof	12	No Change	Pulled from Agenda	Pulled from Agenda
101	Community Development Proj. Coordinaator - Fiscal	Proj. Coordinaator - Fiscal Affairs	101-0009	10	Mgmt/Prof	1	No Change	Grade 11 Mgmt/Prof	
83	Engineering	Permit Administrator	043-0015	6	Admin/Clerical	10	No Change	Grade 10 Admin/Clerical	4. Villament 14 mg 17 mg 18 mg 17/18
023	Constable Pct. 1	Administrative Secretary	023-0010	7	Admin/Clerical	<b>&amp;</b>	No Change	Pulled from Agenda	Pulled from Agenda
003	Tax Assessor/Collector	Automobile Director	003-0011	13	Mgmt/Prof	15	41	Grade 14 Mgmt/Prof	
003	Tax Assessor/Collector	Tax Director	003-0014	13	Mgmt/Prof	15	41	Grade 14 Mgmt/Prof	
903	Tax Assessor/Collector	Accounting Manager	003-0035	1	Mgmt/Prof	14	No Change		No Action
903	Tax Assessor/Collector	Division Supervisor	Multi	10	Mgmt/Prof	13	No Change		No Action
903	Tax Assessor/Collector	Asst. Division Supervisor	Multi	6	Mgmt/Prof	12	No Change		No Action
003	Tax Assessor/Collector	Accounting Assistant	Multi	6	Admim/Clerical	12	No Change		No Action
003	Tax Assessor/Collector	Department Coordinator	Multi	80	Admin/Clerical	11	No Change	- V - V	No Action
803	Tax Assessor/Collector	Clerk Specialist	Multi	80	Admin/Clerical	6	No Change		No Action
003	Tax Assessor/Collector	Clerk III	Multi	7	Admin/Clerical	80	No Change	The state of the s	No Action
803	Tax Assessor/Collector	Administrative Assistant	003-0033	8	Admin/Clerical	6	No Change		No Action
620	Administrative Services	Director	079-0001	9	Mgmt/Prof	18	N/A		No Action
079	Administrative Services	Administrative Manager	079-0002	12	Mgmt/Prof	13	NA		No Action
000	Human Resources	HR Assistant - Recruiting	007-0005	80	Admin/Clerical	6	N/A	A STATE OF THE STA	No Action

## FORT BEND COUNTY

## COMMISSIONERS COURT AGENDA REQUEST FORM

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

26 A

DATE SUBMITTED: 2/25/2004

**COURT AGENDA DATE: 3/2/2004** 

SUBMITTED BY: Judge Gary Fredrickson

DEPARTMENT: #20 Justice of the Peace, Pct. 1-1

PHONE NO.: 281-342-7807 or 979-793-3403

SUMMARY OF ITEM: Approve a transfer of \$9,200.00 from contingency into 010-020-0200-0201 -Temporary Part-time,

\$977.00 into 0400 Retirement, \$704.00 into 0300 Social Security and \$83.00 into 0600 Workers Comp. **Total transfer \$10,964.00** 

RENEWAL CONTRACT/AGREEMENT:

Yca ( ) No (\*)

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

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

**(Y)** One Time

Funding Source;

Recurring (N)

Fund Agency

Object

0

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

N/A

CC with back up:

yes (✓ )Auditor (281-341-3774) (281-344-3954) yes ( 🗹)Budget Officer

yes (✓)Comm. Pct. 1 yes ( ✓)Comm. Pct. 2 (281-342-0587)

yes ( ✓) County Attorney (281-341-4557)

yes ( ✓)Comm. Pct. 3

(281-403-8009)

yes ( ✓)Purchasing Agent (281-341-8642)

yes (✓)Comm. Pct. 4

(281-242-9060)

yes ( ) County Clerk

(281-341-8697)

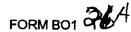
(281-980-9077)

Instructions for submitting an Agenda Request:

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

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

RECOMMENDATION / ACTION REQUESTED:



## IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

On this the	2nd	_day of _	<u>March</u> ,	2004	, the Commissioners' Court	, with the following member	rs being present:
			Robert E. Heb	art	- County Judge		
			Tom Stavinol		- Commissioner Pred	ninct #1	
			Grady Presta		- Commissioner Pred		
			Andy Meyer	_	- Commissioner Pred		
			James Patters		- Commissioner Pred		
The following	ng prod	ceedings v	vere had, to-writ	,			
THAT WHER Fort Bend Cour	-		on September 9, 2	2003, the	Court heard and approved the	ne budget for the year 200	4 for
•			•		urt has transferred an existing total of the budget.	ng budget surplus to a bud	get
The following	transfe	ers to said b	udget are hereby a	authorized	l:		
Department i	Name:	Just	ice of the F	Peace	1-1 Department #:	02	0
TRANSFER	TO:						
LI	NE-ITE	M NAME			NUMBER	AMOU	NT
Temporary	Part-	-Time			0201	\$9,200	
Retirement	ł .				0400	\$977	<del></del>
Social Sec	urity		<del></del>		0300	\$704	
Workers C		nsation			0600	\$83	
	'		TOTA	L TRAI	NSFERRED TO: \$		\$10,964
TRANSFE	R FR	OM:					
Non-Depar							
Contingen				010-	045-0450-4040		\$10,964
Contangon			<del></del>				<b>\$10,00</b>
<del> </del>			TOTAL T	RANSF	ERRED FROM: \$		\$10,964
EXPLANA"	TION:	Additio	nal funds ne	eded fo	or part-time employe	e utilized to assist	with
					Court System.		
							<u> </u>
							• • • • • • • • • • • • • • • • • • • •
				-			<del></del>
Department F	lead:	Ka	rendo	apl	<u> </u>	27-Feb-04	
				$\bigcirc$			
THE COUNT	YOF	ORT BEI	ND /	<u>USE</u>	WHOLE DOLLARS	ONLY	
BY:	Obert E	Hebert, Co	petur	<del></del>			

979 793 3651;





## **JUSTICE COURT, PRECINCT 1 - PLACE 1**

26 A+B

Fort Bend County Texas

Judge Gary "Ike" Fredrickson
Justice of the Peace

(979) 793-3403 (281) 342-7807 Fax (979) 793-3651

February 25, 2004

Judge Bob Hebert Fort Bend County Judge

Re: Commissioner Court Agenda Items for March 2, 2004

Dear Judge Hebert:

I am writing this letter to explain the need for the three (3) items I have placed on the Commissioner Court Agenda for March2, 2004.

The first item is self-explanatory. I have received invoices for an autopsy performed in 2003, but not invoiced until 2004. I must receive court approval for payment by invoice transmittal.

The second request is to resolve an ongoing problem in my office. I constantly receive complaints from defendants, county employees and officials that are unable to reach my office due to busy telephone lines. I have had two (2) phone lines for the past twenty (20) years. During this time the number of calls to this office have increased tremendously. It is no longer feasible to have only two lines. I have discussed this problem with Wes Sopchak of Telecommunications. We discussed the options of a 342 metro line or a local 793 line. There was a large price difference between the two choices. The metro line would cost a total of

\$3,280.00, in comparison to the local line at \$660.00. I am requesting the courts permission to obtain the two local lines. The two lines will have rollover capability and not be published. This should resolve the problem of constant busy phone lines.

The final request I have submitted is for additional part-time money. During the budget process, I agreed to reduce the part-time request. At that time I was not aware of the date my office was to begin implementation of the ACS Program. Once implementation began it was evident that we would not accomplish the task without working overtime or utilizing a part-time employee. I do not agree with working overtime. I feel the forty (40) hour week is enough and anything over that causes undo stress and fatigue. I chose to utilize the part-time employee. We are still running

AS PER ORIGINAL

parallel with Q & A and the ACS System, which involves double entry. I don't have a definite date as to when we will only be using ACS. At this time, we are waiting on the completion of a report we submitted in September 2002 from MIS.

It is very time consuming to work in both systems. In addition, to the ACS system, Lamar Consolidated Independent School District has currently filed 175 truancy cases during a five (5) month period. During last school year, a ten (10) period they filed 261 truancy cases. As you can see, in a five (5) month period we are already at sixty-eight percent of the number of cases filed last school year. It is very important to the operation of my office that the court grants this request.

If you have any questions, please contact me at the above numbers.

Respectfully,

Judge Gary Fredrickson

Justice of the Peace, Pct. 1 - Place 1

Cc: Ed Sturdivent, County Auditor
James Edwards, Budget Officer
"Bud" Childers, County Attorney
Gilbert Jalomo, Purchasing Agent
Dr. Dianne Wilson, County Clerk
Tom Stavinoha, Commissioner Pct. 1
Grady Prestage, Commissioner Pct. 2
Andy Meyers, Commissioner Pct. 3
James Patterson, Commissioner, Pct. 4

## FORT BEND COUNTY

## COMMISSIONERS COURT AGENDA REQUEST FORM

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

26B

DATE SUBMITTED: 2/25/2084

SUBMITTED BY: Judge Gary Fredrickson

DEPARTMENT: #20 Justice of the Peace, Pct. 1-1

COURT AGENDA DATE: 3/2/2004 PHONE NO.: 281-342-7807 or 979-793-3403

SUMMARY OF ITEM: Approve a transfer of \$ 660.00 from contingency into 010-020-0200-2000 -Utilities to cover two additional phone lines (793 exchange). This will fund the monthly fee, installation and the ability for

lines to roll to the next vacant line.

RENEWAL CONTRACT/AGREEMENT:

Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

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

One Time **(Y)** 

Funding Source:

Recurring (N)

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)

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yes (✓)Comm. Pct. 4

(281-980-9077)

yes (✓)County Clerk

(281-341-8697)

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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:** 

## FORM BO1

## IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

On this the Znd day of	march , 200	the Commissioners Coul	t, with the following members b	eing present:
	Robert E. Hebert	- County Judge		
	Tom Stavinoha	- Commissioner Pre	cinct #1	
	Grady Prestage	<ul> <li>Commissioner Pre</li> </ul>	cinct #2	
	Andy Meyers	<ul> <li>Commissioner Pre</li> </ul>	cinct #3	
	James Patterson	<ul> <li>Commissioner Pre</li> </ul>	ecinct #4	
The following proceeding	ıs were had, to-wτit,			
THAT WHEREAS, theretofo Fort Bend County; and	re, on September 9, 2003, t	he Court heard and approved t	the budget for the year 2004 for	-
WHEREAS, on proper applic of a similar kind and fund. The	•		ing budget surplus to a budget	
The following transfers to sai	d budget are hereby authori	zed:		
Department Name: Ju	stice of the Peac	Ce 1-1 Department #:	020_	
TRANSFER TO:				
LINE-ITEM NAM	E	NUMBER	AMOUNT	
Utilities		0200	\$660	
<del></del>	<del>"</del>			
<u> </u>	TOTAL TE	ANSFERRED TO: \$	-	\$660
TRANSFER FROM:	TOTALTI	ANOI LINILD TO.		#000
Non-Departmental		0-045-0450-4040		<b>P660</b>
Contingency		0-043-0430-4040		\$660
		· · · · · · · · · · · · · · · · · · ·		<del></del>
	TOTAL TRAN	SFERRED FROM: \$		\$660
		<del></del>		
EXPLANATION: Fund	is needed to activat	e two additional phon	e line to assist in reduc	cing
constant busy phone	ines.			
	<u> </u>	_		
Department Head: KC	brenklajd	k Date:	27-Feb-04	
	1			
	V	- W		
THE COUNTY OF FORT E	SEND US	SE WHOLE DOLLARS	SUNLY	
	GNal.			
BY:	Collins.	_		
Robert E. Hebert,	County Judge			

AGENDA ITEM



## JUSTICE COURT, PRECINCT 1 - PLACE 1

26 A+B

Fort Bend County Texas

Judge Gury "Ike" Fredrickson
Justice of the Peace

(979) 793-3403 (281) 342-7807 Fax (979) 793-3651

February 25, 2004

Judge Bob Hebert Fort Bend County Judge

Re: Commissioner Court Agenda Items for March 2, 2004

Dear Judge Hebert:

I am writing this letter to explain the need for the three (3) items I have placed on the Commissioner Court Agenda for March2, 2004.

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AS PER ORIGINAL

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If you have any questions, please contact me at the above numbers.

Respectfully

SENT BY: JUDGE FREDRICKSON JP1;

Judge Gary Fredrickson

Justice of the Peace, Pct. 1 - Place 1

Cc: Ed Sturdivant, County Auditor James Edwards, Budget Officer

"Bud" Childers, County Attorney Gilbert Jalomo, Purchasing Agent

Dr. Dianne Wilson, County Clerk

Tom Stavinioha, Commissioner Pct. 1

Grady Prestage, Commissioner Pct. 2

Andy Meyers, Commissioner Pct. 3 James Patterson, Commissioner, Pct. 4

## COUNTY PURCHASING AGENT

Gilbert D. Jalomo, Jr., CPPB County Purchasing Agent

Fort Bend County, Texas

(281) 341-8640 Fax (281) 341-8645

TO:

184

Office of the County Judge

Fort Bend County, Texas

FROM:

Gilbert D. Jalomo

Purchasing Agent

SUBJECT:

Agenda items Commissioners Court March 2, 2004

## Consent Agenda:

1. Authorize advertising for statements of qualification for design/build contract for Travis Annex window rehabilitation.

Authorize advertising for bids for City of Kendleton Sanitary Sewer Rehabilitation-Phase I.

## Regular Agenda:

Take all appropriate action to purchase one (1) police package automobile for the Sheriffs Office pursuant to Bid #03-001.

Take all appropriate action to purchase one (1) pickup truck for Road and Bridge pursuant to Bid #03-002.

Take all appropriate action to authorize contract negotiations with B & F Maintenance Services pursuant to RFP #04-032 – Fuel Maintenance System

Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for the purchase of an item available from only one source for software from Printrak International, Inc., in an amount not to exceed \$39,200.00 (Funding: Sheriff 3040)

cc with full package:

Commissioner Stavinoha

Commissioner Prestage

Commissioner Meyers

Commissioner Patterson

Dianne Wilson

Ed Sturdivant

Jim Edwards Bud Childers cc with cover only: Sheriff Wright

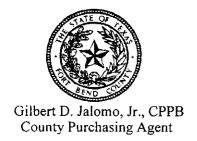
Marc Grant – R & B

Marilynn Kindell - Comm Development

Sid McArthur - Veh Maintenance

4520 Reading Rd., Suite A · Rosenberg, TX 77471

## **COUNTY PURCHASING AGENT**



Fort Bend County, Texas

(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 2, 2004

## **Additional Items**

## Regular Agenda:

Take all appropriate action to authorize the disposal of salvage county property as 1. authorized by Section 263.152(a)(4) Texas Local Government Code by donating to a civic or charitable organization located in the county.

maint 18c

- Take all appropriate action to authorize to the purchase of roof repairs from Tremco 2. utilizing the Texas Cooperative Purchasing Network contract, in an amount not to exceed \$90,000.00 (Funding: Sheriff 7012)
- Take all appropriate action to accept cancellation notification from Houston Landscape 3. Development for Section 4: Grass pursuant to Bid 04-031 Landscape material for Cinco Ranch Branch Library and authorize the purchase from the next low bidder, Enchanted Gardens, Inc.

anf

cc with full package:

Dianne Wilson Ed Sturdivant

Sheriff Wright Carol Brown - Library Marc Grant - R & B

cc with cover only:

Commissioner Stavinoha Commissioner Prestage Commissioner Meyers Commissioner Patterson

Jim Edwards **Bud Childers** 

WORKSHEET
REQUISITION
RXPR
PRINTED
RPS

25

PAGE:

DATE: 02/23/04 TIME: 20:47:14

LAST PRINT: 02/23/04 20,154.00 REQ TYPE: 2 EST AMT REQ LINES: REQUISITION NUMBER: 02700011390

READER

SUGGESTED VENDOR CODE: 760002969
VENDOR NAME: HELFMAN FORD CO INC

ADDRESS: 12220 SOUTHWEST FREEWAY

STAFFORD

TX 77477

SHERIFF DEPARTMENT SHIP TO: 27

1410 RANSOM ROAD RICHMOND TX 7744

SHERIFF DEPARTMENT BILL TO: 27

CONTACT: BILL CHRISMAN 281-274-7204 PHONE: 281-240-3673

1410 RANSOM ROAD RICHMOND TX 77469

77469

REQ BY: KATHLEEN BARNES REQ PHONE #: 341-4615

AGENCY: 027

FUND: 010

RX DATE: 02/23/04 DEL DATE: 04/19/04

WHSE LOC:

RESP PERSON: MILITON WRIGHT

NOTE FLAG: ACTIVITY: 1600

OBJ/SUB-OBJ: 6025

ORG/SUB-ORG: 0270

TTEMS; LHNE COMM CODE: 065 1.00 U/M: 1- RX LINE: 001 QUANTITY:

U/M: EA

BUYER: 01 DEBBIE KAMINSKI EST ORIG UNIT COST: MAG NUMBER: DESCRIPTION: 2004 FORD CROWN VICTORIA POLICE PACKAGE PER BID #03-001

STATUS: AFZ EST TOTAL COST: TEXT FLAG: 7764.500000

7764.50

BUYER: 01 DEBBIE KAMINSKI

EST ORIG UNIT COST:

NAME

U/M: EA

COMM CODE: 065 1.00 U/M

RX LINE: 002

2

MFG NUMBER:

QUANTITY:

STATUS: AFZ

EST TOTAL COST: 12389.500000

TEXT FLAG: Y

12389.50

REPLACEMENT VEHICLE - UNIT H-035 TEXT:

DESCRIPTION: BALANCE FOR ABOVE VEHICLE

WELTE EXTERIOR:

CHARCOAL INTERIOR:

BASE PRICE

OPTION #1 SPOTLIGHT
OPTION #3 CLOTH BUCKET, REAR VINYL

KEY CODE: 1284X

FORT BEND COUNTY VEHICLE MAINTENANCE, 230 LEGION DR, RICHMOND FOB:

FORT BEND COUNTY C/O PURCHASING TITLE:

4520 READING ROAD, SUITE A

\*\*\*\*\*\*\*\* CONTINUED \*\*\*\*\*\*\*\*\*

DATE: 02/23/04 TIME: 20:47:14

REQUISITION NUMBER: 02700011390

ROSENBERG, TX 77471

TEXT:



## RISK MANAGEMENT / SAFETY DEPARTMENT

Fort Bend County, Texas

February 3, 2004

Fort Bend County Sheriff's Department 1410 Ransom Road Richmond, Texas 77469

Attn: Ms. Kathleen Barnes

Re: Property Casualty Claim - Auto Physical Damage
Jorge Garza - Unit H-035 2FAFP71W73X175620
Date of Accident - January 19, 2004

## Dear Kathleen:

We have received an appraisal for the damage to Unit H-035 that was totaled on January 19, 2004. The appraised value of the vehicle is \$ 13,488.00. After the final subtraction of expenses against this claim (appraisal fee of \$ 98.50 and the salvage value of \$1,000.00) the balance that will be available for use will be \$ 12,389.50. 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 Kuceka

Risk Management Department

Fort Bend County

Cc: Mr. Milton Wright - Sheriff

Mr. Gilbert Jalomo - Purchasing Agent

Mr. Ed Sturdivant - County Auditor

U:\Righ Mgmtauto\correspondence\uberiffgaron1-19-04unith-035 doc

## Order for 2004 Police Package Automobiles - Bid #03-001

## 03/02/04 Commissioners Court:

1 ea. - Sheriff:

Base unit:

\$19,900.00

Key code:

45.00

Option 1: Option 3:

151.00 58.00

Ford Crown Victorias

Total:

\$20,154.00Helfman Ford

Funding: Insurance (010-068-0403-7100) \$12,389.50, balance from Sheriff (010-027-0270-6025).

# Tabulation Purchase of New Full-Size Police Package Automobiles Bid #03-001

Ford Crown Victoria

Company	Company Base Price Option #1 Spotlight		Option #2 6 way power seat	Option #3 Cloth bucket; rear vinyl	Option #4 Cloth split bench; rear cloth	Option #5 Eliminate carpet & mats	Option #6 Eliminate ABS brakes
Columbus Autoplex	20,916.27	+151.00	+321.00	+65.00	+90.00	+89.00	+85.00
Columbus							
Helfman Ford 19,900.00 Stafford	19,900.00	+151.00	+545.00	+58.00	+138.00	-85.00	N/A

Chevrolet Impala

Company	Base Price	Option #1. Option Spotlight 6 way power s	Option #2 6 way power seat	Option #3 Cloth bucket; rear viny!	Option #4 Cloth split bench, rear cloth	Option #5 Vinyl bucket; rear vinyl	Option #5 Option #6 Option #7 Vinyl bucket; Eliminate Carpeted rear vinyl carpet & mats Hoor mats	Option#7 Carpeted Eloor mats
Lawrence Marshall Hempstead	16,589.00	+172.00	N/C	N/C	N/C	N/C	+65.00	N/C

Dodge Intrepid

0						
Сошрапу	Base Price	Option#1 Spotlight	Option #2 8 way power scat	Option #3 Cloth split bench; rear cloth	Option #4 Eliminate carpet & mats	Option #5 Carpeted Floor mats
Goodson Dodge Houston	19,238.00	+325.00	+350.00	+200.00	+80.00	+80.00
Lawrence Marshall Hemstead	16,648.00	+184.00	+350.00	N/C	+69.00	N/C
Red McCombs San Antonio	18,433.00	+179.00	+340.00	N/C	00'.29+	+30.00

58 PAGE: REQUISITION NUMBER: 07500016710

1 EST AMT: REQ LINES:

25,650.00 REQ TYPE:

LAST PRINT: 02/23/04 

KEADER

SUGGESTED VENDOR CODE: 760002969

VENDOR NAME: HELFMAN FORD CO INC ADDRESS: 12220 SOUTHWEST FREEWAY STAFFORD TX 77

CONTACT: BILL CHRISMAN 281-274-7204

PHONE: 281-240-3673

SHIP TO: 75 ROAD & BRIDGE-CRABB 201 PAYNE LANE CRABB TX 77469

BILL TO: 75 ROAD & BRIDGE P O BOX 148 RICHMOND TX 77406-0148

RX DATE: 02/23/04 DEL DATE: 02/23/04

OBJ/SUB-OBJ: 1011/ ORG/SUB-ORG: 0750 AGENCY: 075 FUND: 105

RESP PERSON: MARC GRANT

REQ BY: MIKE STARKEY REQ PHONE #: 342-4513

WHSE LOC:

NOTE FLAG: ACTIVITY: 1300

LINE ITEMS:

COMM CODE: 760 1.00 U/M: EA 1- RX LINE: 001

BUYER: 01 DEBBIE KAMINSKI EST ORIG UNIT COST:

TEXT FLAG: 25650,0000000

QUANTITY: 1.00 U/M: EA BAME: MAGEN: DESCRIPTION: PER BID #03-002 TRUCK XXIII WHITE EXTERIOR, GRAY INTERIOR.

Duchet Twol

EST TOTAL COST:

## Order for 2004 Pickup trucks - Bid #03-002

## 03/02/04 Commissioners Court:

1 ea. - Road & Bridge:

Truck XXIII \$25,650.00

2004 Budget - Bucket Truck

Helfman Ford



## VEHICLE MAINTENANCE DEPARTMENT

Fort Bend County, Texas

(281) 341-4790 Fax (281) 341-4799

27 0

February 24, 2004

Fort Bend County Purchasing Department 4520 Reading Ste. A Rosenberg, Texas 77471 Attn.: Glibert D. Jalomo, Jr.

Dear Mr. Jalomo

The fuel system, to be installed, on the eight acres north of the Parks Department will dispense Gasoline and Diesel to anyone with an approved key making it a timesaver to people who serve on the East end of Fort Bend County.

After examining the proposals for the fuel system (RFP #04-032), I believe that B&F Maintenance Service has the best offer in the interest of the County.

Additional work, not in the proposal, will be necessary to make the fuel system compatible with the others. The complete package should come within the original budget numbers. We will need to contact the vendor and work out the details.

Reguards,

Sid McArthur

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1	шэ	w	~	ш.		ıι	

ISD Products Agreement between Printak, A Motorola Company, and Fort Bend County for the purchase of interface software etween Livescan Station 3000N and Tuburon's CMS (name of document)

Executed as part of Commissioners Court action during the meeting held on:

March 2, 2004 (date of court meeting)

as Agenda Item No. 27 D

and is therefore

ATTESTED BY:

Dianne Wilson, Ph.D., County Clerk of Fort Bend County

3-2.04

Date:

3.804 Original Ogreement Sent to Change @ Purchasing

## COUNTY PURCHASING AGENT Fort Bend County, Texas

27 D

(281) 341-8640 Fax (281) 341-8645

TO:

Gilbert D. Jalomo, Jr., CPPB

County Purchasing Agent

Each Member Commissioners Court

Fort Bend County

FROM:

Gilbert D. Jalomo, Jr.

County Purchasing Agent

DATE:

February 25, 2004

RE:

Sole Source Exemption

On March 2<sup>nd</sup> I will request the Commissioners Court grant an exemption to the competitive bid requirements as authorized by Section 262.024 (a)(7) Texas Local Government Code for the purchase of an item available from only one source for software from Printrak International, Inc. The dollar amount is \$39,200.00 and the funding is Sheriff 3040.

EPS PRINTED RXPR REQUISITION WORKSHEET

DATE: 12/09/03 TIME: 20:00:23

LAST PRINT: 12/09/03

39,200.00 REQ TYPE:

1 EST AMT:

REQ LINES:

REQUISITION NUMBER: 02700011194

HEADER:

SUGGESTED VENDOR CODE: 330070547
VENDOR NAME: PRINTRAK INTERNATIONAL, INC

ADDRESS: P O BOX 51788 LOS ANGELES

CONTACT:

PHONE: 714-237-0015

CA 90051-6088 27 SHERIFF DEPARTMENT 1410 RANSOM ROAD RICHMOND TX 77469 SHIP TO: 27

SHERIFF DEPARTMENT BILL TO: 27

1410 RANSOM ROAD RICHMOND TX 77469

OBJ/SUB-OBJ: 3040 ORG/SUB-ORG: 0277 FUND: 154 AGENCY: 027 REQ BY: KATHLEEN BARNES REQ PHONE #: 341-4615

NOTE FLAG: ACTIVITY: 1600

RX DATE: 12/09/03 DEL DATE: 12/09/03

WHSE LOC:

RESP PERSON: MILTON WRIGHT

LINE ITEMS:

39200.000000 

39200.00

STATUS: AFZ EST TOTAL COST:

TEXT FLAG:

검

PAGE:



18 February 2004

Cheryl Krejci
Fort Bend County Purchasing Department c/o Gilbert Jalomo
4520 Reading Road – Suite A
Rosenberg, TX 77471
USA

Tel:

(281) 341-3759

Fax: (281) 341-8645

Email: krejcche@co.fort-bend.tx.us

Ref: 00-0212-07 -- Sole Source

Sent via: Facsimile and Federal Express

## Dear Ms. Krejci:

This letter is to confirm our conversation regarding the sole source quote Printrak, A Motorola Company, (Printrak) provided on 13 February 2004 (00-0212-07A) for an interface between the Printrak LiveScan Stations (LSS 3000) and the County's records management system (RMS). Printrak is the only vendor who can create this interface due to the proprietary nature of our system and software.

Should you require further assistance, please contact Joe Filippi at (513) 271-7880. We look forward to speaking with you further.

Sincerely,

David L. McNeff

MCEI Vice President and Director of Distribution

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**Integrated Solutions Division, CGISS** 

### **ISD Products Agreement**

Printrak International Incorporated, a Motorola company ("Printrak" or "Seller"), having a place of business at 1250 N. Tustin Avenue, Anaheim, CA, 92807 and Fort Bend County Sheriff's Office, ("Customer"), having a place of business at 1410 Ransom Rd., Richmond, TX 77469, enter into this Products Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the Products, as described below. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

## Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A Motorola "Software License Agreement"

Exhibit B "Technical and Implementation Documents"

Exhibit B-1 "Printrak Revised Proposal 00-0212-07A for the Fort Bend County Sheriff's Office" dated 13 February 2004

Exhibit B-2 "List of Products" dated 13 February 2004 V

Exhibit B-3 "Statement of Work" dated 13 February 2004 ~

## Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"Contract Price" means the price for the Products, exclusive of any applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last party to sign this Agreement has executed it.

"Equipment" means the equipment listed in the List of Products that Customer is purchasing under this Agreement.

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

"Motorola" means Motorola, Inc., a Delaware corporation.

"Motorola Software" means Software that Motorola or Printrak owns.

"Non-Motorola Software" means Software that a party other than Motorola or Printrak owns.

"Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.

"Printrak" means Printrak International Incorporated, a Motorola company.

"Products" mean the Equipment and Software provided by Seller under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola or Printrak under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola, Printrak, or another party.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the Products and which may be listed on the List of Products.

"Specifications" means the functionality and performance requirements described in the Technical and Implementation Documents and any published descriptions of the Products.

## Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. SCOPE OF WORK. Seller will provide, ship, and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. Neither party is colligated to perform requested changes unless both parties execute a written change order.
- 3.3. TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the warranty period or three (3) years from the Effective Date, whichever occurs last.

- 3.4. ADDITIONAL EQUIPMENT, SOFTWARE, OR SERVICES. During the Term of this Agreement, Customer may order additional Equipment, Software, or services provided they are then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment, Software, or services. Payment is due within twenty (20) days after the invoice date, and Seller will send Customer an invoice as the additional Equipment is shipped, Software is licensed, or services are performed.
- 3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Seller will provide a separate maintenance and support proposal upon request.
- 3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement for the Customer's intended use under this Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.
- NON-MOTOROLA SOFTWARE, Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Seller the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Seller makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to (i) determine whether any Open Source Software will be provided under this Agreement; and if so, (ii) identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where such license may be found); and (iii) provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).
- 3.8. SUBSTITUTIONS. At no additional cost to Customer, Seller reserves the right to substitute any Equipment, Software, or services to be provided by Seller, but only if the substitute meets the Specifications and is of equivalent or better quality and value to the Customer. Any such substitution will be reflected in a change order.

## Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

## Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

- 5.1. CONTRACT PRICE. Unless otherwise set forth in a Payment Schedule attached as Exhibit C, the Contract Price in U.S. dollars is \$39,200.
- 5.2. INVOICING AND PAYMENT. Unless otherwise set forth in a Payment Schedule attached as Exhibit C, Seller will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Seller within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800 and for Printrak International, Inc. is 33-0070547.

FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by Seller and added to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment, except that title to Software will not pass to Customer at any time. Seller will pack and ship all Equipment in accordance with good commercial practices.

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Fort Bend County Sheriff's Office 1410 Ransom Rd. Richmond, TX 77469 USA

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

Richmond, TX

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Fort Bend County Sheriff's Office 1410 Ransom Ed. Richmond, TX 77469 USA

Customer may change this information by giving written notice to Motorola.

## Section 6 SITES AND SITE CONDITIONS

- 6.1. ACCESS TO SITES. If Seller is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Seller so that it may perform its contractual duties.
- 6.2. SITE CONDITIONS. If Seller is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the Products; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the Products; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the Products.

## Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

## Section 8 REPRESENTATIONS AND WARRANTIES

- 8.1. EQUIPMENT WARRANTY. For one (1) year from the date of shipment, Seller warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.
- 8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, for one (1) year from the date of shipment, Seller warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.
- 8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; (iv) breakage of or damage to antennas unless caused directly by defects in material or

workmanship; (v) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

- WARRANTY CLAIMS. For Customer to assert a 84 claim that the Equipment or Motorola Software does not conform to these warranties. Customer must notify Motorola in writing of the claim before the expiration of the warranty period. Upon receipt of such notice, Seller will investigate the warranty claim. If this investigation confirms a valid warranty claim, Seller will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. Such action will be the full extent of Seller's liability hereunder. If this investigation indicates the warranty claim is not valid, then Seller may invoice Customer for responding to the claim on a time and materials basis using Seller's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Seller
- 8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Seller to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.
- 8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 9 DELAYS

Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embagoes, war, riots, or any other similar cause. Each party will make the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

## Section 10 DISPUTES

- 10.1 SETTLEMENT PREFERRED. Seller and Customer will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Seller and Customer within thirty days after notice by one of the parties demanding nonbinding mediation. Seller and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").
- 10.2. LITIGATION. Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation may be submitted by either party to a court of competent jurisdiction in the state in which the Products are delivered. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party.

## Section 11 DEFAULT AND TERMINATION

If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless a Force Majeure causes such failure) and may assert a default claim by giving the nonperforming party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either (i) cure the default or (ii) if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing party tails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

## Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.1. Seller will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Seller will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Seller's duties to defend and

indemnify are conditioned upon: (i) Customer promptly notifying Seller in writing of such Infringement Claim; (ii) Seller having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Seller cooperation and, if requested by Seller, reasonable assistance in the defense of the Infringement Claim.

- 12.2. If an Infringement Claim occurs, or in Seller's opinion is likely to occur, Seller may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.
- 12.3. Seller will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Seller; (ii) the use of ancillary equipment or software not furnished by Seller and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Seller's design or formula; (iv) a modification of the Motorola Software by a party other than Seller; or (v) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Seller with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

## Section 13 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

## Section 14 CONFIDENTIALITY PROPRIETARY RIGHTS

AND

## 14.1. CONFIDENTIAL INFORMATION.

- During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machinerecognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.
- Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

## 14.2. PRESERVATION OF PROPRIETARY RIGHTS.

14.2.1. Motorola and Printrak, as applicable, the third farty manufacturer of any Equipment, and the copyright course of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, Printrak, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola or Printrak in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola or Printrak, and this Agreement does not grant to

Customer any shared development rights of intellectual property.

14.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Proprietary Rights of Motorola or Printrak. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

## Section 15 GENERAL

- amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Seller's income or net worth), all of which will be paid by Customer except as exempt by law. If Seller is required to pay or bear the burden of any such taxes, Seller will send an invoice to Customer and Customer will pay to it the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.
- 15.2. ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party, except that Seller may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.
- 15.3. SUBCONTRACTING. Selfer may subcontract any portion of the work, but such subcontracting will not relieve it of its duties under this Agreement.
- 15.4 WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.
- 15.5. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

- INDEPENDENT CONTRACTORS. Each party 15.6. shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any
- **HEADINGS AND SECTION REFERENCES;** CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.
- GOVERNING LAW. This Agreement and the 15.8. rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.
- ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.
- NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Customer

Seller

Fort Bend County County Sheriff's Office Attn: Sqt. Holton Ferguson 1410 Ransom Road Richmond, TX 77469

Printrak, A Motorola Company

Attn: Mr. David L. McNeff 1250 North Tustin Avenue Anaheim, California 92807

Tel: (281) 341-4669 Fax: (281) 341-4701 Tel: (714) 238-2032 Fax: (714) 238-2049

COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System.

- AUTHORITY TO EXECUTE AGREEMENT, Each 15.12. party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms: and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.
- SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

The parties hereby enter into this Agreement as of the Effective Date.

Seller

**CGISS** 

Name: Name: Mr. David L. McNeff

Name: Robert E. He

Title: MCEI Vice President and Director of Distribution, Integrated Solutions Division,

Title: County Judge

Date: 2/12/01/ Date: 3-2-2004

Customer

## Exhibit A

## Software License Agreement

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

## Section 1 SCOPE

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. "Software" means such proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works thereof; such software may contain one or more items of software owned by a third party supplier ("Third Party Software"). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

## Section 2 GRANT OF LICENSE

Subject to Section 1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

If the Software is or includes Integration Framework, Customer Service Request ("CSR"), or Cityworks software, such Software is licensed pursuant to this Agreement plus a separate document entitled "Software License Agreement Rider for Integration Framework, Customer Service Request, or Cityworks Software" (which document is incorporated by this reference and is either attached to this Agreement or will be provided upon Licensee's request).

## Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party

to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

- 3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, provided that Licensee provides written notice to Licensor of such temporary transfer and such temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.
- 3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each such location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

## Section 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time and remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, Documentation, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

## Section 5 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and Confidential Information and are Licensor's trade secrets, and that the provisions in the Agreement concerning Confidential Information apply.

## Section 6 LIMITED WARRANTY

- 6.1. The commencement date and the term of the Software warranty shall be as stated in the Primary Agreement, except that (i) the warranty term for Printrak's LiveScan software shall be 90 days; and (ii) for application Software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder (if any) of the initial warranty period or, if the initial warranty period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.
- 6.2. During the applicable warranty period, Licensor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether such defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements. Warranty claims are described in the Primary Agreement.
- 6.3. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.

## Section 7 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

## Section 8 TRANSFERS

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Section 10 NOTICES

Notices are described in the Primary Agreement.

## Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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## Section 12 GENERAL

12.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an

admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

- 12.2. COMPLIANCE WITH LAWS. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.
- 12.3. ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.
- 12.4. GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped if Licensee is a sovereign government entity, or the laws of the State of Illinois if Licensee is not a sovereign government entity.

## Exhibit B

## **Technical and Implementation Documentation**

Please find on the following pages:

Exhibit B-1 "Printrak Revised Proposal 00-0212-07A for the Fort Bend County Sheriff's Office" dated 13 February 2004

Exhibit B-2 "List of Products" dated 13 February 2004

Exhibit B-3 "Statement of Work" dated 13 February 2004



13 February 2004

Sergeant Holton Ferguson Fort Bend County Sheriff's Department 1410 Ransom Road Richmond, TX 77469 US

Tel: (281) 341-4669 Fax: (281) 341-4701

Ref: 00-0212-07A

Sent via: Facsimile and Federal Express

## Dear Sergeant Ferguson:

Enclosed, please find Printrak's Product Agreement with updated quotation for an interface between Fort Bend County Sheriff's Department's LiveScan Station 3000N and the County's existing Tiburon Corrections Management System. Printrak has also provided the supporting List of Products and Statement of Work. The attached letter supercedes our offer 00-0212-07 dated February 2003.

Please direct all order correspondence to:

David L. McNeff Printrak, A Motorola Company 1250 North Tustin Avenue Anaheim, California 92807 Tel: (714) 238-2032

Should you require further assistance, please contact Joe Filippi at (513) 271-7880. We look forward to speaking with you further.

Sincerely,

David L. McNeff

MCEI Vice President and Director of Distribution

Integrated Solutions Division, CGISS



13 February 2004

Sergeant Holton Ferguson Fort Bend County Sheriff's Department 1410 Ransom Road Richmond, TX 77469 US

Tel: (281) 341-4669 Fax: (281) 341-4701

Ref: 00-0212-07A

Sent via: Facsimile and Federal Express

## Dear Sergeant Ferguson:

Printrak, A Motorola Company, (Printrak) respectfully presents Fort Bend County Sheriff's Department, (County) with the following updated quotation for an interface between the County's existing LiveScan Station 3000N (LSS 3000N) and the County's existing Tiburon Corrections Management System (CMS). The proposed interface will provide the County the ability to import demographics from the Tiburon CMS to the LSS 3000N. This letter supercedes our offer 00-0212-07 dated 21 February 2003.

Printrak has provided detailed information of the interface requirements, as well as descriptions of the maintenance plans, as attachments to this document.

## **General Assumptions**

In developing this proposal, Printrak has made the following assumptions:

- County shall be responsible for all communications equipment and associated communications lines; and
- County shall obtain permissions from Tiburon for required interfaces.

## **Pricing Assumptions**

In estimating the development effort, Printrak has made the following assumptions listed below. If changes occur that vary from these assumptions, quoted pricing may be subject to change.

- ❖ The LSS 3000N will fetch a file containing demographic data from a specified Tiburon directory. The directory will be named based upon the case ID described in the attached email from Todd Simmons of Tiburon.
- ❖ The LSS 3000N will interpret the contents of the data file based on the attached email and spreadsheet from Todd Simmons of Tiburon.

Motorola, Inc., Printrak, A Motorola Company, Integrated Solutions Division 1250 North Tustin Avenue, Anaheim, CA 92807 U.S.A. Tel: +1 714 238 2000

Fort Bend County Sheriff's Department 00-0212-07A 13 February 2004 Page 2

- ❖ The data values in the Tiburon data packets will comply with the Fort Bend Texas NIST Type 2 Format, Texas Department of Public Safety, Draft, February 25, 2002.
- ❖ Imported demographics will populate existing LSS 3000N screen fields. Any unnecessary data fields will be ignored.

## **Solution Description and Pricing**

Printrak proposes the equipment described in Table 1.

**Table 1. Solution Pricing** 

BASE PROPOSAL	PRICE
Interface between LiveScan Station 3000N and Tiburon CMS to import demographics from CMS	\$39,200
Net Base Proposal Total:	\$39,200

## **Terms and Conditions**

Quoted pricing includes the following services:

- ❖ Delivery: Upon completion of a Technical Document Package¹ that has been cosigned by County and Printrak, the Printrak Project Manager will release a delivery schedule
- ❖ Equipment installation and integration testing
- Warranty as specified in the attached Product Agreement, which includes preventive and remedial hardware and software support, and telephone support during the warranty period.

Additional engineering effort by Printrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the agency's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. Printrak assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

Upon expiration of warranty for the above equipment, Standard Maintenance for the first year will be available for \$4,704, and is renewable annually thereafter at then current

Technical Document Package includes the Requirements Document. Inasmuch as the proposal and Requirements Document conflict, the Requirements Document shall govern. Any changes in configuration, performance, assumptions as listed herein, or the functionality from that described in the Proposal may impact both price and schedule offered by Printrak. If applicable, additional documents, e.g., Interface Control Document(s), Factory Acceptance Test (FAT), Site Acceptance Test (SAT), etc., will be assumed approved if there is no response from the Customer within two (2) weeks of submission for review and approval.

Fort Bend County Sheriff's Department 00-0212-07A 13 February 2004 Page 3

rates and in accordance with Motorola Maintenance and Support Agreement. The Standard Maintenance support (8 to 5 Monday through Friday with remote phone support and on-site response) includes regular preventive maintenance, repair or replacement of failed parts, and software maintenance.

Printrak appreciates the opportunity to present this proposal, which will be valid through 15 May 2004, after which availability and prices are subject to change. The Printrak Product Agreement, a copy of which is attached for your convenience, will govern product purchase. Firm delivery schedules will be provided and development will commence after County and Printrak have signed the finalized Requirements Document. Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to Printrak within twenty days after receipt of invoice. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon Printrak unless both parties sign a subsequent agreement.

Please direct all order correspondence to:

David L. McNeff Printrak, A Motorola Company 1250 North Tustin Avenue Anaheim, California 92807

Tel: (714) 238-2032

Should you require further assistance, please contact Joe Filippi at (513) 271-7880. We look forward to speaking with you further.

Sincerely,

David L. McNeff

MCEI Vice President and Director of Distribution

Integrated Solutions Division, CGISS

Attachment: Email Conversation with Todd Simmons of Tiburon Regarding the

Interface Between the Existing LiveScan and Existing CMS

Fort Bend Identix Record Detail - Excel Spreadsheet from Todd Simmons

of Tiburon

Maintenance Services

Fort Bend County Sheriff's Department 00-0212-07A 13 February 2004 Attachment Page 1

## Email Conversation with Todd Simmons of Tiburon Regarding the Interface Between the Existing LiveScan and Existing CMS.

From: Todd Simmons [todd@tibinc.com]

Sent: Wednesday, February 05, 2003 4:44 PM

To: Mahoney Guy-PT1374' Cc: 'Yazdi Cynthia-ACY020'

Subject: RE: Fort Bend Interface

Guy,

Attached is an Excel Spreadsheet I put together for you.

It contains the original Cobol library scheme of the record layout I sent you with a little more detail to include translations and intended values.

I translated ONLY the field values we can currently pass to the record format!!

ALL OTHER fields are ALWAYS spaces (or zeroes for numeric fields)! I currently do not have any reference to NIST format translations...

I was able to dig up an informal document that explains even more detail to this record layout along with some explanation of the process in place that communicates with it.

I was mistaken in the filename scheme -

We create a file called "ear.nnn" where "nnn" is a sequential number that sequences continually from 001 - 999.

Once this file is created, it is picked up by you via FTP and we are expecting a file back from you called EARACK.nnn in the same directory!

We need a valid read of this file as well as validation of the data within. The application is expecting a successful ack message of "SACK" on the first line as well as validation of the unique TRN number associated with the booking on the second line:

Fort Bend County Sheriff's Department 00-0212-07 21 February 2003 Attachment Page 2

**SACK** 

TRN: ###########

TRN = the value we are passing to you in the "eh-trn" field within the associated "eh" record.

Once we get a successful EARACK from you, we maintain the directory ourselves by removing all requesting files. This should actually make it easier on you from that end.

I would like to fax you the associated document I found, so please respond with a fax number I can use. I will send the document, and along with this spreadsheet, you should have a clear picture of all that is required to duplicate Ft. Bend's current process.

Hope this is starting to ease your pain, Todd

----Original Message----

From: Mahoney Guy-PT1374 [mailto:PT1374@motorola.com]

Sent: Wednesday, January 29, 2003 11:40 AM

To: 'todd@tibinc.com'

Subject: RE: Fort Bend Interface

Todd.

I spoke to you the other day with Cynthia concerning the Fort Bend interface.

for Fort Bend we need the following:

for each field we need to know what the three letter abbreviation stands for. it would be helpful if you could map them to the Texas State NIST fields

we need to know the format of the case id. We are assuming that the case id will be used as the folder name for the case data.

When the Livescan operator enters this id, we will use secure FTP to access the director of cases, look for a folder with the case id and then retrieve the data file.

Motorola Confidential-Proprietary

Fort Bend County Sheriff's Department 00-0212-07 21 February 2003 Attachment Page 3

If we determine that any of the fields have invalid data we will simply ignore the data.

-- Guy

.

Fort Bend County Sheriff's Department 00-0212-07A
13 February 2004
Attachment Page 4

# Fort Bend Identix Record Detail - Excel Spreadsheet from Todd Simmons of Tiburon Record Hierarchy Internal Field Name Picture Type(Size) Translation [Value]

01 start-end-record. One Record at the beginning of the file AND one at the end

01 eh-record.

Start-End Flag ["SDDG" or "EDDG"]		Message Key ["EH"]		Message Length [396]	Date of Entry [YYYYMMDD]	Submitting Organization ["AFIS"]	Submitting Operator ID [Terminal Operator ID]		SID [Subject State ID]	ORI ["TX0790000"]	FBI [Subject FBI Number]	). Name [Last, First Middle]	Sex [Subject Sex]	Race [Subject Sex]	Place of Birth [State Abbreviation]	Citizen [Denotation of State or Country]	Date of Birth [MMDDYYYY]	Height [C. Height - Feet(1) Inches(2)
pic x(4).	per subject	pic x(4).	pic x.	pic 9(4).	pic 9(8).	pic x(4).	pic x(6).	pic x(9).	pic 9(8).	pic x(9).	pic x(9).	pic x(30).	pic x.	pic x.	pic xx.	pic xx.	pic 9(8).	nin 0/3)
.04 se-flag	Just One Record per subject	04 eh-mke	04 eh-err	04 eh-lgh	04 eh-doe	04 eh-org	04 eh-opr	04 eh-des	04 eh-dps	04 eh-ori	04 eh-fbi	04 eh-nam	04 eh-sex	04 eh-rac	04 eh-pob	04 eh-ctz	04 eh-dob	Od oh-hat

PRECEDENCE)

Fort Bend County Sheriff's Department			
Fort Bend County	00-0212-07A	13 February 2004	Attachment Page 5

Weight [Subject Weight - (Pounds)]	Eye Color [Subject Eye Color]	Hair Color [Subject Hair Color]	Skin Color [Subject Skin Color]			Fingerprint Ridge Count [0000]	Fingerprint Primary Classification [0000]		Operator License Type	Operator License Number	Operator License State	Identification Number				Ethnicity [Subject Ethnicity Code]	Tracking Number [Case Tracking Number]	Warrant Number/Case Number/Booking Number (INCLUSION	Arresting Agency Code			Last Character ["@"]
pic 9(3).	pic x(3).	pic x(3).	pic x(3).	pic x(30).	pic x(20).	pic 9(4).	pic 9(4).	pic x(10).	pic x(2).	pic x(25).	pic x(2).	pic x(25).	pic x(2).	pic x(50).	pic x.	pic x.	pic x(10).	pic x(12).	pic x(9).	pic x(20).	pic x(47).	pic x(1).
04 eh-wgt	04 eh-eye	04 eh-hai	04 eh-skn	04 eh-mnm	04 eh-fpc	04 eh-frc	04 eh-pri	04 eh-apc	04 eh-olt	04 eh-oln	04 eh-ols	04 eh-idn	04 eh-ids	04 eh-ico	04 eh-filler	04 eh-eth	04 eh-trn	04 eh-oca	04 eh-oria	04 eh-app	04 eh-misc	04 eh-last-char

Fort Bend County Sheriff's Department 00-0212-07A 13 February 2004 Attachment Page 6

01 ehn-record.	Just One Record per	er subject	
	04 ehn-mke	pic x(4).	Message Key ["EHN"]
	04 ehn-err	pic x.	
	04 ehn-lgh	pic 9(4).	Message Length [358]
	04 ehn-doe	pic 9(8).	Date of Entry [YYYYMMDD]
	04 ehn-org	pic x(4).	Submitting Organization ["AFIS"]
	04 ehn-opr	pic x(6).	Submitting Operator ID [Terminal Operator ID]
	04 ehn-des	pic x(9).	
	04 ehn-dps	pic 9(8).	
	04 ehn-ckn	pic x(9).	Checkname [First 9 characters of Subject Name (Last, First Middle)]
	04 ehn-aka1	pic x(30).	Alias Names
	04 ehn-aka2	pic x(30).	Alias Names
	04 ehn-aka3	pic x(30).	Alias Names
	04 ehn-aka4	pic x(30).	Alias Names
	04 ehn-smt	pic x(30).	Scars, Marks, Tatoos [Associated Attributes]
	04 ehn-adb1	pic x(8).	Alias Dates of Birth [MMDDYYYY]
	04 ehn-adb2	pic x(8).	Alias Dates of Birth [MMDDYYYY]
	04 ehn-mnu1	pic x(15).	
	04 ehn-mnu2	pic x(15).	
	04 ehn-soc	pic 9(9).	SSN [Subject Social Security Number]
	04 ehn-trn	pic x(10).	Tracking Number [Case Tracking Number]
	04 ehn-oca	pic x(12).	Warrant Number/Case Number/Booking Number (INCLUSION PRECEDENCE)
	04 ehn-oria	pic x(9).	Arresting Agency Code

Fort Bend County Sheriff's Department 00-0212-07A 13 February 2004 Attachment Page 7

Last Character ["@"]  Message Key ["ER2"]  Message Length [477]  Date of Entry [YYYYMMDD]  Submitting Organization ["AFIS"]  Submitting Operator ID [Terminal Operator ID]  Sequence ["A"]  Date of Arrest [MMDDYYYY]  Arresting Agency Code  Booking Name [Last, First Middle]  Address  City  State	pic x(1).  pic x(4).  pic x(4).  pic 9(8).  pic 9(8).  pic x(6).  pic x(9).  pic x(9).  pic x(10).  pic x(29).  pic x(20).  pic x(20).  pic x(20).	One Record PER charge           04         er2-mke         pic           04         er2-lgh         pic           04         er2-opr         pic           04         er2-opr         pic           04         er2-opr         pic           04         er2-opr         pic           04         er2-des         pic           04         er2-blnk         pic           04         er2-seq         pic           04         er2-oria         pic           04         er2-oria         pic           04         er2-ada         pic           04         er2-ada         pic           04         er2-ada         pic           04         er2-ada         pic           04         er2-adc         pic           04         er2-ads         pic
Zip	pic x(9).	04 er2-adz
di <b>7</b>	ρις <b>Λ</b> (ອ).	04 612-auz
di <b>7</b>	hic v(a).	04 616-926
Zip	pic x(9).	04 er2-adz
	. ,	
State	pic x(2).	04 er2-ads
City	pic x(20).	04 er2-adc
Sections	pic v(oo).	01 01 <b>5</b> -801
Address	pic x(30).	04 er2-ad1
Booking Name [Last, First Middle]	pic x(30).	04 er2-ana
Arresting Agency Code	pic x(29).	04 er2-oria
Date of Arrest [MMDDYYYY]	pic 9(8).	04 er2-doa
Sequence ["A"]	pic x.	04 er2-seq
Tracking Number [Case Tracking Number]	pic x(10).	04 er2-trn
	pic x(9).	04 er2-blnk
	pic 9(8).	04 er2-dps
	pic x(9).	04 er2-des
Submitting Operator ID [Terminal Operator I	pic x(6).	04 er2-opr
Submitting Organization ["AFIS"]	pic x(4).	04 er2-org
Date of Entry [YYYYMMDD]	pic 9(8).	04 er2-doe
Message Length [477]	pic 9(4).	04 er2-lgh
	pic x.	04 er2-err
Message Key ["ER2"]	pic x(4).	04 er2-mke
	narge	One Record PER ch
Last Character ["@"]	pic x(1).	
		04 ehn-last-char
	pic x(68).	04 ehn-misc 04 ehn-last-char

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Fort Bend	00-0212-07A	13 Februa	Attachme

4 er2-lic       pic x(10).         4 er2-lis       pic x(2).         4 er2-liy       pic 9(4).         4 er2-agn       pic x(15).         4 er2-agn       pic x(12).         4 er2-doo       pic x(4).         4 er2-aon       pic y(8).         4 er2-aol       pic y(8).         4 er2-aol       pic x(46).         4 er2-aol       pic x(46).         4 er2-aol       pic x(2).         4 er2-adn       pic x(3).         4 er2-ada       pic x(32).         4 er2-ada       pic x(32).         4 er2-ada       pic x(3).         4 er2-ada       pic x(3).         4 er2-iuv       pic x(3).         4 er2-iuv       pic x(3).         4 er2-iuv       pic x(3).         4 er2-misc       pic x(1).         4 er2-last-char       pic x(1).				Jail ID Number [actually filled as only 9 characters (e.g. P00000123)]	Warrant Number/Case Number/Booking Number (INCLUSION PRECEDENCE)		Tracking Number [Charge Tracking Number]		Arrest Offense / Offense Code	Arrest Offense Literal Description	Statute Citation	Level of Offense	General Offense Character - Arrest	Arrest Disposition Numeric Code		Arrest Disposition Date [MMDDYYYY]	ORI of the referred DA ["TX079015A"]				Last Character ["@"]
4 er2-lic 4 er2-lis 4 er2-liy 5 er2-liy 6 er2-agn 6 er2-aon 7 er2-aon 7 er2-aon 8 er2-adn 8 er2-adn 9 er2-adn 9 er2-adn 1 er2-adn 1 er2-adn 1 er2-adn 2 er2-adn 2 er2-adn 2 er2-adn 3 er2-adn 4 er2-adn 4 er2-adn 5 er2-adn 6 er2-adn 7 er2-adn 7 er2-adn 8 er2-adn 8 er2-adn 9 er2-adn 9 er2-adn 9 er2-adn 9 er2-adn	pic x(10).	pic x(2).	pic 9(4).	pic x(15).	pic x(12).	pic x.	pic x(4).	pic 9(8).	pic 9(8).	pic x(46).	pic x(17).	pic x(2).	pic x.	pic 9(3).	pic x(32).	pic 9(8).	pic x(9).	pic x.	pic 9(8).	pic x(91).	pic x(1).
	04 er2-lic	04 er2-lis	04 er2-liy	04 er2-agn	04 er2-oca	04 er2-gun	04 er2-trs	04 er2-doo	04 er2-aon	04 er2-aol	04 er2-cit	04 er2-lda	04 er2-goca	04 er2-adn	04 er2-add	04 er2-ada	04 er2-ref	04 er2-juv	04 er2-mrap	04 er2-misc	04 er2-last-char

Fort Bend County Sheriff's Department 00-0212-07A 13 February 2004 Attachment Page 9

## **Maintenance Services**

The following table provides a summary of maintenance services available following expiration of initial 90 day warranty.

## **LIVESCAN STATIONS - Support Features**

FEATURES	BRONZEtrak	SILVERtrak	GOLDtrak
	Standard	Option	*Contact ISD
			Customer
			Support*
SYSTEM SUPPORT			
Telephone assistance, unlimited	8 – 5 M-F (9x5	8 - 5  M-F  (9x5)	
Response time / call back	2 hours	2 hours	
System Support coverage	Remote dial-in	On-site	
Replacement hardware parts	Return to factory	Performed on-site	
On-site coverage hours (PPM)		8 - 5 M-F (9x5)	
Response timeOn-Site		72 hours (Third-	
		day PPM)	
Uplift to Same-day PPM response		Optional	
Uplift to 4 hour response		Optional	
Uplift to 2 hour response		Optional	
Support Analyst	Dedicated,	Dedicated,	
	Assigned	Assigned	
Remote dial-in analysis	9x5	9x5	
Standard Releases / updates	Included	Included	
Supplemental Releases / updates	Included	Included	
Account Reviews	Annual	Annual	
Preventive maintenance reviews		Included	
Automatic call escalation	Included	Included	
Access to Motorola ISD Support	Included	Included	
website			
www.printraksupport.com			
Customer Newsletter	Included	Included	
Uplift to PLATINUMtrak		Optional	
Dedicated On-site Support		Optional 9x5	
Analyst			<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>
User Conference attendance	Optional	Optional	
Training	Optional	Optional	

## Exhibit B-2 List of Products 13 February 2004 00-0212-07A

## **List of Products:**

This following list of products is designed to support Fort Bend County Sheriff's Department's the ability to import demographics from the Tiburon CMS to the LSS 3000N.

❖ Interface between LiveScan Station 3000N and Tiburon CMS to import demographics from CMS

## Exhibit B-3

# Tiburon Corrections Management System (CMS) to LiveScan 3000N™ STATEMENT OF WORK FOR FORT BEND COUNTY SHERIFF'S DEPARTMENT

13 February 2004

00-0212-07A

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## General Information:

The following draft Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of a Tiburon Corrections Management System (CMS) to LiveScan interface to support Fort Bend County Sheriff's Department.

## Format:

Each major task includes the following: Title, Objective, Task Description, Printrak and Fort Bend (Customer) Responsibilities and Completion Criteria. The major tasks are depicted on the Project Performance Schedule. All parties recognize that the SOW is not formatted chronologically.

## **General Responsibilities**

The following general project responsibilities are not defined by a specific task within the SOW.

## **Printrak Responsibilities:**

Printrak will designate a Project Manager to direct Printrak's efforts and serve as the primary point of contact for the Customer. The responsibilities of the Printrak Project Manager may include:

- a. Maintain project communications with the Customer Project Manager.
- a. Manage the efforts of Printrak staff and coordinate Printrak activities with the customer's project team members.
- b. Measure, evaluate, and report the project progress.
- c. Resolve deviations from the project performance schedule.
- d. Coordinate and oversee the installation of all licensed Printrak application hardware and software.
- e. Review and administer change control procedures.
- f. Conduct monthly status meetings via telephone or email with the Customer Project Manager, or as may otherwise be reasonably required to discuss project status.
- g. If required, create and maintain an action item log to be used in conjunction with the Project Performance Schedule.

## **Customer Responsibilities:**

Customer will designate a Project Manager who will direct Customer's efforts and serve as the primary point of contact for Printrak. The responsibilities of the Customer Project Manager may include:

a. Maintain project communications with Printrak Project Manager.

- b. Identify the efforts required of customer staff to meet the customer's task requirements and milestones in the SOW and Project Performance Schedule.
- c. Review the preliminary Project Performance Schedule with Printrak Project Manager and assist Printrak in finalizing a detailed Project Performance Schedule defining the detailed tasks of Printrak and Customer responsibilities.
- d. Measure and evaluate progress against the Project Performance Schedule.
- e. Manage the project to insure that Customer support resources are available as scheduled.
- f. Participate in status meetings with Printrak Project Manager.
- g. Provide timely responses to issues related to project progress raised by Printrak's Project Manager.
- h. Liaison and coordinate with other 3<sup>rd</sup> party agencies.
- i. Review and administer change control procedures.
- j. Assign one or more personnel who will work with Printrak staff as needed for the duration of the project, including at least one system administrator and network engineer.
- k. Ensure acceptable Standard Change Request(s) and Approval Letter(s) are approved by authorized signer(s).
- 1. Work with Printrak personnel in designing and approving the action item log.
- m. Provide building and parking access to Printrak personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Printrak personnel if required for access to Customer facilities. Access must be available 24 hours a day during the course of this project. In those instances where access is needed after regular business hours, access will be coordinated with the Customer.
- n. Provide the appropriate fire inspection and building inspection certificates.
- o. Provide reasonable care to prevent damage to the equipment or interruption of service. Ensure a safe work environment for Printrak personnel. If problems are encountered with hazardous materials, Printrak will immediately halt work and the Customer will be responsible for the abatement of the problem or Printrak and the Customer will jointly come to a mutual agreement on an alternative solution. Printrak will be excused from timely performance of its obligations pending such resolution.

## 1. TASK 1: PROJECT KICKOFF

## Task Description:

The project will be initiated with a Project Kickoff including key customer and Printrak project participants.

The objectives of this task include:

- Introduce all project participants
- \* Review overall project scope control and its objectives
- \* Review preliminary project performance schedule with Customer
- \* Review roles of key participants
- Establish a clear chain of communication and authority
- \* Review project's change control procedures
- ❖ Establish a project action item log process
- \* Review resource and scheduling requirements

## **Printrak Responsibilities:**

- a. Ensure all appropriate Printrak personnel attend and actively participate in the Project Kickoff Meeting.
- b. Establish project communications with Customer Project Manager.
- c. Review the project's change control process with Customer Project Manager.
- d. Establish project action item log with Customer Project Manager, when necessary.

## **Customer Responsibilities:**

- a. Ensure all appropriate Customer personnel attend and actively participate in the Project Kickoff Meeting.
- b. Establish communications with Printrak Project Manager.
- c. Work with Printrak Project Manager in establishing project change control process and action item list.
- d. Assign customer project team roles and responsibilities.

## **Completion Criteria:**

This task is considered complete when the Project Kickoff Session has been held with Printrak and Customer representatives in attendance and project schedules, roles and responsibilities and any issues and action items are documented and agreed within ten (10) business days of the Project Kickoff Meeting.

## 2. TASK 2: TECHNICAL REQUIREMENTS PROCESS

## Task Description:

The objective of this task is to translate the proposal and contract requirements into detailed technical requirements. The following Technical documents will be completed:

- \* Requirements Document: describes agreed upon functions, deliverable items and assumptions, as well as defining the associated system interfaces (as required).
- ❖ Interface Control Document (ICD): describes agreed upon interface specifications, and specific network connectivity and data transferring requirements.

## **Printrak Responsibilities:**

- a. Prepare the draft Requirements Document and Interface Control Document to submit to Customer for review and approval.
- b. Work with Customer to finalize the Requirements Document and Interface Control Document.
- c. Submit a final Requirements Document and Interface Control Document for approval.

## **Customer Responsibilities:**

- a. Review the draft Requirements Document and Interface Control Document and identify in writing any specific deficiencies found within twenty (20) business days of receipt.
- b. Work with Printrak to finalize the Requirements Document and Interface Control Document.
- c. Review and approve the Requirements Document and Interface Control Document.

## **Completion Criteria:**

This task is considered complete upon Customer acceptance and sign-off of the final Requirements Document, and ICD. If Printrak receives no written response within five (5) business days of delivery of the final Requirements Document and ICD, the document is assumed accepted, unless otherwise agreed.

## 3. TASK 3: CONFIRM DETAILED ACCEPTANCE TEST CRITERIA

## **Task Description:**

Printrak will develop the Acceptance Test Procedures (ATP) that defines the acceptance test scripts, test procedures and acceptance criteria, and the resolution process for deficiencies. The ATP can not be finalized until the Requirements document has been approved. The ATP includes acceptance criteria to ensure the software operates in accordance with the required specifications.

## Printrak Responsibilities:

- a. Submit a draft ATP document to Customer for review.
- b. Work with Customer in finalizing the ATP, once the Requirements document has been approved.
- c. Submit a final ATP document to Customer for approval.

## **Customer Responsibilities:**

- a. Work with Printrak in developing and finalizing the ATP once the Requirements document has been approved.
- b. Provide related information to assist Printrak in completing the ATP.
- c. Review the draft ATP documents and identify in writing any specific deficiencies found within ten (10) business days of receipt.

## **Completion Criteria:**

This task is considered complete upon Customer acceptance and sign-off of the final ATP. If Printrak receives no written response within five (5) business days of delivery of the final ATP, the document is assumed accepted, unless otherwise agreed.

## 4. TASK 4: FINALIZE PROJECT PERFORMANCE SCHEDULE

## **Task Description:**

The objective of this task is to finalize the preliminary Project Performance Schedule (Project Schedule) contained in the initial contract.

The Project Performance Schedule is based upon the requirements identified and the associated project objectives, plans, schedules, approvals, priorities, and interdependencies among tasks. The project performance schedule cannot be finalized until the Requirements document is approved. The resulting document defines the specific project tasks to be completed, completion date, resource assignments, and interdependencies.

## **Printrak Responsibilities:**

- a. Review with Customer personnel the identified implementation tasks, priorities, inter-dependencies, and other requirements needed to establish the final Project Performance Schedule.
- b. Prepare a draft Project Performance Schedule document and deliver it to the Customer for review. The schedule cannot be finalized until the Requirements document is approved.
- c. Work with Customer to finalize the Project Performance Schedule.
- d. Submit a final Project Performance Schedule to Customer for approval.

## **Customer Responsibilities:**

- a. Analyze with Printrak project personnel the identified requirements and finalize the Project Performance Schedule.
- b. Review the draft Project Performance Schedule and identify in writing any specific deficiencies found within ten (10) business days of receipt.

## Completion Criteria:

This task is considered complete upon Customer acceptance and sign-off of the final Project Performance Schedule. If Printrak receives no written response within five (5) business days of delivery of the final Project Performance Schedule, the document is assumed accepted, unless otherwise agreed. The final project performance schedule will become the governing project schedule incorporated into the contract. Subsequent changes to the final project performance schedule are subject to the mutual written agreement of the parties.

## 5. TASK 5: PERFORM SYSTEM INTEGRATION

## **Task Description:**

Printrak software development staff will review Customer configuration per approved requirements and configure, develop, and test Customer specific software. Printrak will also perform overall software Quality Assurance.

## Printrak Responsibilities:

- a. Printrak software development staff will review approved requirements and configure, develop, and test accordingly.
- b. Perform software system test.

## Customer Responsibilities:

None

## Completion Criteria:

This task is considered complete when application software has been configured, and tested accordingly to the approved requirements document. Customer will be provided with written certification of a successful integration.

## 6. TASK 6: DEVELOP, INSTALL, AND TEST INTERFACES

## Task Description:

Develop, install, and test interface. Once the software has been installed at the Customer's premises, local and remote interfaces, as specified in the contract documents will be tested.

## **Printrak Responsibilities:**

- Develop, install, and unit test all software required for the interfaces, resulting in their operating in accordance with the Requirements document and Interface Control document.
- b. Identify all required information on record layouts and documents necessary to establish interfaces with all local and remote systems and facilities days prior to installation.

## **Customer Responsibilities:**

- a. To coordinate with and be responsible for the effort associated with the Tiburon CMS side of the interface.
- b. Provide requested information on record layouts and documents necessary to establish interfaces with all local and remote systems and facilities at least thirty (30) calendar days prior to scheduled interface work.

- c. Provide and install all communications lines and equipment that are not Printrak provided deliverables at least five (5) business days commencing the installation work.
- d. Provide all required liaison, vendor, sub-contractor, third party agencies or necessary personnel to perform and maintain all interface responsibilities.
- e. Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.

## Completion Criteria:

This task is considered complete upon Customer acceptance and sign-off within ten (10) business days of installation of the interface(s). Acceptance represents that each interface is installed and tested. The operation or availability of the external system or third-party software is necessary for task completion.

## 7. TASK 7: INSTALL AT CUSTOMER FACILITY (ON-SITE)

## Task Description:

Perform the interface software installation at Customer Facility. Deliver all software to the Customer's facilities.

## Printrak Responsibilities:

- a. Assume responsibility for the final site installation of the contracted software.
- b. Notify the customer when to expect installation.
- c. Install and test, with the Customer's assistance, the Printrak-supplied interface.

## Customer Responsibilities:

- a. Provide all Customer-supplied telephone, external interface connection points, electrical power, and other receptacles within manufacturer-recommended distance of the equipment and all peripheral components.
- b. Provide dedicated dial-telephone lines in the computer machine room. One line will be provided for connection to the central data server for the Printrak dial-up maintenance modem.
- c. Provide and install all data communication lines, modems, hubs and routers, cabling, communications equipment and other components necessary for system operation and maintenance and for remote sites and connection to other systems. All lines will be terminated at demarcation points located on the same floor and in the same building as the computer machine room. Communications lines at remote sites will be terminated at extended demarcation points within each facility. These extended demarcation points will be located within six cable feet of the desired location of the remote Printrak equipment. All lines will be clearly identified and tested.

- d. Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations, and printers that are to have access to the applications.
- e. Allow remote Printrak access for dial-in access to all development and system "root" accounts on all servers running Printrak licensed software.
- f. Prevent the installation or loading of any additional third-party software applications to the workstations without the prior written consent of Printrak. Printrak will not be responsible for support problems caused by the unauthorized installation of third-party software not included or required in this contract.

## Completion Criteria:

This task is considered complete upon Customer acceptance and sign-off within ten (10) business days of completing the installation. Acceptance represents that interface software has been installed on the Customer's premises and verified by the Customer Project Manager to be operating in accordance with Printrak specification standards, and LiveScan interface is ready for production use.

## 8. Task 8: Final Acceptance

## Task Description:

After installation and on-site testing of the interface is complete, Printrak will certify that the interface is operational and ready for production operation.

## Printrak Responsibilities:

- a. Assist the Customer staff in placing into a production status.
- b. Assist the training staff in utilizing the subsystem and the computer operations staff in supporting the subsystem.

## Customer Responsibilities:

a. Place Tiburon side of interface into production and begin operational use in consultation with Printrak and in accordance with the Project Performance Schedule.

## **Completion Criteria:**

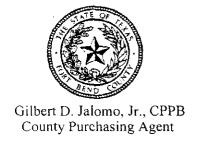
This task is considered complete upon Customer acceptance and sign-off of the final System Acceptance Certificate, which represents that the interface is operating in production in accordance with contractual agreement.

RECORDED ON 3.8.04
IN THE COMMISSIONER COURT
MINUTES OF 3.2.07

## **COUNTY PURCHASING AGENT**

SUF

Fort Bend County, Texas



(281) 341-8640 Fax (281) 341-8645

TO:

Each Member Commissioners Court

Fort Bend County

FROM:

Debbie Kaminski, CPPB

Assistant County Purchasing Agent

DATE:

February 26, 2004

RE:

Landscape material for Cinco Ranch Library

On February 3<sup>rd</sup> Commissioners Court awarded multiple contracts for landscape material for Cinco Ranch Branch Library. Section 4 for grass was awarded to Houston Landscape for the bid price of \$6500.00. On Wednesday, February 25<sup>th</sup> I received a phone call from the owner of Houston Landscape, Mr. Ronnie Pierce, informing me that he could only supply the grass for that dollar amount if he was awarded all sections. I informed him that he was only low on Section 4. Mr. Pierce is unable to put his request in writing as his secretary is out of the office having surgery. I am requesting that the Court accept his request and authorize the purchase from Enchanted Gardens, Inc, next low bidder, for the bid price of \$6900.00.

## **Tabulation**

## Purchase of Landscape Material for Cinco Ranch Branch Library

## Bid #04-031

Vendor	Section 1: Plants and Trees	Section 2: Soil and Mulch	Section 3: Edging	Section 4: Grass
A Grass Farms Rosenberg	No bid	No bid	No bid	\$7,250.00
CJM Trucking Richmond	No bid	\$3,744.00	\$480.00	No bid
Clearlake Wholesale Nursery Houston	\$45,923.00	\$4,737.00	\$648.00	\$9,750.00
Enchanted Gardens Inc. Richmond	\$37,619.25	\$3,144.00	\$750.00	\$6,900.00
Hines Nurseries	Disqualified: Did not bid on all item as required	No bid	No bid	No bid
Houston Landscape Development Richmond	\$42,235.65	\$3,079.20	\$570.00	\$6,500.00
Landmark Nurseries, Inc. Houston	Disqualified: Did not bid on all item as required	Disqualified: Did not bid on all item as required	\$510.00	No bid
R B Trees, Inc. Richmond	\$38,916.84	\$4,349.16	\$498.00	\$8,850.00
San Jacinto Environmental Houston	No bid	No bid	\$648.00	No bid
Tree Source Inc. Houston	\$41,146.70	\$2,956.56	\$5910.00	\$9,000.00

## **RECAPITULATION OF BID**

Commissioners Court approval:

January 6th

Legal Notice run in newspaper:

Jan 14th and 21st

Individual notices mailed:

78 18

Bid packets picked up or mailed:

January 29th

Bid opening date: Bids received:

10

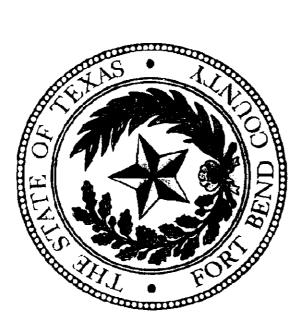
Recommendation: Low Bidder per Section Funding: 010-090-M02C-7015

## IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2004

On this the, 2004 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
*******APPROVED******  County Auditor
Date:
Time Reconvened:
Time Adjourned or Recessed:

# February 2004

# FORT BEND COUNTY ENGINEERING



Trammel Fresno Rd from Hillcroft Ave to FM 521
PRELIMINARY ENGINEERING REPORT
Fort Bend County Mobility
Work Authorization #1 - PC 04300002445

CHAIRMAN OF THE BOARD WM. R. "BIFF" BURK, III, PE

## BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS
6420 RICHMOND AVE. SUITE 675
HOUSTON, TEXAS 77057
(Voice) 713 892 5901 (Fax) 713 892 5908
WWW.BKIUSA.COM

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

EXECUTIVE VICE PRESIDENT MICHAEL G. JACKSON, PE



OVER 90 YEARS OF SERVICE

February 25, 2004

Mr. D. Jesse Hegemier, P.E. County Engineer Fort Bend County 1124-52 Blume Rd Rosenburg, TX 77471

Re: P. E. R.: Trammel Fresno Road from Hillcroft Avenue to FM 521

Work Authorization #1 - PC04300002445

BKI Project No. 4036-01

Dear Mr. Hegemier:

Burk-Kleinpeter, Inc. is pleased to submit six (6) copies of the Preliminary Engineering Report for Trammel Fresno Road from Hillcroft Avenue to FM 521.

This report is submitted in accordance with the terms of the Fort Bend County Engineering Contract Purchase Order dated August 27, 2003. We wish to thank you and your staff for their assistance and input provided during preparation of this report.

We look forward to proceeding with the final engeering design phase of this project. If you have any questions please call me at 713.892.5901.

Respectfully,

Larry/J. Allen, P.E.

Associate

LA/lja

Attachment

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS
6420 RICHMOND AVENUE, SUITE 675 HOUSTON, TX 77057 (713) 892-5901 - (713) 892-5908

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То:	Fort Bend County Engineering 1124-52 Blume Road Rosenburg, Texas 77471  Ref: BKI #4036-01 P.E.R. Binder; Trammel Fresno Rd.									
Attention:	Ms. Paule	ette Bat	ts							
From:	Larry J. Al	len, P.E.			•					
Sending: X attached under separate cover Via										
Item	Date Number Description									
1	1 P.E.R. Binder for County Clerk's Office									
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Copies to:	BKI/Files									

REV 11/15/96 TRANSMIT.DOC

## PRELIMINARY ENGINEERING REPORT



## FORT BEND COUNTY ENGINEERING

**FOR** 

## Trammel Fresno Road from Hillcroft Avenue to FM 521

Fort Bend County Mobility
Work Authorization #1 – PC 04300002445

Submitted by:



6420 Richmond Avenue – Suite 675 Houston, Texas 77057 (713) 892-5901

February 2004

# PRELIMINARY ENGINEERING REPORT FOR

#### TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

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#### **EXECUTIVE SUMMARY**

Burk-Kleinpeter, Inc., (BKI) was retained by Fort Bend County to perform professional engineering services for reconstruction of Trammel Fresno Road from Hillcroft Avenue to FM 521, a distance of approximately 3.60 miles or 19,000 feet. The proposed project is located within Fort Bend County and serves as an arterial facility, providing access for residents from the east side of the City of Missouri City to FM 521.

The existing 21-foot wide two-lane asphalt roadway will be reconstructed to 62-foot wide including four 12-foot travel lanes, a 14-foot continuous left-turn lane with designated left-turning bay openings at cross streets or other locations. The proposed profile grade line (PGL) will be adjusted where necessary to keep the inside lanes of the roadway above the 25-year water surface elevation (WSE).

The existing right-of-way (R.O.W.), which varies from 70-feet to 120-feet, will be increased to 160-feet. The exception is the section of Trammel Fresno near Winfield Lakes Subdivision. This section has an existing right of way of 120-feet and property has already been platted for future development.

This PER covers the extent of BKI's investigation including coordination with Fort Bend County Engineering (FBCE), Fort Bend County Drainage District (FBCDD), Fort Bend County Fresh Water Supply District, the City of Missouri City, the Texas Department of Transportation (TxDOT), Union Pacific Railroad (UPRR), surveying, geotechnical investigation, environmental site assessment, general field investigations, drainage analysis and design, and roadway design. Additionally, this investigation has included design connection to the proposed Fort Bend Parkway located between Hillcroft Aveneu and Hurricane Lane. Furthurmore, the Fort Bend Parkway project is currently under construction.

The project provides for addressing the existing and proposed drainage conditions along Trammel Fresno Road. The project also crosses over Vicksburg drainage ditch, approximately 1,000 feet east of the intersection of Trammel Fresno and Hurricane Lane.

The existing cross drainage structures at this location consist of box culverts. The culverts will be extended to accommodate the proposed roadway improvements. The hydraulic analysis may provide for the addition of one (1) or more box culverts in order to accommodate both the additional pavement width and the additional conveyance.

The project also crosses over Mustang Bayou, approximately 1,400 feet west of the intersection of Trammel Fresno and FM 521. The existing drainage facility consist of a single span 43-foot wide box beam bridge supported by five (5) 16-inch square concrete piles that will be widened to accommodate both the additional pavement width and the additional conveyance.

The existing drainage is open ditch with closed conduits at the end points for outfall purposes. The proposed drainage should be a combination of storm sewer and open ditch. The storm sewer trunklines will be of sufficient capacity to handle future storm sewer systems due to the projected development in this area.

Three bridge options have been evaluated for this report: (1) widening the existing bridge; (2) replacing the bridge superstructure only; and (3) replacing the entire bridge. Preliminary analysis indicates that a complete replacement of the bridge may be recommended. A detailed discussion of each alternate will be included in this report. Due to the fact that the existing bridge is less than ten (10) years old, the recommended option is to widen by 25 feet.

A Phase I Environmental Site Assessment is included in this report in order to reveal environmental conditions and Wetlands Reconnaissance of potential isolated wetlands within the project area. A threatened and endangered species assessment is provided that identifies property that does or does not contain the habitat requirements for any species listed as threatened or endangered in Fort Bend County. A historical, cultural and archeological assessment identifies the presence of archeological sites within the project's area. Additionally, properties considered for acquisition of right of way, which contain buildings or large structures, are identified on the apparent right of way plans included in this report.

A Geotechnical Investigation was performed and a detailed report with recommendations and analysis is included in this report for the proposed roadway. The recommended pavement structure will consist of 5½-inches of asphalt concrete pavement, 12-inches of cement stabilized crushed limestone, and 8-inches of lime stabilized subgrade.

An aerial photography and ground survey was performed for this project. A majority of the existing field ties to drainage structures, property corners, pipes, utilities and flowline elevations were provided.

A preliminary traffic evaluation indicates that a conventional traffic signal may be warranted at Hillcroft Avenue, Hurricane Lane, Jan Street and Colorado/School Road; however, a traffic study is not within the scope of this report. Furthermore, the timing sequencing of the existing traffic signal at FM 521 would have to be reconfigured to accommodate the proposed improvements at Trammel Fresno.

The preliminary construction cost estimate is \$9,200,000. This estimate includes widening the south side of the bridge over Mustang Bayou. Also, this estimate Includes storm sewer trunklines, additional right of way for the proposed roadway/detention, and drainage improvements at outfall locations such as the Long Point drainage ditch and the widening of the existing bridge over Mustang Bayou.

The additional right of way requirements that is proposed for this project, will effect approximately 37 properties which includes eight (8) residences and two (2) commercial businesses. The total estimated cost for the additional right of way and detention is \$1.1 million.

#### PRELIMINARY ENGINEERING REPORT FOR TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

Part 1 Introduction

#### 1.1 INTRODUCTION

#### 1.1.1 Introduction

Preparation of this preliminary engineering report was initiated by Fort Bend County Engineering (FBCE) on behalf of Precinct 1 and Precinct 2 to investigate the reconstruction of Trammel Fresno Road between Hillcroft Avenue and FM 521. Tasks undertaken in the preparation of the report included topographic surveying, locating right-of-ways, culvert flow-lines, preparation of preliminary roadway plans, storm sewer investigation, environmental assessment, geotechnical investigation, wetlands study and evaluation, and preparation of an estimate of the construction cost.

#### 1.1.2 Authorization

Burk-Kleinpeter, Inc. was retained by Fort Bend County to perform professional engineering services concerning the proposed reconstruction of Trammel Fresno Road from Hillcroft Avenue to FM 521. This authorization was given through a contract executed by Commissioners' Court on dated August 12, 2003.

Authorization to proceed for the preparation of this report was given to Burk-Kleinpeter, Inc., through Purchase Order No. PC 04300002445 by a letter from the Fort Bend County Engineering, dated August 27, 2003.

#### 1.1.3 Purpose and Scope

The primary purpose of this project is to enhance traffic flow within the project limits, allowing for improved access for residents in the City of Missouri City and Fort Bend County to FM 521. Additionally, improved access for residents within future developments to the Hightower High School will result. Although improvements to State Highway 6 are currently being constructed, Trammel Fresno would serve as an alternate evacuation route during environmental or civil emergencies.

The scope of the project is to reconstruct and widen the existing 21-foot two-lane asphalt roadway with roadside ditches to a 62-foot asphaltic concrete roadway section with roadside ditches and intermittent storm sewers. The primary section will consist of a 4-lane roadway divided with a 14-foot continuous left-turn lane. The project will also include designated left-turn bays at various locations lanes, specifically near Hightower High School, at Hurricane Lane.

This effort will be designed according to the latest version of the Texas Department of Transportation's "Roadway Design Manual and Traffic Operations Manual."

In addition, the proposed work will include some utility adjustments, bridge widening or replacement, signing, pavement markings, traffic control plans, storm water pollution prevention plans, drainage analysis, and traffic signal adjustments and/or signalization.

The existing bridge structure over Mustang Bayou has been studied to determine if it should be expanded or replaced and a recommendation has been provided. Existing utilities have been studied and recommendations have been included in this report. All work is to be designed in accordance with the Texas Department of Transportation's design criteria.

#### 1.1.4 Investigations and Studies

Investigations and studies performed on this project include surveying, right-ofway determination, a geotechnical investigation, an environmental study, and horizontal and vertical geometry determinations. A traffic signal study was not apart of this report, however, a traffic signal will be proposed at Hillcroft Avenue, Hurricane Lane, Jan Street, and Colorado/School Road.

Furthermore, the timing sequencing of existing traffic signal at FM 521 will have to be reconfigured to accommodate the proposed improvements at Trammel Fresno road.

The surveying was performed to provide topography and geometry for cross-sections and the determination of horizontal and vertical alignments, and to tie down all utilities, storm sewer, and other miscellaneous items within the project limits. The existing right-of-way varies from 70-feet to 120-feet.

A Phase I Environmental Site Assessment (Phase I ESA) was performed and addresses past and present uses of the project area with respect to its possible environmental impacts. This evaluation also considers the potential for environmental impacts to the property from adjacent activities as well as the potential impact to adjacent lands. A record review and site reconnaissance was performed. The Environmental Report was prepared by QC Laboratories, Inc.

A geotechnical investigation was performed along the existing alignment of Trammel Fresno Road. The report includes all the soil boring logs, laboratory testing results, groundwater level determination, recommendations for new pavement design, and a bridge foundation analysis. The Geotechnical Report was prepared by QC Laboratories, Inc.

A wetlands study and evaluation was performed along the existing alignment of Trammel Fresno Road. The purpose of the study was to determine the status of the property along Trammel Fresno Road with respect to wetland characteristics and determination. Information concerning the property was obtained through several site visits, regulatory agency records, and historical research.

The study was conducted in accordance with the Clean Water Act, Section 404 and the U.S. Army Corps of Engineers Procedure and Criteria for the Issuance of Permits. The report was prepared by Environmental Resource consultants (ERC), under contract with QC Laboratories, Inc.

#### 1.2 PROJECT LOCATION

#### 1.2.1 Project Location

The project's site is located in the southeastern part of Fort Bend County near the Fort Bend Brazoria County line and within the jurisdictional limits of Fort Bend County, Texas. A section of this project, from Hillcroft Avenue to just west of Hurricane Lane, is within the jurisdictional limits of the City of Missouri City.

The length of the project is approximately 19,000 linear feet or 3.60 miles. The project is located on Fort Bend County Key Map©, pages 610 367, blocks Y and Z, and 611, blocks W, X, Y and Z.

#### 1.2.2 Existing Roadway

The existing Trammel Fresno Road is a two-lane undivided asphalt roadway with roadside ditches along each side of the facility; which traverses in an east-west direction and lies within 70-feet to 120-feet of existing right-of-way. The existing pavement generally appears to be in fair condition with some repairs needed at select areas due to cracking. The existing centerline stripping and stop bars at the intersection of Trammel Fresno and FM 521 were in fair condition at the time of this report.

The posted speed limit along Trammel Fresno Road is 40 MPH. The asphalt pavement section along the project is 21 foot-wide, with two (2) 11-foot lanes, without shoulders, and open ditch drainage.

#### 1.2.3 Existing Bridge Information

There is presently a single span bridge structure crossing Mustang Bayou. The Bridge is 43' wide and 60' in length. The bridge deck consists of 20" box beams overlaid with asphalt. Galvanized T6-Rails are positioned along the outside edges of the structure. According to available drawings, the bridge was designed and constructed by TxDOT in 1994 and appears to be in good condition.

The superstructure consists of five (5) 16-inch square concrete piles at the abutments. The structure was designed for HS-20 Loading in accordance with 1989 AASHTO Standard Specifications. The structure was designed for a speed of 60 MPH.

The existing bridge will be widened along the south side of the structure. To achieve the desired bridge configuration, additional box beams would be erected adjacent to the existing structure. The existing abutment cap would be widened, new abutments and end spans would be constructed.

The existing bridge components that would need to be removed on the south side of the bridge where the widening will occur include the existing traffic rail, the abutment wingwall, and the abutment backwall.

#### 1.2.4 Topography and General Conditions

The topography of the region is generally level and slopes in a southeastern direction towards Mustang Bayou. The area is predominately rural but quickly developing at an exceptional rate. There are several small commercial businesses in the area, however, the majority of the area is residential.

Existing ditches are located along each side of Trammel Fresno and provide drainage to Mustang Bayou, for the eastern part of this project, and the Vicksburg drainage crossing for the western part of the project.

Refer to the geotechnical investigation, which consisted of soil borings along the project alignment and at the bridge at Mustang Bayou.

#### 1.2.5 Existing Drainage

Existing drainage date was collected and related to the Federal Emergency Management Agency (FEMA) and Flood Insurance Study hydrologic and hydraulic models. The date concerning FEMA models consisted of collecting HEC-1 models; there are three (3) main watersheds: Mustang Bayou watershed, Long Point Creek watershed, and Long Point Creek east watershed. Drainage area maps and flood plain maps were also obtained from Fort Bend County Drainage District.

The existing natural direction of overland sheet flow, during the 100-year storm, for the Mustang Bayou, along Point Creek, and Long Point Creek East watersheds, is generally to the south, based on USGD natural topography of the project area. Mustang Bayou, Long Point Creek, and Long Point Creek East, are FEMA studied streams resulting in a no-impact criteria to be maintained for this project. For smaller durations storm events, the natural drainage is to the south but follows the path along roadside ditches to the outfalls.

The proposed improvements along Trammel Fresno will effect the following drainage systems: Long Point Creek, and Long Point Creek East watersheds within the middle sections of the project, and Mustang Bayou watershed along the eastern section.

Existing land uses for the area assisted in defining the hydrologic characteristics. In the western section of the project there is sparse development. Within the last ten years, just east of the proposed Fort Bend Parkway intersection with Trammel Fresno, there has been major developments such as Hightower High School and Winfield Estates Subdivision, which has ignited other residential growth in the area.

#### 1.2.6 Existing Utility and Pipeline Data

Water Lines and Sanitary Sewers:

Burk-Kleinpeter, Inc. has requested information from Fort Bend County MUD # 23, Fort Bend County MUD # 47, Fort Bend County MUD # 48, Fort Bend County MUD # 49, Sienna Plantation Utility District, and Fresno Mobile Home Park and was informed that they could not provide any records.

Burk-Kleinpeter, Inc. met at the project's site with a representative from ST Environmental who provided an approximate location of existing utilities within the project limits. Burk-Kleinpeter, Inc. was also informed that no record-drawings existed.

Site investigations revealed water lines, sanitary sewer connections along Trammel Fresno Road just west of Jan Street to Hillcroft Avenue. Most of the utilities provide services to several residential developments in the area such as services connection to Winfield Lakes Subdivision.

According to drawings obtained, there are two (2) waterlines parallel with the south right of way of Trammel Fresno, between Hurricane Lane to Hillcroft Avenue. The drawings also provide for a proposed 12-inch waterline and 8-inch water line along the north right of way line, between Hurricane Lane and Hillcroft Avenue.

Burk-Kleinpeter, Inc. also visited the Houston Branch Office of the Texas Commission on Environmental Quality (TCEQ) and was provided names of entities issued permits for wastewater services within the project's area.

CenterPoint, SBC, El Paso Pipeline, Verizon, GTE, Sprint, and Valero Pipelines: Burk-Kleinpeter, Inc. contacted each utility company listed and has not received adequate record drawing information before this report was finalized. Burk-Kleinpeter, Inc. will also recommend a Subsurface Utility Engineering (S.U.E.) investigation once formal roadway design activities are approved. CenterPoint has existing overhead utility crossings within the project limits.

Centerpoint has an overhead power line along the existing south right of way of Trammel Fresno from FM 521 past Mustang Bayou. An overhead line is also located near Jan Road and near Gettie Road. A preliminary investigation revealed that the overhead lines may have to be adjusted to avoid conflict with the proposed roadway improvements.

Verizon Communications owns a utility facility and a satellite transmission tower, located along the south right of way of Trammel Fresno between Colorado Road and Gettie Road (physical address is 819 Trammel Fresno).

Burk-Kleinpeter, Inc. met with a representative of Verizon at the site to identify and potential conflict with the proposed improvements. Verizon indicated that they could not consider relocating the facility due to the enormous cost involved. Burk-Kleinpeter, Inc. recommends acquiring right of way along the north right of way, in this area to avoid this potential conflict.

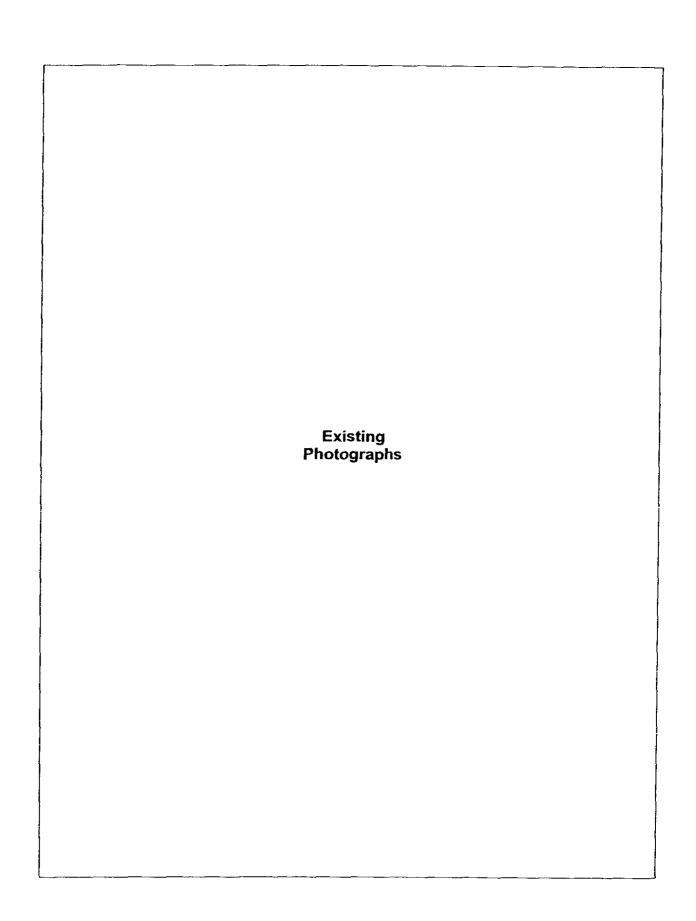
Burk-Kleinpeter, Inc. also met with representatives of Valero Pipeline company concerning an eight-inch high-pressure gasline currently under construction across Trammel Fresno just west of Hurricane Lane. The gasline was constructed to avoid conflicts with the proposed construction of the Fort Bend County Parkway crossing of Trammel Fresno and will not conflict with the proposed improvements along Trammel Fresno.

The area of the proposed Fort Bend Parkway that crosses Trammel Fresno is not included within the scope of this report. The length of work along Trammel Fresno/Fort Bend Parkway intersection is approximately 3,784 feet or 0.7 miles.

Burk-Kleinpeter, Inc. also investigation the existing satellite transmission along the north right of way of Trammel Fresno, just west of Hurricane Lane. The location of the tower appears to be in conflict with the proposed improvements. Burk-Kleinpeter, Inc. recommends acquiring right of way along the south side of Trammel Fresno in order to avoid this potential conflict.

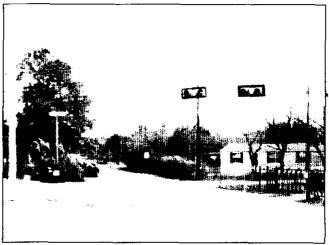
#### 1.2.7 Existing Right Of Way

The existing right of way along Trammel Fresno, between Hillcroft Avenue and FM 521 varies from 70-feet to 120-feet. The roadway section east of Hurricane Lane and just east of Caldera Road is within 120-foot right-of way.

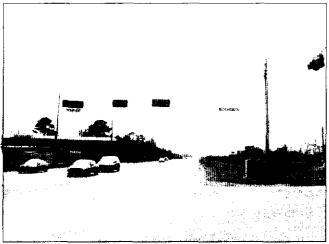




Renfro Grocery: Trammel Fresno at FM 521



Palmetto Rd at FM 521 Looking East



FM 521 at Trammel Fresno (Palmetto) Looking South



Trammel Fresno at UPRR Looking West



Trammel Fresno at UPRR Looking West



Trammel Fresno West of UPRR Looking West

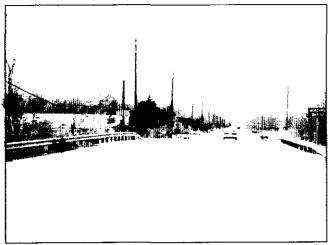
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Trammel Fresno East of Mustang Bayou Looking West



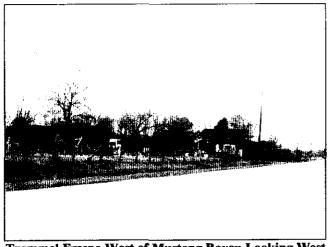
Trammel Fresno at Mustang Bayou Looking West



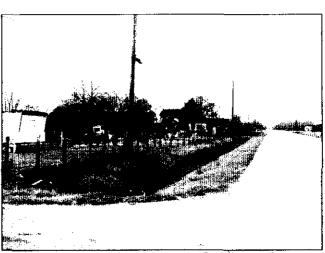
Trammel Fresno at Mustang Bayou Looking West



Trammel Fresno West of Mustang Bayou Looking West



Trammel Fresno West of Mustang Bayou Looking West

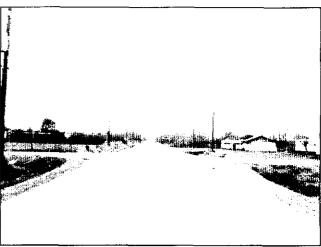


Trammel Fresno West of Mustang Bayou Looking West

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Trammel Fresno West of Mustang Bayou Looking West



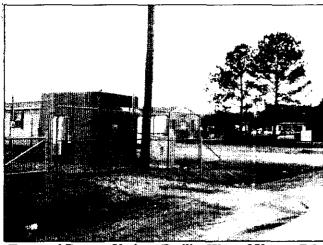
Trammel Fresno at Kansas/ Naill Rd Looking West





Trammel Fresno West of Kansas/Naill Rd Looking West

Trammel Fresno West of Kansas/Naill Rd Looking West



Trammel Fresno: Verizon Facility West of Kansas Rd

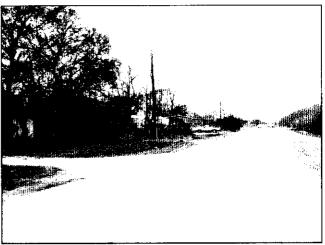


Trammel Fresno East of School Rd Looking West

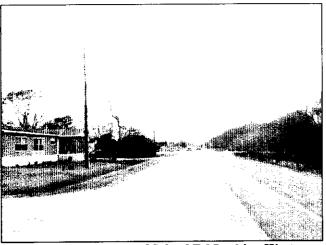
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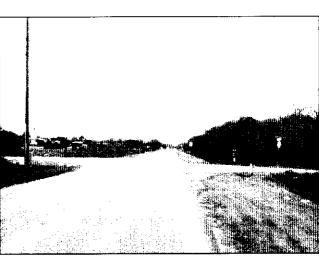
Trammel Fresno: Church East of School Rd



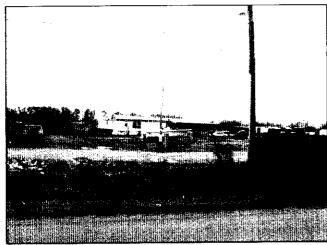
Trammel Fresno East of School Rd Looking West



Trammel Fresno East of School Rd Looking West



Trammel Fresno at School/Colorado Rd Looking West



Trammel Fresno West of School Rd

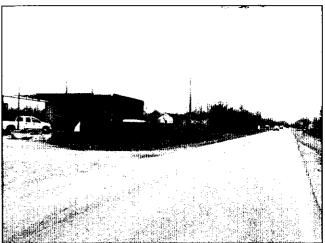


Trammel Fresno West of School Rd Looking West

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Trammel Fresno East of Gettie Rd Looking West



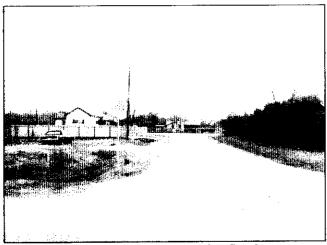
Trammel Fresno East of Gettie Rd Looking West



Trammel Fresno East of Gettie Rd Looking West



Trammel Fresno: Church East of Gettie Rd



Gettie Rd atTrammel Fresno Looking South

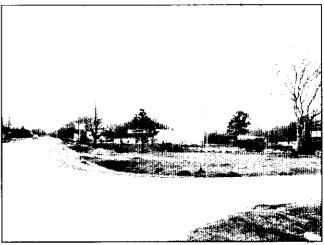


Trammel Fresno at Indiana Rd Looking West

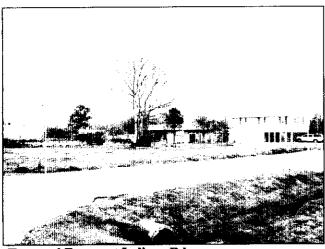
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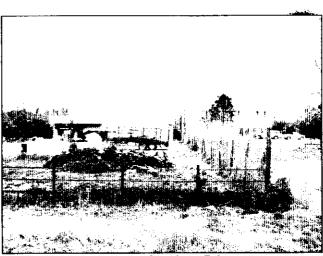
Trammel Fresno at Indiana: Propone/Dirt Business



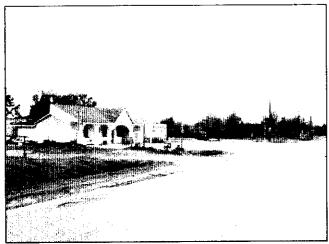
Trammel Fresno at Indiana Rd Looking West



Trammel Fresno at Indiana Rd



Trammel Fresno West of Indiana Rd



Trammel Fresno East of Lissie Rd: Business



Trammel Fresno East of Lissie Rd: Business

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Trammel Fresno at Lissie Rd Looking East



Trammel Fresno East of Illinois Rd: Business



Trammel Fresno at Illinois Rd Looking West



Trammel Fresno East of Louise Rd Looking West

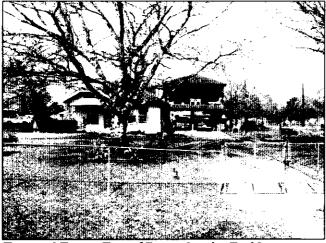


Trammel Fresno West of Louise Rd: Business

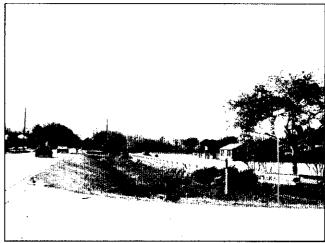


Trammel Fresno East of Pennsylvania Rd Looking West

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Trammel Fresno East of Pennsylvania: Residence



Trammel Fresno at Pennsylvania Rd Looking West



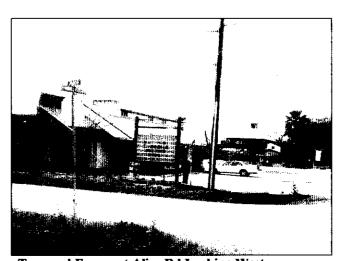
Trammel Fresno East of Pennsylvania: Residence



Trammel Fresno East Pennsylvania: Residence

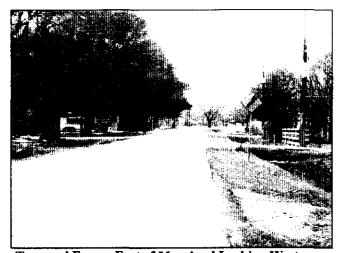


Trammel Fresno West of Pennsylanvia: Residence

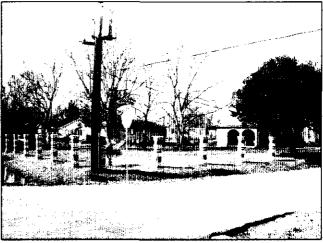


Trammel Fresno at Alice Rd Looking West

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Trammel Fresno East of Maryland Looking West



Trammel Fresno at Maryland Rd Looking West



Trammel Fresno at California Rd Looking West



California Rd at Trammel Fresno: Structures



Trammel Fresno West of California Rd Looking West

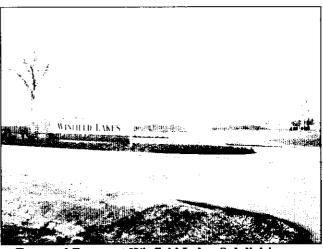


Trammel Fresno East of Caldera St: Utility Structure

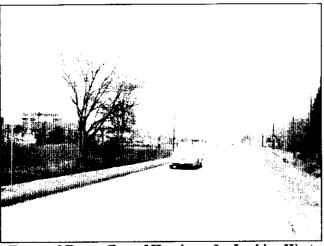
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Trammel Fresno: Winfield Lakes Subd Looking West



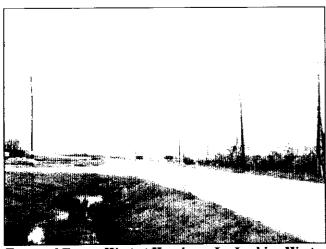
Trammel Fresno at Winfield Lakes Subdivision



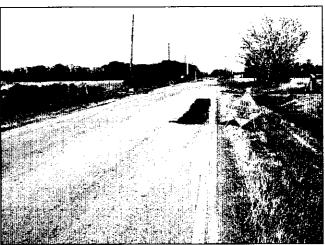
Trammel Fresno East of Hurricane Ln Looking West



**Hurricane Lane: Hightower High School** 



Trammel Fresno West at Hurricane Ln Looking West



Trammel Fresno at Proposed FB Parkway Looking East

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Trammel Fresnoat Hillcroft Ave Looking West



Trammel Fresno at Hillcroft Ave Looking East



Trammel Fresno at Hillcroft (Vicksburg) Looking West

#### PRELIMINARY ENGINEERING REPORT FOR TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

Part 2
Design Criteria

#### 2.1 DESIGN CRITERIA

#### 2.1.1 Texas Department of Transportation

The general roadway design for the Trammel Fresno project will be prepared in accordance with the latest versions of: Roadway Design Manual (TxDOT), A Policy on Geometric Design of Highways and Streets (AASHTO), Standard Specifications for Construction of Highways, Streets and Bridges (TxDOT), Highway Operations Manual of the Traffic Operations Manual (TxDOT), and Highway Capacity Manual (Transportation Research Board).

#### 2.1.2 Fort Bend County Drainage District

The general drainage design for the Trammel Fresno project will be prepared based on Fort bend County's Drainage District standards. Roadside ditches included in this project are designed and based on a two-year frequency rainfall. The area drained into Trammel Fresno Road generally included a 150-foot wide strip on each side of the proposed right of way.

#### 2.1.3 Geometric Design

#### Typical Sections

There are two (2) primary typical sections proposed for this project. The primary typical section for the majority of this project will consist of a 4-lane roadway, a 14-foot continuous left turn lane, with 7.5-foot shoulders, open ditch drainage (4:1 front slope and 3:1 back slope) all incorporated within 160-foot right of way. Roadway transitions will be povided on each end of the work at the Fort Bend Parkway.

The existing right of way near Winfield Lakes Subdivision is 120 feet and has already been platted. As a result, a concrete curb and gutter section is proposed for this section of the project. The proposed typical section consists of a 4-lane curb and gutter roadway, a 14-foot continuous left turn lane.

Drainage for the area near Winfield Lakes Subdivision will consist of parallel storm sewer trunklines that will outfall into the open-ditch sections on eastern and western ends of the facility.

#### Horizontal Alignment

For a majority of this project, the proposed roadway will adhere to the same horizontal alignment of the existing roadway. The only variance from the existing alignment is at the four (4) curves located along the roadway.

For the proposed alignment, the curves have been increased to a radii of 2000feet, which falls within the parameters as established by the Texas Department of Transportation (TxDOT).

#### Vertical Alignment

Two (2) different vertical alignments were studied for the proposed Trammel Fresno Road:

1. Keep the profile above the 100-year Water Surface Elevation.

This option would entail setting the proposed Trammel Fresno Road Profile Grade Line (PGL) above the 100-year Water Surface Elevation and constructing a new bridge with a low chord a minimum of 18-inches above the 100-year Water Surface Elevation. Option 1 was ruled out due the excessive cost, required additional right of way, and hydraulic issues due to the raised profile.

2. Maintain the existing profile with variances where applicable.

This option would entail matching the existing Trammel Fresno Road Profile Grade Line (PGL) for the entire length of the project and widening the existing bridge over Mustang Bayou to accommodate the new roadway facility. This option is feasible because Trammel Fresno does not have a history of flooding during high-water events.

#### 2.1.4 Pavement Design

For a majority of this project the proposed roadway will be reconstructed of out asphaltic concrete pavement placed on cement stabilized crushed limestone, with a sub-base of lime stabilized subgrade. The recommended asphalt pavement section is as follows:

- 5 1/2" Asphaltic Concrete Pavement
- 12" Cement Stabilized Crushed Limestone
- 8" Lime Stabilized Subgrade

For the section of the project near Winfield Lakes Subdivision, a concrete section is recommended. The proposed concrete pavement section s as follows:

- 10" Concrete Pavement (Reinforced)
- 8" Lime Stabilized Subgrade

#### 2.1.5 Bridge Design

Existing Bridge Structure

The existing bridge crosses over Mustang Bayou with a single 60-foot span. The bridge width is 43-feet and consists of two 12-foot lanes, two 8-foot shoulders, and two Type T-6 traffic rails. The superstructure consists of 10 20-inch deep AASHTO box beams with a 4-inch concrete slab. The substructure utilizes five (5) 16-inch square concrete piles for each abutment.

For this project, Trammel Road is being upgraded from a 2-lane to 5-lane roadway facility. The existing bridge must be widened to accommodate the widened roadway section. The proposed bridge will also have provisions for pedestrain walkways along each side. Therefore, the existing bridge would be widened approximately 25 feet. An important design issue is that the low chord of the existing bridge shall be maintained to satisfy the requirements of Fort Bend County Drainage District.

This study also evaluated three (3) different bridge alternatives as described below.

Alternative 1 – Widen the Existing Bridge over Mustang Bayou

For this alternative, as much of the existing bridge will be salvaged as possible, including the superstructure and substructure. The proposed widening would be along the north side of the existing bridge.

To obtain the desired bridge configuration, additional 16-inch square concrete piles would be driven adjacent to the existing, the abutment cap would be widened, and new box beams would be placed. The components of the bridge that would have to be removed and replace include the existing Type T-6 rails.

By removing and replacing the Type T-6 would reduce the cost for this proposed work. An inspection of the existing Type T-6 rails indicated that they were both are in good condition.

#### Advantages:

- Lowest initial construction cost
- The existing bent location is satisfactory with the proposed widening limits of the bayou.

#### Disadvantages:

Must work around existing bridge vertical profile

- Unique detailing required to connect new bridge construction with existing bridge structure
- Good contractor required to perform rehabilitation details.

#### Alternative 2 - Replace Existing Superstructure

This alternative would result if the low chord elevation were well below an acceptable 100-year elevation. For this alternative, the existing superstructure will be removed but the existing abutments will remain and augmented at an elevation to accommodate the new superstructure.

A new superstructure consisting of box beams and a concrete deck would be constructed and would be continuous without any rehabilitation construction joints. The components that would need to be removed include the existing superstructure, traffic rails, abutment wingwalls and abutment backwalls.

#### Advantages:

- Provides some flexibility in the roadway vertical profile
- The existing bent location is satisfactory with the proposed widening limits of the bayou.
- Simplified design and construction which reduces long term maintenance issues.

#### Disadvantages:

- Does not use existing superstructure which is in good condition
- Higher initial design costs.

#### Alternative 3 - Replace Existing Bridge

This alternative would replace the entire existing bridge structure, including substructure, with a new bridge structure that could be longer, wider, and higher than the existing bridge.

#### Advantages:

- Provides some flexibility in the roadway vertical profile
- Contractor does not have to work around existing structure after removal
- Accommodates a wider configuration of the bayou
- Simplified design and construction which reduces long term maintenance issues.

#### Disadvantages:

Does not use existing superstructure which is in good condition

Higher initial design costs.

#### Bridge Recommendation

Burk-Kleinpeter's recommendation is to proceed with Alternative 1. This alternative uses the existing bridge over Mustang Bayou. The bridge is less than 10 years old and appeared to be in good structural condition at the time of inspection; September 2003.

#### 2.1.6 Drainage Design

A Hydrologic and Hydraulic Analysis has been prepared for the proposed improvements along Trammel Fresno Road. The analysis utilizes the existing topographic map and field investigations as well as the latest drainage information provided by Fort Bend County Drainage District.

#### 2.1.7 Utility Relocations

Several utility relocations may be necessary due to conflicts with the proposed design. The widening and realignment of Trammel Fresno will require the relocation of two (2) Southwestern Bell fiber-optic lines, two (2) Verizon Communication lines: one (1) fiber and one (1) copper), Reliant Energy Power poles, and several small diameter water lines and sanitary sewer connections.

#### 2.1.8 Right of Way

The proposed right of way for Trammel Fresno Road will be increased from 100-feet to 160-feet with the exception of the section near Winfield Lakes Subdivision. The reason for acquiring 160-feet of right of way is so that drainage can be carried within an open-ditch drainage system; which is less expensive that a storm sewer system.

#### 2.1.9 Environmental Investigation

The Preliminary Environmental Site Assessment (ESA) was prepared by QC Laboratories, Inc. for the Trammel Fresno Road project. A separate report is included in this document. The objective of the ESA was to identify obvious, actual, and potential sources of contamination that could become an environmental liability for this project.

The scope of services in the ESA consisted of visual examination of the site and adjacent properties, historical review of site, review of regulatory agency within the prescribed search radii, site geology, topography, groundwater and surface water characteristics.

A summary of the ESA report indicates that based upon the site reconnaissance, reviews of regulatory databases, site geology, surface water runoff and other available data, the entire project site with the exception of the TXLUST site near the Renfrow Grocery holds a low risk for environmental contamination from off site facilities and no further investigations are recommended.

#### 2.1.10 Geotechnical Investigation

The Geotechnical Investigation was prepared by QC Laboratories, Inc. for the Trammel Fresno Road project. A separate report is included in this document. To evaluate the subsurface conditions, eight (8) soil borings were drilled within the project's limits. Penetrometer strength tests, water level readings and visual soil classifications were made during field operations.

Geotechnical laboratory tests were performed on selected soil samples to determine the pertinent physical properties and strength of the soil to develop the foundation recommendations.

#### 2.1.11 Wetlands Study and Evaluation

The Wetlands Study and Evaluation was prepared by Environmental Resource Consultants (ERC) under contract with QC Laboratories, Inc. for the Trammel Fresno Road project. A separate report is included in this document. The purpose of the wetlands study was to determine the status of the subject property with respect to wetland characteristics and determination. Information concerning the subject property was acquired through a site visit, regulatory agency records, and historical research.

Based on the site visit and research conducted at the local and state level regarding the subject property including historical sources, it appears that the project limits did not meet any of the three (3) diagnostic environmental characteristics for wetland environments; (1) the land supports predominantly hydrophytic vegetation; (2) the substrate is predominantly hydric soil; and (3) the substrate is saturated with water to less than 0.5 feet for one week or more during the growing season or exhibits a water table of less than 1.5 feet beneath the surface.

No further investigations for this project are recommended to meet the criteria established by the Clean Water Act, Section, 404 and the U.S. Army Corps of Engineers procedures and criteria for the issuance of permits.

2.1.12 Storm Water Pollution Prevention Plan
A storm water pollution prevention plan was not prepared for the preliminary engineering phase of this project, but will be included in the final plans and specifications. Typical items that will be included are the placement of filter fabric fence around drainage culvert and along the right of ways, to prevent loss of silt and soil, and placement of filter fabric fence along drainage outfall banks in disturbed areas.
Other storm water pollution prevention measures will include stabilized construction entrance/exists and construction mats for equipment working in the bayou or drainage ditch.
An area of approximately 70 acres is projected to be disturbed during construction of this project. Therefore, a NPDES N.O.I. and N.O.T. permit will be required. The required forms will be completed in the design phase.

#### PRELIMINARY ENGINEERING REPORT FOR TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

Part 3
Construction Estimates

3.1 PROJECT COST ESTIMATE
3.1.1 Estimate of Construction Cost
The preliminary construction cost estimate is \$9,200,000 for the recommended typical section. The estimate for providing a concrete roadway is \$12,500,000. The resulting savings to Fort Bend County is \$3,300,000.

# FORT BEND COUNTY MOBILITY Trammel Fresno Road Improvements Preliminary Construction Cost Estimate

Project Length: 18,835.43 LF = 3.57 MI

BID ITEM	UNIT	UNIT QUANTITY		NIT PRICE	COST	
PAVING						
Prepare Right Of Way	STA	190	\$	900.00	\$	171,000.00
Roadway Excavation	CY	22,755	\$	4.00	\$	91,020.00
5 1/2" Asphalt Concrete Pavement (Surf)	TON	34,630	\$	35.00	\$	1,212,050.00
10" Concrete Pavement (Reinforced)	SY	15,800	\$	40.00	\$	632,000.00
12" Cement Stab Crush Limestone	SY	116,310	\$	3.75	\$	436,162.50
8" Lime Stab Subgrade	SY	135,185	\$	3.25	\$	439,351.25
6" Concrete Curb and Gutter	LF	4,445	\$	8.00	\$	35,560.00
Street Intersections	SY	2,520	\$	40.00	မှ	100,800.00
Driveways (6" Depth)	SY	4,888	\$	28.00	\$	136,864.00
DRAINAGE						
TY "A" Inlet	EA	30	\$	2,100.00	\$	63,000.00
Manhole	EA	15	\$	2,500.00	\$	37,500.00
24" RCP	LF	750	\$	50.00	\$	37,500.00
30" RCP	LF	650	\$	60.00	\$	39,000.00
36" RCP	LF	450	\$	75.00	\$	33,750.00
66" RCP	LF	5,350	\$	160.00	4	856,000.00
72" RCP	LF	5,350	\$	190.00	\$	1,016,500.00
Concrete Box Culverts	LF	300	\$	500.00	\$	150,000.00
Trench Safety	LF	6,350	\$	3.00	S,	19,050.00
Structural Excavation	CY	3,000	\$	5.00	\$	15,000.00
Cement Stabilized Backfill	CY	3,000	\$	35.00	\$	105,000.00
Drainage Improvments at Outfalls	CY	1,000	\$	35.00	₩	35,000.00
MISCELLANEOUS						
4" White Pavement Markings	LF	37,710	\$	0.50	69	18,855.00
4" Yellow Pavement Markings	LF	42,415	\$	0.50	\$	21,207.50
8" White Pavement Markings	LF _	1,515	\$	1.00	\$	1,515.00
24" White Pavement Markings	LF	500	\$	5.00	\$	2,500.00
Pavement Markings "Arrow"	EA	180	\$	125.00	\$	22,500.00
Pavement Markings "Word"	EA	270	\$	150.00	\$\$	40,500.00
Furnish & Place Topsoil (4")	SY	80,256	\$	1.00	\$	80,256.00
Hydromulch Seeding	SY	189,550	\$	0.50	\$	94,775.00
Filter Fabric Fence	LF	75,340	\$	2.00	\$	150,680.00
Barricades, Sign, and Traffic Handling	MO	22	\$	1,500.00	\$	33,000.00
Mobilization	LS	11	\$	700,000.00	\$	700,000.00
Mustang Bayou Bridge Widening	LS	111	\$	175,000.00	\$	175,000.00
Traffic Signals at Intersections	EA	4	\$	35,000.00	\$	140,000.00
UPRR Signal Adjustments	LS	1	\$	35,000.00	\$	35,000.00
Traffic Signing	LS	1	\$	25,000.00	43	25,000.00
Exist Utility Adjust (Stm, Wtr, San.)	LS	1	\$	30,000.00	\$	30,000.00
Additional Right Of Way	SF	1,135,000	\$	1.00	\$	1,135,000.00

Subtotal 10% Contingencies

\$ 8,367,896.25 836,789.63

TOTAL

\$ 9,204,685.88

# FORT BEND COUNTY MOBILITY

# **Trammel Fresno Road Improvements**

# **Preliminary Construction Cost Estimate**

(Concrete Pavement Section Throughout Project Limits)

Project Length: 18,835.43 LF = 3.57 MI

BID ITEM	UNIT	QUANTITY	UNIT PRICE		COST	
PAVING						
Prepare Right Of Way	STA	190	\$	900.00	\$	171,000.00
Roadway Excavation	CY	22,755	\$	4.00	\$	91,020.00
10" Concrete Pavement (Reinforced)	SY	130,260	\$	40.00	\$	5,210,400.00
8" Lime Stab Subgrade	SY	135,185	\$	3.25	\$	439,351.25
6" Concrete Curb and Gutter	LF	4,445	\$	8.00	\$	35,560.00
Street Intersections	SY	2,520	\$	40.00	\$	100,800.00
Driveways (6" Depth)	SY	4,888	\$	28.00	\$	136,864.00
DRAINAGE						
TY "A" Inlet	EA	30	\$	2,100.00	\$	63,000.00
Manhole	EA	15	\$	2,500.00	\$	37,500.00
24" RCP	LF	750	\$	50.00	\$	37,500.00
30" RCP	LF	650	\$	60.00	65	39,000.00
36" RCP	LF	450	\$	75.00	\$	33,750.00
66" RCP	LF	5,350	\$	160.00	\$	856,000.00
72" RCP	LF	5,350	\$	190.00	\$	1,016,500.00
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Filter Fabric Fence	LF	75,340	\$	2.00	\$	150,680.00
Barricades, Sign, and Traffic Handling	МО	22	\$	1,500.00	\$	33,000.00
Mobilization	LS	1	\$	730,000.00	\$	730,000.00
Mustang Bayou Bridge Widening	LS	1	\$	175,000.00	\$	175,000.00
Traffic Signals at Intersections	EA	4	\$	35,000.00	\$	140,000.00
UPRR Signal Adjustments	LS	1	\$	35,000.00	\$	35,000.00
Traffic Signing	LS	1	\$	25,000.00	\$	25,000.00
Exist Utility Adjust (Stm, Wtr, San.)	LS	1	\$	30,000.00	\$	30,000.00
Additional Right Of Way	SF	1,135,000	\$	1.00	\$	1,135,000.00

Subtotal 10% Contingencies

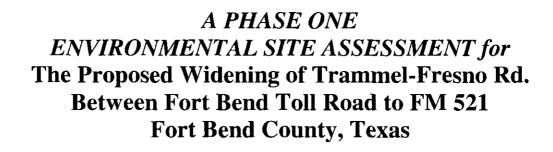
\$ 11,328,083.75 1,132,808.38

TOTAL

\$ 12,460,892.13

# PRELIMINARY ENGINEERING REPORT FOR TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

Part 4
Environmental Site Assessment



QCL PROJECT NO.: 03E0905



LABORATORIES, INC.
Geotechnical & Materials Engineers

# A Phase One ENVIRONMENTAL SITE ASSESSMENT for The Proposed Widening of Trammel-Fresno Road Between Fort Bend Toll Road to FM 521 Fort Bend County, Texas

# Prepared for:

Burk-Kleinpeter, Inc. 6420 Richmond Avenue, Suite 675 Houston, Texas 77057

Project No.: 03E0905

Prepared by:

QC Laboratories, Inc. 524 Rosamond St. Houston, Texas 77076

November 2003







November 07, 2003

Project No: QCL 03E0905

Burk-Kleinpeter, Inc., 6420 Richmond Avenue, Suite 675 Houston, Texas 77057

Attention:

Mr. Larry Allen, P.E.

Reference:

A Phase I Environmental Site Assessment for

The proposed widening of Trammel-Fresno Road between

The proposed Fort Bend Parkway and FM 521

Fort Bend County, Texas

Dear Mr. Allen:

QC Laboratories, Inc., is pleased to submit our final report for a Phase I Environmental Site Assessment for the referenced property. This report supercedes all the previously issued reports, transmittals and memos related to this project. This project was originally authorized by, you on September 5, 2003.

This report has been prepared on behalf of and exclusively for the use of Burk-Kleinpeter, Inc., Inc. This eport represents only those items identified and/or conveyed to us and are not indicative of adjacent sites. This report shall not be reproduced except in its entirety and with the express permission of QC Laboratories, Inc.

We appreciate the opportunity to work with you on this phase of the project and look forward to the successful completion of the project. If you should have any questions or require additional information, please call us at your convenience.

Very truly yours,

QC LABORATORIES, INC.

Dr. B. Krishna Goparaju, Ph.D.

Vice President

Date

Geotechnical Engineering Services

Job J. Pothanikat, P.E. 11-26-6

Principal Engineer

Date

Labs\winword\Environmenta\03E0905

524 Rosamond St. · Houston, Texas 77076

Tel: (713) 695-1133 • Fax: (713) 695-0808

www.qclabs.com

# A Phase One Environmental Site Assessment for The Proposed Widening of Trammel-Fresno Road Between Fort Bend Toll Road to FM 521 Fort Bend County, Texas November 2003

#### **EXECUTIVE SUMMARY**

A Phase One, Environmental Site Assessment (ESA) for the referenced site has been performed by QC Laboratories, Inc. as requested by Mr. Larry Allen, Burk-Kleinpeter, Inc, Houston, Texas.

The current report is intended for the proposed site of widening of Trammel-Fresno Road located in Fort Bend County, Texas between the project limits of Fort Bend Toll Road and FM 521. A Vicinity Map can be found in Exhibit A.

Review of historical aerial photographs indicate the existence and use of Trammel Fresno road between the project limits since at least 1940. A drainage ditch or easement is indicated along the entire alignment, which had thick vegetation on both sides of road through out the alignment except where the residential development took place. The stretch of road between the Hillcroft and California Street was vacant with no vegetation since at least 1940. A linear feature depicting a buried pipeline is shown since at least 1978. Surrounding land usage is moderately to highly developed with residential use and moderate commercial use. Mustang Bayou is shown crossing the Trammel Fresno alignment since at least 1940. The banks of the Mustang Bayou appear to be modified by man made efforts.

Individual ownership records of the properties are obtained from Realty Data Services, Houston, which are included in Exhibit "C" and documents the current site ownership records. The report indicates primarily private individuals, agencies, State Department of Transportation, development agencies, individuals and Trustee Organizations. The current ownership records reviewed indicated a total of ninety-one (91) ownerships on the south side and fifty-one (51) ownerships on the north side.

A search of regulatory agency databases for environmentally regulated facilities within specified search radii was conducted for the site location. The study indicated several regulatory sites with in the search radii including one (1) RCRA site, two (2) ERNS sites, one (1) TXLF sites, two (2) LFUN sites, two (2) TXLUST sites and nine (9) TXUST sites. One TXLUST site, known as RENFROW Grocery (0.01 miles E) impacted Groundwater and public domestic water supply wells within 0.25 miles radius with Status 3 – currently being monitored.

The site and surrounding areas are relatively level with a surface elevation of approximately 70 feet above mean sea level. Based on the current USGS 7.5-minute series Almeda Quadrangle, Texas, (see Exhibit "E") the surface gradient is gradual and is directed towards southeast towards the South Mustang Bayou. A Current USGS Quadrangle Map is presented in Exhibit E.

The surrounding land is moderately developed with residential and commercial structures. No septic systems were observed with in the project limits. No hazardous materials were observed on site. No areas of visual surface contamination were observed on site. No wells are observed on the site. The site pictures \_\_depicting the property and the boundaries are presented in Exhibit F.



potential for environmental contamination from offsite facilities for widening of Trammel-Fresno Road between Fort Bend Toll Road and FM 521.

Based upon the site reconnaissance, site geology, surface water runoff and other available data, it is our professional opinion that the above site holds a low risk for environmental contamination from off site facilities especially from the TXLUST site, the RENFROW Grocery. Further testing is recommended on groundwater and soil samples to determine the extent of contamination and further recommendations. The type of tests number of tests required needs to be determined based on some preliminary screening tests and Texas Waste Classification Requirements.



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#### 1.0 OBJECTIVE

The objective of this Environmental Site Assessment is to identify obvious, actual, and potential sources of contamination that could become an environmental liability for the project of proposed Widening of Trammel-Fresno Road between Fort Bend Toll Road and FM 521.

The scope of services in this Phase 1 Environmental Site Assessment consisted of visual examination of the site and adjacent properties, historical review of site, review of regulatory agency files within the prescribed search radii, site geology, topography, groundwater and surface water characteristics.

This site assessment report is submitted based upon published information and general site reconnaissance procedures. This report is intended for the sole use of the Burk-Klein Peter, Inc., Houston, Texas. QC Laboratories Inc., does not warrant, guarantee, or certify the accuracy or completeness of the regulatory agencies information, work performed by others, or the absence of environmental risks, either expressed or implied.

#### 2.0 SITE OVERVIEW

The project limits for the proposed Widening of Trammel-Fresno Road alignment is begins at the proposed Fort Bend Parkway (Toll Road) and FM 521, in Fort Bend County, Texas. The site is approximately 3 miles long between the project limits. A Vicinity Map can be found in Exhibit "A" (Key Maps 610Z, 611W and 611Z). The subject property is currently an two land road in use and is in the close vicinity of the existing State Highway-6 and is being developed by several privately owned homes, commercial businesses and residential sub divisions.

#### 3.0 SITE BACKGROUND/OPERATING HISTORY

## 3.1 Review of Aerial Photographs

Historical aerial photographs for the project site were obtained from TelAll Corporation, Austin, Texas (see Exhibit "B"). The aerial photographs of the referenced project were reviewed to determine the use of the site and its vicinity and to evaluate any conditions that may have existed which could have impacted the site. Please note that the aerial photographs are presented in multiple plates to accommodate the entire alignment.

Date	Source	Scale	Observations
1940	ASCS	1 inch = 417 ft	Shows the tract is vacant on both sides of alignment with very light vegetation from the Fort Bend Parkway limit to California street. At least one structure is shown near California street (Plate-3). A drainage ditch or easement is shown along the Trammel-Fresno road alignment in all Plates (1 thru 5). Mustang Bayou and FM 521 are shown in Plate-5. Several commercial and residential structures are shown near the FM-521 in Plate-5.



Date	Source	Scale	Observations
1978	078 Wallace Zinger	1 inch = 500 ft	Shows the tract is vacant on both sides of alignment with moderate vegetation between the Fort Bend Parkway limits to California street. Two linear features similar to buried pipelines are shown across the Trammel-Fresno street near California street and a Pvt street.
			Six cross streets and several new residential structures are shown near California street (Plate-2) across Trammel-Fresno road. A drainage ditch or easement along the Trammel-Fresno road is shown in all Plates (1 thru 4). Mustang Bayou and FM 521 are shown in Plate-4. Light residential development is shown between California street and Indiana street.
			Several commercial and residential structures are also shown near the FM-521 limit (Plate-4). An unauthorized landfill is shown within 0.30 miles from FM 521 intersection.
1985	TXDOT	1 inch = 400 ft	Shows the tract is vacant on both sides of alignment with moderate to high degree of vegetation between the Fort Bend Parkway limits to California street especially on the south side of Trammel-Fresno street. Two linear features similar to buried pipelines are shown across the Trammel-Fresno street near California street and a Pvt street.
			Six cross streets with moderate development of residential structures are shown near California street (Plates 3 and 4) across Trammel-Fresno road. A drainage ditch or easement along the Trammel-Fresno road is shown in all Plates (1 thru 5). Mustang Bayou and FM 521 are shown in Plate-5. Light residential development is shown between California street and Indiana street.
			Several commercial and residential structures are also shown near the FM-521 limit (Plate-5). An unauthorized landfill is shown within 0.30 miles from FM 521 intersection.



Date	Source	Scale	Observations
1996	TXDOT	1 inch = 500 ft	Shows the tract is vacant on the north and south sides of the alignment with moderate to high degree of vegetation between the Fort Bend Parkway limit to California street especially on both sides of Trammel-Fresno street. Two linear features similar to buried pipelines are shown across the Trammel-Fresno street near California street and the Pvt street.
			The area along the drainage ditch or easement along the Trammel-Fresno road is shown with high growth of vegetation in Plates 1 and 2. The area between California street and Indiana street show high degree of residential development (Plates 2 and 3). Mustang Bayou and FM 521 are shown in Plate-4. Some man made development is shown along the Mustang Bayou alignment.
			Shows moderate to high degree of commercial and residential development near the FM-521 limit (Plate-4). An unauthorized landfill is shown within 0.30 miles from FM 521 intersection.
2002	HGACOG	1 inch = 400 ft	Shows the tract is mostly vacant on both sides of alignment with high degree of vegetation between the Fort Bend Parkway limits to California street (Plates 1 and 2). A linear feature similar to buried pipelines is shown across the Trammel-Fresno street near California street (Plate-2). High tower high school and related facilities are shown on the south side of Trammel-Fresno road near Hurricane street (Plate-1).
			The area along the drainage ditch or easement along the Trammel-Fresno road is shown with high growth of vegetation in Plates 1 and 2 and 5. The area between California street and Indiana street show high degree of residential development (Plates 3 and 4) on both sides of Trammel-Fresno Road. Mustang Bayou and FM 521 are shown in Plate-5. Some man made development is shown along the Mustang Bayou alignment.



#### Observations

Moderate to high degree of commercial and residential development is shown near the FM-521 limit (Plate-5). An unauthorized landfill and a brine type of storage pond are shown within 0.30 miles from FM 521 intersection.

#### Summary:

Review of historical aerial photographs indicates the existence and use of Trammel Fresno road between the project limits since at least 1940. A drainage ditch or easement is indicated along the entire alignment, which had thick vegetation on both sides of road through out the alignment except where the residential development took place. The stretch of road between the Hillcroft and California Street was vacant with no vegetation since at least 1940. A linear feature depicting a buried pipeline is shown since at least 1978. Surrounding land usage is moderately to highly developed with residential use and moderate commercial use. Mustang Bayou is shown crossing the Trammel Fresno alignment since at least 1940. The banks of the Mustang Bayou appear to be modified by man made efforts.

## 3.2 Site Ownership Records

The project alignment for the proposed widening of Trammel-Fresno Road is about 3 miles with residential and commercial development along various sections of the alignment. The project alignment runs east to west with multiple residential and commercial properties on the south side and north side of the alignment at various sections.

Individual ownership records of the properties are obtained from Realty Data Services, Houston, which are included in Exhibit "C" and documents the current site ownership records. The report indicates primarily private individuals, agencies, State Department of Transportation, development agencies, individuals and Trustee Organizations. The current ownership records reviewed indicated a total of ninety-one (91) ownerships on the south side and fifty-one (51) ownerships on the north side.

#### 3.3 Site Interviews

We conducted a site visit to the tract on October 17, 2003 and interviewed with few Mr. Sam at cross roads market and Ms. Karen at Renfro Groceries. Both the persons interviewed expressed no specific and known concerns regarding environmental contamination. We did not find any known and visible environmental concerns specific to the subject property.

#### 4.0 ENVIRONMENTAL SETTING

#### 4.1 Topography

The site and surrounding areas are relatively level with a surface elevation of approximately 70 feet above mean sea level. Based on the current USGS 7.5-minute series Almeda Quadrangle, Texas, (see Exhibit "E") the surface gradient is gradual and is directed towards southeast towards the South Mustang Bayou Bayou.

LABORATORIES, INC.

## 4.2 Regional and Site Geology

Review of the Geologic Atlas of Texas - Houston Sheet, indicates that the uppermost geologic formation underlying the soils at the referenced project is in the Beaumont Formation.

The Beaumont Formation consists of clay, silt, and sand; includes mainly stream channel, point bar, natural levee, back swamp, and to a lesser extent coastal marsh and mud-flat deposits; concretions of calcium carbonate, iron oxide, and iron manganese oxides in zone of weathering. The surface is almost featureless characterized by relict river channels shown by meander patterns and pimple mounds on meander belt ridges, separated by areas of low, relatively smooth, featureless back swamp deposits without pimple mounds with thickness to 100 feet. The area is predominantly clay of low permeability, high water holding capacity, high compressibility, high shrink swell potential, poor drainage, level to depressed relief, low shear strength, and high plasticity. The geologic units include interdistributary's mud, abandoned channel-fill mud, and over bank fluvial mud.

## 4.3 Groundwater

According to a Texas Department of Water Resources Study, the major aquifers in this area are part of the Chicot Aquifer and to a lesser extent the Evangeline Aquifer. Stratigraphically, the Chicot Aquifer in Harris County consists of Alluvium of Holocene age. It also consists of the Beaumont Formation, Montgomery Formation, Bently Formation, and the Willis Sand. All are units of the Pleistocene. Stratigraphically, the Evangeline Aquifer consists of the Goliad Sand of the Pliocene and to some extent the upper sands of the Fleming Formation of the Miocene Aquifer.

## 4.4 Surface Water Characteristics

A review of the 1995 Texas Series, 7.5 minute USGS Quadrangle Map for Almeda, indicates that the property is relatively flat with watershed runoff consistently directed to the southeast.

#### 5.0 SITE RECONNAISSANCE

#### 5.1 Observations

A site visit was conducted by, Dr. B. Krishna "Chris" Goparaju (Q.C. Laboratories, Inc) on October 10, 2003 and by Mr. Les Bailey on October 17, 2003. The site visit was conducted to identify localized surface characteristics such as area topography, surface geology and the impact on the proposed site by adjacent or neighboring residential settings, industry or other related commercial sectors.

Support data utilizing USGS Topographic Maps and the Geologic Atlas of Texas - Houston Sheet aided in better defining the areas sub-geological and surface land characteristics.

The surrounding land is moderately developed with residential and commercial structures. No septic systems were observed with in the project limits. No hazardous materials were observed on site. No areas of visual surface contamination were observed on site. No wells are observed on the site. A Current USGS Quadrangle Map is presented in Exhibit E. The site pictures depicting the property and the boundaries are presented in Exhibit F.



#### 5.2 Area Reconnaissance

Based on our site reconnaissance performed during site visits, the areas surrounding the site are primarily commercial and residential. Adjacent land use is summarized as follows.

Location	Adjoining Land Use		
West	Vacant Land		
South	Vacant Land, vegetation, residential structures, few commercial structures and a high school.		
East	FM 521, moderate residential and commercial development.		
North	Vacant land, vegetation, residential structures, few commercial structures a high school.		

## 6.0 REGULATORY/GOVERNMENTAL AGENCY INQUIRIES

## 6.1 Federal and State Regulatory Inquiries

A search of regulatory agency databases for environmentally regulated facilities within specified search radii was conducted for the site location. Definitions of each regulatory system can be found in the appendix. The following is a list of the regulatory agency databases searched for the tract.

**NPL** – National Priority List.

No NPL sites are identified within 0.45 miles West of the tract.

**CERCLIS** – Comprehensive Environmental Response, Compensation, and Liability Information System.

No CERCLIS sites were identified within 0.5 miles of the tract.

NFRAP - No Further Remedial Action Planned.

No NFRAP sites were identified within 0.5 miles of the tract.

**RCRA TSD** - Resource Conservation and Recovery Information Systems Transportation, Storage or Disposal.

One (1) RCRA TSD sites was identified within 0.5 miles of the tract.

This is a land disposal unit on 3130, FM 521 with SIC code of 2819 (Industrial Organic Chemicals Manufacturer).

**CORRACT** - sites with corrective action.

No CORRACT sites are identified within 1 mile of the tract.

**RCRA** –**G** (**Generators**) - Resource Conservation and Recovery Information Systems Generators

No RCRA Generator sites are identified with in 0.25 search radius.



## **ERNS** - Emergency Response Notification System.

Two (2) ERNS sites were identified within the search radius of 0.25 miles.

Both of them were documented as reported by a Hostile Neighbor about unknown quantity of unknown material released by Champion Industries Chemical Plant on 300 Main.

## **TXVCP** - Texas Voluntary Cleanup Program.

No TXVCP sites were identified within 0.5 miles of the tract.

## **TXIOP** - Texas Innocent Owner/Operator Program.

No TXIOP sites are identified with in 0.5 miles radius of the tract.

## TXSSF - Texas State Superfund.

No TXSSF sites are identified within 1 mile of the tract.

## TXLF - TCEQ Solid Waste Facilities.

One (1) TXLF facility was identified within one (1) mile search radius.

The facility is a Solid Waste Incineration Facility, Site Closed, Post Closure maintenance complete.

## LFUN - Unauthorized and Un-permitted Landfill Sites.

Two (2) LFUN sites were identified within 0.5 miles of the tract.

The first site is located on Jasmine Road, Fresno containing construction demolition waste. The second site is near HWY 288 containing household waste and construction demolition waste.

## TXLUST - Leaking Underground Storage Tanks

Two (2) TXLUST sites are identified within 0.5 miles of the tract.

One site is known as Renfrow Grocery (0.01 miles E) which impacted GW and public domestic water supply wells with in 0.25 miles radius with Status 3 – monitoring.

The second site is known as Fresno LE Grand Inc. which is with in 0.04 miles SW on 3523 FM 521. Reported with Priority 5 minor soil contamination and Status 6A case closed.

## TXUST - Texas Underground Storage Tanks

Nine (9) TXUST sites were identified within 0.25 miles radius of the tract.

Five (5) of the sites were steel single wall tanks used to store Gasoline. Three (3) of the Tanks are removed from the ground. One (1) site is permanently filled in place.

## TXAST - Texas Above ground Storage Tanks

No TXAST sites were identified within 0.25 miles radius of the tract.

## **TXSPILL** - Texas Spills List

No TXSPILL sites were identified with in 0.25 miles radius of the tract.

#### Summary:

The study indicated several regulatory sites with in the search radii including one (1) RCRA site, two (2) ERNS sites, one (1) TXLF sites, two (2) LFUN sites, two (2) TXLUST sites and nine (9) TXUST sites. One TXLUST site, known as RENFROW Grocery (0.01 miles E) impacted Groundwater and public domestic water supply wells with in 0.25 miles radius with Status 3 – currently being monitored.



## 7.0 WETLANDS

The entire site is located within an urban developing area, the presence of wetlands are not anticipated to apply. However a wetland delineation study was performed in a separate scope and submitted in our report for this project.

#### 8.0 RADON

Review of the Final Report of The Texas Indoor Radon Survey conducted by the Texas Department of Health and Southwest Texas State University indicates that Harris County lies within a region of low occurrence of indoor radon gas accumulation. The report indicates that radon measurements in homes in Harris and Montgomery Counties were below 4.0 pico curies per liter (pCi/l). The Texas Department of Health indicates homes with radon levels lower than 4 pCi/l do not require any further action. Based on this information no additional radon sampling is warranted for the subject tract.

#### 9.0 CONCLUSIONS AND RECOMMENDATIONS

Based upon the site reconnaissance, site geology, surface water runoff and other available data, it is our professional opinion that the above site holds a low risk for environmental contamination from off site facilities especially from the TXLUST site from the RENFROW Grocery. Further testing is recommended on groundwater and soil samples to determine the extent of contamination and further recommendations.

#### -10.0 REFERENCES

Texas Department of Water Resources 1985, Digital Models for Simulation of Groundwater Hydrology of the Chicot and Evangeline Aquifers Along the Gulf Coast of Texas: Texas Department of Water Resources Report 289, Austin. pp 101, Illus.

U.S. Geological Survey. 1982, Aldine, Texas Quadrangle, 7.5 Minute Series Topographic Map: U.S. Geological Survey, Department of the Interior.

University of Texas Austin, Bureau of Economic Geology. 1982, Geologic Atlas of Texas: Houston Sheet, University of Texas, Austin.

Texas Department of Health and Southwest Texas State University. 1994, Final Report of The Texas Indoor Radon Survey.



## **APPENDIX**

EXHIBIT A - VICINITY MAP

EXHIBIT B - HISTORICAL AERIAL PHOTOGRAPHS

EXHIBIT C - HISTORICAL OWNERSHIP REPORT

EXHIBIT D - REGULATORY/GOVERNMENTAL AGENCY INQUIRIES

EXHIBIT E - CURRENT TOPOGRAPHICAL MAP

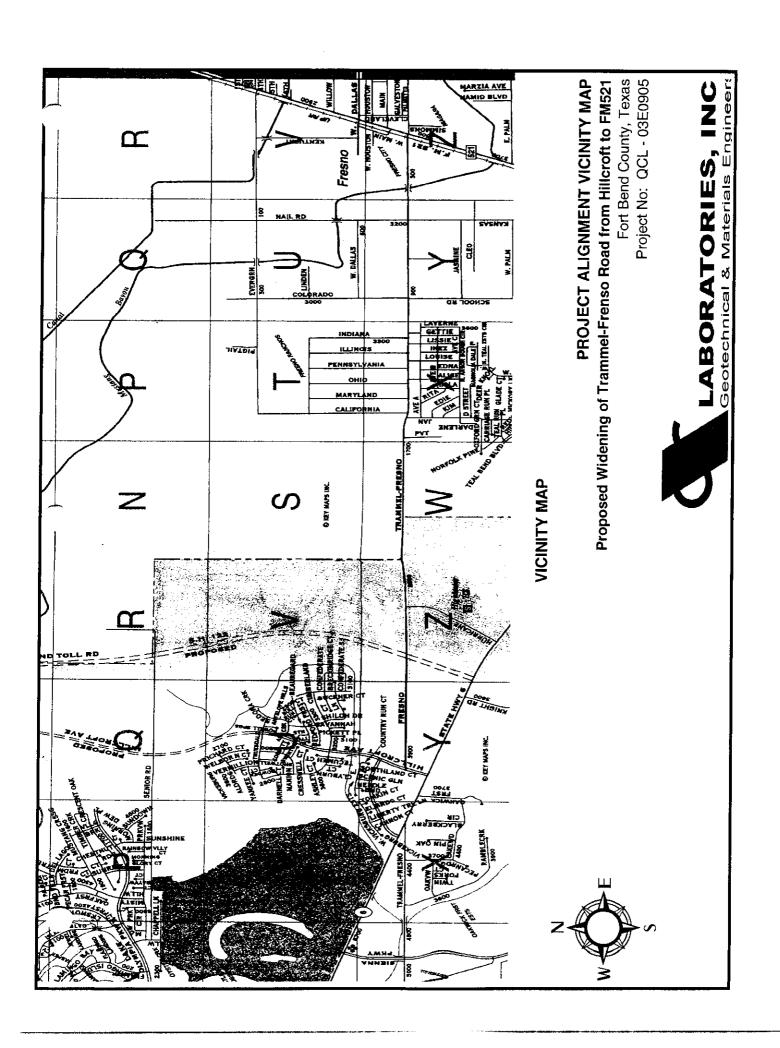
**EXHIBIT F - SITE PHOTOGRAPHS** 



EXHIBIT A

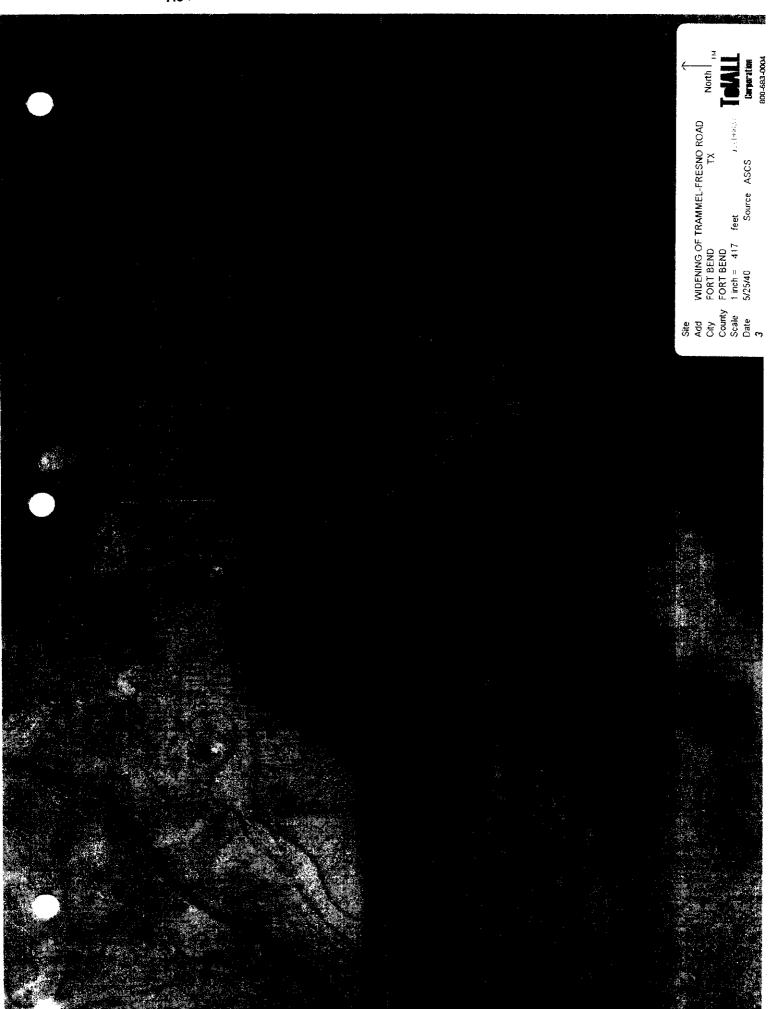
VICINITY MAP



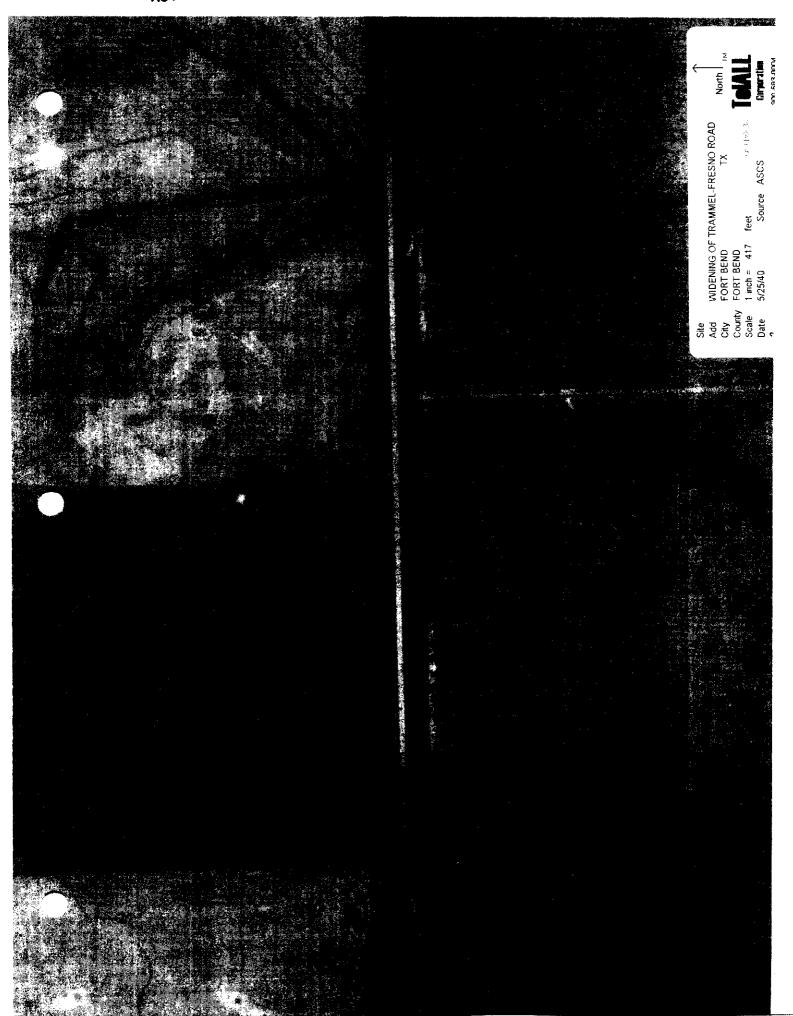


# EXHIBIT B HISTORICAL AERIAL PHOTOGRAPHS









Site
Add WIDENING OF TRAMMEL-FRESNO ROAD
City FORT BEND TX
County FORT BEND
Scale 1 inch = 500 feet \$\sime\$1/22778 Source TXDOT

Site

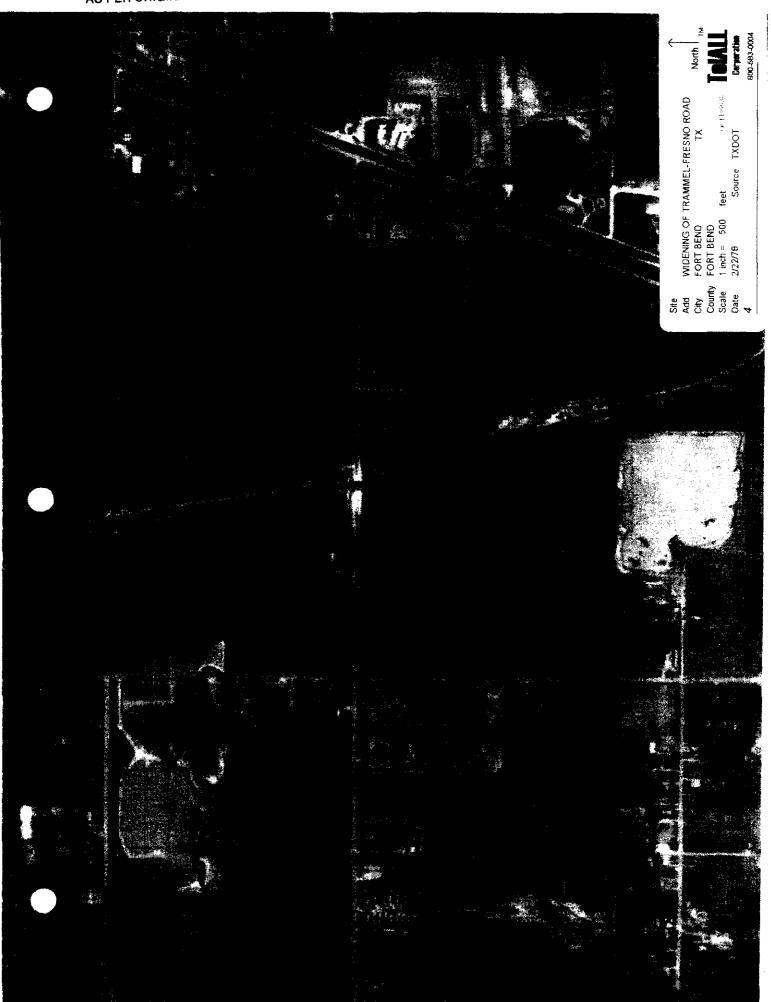
Add WIDENING OF TRAMMEL-FRESNO ROAD

City FORT BEND TX

County FORT BEND

Scale 1 inch = 500 feet CALLEGING

Date 2/22/78 Source TXDOT

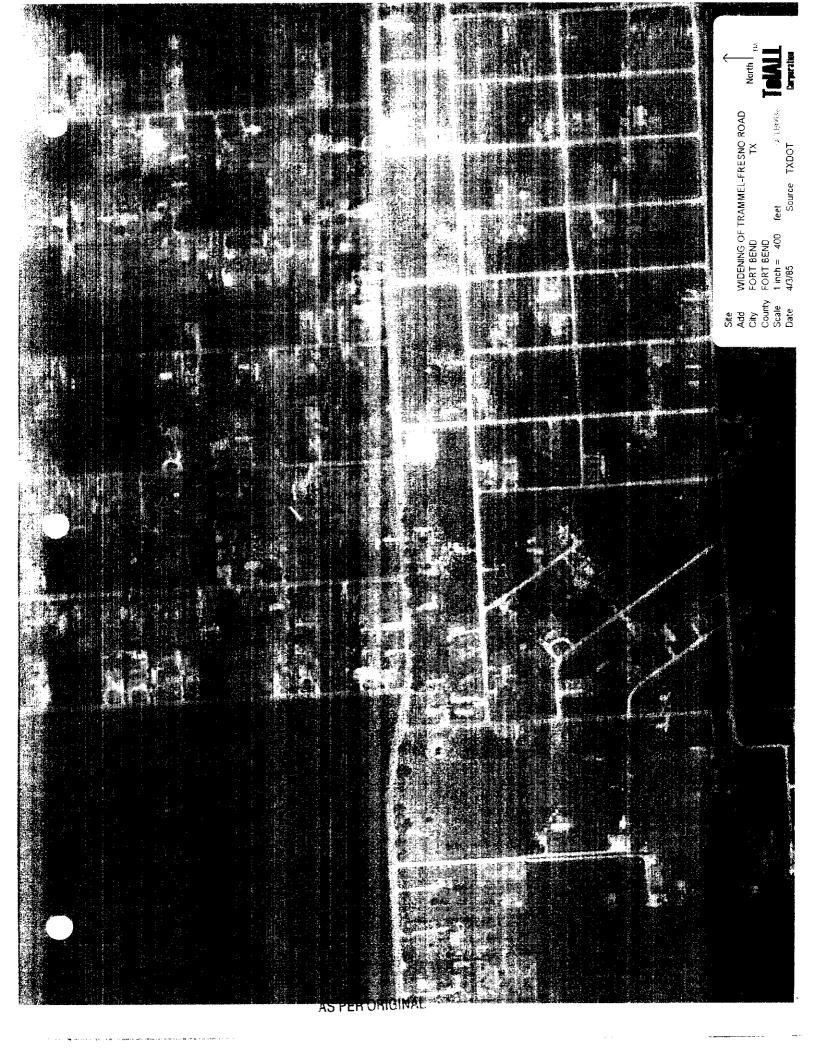


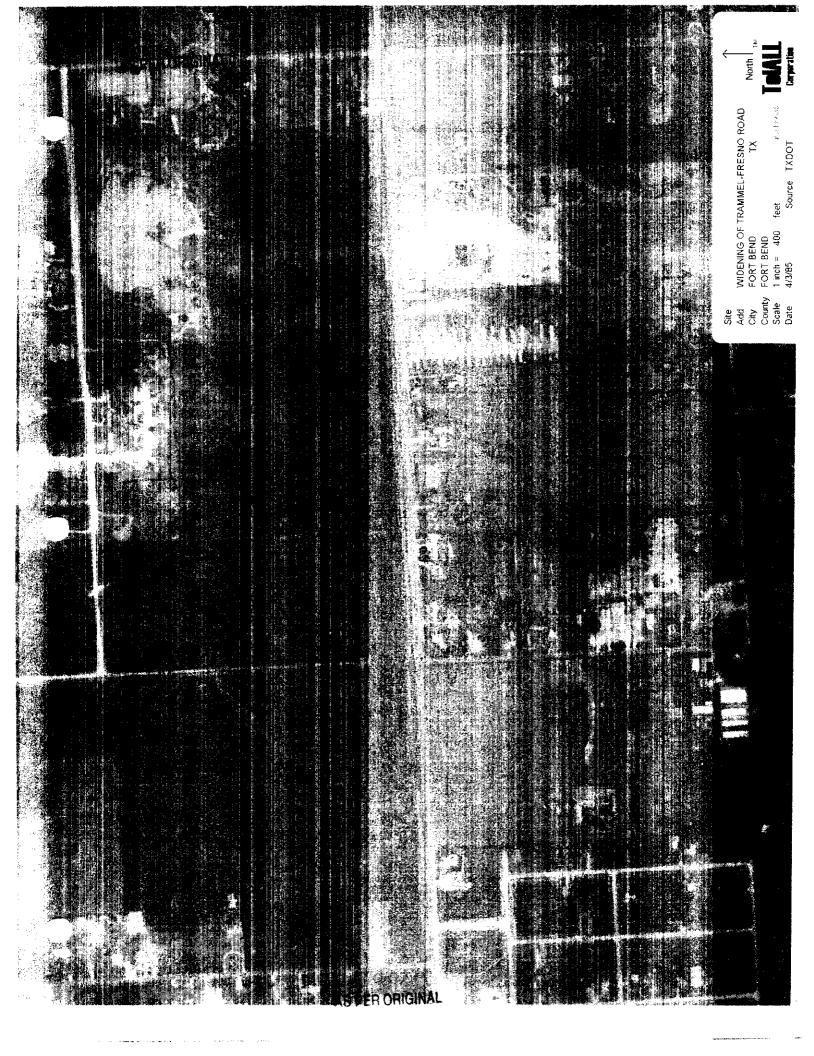
North 11/2 Corporation

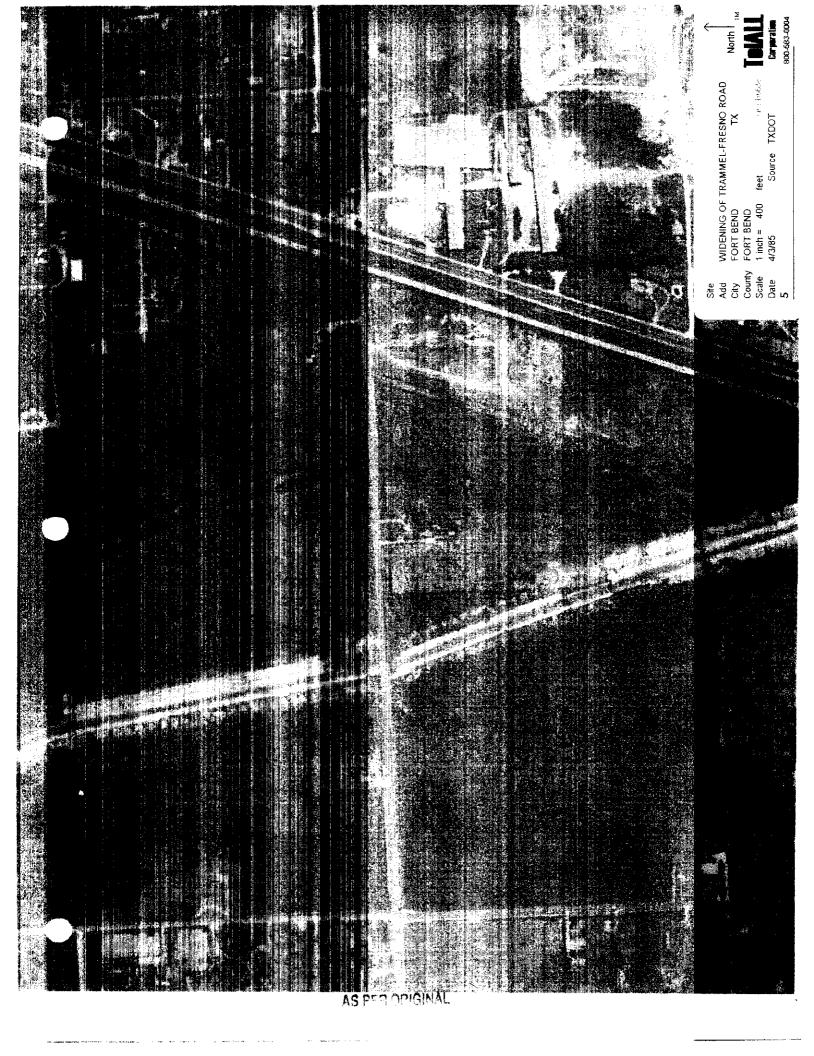
Site
Add WIDENING OF TRAMMEL-FRESNO ROAD
City FORT BEND TX
County FORT BEND
Scale 1 inch = 400 feet Source TXDOT

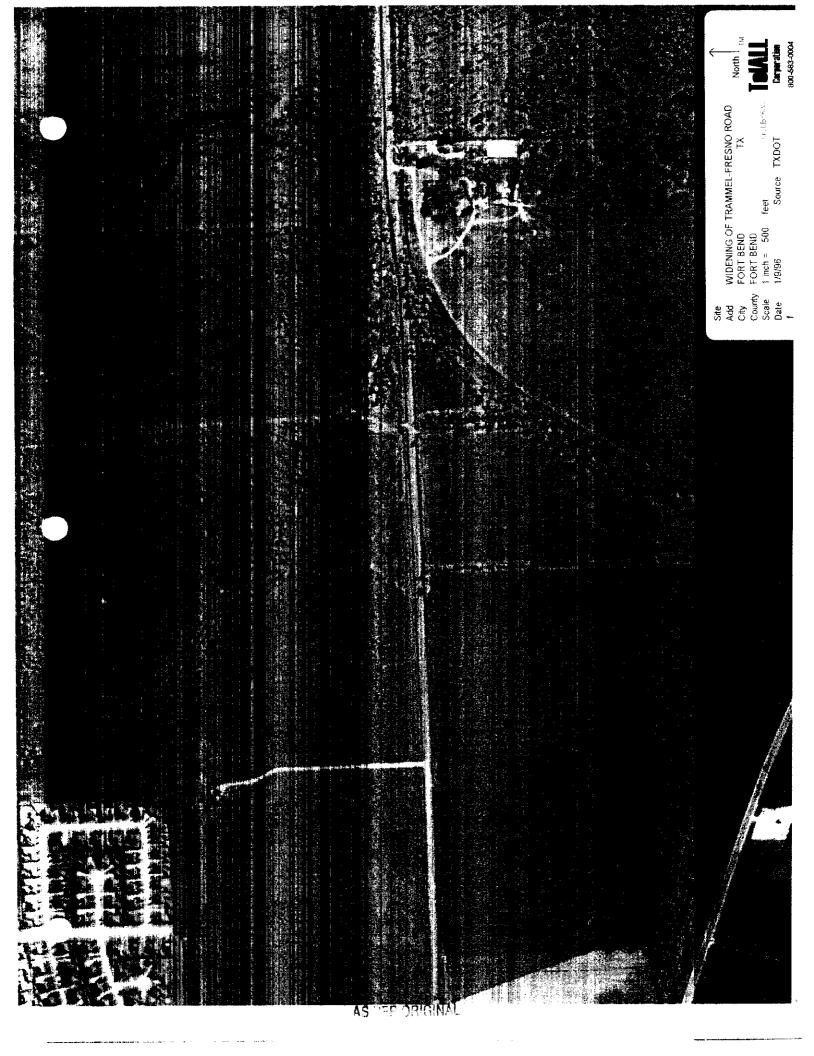
AS PER UNIGINAL

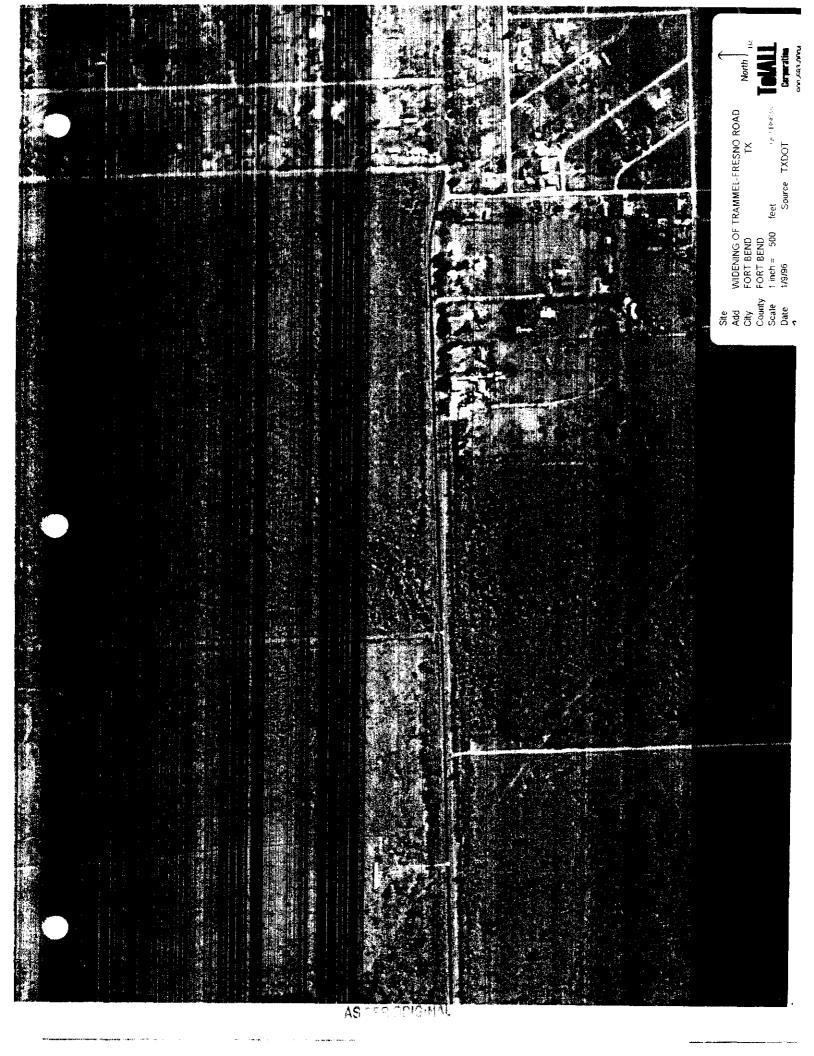
Site
Add WIDENING OF TRAMMEL-FRESNO ROAD
City FORT BEND
County FORT BEND
Scale 1 inch = 400 feet
Date 4/3/85
Source TXOOT feet Source TXDOT

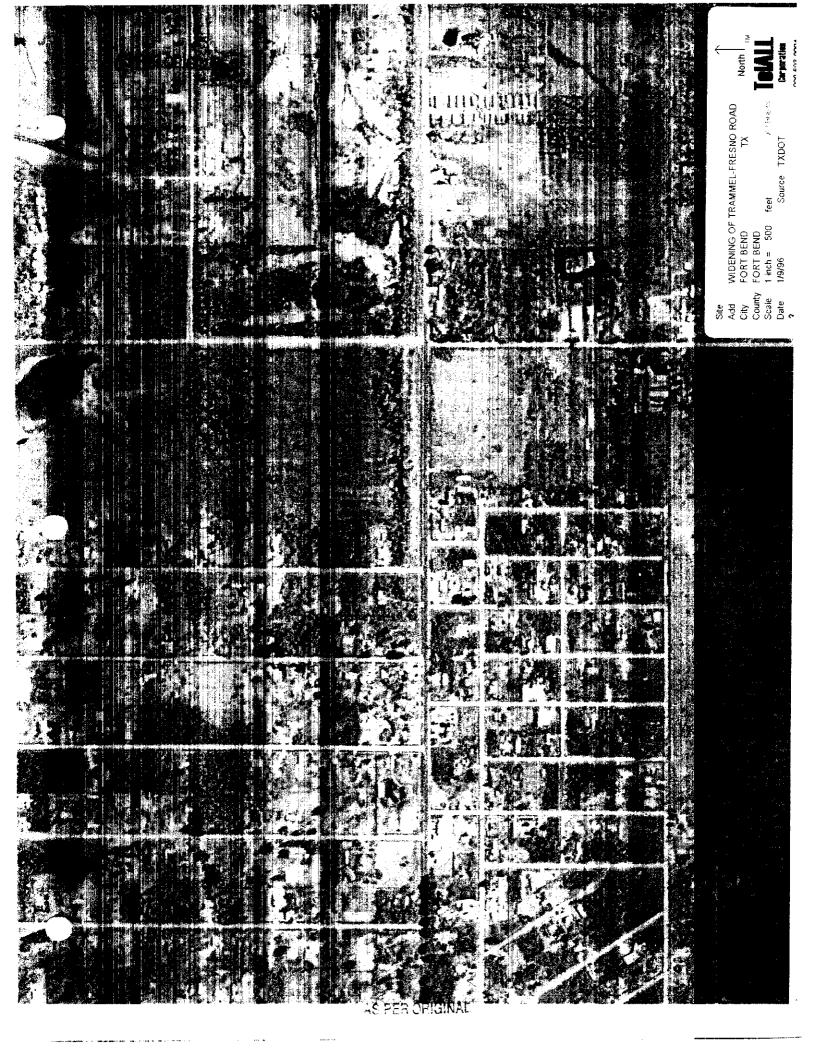


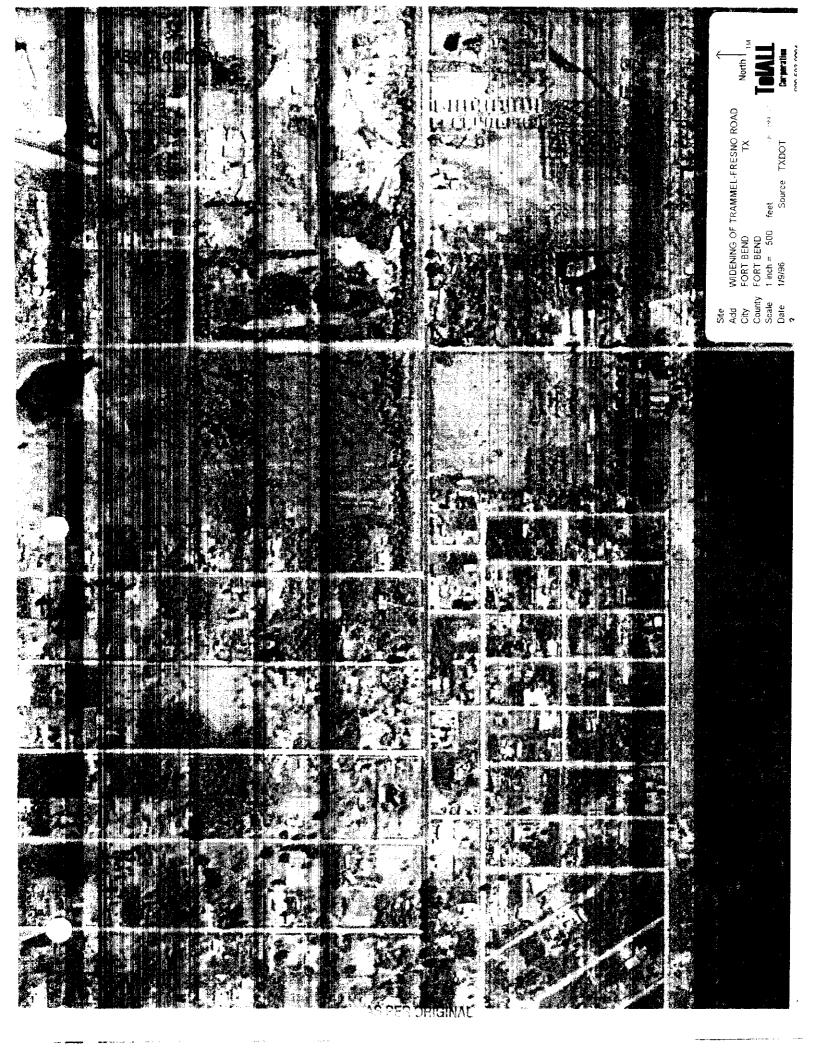


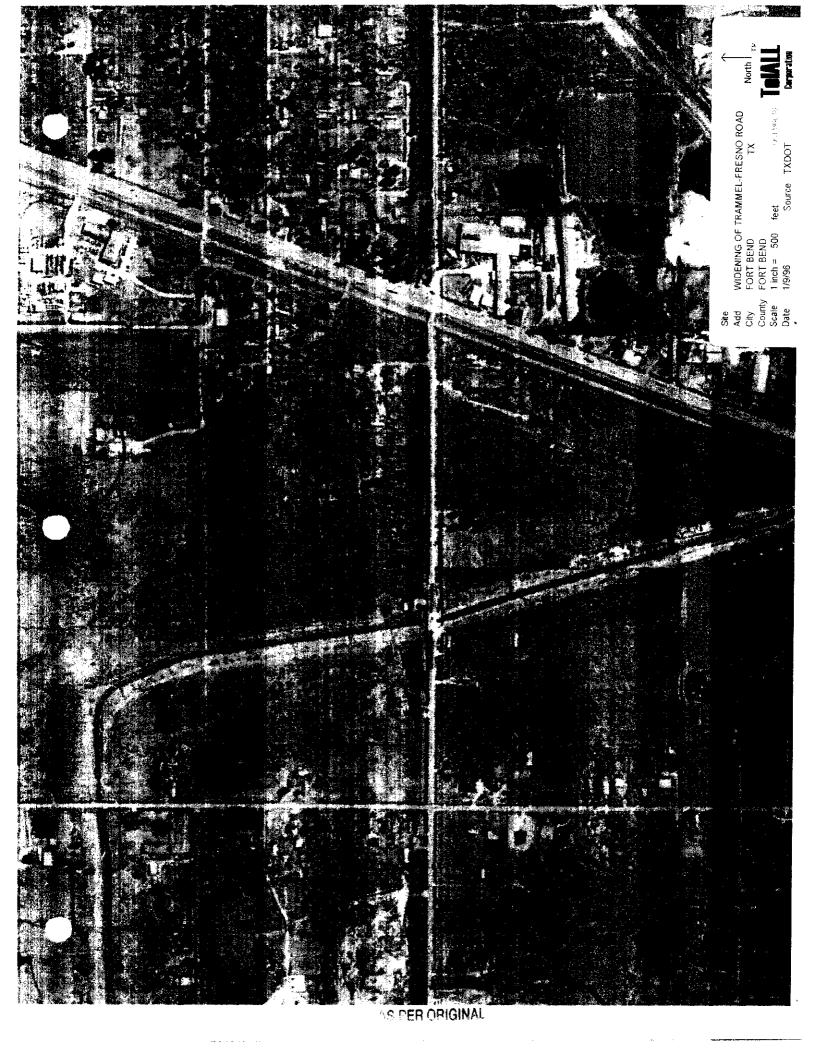


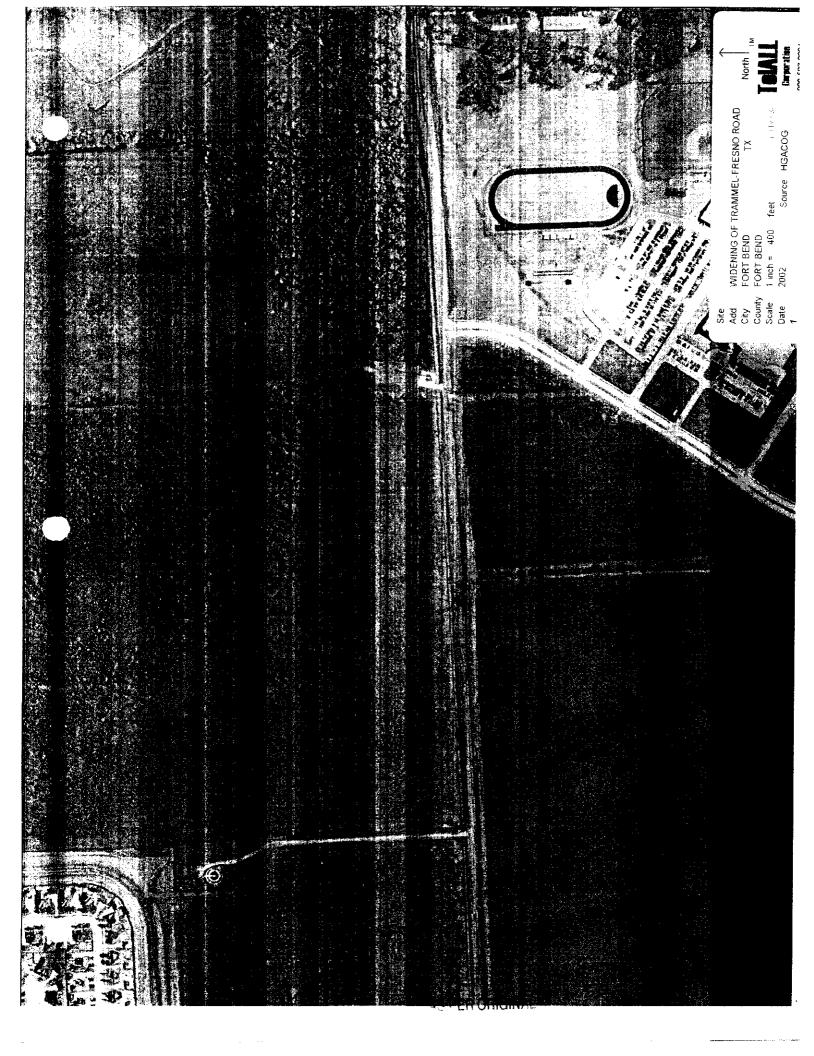


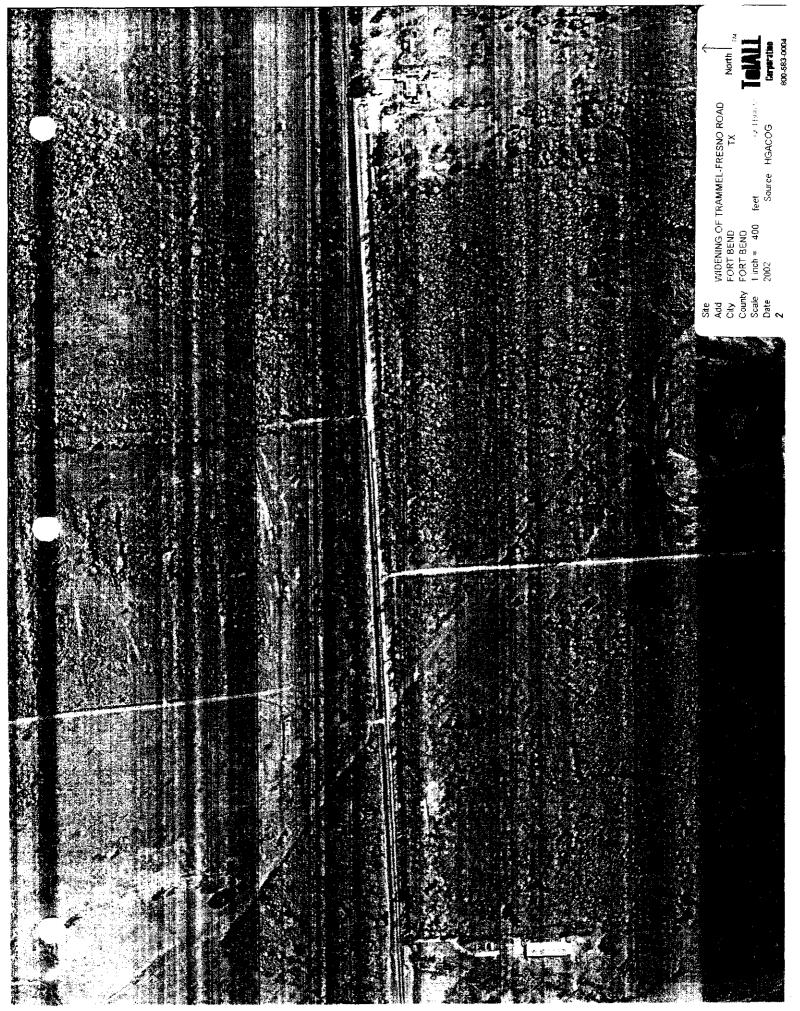


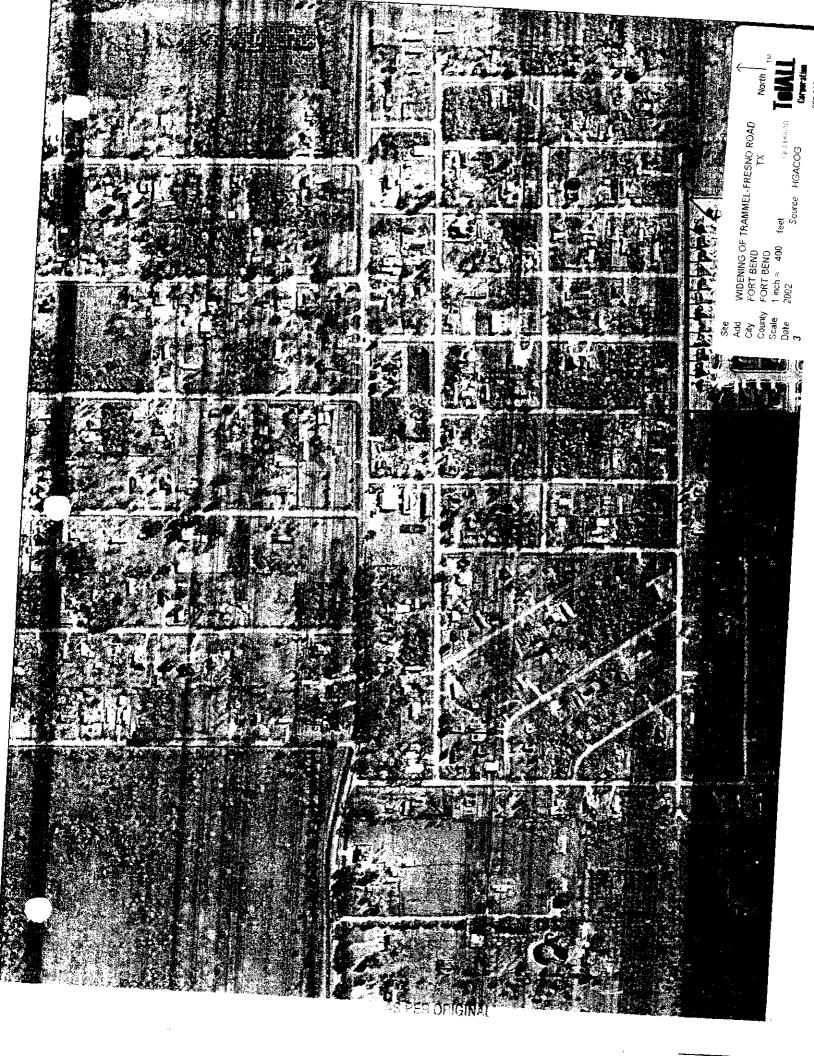


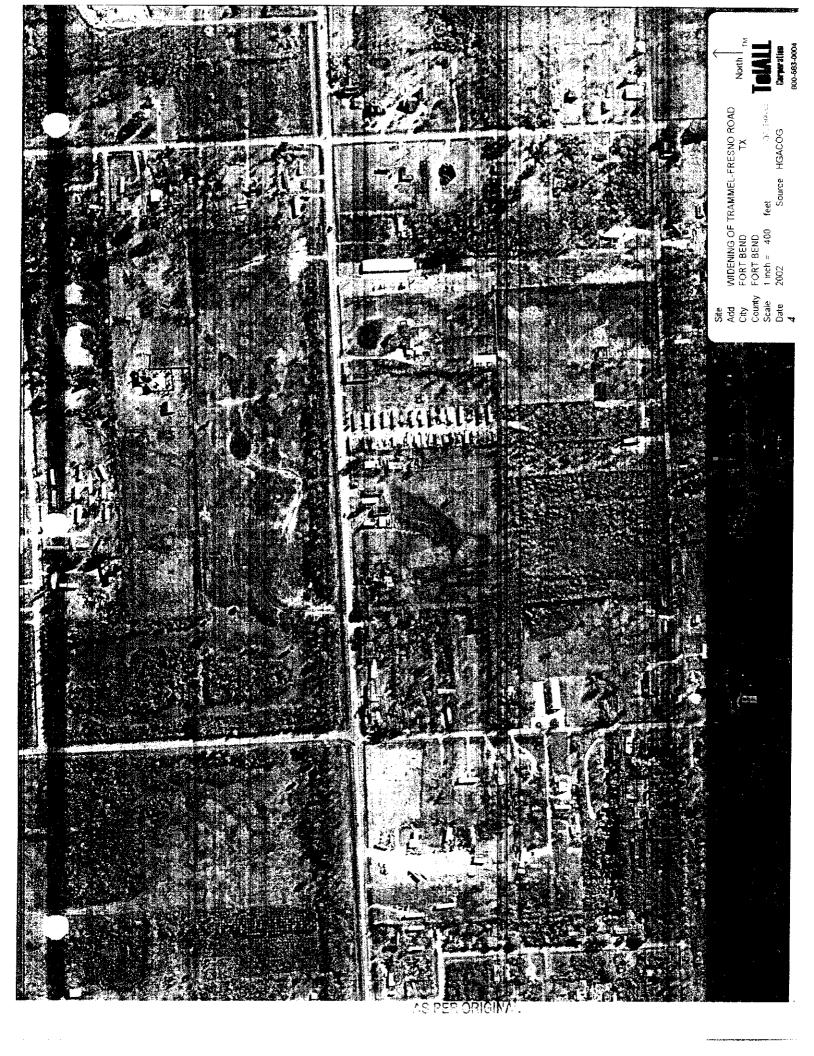


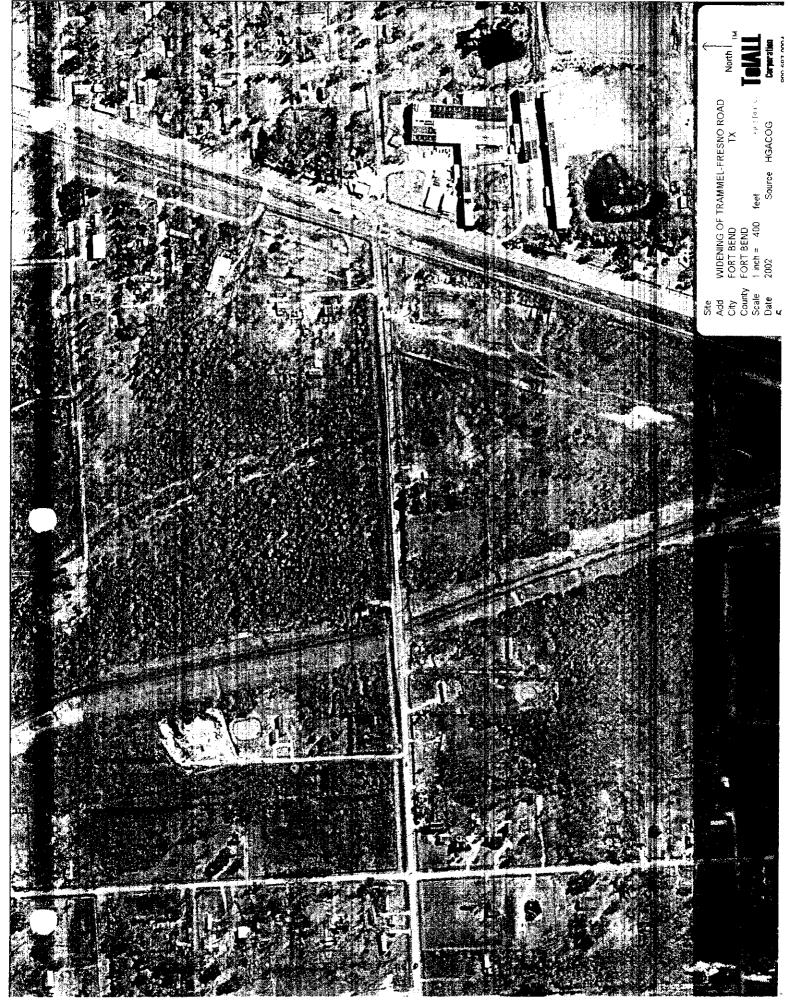






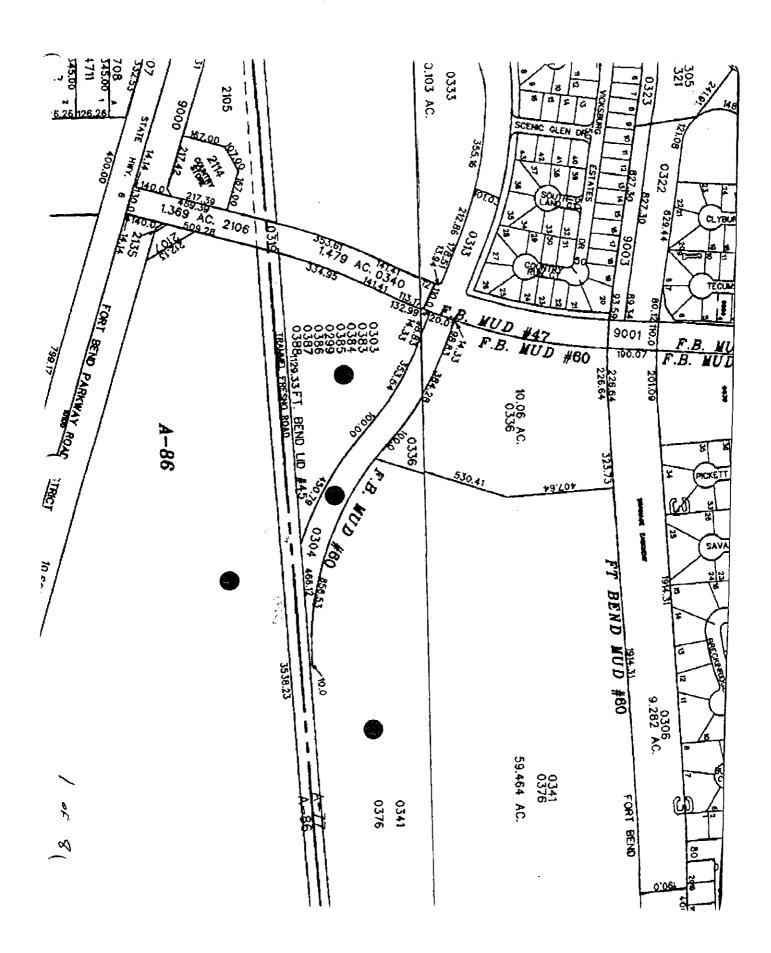


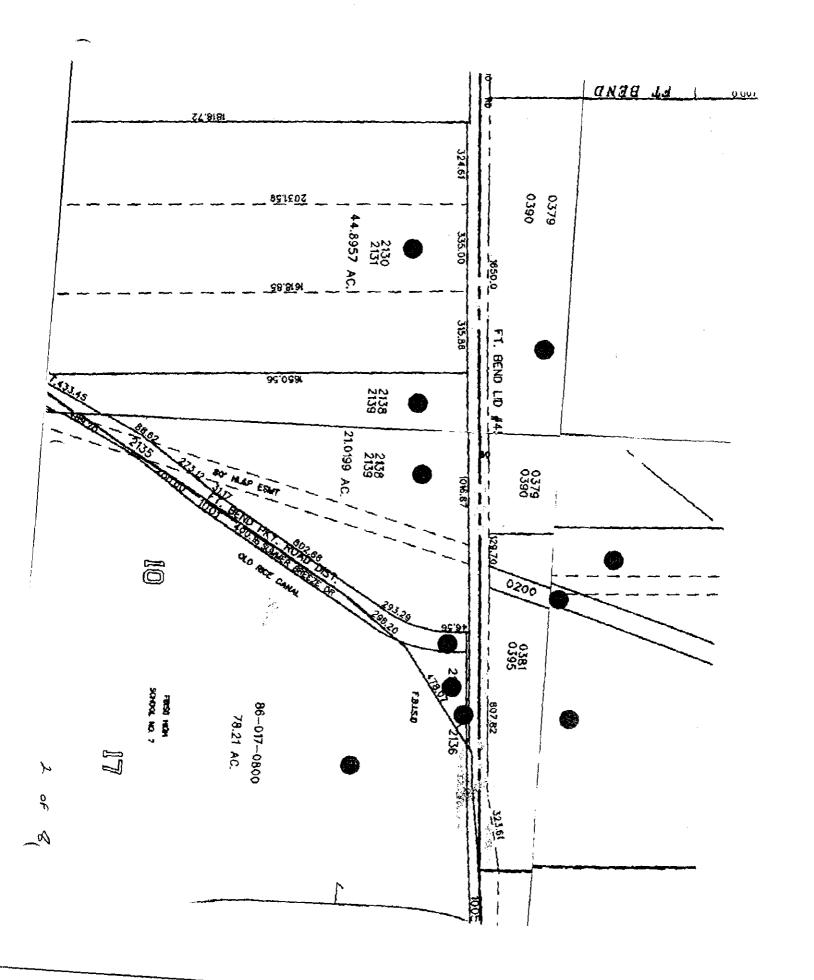


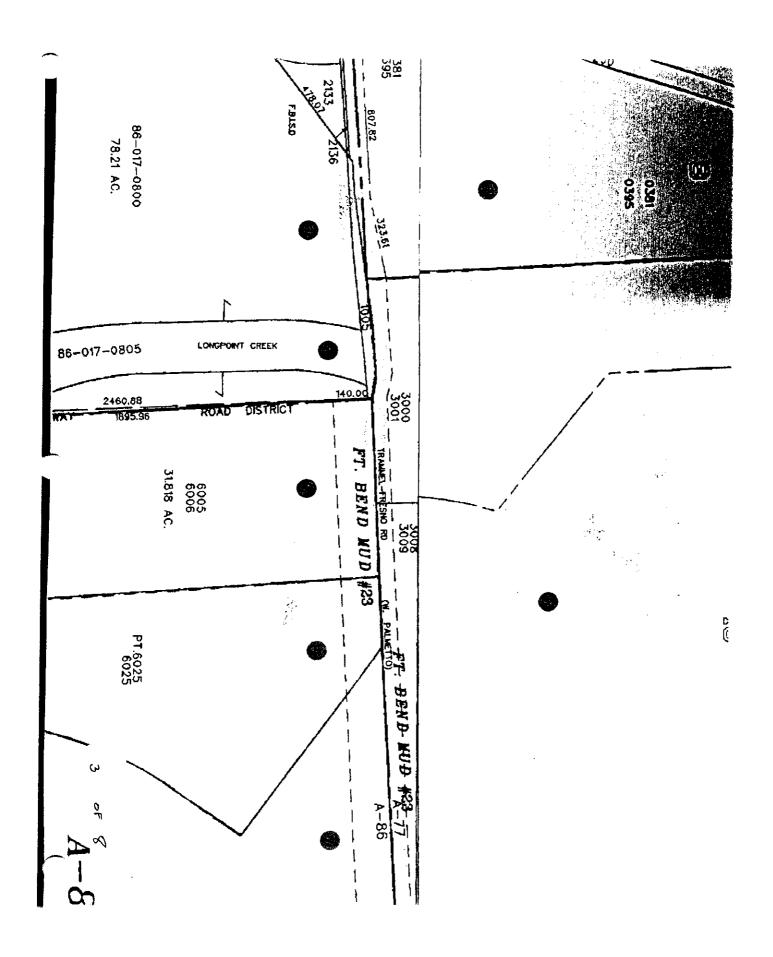


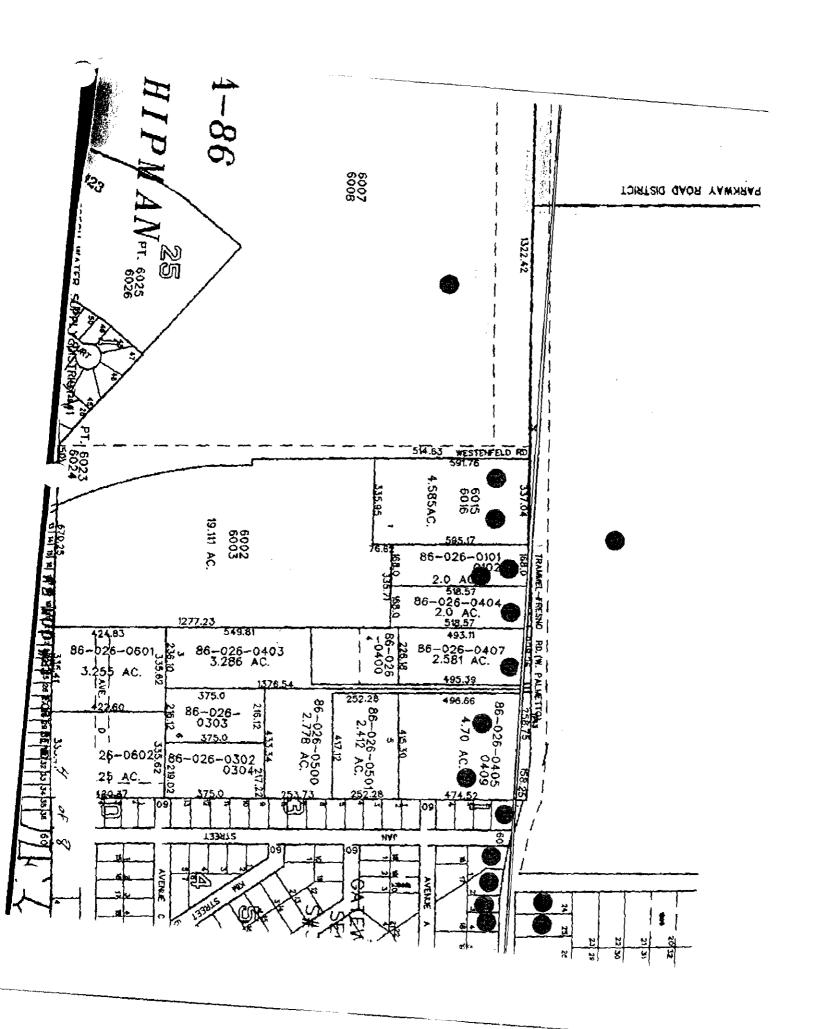
# EXHIBIT C HISTORICAL OWNERSHIP REPORT

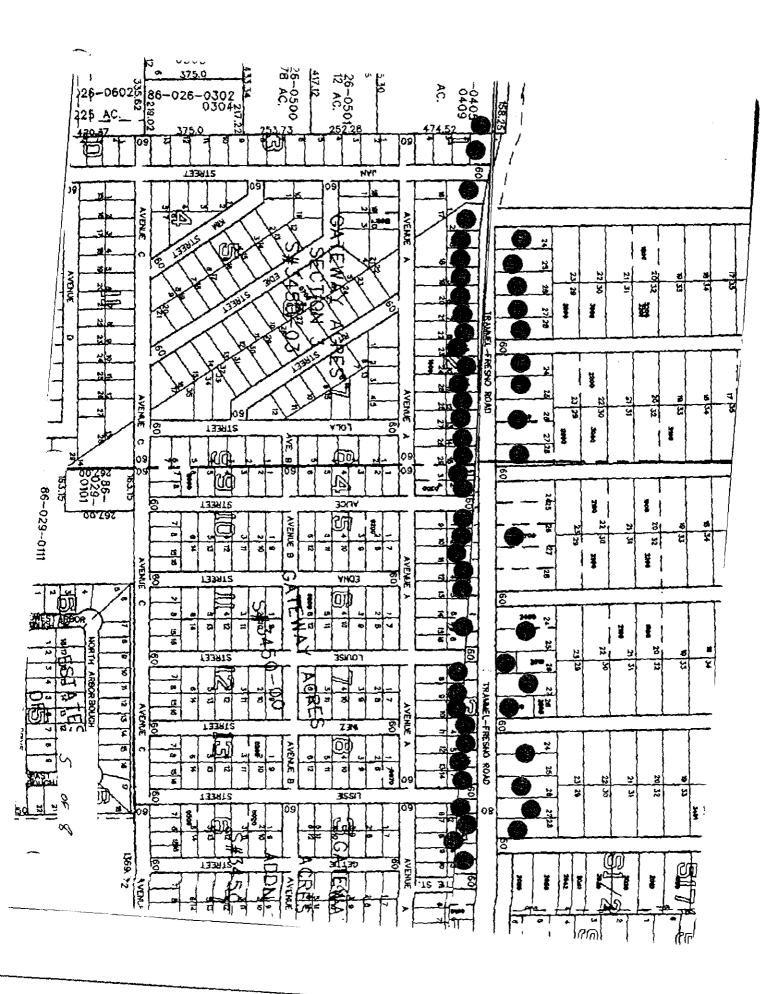


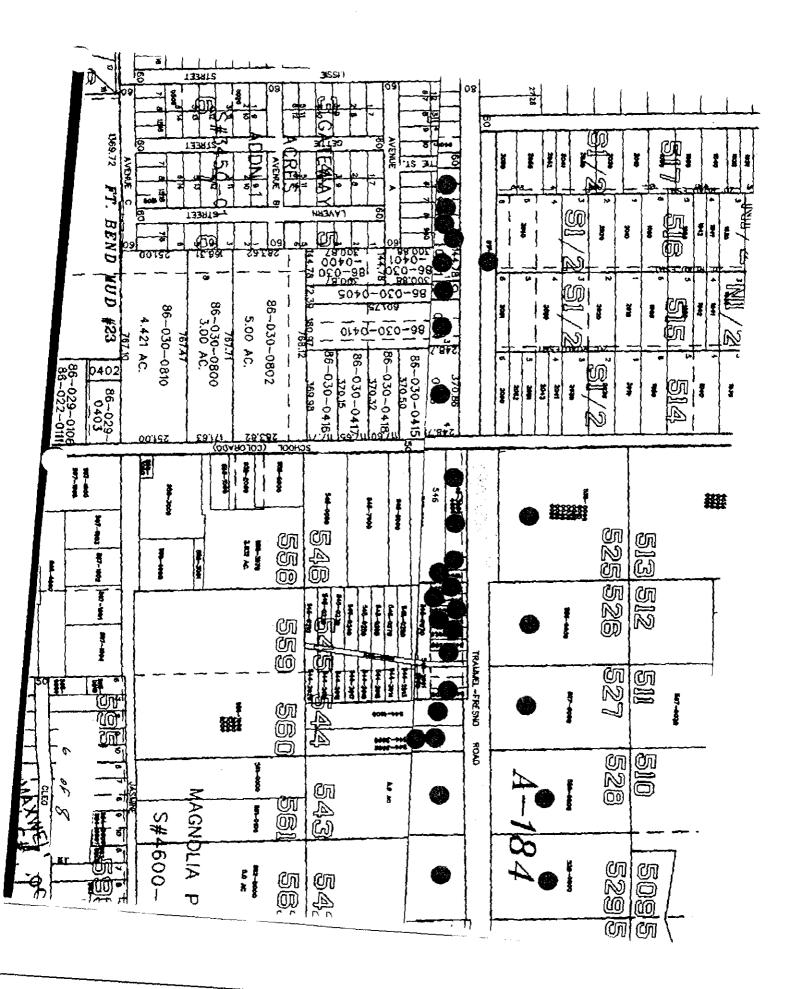


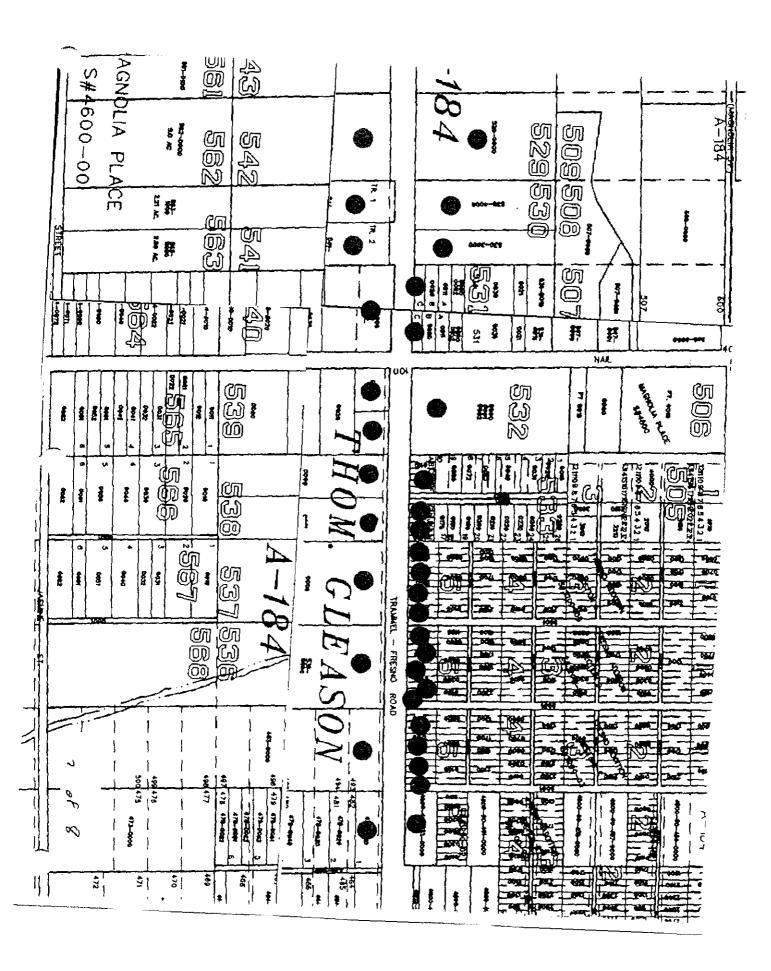


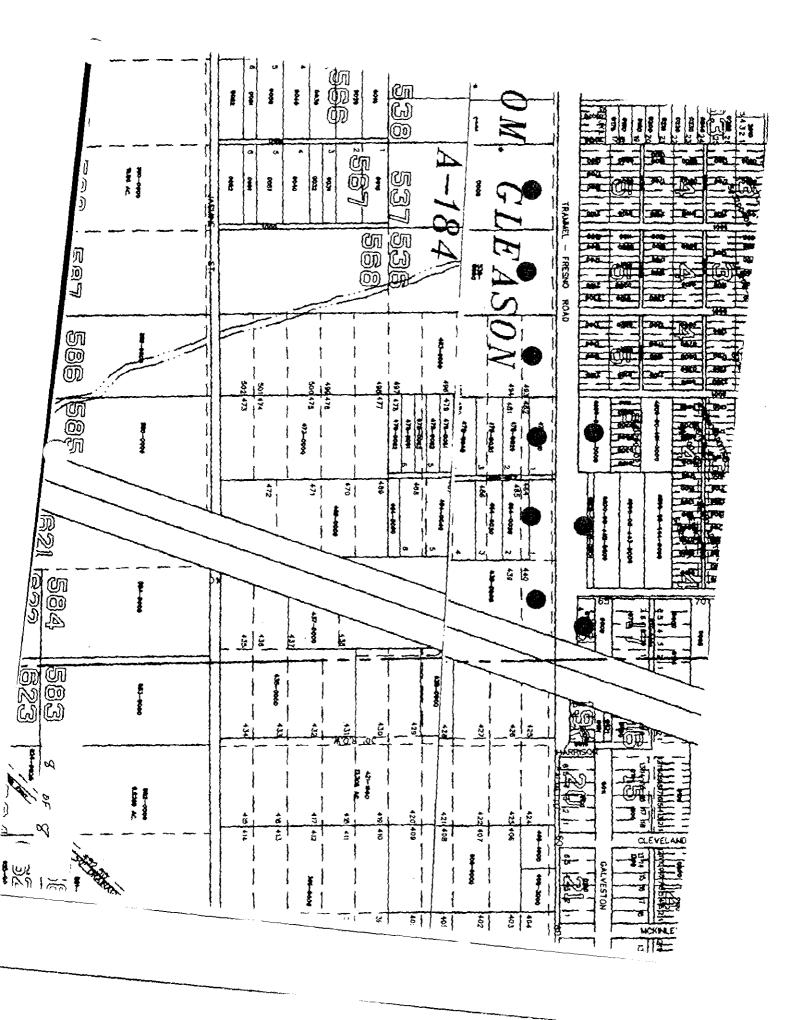












#### Southside of Trammel-Fresno Road, from west to east:

#### S1) **BRIGGS LARRY B ETAL**

% CLARKE & COMPANY

13201 NORTHWEST FWY STE 503

HOUSTON, TX 77040-6024

Account:

0086-00-000-2100-907

Legal:

0086 M SHIPMAN, ACRES 87.329, UNDIVIDED INTEREST 50%

#### WAYNE WILLIAM L

% CLARKE & COMPANY

13201 NORTHWEST FWY STE 503

HOUSTON, TX 77040-6024

Account:

0086-00-000-2101-907

Legal:

0086 M SHIPMAN, ACRES 87,329, UNDIVIDED INTEREST 20%

#### SCHLUMBERGER L M

% CLARKE & COMPANY

13201 NORTHWEST FWY STE 503

HOUSTON, TX 77040-6024

Account:

0086-00-000-2102-907

Legal:

0086 M SHIPMAN, ACRES 87.329, UNDIVIDED INTEREST 5%

#### COCHRAN STEVE T

% CLARKE & COMPANY

13201 NORTHWEST FWY STE 503

HOUSTON, TX 77040-6024

Account:

0086-00-000-2104-907

Legal:

0086 M SHIPMAN, ACRES 87.329, UNDIVIDED INTEREST 25%

#### S2) HANNOVER ESTATES LTD

7676 WOODWAY DR STE 238

HOUSTON, TX 77063-1522 Account:

0086-00-000-2130-907

Legal:

0086 M SHIPMAN, ACRES 37.4065

#### S3) HANNOVER ESTATES LTD

7676 WOODWAY DR STE 238

HOUSTON, TX 77063-1522

Account: Legal:

0086-00-000-2138-907

0086 M SHIPMAN, ACRES 19,9303

#### S4) DEPARTMENT OF TRANSPORTATION

PO BOX 1386 HOUSTON, TX

Account:

0086-00-000-2135-907

Legal:

0086 M SHIPMAN, ACRES 0.006, PARCEL 43A HWY 6 WIDENING, EXEMPT

S5) FT BEND ISD

% TAX OFFICE

PO BOX 1004

SUGAR LAND, TX 77487-1004

Account:

0086-00-000-2133-907

Legal:

0086 M SHIPMAN, ACRES 1.208, PT RESERVE "A" FBISD HIGH SCHOOL

NO 7 (IN FT BEND ROAD DIST), EXEMPT

S6) CITY OF MISSOURI CITY

1522 TEXAS PKWY

MISSOURI CITY, TX 77489-2170

Account:

0086-00-000-2136-907

Legal:

0086 M SHIPMAN, ACRES 0.102, RESERVE "B" (PT), FBISD SCHOOL SITE

NO 7, EXEMPT

S7) FT BEND ISD

% TAX OFFICE

PO BOX 1004

SUGAR LAND, TX 77487-1004

Account:

0086-86-017-0800-907

Legal:

0086 M SHIPMAN, ACRES 78.21, (PT) RESERVE "A", FBISD SCHOOL SITE

NO 7, EXEMPT

S8) CITY OF MISSOURI CITY

1522 TEXAS PKWY

MISSOURI CITY, TX 77489-2170

Account:

0086-86-017-0805-907

Legal:

0086 M SHIPMAN, ACRES 8.131, LONGPOINT CREEK 200', WIDE

DRAINAGE DITCH

S9) NEW TEAL RUN

7676 WOODWAY DR STE 238 HOUSTON, TX 77063-1522

Account:

0086-00-000-6005-907

Legal:

0086 M SHIPMAN, BLOCK 18, ACRES 31.818

S10) NEW TEAL RUN LTD

7676 WOODWAY DR STE 238 HOUSTON, TX 77063-1522

Account:

0086-00-000-6025-907

Legal:

0086 M SHIPMAN, ACRES 30.9469

S11) NEW TEAL RUN LTD

7676 WOODWAY DR STE 238 HOUSTON, TX 77063-1522

Account:

0086-00-000-6007-907

Legal:

0086 M SHIPMAN, ACRES 32.3641

#### S12) ADAMS CAROL ANN

**RR 1 BOX 887** 

FRESNO, TX 77545-9620

Account:

0086-00-000-6016-907

Legal:

0086 M SHIPMAN, ACRES 4.585

#### S13) ADAMS CAROL ANN

RR 1 BOX 887

FRESNO, TX 77545-9620

Account:

0086-00-000-6015-907

Legal:

0086 M SHIPMAN, ACRES 4.585

# S14) ADAMS CAROL ANN

**RR 1 BOX 887** 

FRESNO, TX 77545-9620

Account:

0086-86-026-0101-907

Legal:

0086 M SHIPMAN, BLOCK 26, ACRES 1.00, COCHRAN-MCCLUER, SEC 86,

LOT 1 (PT)

#### \$15) ADAMS CAROL ANN

RR 1 BOX 887

FRESNO, TX 77545-9620

Account:

0086-86-026-0102-907

Legal:

0086 M SHIPMAN, BLOCK 26, ACRES 1.00, COCHRAN-MCCLUER, SEC 86

LOT 1 (PT)

#### \$16) MERSEREAU HARVEY J

RR 1 BOX 886

FRESNO, TX 77545-9620

Account:

0086-86-026-0404-907

Legal:

0086 M SHIPMAN, BLOCK 26, ACRES 2, COCHRAN-MCCLUER, SEC 86,

LOT 4 (PT)

#### S17) LA-BARBERA JOSEPH

907 DULLES AVE

STAFFORD, TX 77477-5709

Account:

0086-86-026-0407-907

Legal:

0086 M SHIPMAN, BLOCK 26, ACRES 2.581, COCHRAN-MCCLUER, SEC 86,

LOT 4 (PT)

# \$18) LEAKE CURTIS D & JEANETTE M

1743 TRAMMEL FRESNO RD

FRESNO, TX 77545-7474

Account:

0086-86-026-0409-907

Legal:

0086 M SHIPMAN, BLOCK 26, ACRES 1.00, COCHRAN-MCCLUER SEC 86

LOT 4 (PT)

# S19) LEAKE CURTIS D & JEANETTE M

1743 TRAMMEL FRESNO RD

FRESNO, TX 77545-7474

Account:

0086-86-026-0405-907

Legal:

0086 M SHIPMAN, BLOCK 26, ACRES 3.7, COCHRAN-MCCLUER, SEC 86,

LOT 4 (PT)

# \$20) RIZZUTO PETE & MARY L

RR 1 BOX 850

FRESNO, TX 77545-9620

Account:

3450-03-001-0100-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 1, LOT 1

#### S21) SMITH MYRON W

**RR 1 BOX 878** 

FRESNO, TX 77545-9620

Account:

3450-03-002-0100-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 1

#### S22) PENNINGTON CHARLES E & PAMELA

RR 1 BOX 816

FRESNO, TX 77545-9618

Account:

3450-03-002-0200-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 2

#### S23) MAYO DONALD SR

7617 CHARLESMONT ST HOUSTON, TX 77016-3925

Account:

3450-03-002-0300-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 3

#### \$24) MAYO DONALD SR

7617 CHARLESMONT ST HOUSTON, TX 77016-3925

Account:

3450-03-002-0400-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 4

# S25) LAY LARRY W

3919 N HILLS DR

AUSTIN, TX 78731-2918

Account:

3450-03-002-0500-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 5

S26) HERNANDEZ RAUL

1315 TRAMMEL-FRESNO FRESNO, TX 77545-9440

Account:

3450-03-002-0600-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 6

S27) TOVAR ELIAS & LUPE

PO BOX 758

FRESNO, TX 77545-0758

Account:

3450-03-002-0700-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 7

S28) HERNANDEZ JOHN A

RR 1 BOX 809

FRESNO, TX 77545-9618

Account:

3450-03-002-0800-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 8

S29) LEWIS EDWARD B

6711 CLARA LN

ROSHARON, TX 77583-3663

Account:

3450-03-002-0900-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 9

S30) TAPPAN DENEATHA E

PO BOX 536

FRESNO, TX 77545-0536

Account:

3450-03-002-1000-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 10

S31) BARRERA HORACIO

RR 1 BOX 770

FRESNO, TX 77545-9617

Account:

3450-03-002-1100-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 11

\$32) BARRERA HORACIO

RR 1 BQX 770

FRESNO, TX 77545-9617

Account:

3450-03-002-1200-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 12

\$33) VAZQUEZ AURELIO L & MARIA T

1426 TRAMMELL FRESNO

**FRESNO, TX 77545** 

Account:

3450-03-002-1300-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 13

S34) VAZQUEZ AURELIO L & MARIA T

PO BOX 874

FRESNO, TX 77545-0874

Account:

3450-03-002-1400-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 14

S35) CROSSROAD MARKET

% A ENTERPRISES

RR 1 BOX 724A

FRESNO, TX 77545-9610

Account:

3450-03-002-1500-907

Legal:

GATEWAY ACRES SEC 3, BLOCK 2, LOT 15

S36) CROSSROAD MARKET

% A ENTERPRISES

RR 1 BOX 724A

FRESNO, TX 77545-9610

Account:

3450-00-001-0100-907

Legal:

GATEWAY ACRES, BLOCK 1, LOT 1

S37) CROSSROAD MARKET

% A ENTERPRISES

RR 1 BOX 724A

FRESNO, TX 77545-9610

Account:

3450-00-001-0200-907

Legal:

GATEWAY ACRES, BLOCK 1, LOT 2

S38) RODRIGUEZ JOSE

PO BOX 574

FRESNO, TX 77545-0574

Account:

3450-00-002-0100-907

Legal:

GATEWAY ACRES, BLOCK 2, LOT 1

\$39) FRANKIE DOROTHY M

% JOSE & JULIA RODRIGUEZ

9811 MAURY LN

MANASSAS, VA 20110-5924

Account:

3450-00-002-0200-907

Legal:

GATEWAY ACRES, BLOCK 2, LOT 2

S40) SANCHEZ JOSE A & ROSALINDA

3519 DUNCASTER DR

MISSOURI CITY, TX 77459-3060

Account:

3450-00-002-0300-907

Legal:

GATEWAY ACRES, BLOCK 2, LOT 3

# S41) STEIN GARY W & BRADLEY & DAVID

PO BOX 21119

HOUSTON, TX 77226-1119

Account:

3450-00-002-0400-907

Legal:

GATEWAY ACRES, BLOCK 2, LOT 4

#### S42) STEIN GARY W & BRADLEY &

**DAVID** 

6000 JENSEN DR

HOUSTON, TX 77026-1113

Account:

3450-00-002-0500-907

Legal:

GATEWAY ACRES, BLOCK 2, LOT 5

#### S43) RIVERA JOSE G

RR 1 BOX 692

FRESNO, TX 77545-9637

Account:

3450-00-002-0600-907

Legal:

GATEWAY ACRES, BLOCK 2, LOT 6 THRU 8

# S44) LOPEZ ALERTO F & MARIA S

1326 1/2 AVE A

FRESNO, TX 77545

Account:

3450-00-003-0100-907

Legal:

GATEWAY ACRES, BLOCK 3, LOT 1

#### S45) LOPEZ ALBERTO F & MARIA S

1326 1/2 AVE A

FRESNO, TX 77545

Account:

3450-00-003-0200-907

Legal:

GATEWAY ACRES, BLOCK 3, LOT 2

#### S46) DELGADO JOSE A & MARIA C

328 E HOUSTON ST

FRESNO, TX 77545-9444

Account:

3450-00-003-0300-907

Legal:

GATEWAY ACRES, BLOCK 3, LOT 3

#### S47) HERNANDEZ JOSEFINA GARCIA

1315 TRAMMEL FRESNO RD

FRESNO, TX 77545-9440

Account:

3450-00-003-0400-907

Legal;

GATEWAY ACRES, BLOCK 3, LOT 4

S48) TRISTAN LEOCADIO M

RR 1 BOX 870

FRESNO, TX 77545-9620

Account:

3450-00-003-0500-907

Legal:

GATEWAY ACRES, BLOCK 3, LOT 5

S49) TRISTAN DOMINGO

RR 1 BOX 874P

FRESNO, TX 77545-9650

Account:

3450-00-003-0600-907

Legal:

GATEWAY ACRES, BLOCK 3, LOT 6

S50) AUGIAS MARIA A

2807 LELIA ST

STAFFORD, TX 77477-6821

Account:

3450-00-003-0700-907

Legal:

GATEWAY ACRES, BLOCK 3, LOT 7

S51) ALMAGUER SERGIO & GUADALUPE

PO BOX 693

FRESNO, TX 77545-0693

Account:

3450-01-001-0100-907

Legal:

GATEWAY ACRES SEC 1, BLOCK 1, LOT 1

\$52) ALMAGUER SERGIO & GUADALUPE

PO BOX 693

FRESNO, TX 77545-0693

Account:

3450-01-001-0200-907

Legal:

GATEWAY ACRES SEC 1, BLOCK 1, LOT 2

S53) ALMAGUER SERGIO & GUADALUPE

PO BOX 693

FRESNO, TX 77545-0693

Account:

3450-01-001-0300-907

Legal:

GATEWAY ACRES SEC 1, BLOCK 1, LOT 3

S54) MEYER ARTHUR L

1917 DEERVALLEY ST

DEER PARK, TX 77536-4360

Account:

3450-01-001-0400-907

Legal:

GATEWAY ACRES SEC 1, BLOCK 1, LOT 4,5

S55) LOPEZ JESUS M & MARTHA

PO BOX 112

FRESNO, TX 77545-0112

Account:

3450-01-002-0100-907

Legal:

GATEWAY ACRES SEC 1, BLOCK 2, LOT 1,2

S56) LOPEZ JESUS M

PO BOX 112

FRESNO, TX 77545-0112

Account:

3450-01-002-0300-907

Legal:

GATEWAY ACRES SEC 1, BLOCK 2, LOT 3

S57)

EBENEZER UNITED METHODIST CHURCH

% CREOLA PATTERSON

RR 1 BOX 1502

FRESNO, TX 77545-9605

Account:

3450-01-002-0400-907

Legal:

GATEWAY ACRES SEC 1, BLOCK 2, LOT 4, EXEMPT

S58) EBENEZER UNITED METHODIST CHURCH

% CREOLA PATTERSON

RR 1 BOX 1502

FRESNO, TX 77545-9605 1107

Account:

3450-01-002-0500-907

Legal:

GATEWAY ACRES SEC 1, BLOCK 2, LOT 5, EXEMPT

S59) TREVINO SAN JUANITA

1057 TRAMMEL FRESNO RD

FRESNO, TX 77545

Account:

0170-86-030-0401-907

Legal:

0170 M ESCALERO, BLOCK 30, ACRES 1.00, LOT 4 (PT), (PT) PARCEL 1

COCHRAN-MCCLUER S/D

S60) CASTRO JOSE C

RR 1 BOX 870

FRESNO, TX 77545-9620

Account:

0170-86-030-0405-907

Legal:

0170 M ESCALERO, BLOCK 30, ACRES 1.000, LOT 4 (PT), PARCEL 2,

COCHRAN-MCCLUER S/D

# S61) TENNANT ROBERT H

3 WARRENTON DR

HOUSTON, TX 77024-6222

Account:

0170-86-030-0410-907

Legal:

0170 M ESCALERO, BLOCK 30, ACRES 2.500, LOT 4 (PT) - PARCEL 3,

COCHRAN-MCCLUEN S/D

#### S62) TENNANT ROBERT H

3 WARRENTON DR

HOUSTON, TX 77024-6222

Account:

0170-86-030-0415-907

Legal:

0170 M ESCALERO, BLOCK 30, ACRES 2.117, LOT 4 (PT), PARCEL 4 (PT),

COCHRAN & MCCLUER S/D

#### S63) MITCHELL K J SR ESTATE

% ODESSA BOWENS

PO BOX 884

FRESNO, TX 77545-0884 935

Account:

4600-00-546-4000-907

Legal:

MAGNOLIA PLACE, BLOCK 546 (PT), ACRES 0.444

# S64) MITCHELL DELORIS

4831 E RIDGE CREEK DR HOUSTON, TX 77053-4630

Account:

4600-00-546-3000-907

Legal:

MAGNOLIA PLACE, BLOCK 546 (PT), ACRES .256

#### S65) DEBORAH A. ROBERT

851 FRESNO-TRAMMEL ROAD

**FRESNO, TX 77545** 

Account:

4600-00-546-2000-907

Legal:

MAGNOLIA PLACE, BLOCK 546 (PT), .15

# S66) FIRST GIBRALTAR BANK FSB

1431 GREENWAY DR IRVING, TX 75038-2410

Account:

4600-00-546-1000-907

Legal:

MAGNOLIA PLACE, BLOCK 546 (PT), ACRES . 15

S67) WASHINGTON CLEMPTY 12702 WELLBORNE RD PEARLAND, TX 77581-2035

> Account: 4600-00-545-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 545, ACRES .141, TRACT 1

S68) WASHINGTON WILLIE R (LIFE EST) % JAMES WASHINGTON ETAL

6302 S PINE ST

ROSHARON, TX 77583-3559

Account:

4600-00-545-0020-907

Legal:

MAGNOLIA PLACE, BLOCK 545, ACRES .141, TRACT 2

S69) WASHINGTON FREDDIE L

PO BOX 8144

HOUSTON, TX 77288-8144

Account:

4600-00-545-0030-907

Legal:

MAGNOLIA PLACE, BLOCK 545, ACRES .141, TRACT 3

S70) ARTHUR L. WASHINGTON, SR. & KAREN E. WASHINGTON 821 TRAMMEL-FRESNO ROAD

FRESNO, TX 77545

Account:

4600-00-545-0040-907

Legal:

MAGNOLIA PLACE, BLOCK 545, ACRES .141, TRACT 4

ARTHUR L. WASHINGTON, SR. & KAREN E. WASHINGTON S71)

821 TRAMMEL-FRESNO ROAD

FRESNO, TX 77545

Account:

4600-00-545-0050-907

Legal:

MAGNOLIA PLACE, BLOCK 545, ACRES .141, TRACT 5

S72) ARTHUR L. WASHINGTON, SR. & KAREN E. WASHINGTON

821 TRAMMEL-FRESNO ROAD

FRESNO, TX 77545

Account:

4600-00-545-0060-907

Legal:

MAGNOLIA PLACE, BLOCK 545, ACRES .141, TRACT 6

S73) WASHINGTON MAJOR JR

RR 1 BOX 572

FRESNO, TX 77545-9607

Account:

4600-00-544-1000-907

Legal:

MAGNOLIA PLACE, BLOCK 544 (PT), ACRES 1.22

S74) THOMPSON LEE

RR 1 BOX 570

FRESNO, TX 77545-9607

Account:

4600-00-544-3002-907

Legal:

MAGNOLIA PLACE, BLOCK 544 (PT), ACRES 0.25

S75) THOMPSON LEE

RR 1 BOX 570

FRESNO, TX 77545-9607

Account:

4600-00-544-3000-907

Legal:

MAGNOLIA PLACE, BLOCK 544 (PT), ACRES 1.25

S76) ARTHUR L. WASHINGTON, SR.

AND KAREN WASHINGTON

821 TRAMMEL-FRESNO ROAD

**FRESNO, TX 77545** 

Account:

4600-00-544-2000-907

Legal:

MAGNOLIA PLACE, BLOCK 544 PT, ACRES .141, TRACT 10

S77) LEWIS STEVE E & MAE R

PO BOX 596

FRESNO, TX 77545-0596

Account:

4600-00-543-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 543, ACRES 5.0

S78) WILLIAMS MATTIE & SHERYL

719 TRAMMEL-FRESNO RD

FRESNO, TX 77545-

Account:

4600-00-542-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 542, ACRES 5.0

#### S79) SIENNA STORAGE & BUSINES PARK INC

637 TRAMMEL-FRESNO

FRESNO, TX 77545

Account:

4600-00-541-5000-907

Legal:

MAGNOLIA PLACE, BLOCK 541 (E 1/2), ACRES 2.50

#### \$80) SIENNA STORAGE & BUSINES PARK INC

637 TRAMMEL-FRESNO

FRESNO, TX 77545

Account:

4600-00-541-4000-907

Legal:

MAGNOLIA PLACE, BLOCK 541 (W 1/2), ACRES 2.210

#### S81) RIVERA JOSE R & JENNIFER M

**352 POST** 

ROSHARON, TX 77583-2116

Account:

4600-00-540-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 540 (PT), ACRES 2.00

#### S82) QUESONOVA RAOUL & JUDITH B

RR 1 BOX 551D

FRESNO, TX 77545-9801

Account:

4600-00-539-0015-907

Legal:

MAGNOLIA PLACE, BLOCK 539 (PT), ACRES .496

#### S83) ROSS MARIA F & MARTA SORTO

RR 1 BOX 552

FRESNO, TX 77545-9606

Account:

4600-00-539-0010-907

Legal:

MAGNOLIA PLACE, BLOCK 539 (PT), ACRES .496

# S84) SORTO JUAN & ANA Y

539 TRAMMEL RD FRESNO, TX 77545-

Account:

4600-00-538-0001-907

Legal:

MAGNOLIA PLACE, BLOCK 538 (E 1/2), ACRES 2.50

#### S85) HERREA TERESA

3902 HIGH POINT LN

HOUSTON, TX 77053-1427

Account:

4600-00-538-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 538 (W 1/2), ACRES 2.50

S86) CLARK NELL R & JAMES E

2314 DOVERGLEN DR

MISSOURI CITY, TX 77489-4209

Account:

4600-00-537-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 537, ACRES 5.0

S87) KOVAC, HELGA

3732 ALOMAR DR

SHERMAN OAKS, CA 91423-4945 Account: 4600-00-536-000-907

Legal:

MAGNOLIA PLACE, BLOCK 536,568, ACRES 10.00

\$88) LOCKETT THOMAS H

RR 1 BOX 553

FRESNO, TX 77545-9606

Account:

4600-00-493-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 493-502, ACRES 9.772

S89)

RUDY RUSSELL T & RANDALL D RUDY 9250 SANDRINGHAM DR HOUSTON, TX 77024-5827

Account:

4600-00-478-0010-907

Legal:

MAGNOLIA PLACE, BLOCK 478-482, LOT 1

S90) RUDY RUSSELL T

/RANDALL D RUDY

9250 SANDRINGHAM DR HOUSTON, TX 77024-5827

Account:

4600-00-464-0020-0907

Legal:

MAGNOLIA PLACE, BLOCK 464-468, LOT 2

S91) MCCLOUD BEATRICE

13727 GROSVENOR ST HOUSTON, TX 77034-5318

Account:

4600-00-439-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 439,440 & (PT) BLOCK 464, ACRES 3.654

#### Northside of Trammel-Fresno Road, from west to east:

N1) COCHRAN STEVE T % CLARKE & COMPANY

13201 NORTHWEST FWY STE 503

HOUSTON, TX 77040-6024

Account:

0077-00-000-0303-907

Legal:

0077 E ROARK, ACRES 7.255, UNDIVIDED INTEREST 25%

**BRIGGS LARRY B ETAL** % CLARKE & COMPANY 13201 NORTHWEST FWY STE 503

Account:

HOUSTON, TX 77040-6024 0077-00-000-0383-907

Legal:

0077 E ROARK, ACRES 7.255, UNDIVIDED INTEREST 50%

WAYNE WILLIAM L % CLARKE & COMPANY 13201 NORTHWEST FWY STE 503 HOUSTON, TX 77040-6024

Account:

0077-00-000-0384-907

Legal:

0077 E ROARK, ACRES 7.255, UNDIVIDED INTEREST 20%

SCHLUMBERGER LESLEY M % CLARKE & COMPANY 13201 NORTHWEST FWY STE 503 HOUSTON, TX 77040-6024

Account:

0077-00-000-0385-907

Legal:

0077 E ROARK, ACRES 7.255, UNDIVIDED INTEREST 5%

N2) FT BEND COUNTY

PO BOX 399

RICHMOND, TX 77406-0399

Account:

0077-00-000-0304-907

Legal:

0077 E ROARK, ACRES 2.732, (PROPOSED VICKSBURG DR ROW) EXEMPT

N3) VICKSBURG ESTATES LTD

% L B WALKER & ASSOC INC

PO BOX 16290

HOUSTON, TX 77222-6290

Account:

0077-00-000-0341-907

Legal:

0077 E ROARK, ACRES 63.1121

# N4) MARHABA PARTNERS LIMITED

PARTNERSHIP 1499 POTOMAC DR HOUSTON, TX 77057-1923

Associate 0077 00 000

Account: 0077-00-000-0379-907

Legal: 0077 E ROARK, BLOCK 9 (PT), ACRES 103.0808

# N5) CENTERPOINT ENERGY HOUSTON ELECTRIC LLC

ATTN PROPERTY TAX DEPT

PO BOX 1475

HOUSTON, TX 77251-1475

Account:

0077-00-000-0200-907

Legal:

0077 E ROARK, ACRES 6.269

# N6) MARHABA PARTNERS LIMITED

PARTNERSHIP 1499 POTOMAC DR HOUSTON, TX 77057-1923

Account:

0077-00-000-0431-907

Legal:

0077 E ROARK, BLOCK 9 (PT), ACRES 41.2883

#### N7) MARHABA PARTNERS LIMITED

PARTNERSHIP 1499 POTOMAC DR HOUSTON, TX 77057-1923

Account:

0077-00-000-0381-907

Legal:

0077 E ROARK, BLOCK 9 (PT), ACRES 38.4163

# N8) HANNOVER ESTATES LTD

7676 WOODWAY DR STE 238 HOUSTON, TX 77063-1522

Account:

0077-00-000-3008-907

Legal:

0077 E ROARK, ACRES 83.789

# N9) MARHABA PARTNERS LIMITED

PARTNERSHIP 1499 POTOMAC DR HOUSTON, TX 77057-1923

Account:

0077-77-011-0000-907

Legal:

0077 E ROARK, ACRES 157.8048, COCHRAN-MCCLUER SEC 77, BLK 11

(PT) TR 8

N10) COHEN IVA M & CECIL R 3419 CALIFORNIA RD

RR 1 BOX 820

Account:

3400-00-001-2400-907

Legal:

FRESNO RANCHOS, BLOCK A, LOT 24

N11) ROY JEFFREY C & IRENE

RR 1 BOX 815

FRESNO, TX 77545-9618

Account:

3400-00-001-2500-907

Legal:

FRESNO RANCHOS, BLOCK A, LOT 25 (PT)

N12) SALINAS AURELIO O

RR 1 BOX 810

FRESNO, TX 77545-9618

Account:

3400-00-001-2600-907

Legal:

FRESNO RANCHOS, BLOCK A, LOT 26 (PT)

N13) FONSECA OVIDIO

PO BOX 1168

FRESNO, TX 77545-1168

Account:

3400-00-001-2700-907

Legal:

FRESNO RANCHOS, BLOCK A, LOT 27

N14) LOPEZ ROMEO JR

PO BOX 235

FRESNO, TX 77545-0235

Account:

3400-00-001-2800-907

Legal:

FRESNO RANCHOS, BLOCK A, LOT 28

N15) CALDERON, GUADALUPE

3206 ILLINOIS ST FRESNO, TX 77545

Account:

3400-00-002-2400-907

Legal:

FRESNO RANCHOS, BLOCK B, LOT 24

N16) MUNOZ GONZALO

PO BOX 404

BEN BOLT, TX 78342-0404

Account:

3400-00-002-2500-907

Legal:

FRESNO RANCHOS, BLOCK B, LOT 25

N17) GARZA OSCAR JR ETAL % FLORINDA GARZA

**RR 1 BOX 765** 

Account:

3400-00-002-2600-907

Legal:

FRESNO RANCHOS, BLOCK B, LOT 26-27

N18) GONZALEZ, CARMEN GARZA

3410 OHIO

FRESNO, TX 77545

Account:

3400-00-002-2800-907

Legal:

FRESNO RANCHOS, BLOCK B, LOT 28

N19) VAZQUEZ AURELIO L & MARIA T

RT 1 BOX 724 RR 1 BOX 724

Account:

3400-00-003-2700-907

Legal:

FRESNO RANCHOS, BLOCK C, LOT 24 THRU 28

N20) CASTILLO SANTOS S

1406 TRAMMEL-FRESNO RD FRESNO, TX 77545-9637

Account:

3400-00-004-2400-907

Legal:

FRESNO RANCHOS, BLOCK D, LOT 24,25

N21) VELA RAYMOND Z SR & MODESTA

PO BOX 85

FRESNO, TX 77545-0085

Account:

3400-00-004-2600-907

Legal:

FRESNO RANCHOS, BLOCK D, LOT 26 (SOUTH 80.01')

N22) VELA TRISHA & ETAL

1705 HARRIS AVE

PASADENA, TX 77506-3723

Account:

3400-00-004-2700-907

Legal:

FRESNO RANCHOS, BLOCK D, LOT 27

N23) COLEMAN DIANE

RR 1 BOX 679

FRESNO, TX 77545-9609

Account:

3400-00-004-2800-907

Legal:

FRESNO RANCHOS, BLOCK D, LOT 28 (S PT)

N24) COMERAGH, INC

5892 CEDAREDGE CT SUGAR LAND, TX 77479

Account:

3400-00-005-2400-907

Legal:

FRESNO RANCHOS, BLOCK E, LOT 24 & 25

N25) LOPEZ ROBERT

3411 PENNSYLVANIA FRESNO, TX 77545

Account:

3400-00-005-2600-907

Legal:

FRESNO RANCHOS, BLOCK E, LOT 26

N26) LOPEZ ROBERT

3411 PENNSYLVANIA FRESNO, TX 77545

Account:

3400-00-005-2700-907

Legal:

FRESNO RANCHOS, BLOCK E, LOT 27

N27) LOPEZ EDWARD RUDY

RR 1 BOX 662

FRESNO, TX 77545-9609

Account:

3400-00-005-2800-907

Legal:

FRESNO RANCHOS, BLOCK E, LOT 28

N28) MARTINI R A

1306 E ANDERSON RD HOUSTON, TX 77047-5226

Account:

4600-00-517-2070-907

Legal:

MAGNOLIA PLACE, BLOCK (S 1/2) 516,515,514, LOT 6 (PT), ACRES 1.245

# N29) PARMESAN DOROTHY J

FAMILY TRUSTS 4615 WARING ST

HOUSTON, TX 77027-6217

Account:

4600-00-525-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 525, ACRES 6.84, UNDIVIDED INTEREST 50%

#### PARMESAN ANNE GAFFORD

9926 GOLD CUP WAY HOUSTON, TX 77065-4122

Account:

4600-00-525-0010-907

Legal:

MAGNOLIA PLACE, BLOCK 525, ACRES 6.84, UNDIVIDED INTEREST 8.33%

#### PARMESAN CAMILLE

4848 FAST FOX TRL AUSTIN, TX 78746-2306

Account:

4600-00-525-0020-907

Legal:

MAGNOLIA PLACE, BLOCK 525, ACRES 6.84, UNDIVIDED INTEREST 8.33%

#### PARMESAN ELENA

4615 WARING ST

HOUSTON, TX 77027-6217

Account: Legal: 4600-00-525-0030-907

MAGNOLIA PLACE, BLOCK 525, ACRES 6.84, UNDIVIDED INTEREST 8.33%

#### PARMESAN MARY

% CAMILLE PARMESAN (GUARDIAN)

4818 FAST FOX TRL AUSTIN, TX 78746-2306

Account:

4600-00-525-0040-907

Legal:

MAGNOLIA PLACE, BLOCK 525, ACRES 6.84, UNDIVIDED INTEREST 8.33%

#### **HUDDLE DANIELLE**

9315 VILLAGE CENTER CT HOUSTON, TX 77064-3851

Account: Legal: 4600-00-525-0050-907

•

MAGNOLIA PLACE, BLOCK 525, ACRES 6.84, UNDIVIDED INTEREST 8.34%

#### MAXWELL ROSALIE

400 DEER RUN

WIMBERLEY, TX 78676-6107

Account:

4600-00-525-0060-907

Legal:

MAGNOLIA PLACE, BLOCK 525, ACRES 6.84, UNDIVIDED INTEREST 8.34%

N30) MARTINI R H

1303 E ANDERSON RD HOUSTON, TX 77047-5225

Account:

4600-00-526-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 526, ACRES 5.0

N31) MARTINI R H

1303 E ANDERSON RD HOUSTON, TX 77047-5225

Account:

4600-00-527-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 527, ACRES 5.0

N32) MARTINI R H

1303 E ANDERSON RD HOUSTON, TX 77047-5225

Account:

4600-00-528-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 528, ACRES 5.0

N33) MARTINI R H

1303 E ANDERSON RD HOUSTON, TX 77047-5225

Account:

4600-00-529-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 529, ACRES 5.0

N34) NEW POWDER CORPORATION

11011 FM 830 RD WILLIS, TX 77318-5690

Account:

4600-00-530-4000-907

Legal:

MAGNOLIA PLACE, BLOCK 530 (PT), 3.00 ACRES

N35) MARTINI R H

1303 E ANDERSON RD HOUSTON, TX 77047-5225

Account:

4600-00-530-3000-907

Legal:

MAGNOLIA PLACE, BLOCK 530 (E PT), ACRES 2.0

N36) OWENS RALPH A SR

7122 IVAKOTA RD

CLIFTON, VA 20124-1535

Account:

4600-00-531-0800-907

Legal:

MAGNOLIA PLACE, BLOCK 531, LOT C, ACRES 0.379

N37)

WIGGINTON SARAH NAILL ETAL

4119 W RUNION DR

GLENDALE, AZ 85308-4798

Account:

4600-00-532-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 532, ACRES 5.0, UNDIVIDED INTEREST 33.34%

NAILL MARY B

% SUZANNE DE LA TORRE

**3609 PINE ST** 

RIVERSIDE, CA 92501-2644

Account:

4600-00-532-0001-907

Legal:

MAGNOLIA PLACE, BLOCK 532, ACRES 5.0, UNDIVIDED INTEREST 33.33%

NAILL JOHN R ESTATE

103 LAKEVIEW CIR

FRIENDSWOOD, TX 77546-5865

Account:

4600-00-532-0002-907

Legal:

MAGNOLIA PLACE, BLOCK 532, ACRES 5.0, UNDIVIDED INTEREST 33.33%

N38) **RUIZ LOUIS** 

> 815 W WAVELAND AVE CHICAGO, IL 60613-4326

Account:

4600-00-5300-0110-907

Legal:

MAGNOLIA PLACE, BLOCK 533, LOT A-F

N39) SAMMONS ROBERT B

PO BOX 758

FALKVILLE, AL 35622-0758

Account:

4600-00-533-0070-907

Legal:

MAGNOLIA PLACE, BLOCK 533, LOT G,H,J,K

N40) **GEIL JAMES S JR** 

> 421 S LA FAYETTE PARK PL APT 51 LOS ANGELES, CA 90057-1664

Account: 4600-00-533-0120-907

Legal:

MAGNOLIA PLACE, BLOCK 533, LOT L,M

N41) **HUMMEL RITA M** 

2636 LAWRENCE ST

LAKE STATION, IN 46405-2146

Account:

3200-05-005-1300-907

Legal:

FRESNO ADDN SEC 5, BLOCK 5E, LOT 13,14,15,16

N42) FT BEND ISD

% TAX OFFICE

PO BOX 1004

SUGAR LAND, TX 77487-1004

Account:

3200-05-005-1700-907

Legal:

FRESNO ADDN SEC 5, BLOCK 5-E, LOT 17 & 18, EXEMPT

N43) PATTERSON LARRY

PO BOX 428

FRESNO, TX 77545-0428

Account:

3200-05-005-1900-907

Legal:

FRESNO ADDN SEC 5, BLOCK 5E, LOT 19,20

N44) WILLEY JAMES MRS

% JORDAN M HECKER

321 1ST AVE W

SEATTLE, WA 98119-4103

Account:

3200-05-005-2100-907

Legal:

FRESNO ADDN SEC 5, BLOCK 5E, LOT 21,22,23,24

N45) NEW POWDER CORPORATION

11011 FM 830 RD

WILLIS, TX 77318-5690

Account:

3200-04-005-1300-907

Legal:

FRESNO ADDN SEC 4, BLOCK 5D, LOT 13,14

N46) FT BEND ISD

% TAX OFFICE

PO BOX 1004

SUGAR LAND, TX 77487-1004

Account:

3200-04-005-1500-907

Legal:

FRESNO ADDN SEC 4, BLOCK 5, LOT 15 & 16, EXEMPT

N47) BECK RUSSELL MRS

% C C DAVES

ADDRESS UNKNOWN

Account:

3200-04-005-1700-907

Legal:

FRESNO ADDN SEC 4, BLOCK 5D, LOT 17,18

N48) NEW POWDER CORPORATION

11011 FM 830 RD

WILLIS, TX 77318-5690

Account:

3200-04-005-2100-907

Legal:

FRESNO ADDN SEC 4, BLOCK 5D, LOT 21,22

N49) VASQUEZ A B

> 1614 STAFFORDSHIRE RD STAFFORD, TX 77477-6327

Account:

3200-04-005-2300-907

Legal:

FRESNO ADDN SEC 4, BLOCK 5D, LOT 23,24

N50)

SIPE PAUL J 1910 WELCH ST

HOUSTON, TX 77019-6194

Account:

3200-03-005-1300-907

Legal:

FRESNO ADDN SEC 3, BLOCK 5 C, LOT 13,14,15,16

N51) RUDY RUSSELL T

> 9250 SANDRINGHAM DR HOUSTON, TX 77024-5827

Account: Legal:

3200-03-005-1700

FRESNO ADDN SEC 3, BLOCK 5 C, LOT 17,18

N52) HODNETT MARTIN F (ESTATE)

348 N OSBORN AVE

WEST COVINA, CA 91790-2343

Account:

3200-03-005-1900-907

Legal:

FRESNO ADDN SEC 3, BLOCK 5 C, LOT 19,20

N53) CASON JAMES C AND OR DANIEL MITCHELL CASON

2973 APPLING CIR

CHAMBLEE, GA 30341-3907

Account:

3200-03-005-2100-907

Legal:

FRESNO ADDN SEC 3, BLOCK 5 C, LOT 21,22,23,24

N54) **NEW POWDER CORPORATION** 

> 11011 FM 830 RD WILLIS, TX 77318-5690

Account:

4600-00-463-0000-907

Legal:

MAGNOLIA PLACE, BLOCK 463, ACRES 1.0

N55) **RUDY RUSSELL T** 

> 9250 SANDRINGHAM DR HOUSTON, TX 77024-5827

Account:

4600-00-441-0001-907

Legal:

MAGNOLIA PLACE, BLOCK 441 (PT), ACRES 0.210

N56)

SMITH ROY L JR 1226 MOONEY RD

HOUSTON, TX 77037-3529 Account:

Legal:

3150-00-018-0100-0907

FRESNO, BLOCK 18, LOT 1,2,3,4 (N 67')

# EXHIBIT D

REGULATORY/GOVERNMENTAL AGENCY INQUIRIES





# **Environmental Data Search**

for the site

Widening of Trammel-Fresno Road, Fort Bend, TX

03E0905

performed for

Q C Laboratories, Inc.

9/23/2003

QCLB6638

www.TelALLnet

# **Preface**



This document of environmental concerns near Widening of Trammel-Fresno Road, Fort Bend, TX reports findings of the TelALL data search, prepared on the request of Q C Laboratories, Inc..

TelALL Corporation (TelALL) has designed this document to comply with the ASTM standard E 1527 - 00 sec.7.1.3 (Accuracy and Completeness) and has used all available resources but makes no claim to the entirety or accuracy of the cited government records. Our databases are updated at least every

90 days or as soon as possible after publication by the referenced governmental agencies (ASTM 1527 - 00 sec. 7.1.7). The following fields of governmental databases may not represent all known, unknown or potential sources of contamination to the referenced site. Many different variables effect the outcome of the following document. TelALL maintains extremely high standards, and stringent procedures that are used to search the referenced data. However, TelALL reserves the right at any time to amend any information related to this report.

If there is a need for further information regarding this report, or for any customer support please call TelALL at 800 583-0004 for assistance.

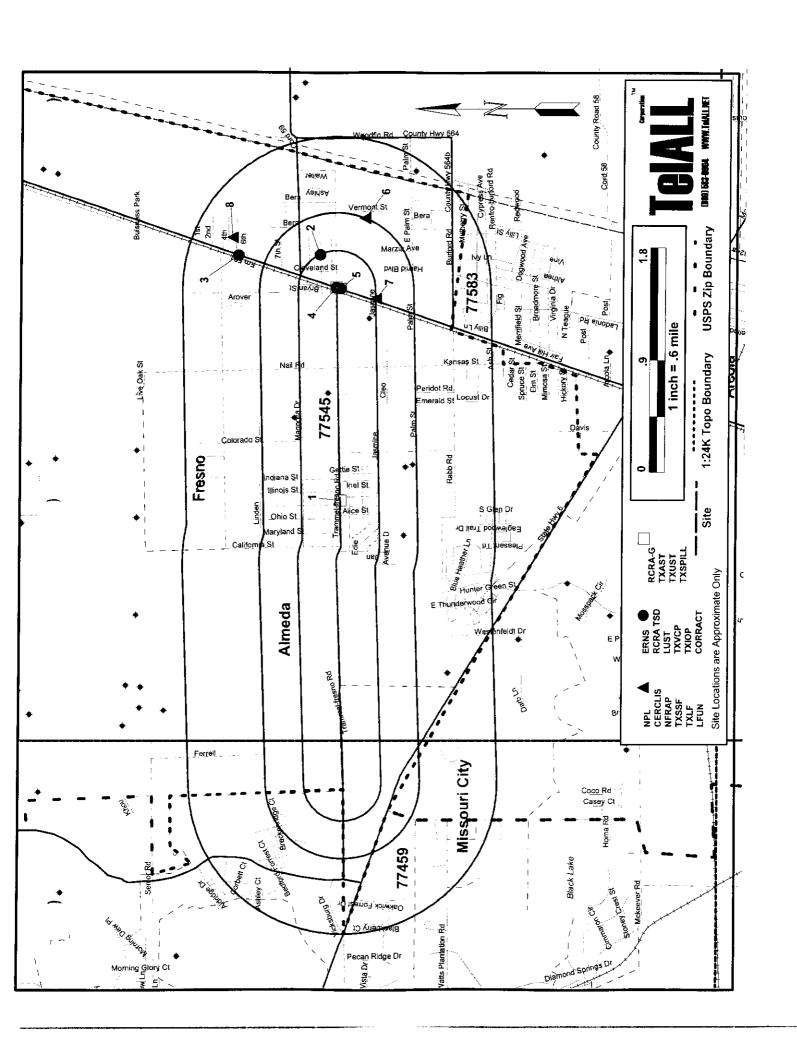
This report is divided into the following components:

MAP Identified geocodeable findings relative to this data search.

SUMMARY 1 Sorting of the identified sites by distance from the subject site.

**FINAL** A description of each database and a detailed explanation of findings.

Sources		Last	Minimum Search	
Database	Acronym	Updated	Distance	Findings
National Priority List	NPL	05/2003	1	0
Comprehensive Environmental Response, Compensation, and Liability Information System	CERCLIS	05/2003	0.5	0
No Further Remedial Action Planned	NFRAP	05/2003	0.5	0
Resource Conservation and Recovery Information System - Treatment Storage or Disposal	RCRA TSD	07/2003	1	1
Corrective Action	CORRACT	07/2003	1	0
Resource Conservation and Recovery Information System - Generators	RCRA-G	07/2003	0.25	0
Emergency Response Notification System	ERNS	07/2003	0.25	2
Texas Voluntary Cleanup Program	TXVCP	08/2003	0.5	0
Innocent Owner/Operator Program	TXIOP	08/2003	0.5	0
Texas State Superfund	TXSSF	08/2003	1	0
TCEQ Solid Waste Facilities	TXLF	08/2003	1	1
Unauthorized and Unpermitted Landfill Sites	LFUN	04/2002	0.5	2
Leaking Underground Storage Tanks	TXLUST	09/2003	0.5	2
Texas Underground Storage Tanks	TXUST	09/2003	0.25	9
Texas Above Ground Storage Tanks	TXAST	09/2003	0.25	0
Texas Spills List	TXSPILL	09/2003	0.25	0





# Sites Sorted By Distance from Center

Widening of Trammel-Fresno Road, Fort Bend, TX

Page 1 Job QCLB6638 Date 9/23/2003

Widen	ing of Framm	nel-Fresno R	load, Fort E Site	Bend, TX		Date 9/23/2003
Distan	ce/Direction	Database		Address	City/State	Site Name
		TXIOP				NO FINDINGS WITHIN 1/2 MILE.
		TXSPILL				NO FINDINGS WITHIN 1/4 MILE.
		TXSSF				NO FINDINGS WITHIN ONE MILE.
		TXAST				NO FINDINGS WITHIN 1/4 MILE.
		RCRA-G				NO FINDINGS WITHIN 1/4 MILE.
		CORRACT				NO FINDINGS WITHIN ONE MILE.
		TXVCP				NO FINDINGS WITHIN 1/2 MILE.
		NFRAP				NO FINDINGS WITHIN 1/2 MILE.
		CERCLIS				NO FINDINGS WITHIN 1/2 MILE.
		NPL				NO FINDINGS WITHIN ONE MILE.
.01						
	s w	TXUST	1	1439 TRAMMEL FRESNO RD	FRESNO	CROSSROAD MARKET
	s w	TXUST	1	1439 TRAMMEL FRESNO RD	FRESNO	CROSSROAD MARKET
	s w	TXUST	1	1439 TRAMMEL FRESNO RD	FRESNO	CROSSROAD MARKET
	ΝE	TXUST	4	3503 HWY 521	FRESNO	RENFROW GROCERY
	ΝE	TXUST	4	3503 HWY 521	FRESNO	RENFROW GROCERY
	ΝE	TXUST	4	3503 HWY 521	FRESNO	RENFROW GROCERY
	ΝE	TXUST	4	3503 HWY 521	FRESNO	RENFROW GROCERY
	ΝE	TXUST	4	3503 HWY 521	FRESNO	RENFROW GROCERY
	NE	TXLUST	4	3503 HWY 521	FRESNO	RENFROW GROCERY
04						
	s w	TXUST	5	3523 FM 521	FRESNO	FRESNO LEGRAND INC
	s w	TXLUST	5	3523 FM 521	FRESNO	FRESNO LE GRAND INC
25						
	ΝE	ERNS	2	300 MAIN	FRESNO	
25	·· =		_	333 ttt m		
23				000 444 114		
	ΝE	ERNS	2	300 MAIN	FRESNO	
28						
	s w	LFUN	7	JASMINE RD IN FRESNO	FORT BEND	RICHARD BURNS
5						
	SE	LFUN	6	HWY 288, 2.2 MI N OF INTX WITH HWY 6	FORT BEND	FRESNO STRUCTURAL & HANGAER
68						
	ΝE	RCRA TSD	3	3130 FM 521	FRESNO	CHAMPION TECHNOLOGIES INC
75		NORM TOD	•	0100 FM 021	I NEGINO	CHAMPION TECHNOLOGIES INC
, ,	.,		_			NET COLUNG
	ΝE	TXLF	8	N OF FRESNO,2.9MI N INTRSC SH 6/FM 5	FRESNO	MEDCON INC





Widening of Trammel-Fresno Road, Fort Bend, TX

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#### **NPL**

# National Priority List

NPL is a priority subset of the CERLIS list. (See CERCLIS, below) The Cerclis list was created by the Comprehensive Environmental Response, Compensation and Liability Acts (CERCLA) need to track contaminated sites. CERCLA was enacted on 12/11/80, and

amended by the Superfund Amendments and Reauthorization Act of 1986. These acts established broad authority for the government to respond to problems posed by the release, or threat of release of hazardous substances, pollutants, or contaminants. CERCLA

also imposed liability on those responsible for releases and provided the authority for the government to undertake enforcement and abatement action against responsible parties.

Source: EPA, (703) 603-8852

Database: NPL

Site: No findings within one mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: City:

#### **CERCLIS**

#### Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS is the official repository for site and non-site specific Superfund data in support of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). It contains information on hazardous waste site assessment and remediation

from 1983 to the present. CERCLIS information is used to report official Superfund accomplishments to Congress and the public, assist EPA Regional and Headquarters managers in evaluating the status and progress of site cleanup actions, track Superfund

Comprehensive Accomplishments Plan (SCAP), and communicate planned activities and budgets.

Source: EPA/ NTIS, (703) 413-0223

Database: CERCLIS

Site: No findings within 1/2 mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: City:



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# **NFRAP**

# No Further Remedial Action Planned

NFRAP Sites indicate a CERCLIS site that was designated "No further remedial action planned" by the EPA February 1995.

Source: EPA/ NTIS, (703) 413-0223

Database: NFRAP

Site: No findings within 1/2 mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: City:

#### **RCRA TSD**

# Resource Conservation and Recovery Information System - Treatment Storage or Disposal

Resource Conservation and Recovery Information System (RCRIS) Under the Resource Conservation and Recovery Act (RCRA), generators, transporters, treaters, storers, and disposers of hazardous waste as defined by the federally recognized hazardous waste are required to provide information concerning their activities to state environmental agencies, who in turn provide the information to regional and

environmental agencies, who in turn provide the information to regional and national U.S. EPA offices. The RCRA TSD (Treatment Storage or Disposal) is a subset of the RCRIS list.

RCRA TSD tracks facilities that fall under the Treatment Storage or Disposal classification.

Source: EPA/ NTIS, (800) 424-9346

Database: RCRA TSD

Site: CHAMPION TECHNOLOGIES INC

Dir./Distance (in Miles) E .68

Map Number: 3

Address: 3130 FM 521 Zip Code: 77545 City: FRESNO

SITE EPA ID: TXD000356816 - NO STARTING DATE OF TSD ACTIVITIES IS AVAILABLE FOR THE

SITE.

TYPE OF TSD: - LAND DISPOSAL UNIT

CONTACT INFORMATION: PO BOX 450499, HOUSTON, TX, (ZIP) 772450499 (TEL.) 7134312561

S.I.C. CODES: 2819



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#### CORRACT

# Corrective Action

CORRACT lists RCRIS (Resource Conservation and Recovery Information System) sites that are currently or have had in the past corrective action.

Source: EPA, (800) 424-9346

Database: CORRACT

Site: No findings within one mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: City:

#### **RCRA-G**

#### Resource Conservation and Recovery Information System - Generators

Resource Conservation and Recovery Information System (RCRIS) Under the Resource Conservation and Recovery Act (RCRA), generators, transporters, treaters, storers, and disposers of hazardous waste as defined by the federally recognized hazardous waste,

are required to provide information concerning their activities to state environmental agencies, who in turn provide the information to regional and national U.S. EPA offices. The RCRA-G (Generators) list is a subset of the RCRIS list.

RCRA-G tracks facilities that fall under the generators or transporters classification.

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS (CESQG) produce less than 100 kg per month of hazardous waste.

SMALL QUANTITY GENERATORS (SQG) produce at least 100 kg per month but less than 1000 kg per month of hazardous waste

LARGE QUANTITY GENERATORS (LQG) produce at least 1000 kg per month of hazardous waste. Source: EPA/ NTIS, (800) 424-9346

Database: RCRA-G

Site: No findings within 1/4 mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: Citv:



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#### **ERNS**

#### **Emergency Response Notification System**

ERNS supports the release notification requirements of section 103 of the Comprehensive Environmental Response Compensation, and Liability Act (CERCLA), as amended; section 311 of the Clean Water Act;

and sections 300.51 and 300.65 of the National Oil and Hazardous Substances Contingency Plan.

Additionally, ERNS serves as a mechanism to document and verify incident-location information as initially reported, and is utilized as a direct source of easily accessible data, needed for analyzing oil and hazardous substances spills.

Source: EPA/ NTIS, (202) 260-2342

Database: ERNS

Site:

Dir./Distance (in Miles) E .25

Map Number: 2

Address: 300 MAIN Zip Code: 77545 City: FRESNO

ERNS ID NUMBER 582272 ,ON 5/26/1998 0 UNK OF UNKNOWN MATERIAL, WAS REPORTED AS

RELEASED.

RP PICKS UP OLD PALLETS FROM CHAMPION INDUSTRIAL CHEMICAL PLANT RP PICKS UP OLD PALLETS FROM CHAMPION INDUSTRIES CHEMICAL PLANT IN TOWNAND BURNS

PALLETS/PALLETS CONTAMINATED WITH CHEMICAL BYPRODUCTS

NONE

CALLER STATED THAT RP IS A HOSTILE NEIGHBOR WHO HA

Database: ERNS

Site:

Dir./Distance (in Miles) E .25

Map Number: 2

Address: 300 MAIN Zip Code: 77545 City: FRESNO

ERNS ID NUMBER 582272 ,ON 5/26/1998 0 UNK OF UNKNOWN MATERIAL, WAS REPORTED AS

RELEASED.

RP PICKS UP OLD PALLETS FROM CHAMPION INDUSTRIAL CHEMICAL PLANT RP PICKS UP OLD PALLETS FROM CHAMPION INDUSTRIES CHEMICAL PLANT IN TOWNAND BURNS

PALLETS/PALLETS CONTAMINATED WITH CHEMICAL BYPRODUCTS

NONE

CALLER STATED THAT RP IS A HOSTILE NEIGHBOR WHO HA



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#### **TXVCP**

### Texas Voluntary Cleanup Program

Created under HB 2296, The Texas Voluntary Cleanup Program (VCP) was established on 9/01/1995 to provide administrative, technical, and legal incentives to encourage the cleanup of contaminated sites in Texas. Since future lenders and landowners receive

protection from liability to the State of Texas for cleanup of sites under the VCP, most of the constraints for completing real estate transactions at those sites are eliminated. As a result, many unused or under used properties may be restored to economically productive or community beneficial uses. After cleanup, the parties receive a certificate of completion from the TCEQ which states that all lenders and future land owners who are not PRP's are released from all liability to the State.

Parts of the above description were taken from the TCEQ/VCP Website. (http://www.TCEQ.state.tx.us/permitting/remed/vcp/) The investigation phases are listed as INVESTIGATION, REMEDIATION, POST-CLOSURE, and COMPLETE. Contaminant Categories (PERC and BTEX). Source: TCEQ, (512) 239-5891

Database: TXVCP

Site: No findings within 1/2 mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: Citv:



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#### TXIOP

# Innocent Owner/Operator Program

The TX IOP, created by House Bill 2776 of the 75th Leg, provides a cert. to an innocent owner or operator if their property is contaminated as a result of a release or migration of contaminants from a source or sources not loc. on the prop., and they

did not cause or contribute to the source or sources of contamination. Like the TxVCP Prog., the IOP can be used as a redevelopment tool or as a tool to add value to a contaminated prop. by providing an Innocent Owner/Operator Certificate (IOC). However,

unlike the VCP release of liability, IOCs are not trans, to future owners/oper's. Future owners/oper's are eligible to enter the IOP and may rec. an IOC only after they become an owner or operator of the site.

The above description were taken from the TCEQ/IOP Website. (http://www.TCEQ.state.tx.us/permitting/remed/vcp/iop.html)
Source: TCEQ, (512) 239-5891

Database: TXIOP

Site: No findings within 1/2 mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: City:

### **TXSSF**

#### Texas State Superfund

The Texas State Superfund database is a list of sites that the State of Texas has identified for investigation or remediation.

Texas State Superfund sites are reviewed for potential upgrading to Comprehensive Environmental Response, Compensation, and Liability Information System status by the federal Environmental Protection Agency.

Source: TCEQ, (512) 239-5680

Database: TXSSF

Site: No findings within one mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: City:

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# **TXLF**

# **TCEQ Solid Waste Facilities**

Texas Commission on Environmental Quality (TCEQ) Requires municipalities and counties to report known active and inactive landfills.

Texas Landfills is a listing of solid waste facilities registered and tracked by the TCEQ Solid waste division. The facilities tracked include solid waste disposal sites as well as transfer stations and processing stations.

Source: TCEQ, (512) 239-6786

Database: TXLF

Site: MEDCON INC

Dir./Distance (in Miles) E .75

Map Number: 8

Address: N OF FRESNO, 2.9MI N INTRSC SH 6/FM 521, ADJ E SIDE FM 521

Zip Code: 77092 City: FRESNO

SITE ID: 1939.00 - DATE PERMIT APP. WAS RECEIVED: 7/28/86.

THE SITE IS A SOLID WASTE INCINERATION FACILITY W/O ENERGY RECOVERY. THE SITE IS A

PROPOSED SITE (PERMIT HAS NOT BEEN ISSUED BEFORE FOR THIS SITE).

THE PERMIT/APP STATUS IS SITE CLOSED, PERMIT ISSUED, POST CLOSURE MAINTENANCE COMPLETE. BUSINESS TYPE: . ORIGINAL FACILITY ACREAGE: 1.94. POPULATION SERVED BY

THE FACILITY: 8000.00. THE AREA SERVED B

TONS RECEIVED PER DAY BY THE FACILITY: 20. THE YARDS RECEIVED BY THE FACILITY PER

DAY 0.00.THE ESTIMATED CLOSING DATE OF THE FACILITY 1/1/1901.

APPLICANTS NAME, ADDRESS, & TEL.: MEDCON INC, 1150



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### **LFUN**

# Unauthorized and Unpermitted Landfill Sites

Unauthorized sites have no permit and are considered abandoned. All information about these sites was compiled by Southwest Texas State University under contract with TCEQ and is based on a search of publicly available records.

Source: TCEQ, (512) 239-6786

Database: LFUN

Site: RICHARD BURNS

Dir./Distance (in Miles) SW .28

Map Number: 7

Address: JASMINE RD IN FRESNO

Zip Code:

City: FORT BEND

SITE ID: 2406 - APPROXIAMATE DATE OF FIRST USE: 1993- APPROXIMATE DATE OF LAST USE:

1995. OWNERS NAME: RICHARD BURNS - NO PRP IS LISTED. SITE ACRES: 2.

CONTAINS CONSTRUCTION DEMOLITION MATERIALS.

TNRCC #33431

Database: LFUN

Site: Fresno Structural & Hangaer

Dir./Distance (in Miles) SE .5

Map Number: 6

Address: HWY 288, 2.2 MI N OF INTX WITH HWY 6

Zip Code:

City: FORT BEND

SITE ID: 1028 - THE DATE OF FIRST USE IS UNKNOWNAPPROXIMATE DATE OF LAST USE: 1978. OWNERS NAME: FRESNO STRUCTURAL & HANGER MFG - PRP: FRESNO STRUCTURAL.

SITE ACRES: 3.

CONTAINS HOUSEHOLD WASTE. CONTAINS CONSTRUCTION DEMOLITION MATERIALS.

CONTAINS BRUSH.

INSPECTION NOTES: 7/26/76-DISTANCE TO NEAREST WATER COURSE IS 200 YDS; NO

BURNING OBSERVED; ABANDONMENT NOTED IN 3/78 TDH MEMO. FILL AREA IN ABANDONED SAND PIT; TWC PERMIT DATABA



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#### **TXLUST**

# Leaking Underground Storage Tanks

LUST is a list of known tank releases maintained by Texas Commission on Environmental Quality (TCEQ).

Source: TCEQ, (512) 239-2200

Database: TXLUST

Site: RENFROW GROCERY

Dir./Distance (in Miles) E .01

Map Number: 4

Address: 3503 HWY 521

Zip Code: 77545 City: FRESNO

LEAKING PETROLEUM STORAGE TANK IDENTIFICATION NUMBER (LPSTID) 113432. THE

SUBJECT TANK RELEASE WAS REPORTED ON 8/27/98.

PRIORITY: 2.5 - GW IMPACT, PUBLIC/DOMESTIC WATER SUPPLY WELL W/IN 0.25MI.

STATUS: 3 - MONITORING.

FAC ID NUMBER 0054977 PRP INFO: RENFRO ROBERT, 3503 FM 521, FRESNO TX 77545

CONTACT: ROBERT RENFRO TEL. 281/431-0734. LOCATION DESCRIPTION: 3503 FM RD 521.

Database: TXLUST

Site: FRESNO LE GRAND INC

Dir./Distance (in Miles) SW.04

Map Number: 5

Address: 3523 FM 521

Zip Code: 77545 City: FRESNO

LEAKING PETROLEUM STORAGE TANK IDENTIFICATION NUMBER (LPSTID) 107798. THE

SUBJECT TANK RELEASE WAS REPORTED ON 2/11/94.

PRIORITY: 5 - MINOR SOIL CONTAMINATION-DOES NOT REQUIRE A RAP.

STATUS: 6A - FINAL CONCURRENCE ISSUED, CASE CLOSED.

FAC ID NUMBER 0023838 PRP INFO: FRESNO LE GRAND, 3523 FM 521, FRESNO TX 77545 CONTACT: TOMMIE BRYANT TEL. 713/431-1571.

LOCATION DESCRIPTION: 3523 FM 521.



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#### **TXUST**

# Texas Underground Storage Tanks

Underground Storage Tanks - Permitted underground storage tanks are tracked by Texas Commission on Environmental Quality (TCEQ). This list is also maintained by the TCEQ.

Source: TCEQ, (512) 239-2160

Database: TXUST

Site: CROSSROAD MARKET

Dir./Distance (in Miles) SW.01

Map Number: 1

Address: 1439 TRAMMEL FRESNO RD

Zip Code: 77545 City: FRESNO

FACILITY NUMBER 0043430, TNRCC UNIT ID NUMBER 00114606, TANK ID NUMBER 3, DATE

INSTALLED (MMDDYY) 083187, TOTAL CAPACITY IN GALLONS: 0008000.

STATUS IS CURRENTLY IN USE. TANK COMPARTMENTS: COMPARTMENT A: GASOLINE.

CAPACITY 8000 GAL

THE TANK CONSTRUCTION IS OF STEEL - SINGLE WALL.

THE OWNER OF THE FACILITY IS CROSSROAD MARKET INC, THE TELEPHONE NUMBER

LISTED FOR THE OWNER IS 281-431-0075.

FACILITY NUMBER 0043430, TNRCC UNIT ID NUMBER 00114605, TANK ID NUMBER 1, DATE INSTALLED (MMDDYY) 083187, TOTAL CAPACITY IN GALLONS: 0010000.

STATUS IS CURRENTLY IN USE. TANK COMPARTMENTS: COMPARTMENT A: GASOLINE.

CAPACITY 10000 GAL

THE TANK CONSTRUCTION IS OF STEEL - SINGLE WALL.

THE OWNER OF THE FACILITY IS CROSSROAD MARKET INC, THE TELEPHONE NUMBER

LISTED FOR THE OWNER IS 281-431-0075.

FACILITY NUMBER 0043430, TNRCC UNIT ID NUMBER 00114604, TANK ID NUMBER 2, DATE INSTALLED (MMDDYY) 083187, TOTAL CAPACITY IN GALLONS: 0008000.

STATUS IS CURRENTLY IN USE. TANK COMPARTMENTS: COMPARTMENT A: GASOLINE. CAPACITY 8000 GAL

THE TANK CONSTRUCTION IS OF STEEL - SINGLE WALL.

THE OWNER OF THE FACILITY IS CROSSROAD MARKET INC, THE TELEPHONE NUMBER LISTED FOR THE OWNER IS 281-431-0075.

Database: TXUST

Site: RENFROW GROCERY

Dir./Distance (in Miles) E .01

Map Number: 4

Address: 3503 HWY 521

Zip Code: 77545 City: FRESNO

FACILITY NUMBER 0054977, TNRCC UNIT ID NUMBER 00134096, TANK ID NUMBER 2, DATE

INSTALLED (MMDDYY) 060190, TOTAL CAPACITY IN GALLONS: 0002000.

STATUS IS CURRENTLY REMOVED FROM GROUND. TANK COMPARTMENTS: COMPARTMENT

A: GASOLINE. CAPACITY 2000 GAL

THE TANK CONSTRUCTION IS OF COMPOSITE (STEEL W/EXTERNAL FRP CLADDING) - SINGLE

WALL.

THE OWNER OF THE FACILITY IS RENFROW ROBERT D, THE TELEPHONE NUMBER LISTED

FOR THE OWNER IS 281-431-4799.



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FACILITY NUMBER 0054977, TNRCC UNIT ID NUMBER 00197184, TANK ID NUMBER 2, DATE INSTALLED (MMDDYY) 010100, TOTAL CAPACITY IN GALLONS: 0015000.

STATUS IS CURRENTLY IN USE. TANK COMPARTMENTS: COMPARTMENT A: GASOLINE. CAPACITY 8000 GAL , COMP. B: DIESEL. CAPACITY 7000 GAL

THE TANK CONSTRUCTION IS UNKNOWN.

THE OWNER OF THE FACILITY IS RENFROW ROBERT D, THE TELEPHONE NUMBER LISTED FOR THE OWNER IS 281-431-4799.

FACILITY NUMBER 0054977, TNRCC UNIT ID NUMBER 00134095, TANK ID NUMBER 3, DATE INSTALLED (MMDDYY) 060190, TOTAL CAPACITY IN GALLONS: 0002000.

STATUS IS CURRENTLY REMOVED FROM GROUND, TANK COMPARTMENTS: COMPARTMENT A: GASOLINE, CAPACITY 2000 GAL

THE TANK CONSTRUCTION IS OF COMPOSITE (STEEL W/EXTERNAL FRP CLADDING) - SINGLE WALL.

THE OWNER OF THE FACILITY IS RENFROW ROBERT D, THE TELEPHONE NUMBER LISTED FOR THE OWNER IS 281-431-4799.

FACILITY NUMBER 0054977, TNRCC UNIT ID NUMBER 00134094, TANK ID NUMBER 1, DATE INSTALLED (MMDDYY) 060190, TOTAL CAPACITY IN GALLONS: 0001000.

STATUS IS CURRENTLY REMOVED FROM GROUND. TANK COMPARTMENTS: COMPARTMENT A: GASOLINE. CAPACITY 1000 GAL

THE TANK CONSTRUCTION IS OF COMPOSITE (STEEL W/EXTERNAL FRP CLADDING) - SINGLE WALL.

THE OWNER OF THE FACILITY IS RENFROW ROBERT D, THE TELEPHONE NUMBER LISTED FOR THE OWNER IS 281-431-4799.

FACILITY NUMBER 0054977, TNRCC UNIT ID NUMBER 00197183, TANK ID NUMBER 1, DATE INSTALLED (MMDDYY) 010100, TOTAL CAPACITY IN GALLONS: 0012000.

STATUS IS CURRENTLY IN USE. TANK COMPARTMENTS: COMPARTMENT A: GASOLINE. CAPACITY 12000 GAL

THE TANK CONSTRUCTION IS UNKNOWN.

THE OWNER OF THE FACILITY IS RENFROW ROBERT D, THE TELEPHONE NUMBER LISTED FOR THE OWNER IS 281-431-4799.

Database: TXUST

Site: FRESNO LEGRAND INC

Dir./Distance (in Miles) SW 04

Map Number: 5

Address: 3523 FM 521 Zip Code: 77545 City: FRESNO

FACILITY NUMBER 0023838, TNRCC UNIT ID NUMBER 00061412, TANK ID NUMBER 1, DATE

INSTALLED (MMDDYY) 010180, TOTAL CAPACITY IN GALLONS: 0000750.

STATUS IS CURRENTLY PERM. FILLED IN PLACE, TANK COMPARTMENTS: COMPARTMENT A:

UNKNOWN SUBSTANCE, CAPACITY 750 GAL OTHER SUB. STORED: EMPTY THE TANK CONSTRUCTION IS OF STEEL.

THE OWNER OF THE FACILITY IS FRESNO LEGRAND INC, THE TELEPHONE NUMBER LISTED

FOR THE OWNER IS 7134311571.



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# **TXAST**

# Texas Above Ground Storage Tanks

Above Ground Storage Tanks - Permitted above ground storage tanks are tracked Texas Commission on Environmental Quality (TCEQ). This list is also maintained by the TCEQ.

Source: TCEQ, (512) 239-2160

Database: TXAST

Site: No findings within 1/4 mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: City:

#### **TXSPILL**

# Texas Spills List

Texas Commission on Environmental Quality (TCEQ) tracks cases where emergency response is needed for cleanup of toxic substances.

Source: TCEQ, (512) 239-3282

Database: TXSPILL

Site: No findings within 1/4 mile.

Dir./Distance (in Miles)

Map Number: Address: Zip Code: City:

# TelALL Zip Index

The following zip codes, are the zip codes that TeIALL used for generating the preceding report. The information is provided to help our customers make the most thorough data evaluation possible.

Lat/Lon, info is provided to assist in locating sites.Lat/Lon info that is listed as "0" indicates that the site has not been geocoded. This does not indicate that the site is an orphan or was not evaluated by TeIALL's research personnel.



FACZ	ZIP	DATABASE	SITENAME	ADD	CITY	LATITUDE	LONGITUDE
	77459	ERNS	SAFETY CLEAN SYSTEMS INC	1570 INDUSTRIAL DRIVE	MISSOURI CIT	29.6218	-95.5386
			SAFETY-KLEEN CORP.	1580 INDUSTRIAL ROAD CONTAINE		29.6218	-95.5386
	RCRA-G	A-1 BEST TRANSM	1020 EM 1092	MISSOURI CIT			
			CHEVRON USA INC #153488	9202 INPEDENCE & FM 2234	MISSOURI CIT		
			EGSI HL & P PARISH PLANT	SMITHERS LAKE RD	MISSOURI CIT	30 506060	05 506776
			EXXON CO USA #60390 FORT BEND ISD	2202 FM 2234 6907 HWY 6	MISSOURI CIT	29.596069 29.557254	-95.526776 -95.557447
			HYDRO CHEM INDUSTRIAL SERVI		MISSOURI CIT	29.610929	-95.52909
			THE SERVICE OF THE SE	1145 MAIN ST	MISSOURI CIT	29.610929	~95.52909
		TXAST	CSB MATERIALS INC	7250 THOMPSON FERRY Rd	MISSOURI CIT	0	0
		,,,,,,,,,		7250 THOMPSON FERRY Rd	MISSOURI CIT	Ō	Ō
				7250 THOMPSON FERRY Rd	MISSOURI CIT	0	0
			HYDRO SERVICES	1145 HWY 90A	MISSOURI CIT	0	0
			KXLN TV TRANSMITTER	2945 SENIOR RD	MISSOURI CIT	29.553164	-95.500039
				2945 SENIOR RD	MISSOURI CIT	29.553164	-95.500039
		TXLF	CIRCLE C LAND COMPANY	CORNER COURT&MOORE RDS,1M	MISSOURI CIT		
			TONY SCARPINATO	2702 RASTUS STREET IN FORT BEN			05.5400
		TXLUST	COOPER INDUSTRIES	16500 S MAIN	MISSOURI CIT	29.6165	-95.5438
			EVYON 60300	16500 S MAIN	MISSOURI CIT	29.6165	-95.5438
			EXXON 60390 EXXON 69355	2202 FM 2234 6834 Highway 6	MISSOURI CIT Missouri City	29.596069 29.555215	-95.526776 -95.55575
			FORMER SHELL SERVICE STATIO		MISSOURI CIT	29.596071	-95.53575 -95.526681
			MISSOURI CITY CAR CARE CENT	1900 HWY 1092	MISSOURI CIT	29.330071	-90.020001
		TXSPILL	DEPENDABLE DELIVERY SERVIC	100 BLOCK OF 45TH ST, CORPUS C			
		77.07 122		3301 COUNTY ROAD 163 NEAR ALVI			
			Missouri City Public Works	Public Safety HQ, 3849 Cartwright Roa		29.582606	-95.565177
			SAFETY CLEAN	10450	Missouri City		
				5615 CLARN - BUSINESS, HOUSTON	MISSOURI CIT		
			SAFETY KLEEN	CAR DEALER SHIP PARKING LOT,20	MISSOURI CIT		
				RESEARCH EXXON CAR CARE 3102			
			SAFETY KLEEN CORPORATION	OIL BELT LANE, ABILENE	MISSOURI CIT		
		TXUST	COOPER INDUSTRIES	16500 S MAIN	MISSOURI CIT	29.6165	-95.5438
				16500 S MAIN	MISSOURI CIT	29.6165	-95.5438
				16500 S MAIN	MISSOURI CIT	29.6165 29.6165	-95.5438 -95.5438
				16500 S MAIN 16500 S MAIN	MISSOURI CIT	29.6165	-95.5438
				16500 S MAIN	MISSOURI CIT	29.6165	-95.5438
			EXXON RS 60390	2202 FM 2234	MISSOURI CIT	29.596069	-95.526776
				2202 FM 2234	MISSOURI CIT	29.596069	-95.526776
				2202 FM 2234	MISSOURI CIT	29.596069	-95.526776
				2202 FM 2234	MISSOURI CIT	29.596069	-95.526776
			FORT BEND COUNTY MUD 42 WA		MISSOURI CIT	29.598575	-95.570043
			HANDI STOP 78	2203 FM 2234	MISSOURI CIT	29.596071	-95.526681
				2203 FM 2234	MISSOURI CIT	29.596071	-95.526681
			LAKE OLVADIA TEVA OO	2203 FM 2234	MISSOURI CIT	29.596071	-95.526681
			LAKE OLYMPIA TEXACO	7118 HIGHWAY 6	MISSOURI CIT	29.554803 29.554803	-95.555353 -95.555353
			MISSOURI CITY SERVICE CENTE	7118 HIGHWAY 6 1919 SCANLIN RD	MISSOURI CIT MISSOURI CIT	29.6079	-95.5286
			MISSOURI CITT SERVICE CENTE	1919 SCANLIN RD	MISSOURI CIT	29.6079	-95.5286
				1919 SCANLIN RD	MISSOURI CIT	29.6079	-95.5286
				1919 SCANLIN RD	MISSOURI CIT	29.6079	-95.5286
				1919 SCANLIN RD	MISSOURI CIT	29.6079	-95.5286
				1919 SCANLIN RD	MISSOUR! CIT	29.6079	-95.5286
				1919 SCANLIN RD	MISSOUR! CIT	29.6079	-95.5286
			MURPHY RD ON THE RUN 60470	6060 Highway 6	Missouri City	29.566679	-95.565581
				6060 Highway 6	Missouri City	29.566679	95.565581
				6060 Highway 6	Missouri City	29.566679	-95.565581
			QUAIL VALLEY AUTO REPAIR	1900 HWY 1092	MISSOURI CIT	0	0
				1900 HWY 1092 1900 HWY 1092	MISSOURI CIT	0	0
				1900 HWY 1092 1900 HWY 1092	MISSOURI CIT MISSOURI CIT	0	0
				1900 HWY 1092 1900 HWY 1092	MISSOURI CIT	0	0
			QUAIL VALLEY UTILITY DISTRICT	1930 ROTHWELL	MISSOURI CIT	0	0
			RAS 6 9355	6834 Highway 6	Missouri City	29.555215	-95.55575
				6834 Highway 6	Missouri City	29.555215	-95.55575
			SHELL STATION	1531 US HWY 90 A	MISSOURI CIT	29.618816	-95.537871
			<u> </u>		MISSOURI CIT	29.618816	-95.537871
					MISSOURI CIT	29.618816	-95.537871
-							
			THUNDERBIRD UD WATER PLANT		MISSOURI CIT	29.576294	-95.522726
	77459-084 77459-153	NFRAP	THUNDERBIRD UD WATER PLANT QUAIL VALLEY FUND ANODIZING GRAPHICS OF TEXAS	PO Box 846	MISSOURI CIT Missouri City Missouri City	29.576294 29.5652	-95.522726 -95.5536

FACZIP	DATABASE	SITENAME	ADD	CITY	LATITUDE	LONGITUDE
77459-154	TXUST	HANDI STOP 86	1250 Fm 1092 Rd	Missouri City	29.6007	-95.5639
_			1250 Fm 1092 Rd	Missouri City	29.6007	-95.5639
			1250 Fm 1092 Rd	Missouri City	29.6007	-95.5639
77459-156	RCRA-G	JAGGI IMPORT EXPORT	1306 Fm 1092 Rd Ste 306 1024 Fm 1092 Rd	Missouri City Missouri City	29,6038	-95.564
77459-159 77459-170	TXUST	COLLISION CLINIC MURPHY FOOD STORE	1925 Fm 1092 Rd	Missouri City	29.5927	-95.564
77439-170	12031	MORFITT FOOD STORE	1925 Fm 1092 Rd	Missouri City	29.5927	-95.564
77459-180	RCRA-G	STAR ENTERPRISE	2465 Fm 1092 Rd	Missouri City		
77459-201	TXSPILL	CHEM LAWN	3227 Greenridge Dr	Missouri City	29.584055	-95.553255
77459-221	RCRA-G	C & W CLEANERS INC	3340 Fm 1092 Rd Ste 100	Missouri City		
77459-244		QUAIL CLEANERS	3817 Cartwright Rd	Missouri City	29.582618	-95.564458
77459-244		MOBIL OIL CORP SS# 415	3802 Cartwright Rd # 1092	Missouri City	29.582733	-95.564145
	TXLUST	MOBIL STATION 12 415	3802 Cartwright Rd	Missouri City	29.582733	-95.564145
	TXUST	SHELL OIL CO	3802 Cartwright Rd	Missouri City Missouri City	29.582733 29.582733	-95.564145 -95.564145
			3802 Cartwright Rd 3802 Cartwright Rd	Missouri City	29.582733	-95.564145
			3802 Cartwright Rd	Missouri City	29.582733	-95.564145
77459-249	RCRA-G	BALDWINS CLNRS	3788 Cartwight Rd	Missouri City	29.582738	-95.563794
77459-259		QUAIL VALLEY UTILITY DIST O&M	3134 Cartwright Rd	Missouri City	29.582916	-95.551972
	17.001	<b></b>	3134 Cartwright Rd	Missouri City	29.582916	-95.551972
			3134 Cartwright Rd	Missouri City	29.582916	-95.551972
			3134 Cartwright Rd	Missouri City	29.582916	-95.551972
			3134 Cartwright Rd	Missouri City	29.582916	-95.551972
77459-260		TEXACO SERVICE STATION	2465 Cartwright Rd # 1092	Missouri City	29.582983	-95.541898
	TXUST	SHELL	2465 Cartwright Rd # 1092	Missouri City	29.582983	-95.541898
			2465 Cartwright Rd # 1092	Missouri City	29.582983	-95.541898
			2465 Cartwright Rd # 1092 2465 Cartwright Rd # 1092	Missouri City Missouri City	29.582983 29.582983	-95.541898 -95.541898
			2465 Cartwright Rd # 1092	Missouri City	29.582983	-95.541898
			2465 Cartwright Rd # 1092	Missouri City	29.582983	-95.541898
			2465 Cartwright Rd # 1092	Missouri City	29.582983	-95.541898
			2465 Cartwright Rd # 1092	Missouri City	29.582983	-95.541898
77459-260		FORMER CIRCLE K 2058	2563 Cartwright Rd	Missouri City	29.582945	-95.545128
			2563 Cartwright Rd	Missouri City	29.582945	-95.545128
77459-290	RCRA-G	STAR ENTERPRISE	2995 Dulles Ave	Missouri City	29.580888	-95.583304
	TXLUST	TEXACO SERVICE STATION	2995 Dulles Ave	Missouri City	29.580888	-95.583304
	TXUST	TEXACO	2995 Dulles Ave	Missouri City	29.580888	-95.583304
			2995 Dulles Ave	Missouri City	29.580888	-95.583304
			2995 Dulles Ave	Missouri City Missouri City	29.580888 29.580888	-95.583304 -95.583304
77450 004	TVOOU	QUAIL VALLEY COUNTRY CLUB	2995 Dulles Ave 3400 W Creek Club Dr	Missouri City	29.572101	-95.555278
77459-301 77459-307	TXSPILL TXUST	QUAIL VLY UD SEWAGE TRIMT P	2939 Blue Lakes Ln	Missouri City	29.575144	-95.553391
77459-307 77459-319	12021	QUAIL VALLEY WORLD OF CLUBS	2880 La Quinta Dr	Missouri City	29.577399	-95.549499
77403-073		Qu'ile v'ille v'	2880 La Quinta Dr	Missouri City	29.577399	-95.549499
			2880 La Quinta Dr	Missouri City	29.577399	-95.549499
77459-396	RCRA-G	WAL-MART NO 2505	5501 Highway 6	Missouri City	29.574682	-95.574161
77459-405	TXUST	STOP N JOY	6303 Highway 6	Missouri City	29.564659	-95.563701
			6303 Highway 6	Missouri City	29.564659	-95.563701
			6303 Highway 6	Missouri City	29.564659	-95.563701
77459-406		HANDI PLUS 38	6181 Highway 6	Missouri City	29.5651	-95.564079
			6181 Highway 6	Missouri City Missouri City	29.5651 29.5651	-95.564079 -95.564079
77450 440	TALLIOT	FORT BEND ISD	6181 Highway 6 3130 Lake Olympia Pkwy	Missouri City	29.55588	-95.554152
77459-410	TXLUST	LAKE OLYMPIA TERMINAL	3130 Lake Olympia Pkwy	Missouri City	29.55588	-95.554152
	TXUST	DAILE OF LIME IN TELLIMINAL	3130 Lake Olympia Pkwy	Missouri City	29.55588	-95.554152
			3130 Lake Olympia Pkwy	Missouri City	29.55588	-95.554152
			3130 Lake Olympia Pkwy	Missouri City	29.55588	-95.554152
			3130 Lake Olympia Pkwy	Missouri City	29.55588	-95.554152
77459-412		QUAIL VALLEY MARINE	6615 Highway 6	Missouri City	29.560773	-95.560459
			6615 Highway 6	Missouri City	29.560773	-95.560459
			6615 Highway 6	Missouri City	29.560773	-95.560459
			6615 Highway 6	Missouri City	29.560773	-95,560459
			6615 Highway 6	Missouri City Missouri City	29.560773 29.560773	-95.560459 -95.560459
77.50 444		THEMSE FOOD STORE 4601	6615 Highway 6 9955 Highway 6	Missouri City	29.5612	-95.5569
77459-414		TIMEWISE FOOD STORE 4601	9955 Highway 6	Missouri City	29.5612	-95.5569
			9955 Highway 6	Missouri City	29.5612	-95.5569
77459-422		THUNDERBIRD U D WATER PLAN	2943 Glenn Lakes Ln	Missouri City	29.561791	-95.549904
77459-422	RCRA-G	ACCP INC	4034 N Barnett Way	Missouri City	29.5134	-95.525
77435-033 77545	ERNS		300 MAIN	FRESNO	29.537567	-95.44446
			300 MAIN	FRESNO	29.537567	-95.44446
	RCRA TSD	CHAMPION TECHNOLOGIES INC	3130 FM 521	FRESNO	29.5551	-95.4421
_	RCRA-G	CELL-U-FOAM CORP	810 FM 521	FRESNO	29.5551	-95.4421
		CHAMPION TECHNOLOGIES INC	3130 FM 521	FRESNO	29.5551	-95.4421
		CLIF MOCK COMPANY	4167 HWY 521	FRESNO		
		ENVIRONMENTAL MANAGEMENT	2410 LYNEE LANE	FRESNO FRESNO		
		HALLIBURTON ENERGY SERVICE	330 SYCAMORE ROAD 330 SYCAMORE ROAD	FRESNO		
			777 0 1 0 1 morter 110 mo			



1927 S H NY 6   FRESNO   29.5551   -66.	77545		QUALITY PAINT AND BODY SHOP US FILTER SCHMIDT	4619 FAREHILL 513 PECAN	FRESNO FRESNO	29.52044	-95.45823
CAUALTY PAID BODY SHOP   \$13 FECAN   FRESHO   29.55244   39.45   39.551   35.55   35		TXAST	US FILTER SCHMIDT	513 PECAN	FRESNO	29.52044	-95.45823
TXAST   PRESNO FROCESING   11927 S-HVY 6   FRESNO   22 5551   -95. FRESNO   -95. FRE		TXAST	US FILTER SCHMIDT			29.52044	-95.45823
### FRESNO FACILITY   230 SYCAMORE   FRESNO   2 25,5548   496.18		TXAST		11027 C HWV C	EDECNO		
### PRESNO 2 25-5555 - 56.  ### PRESNO 4 20 7		TXAST	BFIS BLUERIDGE PROCESSING F	11927 3 1144 1 0	PRESING		
### FRESNO FACULTY HALLBURTON ENERGY SERVICE 1805 SYSTAMORE FRESNO 22.5.24644 - 98.451 FRESNO 25.5.2464 - 98.451 FRESNO 25				2200 FM 521	FRESNO	29,5551	-95.442
S03 97CAMORE   FRESNO   29.524884   -0.646			FRESNO FACILITY	2725 N HWY 521	FRESNO	0	
POT 2 ROAD & BRIDDE DIVISION   133 E FIRST S;			HALLIBURTON ENERGY SERVICE	330 SYCAMORE	FRESNO	29.524884	-95.45833
## FRESNO LE GRAND INC   \$323 FM \$21				330 SYCAMORE	FRESNO	29.524884	-95.45833
TXLUST			PCT 2 ROAD & BRIDGE DIVISION	133 E FIRST St			
HALIBURTON EMERGY SERVICE 330 SYCAMORE FRESNO 29.524884 95.45 FRESNO TO TXYSTIL Haliburton Services 330 SYCAMORE FRESNO FRESNO 50 FRESNO 70 FRESNO		TXLUST					-95.45065
RENROW GROCERY   3503 AIM '92   FRESNO   TXSPILL   TXUST   CROSSROAD MARKET   1439 TRAMMEL FRESNO RD   FRESNO   20.535585   -95.47   -95.45   -95		//LUU/					
TXSPILL						23,024004	-30.40000
### TXUST CROSSROAD MARKET 14:93 FTAMMEL FRESNO RD FRESNO 29:53565 98.47:		TVCDUI					
14.39 TRAMMEL FRESNO RD						00 50505	0- 4-040
1439   FRAMMEL FRESNO		IXUST	CRUSSROAD MARKET				-95.47342
FRESNO FACILITY							
FRESNO LEGRAND INC   19 52 MCHARD   333 ALMEDA RD   FRESNO   0   29 533467   -95.450							-95.47342
FRESNO LEGRAND INC H 92 MCHARD H 93 MCHARD RENFROW GROCERY H 3503 HWY 921 FRESNO D 0 H 76 MCHARD H 95 MCHARD H 95 MCHARD RENFROW GROCERY H 3503 HWY 921 FRESNO D 0 H 76 MCHARD H 96 MCHARD			FRESNO FACILITY				
HP 52 MCHARD   333 ALMEDA RD   FRESNO   0   0   0   0   0   0   0   0   0				2725 N HWY 521	FRESNO	0	
RENFROW GROCERY   333 ALMEDA RD   FRESNO   0   333 ALMEDA RD   FRESNO   0   0   0   0   0   0   0   0   0			FRESNO LEGRAND INC	3523 FM 521	FRESNO	29.533467	-95.45065
RENFROW GROCERY 3333 ALMEDA RD FRESNO 0 0 3503 HWY 321 FRESNO 0 0 7503 HWY 321 FRESNO 29.5 IN 184 FRESNO 29.5			HP 52 MCHARD	333 ALMEDA RD	FRESNO	0	
RENFROW GROCERY  3503 HWY 321 FRESNO 0 0 3503 HWY 321 FRESNO 0 0 1503 HWY 321 FRESNO 0 29.513184 -95.43 FRESNO 29.513184 -95.4				333 ALMEDA RD	FRESNO	0	
RENFROW GROCERY  3503 HWY 921 FRESNO 0 3503 HWY 921 FRESNO 29.519184 95.482 FRESNO 29.519184 95.542 FRES				333 ALMEDA RD	FRESNO	0	
3503 HWY 921   FRESNO			RENFROW GROCERY	3503 HWY 521			
TEAL RUN EXXON							
TEAL RUN EXXON				•		=	
TEAL RUN EXXON   12325 HWY 6   FRESNO   25.519184   -95.48							
TEAL RUN EXXON							
77545-990 NFRAP 77545-990 ERNS 77546-990 ERNS 77546			TEAL BUN EYYON				05 40000
77545-989 VERAP 77583 CORRACT SOLVENT RECOVERY SVC			LEVE KON EVVON				
### 77545-999			EITENIA MANAGERA AGOMETRA				
77583 CORRACT SOLVENT RECOVERY SVC 5502 HWY 288 4016 EAST FM 1462 ROSHARON 29.3785 -95.4 4016 EAST FM 1462 ROSHARON 29.3516 95.3 4016 EAST FM 1462 ROSHARON 20.3516 95.3 4016 EAST FM 1462 ROSHARON 20.3516 PM 20.3516							-95.481
### ### ### ### ### ### ### ### ### ##				•			-95.481
KELLY OIL COMPANY 18309 MAPLE DRIVE ROSHARON 29,4933 -95,4 1930 MAPLE DRIVE ROSHARON 29,3936 -95,4 1930 MAPLE DRIVE ROSHARON 29,3936 -95,4 1930 MAPLE DRIVE ROSHARON 29,3938 -95,4 1930 MAPLE DRIVE ROSHARON 29,	77583	CORRACT	SOLVENT RECOVERY SVC	5502 HWY 288	ARCOLA	29.3785	-95.426
18399 MAPLE DRIVE   ROSHARON		ERNS		4010 EAST FM 1462	ROSHARON	29.3516	-95.387
18309 MAPLE DRIVE   ROSHARON			KELLY OIL COMPANY	18309 MAPLÉ DRIVE	ROSHARON		
18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   718 VIVA LANE   ROSHARON   29.39376   -95.435   718 VIVA LANE   ROSHARON   29.3938   -95.445   718 VIVA LANE   ROSHARON				18309 MAPLE DRIVE	ROSHARON		
18309 MAPLE DRIVE   ROSHARON   29 4933   -95.4   6718 VIVA LANE   ROSHARON   29 3935764   -95.43   6718 VIVA LANE   ROSHARON   29 3935764   -95.43   6718 VIVA LANE   ROSHARON   29 3935764   -95.43   6718 VIVA LANE   ROSHARON   29 393785   -95.42   6718 VIVA LANE   ROSHARON   29 393785   -95.42   6718 VIVA LANE   ROSHARON   29 393785   -95.42   6718 VIVA LANE   ROSHARON   29 39385   -95.42   6718 VIVA LANE   ROSHARON   29 39385   -95.42   6718 VIVA LANE   ROSHARON   29 39316   -95.42   6718 VIVA LANE   ROSHARON   29 39318   -95.42   6718 VIVA LANE   ROSHARON   29 39318   -95.42   6718 VIVA LANE   ROSHARON   29 39318   -95.42   6718 VIVA LANE   ROSHARON   29 39328   -95.42   6718 VIVA LANE   R				18309 MAPLE DRIVE	ROSHARON		
18309 MAPLE DRIVE   ROSHARON   29 4933   -95.4   6718 VIVA LANE   ROSHARON   29 39.35764   -95.43   6718 VIVA LANE   ROSHARON   29 39.3785   -95.42   6718 VIVA ROSHARON   29 501963   -95.42   6718 VIVA ROSHARON   29 3028   -95.42   6718 VIVA ROSHARON   29 3028   -95.42   6718 VIVA ROSHARON   29 3028   -95.42   6718 VIVA ROSHARON				18309 MAPLE DRIVE	ROSHARON		
18309 MAPLE DRIVE   ROSHARON   ROSHARON   18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   49.4549   49.4444   49.444   49.444   49.444   49.444   49.444   49.4444   49.4444   49.4444   49.4444   49.4				18309 MAPLE DRIVE			
18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3935   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3921   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3921   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3021   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3022   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3028   -95.4   18309 MAPLE DRIVE   ROSHARON							
18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   6718 VIVA LANE   ROSHARON   29.47549   -95.4   6718 VIVA LANE   ROSHARON   29.37576   -95.4   6718 VIVA LANE   ROSHARON   29.3028   -95.4   6718 VIVA LANE   ROSHARON   29.501663   -95.462							
18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   18309 MAPLE DRIVE   ROSHARON   29.353764   -95.453   18309 MAPLE DRIVE   ROSHARON   29.37864   -95.453   18309 MAPLE DRIVE   ROSHARON   29.37864   -95.453   18309 MAPLE DRIVE   ROSHARON   29.37865   -95.462   18309 MAPLE DRIVE   ROSHARON   29.501963   -95.453   18309 MAPLE DRIVE   ROSHARON   29.501963   -95.453   18309 MAPLE DRIVE   ROSHARON   29.501963   -95.463   18309 MAPLE DRIVE   ROSHARON   29.3028   -95.463   18309 MAPLE DRIVE   ROSHARON   29.3028   -95.463							
18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   6718 VIVA LANE   ROSHARON   29.393764   -99.435   495.435							
18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3785   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3785   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3785   -95.4   18309 MAPLE DRIVE   ROSHARON   29.57963   -95.4   18309 MAPLE DRIVE   ROSHARON   29.57963   -95.4   18309 MAPLE DRIVE   ROSHARON   29.501963   -95.4   18309 MAPLE DRIVE   ROSHA							
18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3785   -95.453   18309 MAPLE DRIVE   ROSHARON   29.3785   -95.453   18309 MAPLE DRIVE   ROSHARON   29.3785   -95.453   18309 MAPLE DRIVE   ROSHARON   29.3921   -95.4   18309 MAPLE DRIVE   ROSHARON   29.501963   -95.462   18309 MAPLE DRIVE   ROSHARON   29.30126   -95.462   18309 MAPLE DRIVE   ROSHARON   29.30126   -95.462   18309 MAPLE DRIVE   ROSHAR							
18309 MAPLE DRIVE   ROSHARON   ROSHARON   18309 MAPLE DRIVE   ROSHARON   RO							
18309 MAPLE DRIVE   ROSHARON   ROSHARON   18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3765   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3765   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3765   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3921   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3921   -95.4   18309 MAPLE DRIVE   ROSHARON   29.501963   -95.4   18309 MAPLE DRIVE   ROSHARON   29.501963   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3928   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3809   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3809   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3809   -95.4							
18309 MAPLE DRIVE   ROSHARON   ROSHARON   18309 MAPLE DRIVE   ROSHARON   18309 MAPLE DRIVE   ROSHARON   ROSHARON   18309 MAPLE DRIVE   ROSHARON   29.4933   -95.4   18309 MAPLE DRIVE   ROSHARON   29.3785   -95.4   18309 MAPLE DRIVE   ROSHARON   ROSHARON   ROSHARON   ROSHARON   ROSHARON   ROSHARON   ROSHARON   29.3921   -95.4   18309 MAPLE DRIVE   ROSHARON   29.501963   -95.462   18309 MAPLE DRIVE   ROSHARON   29.3928   -95.462   18309 MOWERY FARMS   131 CO RD 42 ROSHARON   29.3928   -95.482   13100 RD 42 ROSHARON   29.367835   -95.462   13000 MOWERY FARMS   131 CO RD 42 ROSHARON   29.367835   -95.462   13000 MOWERY FARMS   131 CO RD 42 ROSHARON   29.367835   -95.462   13000 MOWERY FARMS   131 CO RD 42 ROSHARON   29.367835   -95.462   13000 MOWERY FARMS   131 CO RD 42 ROSHARON   29.367835   -95.462   13000 MOWERY FARMS   131 CO RD 42 ROSHARON   29.3678355   -95.462   13000 M							
18309 MAPLE DRIVE   ROSHARON   ROSHARON   ROSHARON   UNKNOWN   6718 VIVA LANE   ROSHARON   29.4933   -95.4   6718 VIVA LANE   ROSHARON   29.47549   -95.44   6718 VIVA LANE   ROSHARON   29.3785   -95.4   6718 VIVA LANE   ROSHARON   29.3785   -95.4   6718 VIVA LANE   ROSHARON   29.3785   -95.4   6718 VIVA LANE   ROSHARON   29.501963   -95.462   ROSHARON   29.501							
18309 MAPLE DRIVE   ROSHARON   18309 MAPLE DRIVE   ROSHARON   RO				18309 MAPLE DRIVE	ROSHARON		
18309 MAPLE DRIVE   ROSHARON   ROSHARON   PARM MARKET RD 655   ROSHARON   ROSHARON   29.4933   -95.4   ROSHARON   ROSHARON   29.4933   -95.4   ROSHARON   ROSHARON   29.4933   -95.4   ROSHARON   29.53764   -95.45   ROSHARON   29.53764   -95.45   ROSHARON   29.53764   -95.45   ROSHARON   29.53764   -95.45   ROSHARON   29.3785   -95.4   ROSHARON   ROSHA				18309 MAPLE DRIVE	ROSHARON		
TX DEPT OF CRIMINAL JUST UNKNOWN 6718 VIVA LANE ROSHARON 29.4933 -95.4 6718 VIVA LANE ROSHARON 29.353764 -95.45 49				18309 MAPLE DRIVE	ROSHARON		
UNKNOWN 6718 VIVA LANE ROSHARON 29.4933 -95.4 6718 VIVA LANE ROSHARON 29.4933 -95.4 6718 VIVA LANE ROSHARON 29.4933 -95.4 93.4 95.4 93.4 93.4 95.4 93.4 93.4 95.4 93.4 93.4 93.4 95.4 95.4 93.4 93.4 93.4 93.4 93.4 93.4 93.4 93				18309 MAPLE DRIVE	ROSHARON		
AFRAP   ALFORD FLYING SERVICE   1 Mile OF CITY ON FM 1462   ROSHARON   29.4933   -95.4			TX DEPT OF CRIMINAL JUST	FARM MARKET RD 655	ROSHARON		
AFRAP			UNKNOWN	6718 VIVA LANE	ROSHARON	29.4933	-95.438
ALFORD FLYING SERVICE   1 MIE OF CITY ON FM 1462   ROSHARON   29.4933   -95.45   -95.45   ROSHARON   29.353764   -95.45   ROSHARON   29.3785   -95.45   ROSHARON   29.3921   -95.46   ROSHARON   29.501963   -95.46   ROSHARON   ROSHARON   ROSHARON   29.501963   -95.46   ROSHARON   ROSHARON   29.3928   -95.46   ROSHARON   ROSHARON   ROSHARON   ROSHARON   29.3928   -95.46   ROSHARON   ROSHARON   29.3928   -95.46   ROSHARON   ROSHARON   29.3928   -95.46   ROSHARON   ROSHARON   29.3928   -95.46   ROSHARON   29.3809   -95.48   RO				6718 VIVA LANE	ROSHARON	29.4933	-95.438
NFRAP				6718 VIVA LANE			-95.438
FORCE ROAD OIL & VACUUM TR		NFRAP	ALFORD FLYING SERVICE				-95.45371
## RCRA TSD   SOLVENT RECOVERY SVC   5502 HWY 288	'						-95.4406
## RCRA-G DAVENPORTIMAMMOET INC SCHLUMBERGER TECHNOL-PER 14910 AIRLINE DR ROSHARON TDC DARRINGTON HWY 288 4M N ROSHARON TDC RAMSEY I II & III HWY 288 4M N ROSHARON TDC RAMSEY I II & III HWY 288 4M N ROSHARON TDC RAMSEY I II & III HWY 288 4M N ROSHARON PS-4.462  ### TAAST ARCOLA PLT 459 15800 HWY 6 ARCOLA 29.3921 -95.4 ARCOLA YARD 5730 OLD ALVIN RD ROSHARON 29.501963 -95.462 5730 OLD ALVIN RD ROSHARON 29.501963 -95.462 5730 OLD ALVIN RD ROSHARON 29.501963 -95.462 5611 FM 521 ROSHARON 29.504265 -95.462 5611 FM 521 ROSHARON 29.504265 -95.462 5611 FM 521 ROSHARON 29.3928 -95.462 5611 FM 521 ROSHARON 29.3928 -95.4 RT 3 ROSHARON 29.386763 -95.482 RT 3 ROSHARON 29.386763 -95.4470 RT 3 ROSHARON 29.386763 -		RCRA TOD					-95.426
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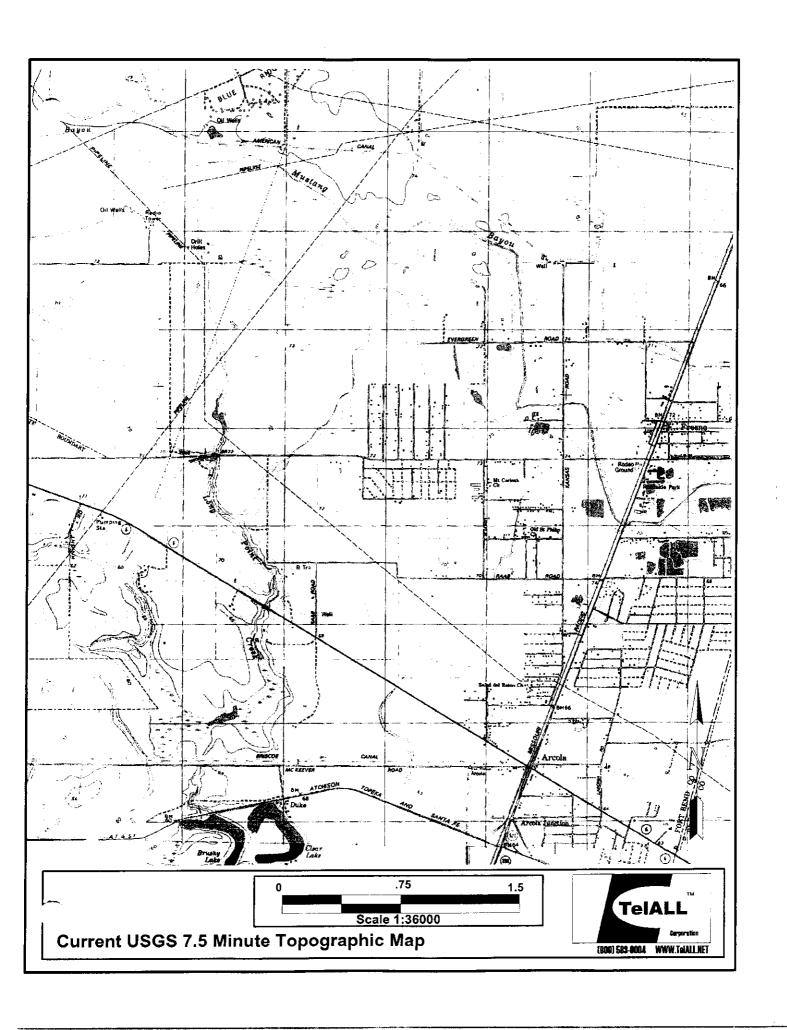
FACZ	IP	DATABASE	SITENAME	ADD	CITY	LATITUDE	LONGITUDE
	77583	TXAST	RAMSEY   UNIT	FM 655 4 ML W OF FM 52	ROSHARON	0	0
				FM 655 4 ML W OF FM 52	ROSHARON	0	0
			RAMSEY III UNIT	FM 655	ROSHARON	29.3023	-95.4534
				FM 655	ROSHARON	29.3023	-95.4534
				FM 655	ROSHARON	29.3023	-95.4534
				FM 655	ROSHARON	29.3023	-95.4534
				FM 655	ROSHARON	29.3023	-95.4534
			REBEL CONTRACTORS	4901 COUNTY RD	ROSHARON	0	0
			SCHOVAJSA FARMS J V	9811 CR 48	ROSHARON	29.439536	-95.414346
		TXLUST	ABANDONED GAS STATION	5123 HWY 521	ARCOLA	20.100000	001111010
		7712001	BRAZOS BEND HOME & RANCH	FM 1462 & FM 762	ROSHARON		
			CIRCLE K 7943	4821 STATE HWY 288	ARCOLA	29.381071	-95.426678
		TXUST	ARCOLA CENTRAL OFFICE	130 POST RD	ARCOLA		
		12021	ARCOLA CENTRAL OFFICE			29.510463	-95.442253
				130 POST RD	ARCOLA	29.510463	-95.442253
			ARCOLA RADIO RELAY STATION	1 6 MI W OF ARCOLA	ARCOLA	0	0
			BRAZOS BEND HOME & RANCH	FM 1462 & FM 762	ROSHARON	0	0
				FM 1462 & FM 762	ROSHARON	0	0
				FM 1462 & FM 762	RÓSHARÓN	0	0
			DARRINGTON UNIT	RT 3	ROSHARON	29.3928	-95.4903
				RT 3	ROSHARON	29.3928	-95.4903
			FORCE ROAD OIL & VACUUM TR	1722 CO RD 573	ARCOLA	29.47549	-95.44066
				1722 CO RD 573	ARCOLA	29.47549	-95.44066
				1722 CO RD 573	ARCOLA	29.47549	-95.44066
			FORMER BILLUPS STA 7943	4821 STATE HWY 288	ARCOLA	29.381071	-95.426678
			. SIMILITELLOI O OTA 1040	4821 STATE HWY 288	ARCOLA	29.381071	-95.426678
			J & B GAS !T	5303 HIGHWAY 6	ARCOLA		-95.420070 -95.474724
			JABGASTI			29.514576	
				5303 HIGHWAY 6	ARCOLA	29.514576	-95.474724
				5303 HIGHWAY 6	ARCOLA	29.514576	-95.474724
			JIMMY WOOTAN	16147 SH 521	ROSHARON	0	0
				16147 SH 521	ROSHARON	0	0
				16147 SH 521	ROSHARON	0	0
			MOWERY FARMS	131 CO RD 42	ROSHARON	29.385763	-95.482367
			RAMSEY I UNIT	FM 655 4 ML W OF FM 52	ROSHARON	0	0
			RAMSEY II UNIT	FM 655 4 MI W OF FM 52	ROSHARON	29.3023	-95.4534
			RANCHO NO LE HACE	HWY 521	ROSHARON	0	0
				HWY 521	ROSHARON	0	0
			ROSHARON GULF	FM 1462 & SH 521	ROSHARON	0	0
-				FM 1462 & SH 521	ROSHARON	0	0
				FM 1462 & SH 521	ROSHARON	0	0
			SCHLUMBERGER PERFORATING	14910 AIRLINE RD	ROSHARON	29.49112	-95.415626
				14910 AIRLINE RD	ROSHARON	29.49112	-95.415626
			SIENNA PLANTATION	714 SCANLAN RD	ROSHARON	29.478941	-95.472894
			OILINA PLANTATION	714 SCANLAN RD	ROSHARON	29.478941	-95.472894
	77583-201	TXLUST	SENIORS COUNTRY STORE		Arcola	29.513583	-95.47259
	//363-201		SENIORS COUNTRY STORE	13035 Highway 6			
		TXUST		13035 Highway 6	Rosharon	29.513583	-95.47259
				13035 Highway 6	Rosharon	29.513583	-95.47259
				13035 Highway 6	Rosharon	29.513583	-95.47259
				13035 Highway 6	Rosharon	29.513583	-95.47259
	77583-201	TXLUST	ARCOLA FOOD MARKET	13218 Highway 6	Arcola	29.510383	-95.466712
		TXUST		13218 Highway 6	Arcola	29.510383	-95.466712
				13218 Highway 6	Arcola	29.510383	-95.466712
	77583-224	TXAST	RJS & SON	5011 Fm 521 Rd	Arcola	29.521831	-95.45546
	77583-224	TXUST	CORNER MARKET	5241 Fm 521 Rd	Arcola	29.515152	-95.458149
				5241 Fm 521 Rd	Arcola	29.515152	-95.458149
				5241 Fm 521 Rd	Arcola	29.515152	-95.458149
	77583-267	RCRA-G	MURMER INC	503 Mckeever Rd	Arcola	29.5077	-95.4657
		TXUST	HOUSTON SOUTHWEST AIRPORT		Arcola	29.5077	-95.4657
		,		503 Mckeever Rd	Arcola	29.5077	-95.4657
				503 Mckeever Rd	Arcola	29.5077	-95.4657
				503 Mckeever Rd	Arcola	29.5077	-95.4657
				503 Mckeever Rd	Arcola	29.5077	-95.4657
	77502 201		A&A STOP & SHOP	14818 Highway 6	Arcola	29.499936	-95.446542
	77583-284		AGA STOP & SHOP	5 .			
			CONTROL AND TERMS OF BANK BLANK	14818 Highway 6	Arcola	29.499936	-95.446542
	77583-324	TXAST	RINKER MATERIALS BAY PLANT	16400 Highway 6	Rosharon	29.484	-95.4056
				16400 Highway 6	Rosharon	29.484	-95.4056
	77583-355		L & W EXCAVATORS INC	8115 Fm 521 Rd	Rosharon	29.463049	-95.474584
	77583-381	RCRA-G	PERF O LOG INC	7650H County Road 48	Rosharon	29.473404	-95.415164
	77583-660	TXUST	COUNTRY FOOD STORE	13731 Fm 521 Rd	Rosharon	29.3808	-95.48
				13731 Fm 521 Rd	Rosharon	29.3808	-95.48
	77583-745	RCRA-G	ESSEX CRANE RENTAL CORP	303 Peach Ln	Arcola	29.4876	-95.4678
		TXUST	ESSEX CRANE RENTALS	303 Peach Ln	Rosharon	29.4876	-95.4678
				303 Peach Ln	Rosharon	29.4876	-95.4678
			ROSHARON SUPERETTE	4230 W Fm 1462	Rosharon	29.353	-95.5265
	77582-762		ACCUMENT OUT LINETIE	4230 W Fm 1462	Rosharon	29.353	-95.5265
	77583-763			TEUU YY I III ITUZ	(10311010)1	29.000	30.0203
, <del></del> -,	77583-763				Porbaros	20 353	OF EUCE
_			OLIOIEO CORNER	4230 W Fm 1462	Rosharon	29.353	-95.5265 06.6173
	77583-766		SUSIES CORNER	4230 W Fm 1462 1631 Fm 655 Rd	Rosharon	29.3012	-95.5173
		TXLUST TXSPILL	SUSIES CORNER C & M GROCERY C&M GROCERY	4230 W Fm 1462			

FACZIP	DATABASE	SITENAME	ADD	CITY	LATITUDE	LONGITUDE
77583-774	TXUST	QUIK MART 3	16203 Fm 521 Rd	Rosharon	29.3493	-95.4601
			16203 Fm 521 Rd	Rosharon	29.3493	-95.4601
		ROSHARON SHELL	16239 Fm 521 Rd	Rosharon	29.3493	-95.4601
			16239 Fm 521 Rd	Rosharon	29.3493	-95.4601
77583-777		GTSW ROSHARON CENTRAL OFF	16308 1st St	Rosharon	29.352289	-95.459802
77583-812	TXAST	DAVENPORT MAMMOET LLC	20525 Fm 521 Rd	Rosharon	29.2842	-95.4544
			20525 Fm 521 Rd	Rosharon	29.2842	-95.4544
	TXUST	DAVE DAVENPORT & SONS INC	20525 Fm 521 Rd	Rosharon	29.2842	-95.4544
77583-812	TXVCP	Besco Enterprises	20701 Fm 521 Rd	Rosharon	29.2811	-95.4548
77583-999	TXSSF	Solvent Recovery Services	General Delivery	Arcola	29.505688	-95.462675
	TXUST	THEO PHILUS PRISON MINISTRY	General Delivery	Rosharon	29.3921	-95.4573
			General Delivery	Rosharon	29.3921	-95.4573



# EXHIBIT E CURRENT TOPOGRAPHICAL MAP



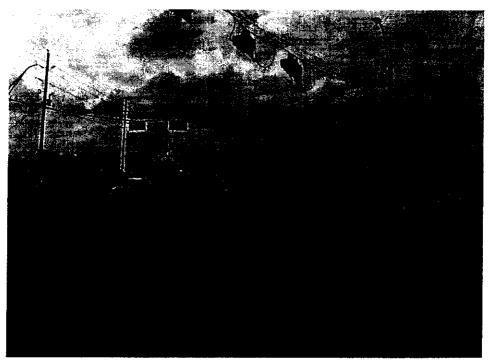


# EXHIBIT F SITE PHOTOGRAPHS



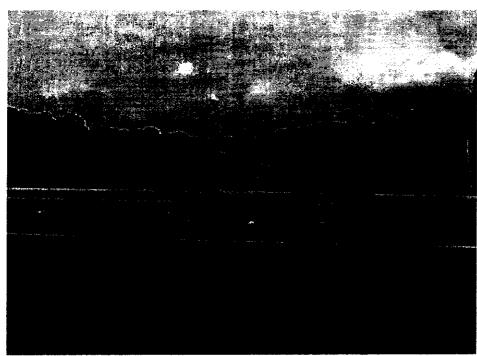


East View - Intersection at FM 521



West View - Intersection at Trammel Fresno



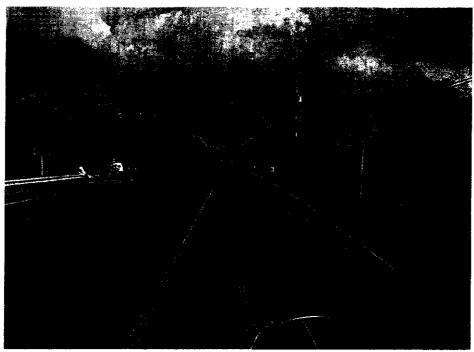


Mustang Bayou - North View



Mustang Bayou - South View



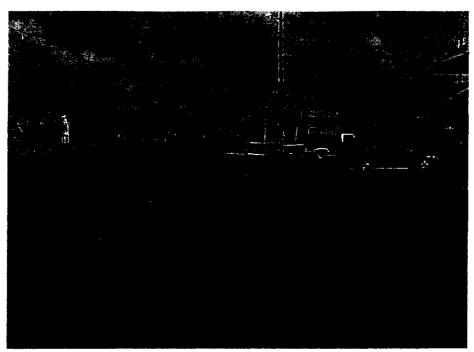


Trammel Fresno Road - West View near Mustang Bayou

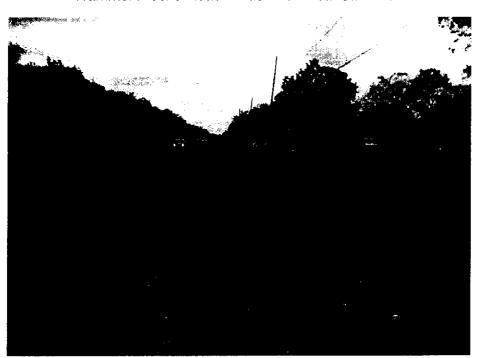


Residential Development along Trammel Fresno Road – West View



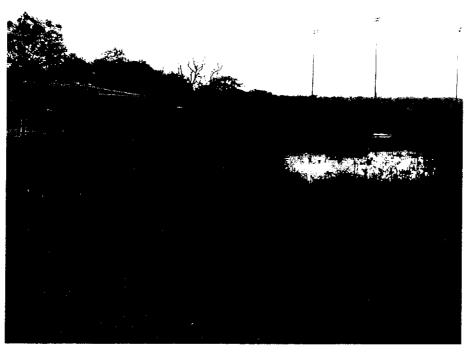


Trammel Fresno Road - East View near Jan street



Residential Development Near Crossroads Market - West View



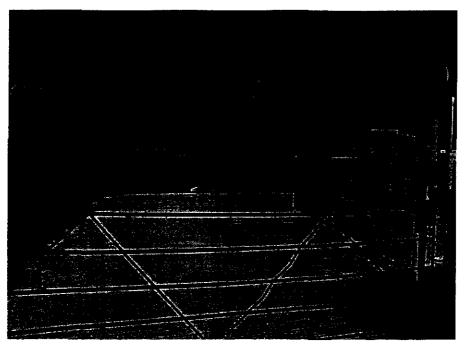


Long Point Creek North of Trammel Fresno Road



New Residential Subdivision Development in Fort Bend MUD #23 Area



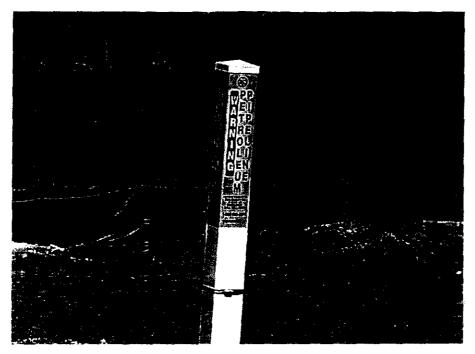


HL & P Easement - North of Trammel Fresno Road

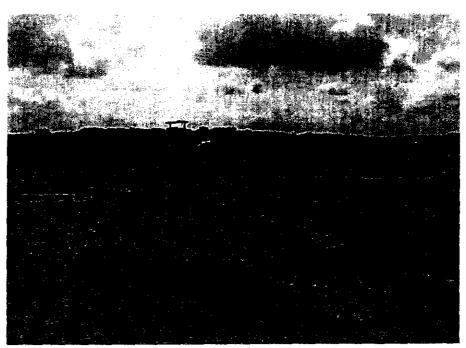


Excavation work for Utility Construction





Petroleum Pipe Line Marker - North of Trammel Fresno Road



Excavation for Proposed Fort Bend Toll Road Construction



# PRELIMINARY ENGINEERING REPORT FOR TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

Part 5
Geotechnical Investigation



Proposed Widening of Trammel- Fresno Road Between Fort Bend Toll Road to FM 521 in Fort Bend County, Texas

QCL PROJECT NO.: 03G0906



# GEOTECHNICAL ENGINEERING STUDY

Proposed Widening of Trammel-Fresno Road Between Fort Bend Toll Road to FM 521 in Fort Bend County, Texas

# Submitted to:

Burk-Kleinpeter, Inc. Houston, Texas

Prepared by:

QC Laboratories, Inc. 524 Rosamond St. Houston, Texas 77076 (713) 695-1133

**PROJECT NO.: 03G0906** 

November 24, 2003







November 24, 2003

Burk-Kleinpeter, Inc. 1200 Smith St., Suite 2400 Houston, Texas 77002

Attention:

Mr. Larry J. Allen P.E.

Reference:

Geotechnical Engineering Study

Proposed Widening of Trammel-Fresno Road Between Fort Bend Toll Road to FM 521 in

Fort Bend County, Texas QCL No.: 03G0906

Dear Mr. Allen:

We are pleased to submit our geotechnical report for the above referenced project. This study was performed at the request and authorization to proceed by you on September 5, 2003.

We appreciate the opportunity to be of service to you on this phase of the project. If we may be of additional assistance on the materials testing-quality control program during construction, please call.

Very Truly Yours,

QC LABORATORIES, INC.

Job J. Pothanikat, P.E.

Principal Engineer

11/26/03

116

Dr. B. Krishna "Chris" Goparaju, Ph.D.

Vice President

Geotechnical Engineering Services

Attachments: Geotechnical Reports

(4 Originals & 2 Copies)

Labs\\winword\geo\0906-Brg-Pav-Pier Capacity-Burk-Kleinpeter

524 Rosamond St. • Houston, Texas 77076

Tel: (713) 695-1133 • Fax: (713) 695-0808

www.qciabs.com

# GEOTECHNICAL ENGINEERING STUDY Proposed Widening of Trammel-Fresno Road Between Fort Bend Toll Road to FM 521 in Fort Bend County, Texas

#### **SUMMARY**

A geotechnical investigation was conducted by QC Laboratories, Inc. for the design and construction of the Proposed Widening of Trammel-Fresno Road located in Fort Bend County, Texas.

The site is suitable for the planned construction provided the site preparation recommendations contained in this report are implemented prior to foundation and pavement construction. The principal findings and conclusions developed from this investigation are summarized for your convenience. Please review this geotechnical report in its entirety for detailed discussion of our findings and recommendations.

- 1.0 Soil conditions at this site were evaluated by performing eight (8) soil borings. Soil borings B-2 & B-3 were drilled to a depth of 80 feet, B-1 & B-8 were drilled to a depth of 15 feet and B4, B-5, B-6 and B-7 to a depth of 10 feet below existing grade.
- 2.0 The sub-surface soil generally consisted of clay, sandy soft to stiff from 4 to 12 feet underlain by sand, silty coarse loose to dense between 12 to 53 feet followed by sand silty and clay sandy medium dense between 53 to 75 feet and a layer of clay sandy between 75 to 80 feet with 2 to 4 feet of fill materials at top in various locations.
- 3.0 Ground water was encountered in the soil borings B-2 and B-3 at a depth of 17 feet during the drilling operations. However, fluctuations in the groundwater are affected by environmental conditions like rainfall, drainage etc. and the actual groundwater should be determined during the construction of the project.
- 4.0 The laboratory test results indicate that the subsurface layers of soils encountered are sandy clays to clays. Foundation and pavement recommendations are based on the characteristics of the existing soils.
- 5.0 Based on the soil characteristics, a pile foundation can be used to support the proposed bridge over Mustang Bayou. The depth and size of piles may be estimated using allowable skin friction and end bearing values provided in this report.
- 6.0 Traffic data provided to us by Burk-Kleinpeter was utilized to design the proposed pavements at this project. The following pavement recommendations may be used for the pavements at the proposed site. For Continuously Reinforced Concrete Pavement (CRCP) a 9-inches of reinforced concrete over 8-inch of lime stabilized and properly compacted subgrade may be employed. Full depth asphalt sections may also be utilized as given below.

For Asphalt pavements a 5.5-inch hot mix asphalt underlain by 12-inch of crushed lime stone base over a lime stabilized and properly compacted subgrade of 8-inches may be employed.



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LABORATORIES, INC.

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#### 1.0 INTRODUCTION

#### 1.1 Objectives

The project entails a Proposed Widening of Trammel-Fresno Road Between Fort Bend Toll Road to FM 521 in Fort Bend County, Texas. A map of the project site with approximate boring locations is shown on Plate No. 1. The objectives of this geotechnical engineering study are to:

- (a) Evaluate general soil and groundwater conditions at the site of the proposed project.
- (b) Perform Soil Mechanics laboratory tests on representative soil samples obtained from the subsurface.
- (c) Develop recommendations to guide, design and construct the foundations of the proposed project.

#### 1.2 Scope of Work

The project consists of widening the existing road from two (2) lanes to four (4) lanes with addition of a bridge over Mustang bayou and connected utility lines and outfall structures. To evaluate the subsurface conditions, eight (8) soil borings were drilled at the site. Penetrometer strength tests, water level readings and visual soil classifications were made during field operations. Geotechnical laboratory tests were performed on selected soil samples to determine the pertinent physical properties and strength of the soil to develop the foundation recommendations.

#### 2.0 INVESTIGATION TECHNIQUES

#### 2.1 Field Exploration

The subsurface conditions at this site were explored by drilling and sampling of eight-(8) soil borings on September 24, 2003. Soil borings B-2 & B-3 were drilled to a depth of 80 feet, B-1 & B-8 were drilled to a depth of 15 feet and B4, B-5, B-6 & B-7 to a depth of 10 feet below existing grade at the approximate locations as shown on Plate No. 1. Boring B-8 was drilled between Fort Bend Toll Road and Hillcroft Avenue at the request of Burk-Kleinpeter, at the approximate location shown in Plate No. 1.

Samples were taken continuously to 16-feet depth and at 5 feet intervals thereafter. Borings B-2 and B-3 were performed according to the THD method with Texas Cone Penetrometer Test every 5 feet intervals. Undisturbed cohesive samples were obtained with a 3-inch thin-walled tube sampler in general accordance with ASTM Method D 1587. Non-cohesive sand samples were obtained using split spoon sampler in general accordance with ASTM Method D 1586. Each sample was removed from the sampler in the field, examined and classified by an experienced technician. The shear strength of each cohesive sample was stimated using a hand penetrometer.



# 2.2 <u>Laboratory Tests</u>

In the laboratory each sample was inspected and classified by a qualified engineer. Laboratory tests were performed on selected soil samples to evaluate the physical properties and shear strength characteristics of the foundation soils.

The geotechnical engineering properties of the strata were evaluated by the following tests:

TYF	NUMBER OF TESTS	
Visual-Classification	(ASTM D2488)	76
Hand Penetrometer Test / SPT		76
Water Content	(ASTM D2216)	76
Dry Density	(ASTM D2937)	13
Atterberg Limits	(ASTM D4318 - Method B)	13
CBR	(ASTM D1883)	1
Texas Triaxial Compression Te	st (Tex-118 E)	4
Unconfined Compression	(ASTM D2166)	4

Detailed soil descriptions and results of the tests are given on the boring logs presented on Plate Nos. 2 thru 9.

#### 3.0 GENERAL SITE AND SUBSURFACE CONDITIONS

The site is relatively level and was along existing Trammel Fresno Road covered with grass and topsoils. The surface soils were dry at the time of our investigation. Based on the subsurface conditions revealed by the test borings, the subsurface conditions can be generalized as follows:

# DEPTH, FEET DESCRIPTION OF STRATUM (Borings B-2 & B-3

- 0'-4' Fill: Dark gray, gray and tan clay, sandy to silty with 3 inches of asphalt at top.
- 4'-12' Clay, sandy, light gray, brown and tan with iron stain soft (CL) with a sand layer between 4 and 6 feet in boring B-3.
- 12'-52' Sand, silty light gray & tan coarse loose to dense(SM) with a clay layer between 40 to 45 feet in boring B-3.
- 52'-80' Clay, sandy, light gray, brown and tan very stiff (CL) silty sand between 52 and 65 feet, 70 to 75 feet and a clay layer between 75 to 80 feet in boring B-3.



### DEPTH, FEET DESCRIPTION OF STRATUM (Borings B-1 & B-4 thru B-8

- 0'-4' Fill: Dark gray, gray and tan clay, sandy to silty with base materials between 0 & 2 feet. (Fill Varies)
  - 4'-10' Clay, dark gray, gray and tan stiff (CH) with Clay sandy in boring B-4.
  - 10'-15' Clay, dark gray, gray and tan stiff (CH) with a sand layer in boring B-1.

A key to the terms and the symbols used on the boring logs are given on Plate No. 9.

#### 4.0 WATER-LEVEL MEASUREMENTS

Groundwater was encountered in the soil borings at depths of 17 feet in borings B-2 and B-3 during the drilling operation. However, fluctuations in the groundwater levels do occur due to variation in rainfall and surface water run-off. Provisions should be made to handle water entering into excavations during construction. We anticipate that conventional sump-and-pump or well point dewatering techniques will be suitable for groundwater seepage if encountered during the construction.

#### 5.0 CONCLUSIONS AND RECOMMENDATIONS

The conclusions and recommendations contained in this report are based on the information provided to us by Mr. Larry J. Allen P.E. with Burk-Kleinpeter, Inc., conditions encountered in the borings made at this site, our field and laboratory test results of the soil samples, our past experience with geotechnical conditions similar to those at this site, and our engineering design analyses. In the event that any changes in the nature, design or location of the structure are made from those described, the conclusions and recommendations contained in this report shall not be considered valid until the changes are reviewed and the conclusions are verified in writing.

#### 5.1 <u>Driven Pile Foundation:</u>

Based on the information provided by the client we understand that Driven Pile Foundation would be utilized for this project. The capacity of driven piles may be computed by adding the allowable skin friction and end bearing components of soil resistance.

The parameters required to calculate Pile Capacity are given in the Table below:



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**Table 2: Foundation Design Parameters** 

Layer No.	Depth (ft)	Allowable Cumulative Unit Skin Friction Tons/ ft	Allowable Unit End Bearing Tons/sq ft
1	0′- 5′		
2	5′- 10′		
3	10′- 15′		
4	15′- 20′		
5	20′- 25′	1.7	1.41
6	25′-30′	4.5	2.45
7	30′-35′	6.7	1.9
8	35′- 40′	11.3	3.93
9	40′- 45′	12.9	0.82
10	45′- 50′	13.9	0.92
11	50′- 55′	17.4	3.01
12	55′-60′	24.4	4.66
13	60′-65′	28.1	3.19
14	65′-70′	35.1	6.02
15	70′-75′	41.0	5.03
16	75′-80′	45.7	2.41

The pile carrying capacity given in table above was calculated using the Texas Cone Penetration (TCP) values obtained at borings B-2 and B-3. The skin friction values were limited to 1.4 tsf as per the TXDOT guidelines. The top 20 feet is discarded in the skin friction contribution because the bottom of the bayou was considered approximately 20 feet below the existing embankment.

Texas Highway Department (THD) recommends for evaluating susceptibility to scour in stream channels. We recommend that the actual value of scour depth should be estimated and neglect the contribution of soil within the scour zone for pile capacity determination.

# 5.2 Settlement Analysis:

A detailed settlement analysis was not performed for this report. We will be happy to provide the ettlement analysis if required on furnishing us with the design loading and the configuration of the proposed foundation.



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#### 6.0 OPEN-CUT TRENCHES FOR UNDERGROUND UTILITIES

### 6.1 Subsurface Conditions and OSHA Soil Type:

The subsurface soil conditions as determined from the drilling and testing of the geotechnical borings show that the soil is comprised of sandy clays to clays to a depth of 10 feet. Based on the engineering properties, soils at this site can be classified in accordance with OSHA Regulations 1926 Subpart P as Type "C".

#### 6.2 Excavation Stability Considerations

It is our understanding that the excavations for all utility lines will be performed by open cut excavation method. All open cut excavations over 5-feet depth should be performed as per the latest OSHA rules and regulations. As previously discussed, the laboratory tests indicate that the classification of materials encountered at this site can be classified as Soil Type C. In order to ensure a stable slope during excavation, a minimum slope of 1.5 horizontal to 1 vertical shall be maintained for a maximum depth of 10-feet.

Flatter gradient and shoring should be maintained if site conditions call for or have traffic or other machinery load during construction. If any sloughing, subsidence or tension cracks are observed in the soil during construction, the contractor should immediately notify QC Laboratories to evaluate the site conditions.

Lateral Earth Pressure diagrams for permanent walls and trench support walls are provided on Plate No.15 and 16. Stability of excavation bottom for braced support may be performed as provided in Plate 17. The soil parameters required for trench stability evaluation are provided in Table-1 below.

#### 6.3 Soil Design Parameters:

The following soil parameters in table (1) may be used for the open-cut excavation for the utility lines.

Soil stratum description Dry Unit Cohesion Angle of Internal OSHA Soil Depth Weight γ<sub>dry</sub> (psf) Friction (\$\phi\$) in Classification (Ft) **Degrees** (pcf) Sandy Clay (borings B-1 0-10 0 107 1200 Type C and B-4) Clay (borings B-5 thru B-8) 0 - 1095 1400 0 Type C

Table (1): Soil Design Parameters

### 7.0 SEWER DESIGN AND BEDDING REQUIREMENTS

Sewers should be designed as per the "Fort Bend County" design requirements for materials and standards. The total load on sewer lines will consist of the weight of the compacted backfill above the pipe which is estimated to be 125 pounds per cubic foot (pcf) for sandy clay backfill, the weight of avement and other live loads where applicable.



The trench bottom should be constructed to provide uniform thickness of bedding material for the support of each section of pipe. Over excavate wet, soft or spongy soil to firm strata in the trench bottom. Pipe bedding within 1 foot or under any paving section should be bedded and backfilled with cement stabilized sand within one (1) foot of subgrade. The cement stabilized sand should meet or exceed 100 psi compressive strength and contain not less than 1 ½ sack of cement per ton of sand and compacted as discussed in "Backfill for Utility Lines" section of this report. Pipe bedding below 15 feet in the silty or clayey sands may be formed using granular materials like pea gravel or crushed aggregate meeting grade 3 or 4, of TXDOT item 247 to a minimum depth of 6-inch below the bottom of the pipe.

#### 8.0 BACKFILL FOR UTILITY LINES

In general, site preparation should consist of removing any existing local weak areas, which should be excavated, processed, and recompacted in loose lifts of approximately eight-inch thick. In pavement areas, the backfill should be compacted to a minimum of 95% standard proctor density (ASTM D698-91) at moisture content within -1 to +3% of optimum. In other areas the backfill should be compacted to a minimum of 90% of proctor density.

#### 9.0 WET WEATHER CONDITION

Considering the variability of soil conditions between the boring locations, our experience indicates that soil conditions at this site may vary between the borings from sandy silty clays to clayey sands and silty sands with low-plasticity to non-plastic.

During wet weather conditions these soils have a tendency to get saturated and trap water in their pore spaces due to increase in moisture content above their plastic limit. This results in difficult ground conditions for construction traffic and pumping action during compaction thus affecting the overall construction schedule and associated costs.

Such type of ground conditions may require special approaches to mitigate the soil conditions and aid rapid construction. They include using drying agents such as fly ash and or using appropriate chemical stabilization methods.

Removal of unstable soils (1 to 2-feet) and chemically stabilizing to a depth of 8-inches with hydrated lime, lime-fly ash mixture or Portland cement may be required.

The approach suitable for the site depends on the specific ground conditions and other environmental factors associated.

The estimated over excavation or chemical stabilization depend upon the workability of the surface soils under a wet weather condition.

In order to expedite construction other remedial measures like placement of a layer of coarse aggregate could be recommended after assessing the field conditions.

If such conditions are encountered, QC Laboratories, Inc. should be contacted to evaluate the actual site inditions and provide necessary recommendations.



#### 10.0 PAVEMENT RECOMMENDATIONS

Both Flexible Pavement and Rigid Pavement options are provided in this section.

### 10.1 Traffic Studies Data:

Traffic data provided to us by Burk-Kleinpeter was utilized to design the proposed pavements at this project. The assumptions utilized in our pavement thickness analysis are summarized on Plate No. 10. The following pavement thicknesses are based on AASHTO design guidelines.

#### 10.2 Pavement Design:

Recommendations for material properties for the paving layers are provided on Plate No. 11. It is estimated that the service life for a properly constructed and maintained pavement will be in order of 20 years. Proper civil design features such as joint design; quantity shoulder support should be incorporated into the plans and specifications. Joints for concrete pavements may be designed using the Texas Department of Transportation Item 360.7 (Latest Revision). Periodic maintenance will be required.

#### Proposed Pavement Sections

Flexible Base	Rigid Pavement
5.5" Hot Mix Asphaltic Concrete	9.0" Reinforced Concrete
12.0" Cement Stabilized Crushed Limestone *	8.0" Compacted Lime Stabilized Subgrade
8.0" Compacted Lime Stabilized	
Subgrade	

<sup>\*</sup>Plant mix, hot laid asphaltic base (black base) can be substituted on a ratio of one (1) inch of black base equal to 1.5 inches of crushed limestone

#### 10.3 Stabilization Requirements:

The near surface soils have a shrink/swell potential and a minimum of 6% lime stabilization by weight of subgrade soils will be required to render the subgrade soils inactive.

# 10.4 Structural Fill And Subgrade Preparation:

In general, site preparation should consist of removing any existing foundations, paved areas, grass, tree roots, and stripping organic topsoils. The exposed subgrade should be proof-rolled to detect local weak areas that should be excavated, processed, and recompacted in loose lifts of approximately eight-inch thick.

Trees located within or for a distance of 10-feet outside the Building pad limits, should be removed. Tree stumps including the root bulb with roots of size half inch diameter and larger should be grubbed and removed. Grubb holes in floor slab and pavement areas should be backfilled using select fill soils in layers of approximately eight-inches in thickness and compacted to a minimum of 95% standard proctor—ensity (ASTM D698-91) at moisture content within -1 to +3% of optimum.



Additional select, structural fill should consist of sandy clay with liquid limit less than 40 and plasticity index (PI) between 7 and 20. This fill should be placed in loose lifts of approximately eight-inches in thickness and compacted to a minimum of 95% standard proctor density (ASTM D698-91) at moisture content within -1 to +3% of optimum.

#### 10.5 Site Drainage:

It is recommended that site drainage be well developed. Surface water should be directed away from the pavement and other constructions by using storm water drains or ditches. Storm water drains and ditches should be designed as per the "Fort Bend County Specifications". No ponding of surface water should be allowed near the pavements during construction.

#### 11.0 BASIS FOR RECOMMENDATIONS

The recommendations provided are based in part on project information provided to us and they only apply to the specific project and site discussed in this report. If the project information in this report contains incorrect information or if additional information is available, you should convey the correct and or additional information to us and retain us to review our recommendations. We can then modify our recommendation if they are inappropriate for the proposed project.

Regardless of the thoroughness of a geotechnical exploration, there is always a possibility that conditions retween borings will be different from those at specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process may itself alter soil conditions. Therefore, experienced geotechnical personnel should observe and document the construction procedures used and the conditions encountered. Unanticipated conditions and inadequate procedures should be reported to the design team along with the timely recommendations to solve the problems created. We recommend that the owner retain QC Laboratories, Inc. to review the final design documents and plans to verify that the recommendation contained in this report have been interpreted as intended based upon our familiarity with the project and the subsurface conditions.

We will be happy to discuss our recommendations with you and would welcome the opportunity to provide any additional studies or services necessary to complete this project. We look forward to serving as your geotechnical engineer and construction materials consultant on the remainder of this project and future projects.

#### 12.0 INSPECTION DURING CONSTRUCTION

The recommendations are based on the subsoils data in the field exploration and laboratory testing. Due to the geological deposition of the Pleistocene soils in the Gulf Coastal area, variances may occur between boring locations. Therefore, the footing excavations should be inspected under the supervision of a geotechnical engineer to confirm that the bearing soils are similar to those encountered in our field exploration and that the footing areas have been properly prepared. The geotechnical engineer should be immediately notified should any subsoil conditions be uncovered that will alter the conclusions and recommendations contained in this report. Further investigation and supplemental recommendations may be required if such a condition is encountered. Prior to placement of concrete, the footings should be spected to monitor that:



Prior to placement of backfill, the excavations should be inspected to monitor that:

- (1) The utility lines are in the proper bearing strata at the depths recommended in the drawings.
- (2) The pipe beddings are prepared and compacted as per the specifications and drawings.
- (3) Excessive cutting, build up of cuttings, and any other soft compressible materials have been removed from the bottom of the excavations.

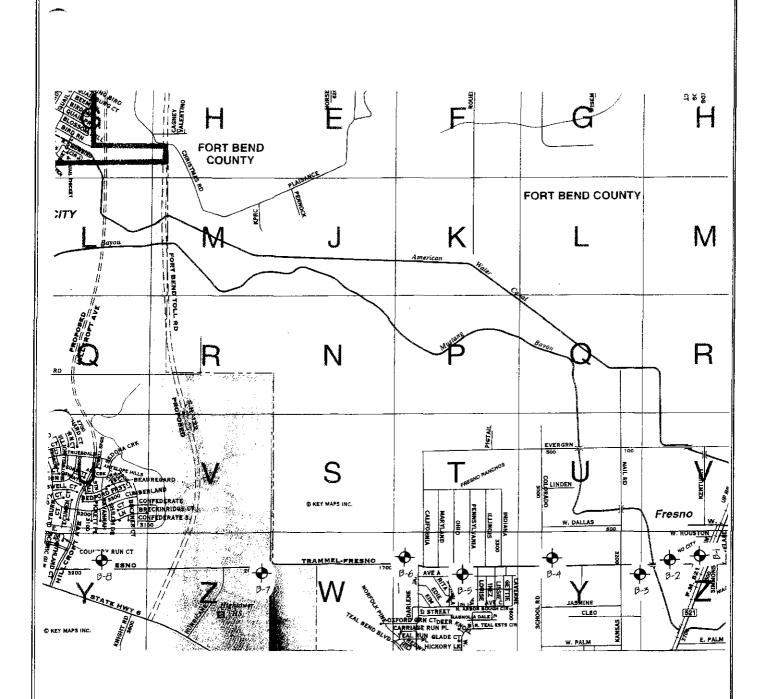
Samples of the subgrade soil and structural fill material should be obtained prior to the compaction operations for laboratory moisture/density testing (Proctor tests). The tests will then provide a basis for evaluating the in-place density requirements during compaction operations. A qualified soil technician should perform sufficient in-place density tests during the filling operations to verify that proper levels of compaction are being attained.

# 8. ATTACHMENTS

The following illustrations are attached and complete this report:

	<u>Plate</u>
Plan of Borings	1
Log of Borings B-1 thru B-8	2 - 9
Key to Soil Classification Terms and Symbols	10
Assumptions for Pavement Analysis	11
Pavement Material Recommendations	12
CBR Test Results	13
Lateral Earth Pressure diagram for Permanent Wall	14
Trench Support Earth Pressure Diagram	15
Stability for Braced Cut	16





# PLAN OF BORINGS

PROPOSED WIDENING OF TRAMMEL -FRESNO RD. BET. FORT BEND TOLL RD. & FM 521

TRAMMEL-FRESNO RD. FORTBEND COUNTY, TEXAS

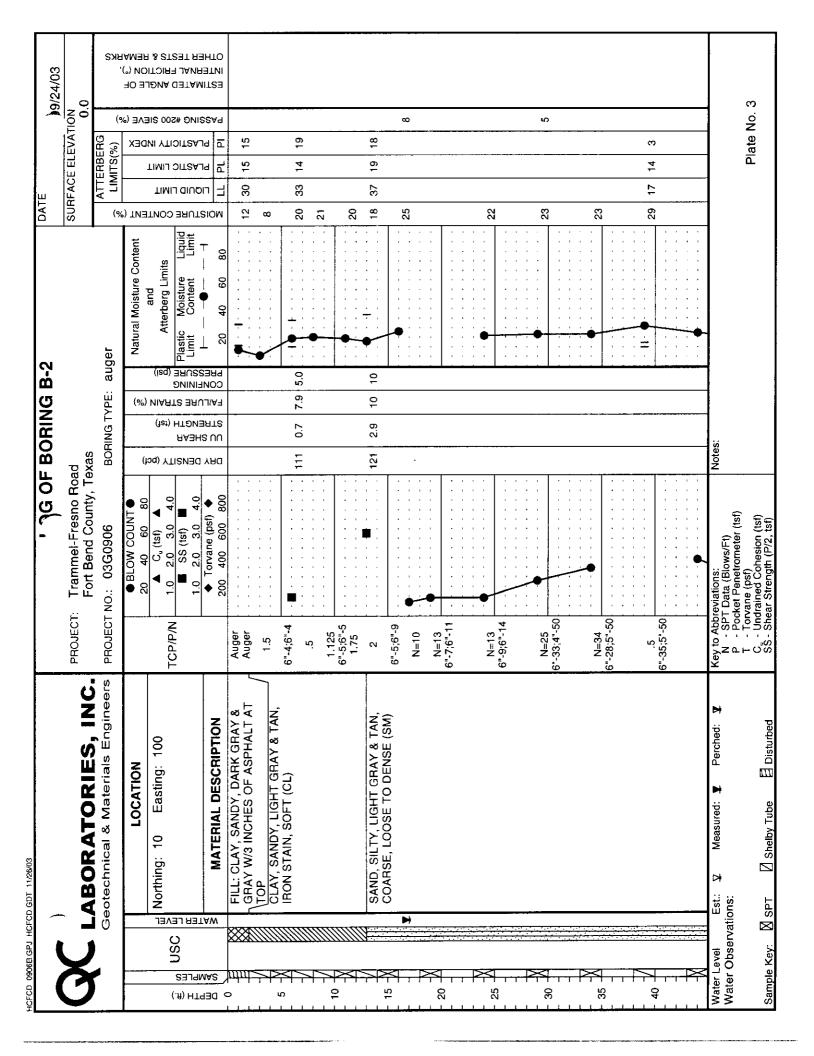
QCL No.:03G0906

DATE: 9-24-2003



**QC** LABORATORIES, INC.

			' 3G OF BORING B-1	E BO	Z N N	'n					<b>6</b>	<b>b</b> 9/24/03
	ABORATORIES INC.	PROJECT:	Trammel-Fresno Road Fort Bend County Texas	oad Fexas				SURF	SURFACE ELEVATION 0.0	LEVĀT	NO O	
I () ■	gineer	PROJECT	2	BORIN	BORING TYPE:	Auger	<b>L</b> u.		ATTERBERG LIMITS(%)	ERG (%)	(9	
	LOCATION		● BLOW COUNT ● 20 40 60 80	()	(%)	_	Natural Moisture Content	P) TN3		DEX	%) <b>3</b> \3	
NPLES C C TER LEVEL	Northing: 10 Easting: 100	TCP/P/N	C <sub>0</sub> (tsf) ▲ 2.0 3.0 4 2.0 3.0 4 2.0 3.0 4	DENSITY (pcf	ENGTH (tsf) NIARTS BRIN (	FINING SSURE (psi) ET_	and Atterberg Limits Plastic Moisture Liquid Limit Content Limit	TURE CONT	QUID CIMIT	MI YTIOITSA	ING #500 SIE	JANA DETAN STORF JANE
	MATERIAL DESCRIPTION	_	◆ Torvane (psf) ◆		BATS		20 40 60 80		+	la <u>a</u>	SSA9	
	FILL: SAND, SILTY, GRAY & TAN WITH BASE MATERIALS	Auger						15				
	CLAY, LIGHT GRAY & TAN, STIFF (CH)	1.75		107		1	· · · · · · · · · · · · · · · · · · ·	83	51 17	84		
		1.5						<u>&amp;</u>				
		± ₹.		1				8				
	- WITH SAND POCKETS BETWEEN 8'											
	TO 10.	8		1				6				
	SAND, SILTY, LIGHT GRAY & TAN, LOOSE TO MEDIUM DENSE (SM)	N=10				<u>'</u>		 			32	
		-										
	- WET @ 15'	ZI = Z						<u>xo</u>				
	BOTTOM @ 15 FEET	N=13	•		-			8			<u>რ</u>	
Water Level	Est ∵ V Measured: ▼ Perched: ▼	Kev to Abb	reviations:	Notes								
Water Observations:	* : : : : : : : : : : : : : : : : : : :	~~⊢0	N - SPT Data (Blows/Ft) P - Pocket Penetrometer (tsf) T - Torvane (psf) C - Undrained Cohesion (tsf)	• •					ш.	Plate No.	۸ö. 2	



# **SOIL CLASSIFICATION CHART**

MAJOR DIVISIONS			SYMBOLS		TYPICAL
IVI	AJUR DIVISI	ONS	GRAPH	LETTER	DESCRIPTIONS
	GRAVEL AND	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	GRAVELLY SOILS	(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
COARSE GRAINED SOILS	MORE THAN 50% OF COARSE	GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
	FRACTION RETAINED ON NO. 4 SIEVE	(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS	SAND AND	CLEAN SANDS		sw	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
LARGER THAN NO. 200 SIEVE SIZE	SANDY SOILS	(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES
		(APPRECIABLE AMOUNT OF FINES)		sc	CLAYEY SANDS, SAND - CLAY MIXTURES
				ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
SOILS				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE		LIQUID LIMIT GREATER THAN 50		МН	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
SIZE	SILTS AND CLAYS			СН	INORGANIC CLAYS OF HIGH PLASTICITY
~				ОН	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIC	GHLY ORGANIC S	OILS	77 77 77 77 77 7 77 77 77 77 7	PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

# AASHTO PAVEMENT DESIGN ASSUMPTIONS FOR ANALYSIS

# Rigid Structural Design:

**JRCP** Pavement Type Performance Period 20 years Two-Way Traffic (ADT) 7050 Number of Lanes in Design Direction 2 Percent of All Trucks in Design Lane 90 50 Percent of Trucks in Design Direction 11,979,700 18-kip ESALs Over Initial Performance Period 28-Day Mean PCC Modulus of Rupture 500 psi 28-Day Mean Elastic Modulus of Slab 3,300,000 psi Mean Effective k-value 200 psi/in 1.0 Overall Drainage Coefficient, Cd 9.33 inch Calculated Design Thickness

Plate No. 11



#### PAVEMENT MATERIAL RECOMMENDATIONS

- Limestone Base Base material shall be composed of crushed limestone meeting the requirements of grade 1 in the Texas Department of transportation (TXDOT) 1999 Standard Specifications Item 247. The limestone shall be compacted to a minimum of 95 percent of the maximum density as determined by the Modified moisture/density relation (ASTM D1557).
- 2.0 <u>Hot Mix Asphaltic Concrete Surface Course (Class "A")</u> The asphaltic surface course should be plant mixed, hot laid Type "D": (Fine Graded Surface Course) and meet the requirements specified in TXDOT Item 340.
- 3.0 <u>Asphalt Stabilized Base Plant Mix</u> The asphaltic base should be plant mixed, hot laid and meet the requirements specified in the TXDOT 1999 Standard Specifications Item 340 (TYPE "A" Coarse Graded Base Course). It should also meet the following requirements as determined by the TXDOT Test Methods:

Hveem Stability	35 min.
Voids Filled	70-80
Total Voids	5-9

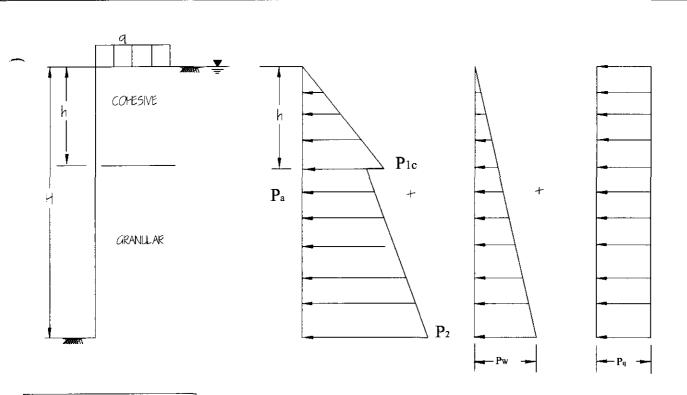
4.0 <u>Concrete</u> - The materials and properties of concrete shall meet the applicable requirements in the ACI Manual of Concrete Practice. The concrete shall have a minimum modulus of rupture of 500 psi at 7 days. It is our experience that concrete with a compressive strength of 3,000 psi will meet these criteria. The mixture shall contain 3 to 5 percent entrained air.



# CBR (CALIFORNIA BEARING RATIO) OF LABORATORY-COMPACTED SOILS **ASTM D1883**

	QCL 100 No.: 03G0900
Project: Pavement and Drainage Improvements	
Client: Burk-Kleinpeter, Inc.	
Sample Location: Composite sample (0'- 10' from Borings B-3 thru B-6)	
Sample Description: Dark gray, gray and tan silty SANDY CLAY (CL).	
Liquid Limit: _33 Plastic Limit: _16 Plasticity Index	:: <u>17</u>
Method of Compaction: [ ] ASTM D698	
[x] ASTM D1557	
Blows per layer: 56	
Sample Condition: [x] soaked [] unsoaked	
Dry Density before soaking 109.5 pcf	
Moisture Content:	
Before compaction 14.0 %	
After compaction <u>15.5 %</u>	
Average after soaking 16.9 %	
Bearing Ratio: 3.6 [x] soaked [] unsoaked	





# TYPICAL SOIL PARAMETERS

See Report for tupical values of soil parameters.

# Where:

Pa = Lateral pressure, psf

 $P_c P_{ic} P_{is} = Active earth pressure, psf; i = 1, 2.$ 

P. = Horizontal pressure due to surcharge, psf

Pw = Hydrostatic pressure due to groundwater, psf

H = Height of wall, feet

 $\gamma_c' = \text{Effective unit weight of cohesive soil, pcf}$ 

 $y_s = \text{Effective unit weight of granular soil}, pcf$ 

• Internal friction angle of granular soil, degree

 $K_{\infty} = Coefficient of eath earth pressure at-rest in cohesive soil.$ 

 $K_{\infty}$  = Coefficent of active earth pressure at-rest in granular soil.

 $y_w = Unit \text{ weight of water, pcf} = 62.4 \text{ pcf}$ 

q = Surcharge load at surface, psf

# PERMANENT WALL

Pla - Yc Koc. h

Pis - Yc' Kos . h

P2 = {Y c' x h + Y5' (H-h) } Kos

Pw- YwH

Pa- 0.5 a

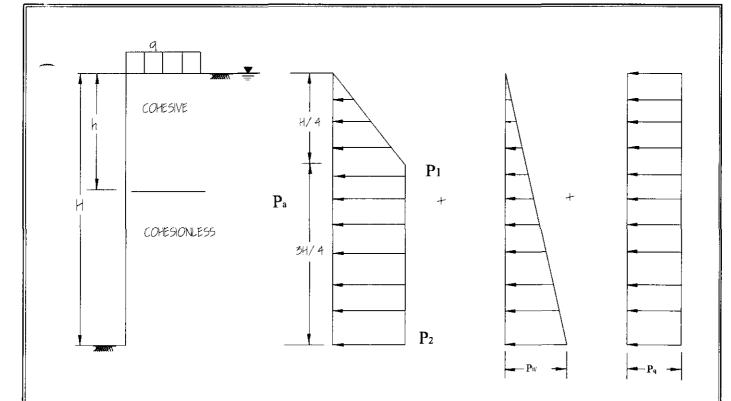
Koc - 1.0

Kos - 1 - sind

# FOR PERMANENT WALL

SUBMERGED COHESIVE SOIL OVER GRANULAR SOILS

QC LABORATORIES, INC. =



TYPICAL SOIL PARAMETERS

See Report for typical values of soil parameters.

Yang - Y . 'h + ys '(H-h)/H

BRACED WALL

PI- Yavg O.3. H

Pw - YwH

Pa = 0.5 a

Where:

Pa = Lateral pressure, psf

P = Active earth pressure, psf

 $P_a = Horizontal pressure due to surcharge, psf$ 

Pw = Hydrostatic pressure due to groundwater, psf

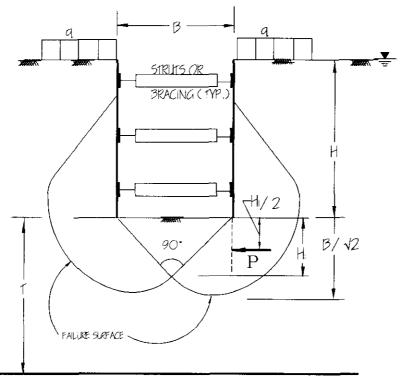
H = Height of wall, feet

 $\gamma_{ava}$  = Average unit weight of soils, pcf

TRENCH SUPPORT EARTH PRESSURE

SUBMERGED COHESIVE SOIL OVER COHESIONLESS SOIL

QC LABORATORIES, INC. —



Note: Excavation in clay, depth of clay unlimited (T > 0.75 B)

If sheeting terminate at base of excavaion:

Safety Factor,  $F_s = N_cC/(\gamma H+q)$ 

No= Bearing capacity factor, which depends on the excavation:

B, L and H (use No from the graph below).

C =Undrainded shear strength of clay in failure zone beneath and surrounding base of excavation.

 $\gamma$  = Linit weight of soil (see report)

q = Surface surcharge (assumed <math>q = 500 psf)

L = Length of excavation

If safety factor is less than 1.5, sheeting must be carried below base of excavation to insure stability.

$$H = Buried length = \frac{1.5(\gamma H + a) - NcC}{(C/B) - 0.5\gamma}$$

 $|fH| > (2/3)(B/\sqrt{2}); P = 0.7(\gamma HB - 1.4 CH - \pi CB)$ 

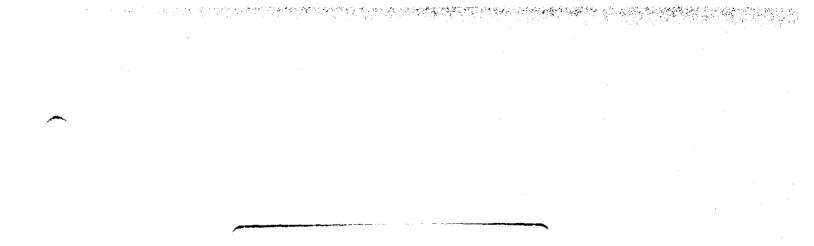
If H. 
$$<(2/3)(B/\sqrt{2}); P = 1.5H (\gamma H - 1.4 CH - \pi C)$$

# STABILITY OF BOTTOM FOR BRACED CUT

**QC** LABORATORIES, INC.

# PRELIMINARY ENGINEERING REPORT FOR TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

Part 6
Wetlands Study and Evaluation





Environmental Resource Consultants

HOUSTON - DALLAS - AUSTIN



Intersection of Highway 521 and Trammel-Fresno Road Extending Three Miles West Along Trammel -Fresno Road to the Proposed Toll Road Fresno, Texas



## WETLANDS STUDY AND EVALUATION

Trammel-Fresno Road Fresno, Texas

Prepared for:

Q.C. LABORATORIES, Inc.

524 Rosamond Street Houston, Texas 77076

**Project # 0309274** 

Prepared by:

**Environmental Resource Consultants (ERC)** 

9800 N.W. Freeway, Suite 610 Houston, Texas 77092

(713) 290-9444

**Dudgeon Walker Senior Project Manager** 

Kommy M. Azarpour, PE Principal

Signature

Signature

October 28, 2003

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## 1.0 Executive Summary

Environmental Resource Consultants (ERC), was retained by Dr. B. Krishna Goparaju, Ph.D. of Q.C. LABORATORIES, Inc. to conduct a wetland determination study for the proposed widening of the Trammel-Fresno Road beginning at the intersection of Farm and Market Road 521 and Trammel-Fresno Road extending approximately three miles west toward Hillcroft Avenue near the community of Fresno in Fort Bend County, Texas. The study was conducted in accordance with the Clean Water Act, Section 404 and the U.S. ARMY CORPS OF ENGINEERS PROCEDURES AND CRITERIA FOR THE ISSUANCED OF PERMITS. The study area includes a three-mile stretch of land on the north and south sides of the Trammel-Fresno Road beginning at the intersection of F.M. 521 and Trammel-Fresno Road to the proposed toll road crossing.

The Wetland Study of the subject property was conducted by Mr. Dudgeon Walker, Senior Project Manager, and reviewed by Mr. Kommy M. Azarpour, Principal, at the request of Dr. B. Krishna Goparaju, Ph. D. Mr. Dudgeon Walker conducted data acquisition between September 29, 2003 and October 13, 2003. Mr. Walker was unaccompanied during the site visit. Site map is located in Appendix B.

## 1.1 Scope

The purpose of the Wetland Study was to determine the status of the subject property with respect to wetland characteristics and determination. Information concerning the subject property was acquired through a site visit, regulatory agency records, and historical research.

## 1.2 Findings

According to the National Wetlands Inventory Quadrangle maps Missouri City and Almeda, developed by the United States Department of The Interior, the study area was separated into three areas of concern. Area #1 is the area where Long Point Creek intersects Trammel-Fresno Road. During the site visit, this area was noticed to have been severely altered from its natural state by concrete drainage tunnels and concrete slabs to help in drainage of Long Point Creek. According to the National Wetlands Inventory Map developed by the United States Department of the Interior the area is not designated a wetland type environment. According to the Soil Survey for Fort Bend County developed by the United States Department of Agriculture, the soils are listed as Edna Fine Sandy Loam and not listed as hydric soils. Area #2 is located approximately 2,500 feet to the east of Area #1 and is where the East Branch of Long Point Creek intersects Trammel-Fresno Road. This area has also been altered in the past by a man-made earthen ditch on the north and south sides of Trammel-Fresno Road. The soils are located within in the Edna Fine Sandy Loam and are not designated as hydric soils. This area was dry with no indication of wetland type vegetation. The final area of concern is designated Area #3. This area is the intersection of Trammel-Fresno Road and Mustang Bayou. This area of Mustang Bayou is navigable and according to the hydric soils list of Texas is listed as a hydric type soil. The area is located in the Waller Soil's regime.

However, the entire area of the intersection of Trammel-Fresno Road and Mustang Bayou has been developed with a concrete and metal overpass bridge. In addition, no wetland type hydrophtic vegetation was observed near this area. Due to the existing bridge and altered state of this area, the area does not meet the principle criteria for a wetland. The study area covers approximately three miles along Trammel-Fresno Road starting from the intersection of Trammel-Fresno Road and FM 521 and runs west approximately three miles to the proposed Toll Road right-of-way. The main study area comprises a 30 to 40 feet north and south of the Trammel-Fresno Road along this same three-mile stretch. During the site investigation, it was noticed that the study area north and south of Trammel-Fresno Road had been severely altered for drainage. Earthen drainage ditches were observed the entire length of the study area.

## 1.3 Recommendations

Based on the site visit and research conducted at the local and state level regarding the subject property including historical sources, it appears that Area 1, 2, and 3 as well as 30 to 40 feet north and south of Trammel-Fresno Road did not meet any of the three diagnostic environmental characteristics for wetland environments; (1) the land supports predominantly hydrophytic vegetation; (2) the substrate is predominantly hydric soil; and (3) the substrate is saturated with water to less than 0.5 feet for one week or more during the growing season or exhibits a water table of less than 1.5 feet beneath the surface.

## 2.0 Objectives and Limitations of Study

## Objectives of Assessment

The wetland study of the property is based on readily available data, and the evidence encountered during a walking inspection of the site. The following work segments comprised the scope-of-work of the project:

- 1. A review of the available historical records relating to the subject property and its use including aerial photographs.
- 2. A review of the National Wetlands Inventory Map prepared by the United States Department of The Interior.
- 3. A site visit and visual inspection of the subject property.
- 4. A review of the local environmental setting including topography, flood plain status, geology, faults, local soils, and regional groundwater conditions.

## Limitations of Study

This report is an instrument of service of ERC and includes limited research, a review of specified and reasonably ascertainable listings and a site reconnaissance to identify wetland type areas as described by the US ARMY CORPS of ENGINEERS. ERC's wetland survey was performed in accordance with generally accepted practices of the industry undertaken in similar studies at the same time and in the same geographical area, and ERC observed the degree of care and skill generally exercised by the industry under similar circumstances and conditions.

This study and report has been prepared on behalf of and for the exclusive use of Q.C. LABORATORIES and is intended solely for its use and reliance in the wetland study of this site. Q.C. LABORATORIES is the only party to which ERC has explained the risks involved and which has been incorporated in the shaping of the scope of services needed to satisfactorily manage those risks, if any, from Q.C. LABORATORIES point of view. Accordingly, reliance on this report by any other party may involve assumptions whose extent and nature lead to a distorted meaning and impact of the findings and opinions related herein. ERC's findings and opinions related in this report may not be relied upon by any party except Q.C. LABORATORIES with the consent of Q.C. LABORATORIES and ERC. ERC may be available to contract with other parties to develop findings and opinions related specifically to such other parties' unique risk management concerns related to the site.

The wetlands study of the subject property was performed in accordance with generally accepted standards of professional care. Because of its limited scope and budget, however, it is only useful as a general diagnostic tool to determine the likelihood of the presence of wetlands at the subject property. The Wetland Study consists only of the professional opinion of the individual conducting the assessment, and does not involve sampling, testing or analysis of either the soil or groundwater at the subject property.

## 3.0 Environmental Settings

## 3.1 Topography/Surface Water Conditions

The subject property is approximately 70 feet above mean sea level, and the topography of the subject area is mostly level with a very slightly sloping to the south. This information is found on the Almeda and Missouri City, Texas 7.5-minute series USGS Quadrangle topographic maps as represented by the National Wetland Inventory Maps in Appendix C.

The local drainage of the subject property is by man-made drainage ditches north and south of Trammel-Fresno Road which in turn flow into Long Point Creek on the western portion of the subject area and Mustang Bayou on the eastern portion of the study area.

## 3.2 Flood Plain Status

The Federal Emergency Management Agency flood insurance rate map indicates that the majority of the study area to be located within Zone X or outside the 500 year flood plain. The area where Long Point Creek, East Fork of Long Point Creek, and Mustang Bayou intersect with Trammel-Fresno Road are designated as Zone AE or areas where base flood elevations have been determined. These areas routinely flood. Copy of the flood plain map is attached in Appendix D.

## 3.3 National Wetlands Inventory Map

According to the National Wetland Inventory Maps no areas of the study tract were designated a wetlands. During the site visit all areas of the study tract were observed and all had been severely altered from their natural state. Furthermore, the only soils listed, as hydric soils were located near the intersection of Mustang Bayou and Trammel-Fresno Road. The remaining portions of the study area did not meet or exhibit any of the three primary attributes defined by the Federal Manual for Identifying and Delineating Jurisdictional Wetlands: (1) the land supports predominantly hydrophytic vegetation; (2) the substrate is predominantly hydric soil; and (3) the substrate is saturated with water to less than 0.5 feet for one week or more during the growing season or exhibits a water table of less than 1.5 feet beneath the surface. Copy of the National Wetlands Inventory Map is located in Appendix C.

## 3.4 Site Geology

Geologically, the site is mapped as the Alluvium (Qal). Alluvium formations are described as being floodplain deposits, including indistinct low terrace deposits made up of clay, silt, sand, and gravel. Silt and clay deposits are calcareous on the surface and colored dark gray to dark brown with sand being largely quartz. Gravel deposits are siliceous, composed of mostly chert, quartzite, limestone, and petrified wood. The fluviatile morphology is well preserved with point bars, oxbows, and abandoned channel segments.

## 3.5 Site Soil Conditions

According to the "Soil Survey of Fort Bend County, Texas" found in Appendix F and as prepared by the United States Department of Agriculture Soil Conservation Service and Forest Service in cooperation with the Texas Agricultural Experiment Station the subject property is located in six differing soil types; Lake Charles Clay (La), Bernard-Edna Complex (Be), Edna Fine Sandy Loam (Ea), Bernard Clay Loam (Bb), Katy Fine Sandy Loam (Ka), and Waller Soil Complex (Wa).

The Lake Charles Series is a dark clay occurring in the level to nearly level prairies. They are the most extensive soils in the county. The surface of these soils has a characteristic hog-wallowed microrelief. Lake Charles clays have great swelling and contacting ratio.

Bernard-Edna Soils are dark, fertile, and productive. They occupy nearly level to sloping upland. Slopes exceeding 1 percent in gradient are susceptible to erosion when cultivated. Most of this complex includes small depressions, swales, of less than one area.

Edna Fine Sandy Loam are sandy and crusty and have a compact blocky subsoil. Their prodictivity is low. Below 36 inches the soil mass contains a few small concretions of hard calcium carbonate. It grades into yellowish-red sandy clay parent materials at depths ranging from 50 to 70 inches. This soil is best suited to drought-resistant, early-maturing, and cool-season crops.

Bernard Clay Loam are dark, fertile, and productive. They are nearly level to sloping uplands. The clay loam surface layers ranges from 4 to 12 inches in thickness and from gray to dark grayish brown in color. In some areas the surface layer is a loam.

Katy Fine Sandy Loam is sandy, light colored, and of moderate to low fertility. These soils are located at the northern portion of the county. These soils are light brownish-gray 0 to 10 inches and friable. Below 10 inches it is very pale brown with a few small spots of yellowish brown, acidic, friable, porous and contains iron concretions. The sandy surface layers range from 14 to 30 inches in thickness. The surface color ranges from brown to light brown.

Waller Soils consists of grayish acid wet soils occuring in small shallow rounded depressions on the Gulf Coastal Prairie. The surface layer ranges from fine sandy loam to sandy clay loam. The texture varies within depressions and from one depression to another. The color of the surface layer ranges from gray to light brownish gray.

Soil maps are attached in Appendix E.

## 3.6 Regional Groundwater Conditions

The study area is underlyied by the Gulf Coast aquifer which consists of a series of complex interbedded clays, silts, sands, and gravels of Cenozoic age, which are hydrologically connected to form a large, leaky artesian aquifer system. This system comprises four major components consisting of the Catahoula, the Jasper, the Evangeline and the Chicot aquifers. Maximum total sand thickness ranges from 700 feet in the south to 1,300 feet in the northern extent. Water quality is generally good in the shallower portion of the aquifer. Ground water containing less than 500 mg/l dissolved solids is usually encountered to a maximum depth of 3,200 feet in the aquifer.

The study area is hydrologically influenced by Long Point Creek and Mustang Bayou. However, due to the altered state of the study area, the influences of Long Point Creek and Mustang Bayou is minimal.

## 4.0 Findings

Environmental Resource Consultants (ERC) has performed a Wetlands study in conformance with the U.S. ARMY CORPS OF ENGINEERS WETLANDS GUIDANCE MANUAL of the subject property located near the intersection of Farm & Market Road 521 and Trammel-Fresno Road in Fort Bend County. Any exceptions to, or deletions from, this practice are described in Section 2.0 of this report.

According to the National Wetlands Inventory Quadrangle maps Missouri City and Almeda, developed by the United States Department of The Interior, the study area was separated into three areas of concern. Area #1 is the area where Long Point Creek intersects Trammel-Fresno Road. During the site visit this area was noticed to have been severely altered from its natural state by concrete drainage tunnels and concrete slabs to help in drainage of Long Point Creek. According to the National Wetlands Inventory Map developed by the United States Department of the Interior, the area is not designated a wetland type environment. According to the Soil Survey for Fort Bend County developed by the United States Department of Agriculture the soils are listed as Edna Fine Sandy Loam and not listed as a hydric soil. Area #2 is located approximately 2,500 feet to the east of Area #1 and is where the East Branch of Long Point Creek intersects Trammel-Fresno Road. This area has also been altered in the past by a man-made earthen ditch on the north and south sides of Trammel-Fresno Road. The soils are located within in the Edna Fine Sandy Loam and are not designated as hydric soils. This area was dry with no indication of wetland type vegetation. The final area of concern is designated Area #3. This area is the intersection of Trammel-Fresno Road and Mustang Bayou. This area of Mustang Bayou is navigable and according to the hydric soils list of Texas is listed as a hydric type soil. The area is located in the Waller Soil's regime. However, the entire area of the intersection of Trammel-Fresno Road and Mustang Bayou has been developed with a concrete and metal overpass bridge. In addition no wetland type hydrophtic vegetation was observed near this area. Due to the existing bridge and altered state of this area, the area does not meet the principle criteria for a wetland. The study area covers approximately three miles along Trammel-Fresno Road starting from the intersection of Trammel-Fresno Road and FM 521 and runs west approximately three miles to the proposed Toll Road right-of-way. The main study area comprises a 30 to 40 feet north and south of the Trammel-Fresno Road along this same three-mile stretch. During the site investigation, it was noticed that the study area north and south of Trammel-Fresno Road had been severely altered for drainage. Earthen drainage ditches were observed the entire length of the study area.

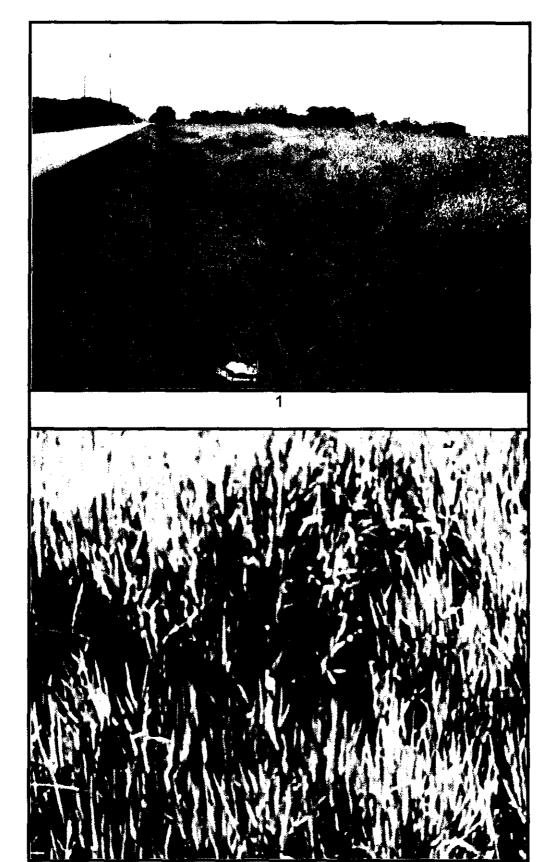
## 5.0 Conclusions and Recommendations

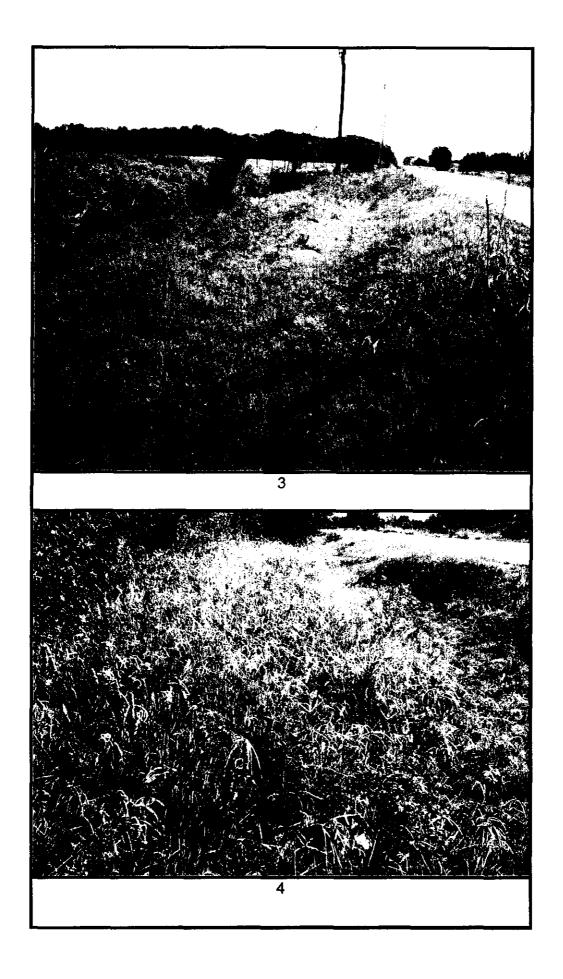
Based on the site visit and research conducted at the local and state level regarding the subject property including historical sources, it appears the study area surveyed and the Areas of Concern designated Area #1, 2, and 3 did not meet diagnostic environmental characteristics for the identification of a wetland. The study area 30 to 40 feet north and south of Trammel-Fresno Road has been altered to such an extent that the area is designated a non-wetland environment.

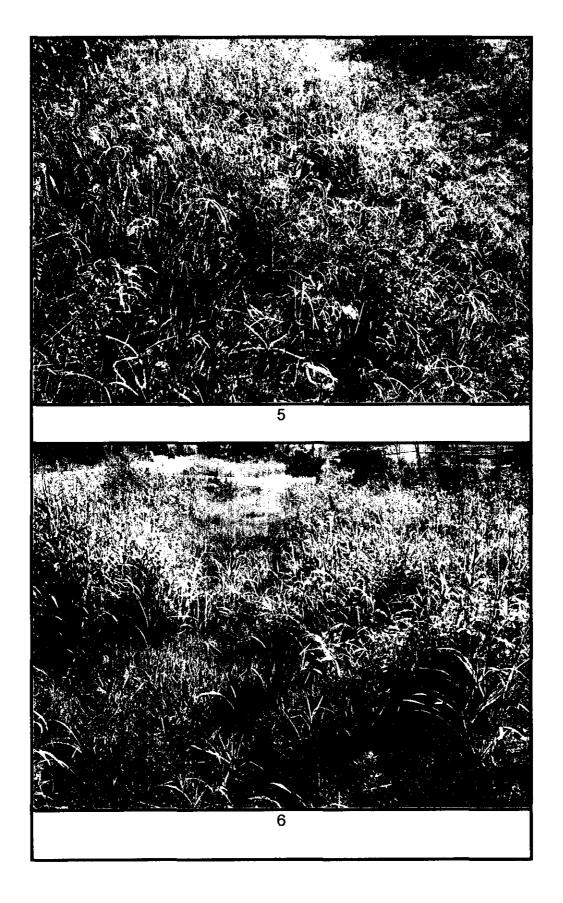
# APPENDIX A PHOTOGRAPHIC LOG

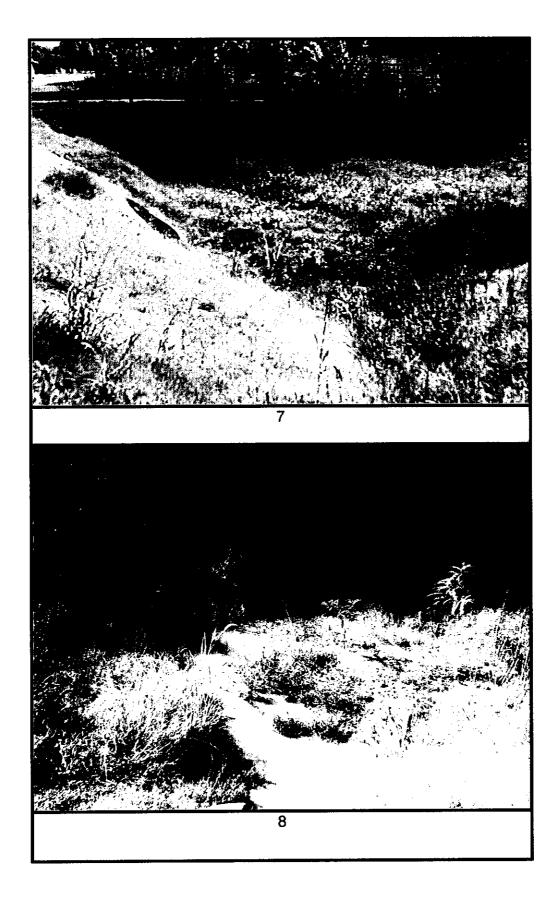
## PHOTOGRAPHIC LOG

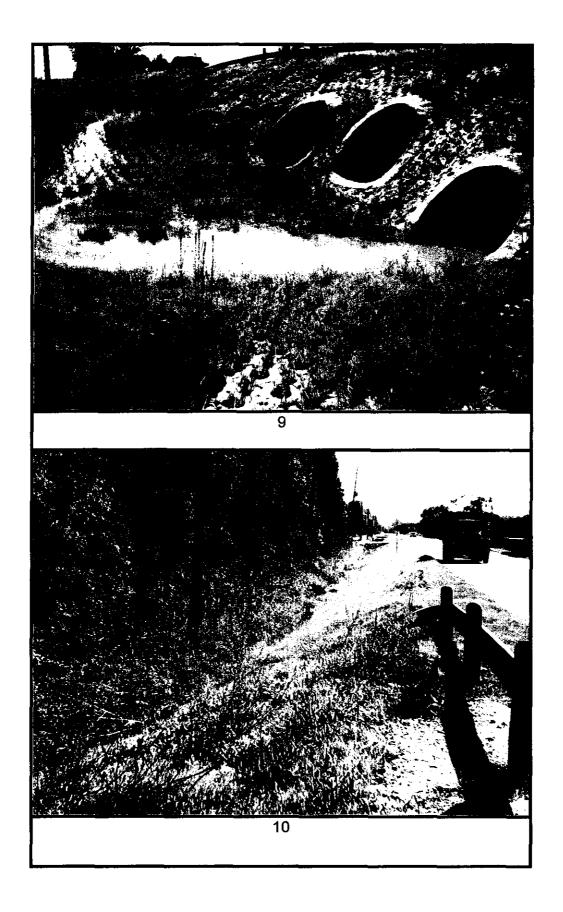
- 1. View looking east along Trammel-Fresno Road. View from proposed Toll road crossing. This is the extreme western boundary of the study area.
- 2. Typical vegetation along Trammel-Fresno Road and ditches on north and south of road.
- 3. View looking east along the north side of Trammel-Fresno Road. View from the extreme western boundary of the study area.
- 4. View of vegetation north of Trammel-Fresno Road. Note ditch area. View is outside of study area.
- 5. View of typical vegetation found in study area.
- 6. View of vegetation found in study area.
- 7. View looking east along the south side of Trammel-Fresno Road. This is area # 1 near the intersection of Long Point Creek and Trammel-Fresno Road. All vegetation seen is coming up through a mesh latticework of concrete blocks to help with drainage.
- 8. This is a view of the north side of Trammel-Fresno Road near the intersection of Long Point Branch. This is located in the drainage swale between the road and concrete ditch.
- 9. Same picture as photograph #8. Note concrete latticework and vegetation coming up through concrete.
- 10. View looking east of the intersection of Trammel-Fresno Road and Long Point Creek.
- 11. Vegetation found just north of the study area. View near central portion of study area.
- 12. View looking east along north side of Trammel-Fresno Road near the central portion of the study area. Note the telephone poles and residential homes to the left of pictures.
- 13. View looking west along north side of Trammel-Fresno Road. This is Area # 2, near the intersection of Mustang Bayou and Trammel-Fresno Road. Note bridge and rocks with well-groomed easement.
- 14. View looking north along Mustang Bayou. View from top of overpass/bridge over Mustang Bayou. Note lack of wetland type vegetation along Bayou.
- 15. View looking east along north side of the intersection of Trammel-Fresno Road and Mustang Bayou. Note rocks and small stones used for erosion control near the bridge.
- 16. View looking east along the south side of the intersection of Trammel-Fresno Road and Mustang Bayou.
- 17. View looking south along Mustang Bayou. View from top of bridge over Mustang Bayou.

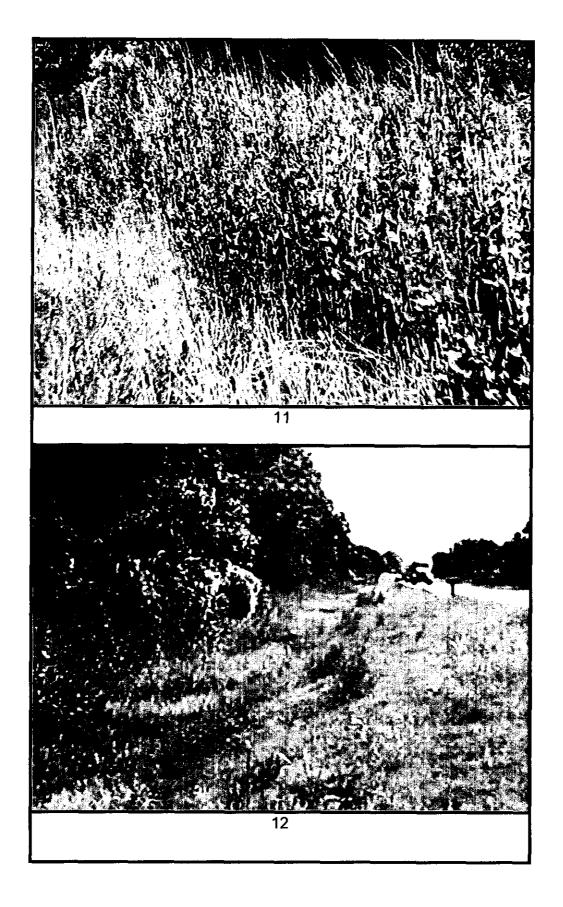


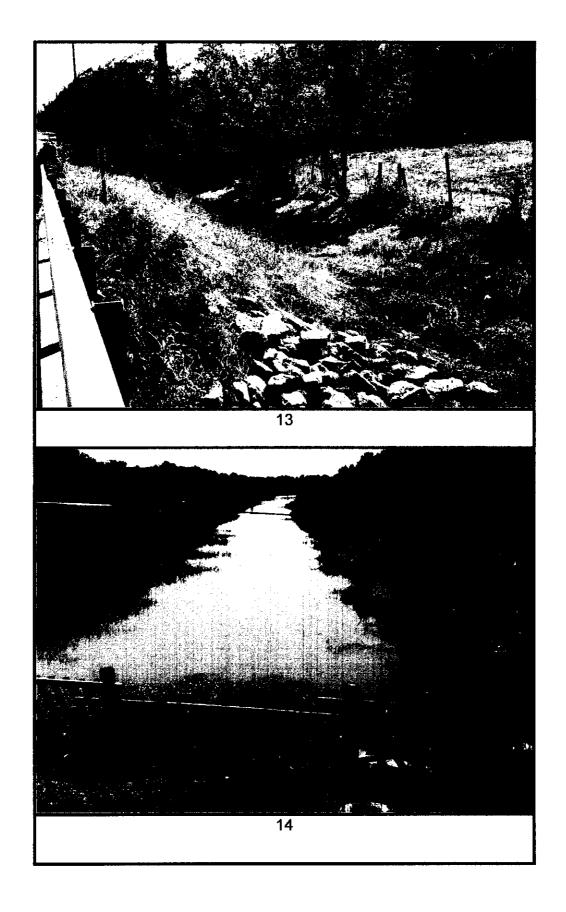


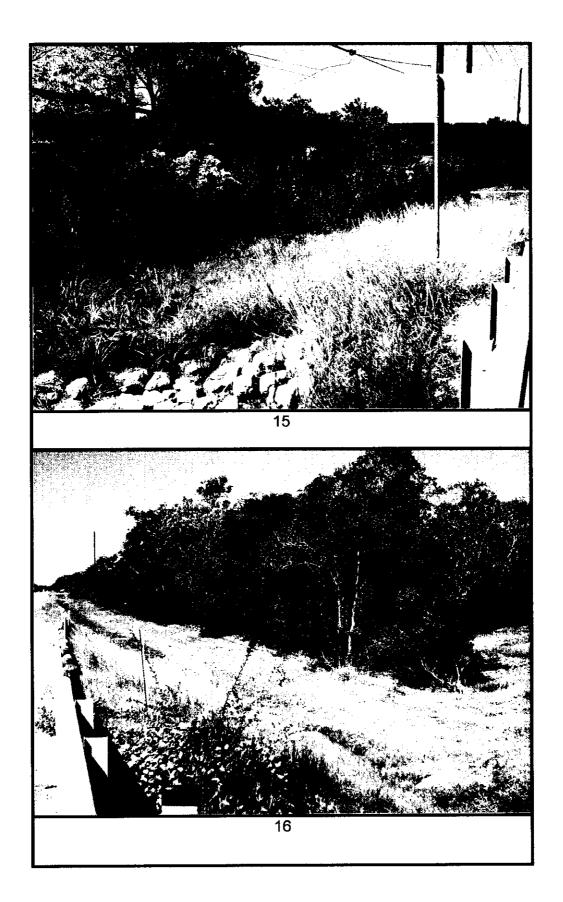


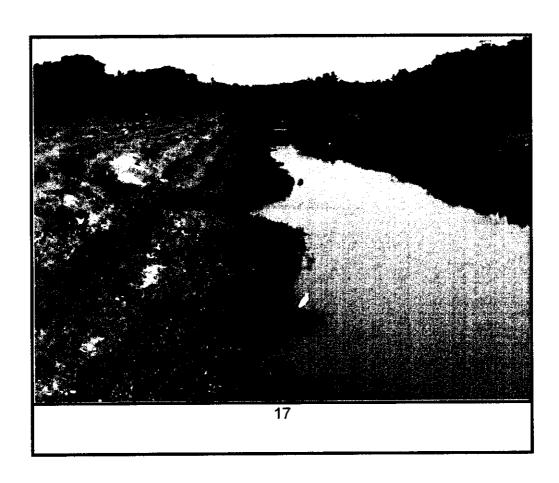












APPENDIX B
SITE MAP

FIESHO, TEXAS

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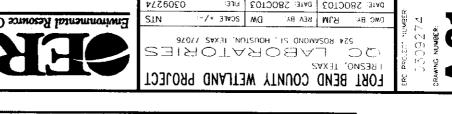
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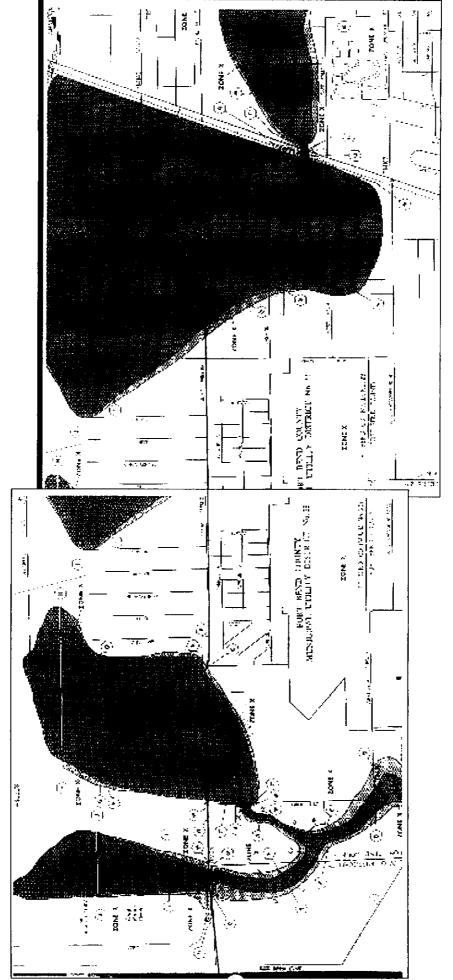
## APPENDIX C NATIONAL WETLANDS INVENTORY MAP

# APPENDIX D FLOOD PLAIN MAP



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APPENDIX E
SOIL MAP

FRESHO, TEXAS

COLLABORATION, TEXAS 77076

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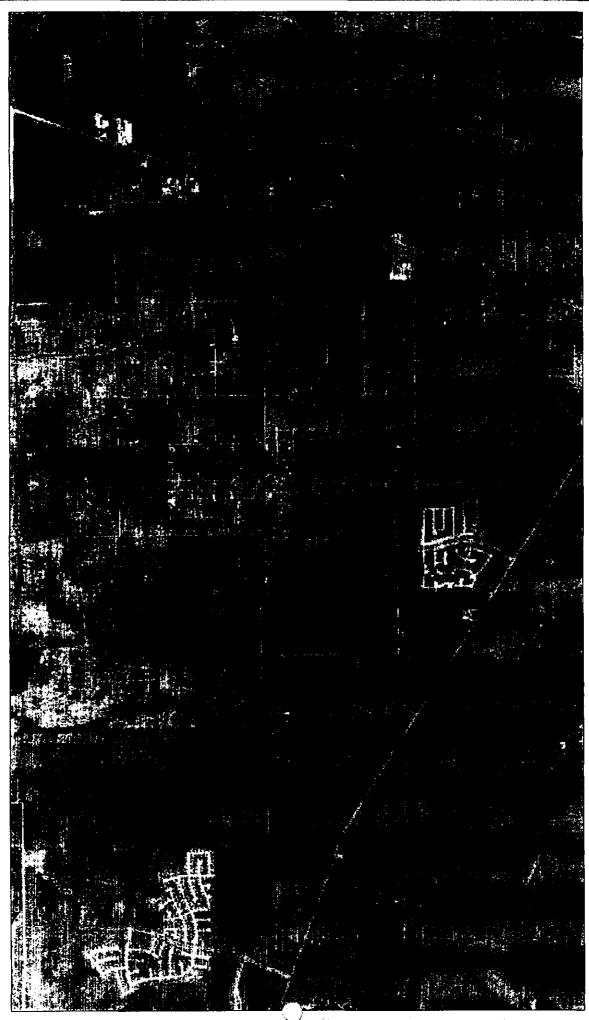
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# APPENDIX F AERIAL PHOTOGRAPHS



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Environmental Resource Consultants

FORT BEND COUNTY WETLAND PROJECT

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## PRELIMINARY ENGINEERING REPORT FOR TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

Part 7
Hydrologic and Hydraulic Analysis

## 7.1.1 Existing Drainage

The project will include addressing the existing and proposed drainage conditions along Trammel Fresno Road. The project crosses over the Long Point drainage ditch, approximately 1,000' east of the intersection of Trammel Fresno and Hurricane Lane. The existing cross drainage structures at this location consist of box culverts.

The project also crosses Long Point Creek East approximately 1150' east of Long Point Creek. The existing crossing consists of a 30-inch concrete culvert. However, LJA is preparing plans to increase the size of the culvert to approximately a 48-inch culvert.

The project also crosses over Mustang Bayou, approximately 1,400' west of the intersection of Trammel Fresno and FM-521. The existing drainage facility consists of a single span 43-0' wide box beam bridge on 5-16-inch square concrete piles.

The existing drainage is open ditch with closed conduits at the end points for outfall purposes. Existing land uses for the area assisted in defining the hydrologic characteristics. In the western section of the project there is sparse development. Within the last ten years, just east of the proposed Fort Bend Parkway intersection with Trammel Fresno, there has been major development such as Hightower High School, which has ignited other residential growth.

There are also several subdivisions being constructed within the project limits. The subdivisions along the north side of Trammel-Fresno are called Winfield Lakes Section 1 thru 5. These subdivisions utilize a series of detention basins to offset the increased runoff generated by the development. However, while they offset in the increased runoff they also replace the Long Point Creek ditch with these series of detention basin. Also along the north side of Trammel-Fresno, there is a 217-acre tract of land indicated as LucyK Tract. This tract is to be developed by LJA. Again, a series of detention basins are going to be incorporated into this subdivision. These detention basins will replace the Long Point Creek East ditch. LJA will have the models completed by the end of February 2004. Subdivision locations are indicted on Map entitled Exhibit of Fort Bend County MUD No. 23, prepared by LJA Engineering and Surveying, Inc. (See Exhibit 8.1.8 for map).

Along the south side of Trammel-Fresno LJA is preparing plans for a subdivision called Teal Run. This development utilizes the Long Point Creek East ditch. There are several improvements incorporated into these plans for Long Point Creek East along with improvement beyond the subdivision to Rabb Road. Subdivision locations are indicted on Map entitled Exhibit of Fort Bend County MUD No. 23, prepared by LJA Engineering and Surveying, Inc. (See Exhibit 8.1.8 for map).

It is also BKI's understanding that TxDOT has made improvements to the Highway 6 bridge along Long Point Creek. The changes to the 100-year water surface elevation because of these improvements have not been prepared. However, they will be included in the information provided by LJA at the end of February 2004.

The existing natural direction of overland sheet flow, during the 100-year storm, for the Mustang Bayou, Long Point Creek, and Long Point Creek East watersheds, is generally to the south, based on USGD natural topography of the project area. Mustang Bayou and Long Point Creek are FEMA studied streams resulting in a zero impact criteria to be maintained for this project. For smaller durations storm events, the natural drainage is to the south but follows the path along roadside ditches to the outfalls.

## 7.1.2 Drainage Design

A Hydrologic and Hydraulic Analysis has been prepared for the proposed improvements along Trammel Fresno Road at Mustang Bayou. The analysis utilizes the existing topographic map and field investigations as well as the latest drainage information provided by Fort Bend County Drainage District. A Hydrologic and Hydraulic Analysis for Long Point Creek and Long Point Creek East could not be prepared because LJA Engineering and Survey, Inc are modifying the existing models. LJA will provide a copy of the final models once they have been completed. They stated that these models should be complete by the end of February 2004.

## 7.1.3 Drainage Improvements

The widening of Trammel-Fresno will increase the runoff into the adjacent waterways. Existing vs. proposed impervious surface comparison calculations were performed (see Exhibit 8.1.7). These computations indicate that the runoff is approximately 99.88 cfs.

Because of the zero impact criteria, the increased runoff generated by the widening of Trammel-Fresno Road will be mitigated by the use of detention basins. There will be three (3) detention basins required for this project. The first detention basin being constructed on the northwest corner of Trammel-Fresno and the Winfield Lakes subdivision across from the Hightower High School. The second detention basin being located east of the Long Point Creek East ditch. And, the third detention basin being located on the northwest corner of Trammel-Fresno and Mustang Bayou.

The Long Point Creek detention basin will consist of linear detention along an enlarged roadside ditch with a 42-inch restrictor at the Long Point Creek ditch (see Trammel-Fresno Road Drainage Area Maps for location). This detention will be utilized to offset the 7.29 cfs of increased runoff generated by the widening of the roadway from Hillcroft to Long Point Creek (See Exhibit 8.1.9 for the detention calculations).

The Long Point Creek East detention basin will consist of a 100' x 300' detention basin approximately 9' deep with an 84 inch restrictor at the Long Point Creek East ditch (see Trammel-Fresno Road Drainage Area Maps for location). This detention basin will be utilized to offset the 27.36 cfs of increased runoff generated by the widening of the roadway from Colorado Road to Long Point Creek East (See Exhibit 8.1.10 for the detention calculations).

The Mustang Bayou detention basin will be similar to the Long Point Creek basin because it will also consist of linear detention along an enlarged roadside ditch with a 30-inch restrictor at the Long Point Creek ditch (see Trammel-Fresno Road Drainage Area Maps for location). This detention will be utilized to offset the 11.35 cfs of increased runoff generated by the widening of the roadway from Colorado Road to FM 521 (See Exhibit 8.1.11 for the detention calculations).

The proposed overall drainage system will be a combination of storm sewer and open ditch. The storm sewer trunk lines will be of sufficient capacity to handle future storm sewer systems due to the projected development in this area.

## PRELIMINARY ENGINEERING REPORT FOR TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

Part 8 Exhibits

FORT BEND COUNTY ENGINEERING

# PRELIMINARY ENGINEERING REPORT

# TRAMMEL FRESNO ROAD

# HILLCROFT AVENUE TO FM 521 ROAD

TOM STAVINOHA

GRADY PRESTAGE

ROBERT STURDIVANT

END PROJECT

89.36 TO STA 98-00

STA 156-00

ROBERT E. HEBERT

ANDY MEYERS

JAMES PATTERSON

D. JESSE HEGEMIER, P.E.



PRECINCTS 1 & 2 FEBRUARY 2004

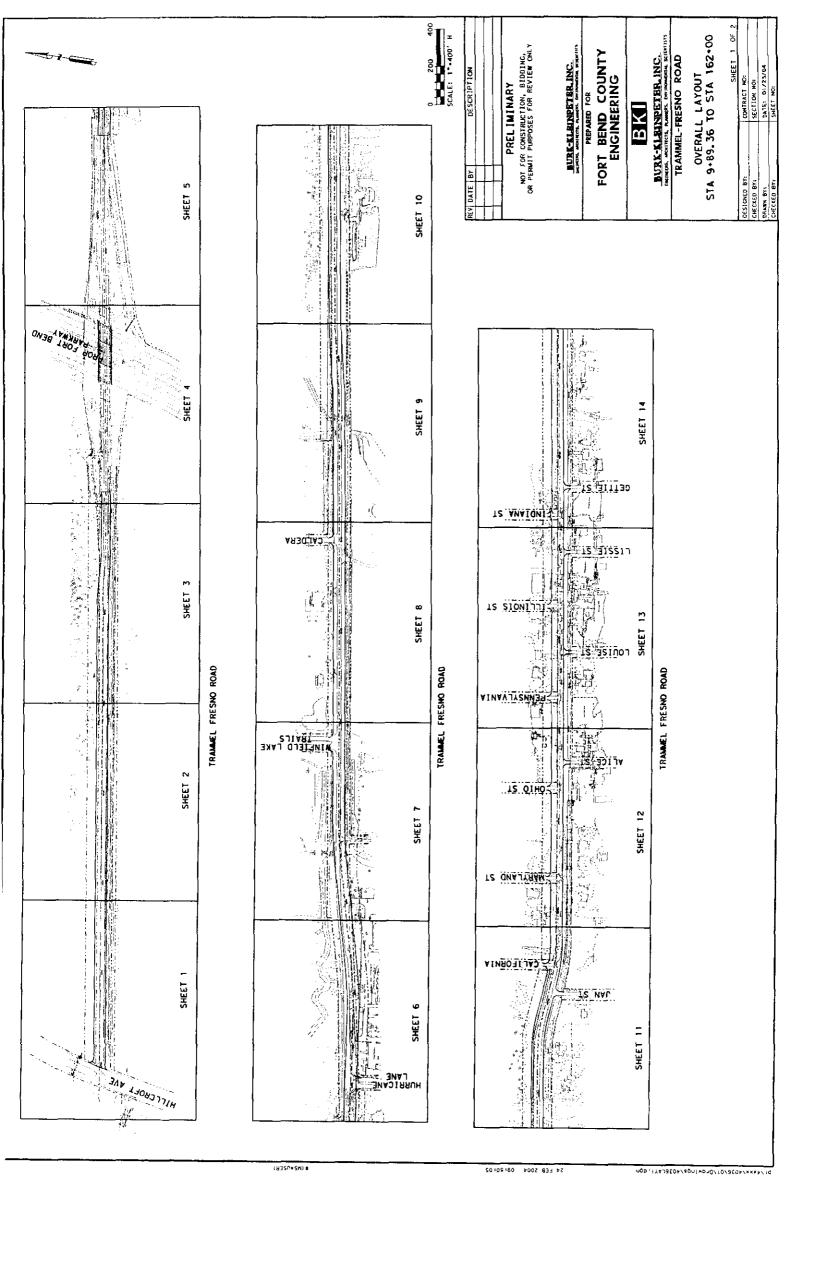


BURK-KLEINPETER, INC. EMDINEERS, ARCHITECTS, PLANERS, ENVIRONMENTS SCIENTISTS

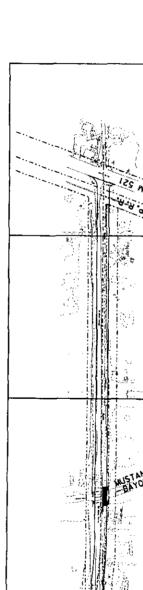
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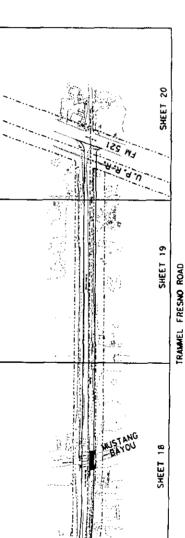
TO STA 218-01. 42 20) 0 STA 215-00 TA 140-00 TA 184-00 TA 129-00 TA 162-00 STA 173-00 TA 118-00 TA 151-00 STA 195-00 STA 206-00 74 107-00 EXISTING TYPICAL SECTIONS PROPOSED TYPICAL SECTIONS PLAN AND PROFILE YAN AND PROFILE PLAN AND PROFILE OVERALL LAYOUT

TRAMMEL FRESNO RD PROJECT LOCATION KEY MAP 610X, 611W VICINITY MAP



Į, 0 200 400 SCALE: 1 400' H





SHEET 2 OF 2
CONTRACT WO:
SECTION NO:
DATE: 01/23/04
SHEET NO: OVERALL LAYOUT STA 162+00 TO STA 218+01.42 BURK-KLEINPETER, INC.
Delicite, monters, conserve sterium
TRAMMEL-FRESNO ROAD NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES FOR REVIEW ONLY FORT BEND COUNTY ENGINEERING BURK-KLEINPETER INC. DESCRIPTION PREL IMINARY BKI DESIGNED BY: CHECKED BY: DRAWN BY: CHECKED BY:

4 (M3 = USER)

ECHOON BD.

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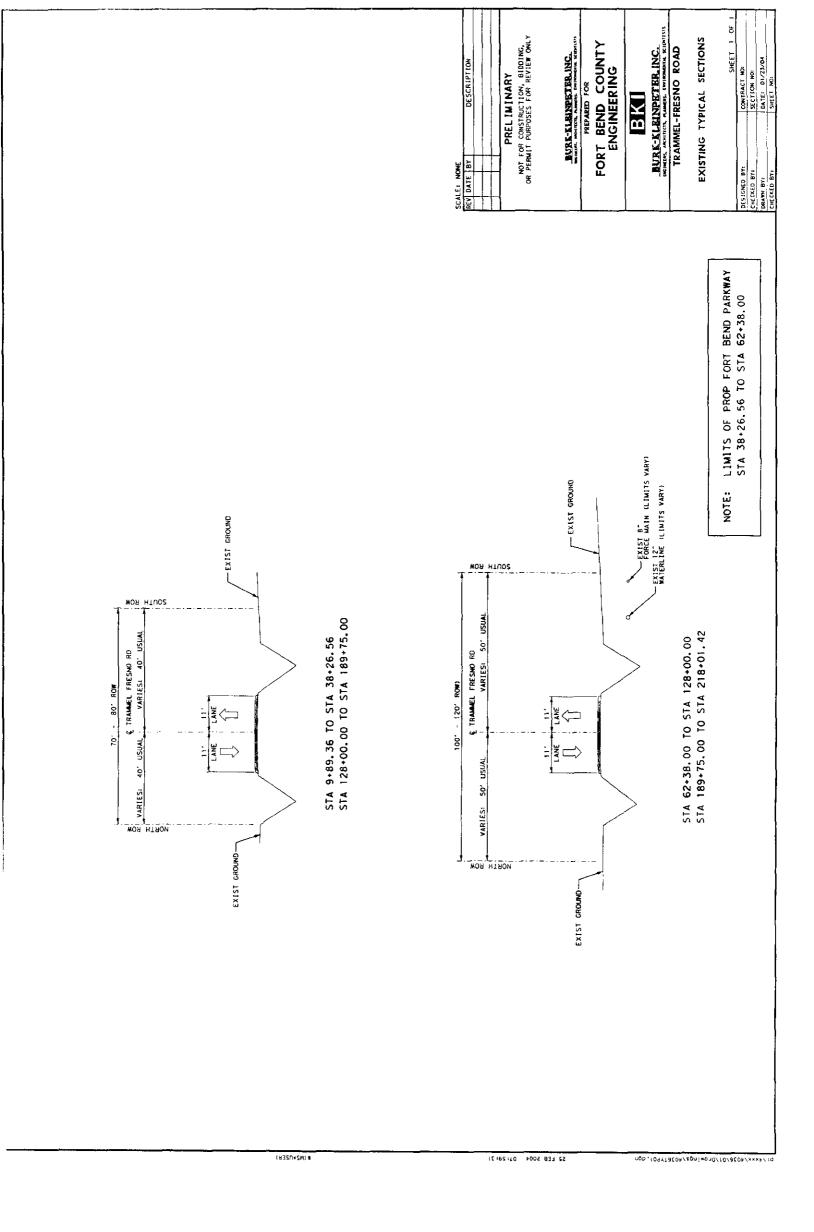
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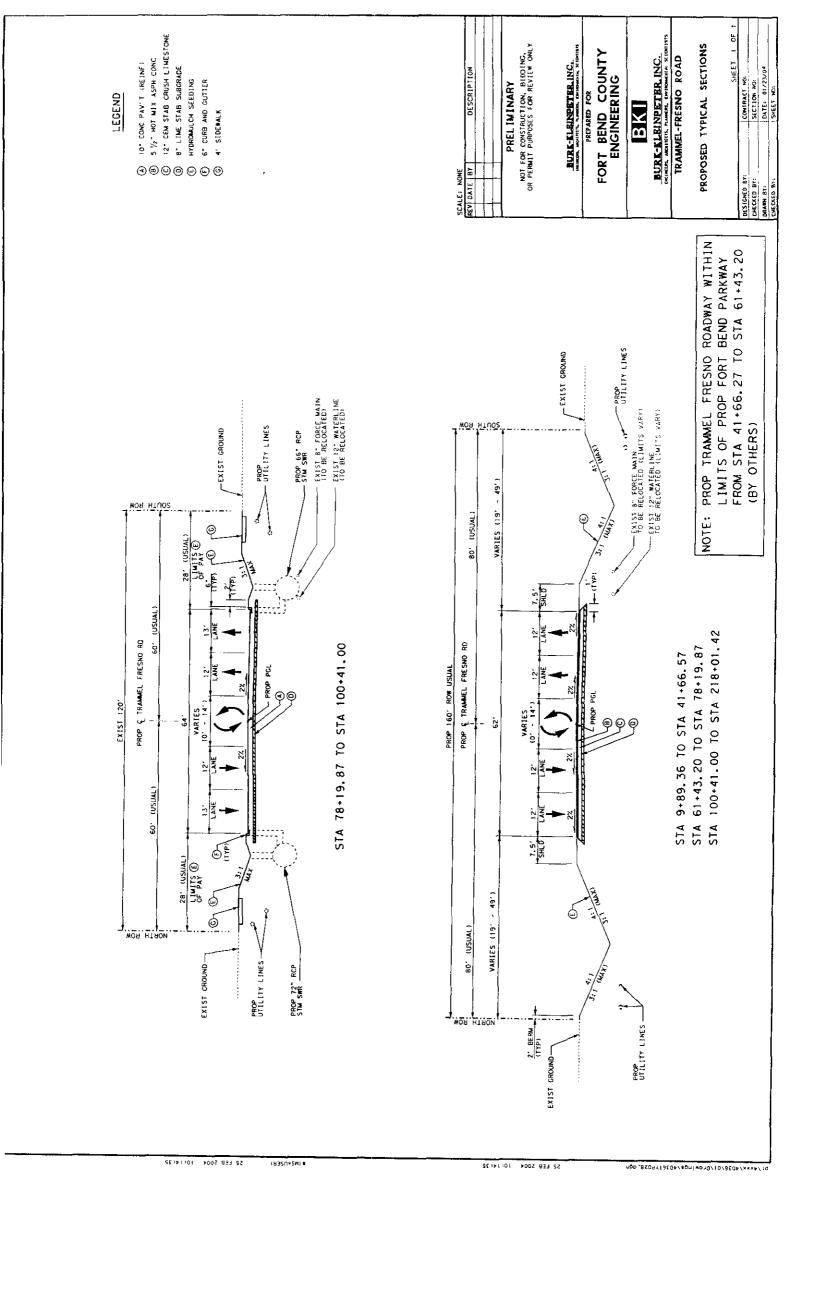
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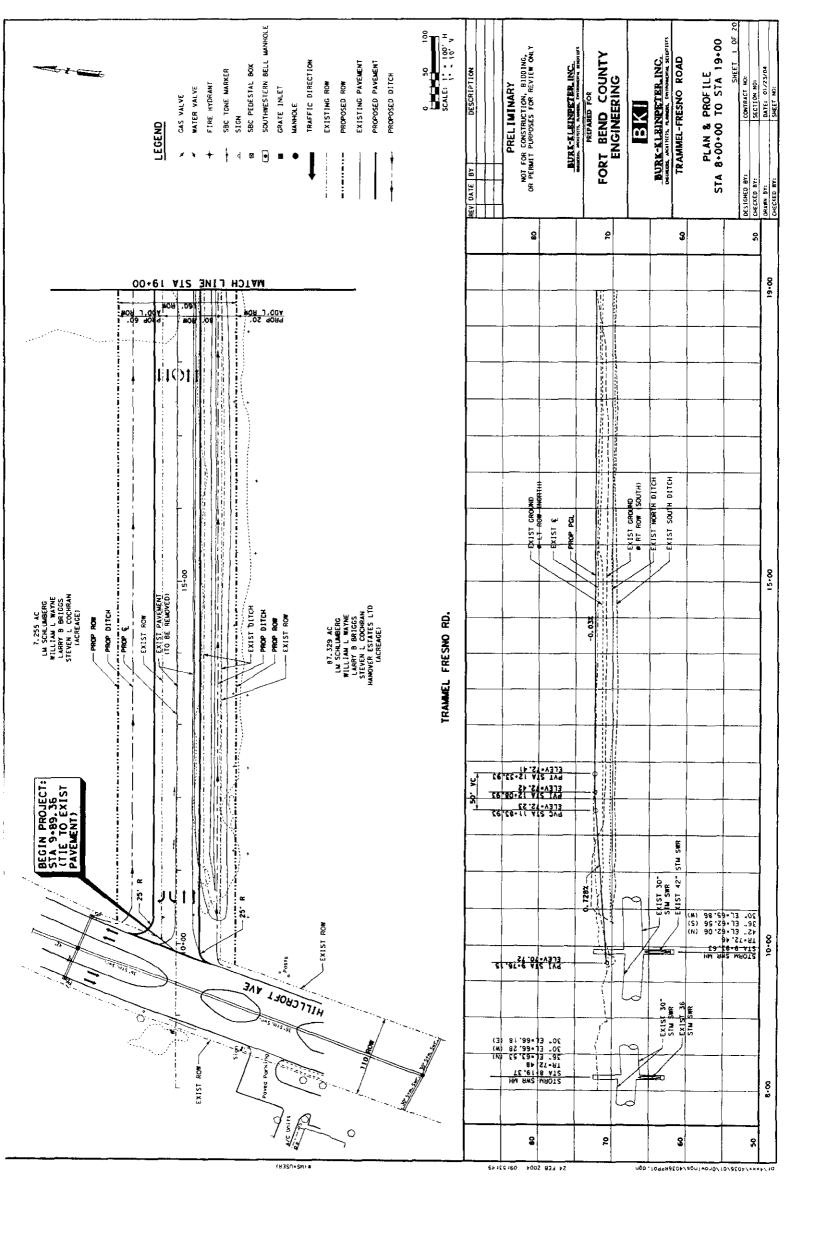
TRAMMEL FRESHO ROAD

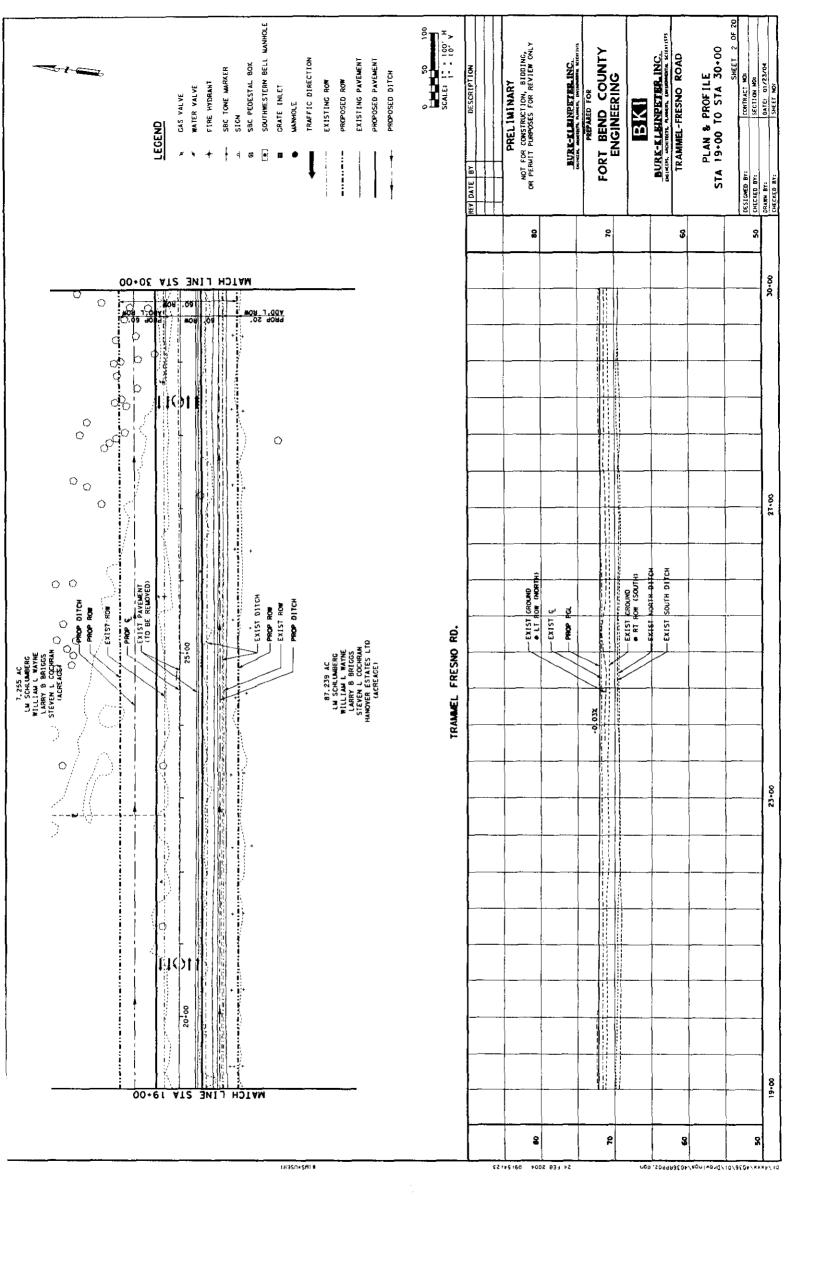
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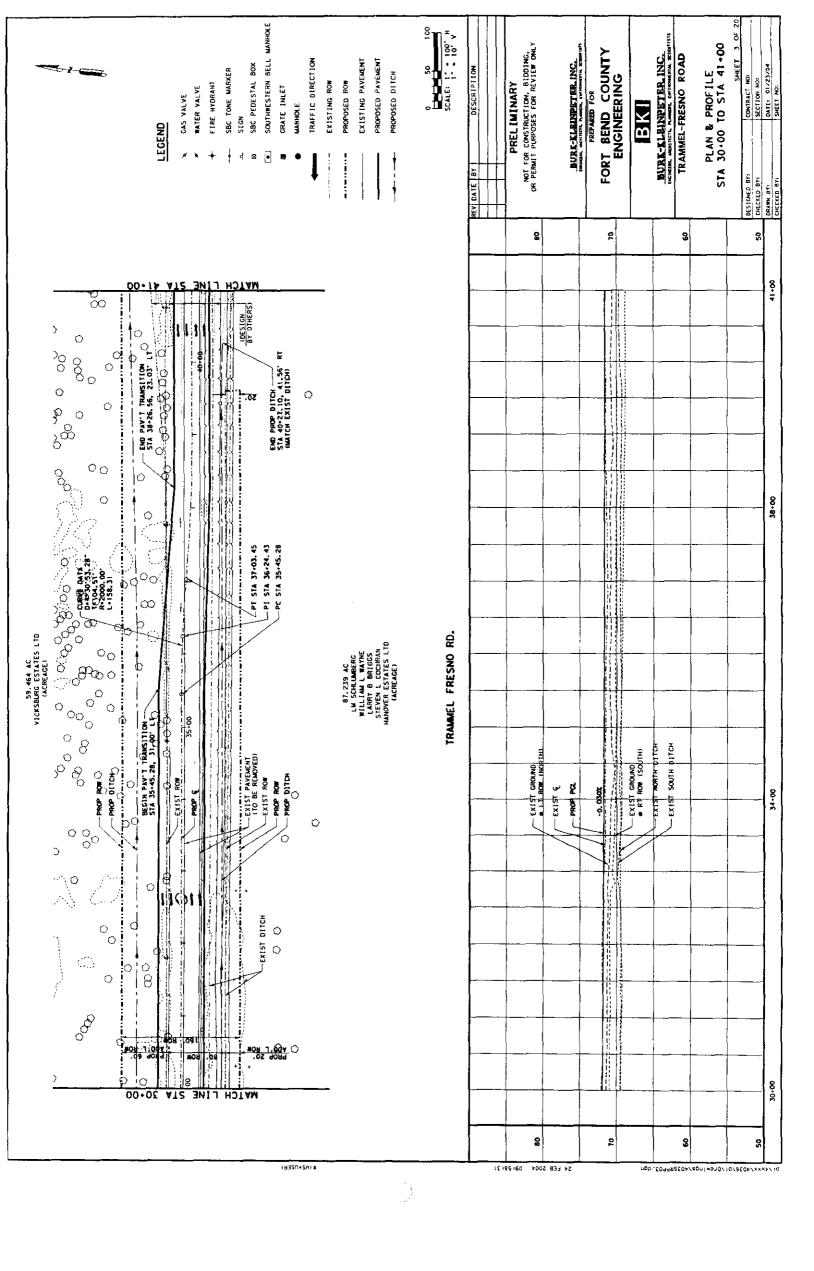
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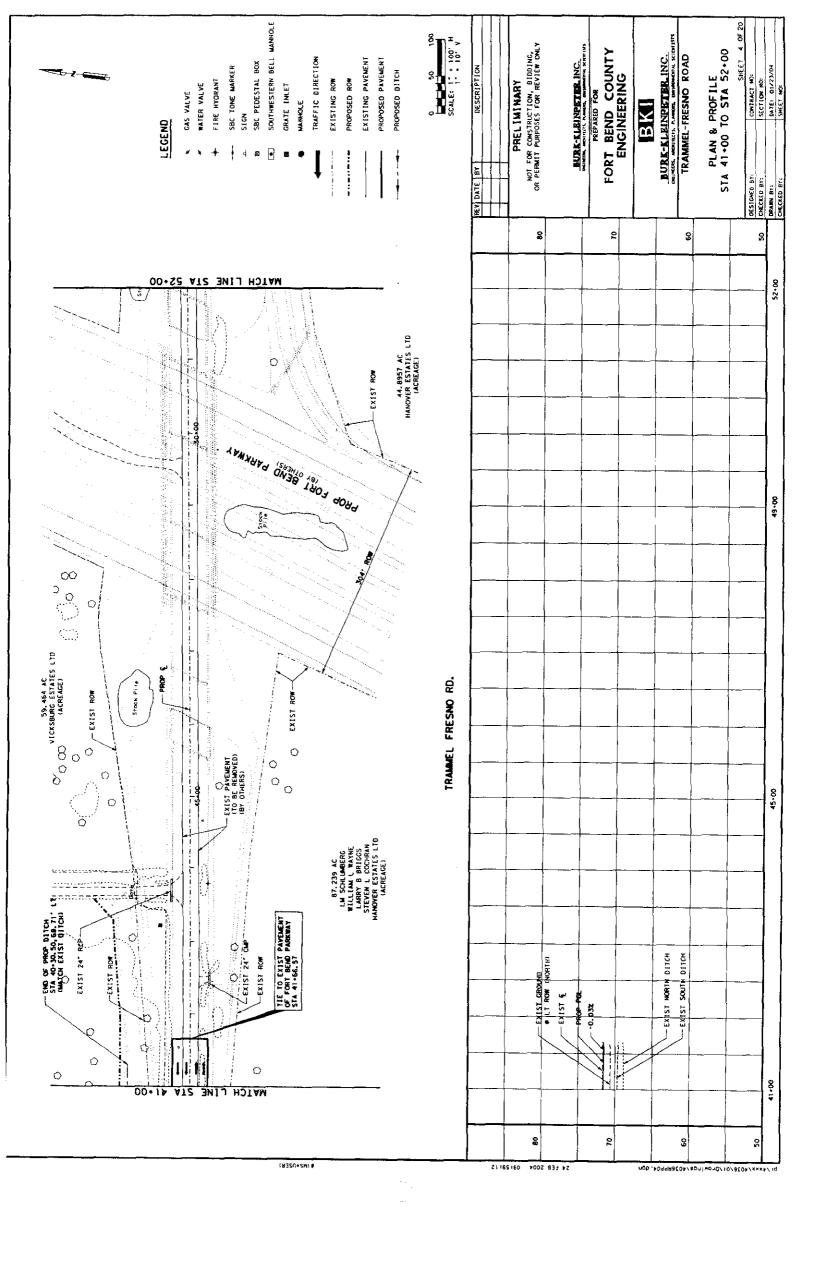


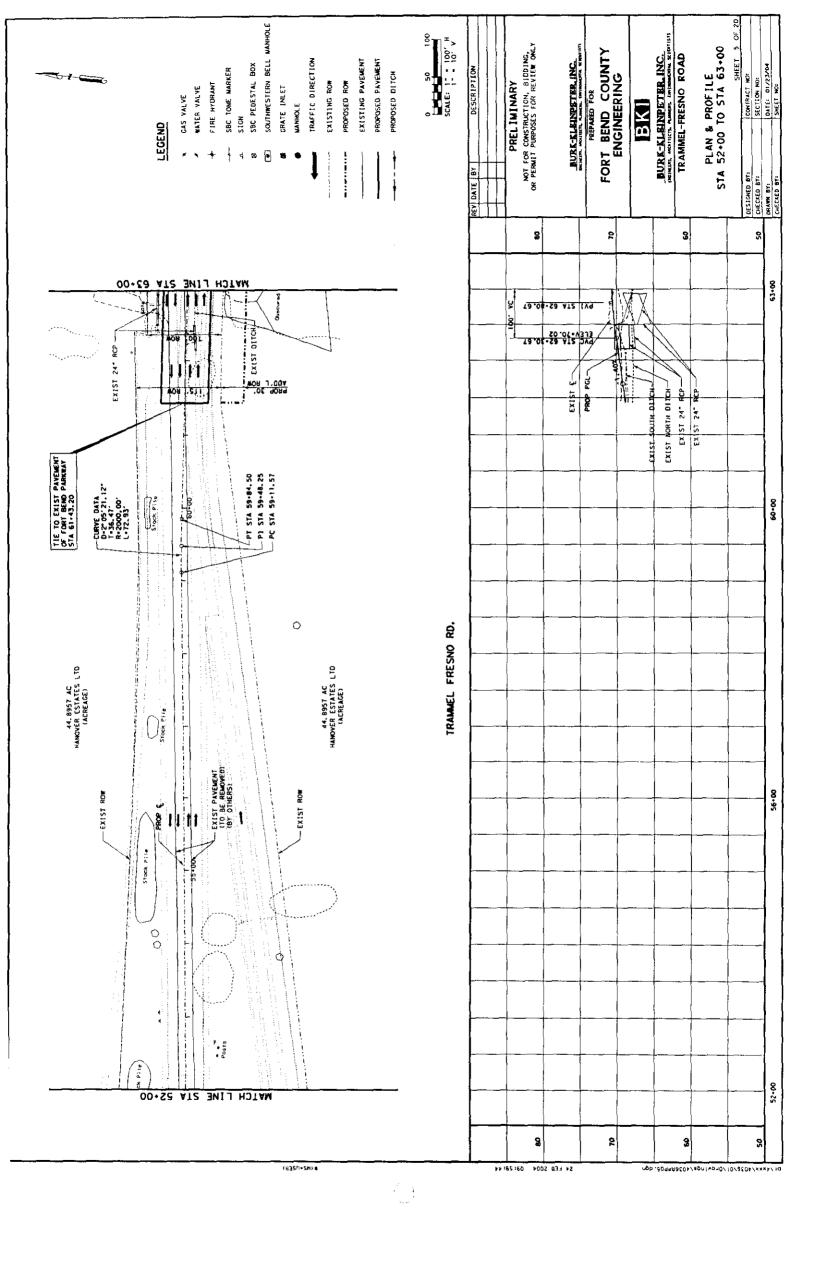


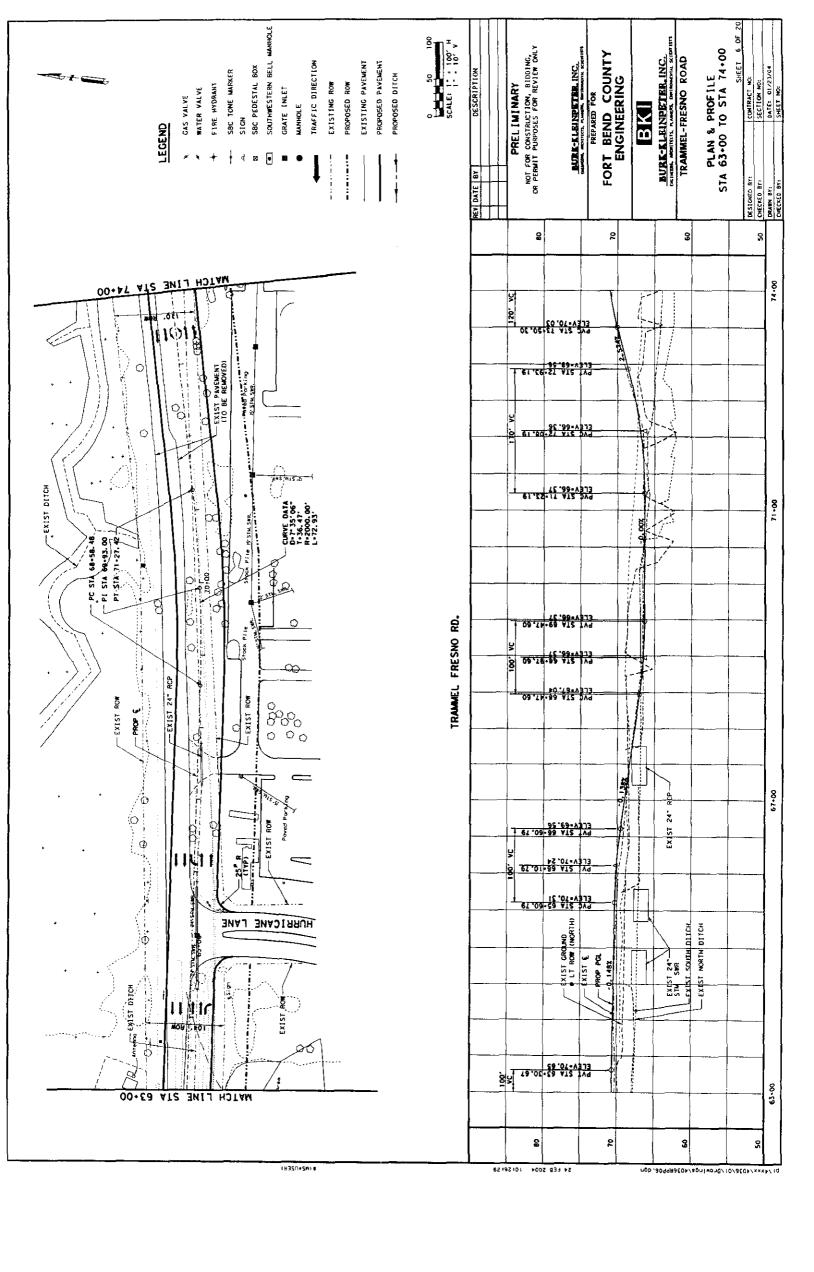


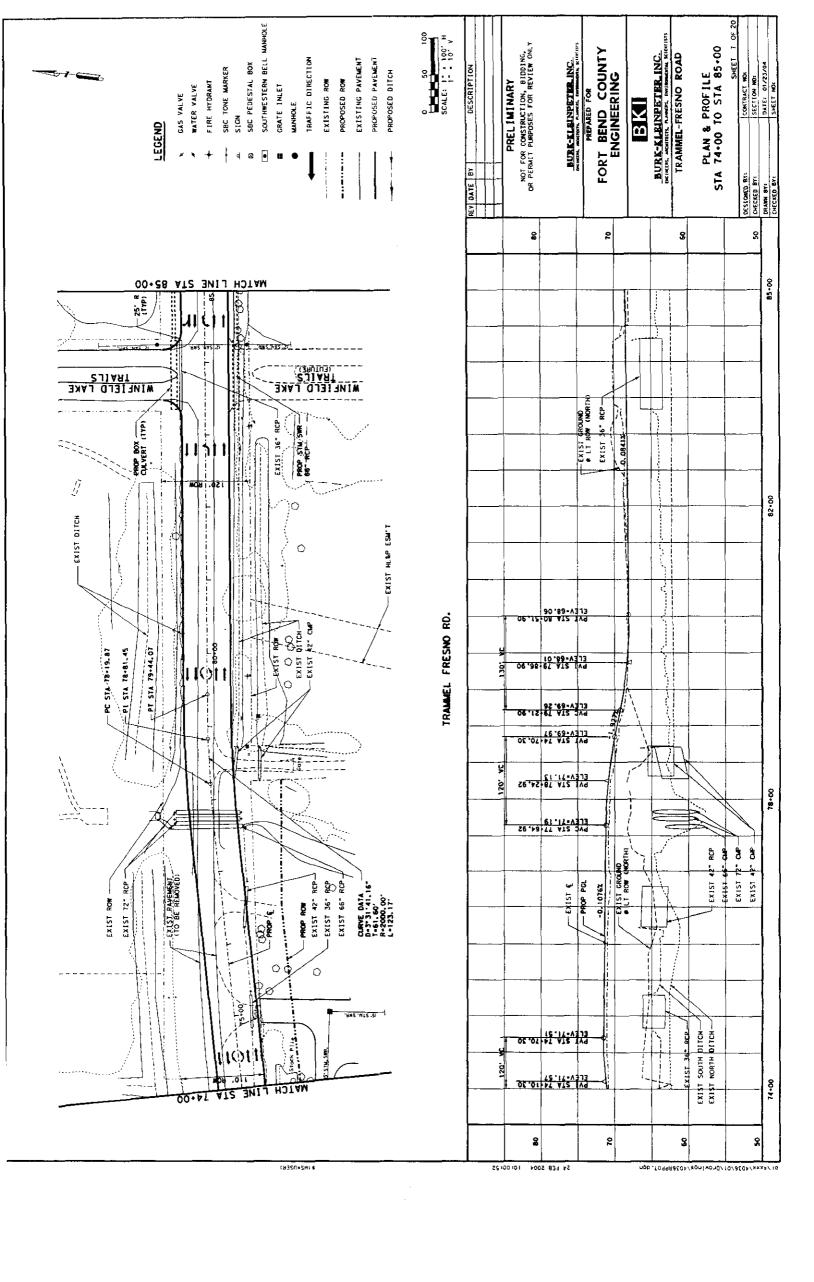


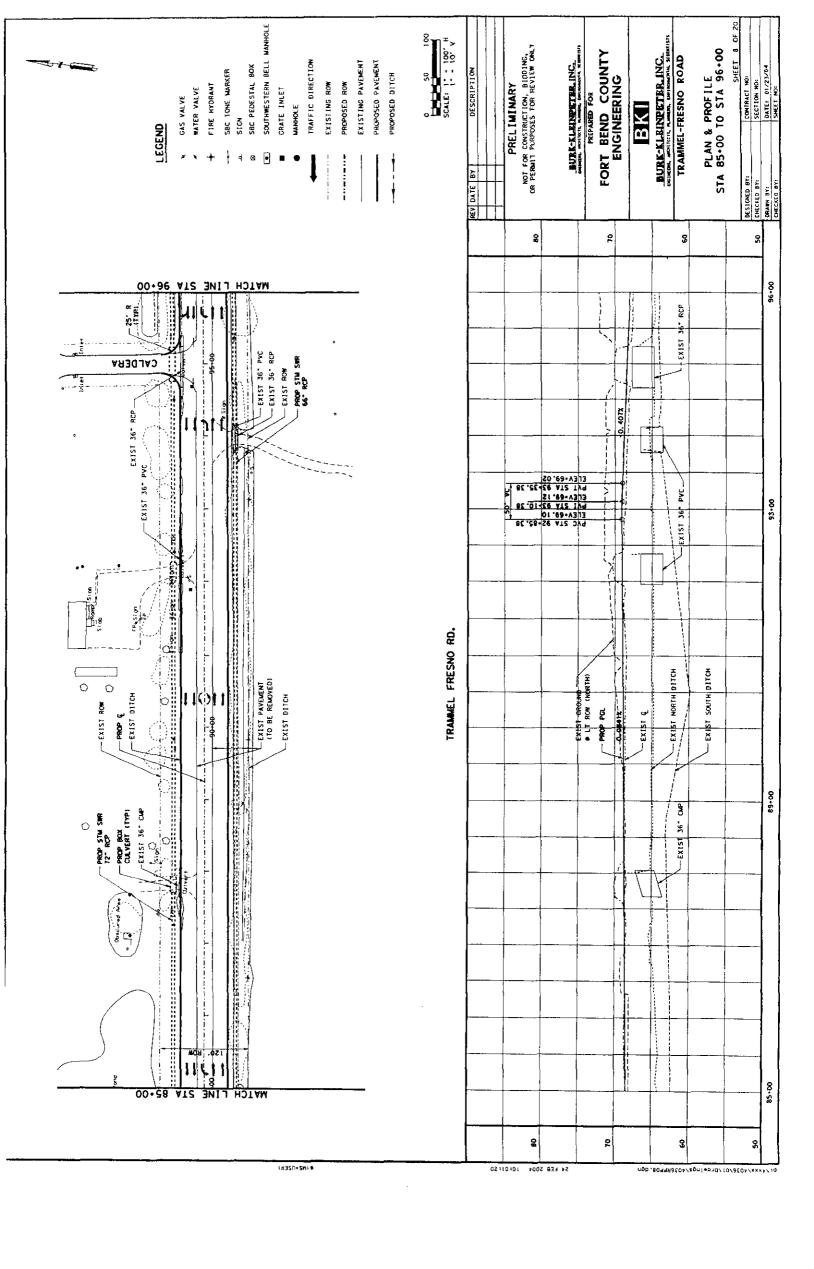


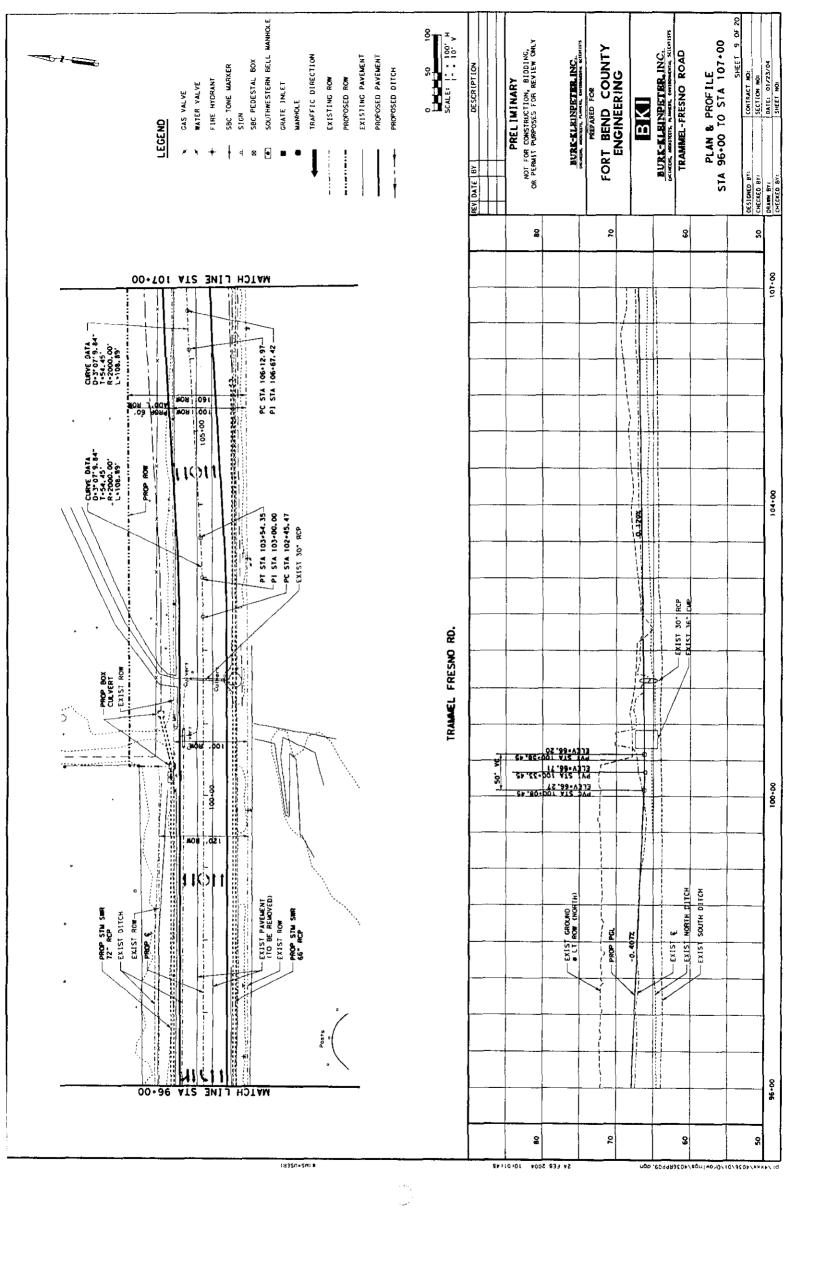


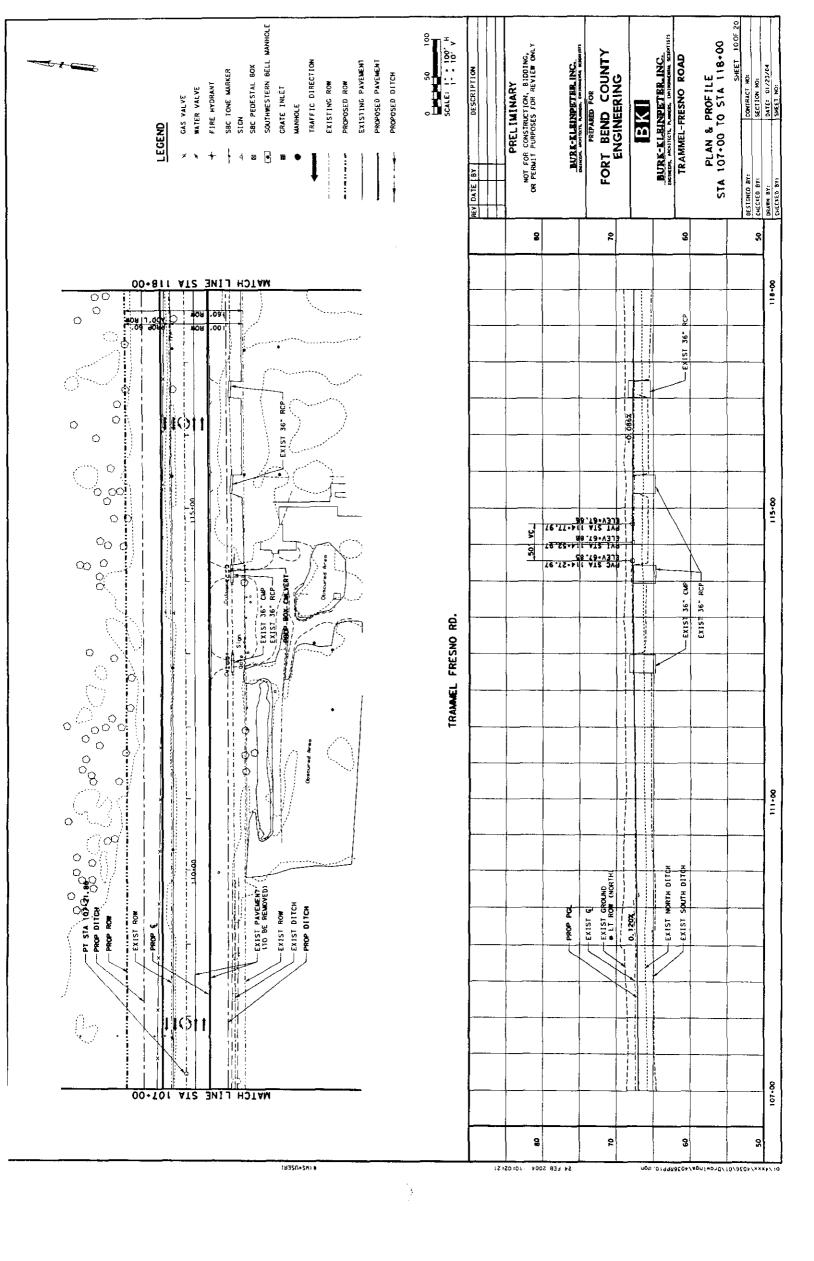


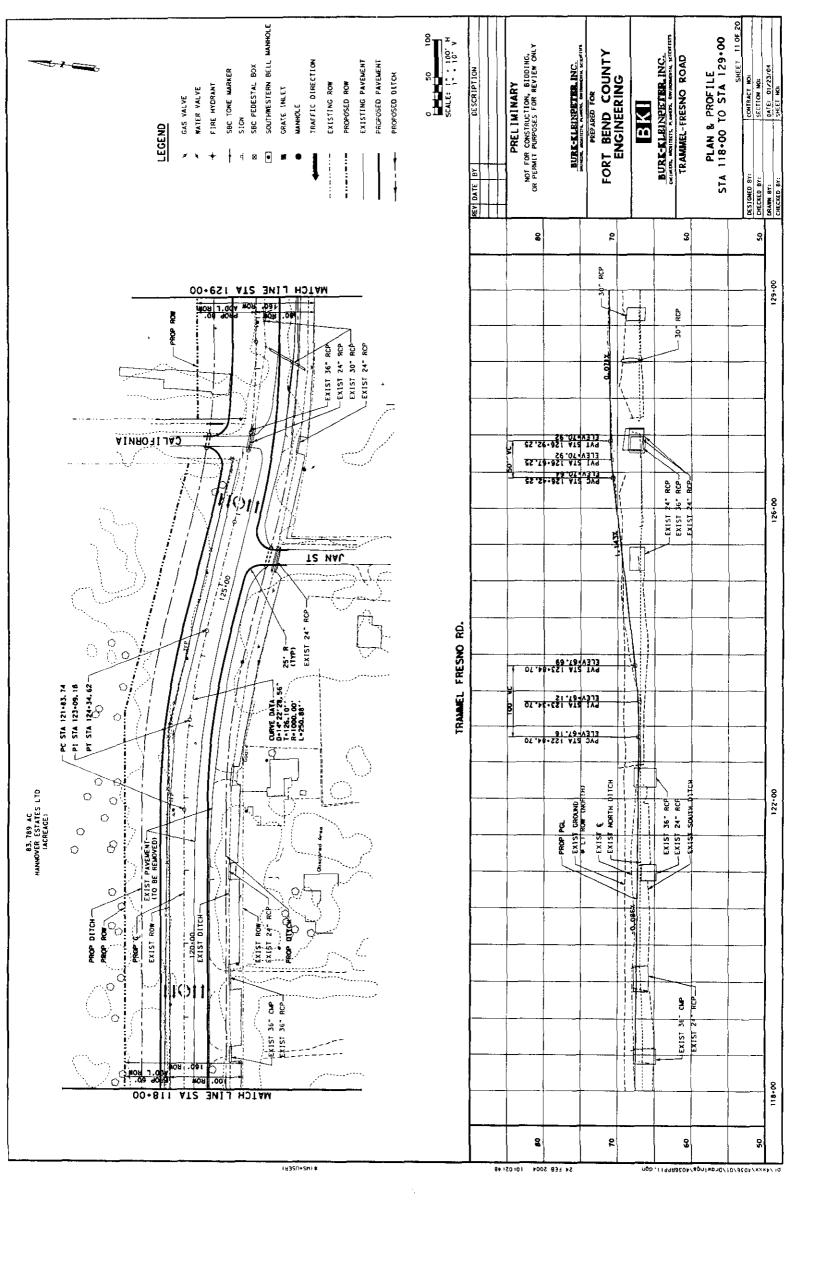


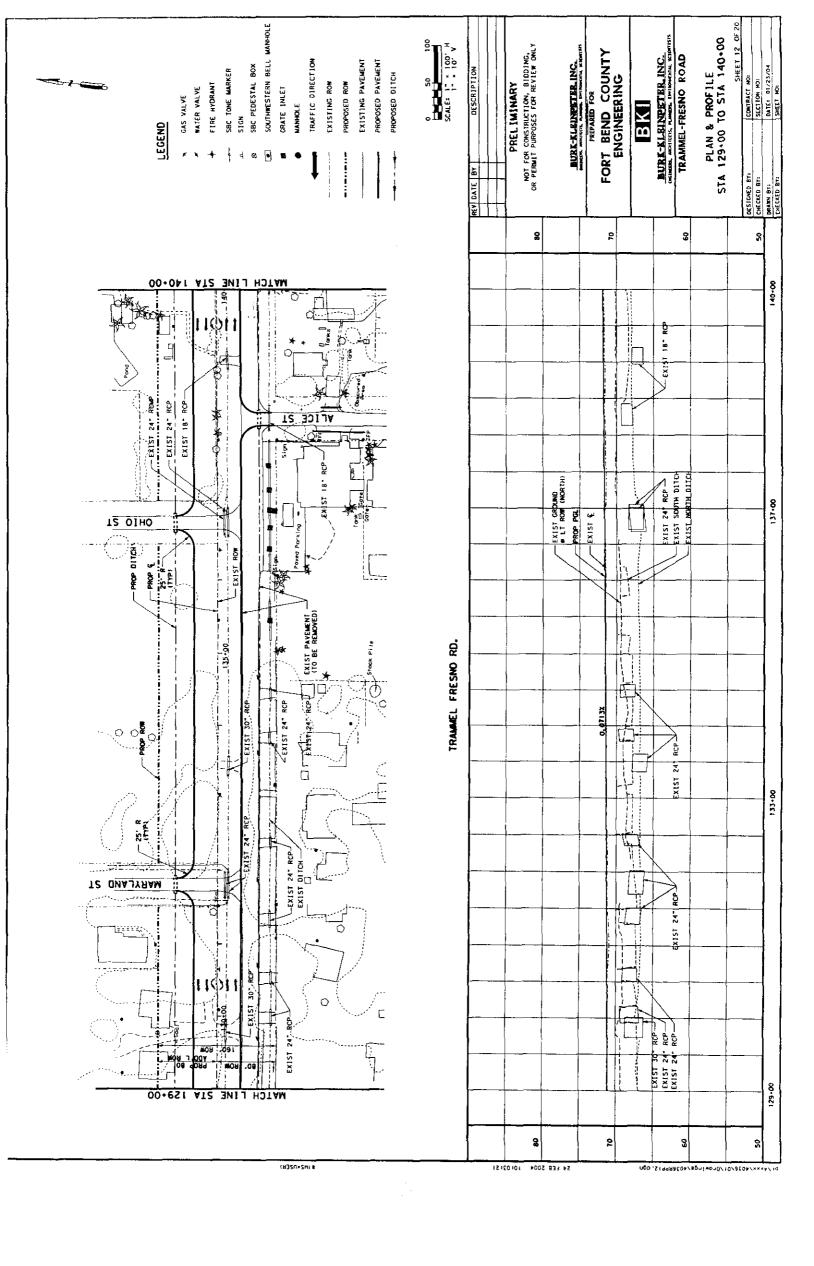


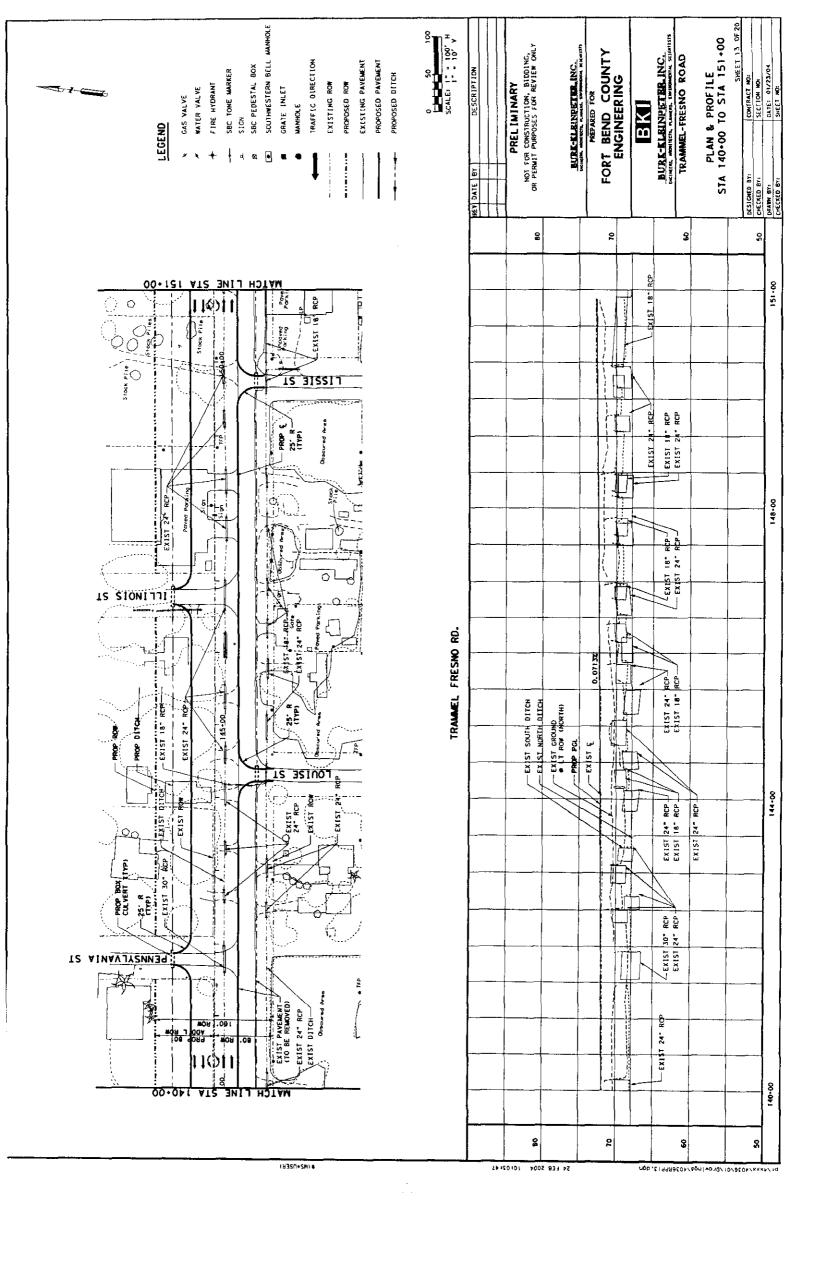


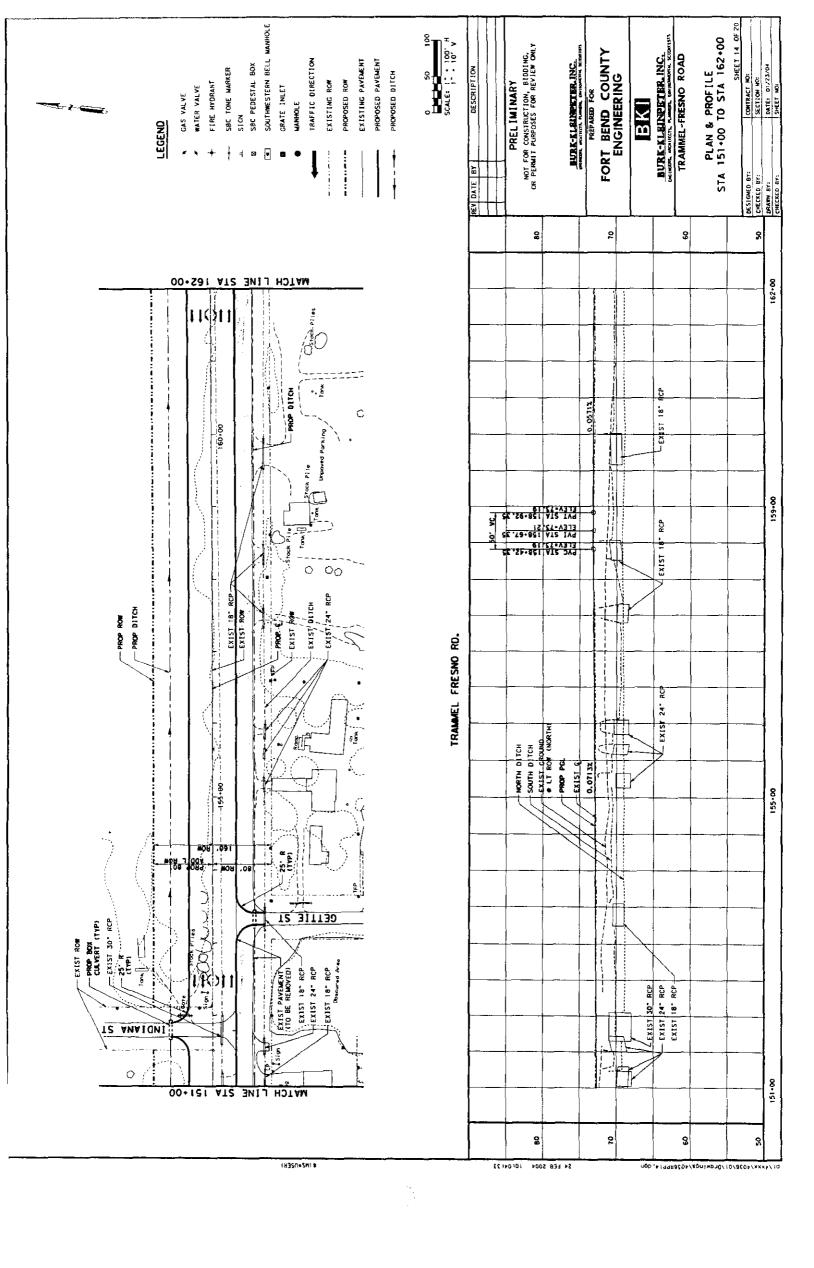


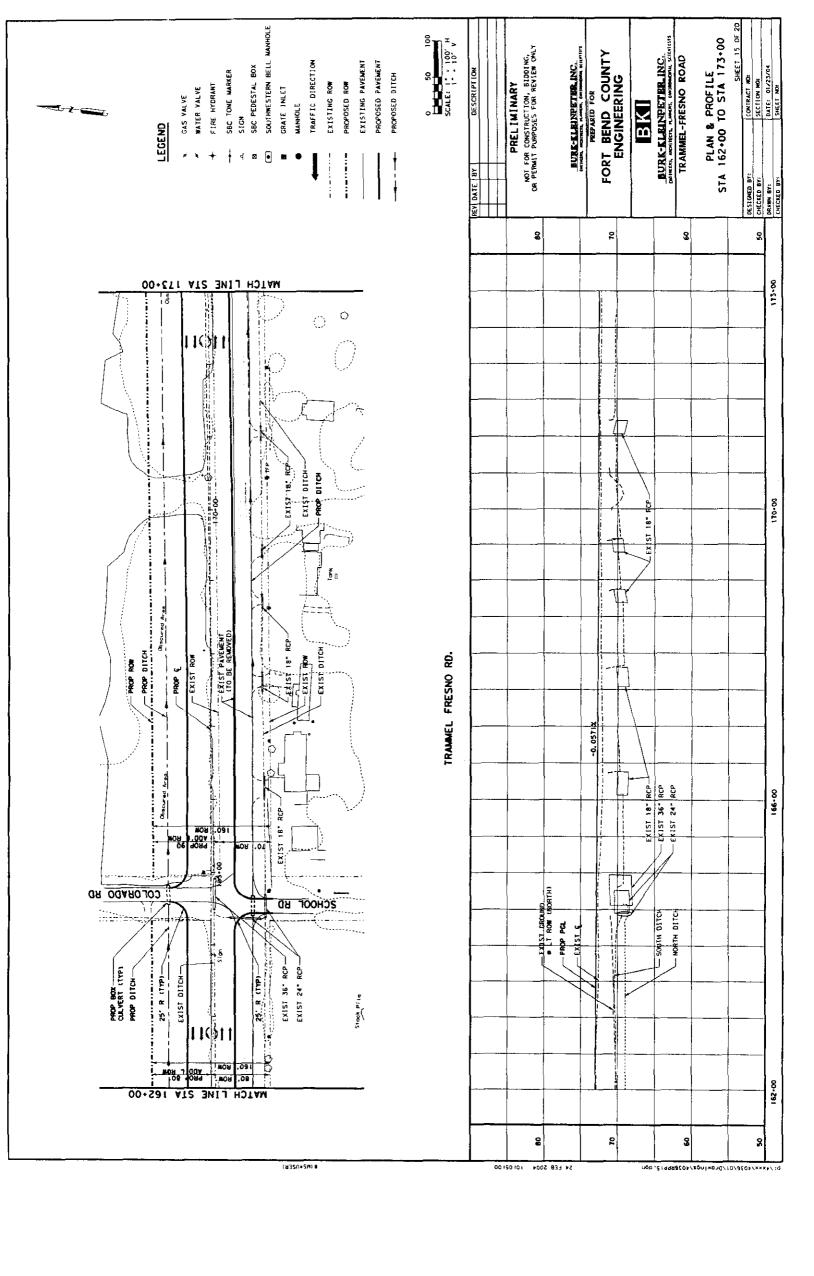


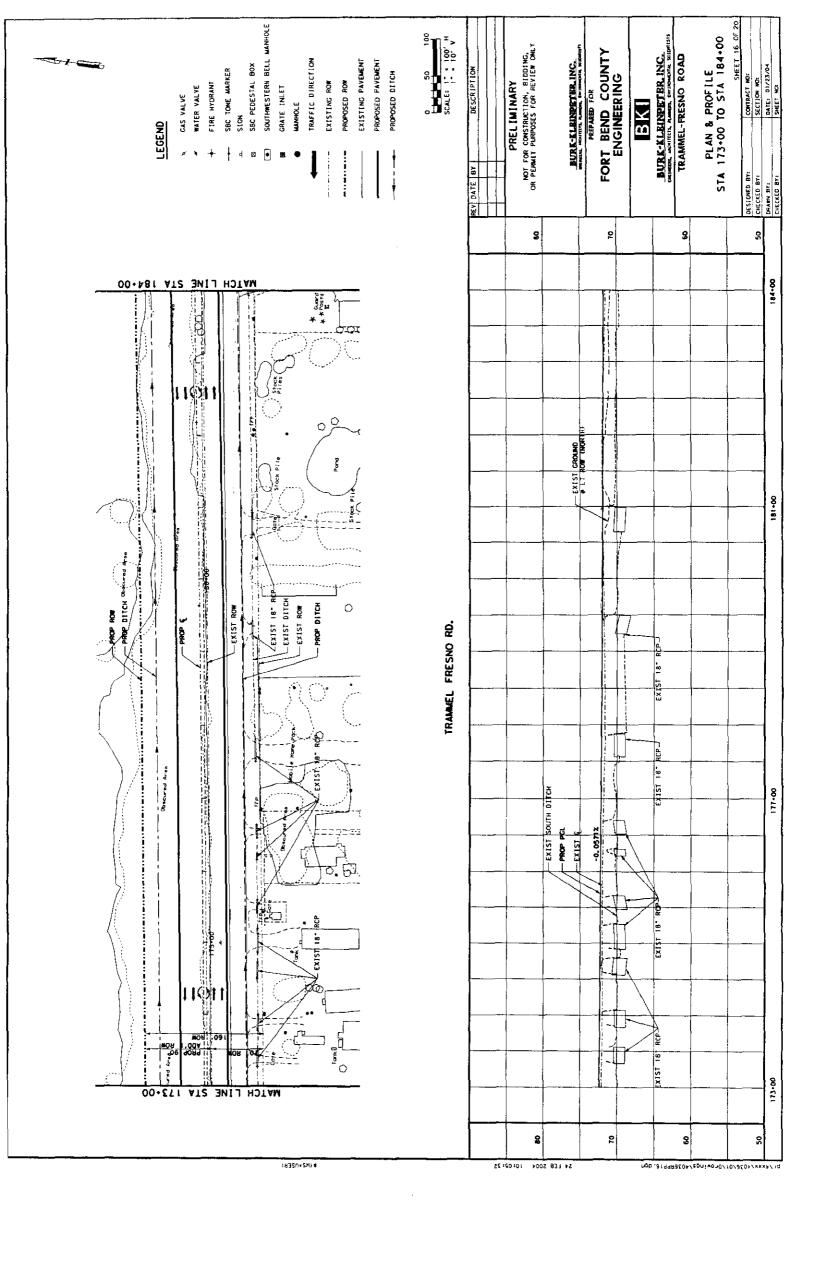


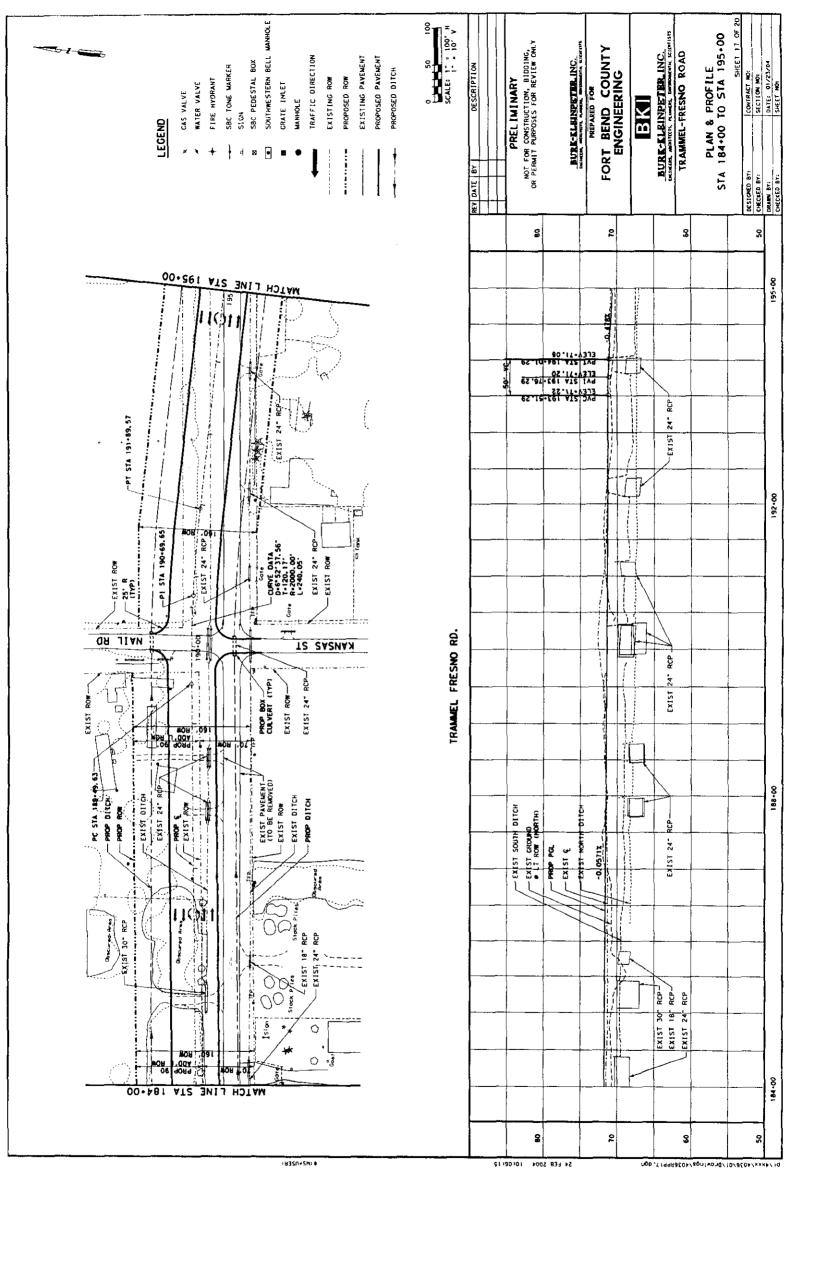


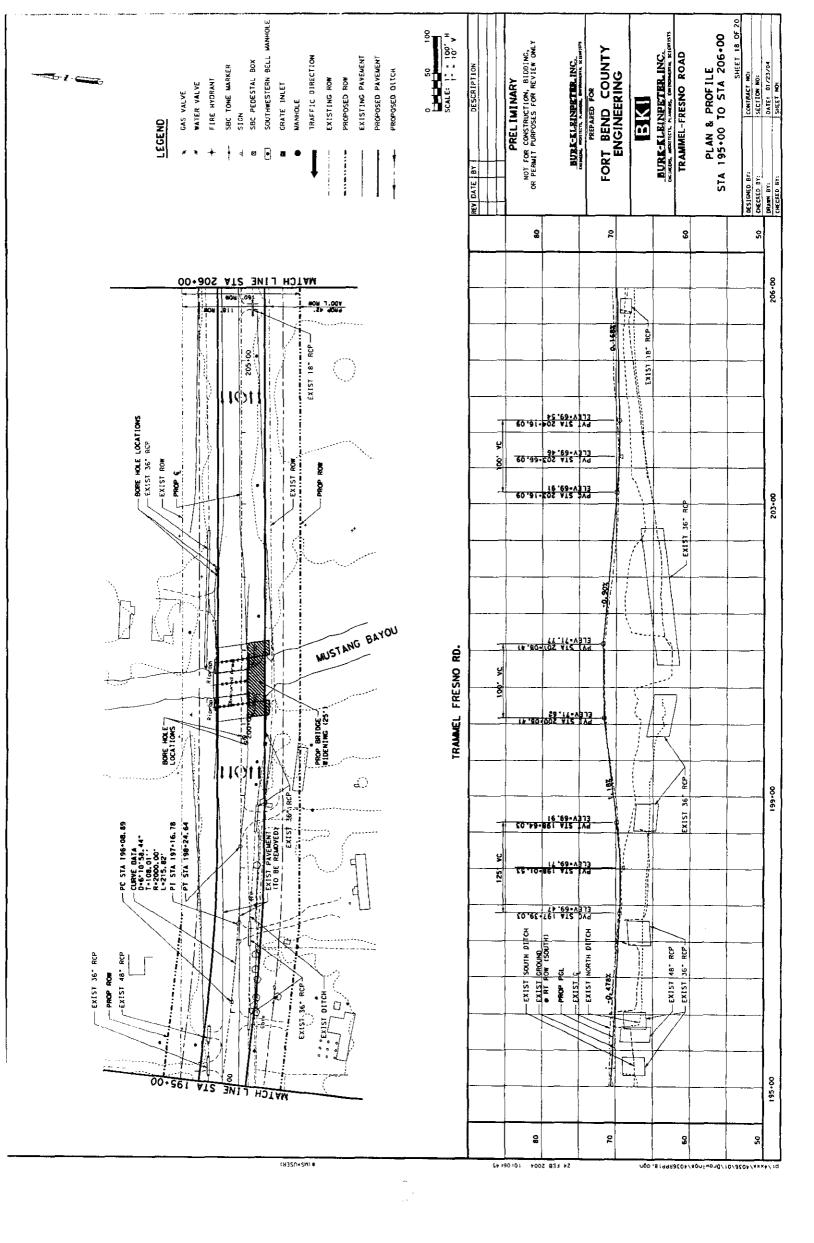


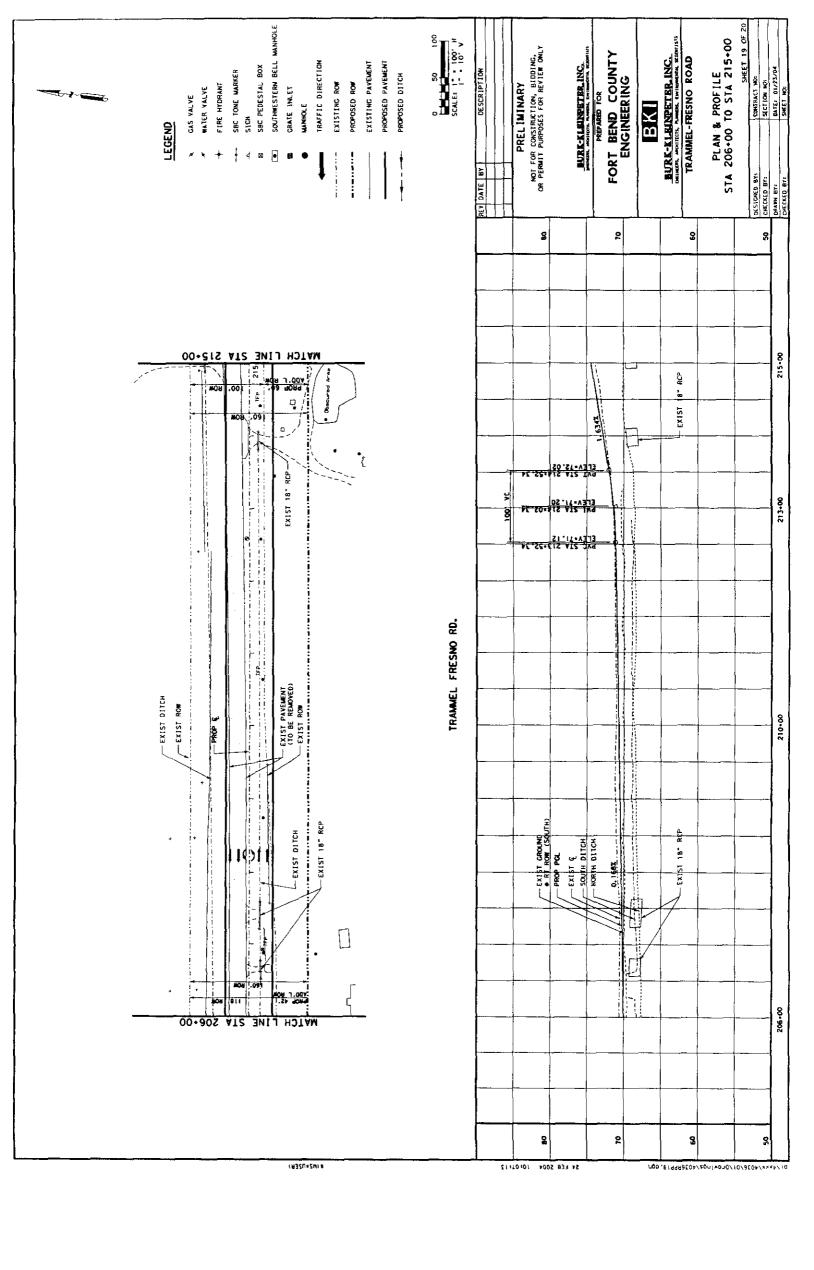


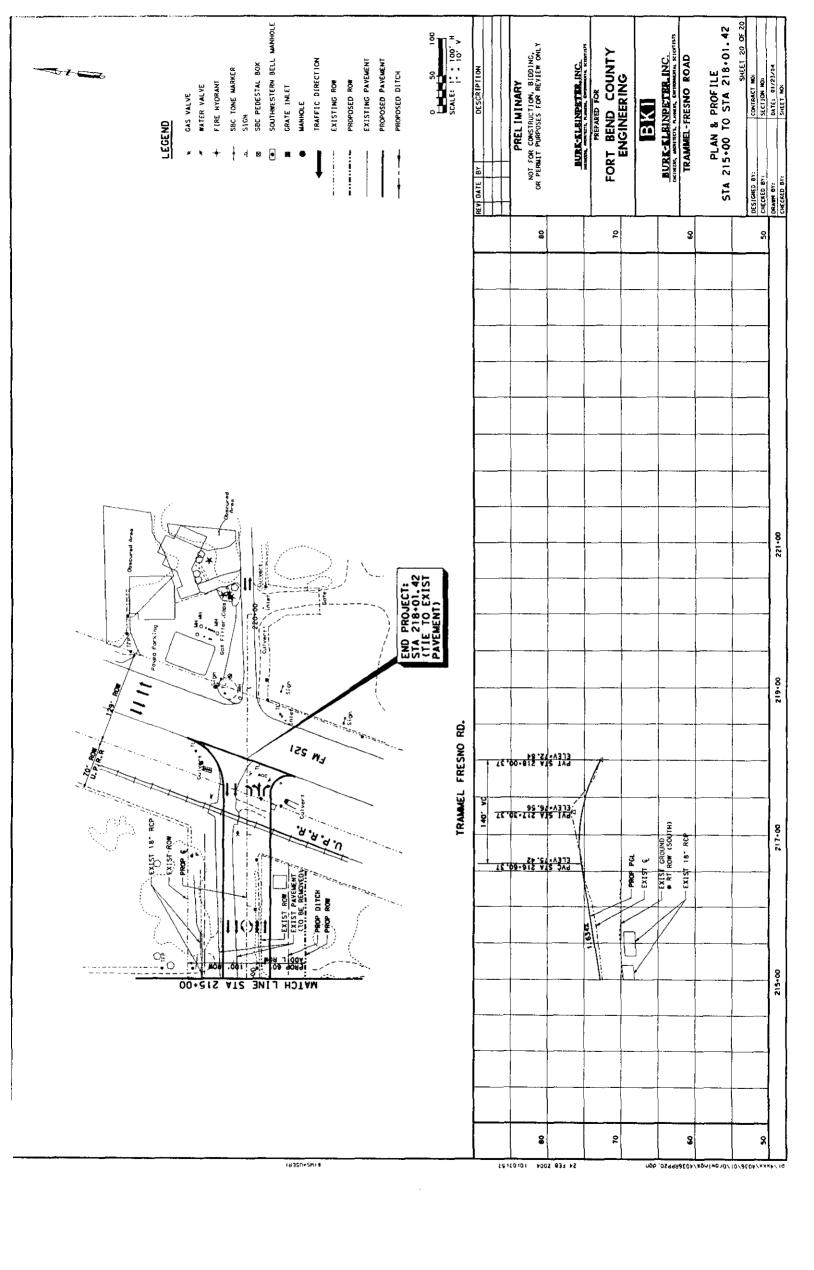


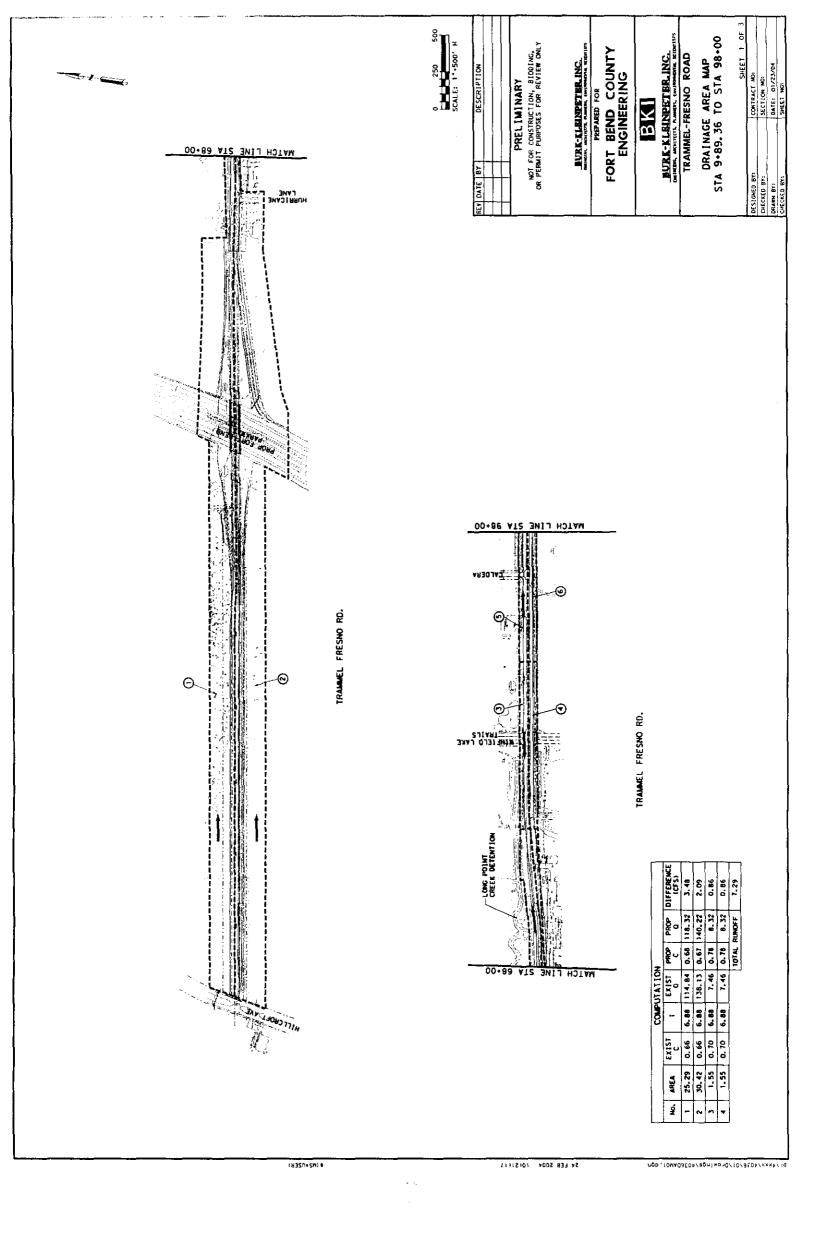


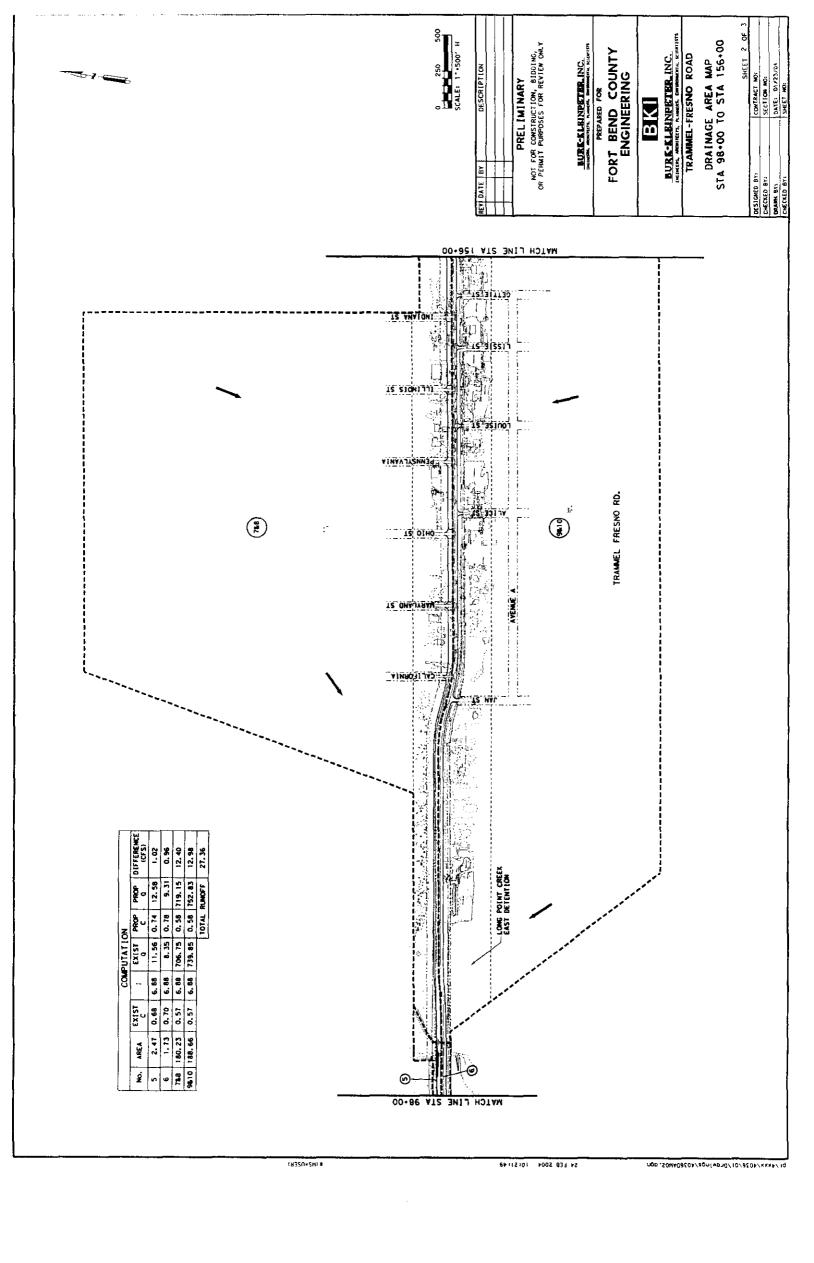


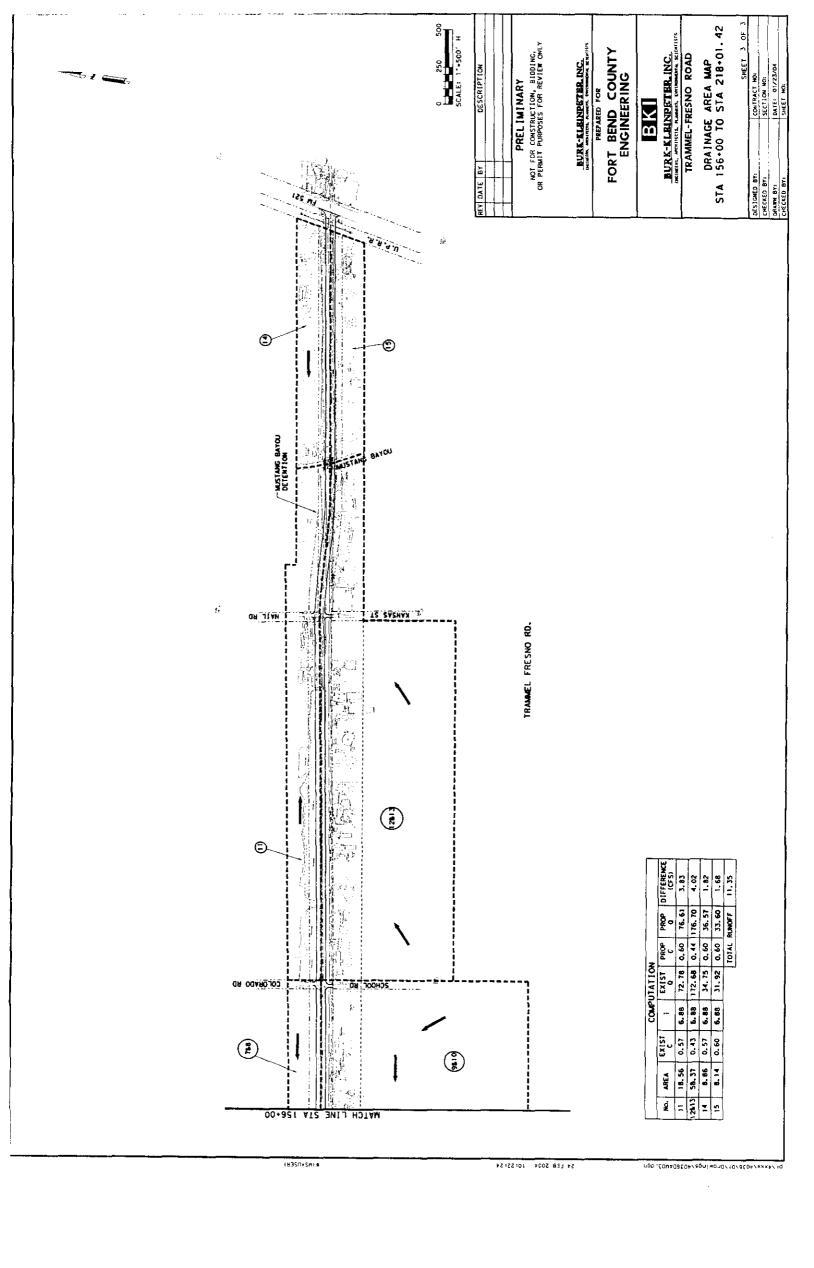


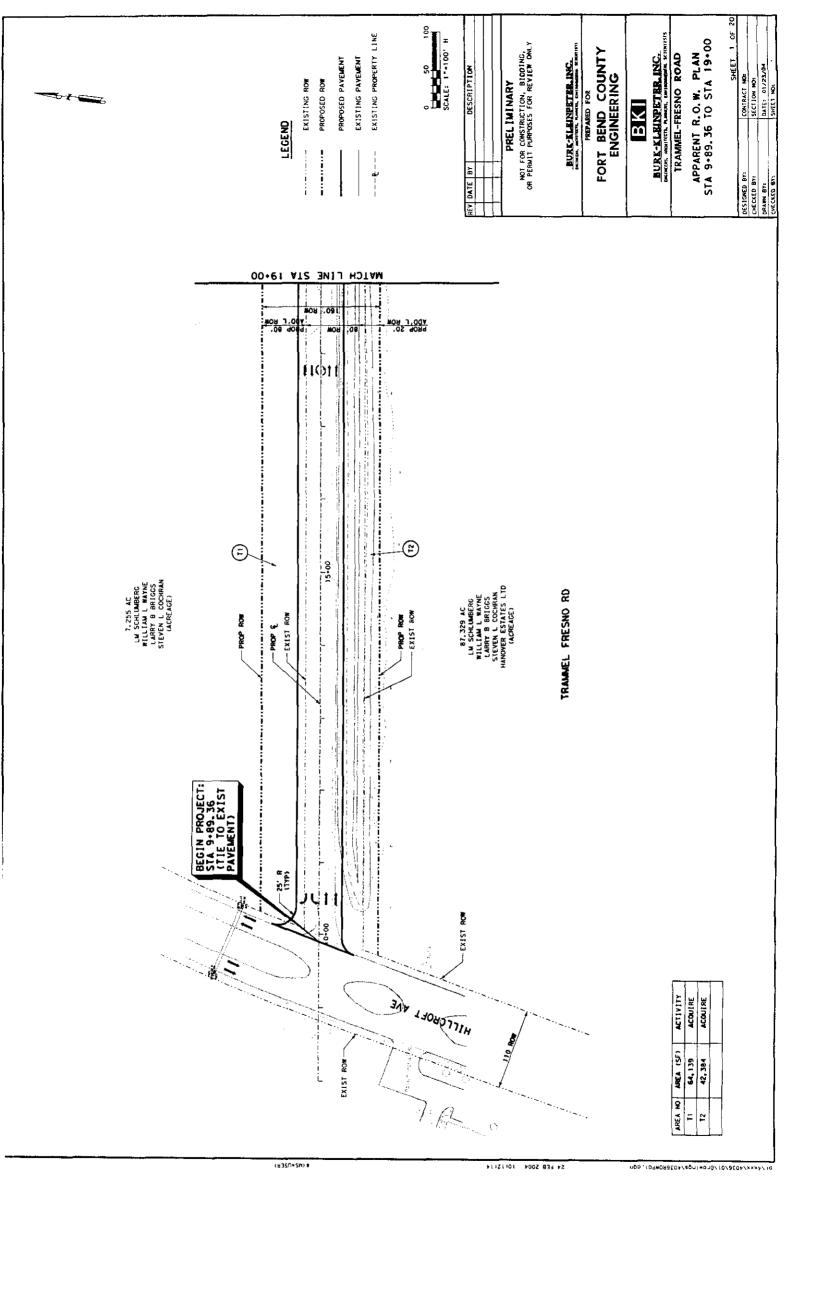












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63,1121 AC VICKSBURG ESTATES (ACREAGE) 87.329 AC
LA SCHLUBARERG
WILLIAM L WAYNE
LARRY B BRIGGS
STEVEN L COCHRAN
HANDYER ESTATES LTD
(ACREAGE)

0 50 100 SCALE: 1"\*100' H

DESCRIPTION

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES FOR REVIEW ONLY

PREL IMINARY

BURK-KLRINGETER INC.

FORT BEND COUNTY ENGINEERING

EXISTING PROPERTY LINE

EXISTING PAVEMENT

PROPOSED PAYEMENT

EXISTING ROW PROPOSED ROW

LEGEND

	T-			
ACTIVITY	ACOUINE	ACOUIRE	ACOU! RE	
AREA (SF)	64,139	42, 384	93,800	
AREA NO	IJ	12	13	

BURK-KILBINDETER INC.
FREIGGE, ACHIETES, SAMPER, BURGACHIA, STOPTISS
TRAMMEL-FRESNO ROAD

BK-

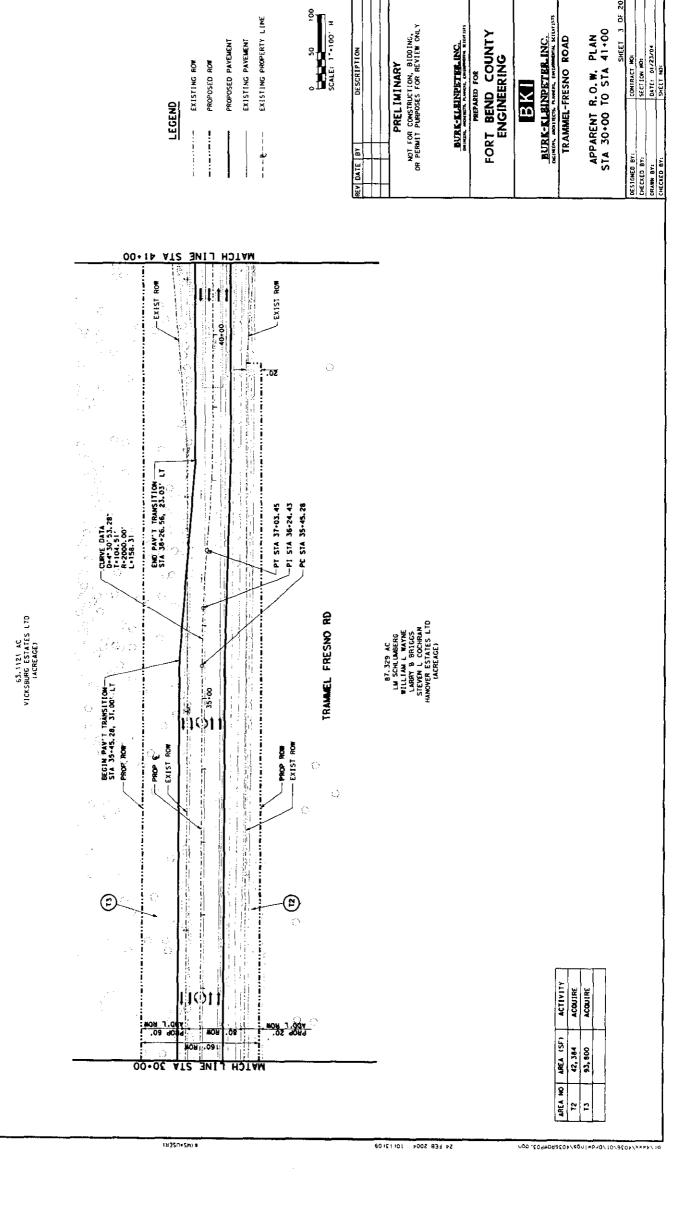
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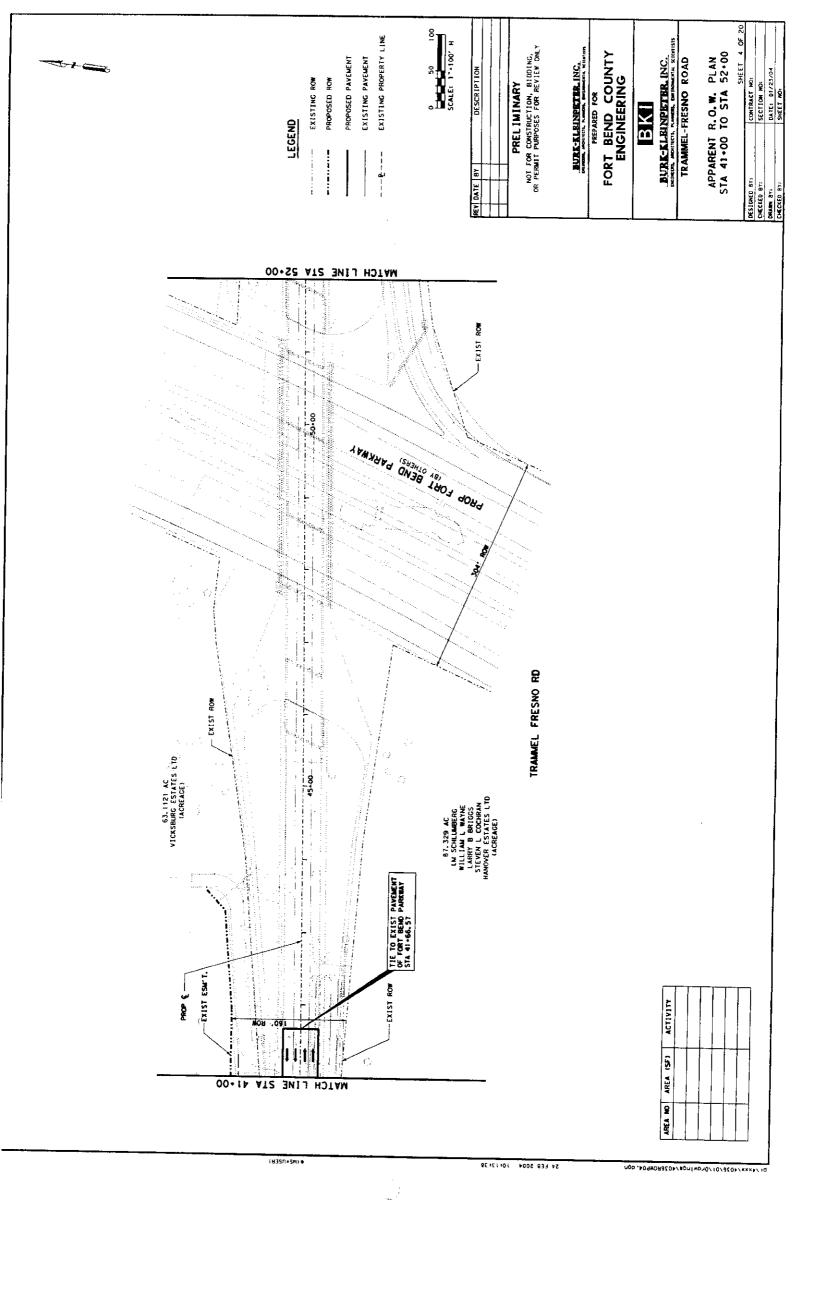
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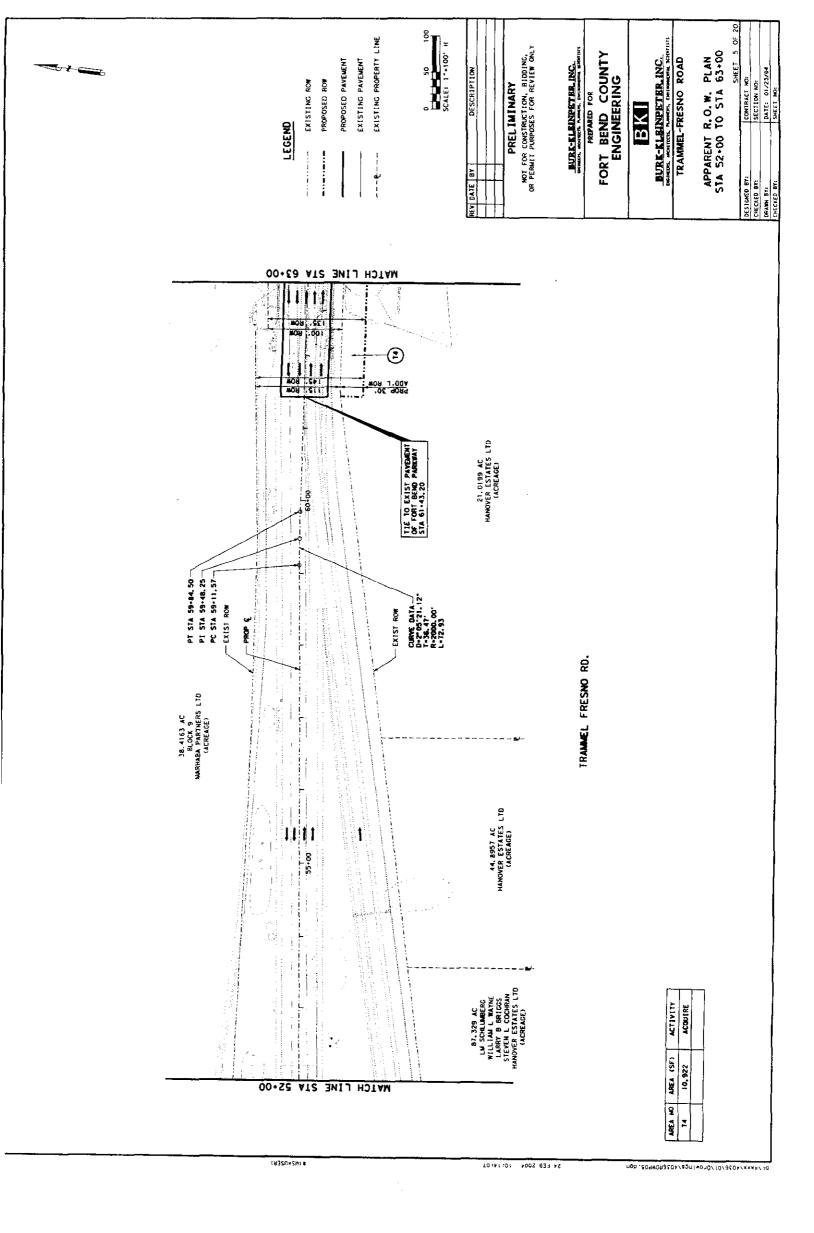
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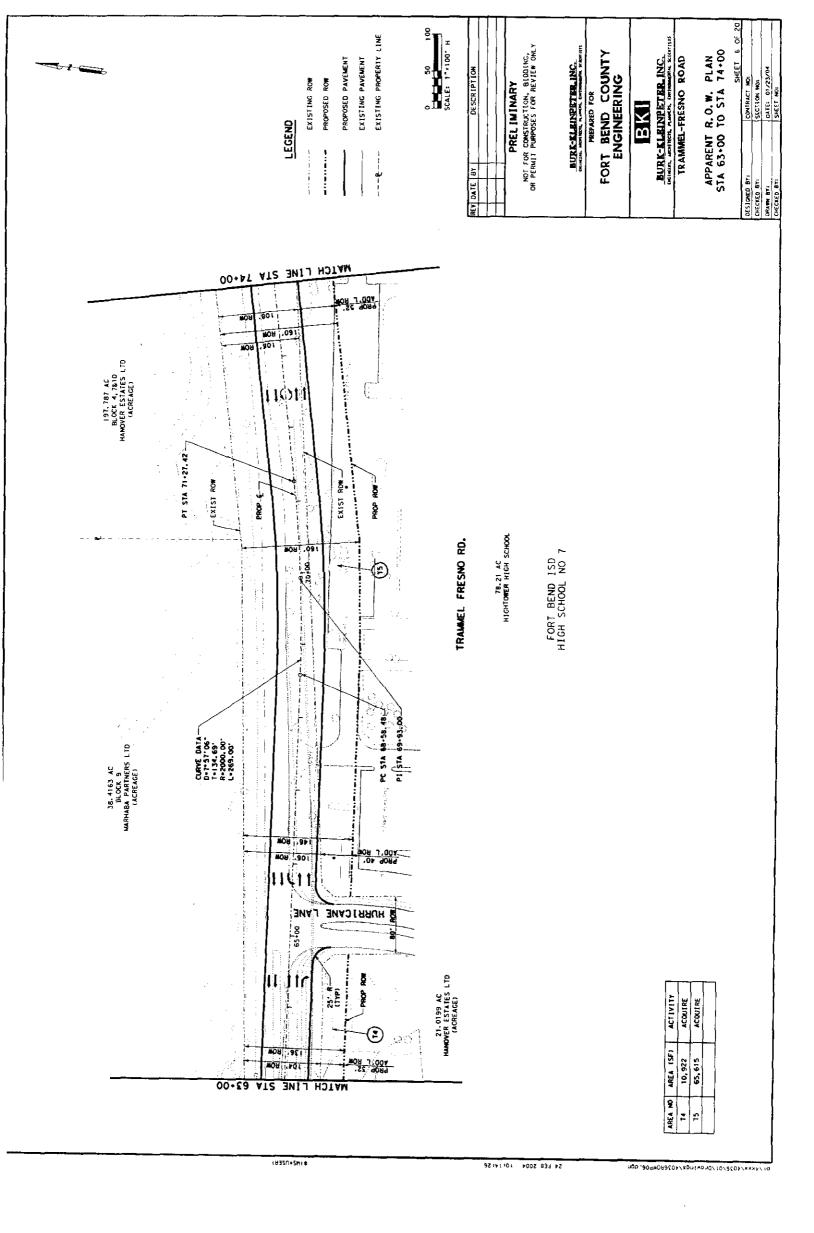
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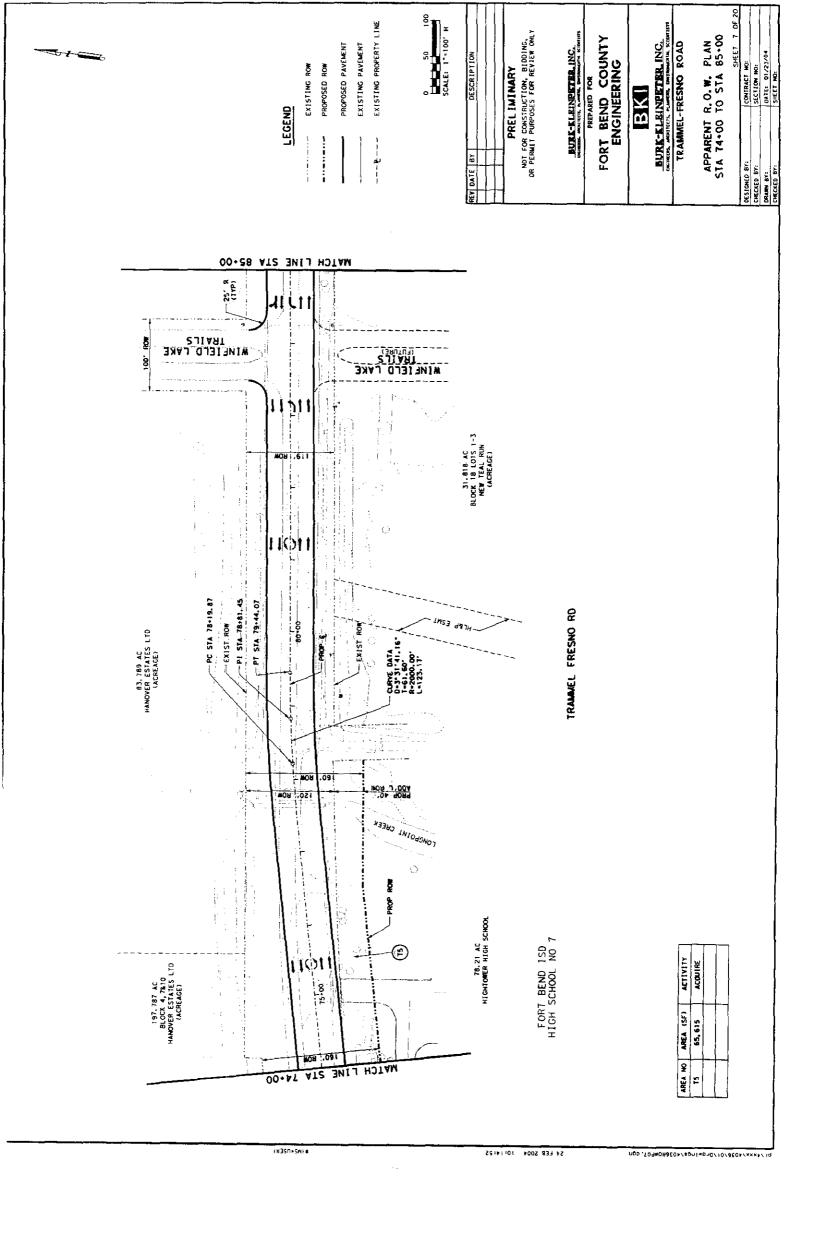
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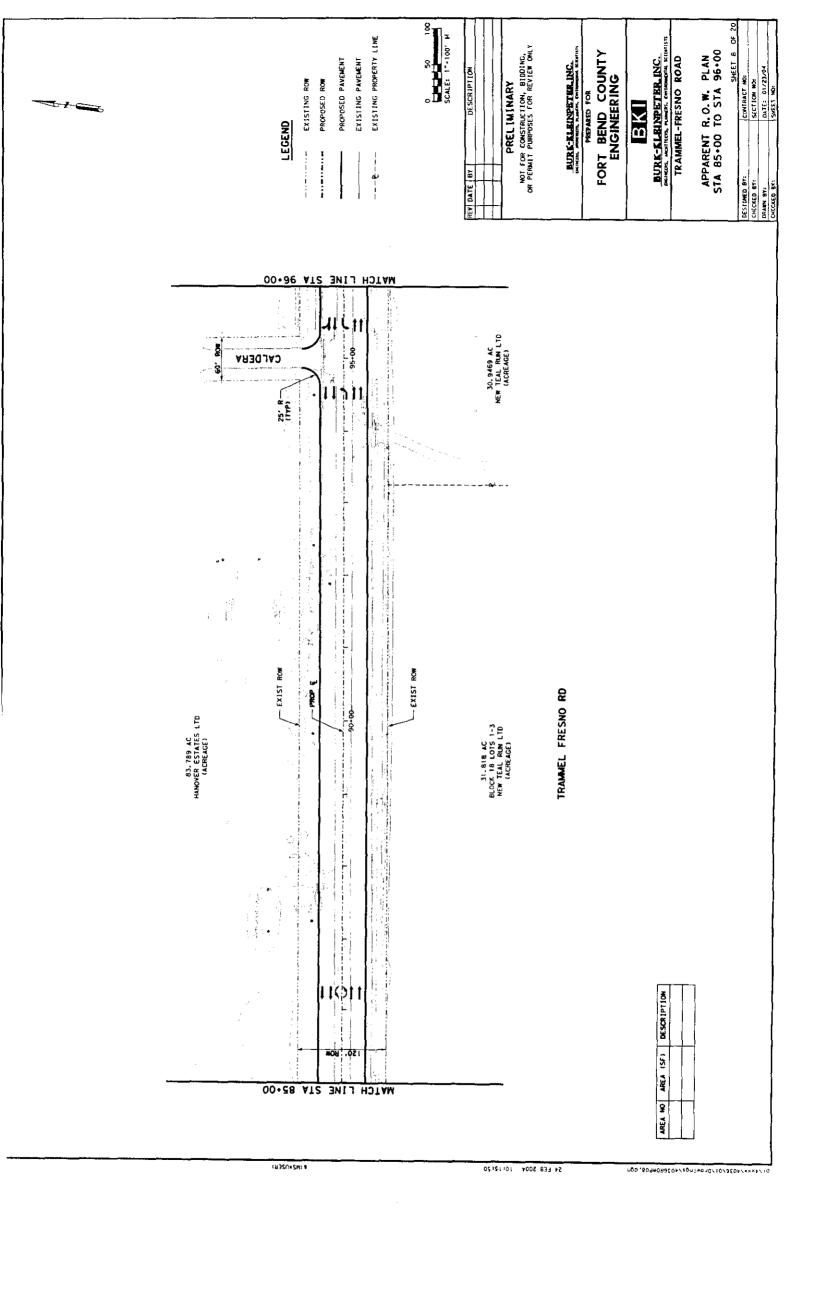


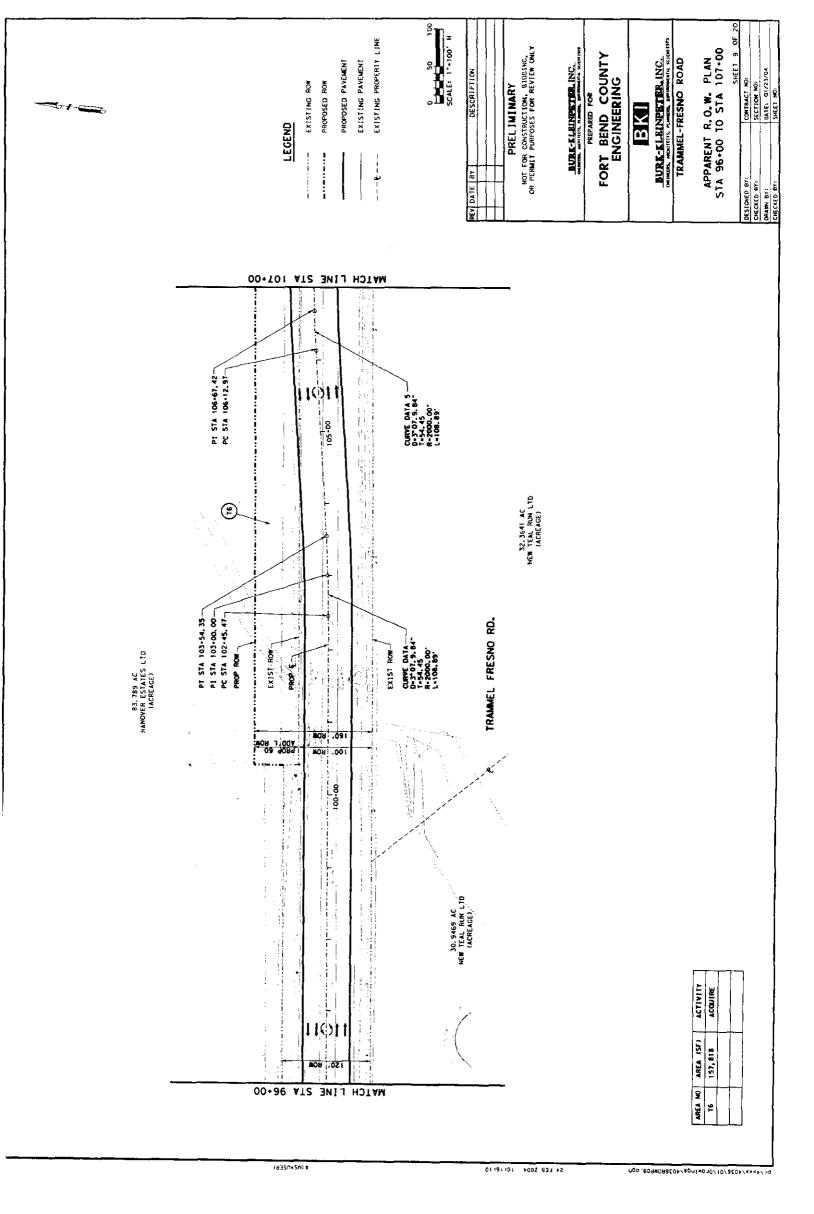


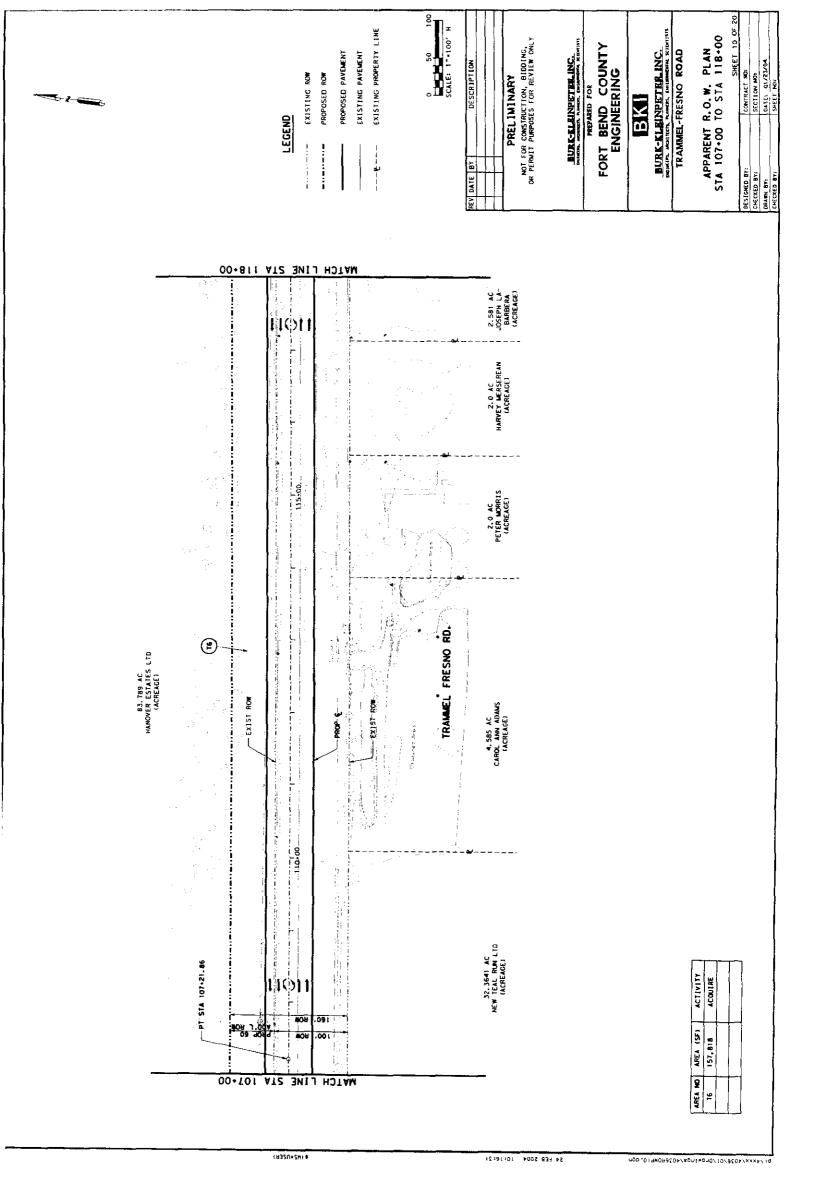


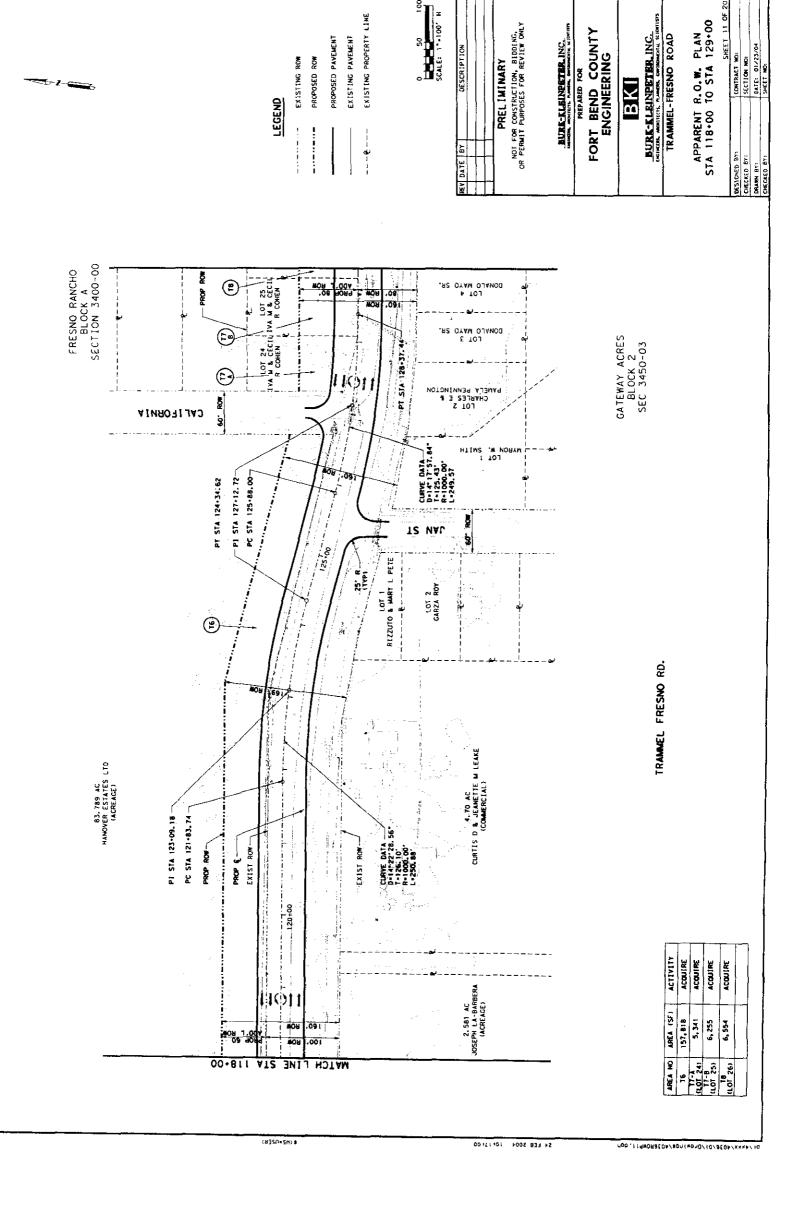


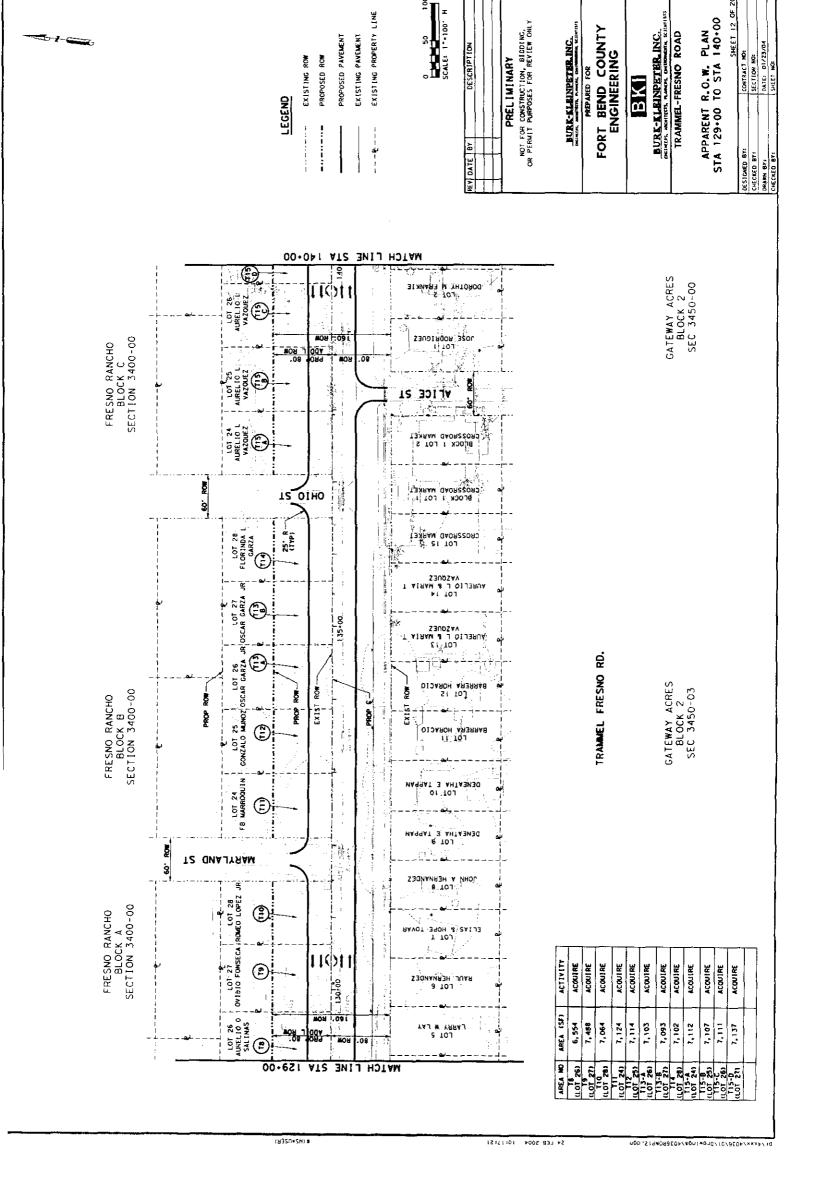


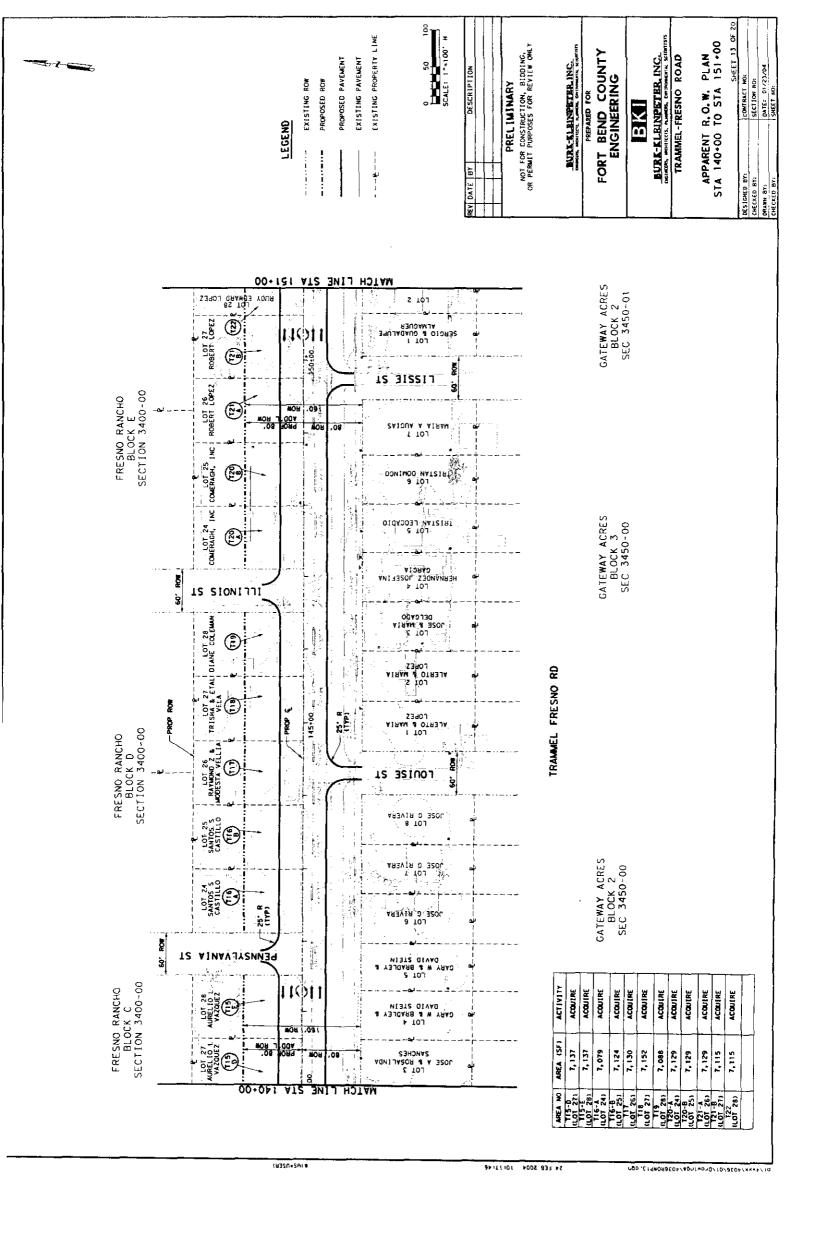


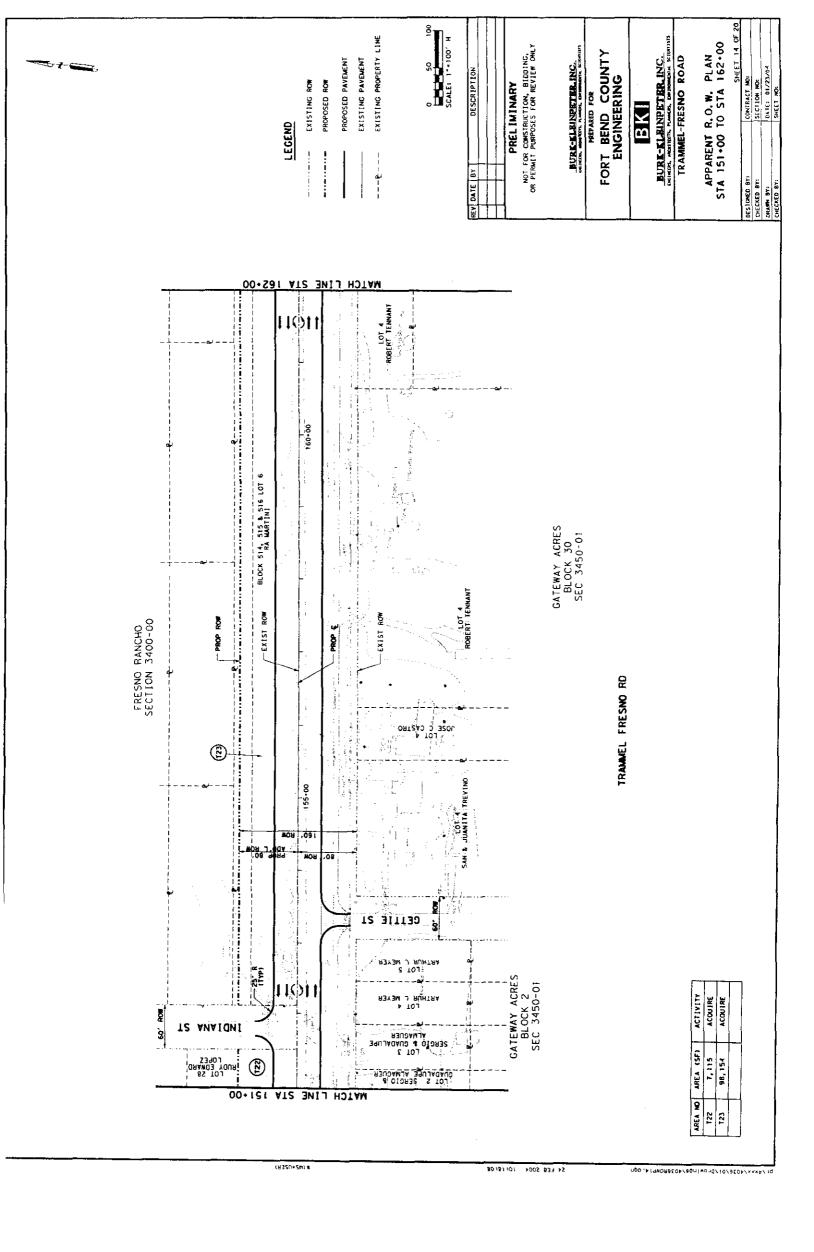


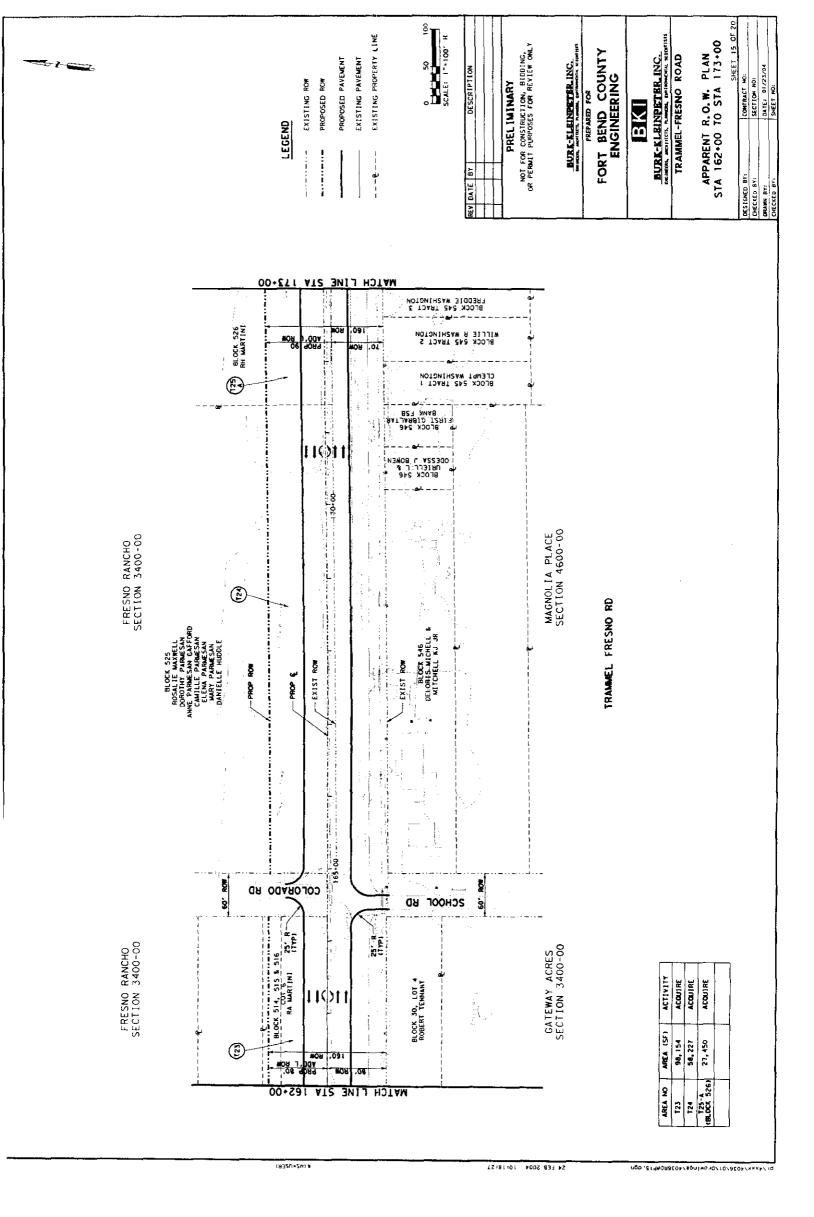


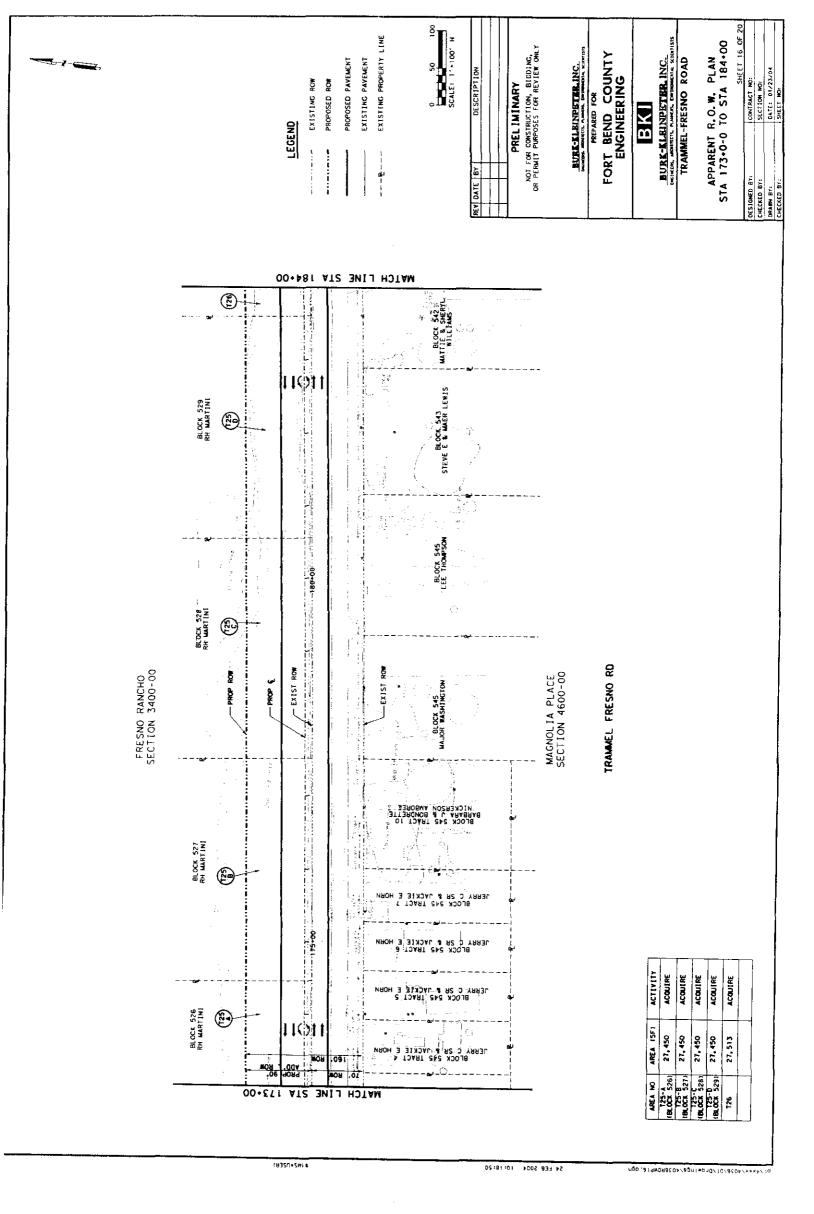


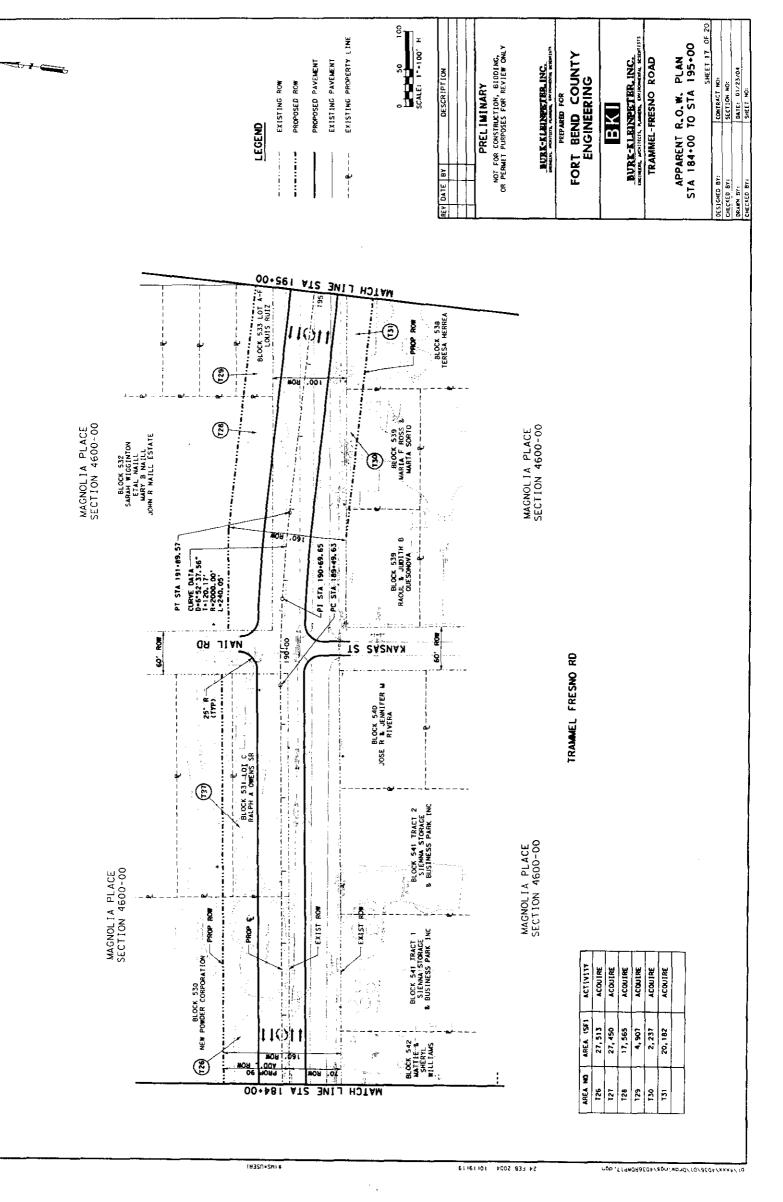


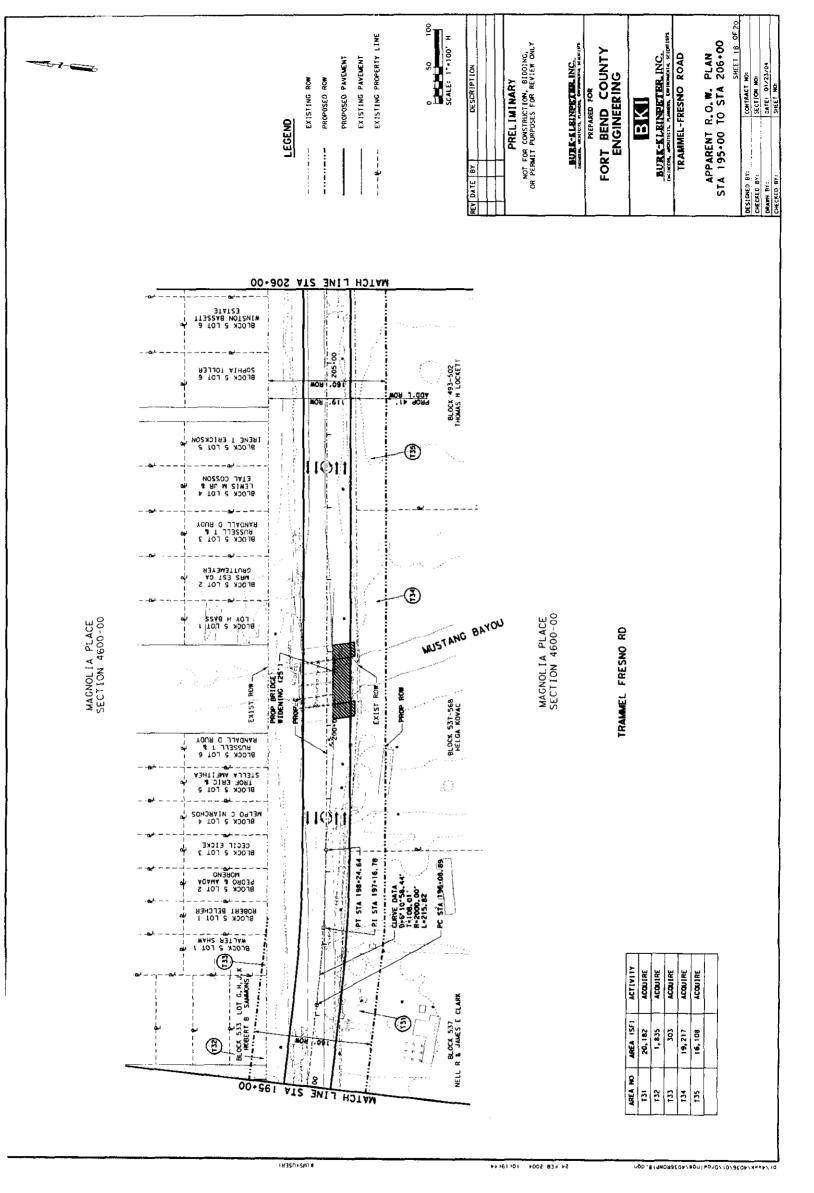


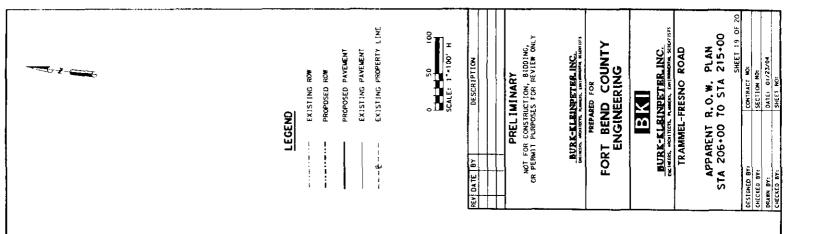


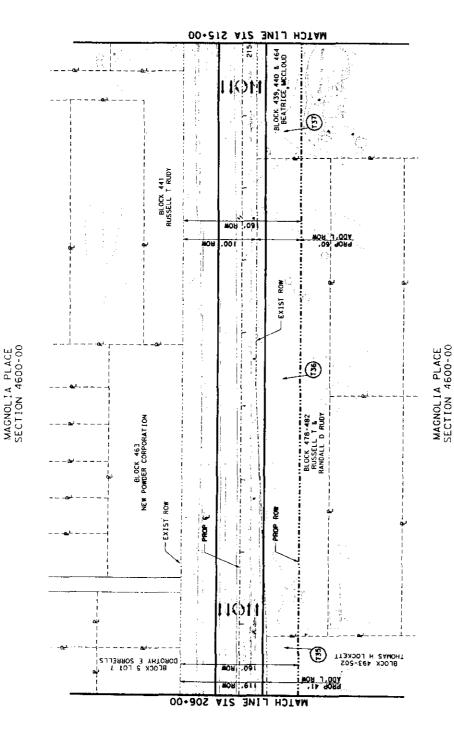




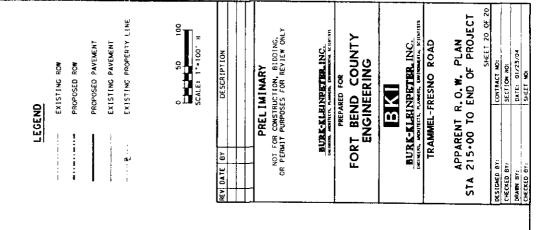


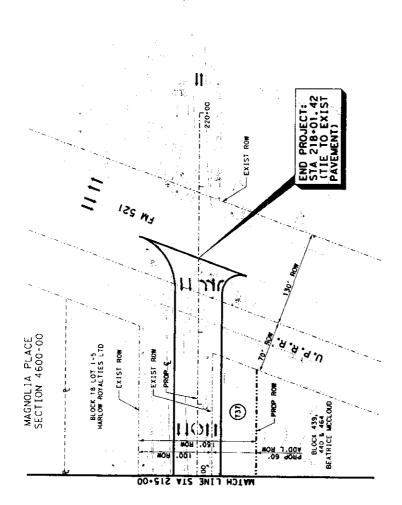






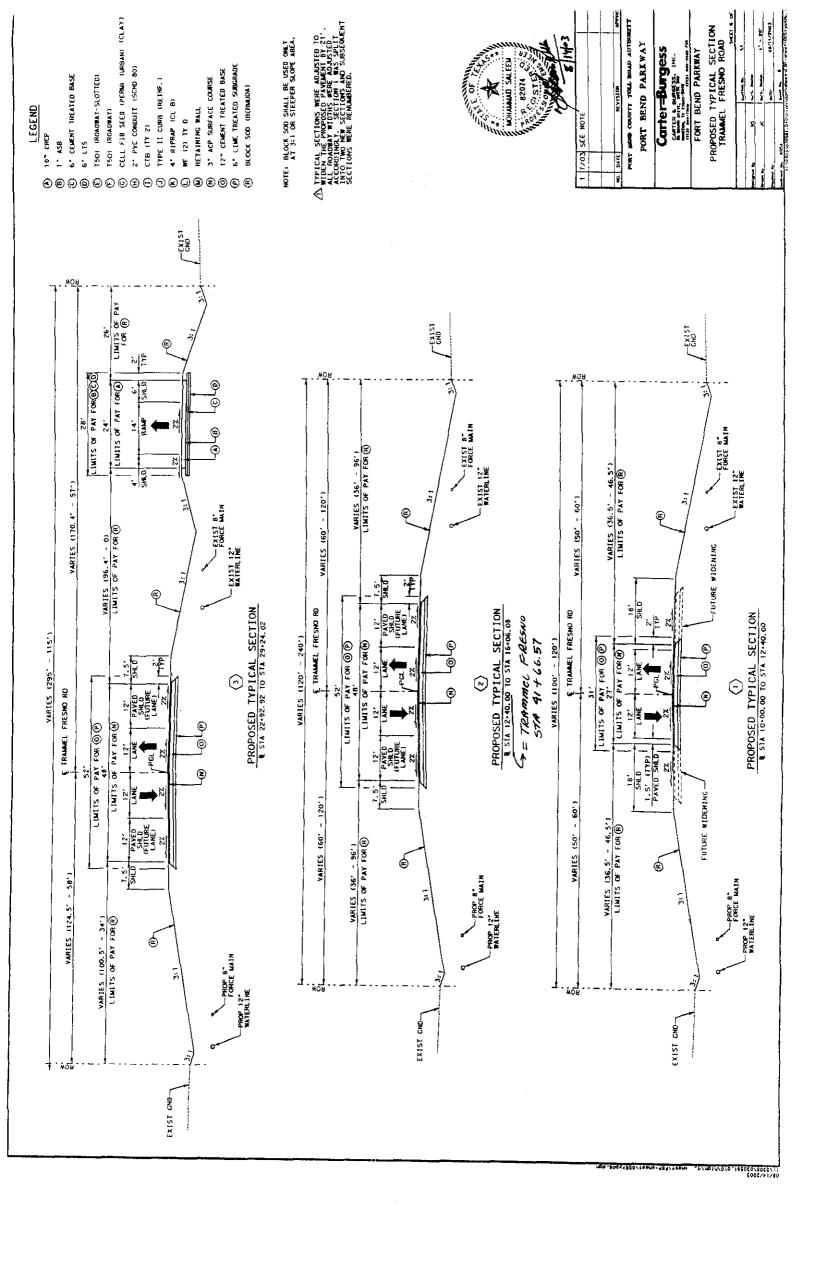
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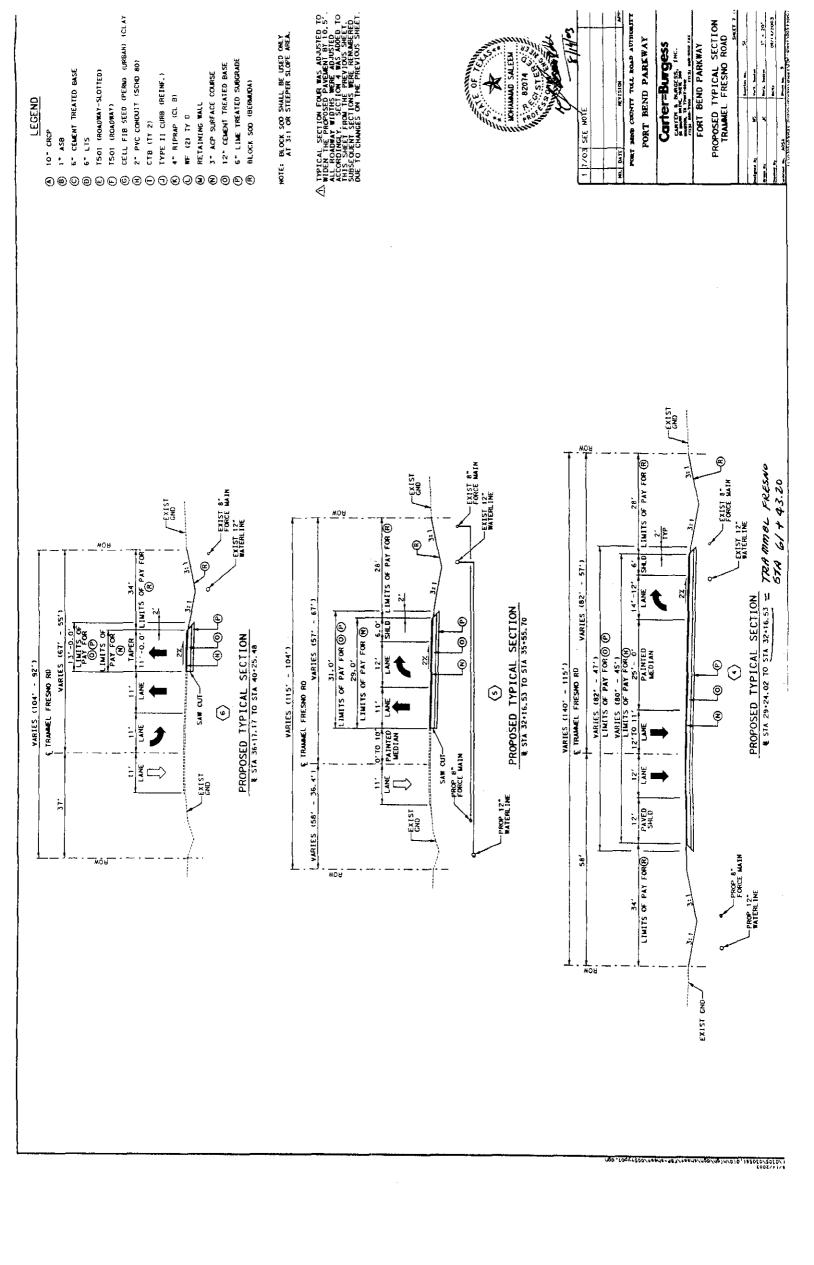


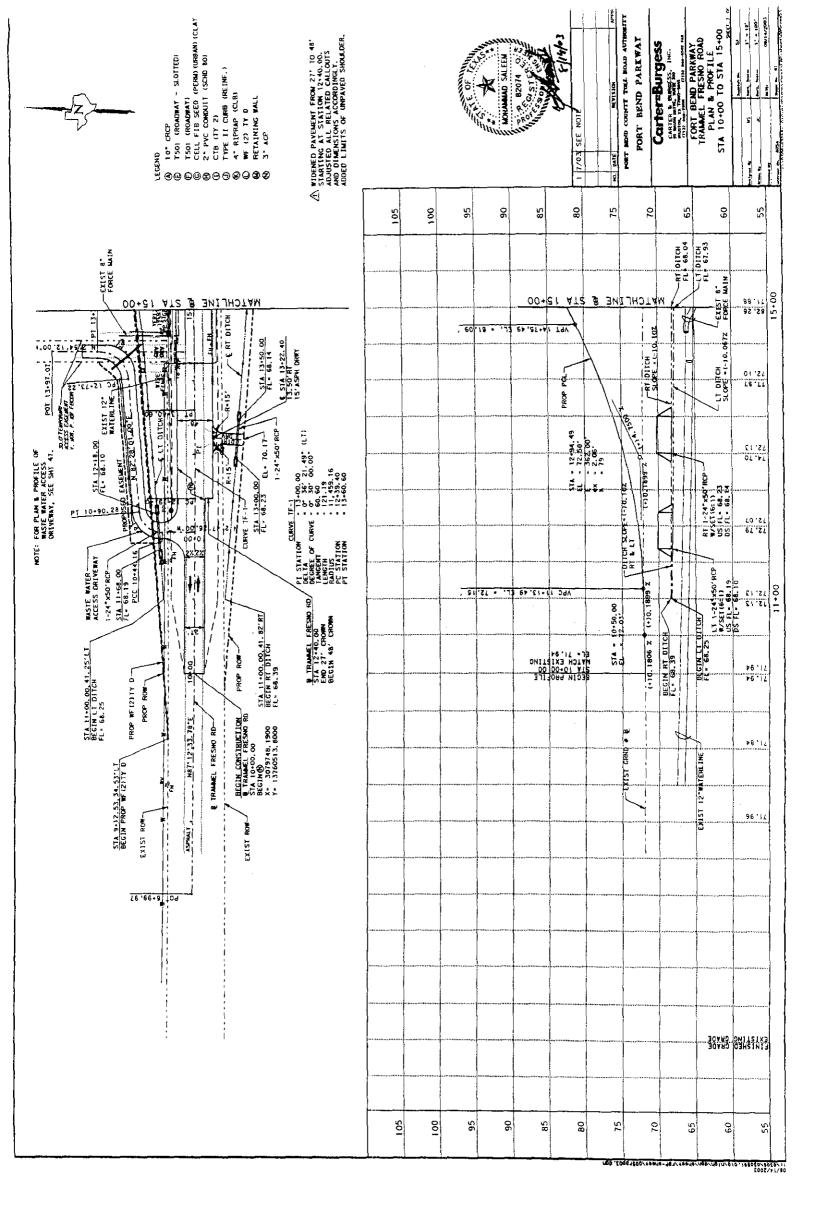


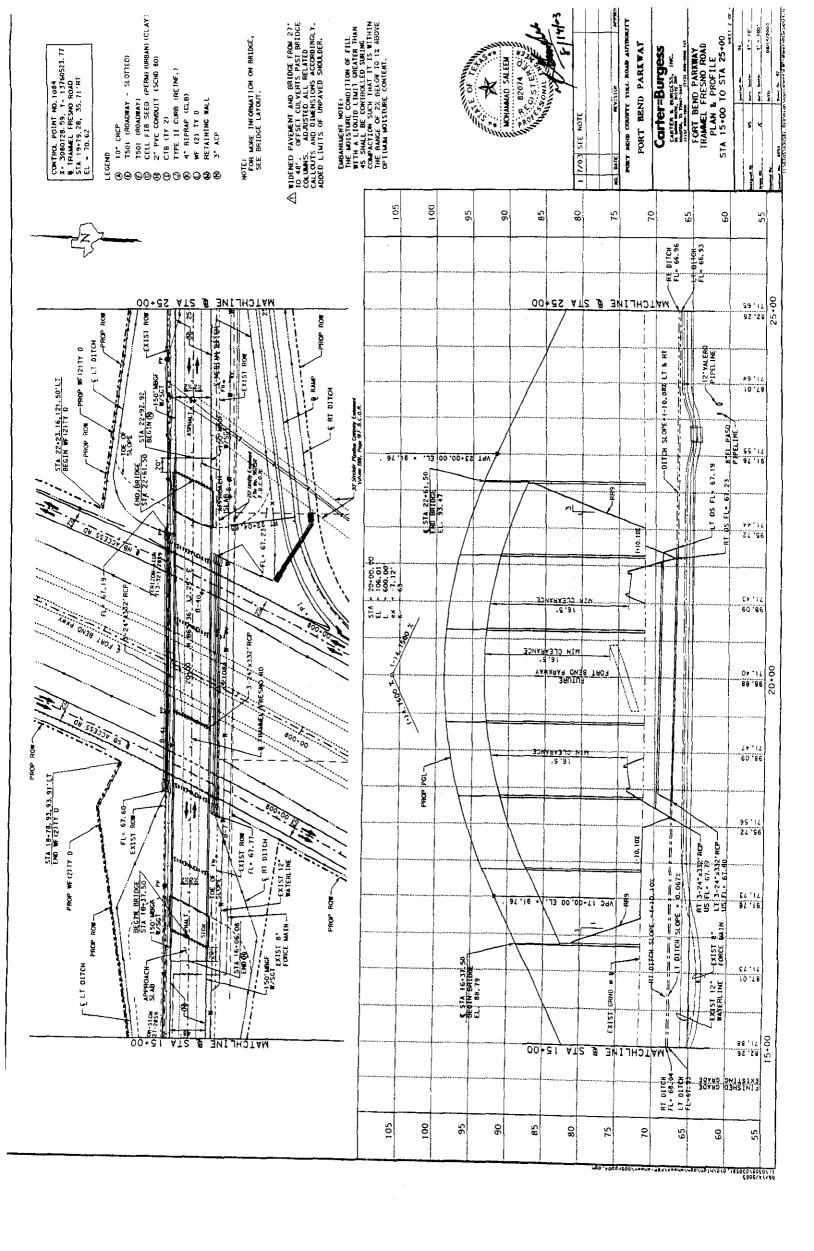
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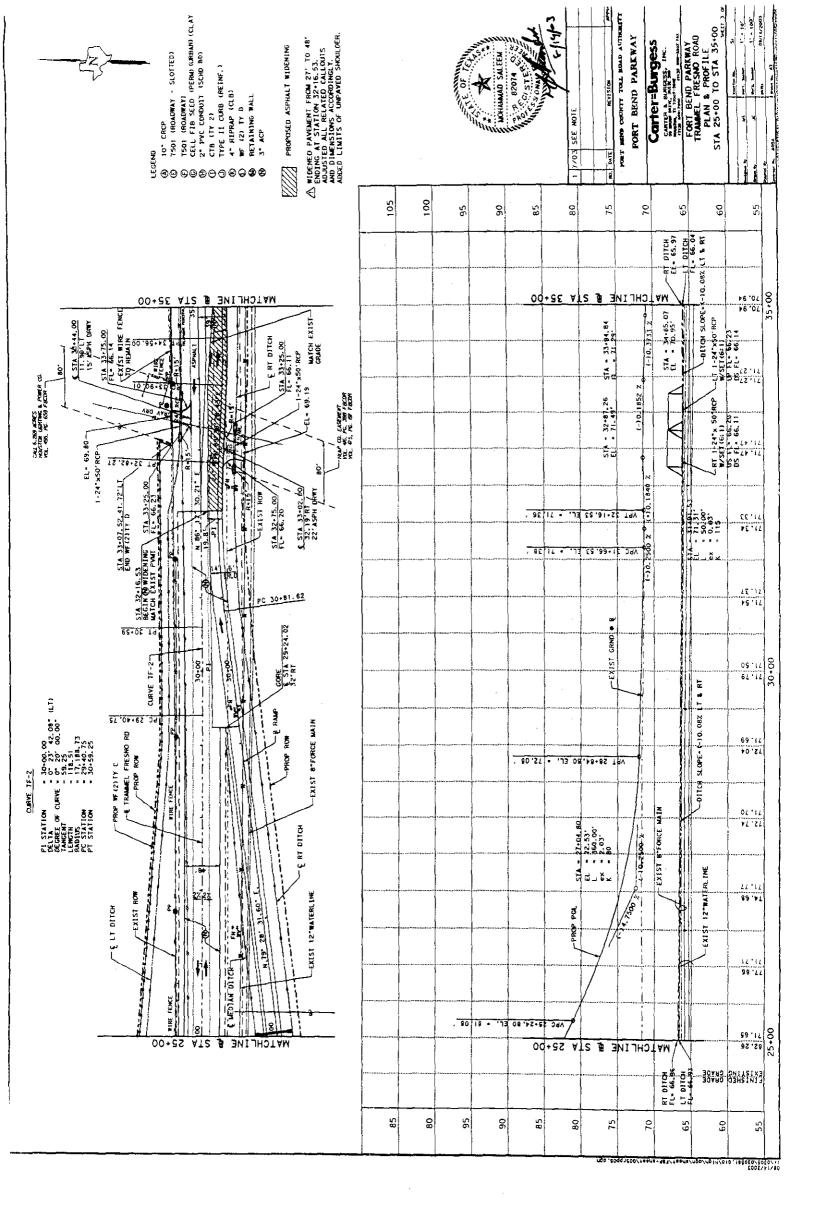
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AREA (SF)	19,150	
AREA NO	137	

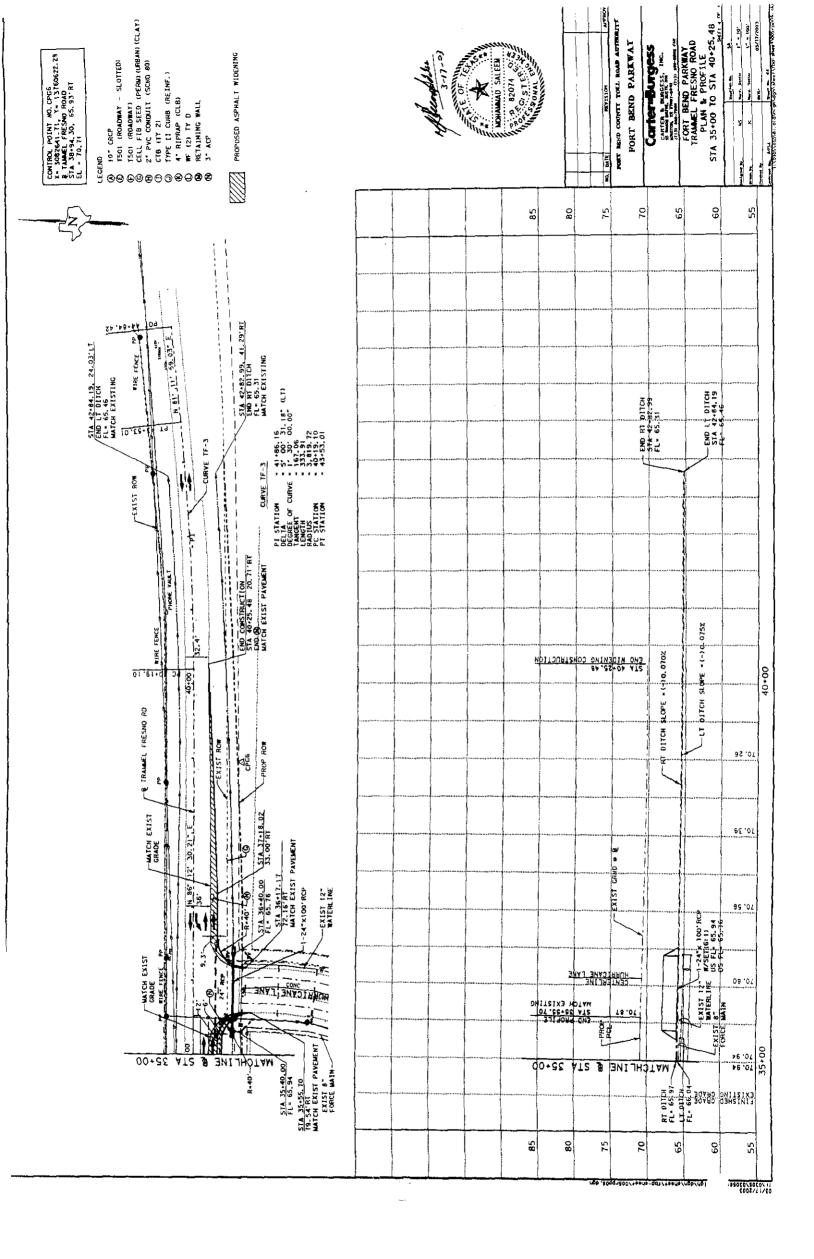


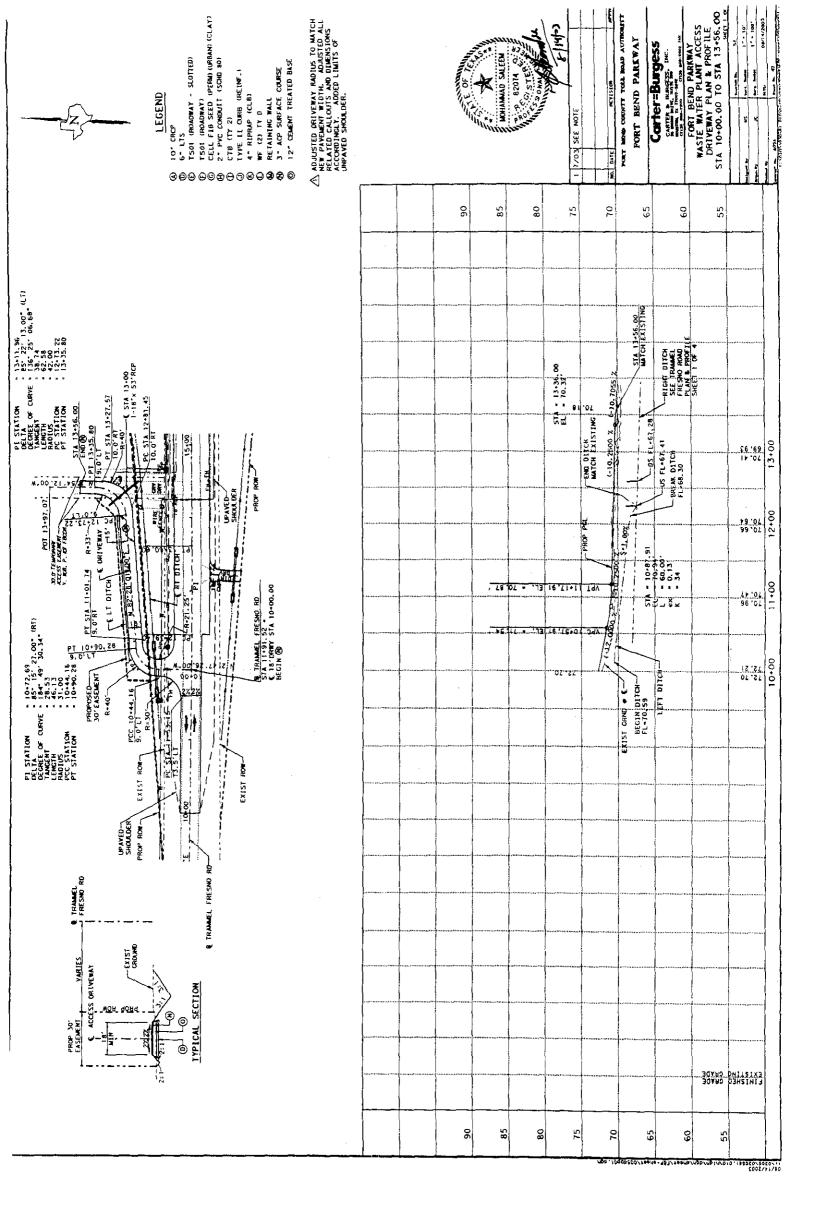


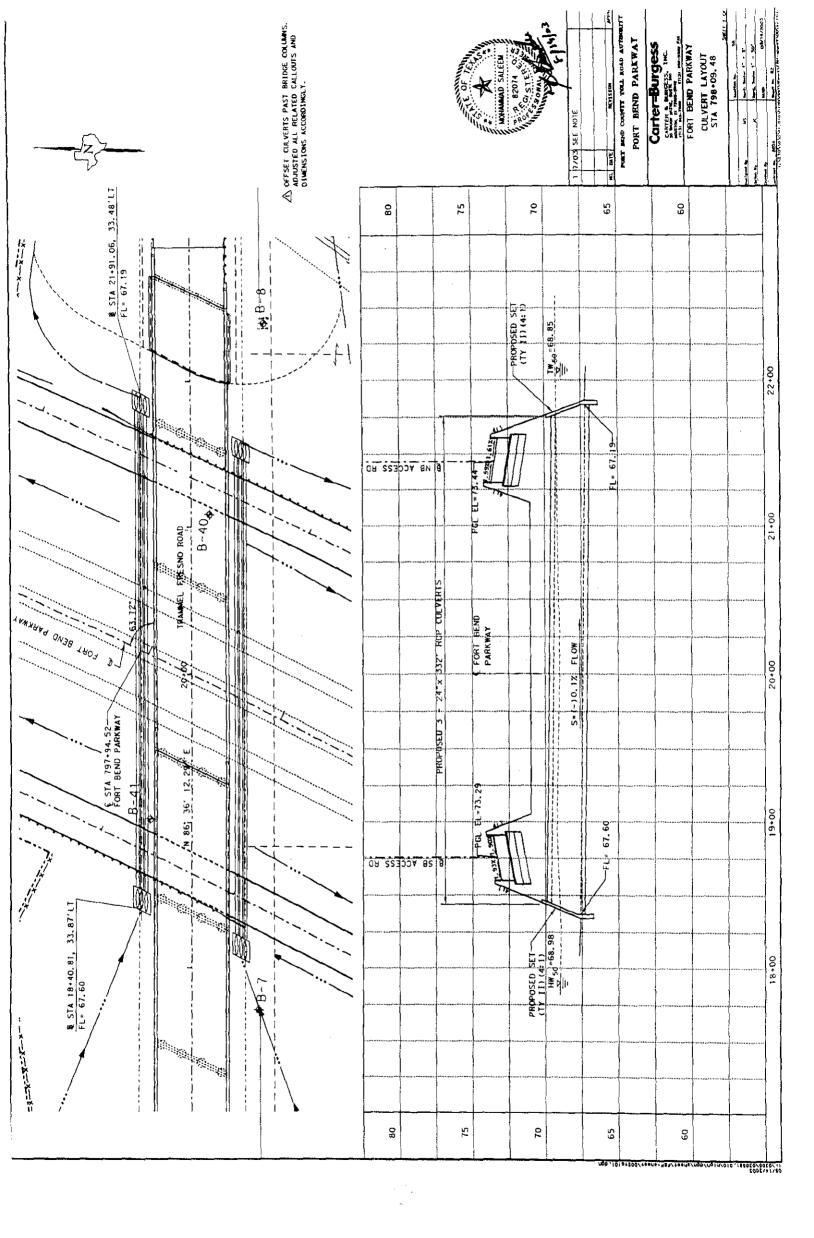


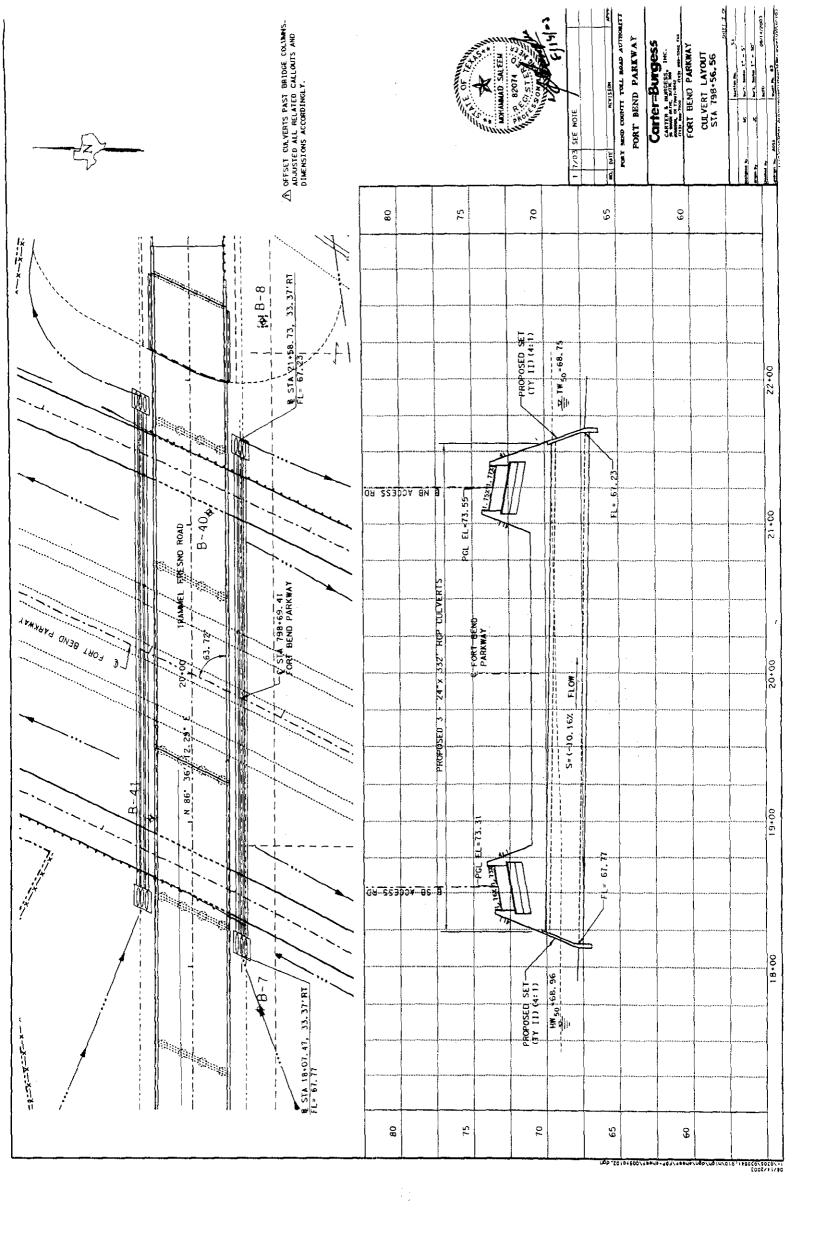


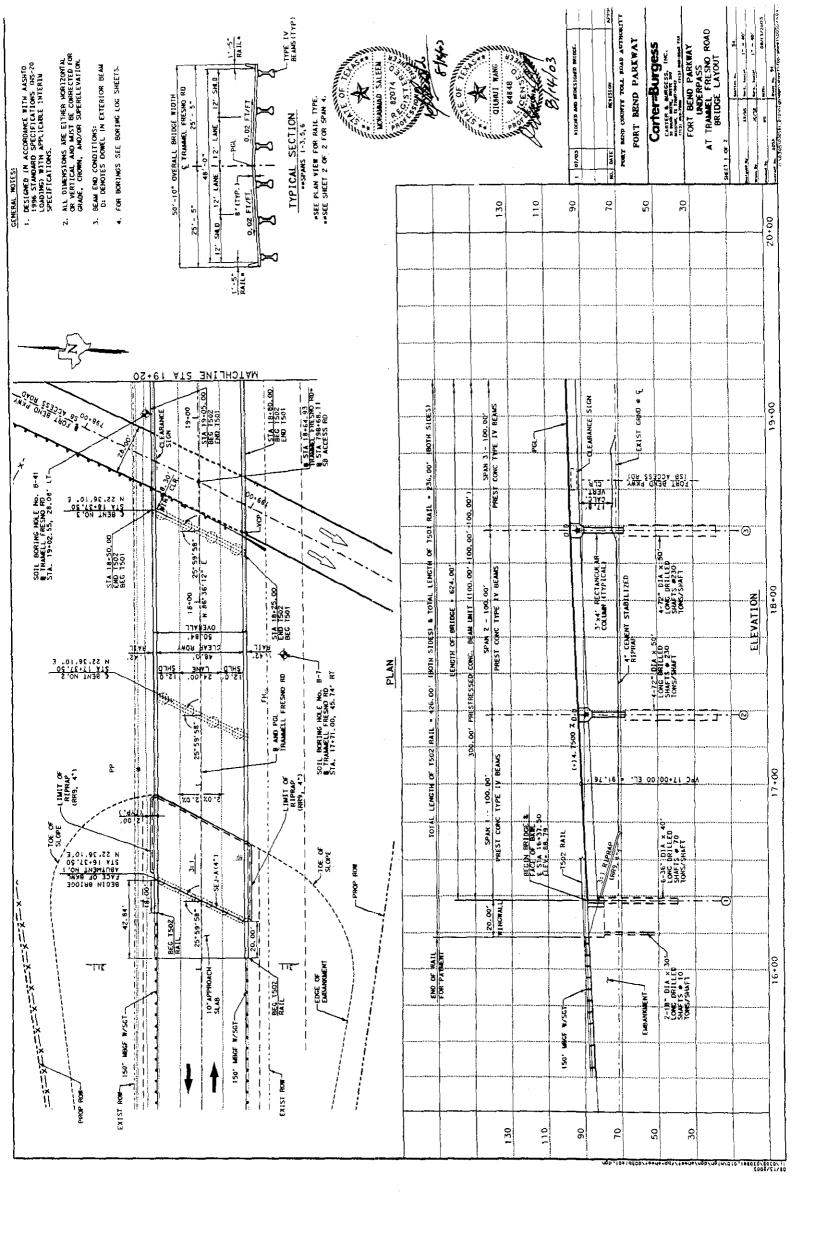


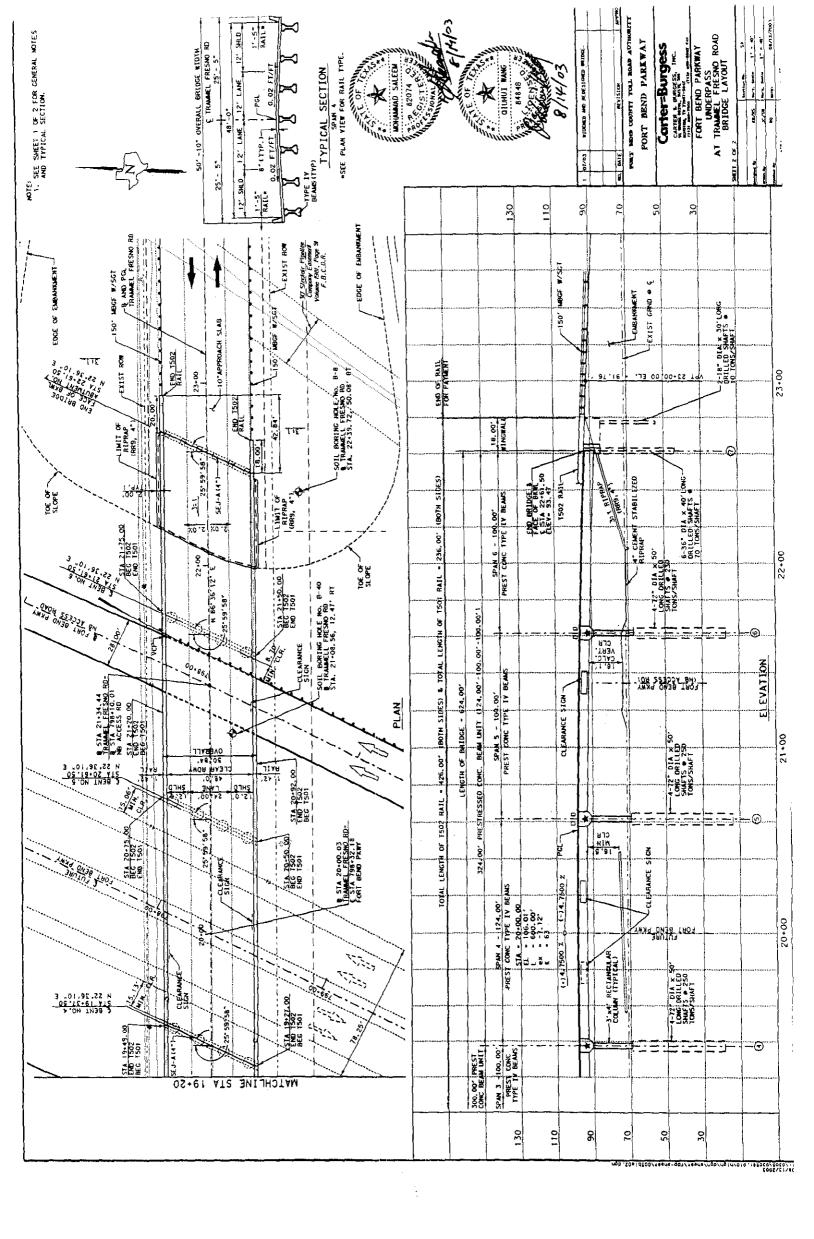












NDEX OF SHEETS

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SEE SHEET 2

DESCRIPTION

DEPARTMENT OF TRANSPORTATION STATE OF TEXAS

0912-34-053

THE ASSESSED OF

BR \$4100910X

6 TEXAS COMP

DESIGN SPEED = 60 MPH

STATE HIGHWAY IMPROVEMENT PLANS OF PROPOSED

FEDERAL AID PROJECT BR 94(009)0X CONTROL NO. 0912-34-053

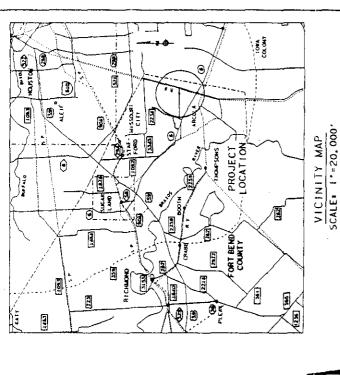
TRAMMEL FRESNO RD FORT BEND COUNTY

LIMITS: AT MUSTANG BAYOU

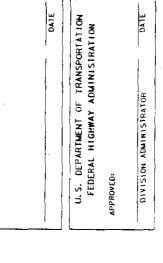
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TOTAL = 489.50 FT = 0.092 MI

FACILITY AND APPROACHES CONSISTING OF GRADING, STRUCTURES, BASE, SURFACING, SIGNING, AND PAVEMENT MARKINGS FOR THE CONSTRUCTION OF THE REPLACEMENT OF AN EXISTING BRIDGE







BEGIN BRIDGE STA=3+99, 50

CONT 0912-34-053

BEGIN PROJECT

(288)

52]

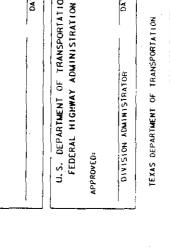
90

1876

SUGAR CAND MISSOUR

STAF -FORD (65)

STA 1.54.50





CONT 0912-34-053

STA 6+44.00 END PROJECT

FRESHO RD TRAIME

FORT PEND Secounty

ARCOL

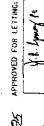
HOMP SONS

COPTENCTOR LE CARGONY CONST SHICK

28- 11 : 03748264

16TT E- C DATE: 5.95 MORE BEGIN : 8-45





B

Rey. 4/21/95

SCALE: I IN = 10,000 FT

FAR DIRECTOR, DESIGN DIVISION

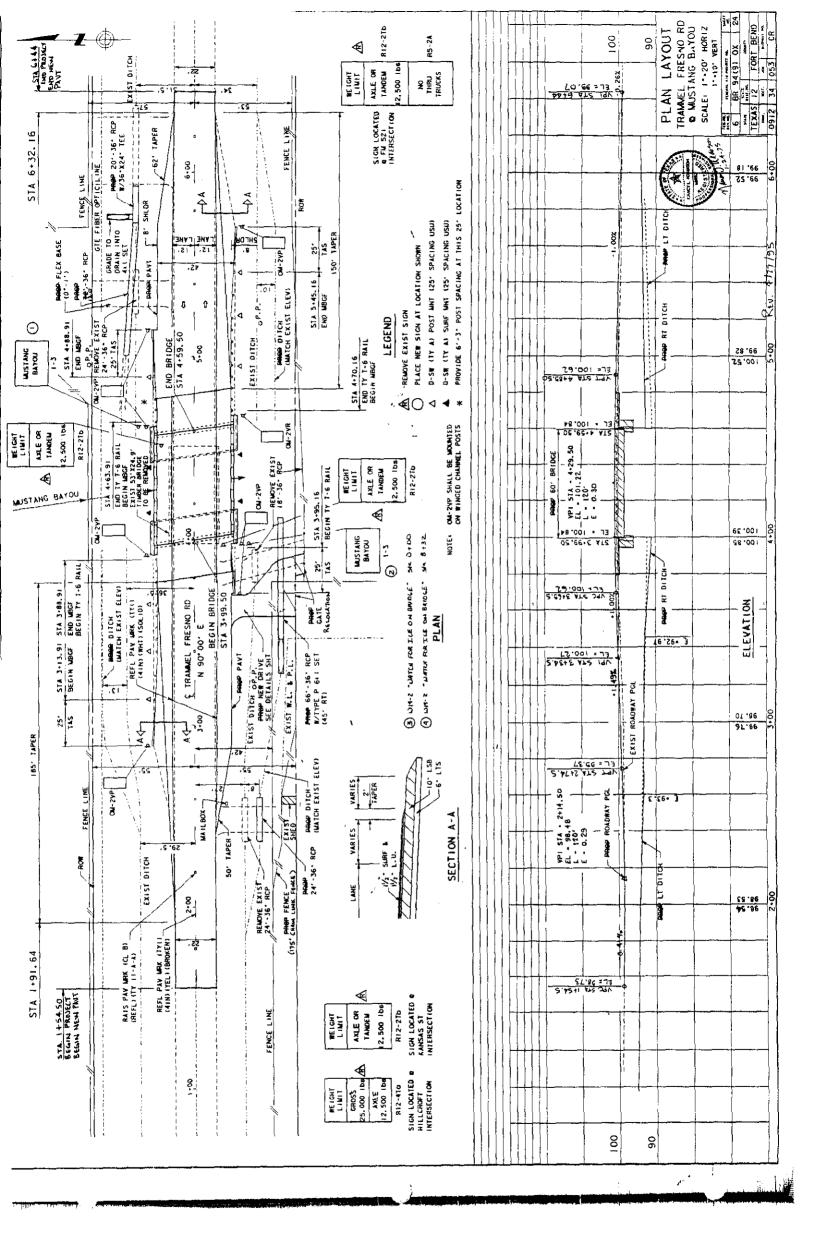
EXCEPTIONS: NONE RTATION, WARCH I, 1993 AND SPECIFICATION ITEMS AND DATED AS FOLLOWS, SHALL GOVERN ON THIS I REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID ICTION CONTRACTS (FORM FHMA 1273, DECEMBER, 1993).

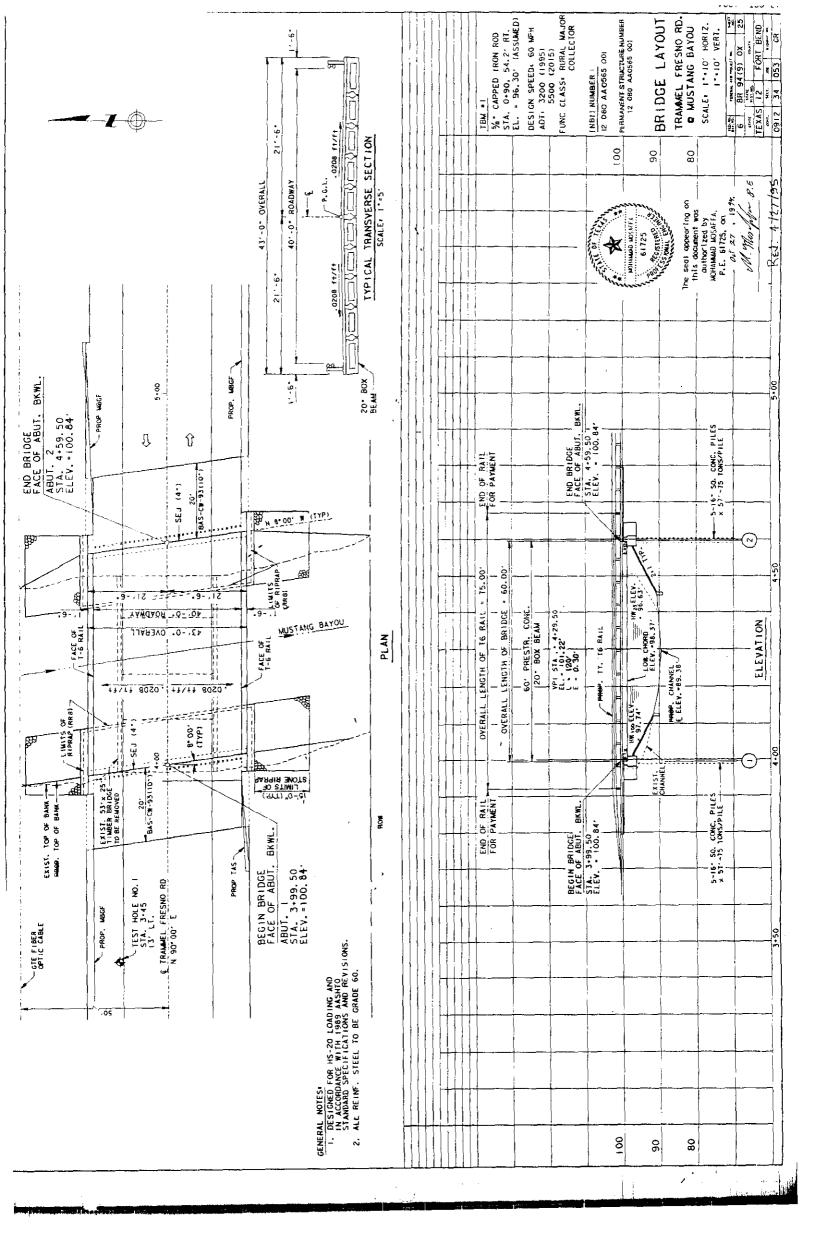
CATIONS ADOPTED BY THE TEXAS DEPARTMENT OF

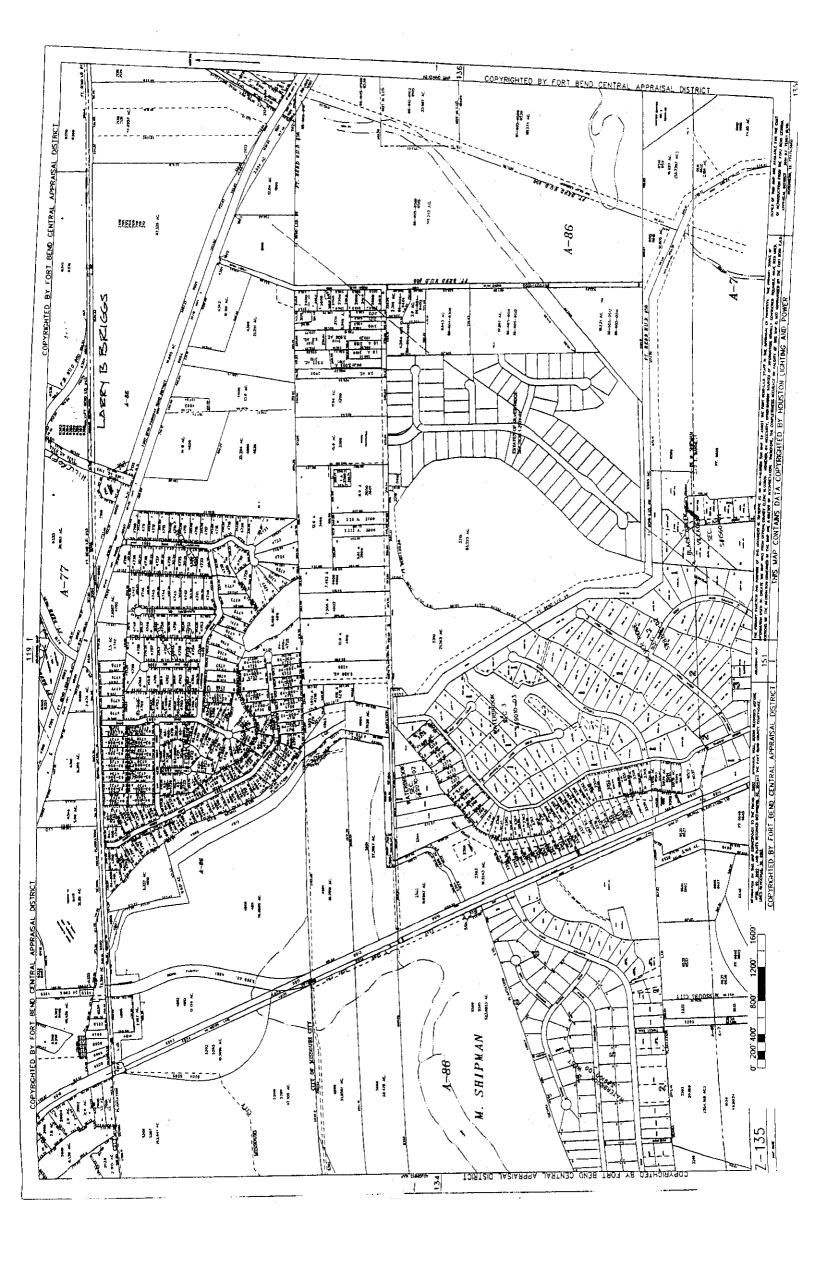
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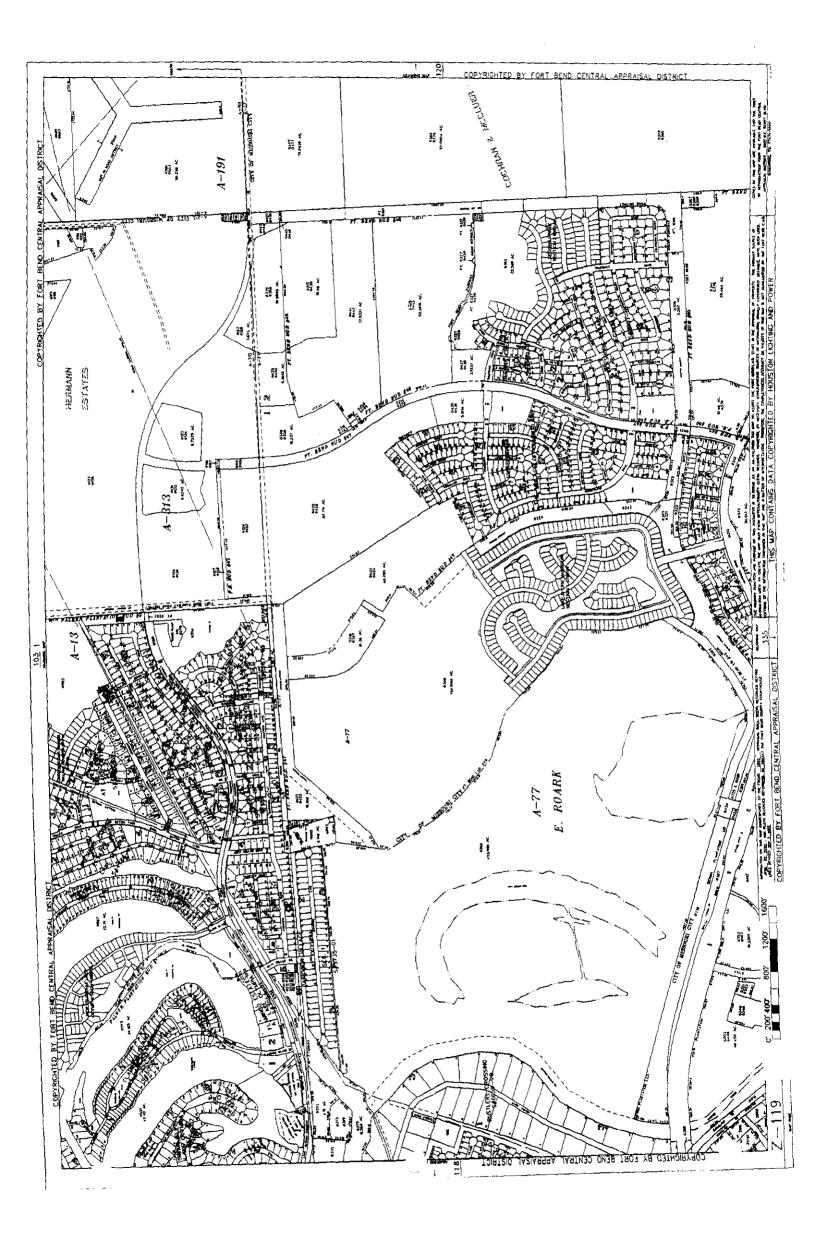
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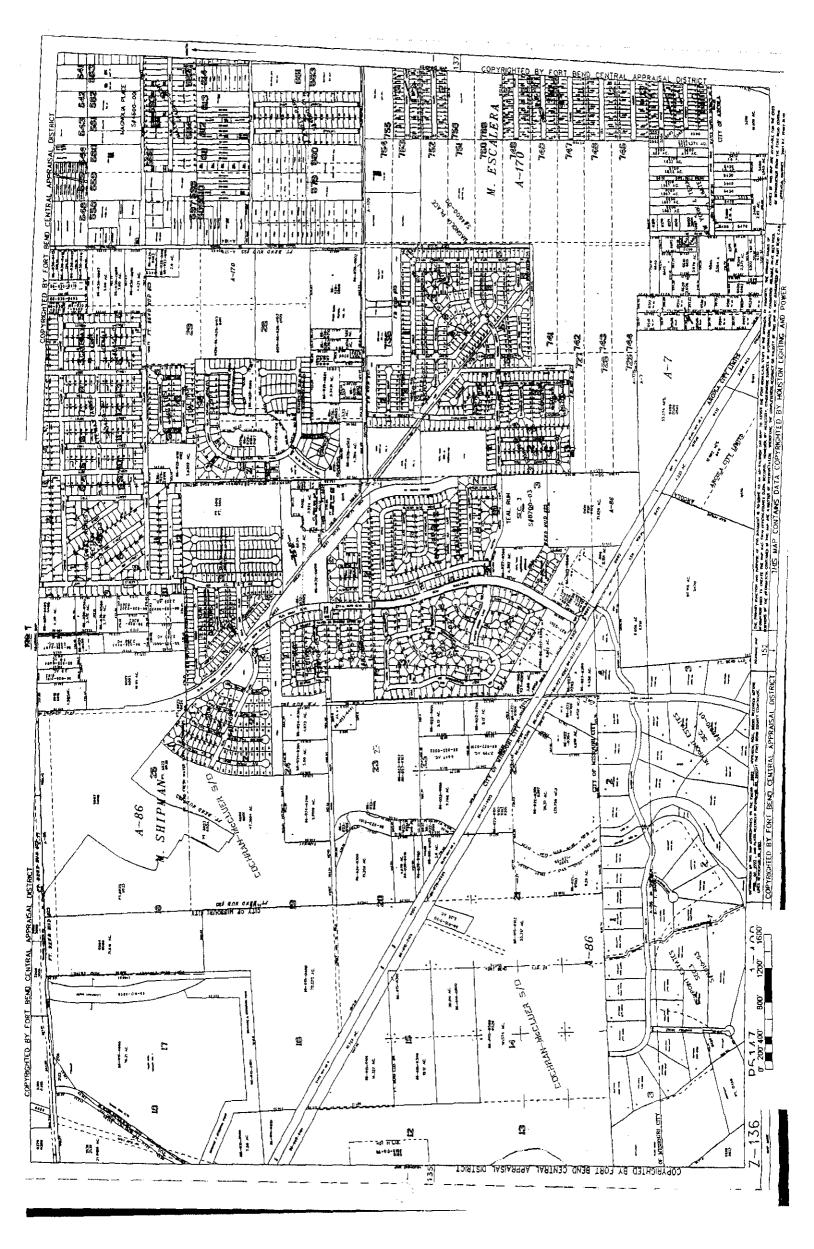
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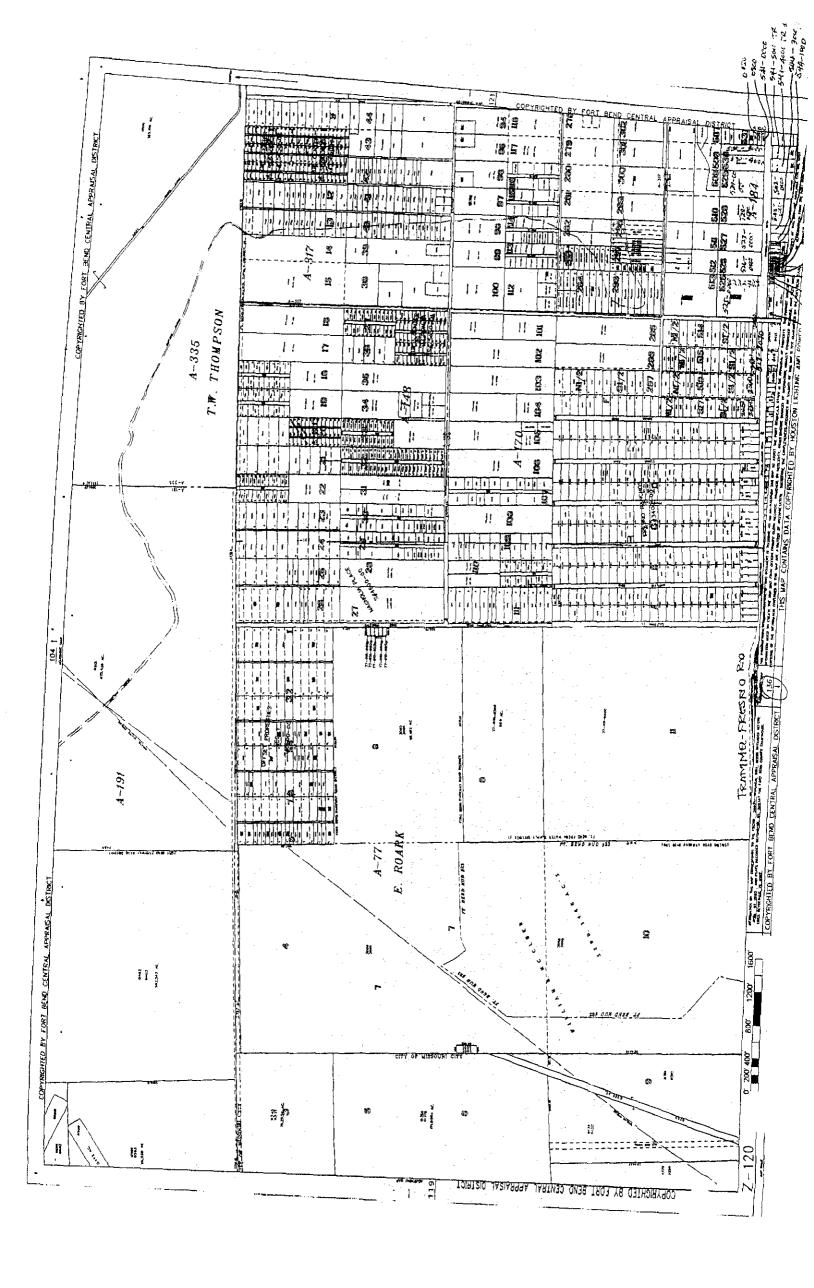


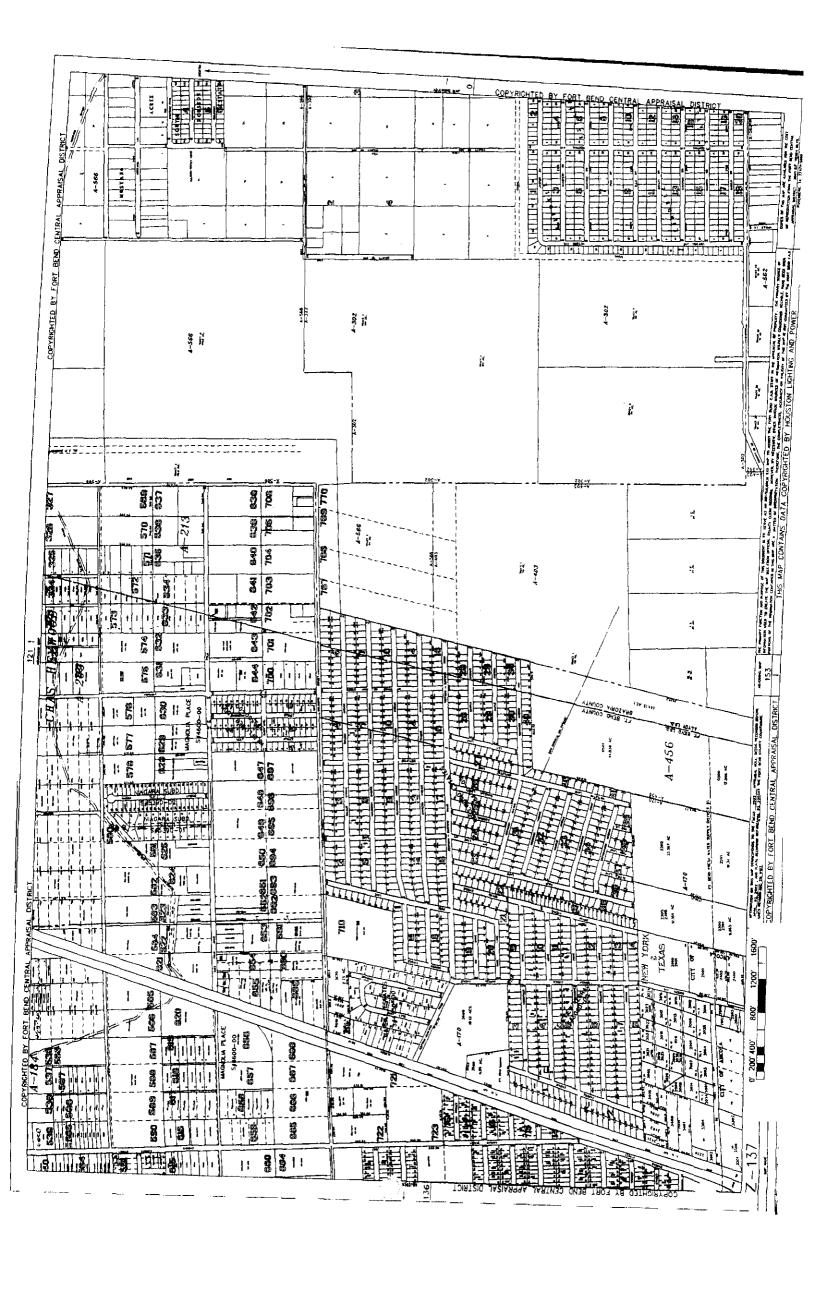


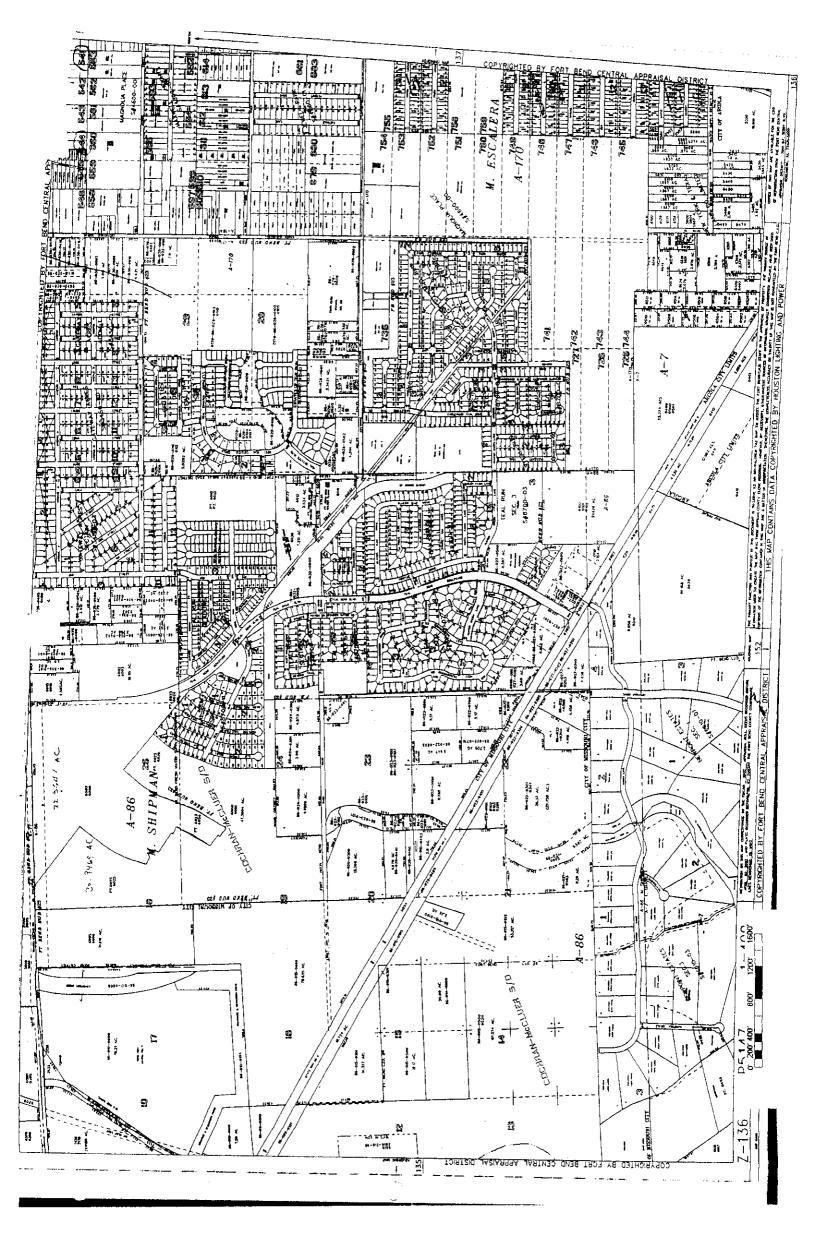


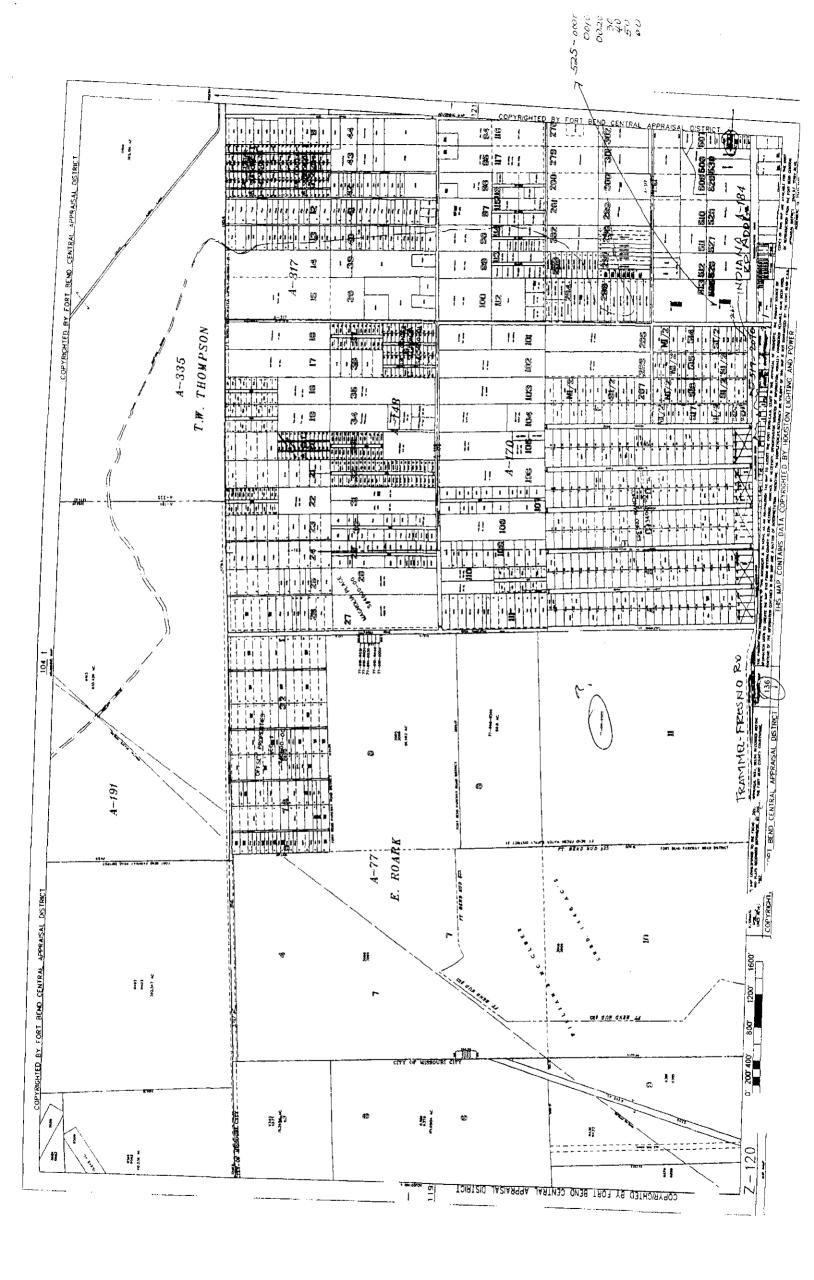


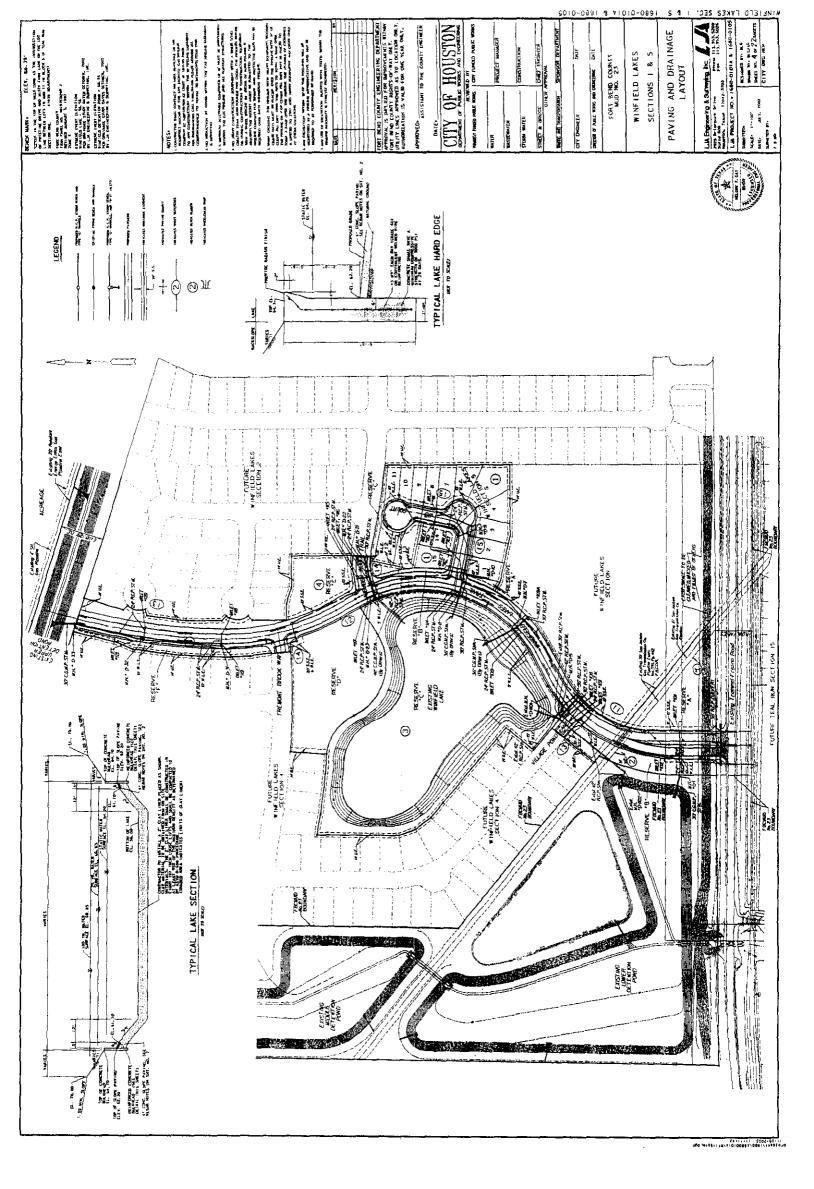


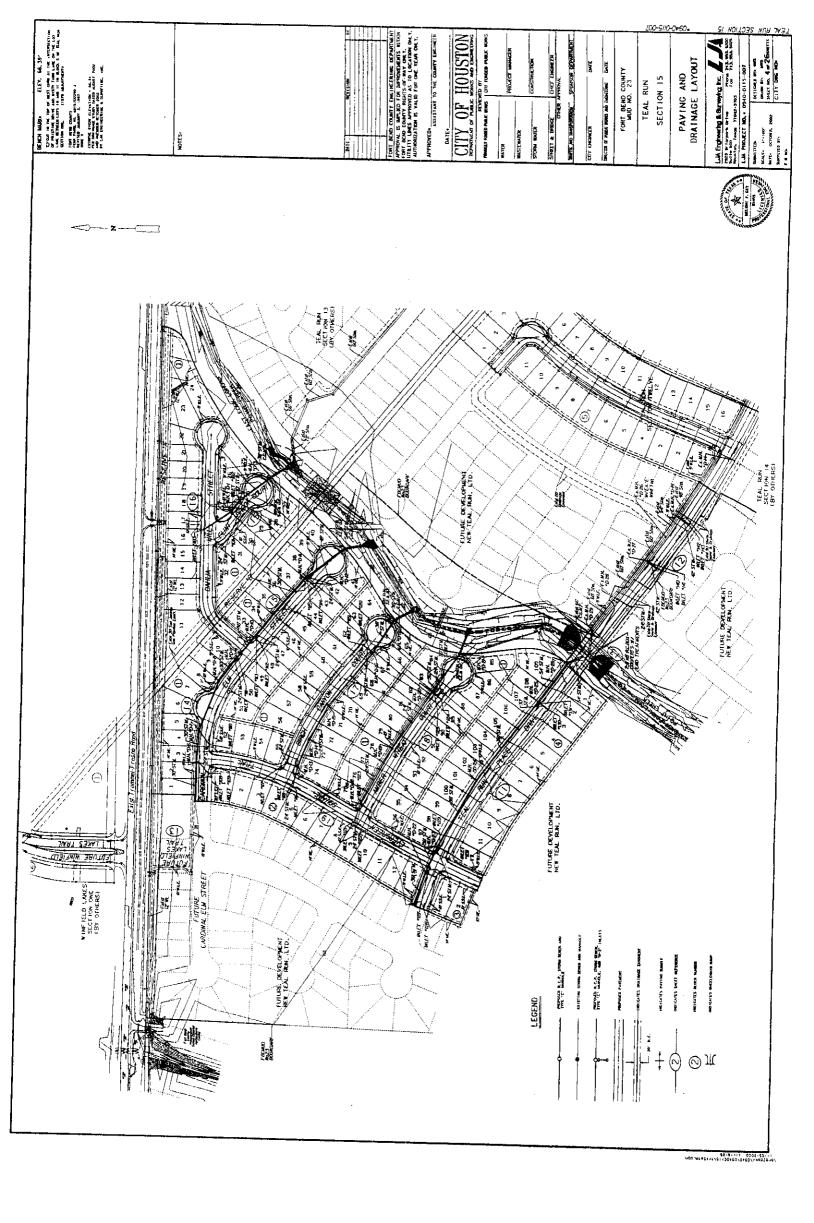


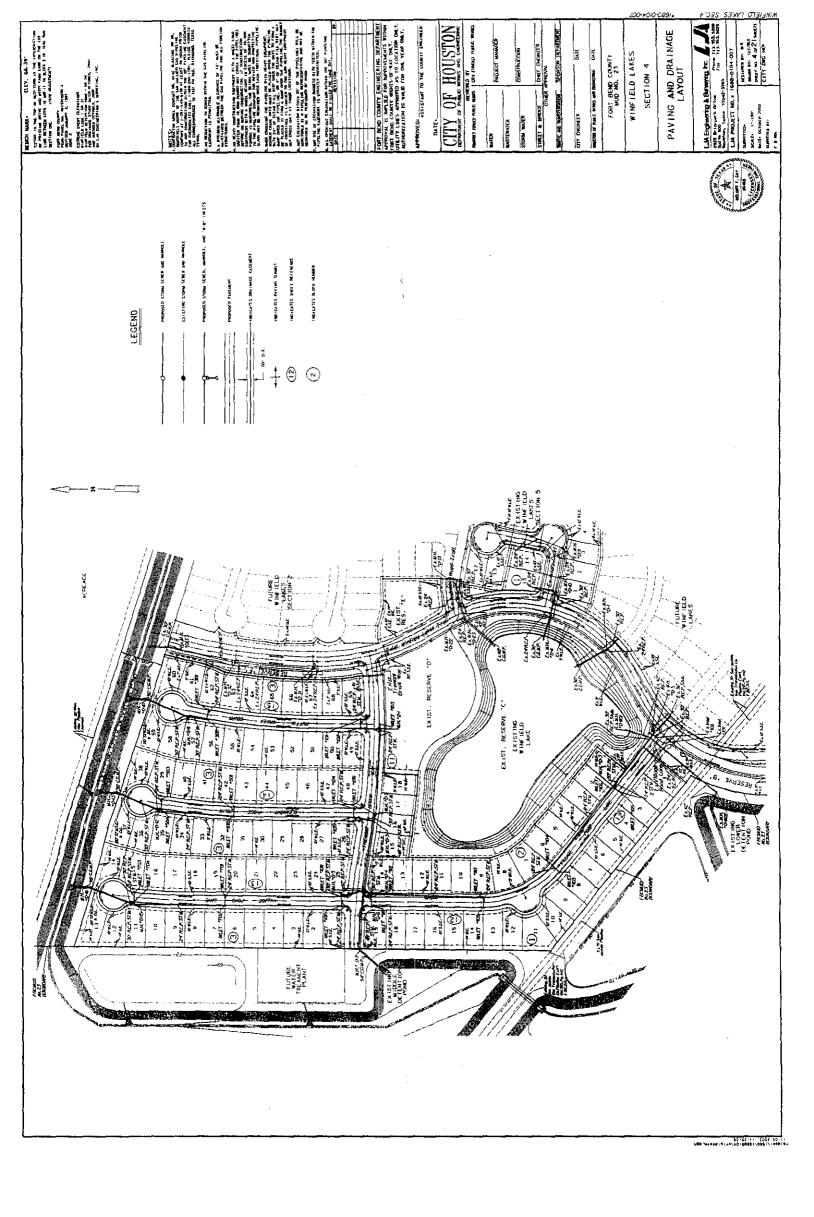


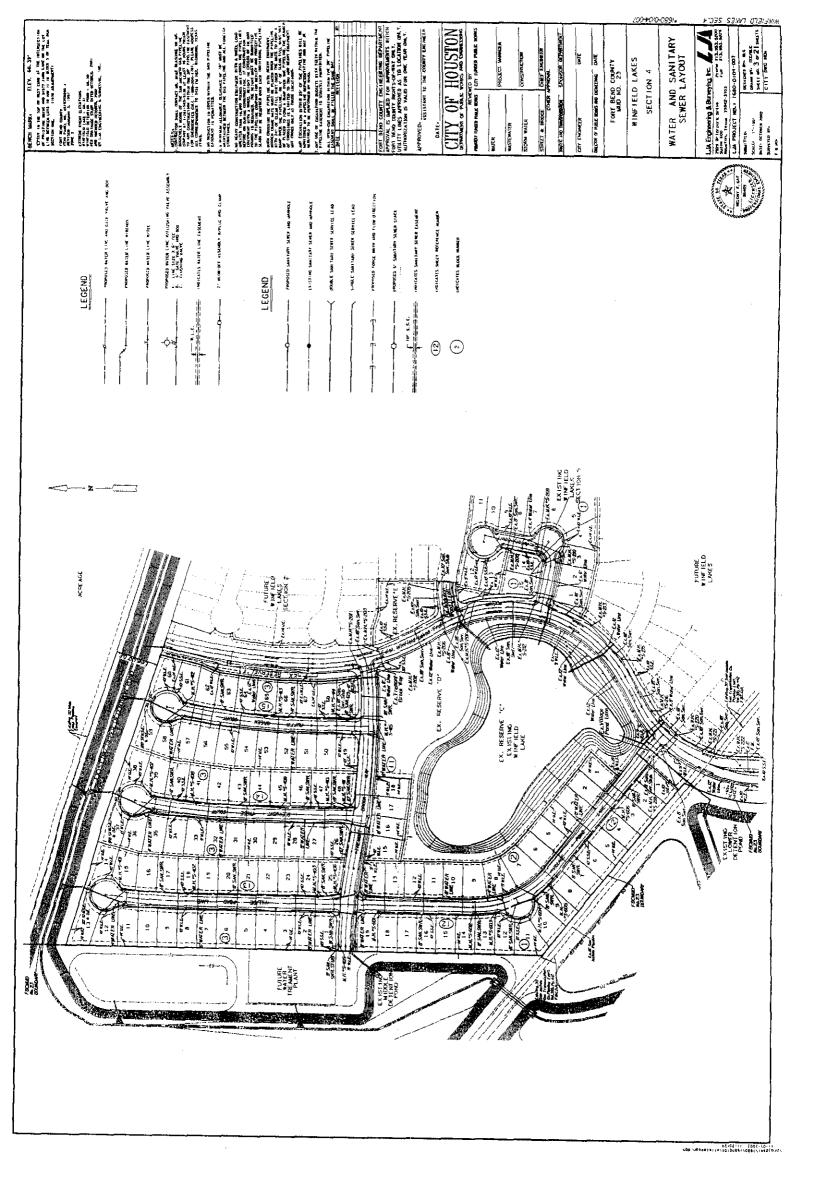


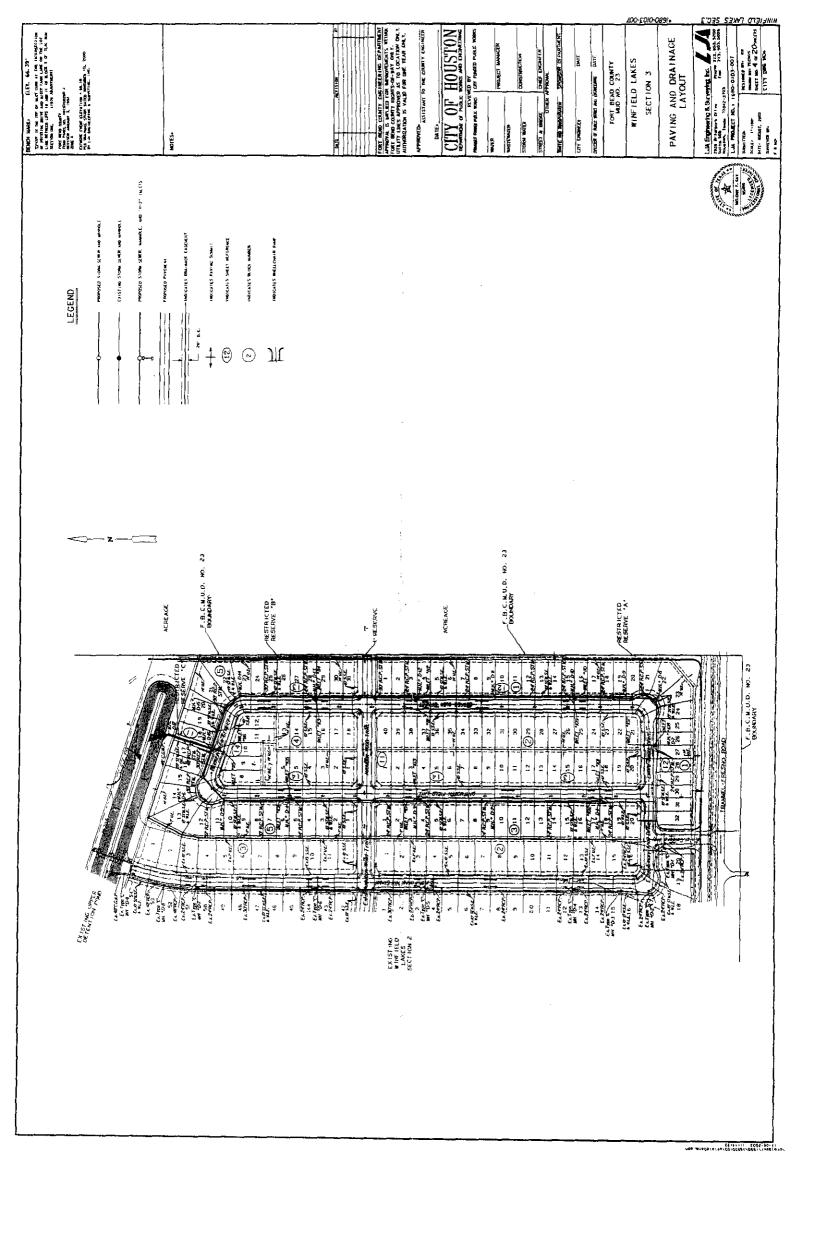


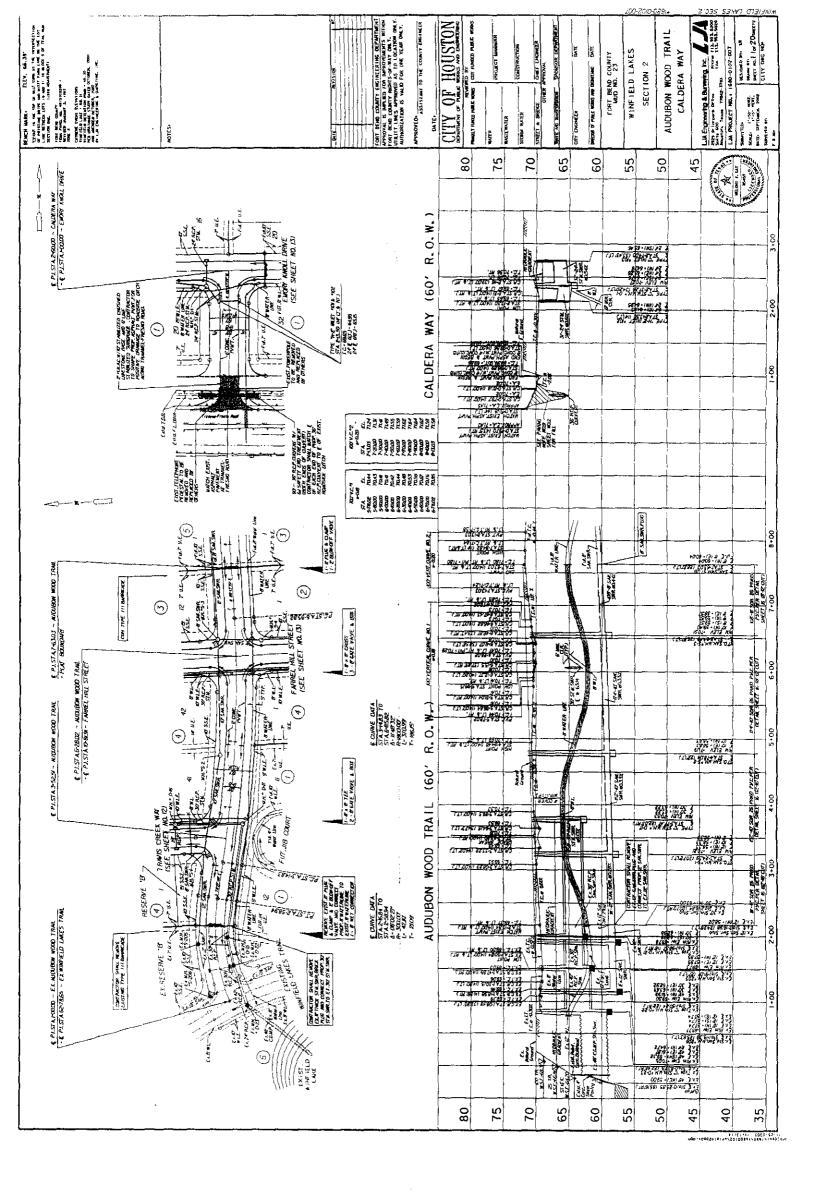


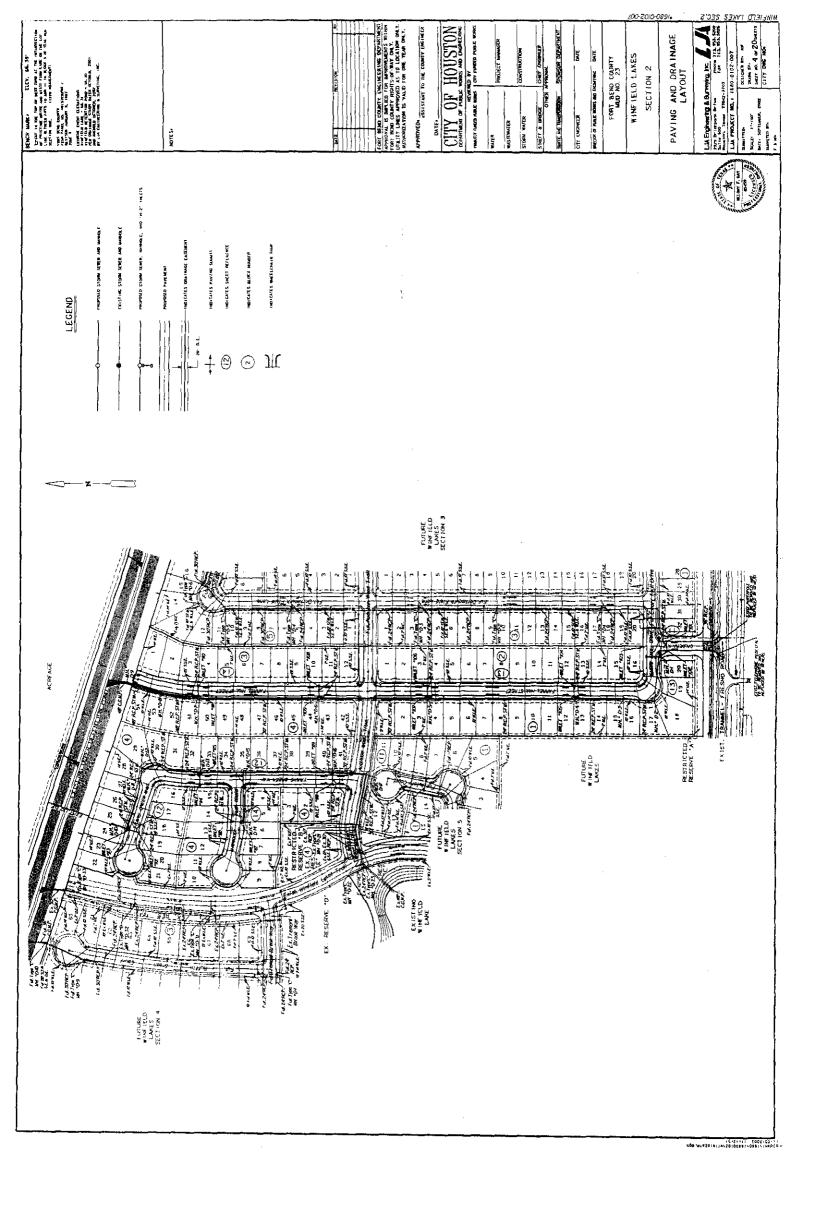


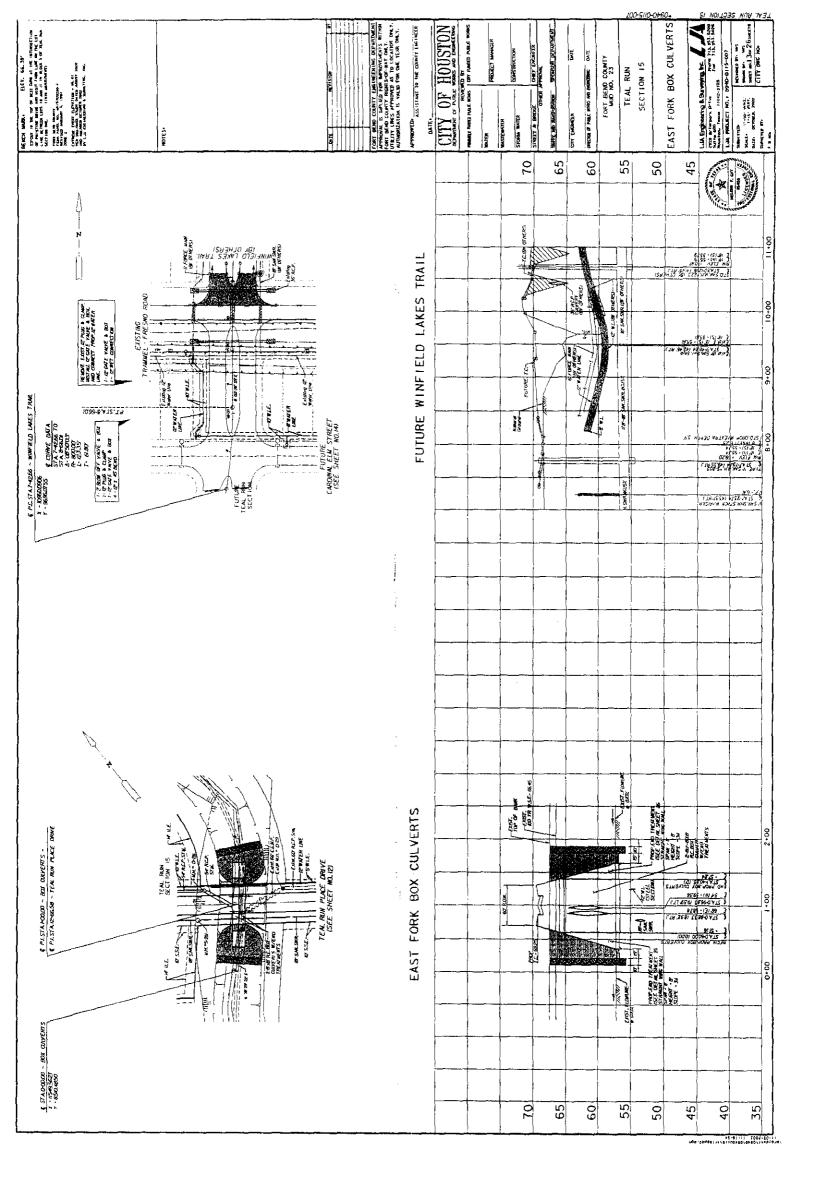




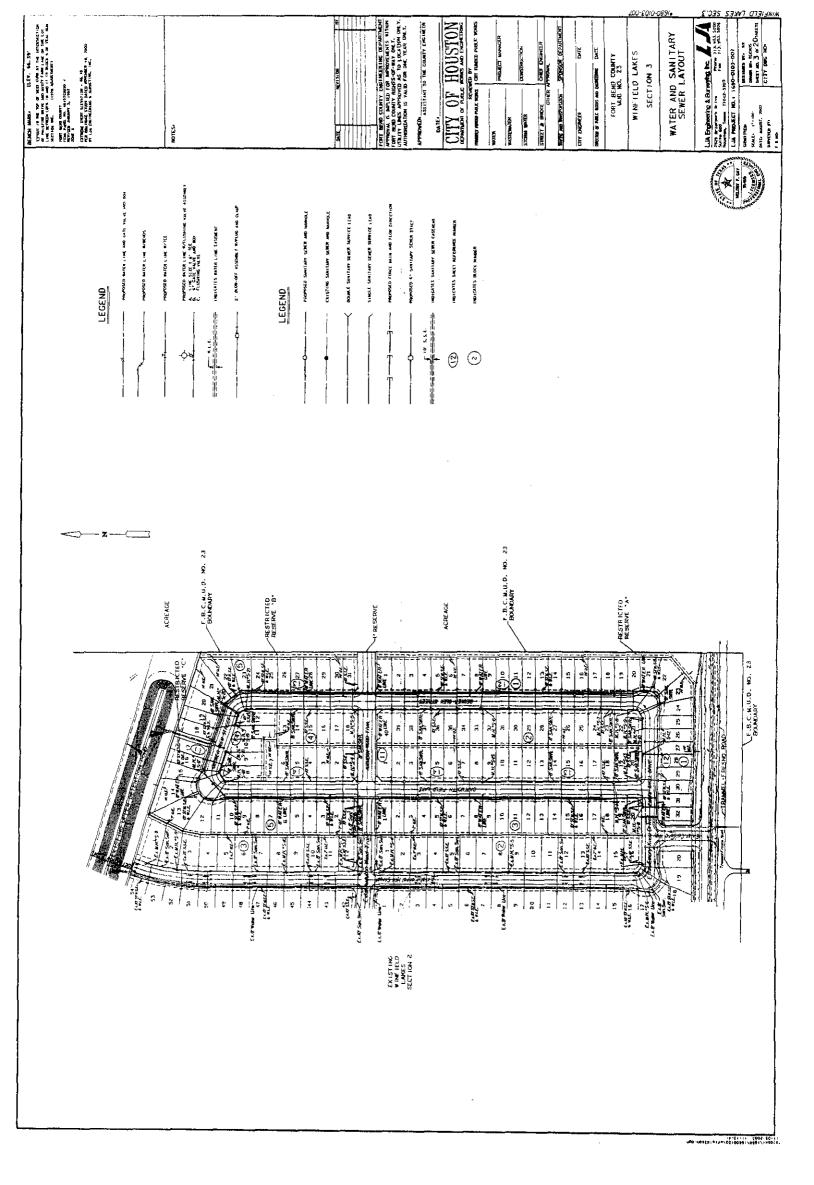


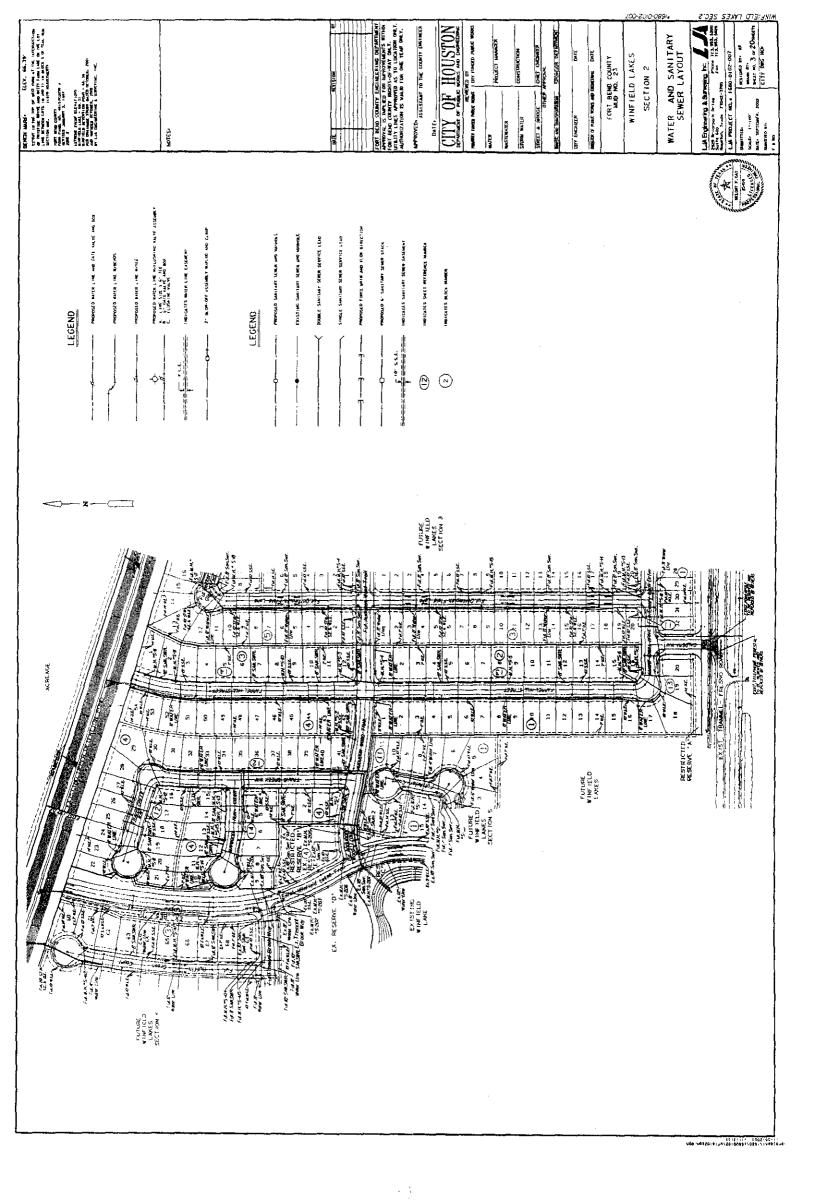


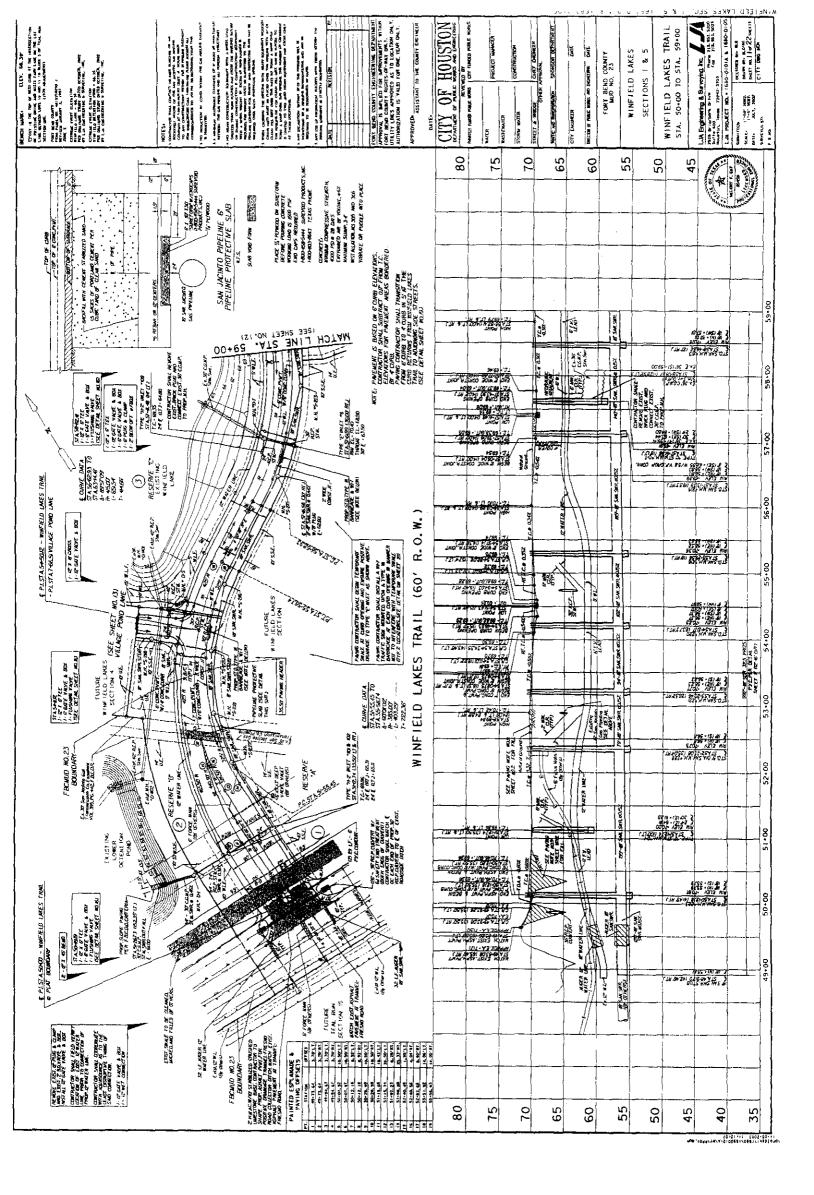


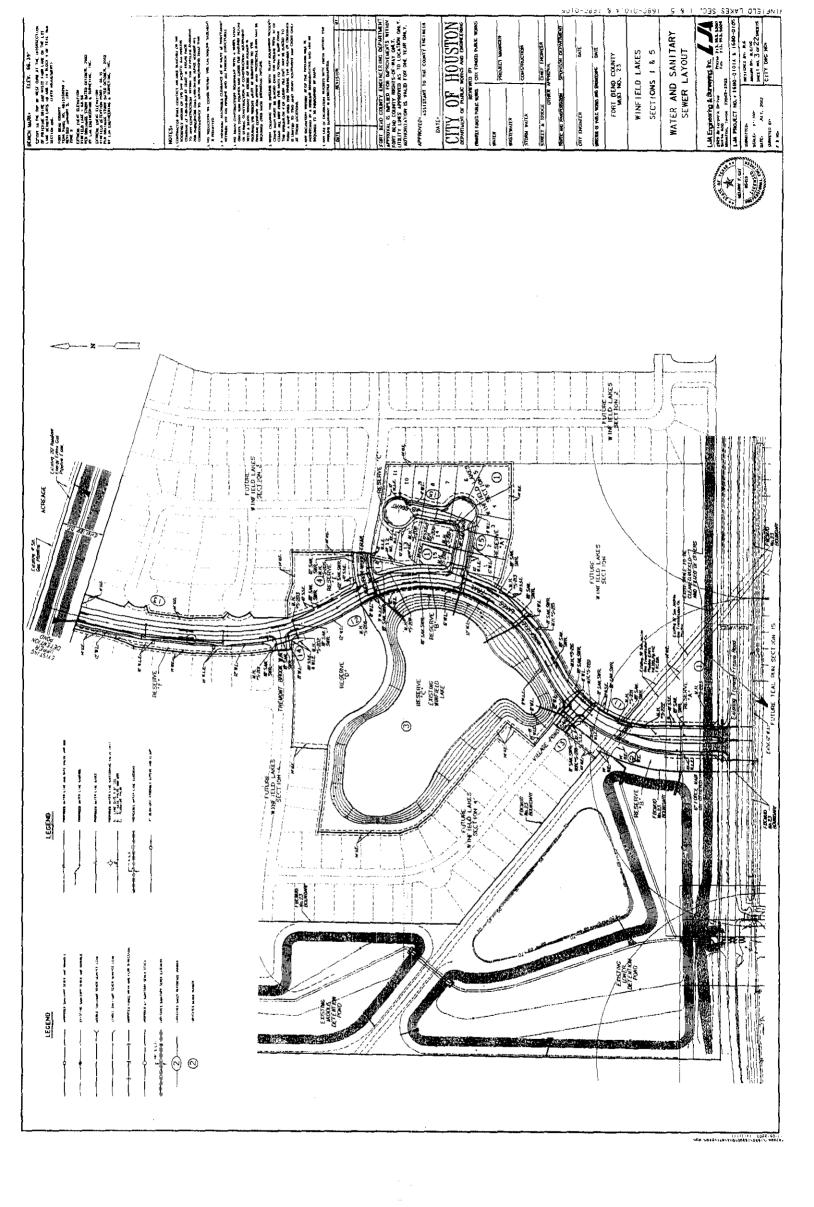


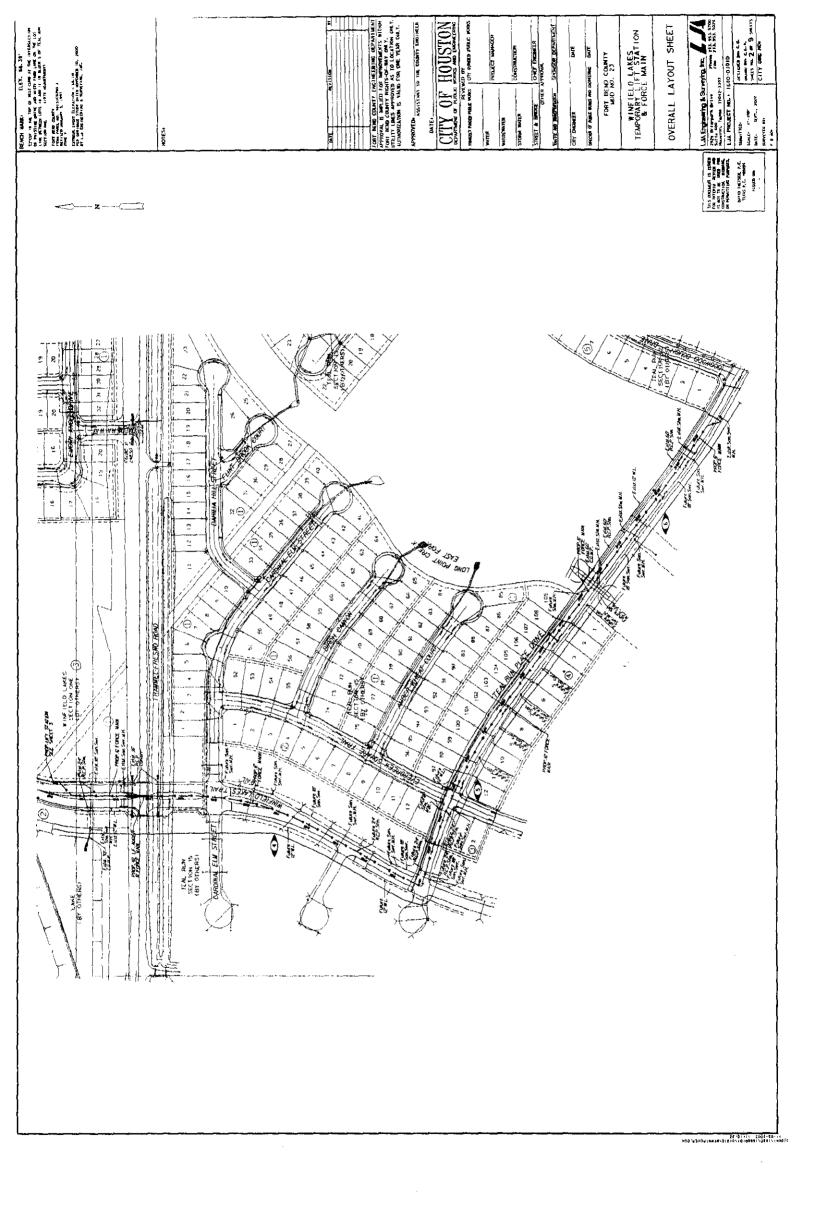


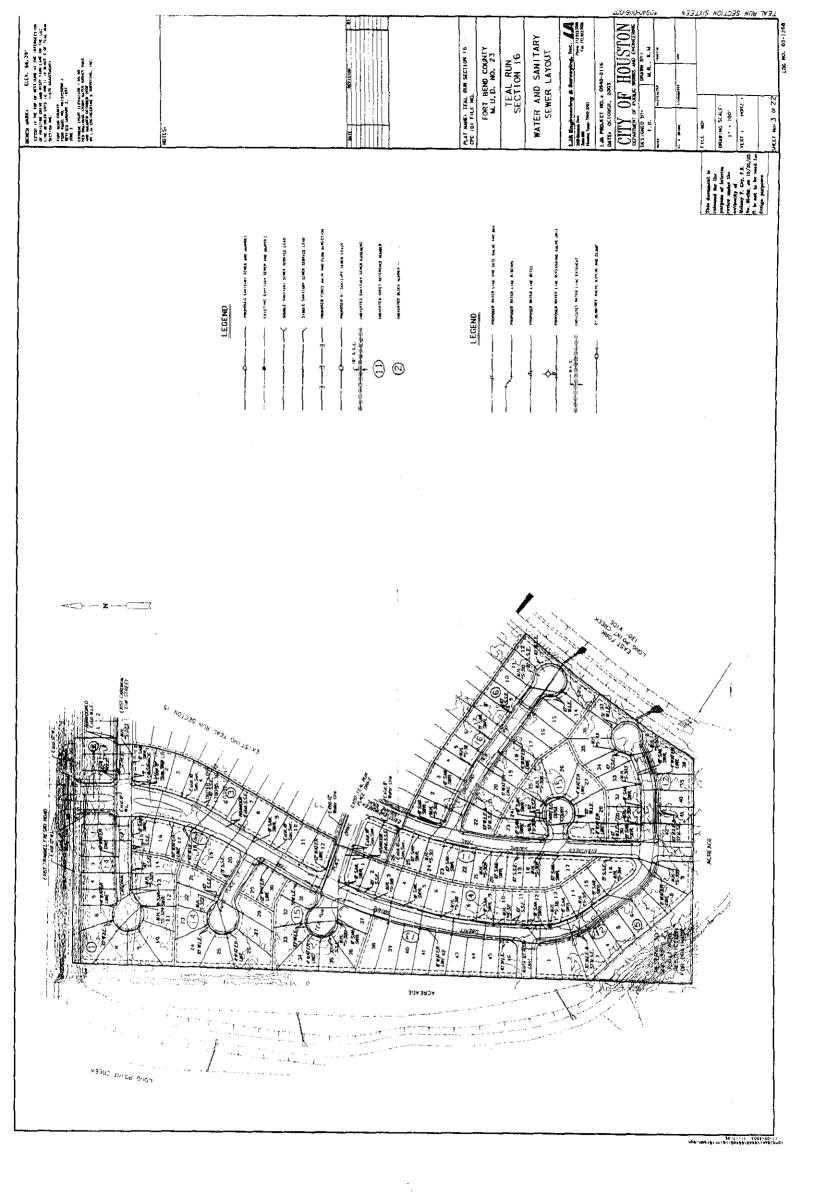


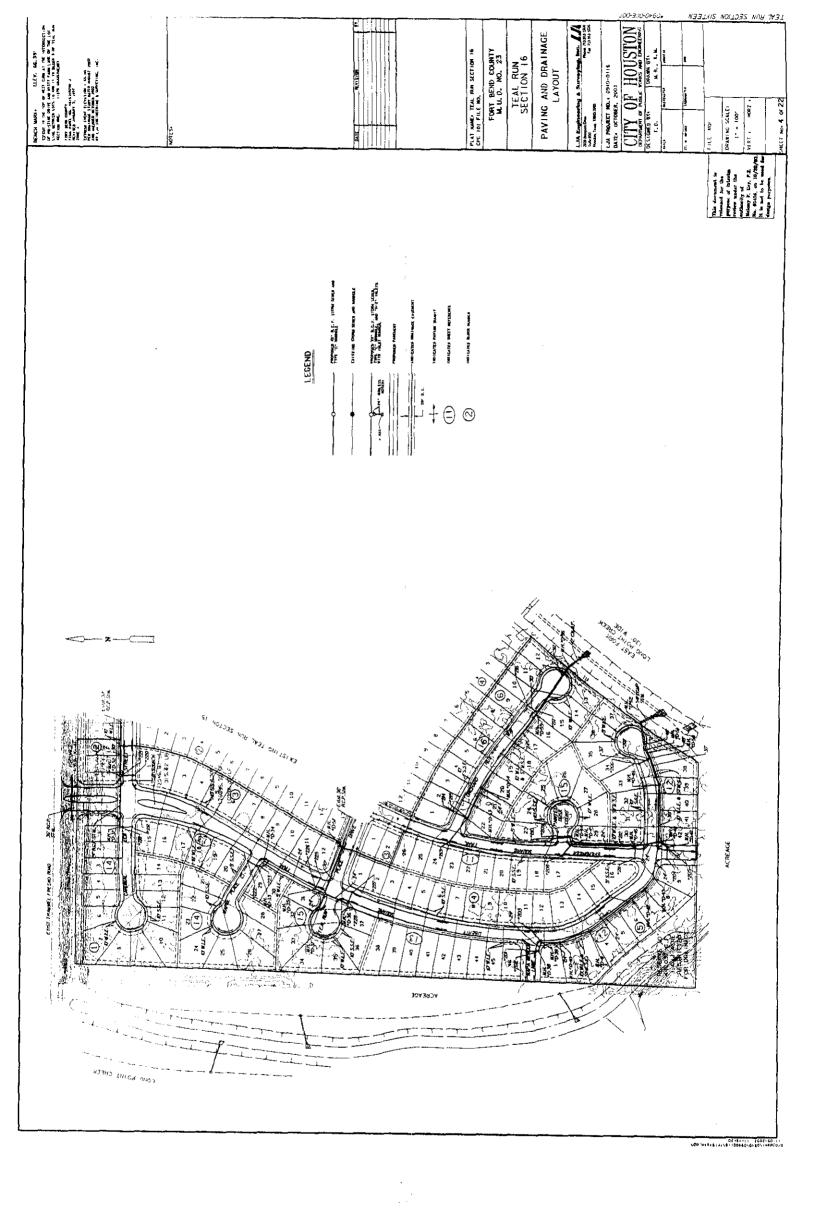


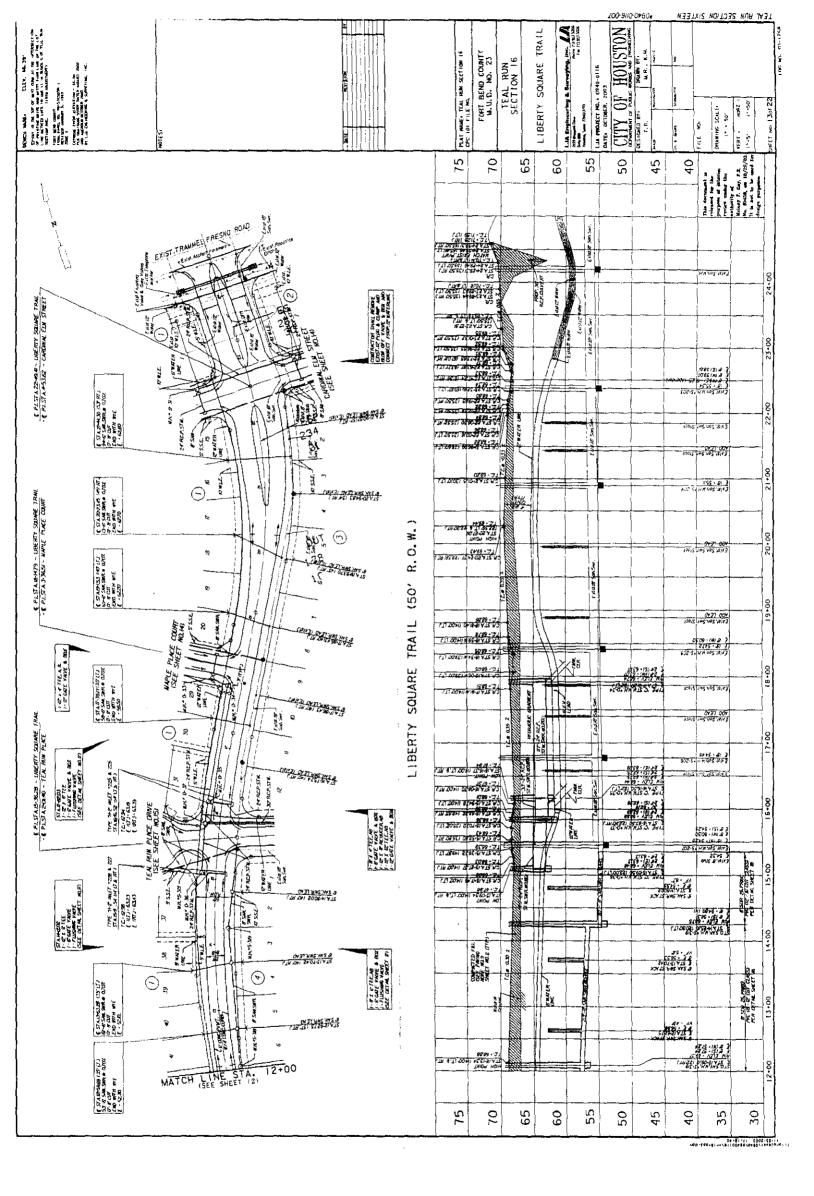


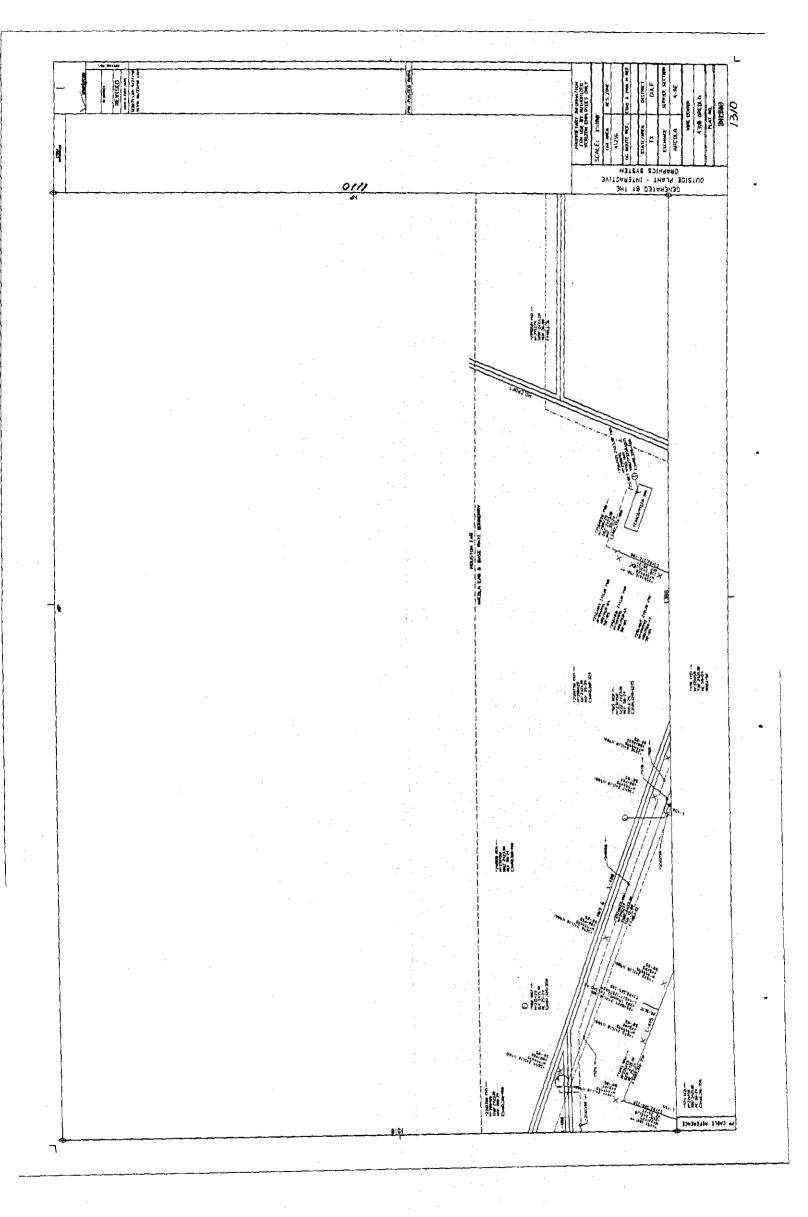


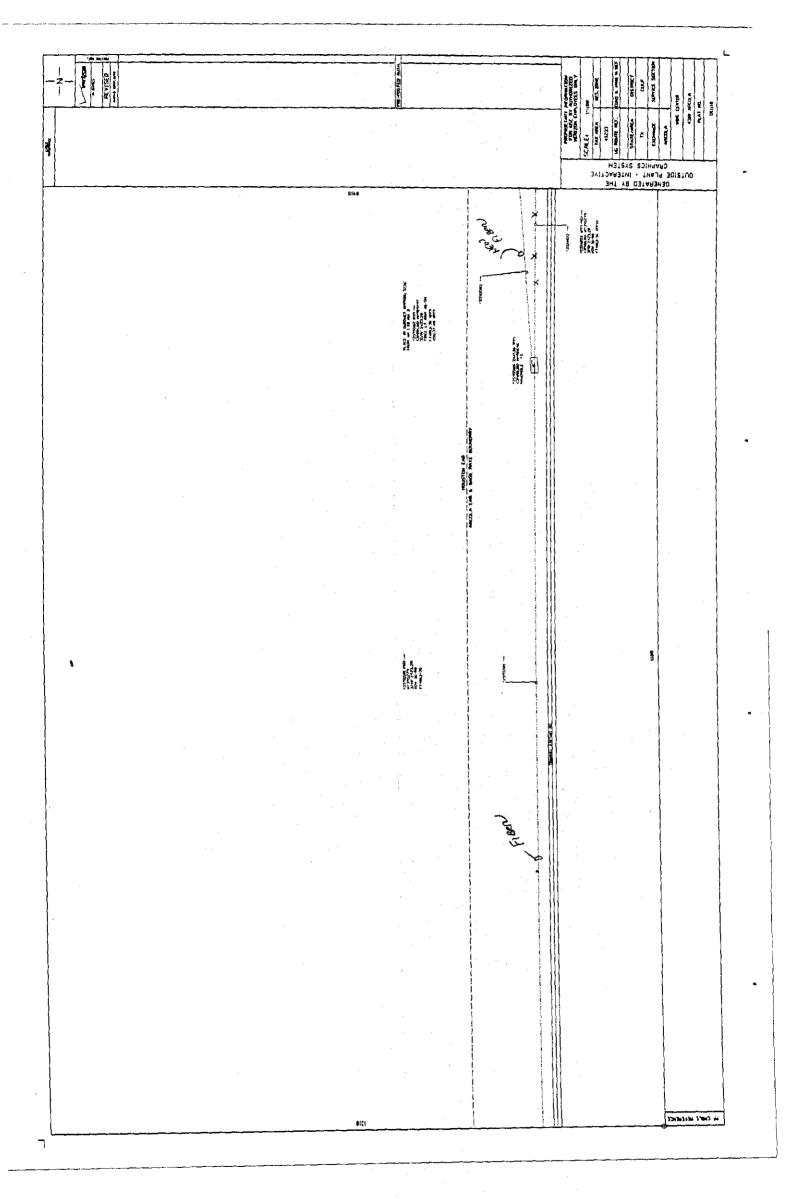


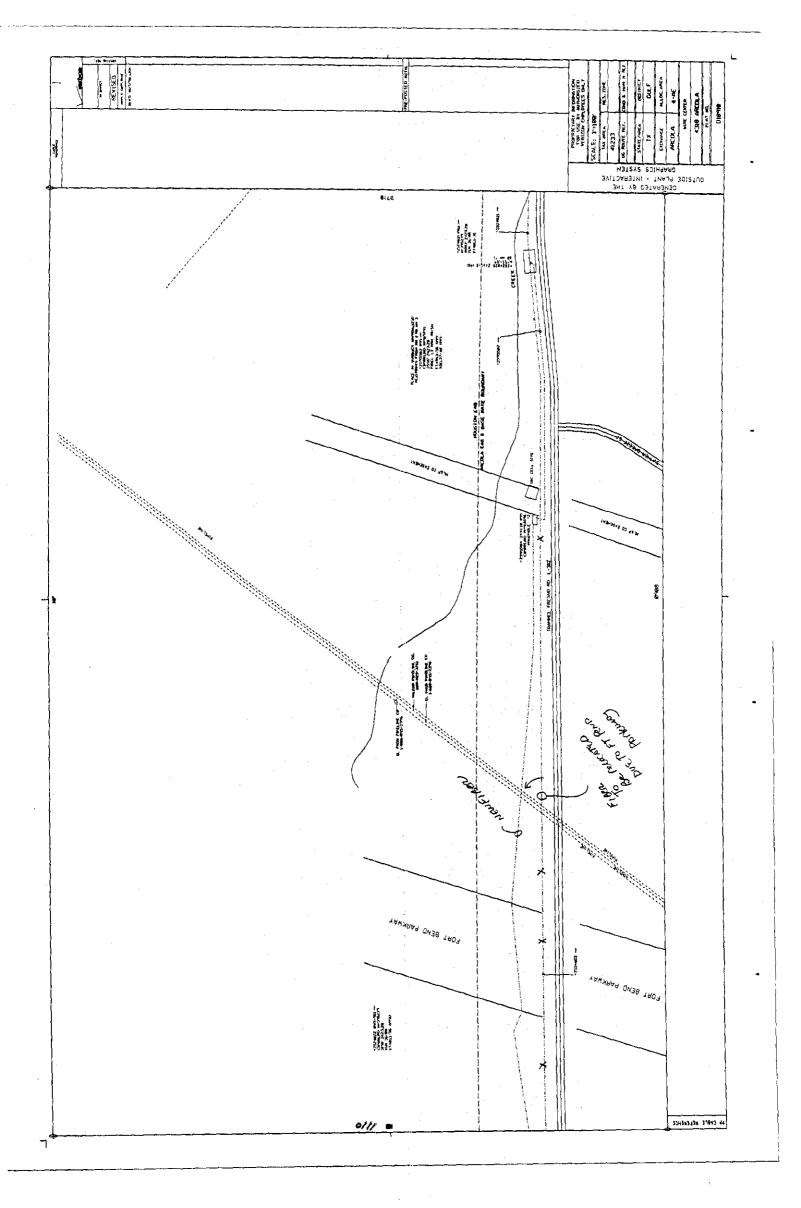


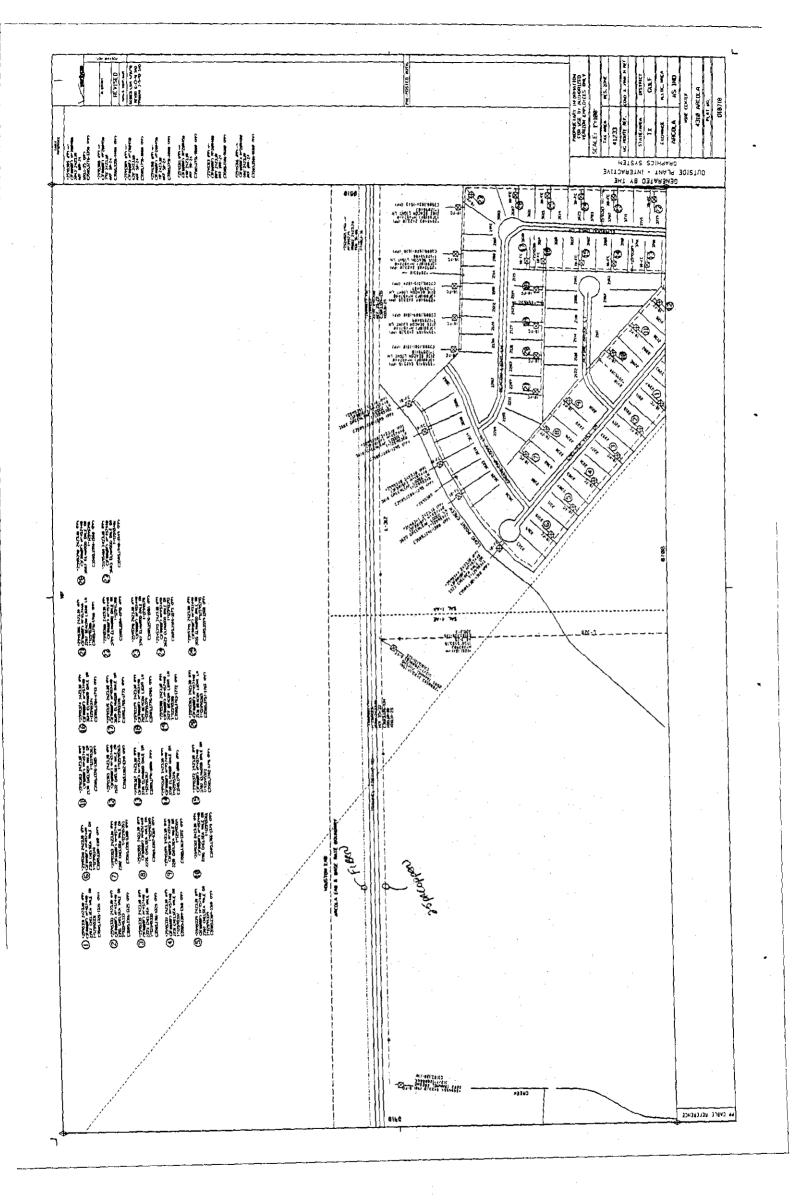


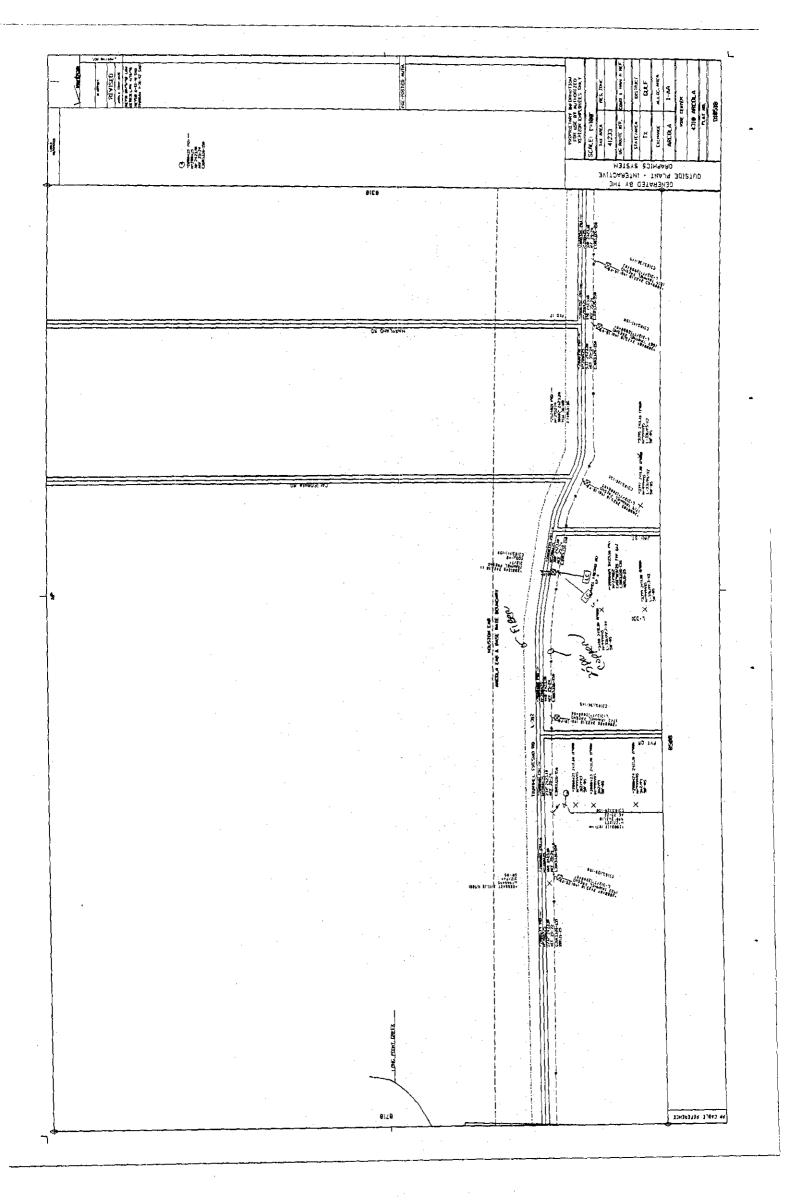


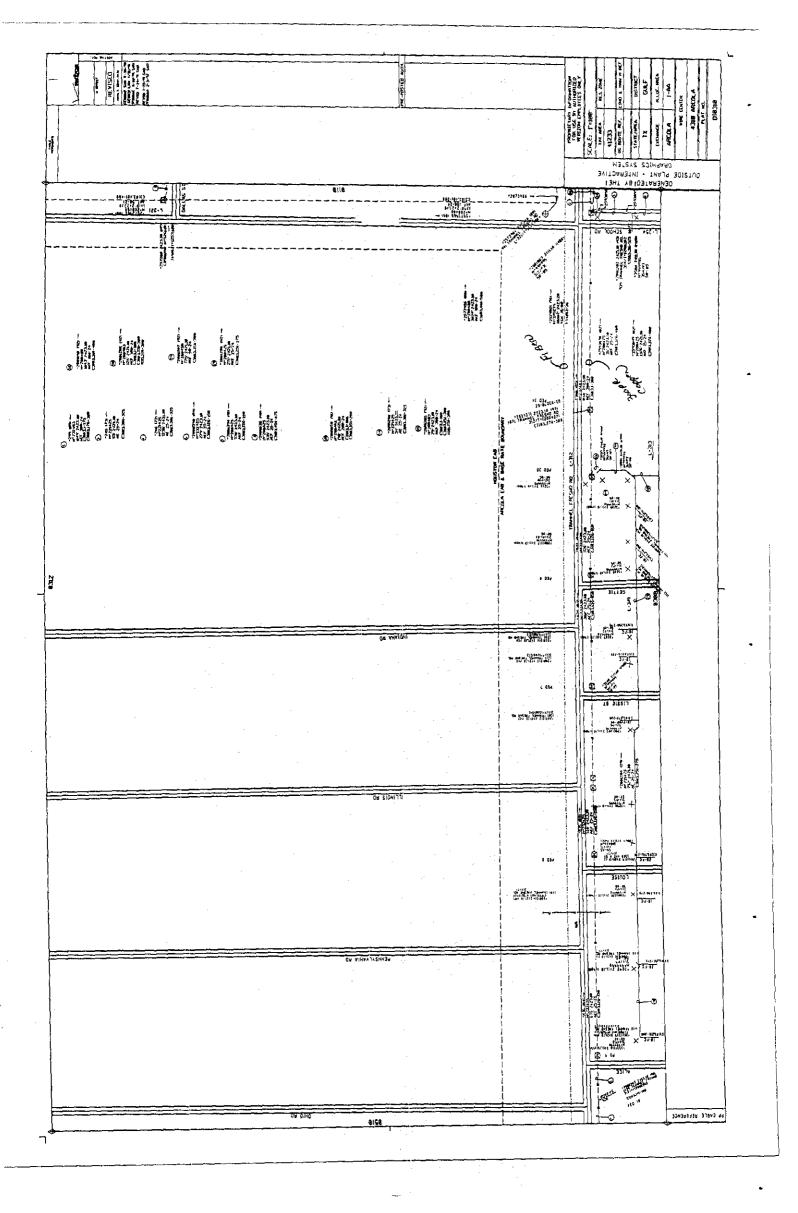


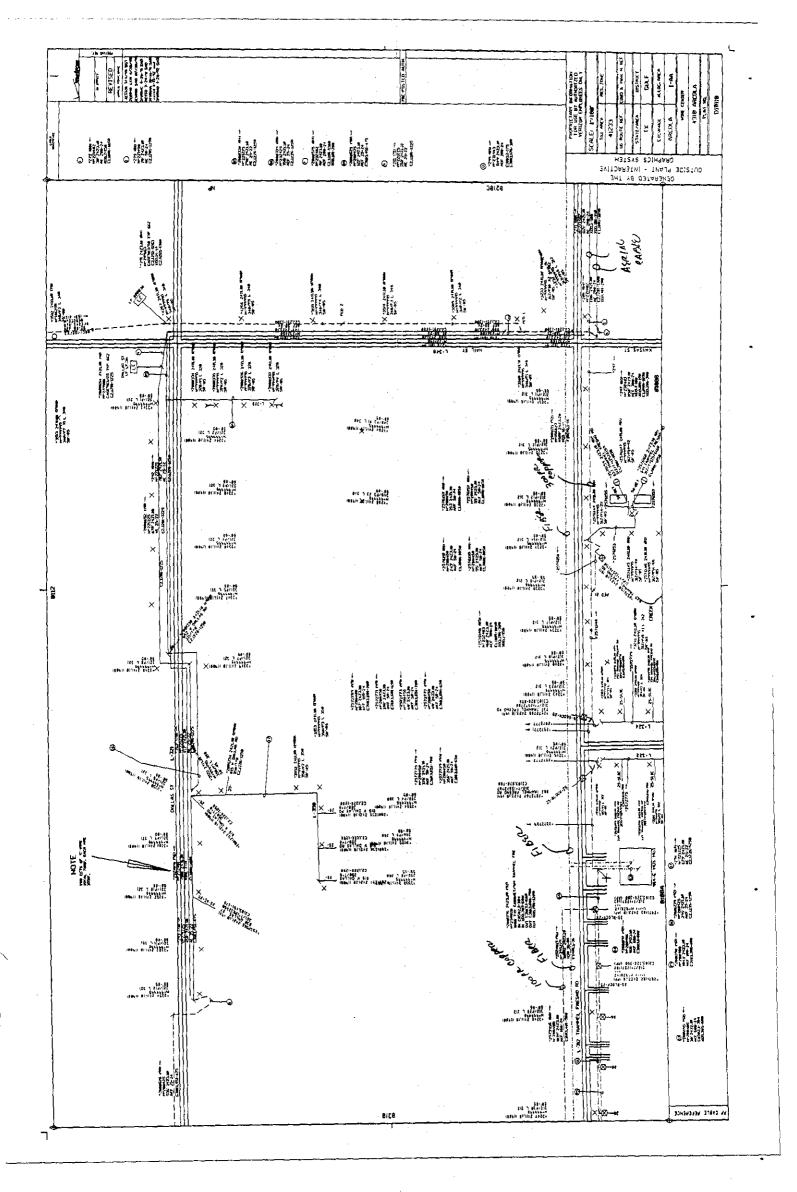


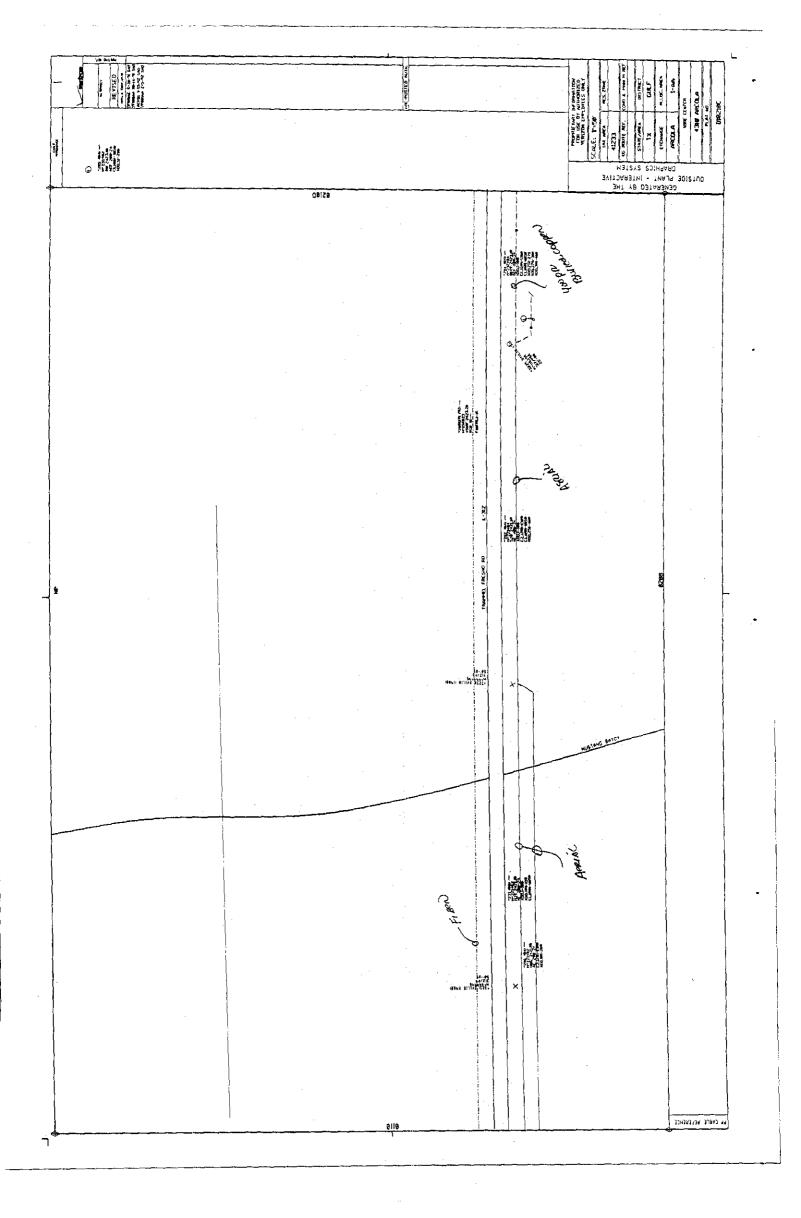


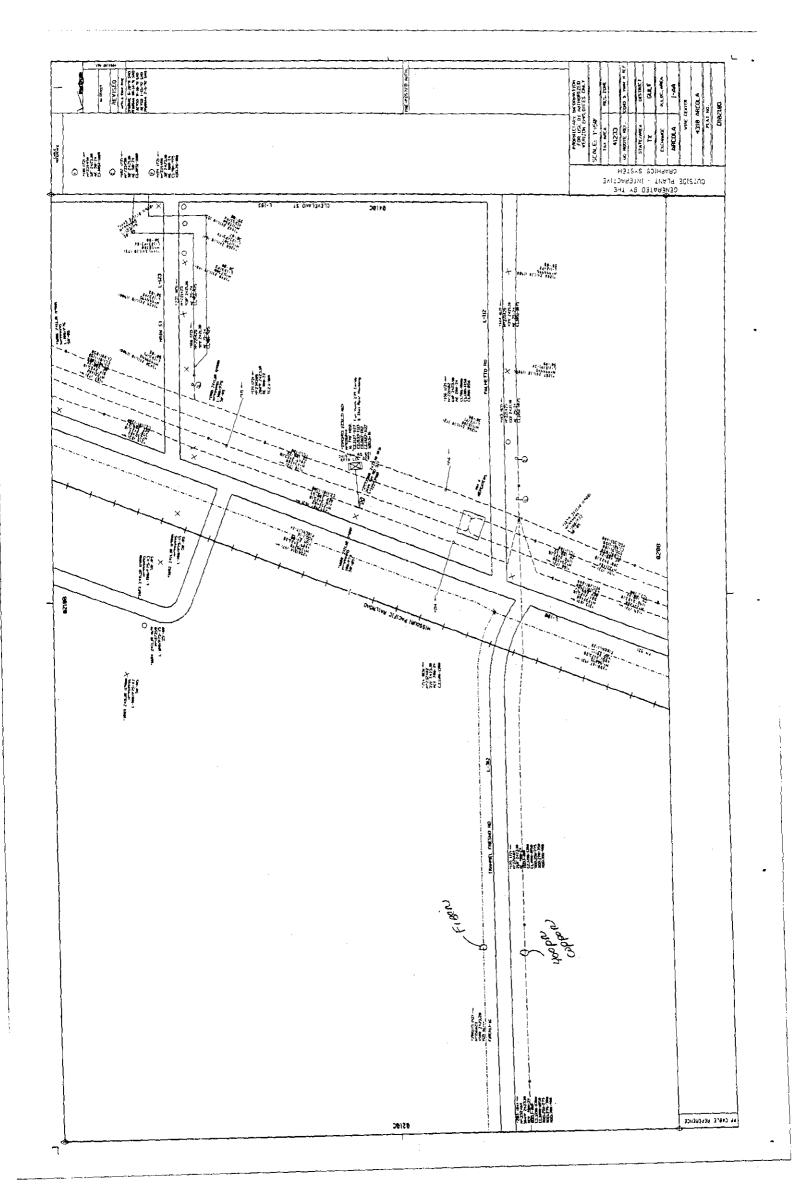














6420 RICHMOND AVENUE, SUITE 675 Houston, TX 77057-5929

PH: (713) 892-5901 FAX: (713) 892-5908 SHEET <u>Exh.b.</u> + 8.1.7 DATE <u>October</u>, 2003

BKI PROJ# **DESIGNER** CHECKER

SUBJECT

Trammel-Fresno Roadway Widening
Existing vs Proposed Impervious Surface Comparison

3.6 miles in length.	way with 11 foot lane widths. It is also approximately
EXISTING CONDITIONS	DROPOSED CONDITIONS
EXISTING CONDITIONS	PROPOSED CONDITIONS
Existing roadway is 22 feet wide	Proposed roadway is 4 - 12 foot lanes and a 14 foot
A <sub>e</sub> = total existing paved area	continiuos left turn lane
A <sub>e</sub> = width x length	A <sub>p</sub> = width x length
	70 - Middi Xieligui
A <sub>e</sub> = 22 x (3.6) 5280	A <sub>e</sub> = [4(12) + 14] x (3.6) 5280
A <sub>e</sub> = <u>418,176 SF</u> (Existing Paved Area)	A <sub>p</sub> = <u>1,178,496 SF</u> (Proposed Paved Area)
THEREFORE	
A <sub>I</sub> = Additional Paved Area	
A <sub>I</sub> = A <sub>p</sub> - A <sub>e</sub> = 1,178,496 - 418,176 = <u>760,320 SF</u>	(Additional SF of Paved Area)
ADDITIONAL RUNOFF COMPUTATIONS	
Q = CiA	C = runoff coefficent
A = 760, 320 / 43,560	i = rainfall intensity
A = <u>17.45 Acres</u>	A = area in acres
A-11-SAUS	A - alea III aules
Existing Runoff	
Q <sub>ex</sub> = (0.35)(11.45)(17.45)	C <sub>ex</sub> = 0.35
0 = 60 05 of	
Q <sub>ex</sub> = <u>69.95 cfs</u>	i = 11.45
Proposed Runoff	
Q <sub>prop</sub> = (0.85)(11.45)(17.45)	C <sub>prop</sub> = 0.85
Q <sub>prop</sub> = <u>169.83 cfs</u>	
RUNOFF INCREASE	

Exhibit 818

## ROUTING THROUGH A CULVERT USING HCFCD CRITERIA Please Press Alt-M When You Are Done Editing

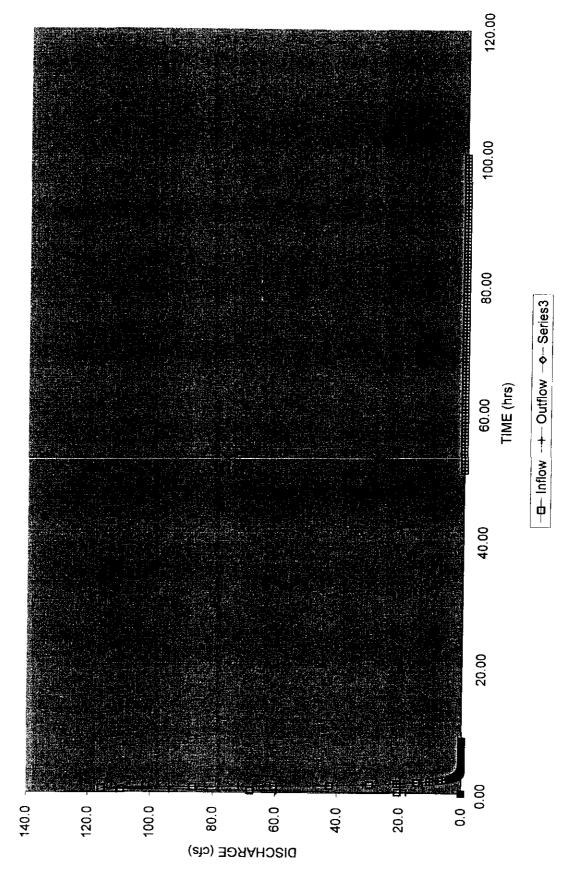
				CHANNEL	ROUTI	NG		
				Bot Width	=	20	ft	
Qp?	=	118.32	cfs	Left SS	=	4:	1	
Area?	=	25.29	acres	Right SS	=	4:	1	
delta t?	=	0.17	hr.	Length	=	125	ft	
Exist Q?	=	111.03	cfs	Depth	=	4	ft	
Volume?	=	4	inches	TW elev	=	65.25	ft	
DIAM	=	42	inches	FL elev	=	65.00	ft	
RISE	=	0	ft	Тр	=	37.2	min	
SPAN	=	0	ft	MAX IN	=	115.6 @	0.68	hr
LENGTH	=	62.0	ft	MAX OUT	=	110.7 @	0.68	hr
n	=	0.012	REQ' D	STORAGE	=	0.0	acre-ft	
Ce	=	0.50	AVAILABLE	STORAGE	=	0.5	acre-ft	
STG INCR	=	0.50	ft	MAX HEAD	) =	3.75	ft	
			MAX ALLO	W Q	=	111.0	cfs	

_												
=	=======		. STORAGE	, DISCHARGE ,								
,	ELEV .	STAGE	•	, for stage	2S/t + O							
,		(ft)	, tot stage , (ac-ft)	, tot stage ; , (cfs) ;	(cfs) ,							
,	(ft) ,	(IL) =======	, (ac-n) ======	, (CIS) , ======	(Cl3) , =======							
,			0.000	, <u></u> , 0.0	0.0							
,	65.00 ,		, 0.000 , 0.032	,	33.2							
,	65.50 ,	0.50	•	, 20.7 , 49.7	59.5							
,	66.00 ,	1.00	, 0.069	, ·	•							
,	66.50 ,	1.50	, 0.112	, 64.1 ,	80.0 ,							
,	67.00 ,	2.00	, 0.161	, 75.9 ,	98.7 ,							
,	67.50 ,	2.50	, 0.215	, 86.0 ,	116.7 ,							
,	68.00 ,	3.00	, 0.275	, 95.1 ,	134.3 ,							
,	68.50 ,	3.50	, 0.341	, 103.4	152.0 ,							
,	69.00 ,	4.00	, 0.413	, 111.0	169.9 ,							
,	<b>69.50</b> ,	4.50	, 0.491	, 118.2	188.1 ,							
1	70.00	5.00	, 0.574	, 125.0 ,	206.7							
,	70.50 ,	5.50	, 0.663	, 131.4 ,	225.7							
3	71.00 ,	6.00	, 0.758	, 137.5	245.3 ,							
,	71.50 ,	6.50	, 0.858	, 143.4 ,	265.5							
,	72.00 ,	7.00	, 0.964	, 149.0	, 286.2 ,							
,	72.50 ,	7.50	, 1.076	, 154.4 ,	307.6 ,							
,	73.00 ,	8.00	, 1.194	, 159.6 ,	329.6 ,							
,	73.50	8.50	, 1.317	, 164.7	352.2 ,							
,	74.00 ,	9.00	, 1.446	, 169.6	375.5 ,							
,	74.50	9.50	, 1.581	, 174.4 ,	399.5 ,							
,	75.00 ,	10.00	, 1.722	, 179.0 ,	424.1 ,							
,	75.50	10.50	, 1.868	, 183.6	, 449.5 ,							
,	76.00	11.00	, 2.020	, 188.0	475.6 ,							
,	76.50	11.50	, 2.178	, 192.3	502.4 ,							
,	77.00	12.00	, 2.342	, 196.6	, 529.9 ,							
•	77.50	12.50	, 2.511	, 200.7	558.1 ,							
,	78.00	13.00	, 2.686	, 204.8	587.1 ,							
,	78.50	13.50	, 2.867	, 208.7	, 616.8 ,							
,	79.00	14.00	, 3.053	, 212.6	, 647.3 ,							
•	79.50	14.50	, 3.246	, 216.5	, 678.5 ,							
,	80.00	15.00	3.444	, 220.2	, 710.4 ,							

_	80.50		15.50	,	3.647	,	223.9	,	743.1
	81.00		16.00		3.857		227.6		776.6
,	81.50	,	16.50		4.072		231.2		810.8
,	82.00	,	17.00	,	4.293		234.7	,	845.8
,	82.50	,	17.50	,	4.520	,	238.2	,	881.5
,	83.00	,	18.00	,	4.752	,	241.6	,	918.1
,	83.50	,	18.50	,	4.990	,	245.0	,	955.3
•	84.00	1	19.00	,	5.234	,	248.3	,	993.4
,	84.50	,	19.50	,	5.484	,	251.6	,	1032.2
,	85.00	,	20.00	,	5.739	,	254.8	,	1071.8
1	85.50	,	20.50	1	6.000	,	258.0	,	1112.2
1		,	21.00	,	6.267	,	261.2	1	1153.4
,	86.00	,		,		,		,	•
,	86.50	1	21.50	1	6.540	1	264.3	1	1195.3 ,
,	87.00	,	22.00	,	6.818	,	267.4	,	1238.0 ,
,	87.50	,	22.50	1	7.102	,	270.5	,	1281.5 ,
,	88.00	,	23.00	•	7.392	,	273.5	1	1325.8 ,
,	88.50	1	23.50	1	7.688	,	276.5	,	1370.9 ,
,	89.00	,	24.00	,	7.989	,	279.4	1	1416.7 ,
,	89.50	,	24.50	,	8.296	,	282.4	•	1463.3 ,
,	90.00	,	25.00	,	8.609	,	285.3	,	1510.8 ,
,	90.50	,	25.50	1	8.927	,	288.1	,	1559.0 ,
,	91.00	,	26.00	3	9.252	,	291.0	,	1608.0 ,
,	91.50	,	26.50	•	9.582	1	293.8	1	1657.8 ,
,	92.00	,	27.00	,	9.917	•	296.6	,	1708.3 ,
,	92.50	,	27.50	1	10.259	,	299.3	1	1759.7 ,
,	93.00	,	28.00	,	10.606	,	302.1	,	1811.9 ,
,	93.50	,	28.50	1	10.959	,	304.8	,	18 <del>6</del> 4.8 ,
,	94.00	,	29.00	,	11.318	,	307.5	,	1918.6 ,
,	94.50	,	29.50	,	11.682	,	310.1	,	1973.1 ,
,	95.00	,	30.00	3	12.052	,	312.8	1	2028.4 ,
,	95.50	,	30.50	,	12.428	,	315.4	,	<b>2084</b> .6 ,
,	96.00	,	31.00	,	12.810	,	318.0	,	2141.5 ,
,	96.50	,	31.50	,	13.197	,	320.6	,	2199.2 ,
,	97.00	,	32.00	t	13.590	,	323.1	,	2257.7 ,
,	97.50	,	32.50	,	13.989	,	325.6	,	<b>2317.1</b> ,
,	98.00	,	33.00	,	14.394	,	328.2	,	2377.2 ,
,	98.50	,	33.50	,	14.804	,	330.6	,	2438.1 ,
,	99.00	1	34.00	1	15.220	,	333.1	,	2499.8 ,
,	99.50	,	34.50	,	15.642	,	335.6	,	<b>2562</b> .3 ,
,	100.00	,	35.00	,	16.070	,	338.0	,	<b>2625</b> .6 ,
,	100.50	,	35.50	,	16.503	,	340.4	,	2689.7 ,
,	101.00	,	36.00	,	16.942	,	342.9	,	2754.6 ,
,	101.50	,	36.50	,	17.387	,	345.2	,	<b>2820</b> .3 ,
,	102.00	•	37.00	,	17.837	,	347.6	,	2886.8 ,
,	102.50		37.50	,	18.294	,	350.0	,	2954.1 ,
,	103.00		38.00	,	18.756	,	352.3	,	3022.2 ,
,	103.50	,	38.50	,	19.223	,	354.6	,	3091.2
,	104.00		39.00	,	19.697		357.0	,	3160.9
	104.50		39.50	,	20.176	,	359.2	,	3231.4 ,
,	105.00		40.00	,	20.661	,	361.5	,	3302.7 ,
,	105.50		40.50	,	21.152	,	363.8	,	3374.8 ,
	106.00		41.00	,	21.648		366.0	,	3447.7
,	106.50		41.50		22.150		368.3	,	3521.5 ,
,	,	,		•		•		•	

, 107.50 , 42.50 , 23.172 , 3	70.5 , 3596.0 , 72.7 , 3671.3 , 74.9 , 3747.5 , 77.1 , 3824.4 , 79.3 . 3902.2 .
, , , , , , , , , , , , , , , , , , , ,	74.9 , 3747.5 , 77.1 , 3824.4 ,
108.00 43.00 23.691 3	77.1 , 3824.4 ,
	, , ,
, 108.50 , 43.50 , 24.217 , 3	79.3 . 3902.2 .
, 109.00 , 44.00 , 24.747 , 3	
, 109.50 , 44.50 , 25.284 , 3	31.4 , 3980.7 ,
, 110.00 , 45.00 , 25.826 , 36	33.6 , 4060.1 ,
, 110.50 , 45.50 , 26.375 , 3	35.7 , 4140.2 ,
, 111.00 , 46.00 , 26.928 , 3	37.9 , 4221.2 ,
, 111.50 , 46.50 , 27.488 , 3 <sup>1</sup>	90.0 , 4303.0 ,
, 112.00 , 47.00 , 28.053 , 3	92.1 , 4385.5 ,
, 112.50 , 47.50 , 28.624 , 39	94.2 , 4468.9 ,
, 113.00 , 48.00 , 29.201 , 3 <sup>1</sup>	96.2 , 4553.1 ,
, 113.50 , 48.50 , 29.784 , 3	98.3 , 4638.1 ,
, 114.00 , 49.00 , 30.372 , 49.00	00.4 , 4723.9 ,
, 114.50 , 49.50 , 30.966 , 49.50	02.4 , 4810.5 ,

INFLOW-OUTFLOW HYDROGRAPH Reservoir Routing Method



Page 1

## ROUTING THROUGH A CULVERT USING HCFCD CRITERIA Please Press Alt-M When You Are Done Editing

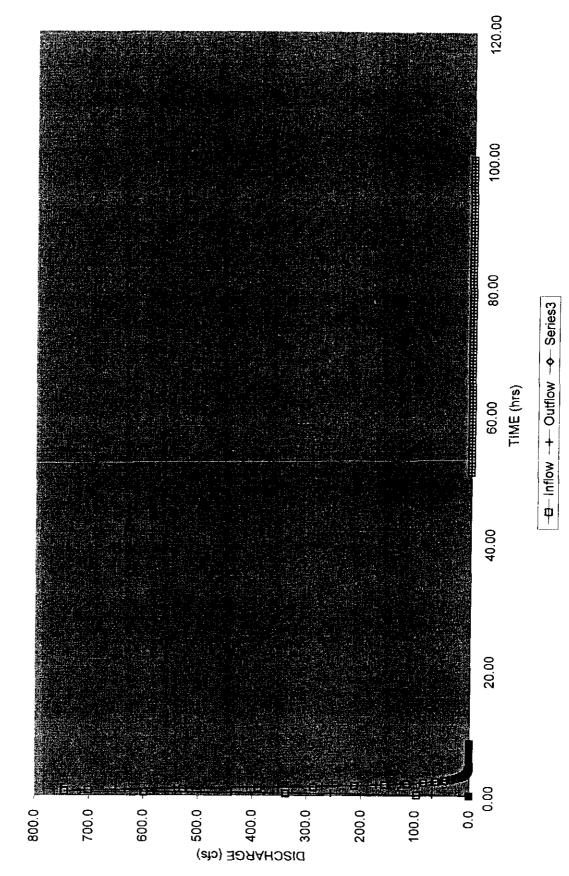
				CHANNEL F			ROUTING				
				Bot Width	<u>=</u>	100	ft				
Qp?	=	752.83	cfs	Left SS	=	4:	1				
Area?	=	188.66	acres	Right SS	=	4:	1				
delta t?	=	0.17	hr.	Length	=	300	ft				
Exist Q?	=	725.47	cfs	Depth	Ξ	9	ft				
Volume?	=	4	inches	TW elev	=	65.25	ft				
DIAM	=	84	inches	FL elev	=	65.00	ft				
RISE	=	0	ft	Тp	=	43.6	min				
SPAN	=	0	ft	MAX IN	=	745.0 @	0	.68	hr		
LENGTH	=	42.3	ft	MAX OUT	=	650.7 @	0	.85	hr		
n	=	0.012	REQ' D	STORAGE	=	0.0	acre-ft				
Ce	=	0.50	AVAILABLE	STORAGE	=	6.4	acre-ft				
STG INCR	=	0.50	ft	MAX HEAD	=	8.75	ft				
			MAX ALLO\	<i>N</i> Q	=	725.4	cfs				

	INIX ALEOVA Q -										
=	========	=======================================	2700405		= =====================================						
,		07105	, STORAGE	, DISCHARGE	, , , , , ,						
,	ELEV ,	STAGE	, for stage	, for stage	, 2S/t + O ,						
•	(ft)	(ft)	, (ac-ft)	, (cfs)	, (cfs) ,						
,	======		, =======	, =======	, ====== ,						
,	65.00	0.00	, 0.000	, 0.0	, 0.0 ,						
1	65.50		, 0.351	, 122.6	, 172.6 ,						
,	66.00	1.00	, 0.716	, 212.4	, 314.3 ,						
,	66.50	1.50	, 1.095	, 274.2	, 430.1 ,						
,	67.00	2.00	, 1.488	, 324.4	, 536.2 ,						
,	67.50	2.50	, 1.894	, 367.8	, 637.4 ,						
,	68.00	3.00	, 2.314	, 406.7	, 736.1 ,						
,	68.50	3.50	, 2.748	, 442.1	, 833.3 ,						
,	69.00	4.00	, 3.196	, 474.9	, 929.8 ,						
,	69.50	4.50	, 3.657	, 505.5	, 1026.1 ,						
,	70.00	5.00	, 4.132	, 534.5	, 1122.7 ,						
,	70.50	5.50	, 4.621	, 561.9	, 1219.7 ,						
,	71.00	6.00	, 5.124	, 588.0	, 1317.4 ,						
·	71.50	6.50	, 5.640	, 613.1	, 1416.0 ,						
,	72.00	7.00	, 6.171	, 637.1	, 1515.5 ,						
,	72.50	7.50	, 6.715	, 660.3	, 1616.2 ,						
,	73.00	8.00	, 7.273	, 682.7	, 1718.0 ,						
,	73.50	8.50	, 7.844	, 704.4	, 1821.0 ,						
,	74.00	9.00	, 8.430	, 725.4	, 1925.4 ,						
	74.50	9.50	, 9.029	, 745.8	, 2031.1 ,						
,	75.00	10.00	, 9.642	, 765.7	2138.3 ,						
,	75.50	10.50	, 10.269	, 785.1	, 2246.9 ,						
,	76.00	11.00	, 10.909	, 804.0	, 2357.0 ,						
,	76.50	11.50	, 11.563	, 822.5	, 2468.6 ,						
	77.00	12.00	, 12.231	, 840.6	2581.8 ,						
	77.50	12.50	, 12.913	, 858.3	, 2696.5 ,						
•	78.00	13.00	, 13.609	, 875.6	, 2812.9 ,						
,	78.50	13.50	, 14.318	, 892.6	, 2930.9 ,						
,	79.00	14.00	, 15.041	, 909.3	3050.5 ,						
,	79.50	14.50	, 15.778	, 925.7	, 3171.8 ,						
,	80.00	15.00	, 16.529	, 941.8	, 3294.7 ,						

	80.50	. 15.50	17.293 ,	957.6	3419.4
,	81.00	16.00	18.072	973.2	3545.8
,	81.50	, 16.50 ,	18.864 ,	988.5	3673.8
,	82.00	. 17.00	19.669 ,	1003.6	3803.6
,	82.50	, 17.50 ,	20.489	1018.5	3935.2
,	83.00	, 18.00 ,	21.322	1033.2	4068.4
,	83.50	, 18.50 ,	22.169	1047.6	4203.5
,	84.00	19.00	23.030	1061.9	4340.3
,	84.50	, 19.50 ,	23.905 ,	1075.9	4478.9
,	85.00	20.00	24.793 ,	1089.8	4619.2
,	85.50	, 20.50 ,	25.696 ,	1103.5	4761.4
,	86.00	, 20.00 , . 21.00 .	26.612	1117.1	4905.3
,	86.50	, 21.50 , . 21.50 ,	27.541	1130.4	5051.0 ,
,	87.00	, 21.30 , . 22.00 .	28.485	1143.7	5198.6 .
,	87.50 87.50	, 22.50 , . 22.50 .	29.442 ,	1156.7	5347.9
,		, 22.30 , . 23.00 .	30.413 .	1169.6	5499.1 .
,	88.00	, 23.50 , . 23.50 ,	31.398 .	1182.4	5652.0
,	88.50	, 23.30 , , 24.00 ,	32.397	1195.1	5806.8 .
,	89.00	•		1207.6	5963.5 .
,	89.50	, 24.50 ,	33.409 , 34.435 .	1220.0	6121.9
,	90.00	, 25.00 ,	•	1232.2	6282.2
1	90.50	, 25.50 ,	35.475 ,	•	•
t	91.00	, 26.00 ,	36.529 ,	1244.4 ,	6444.4 ,
,	91.50	, 26.50 ,	37.596 ,	1256.4 ,	6608.4 ,
,	92.00	, 27.00 ,	38.678 ,	1268.3 ,	6774.2 ,
1	92.50	, 27.50 ,	39.773 ,	1280.1 ,	6941.9 ,
,	93.00	, 28.00 ,	40.882 ,	1291.8 ,	7111.4 ,
,	93.50	, 28.50 ,	42.004 ,	1303.4 ,	7282.8 ,
,	94.00	, 29.00 ,	43.140 ,	1314.9 ,	7456.0 ,
,	94.50	, 29.50 ,	44.291 ,	1326.3 ,	7631.2 ,
,	95.00	, 30.00 ,	45.455 ,	1337.5 ,	7808.1 ,
,	95.50	, 30.50 ,	46.632 ,	1348.7 ,	7987.0 ,
,	96.00	, 31.00 ,	47.824 ,	1359.8 ,	8167.7 ,
,	96.50	, 31.50 ,	49.029 ,	1370.8 ,	8350.3 ,
,	97.00	, 32.00 ,	50.248 ,	1381.8 ,	8534.7 ,
,	97.50	, 32.50 ,	51.481 ,	1392.6 ,	8721.0 ,
,	98.00	, 33.00 ,	<b>52</b> .727 ,	1403.4 ,	8909.2 ,
,	98.50	, 33.50 ,	53.988 ,	1414.0 ,	9099.3 ,
,	99.00	, 34.00 ,	55.262 ,	1424.6 ,	9291.3 ,
1	99.50	, 34.50 ,	56.550 ,	1435.1 ,	9485.1 ,
,	100.00	, 35.00 ,	57.851 ,	1445.6 ,	9680.9 ,
,	100.50	, 35.50 ,	59.167 ,	1455.9 ,	9878.5 ,
,	101.00	, 36.00 ,	60.496 ,	1466.2 ,	10078.0 ,
,	101.50	, 36.50 ,	61.839 ,	1476.5	10279.4 ,
,	102.00	, 37.00 ,	63.196 ,	1486.6 ,	10482.7 ,
,	102.50	, 37.50 ,	64.566 ,	1496.7 ,	10687.9 ,
,	103.00	, 38.00 ,	65.950 ,	1506.7 ,	10894.9 ,
,	103.50	, 38.50 ,	67.348 ,	1516.6 ,	11103.9 ,
,	104.00	, 39.00 ,	68.760 ,	1526.5 ,	11314.7 ,
٠,	104.50	, 39.50 ,	70.186 ,	1536.3 ,	11527.5 ,
,	105.00	, 40.00 ,	71.625 ,	1546.1 ,	11742.2 ,
,	105.50	, 40.50 ,	73.079 ,	1555.8 ,	11958.7 ,
,	106.00	, 41.00 ,	74. <b>54</b> 5 ,	1565.4 ,	12177.2 ,
,	106.50	, 41.50 ,	76.026 ,	1575.0 ,	12397.5 ,

,	107.00	,	42.00	1	77.521	,	1584.5	1	12619.8	,
	107.50	,	42.50	,	79,029	,	1594.0	5	12844.0	,
	108.00	,	43.00	,	80.551	,	1603.4	,	13070.0	,
	108.50	,	43.50	,	82.087	,	1612.7	1	13298.0	,
	109.00	,	44.00	3	83.636	,	1622.0	,	13527.9	,
	109.50	1	44.50	,	85.200	,	1631.3	,	13759.7	,
	110.00	•	45.00	,	86.777	,	1640.4	3	13993.4	,
	110.50	,	45.50	,	88.368	,	1649.6	,	14229.0	,
	111.00	•	46.00	,	89.972	1	1658.7	3	14466.5	,
•	111.50	,	46.50	,	91.591	,	1667.7	,	14705.9	,
	112.00		47.00	,	93.223	,	1676.7	1	14947.3	,
,	112.50	,	47.50	,	94.869	,	1685.6	,	15190.5	,
	113.00	•	48.00	,	96.529	,	1694.5	,	15435.7	,
	113.50	,	48.50	,	98.202	,	1703.4	,	15682.8	,
	114.00	•	49.00	,	99.890	,	1712.2	,	15931.8	,
,	114.50	,	49.50	,	101.591	,	1720.9	,	16182.7	,

INFLOW-OUTFLOW HYDROGRAPH Reservoir Routing Method



## ROUTING THROUGH A CULVERT USING HCFCD CRITERIA Please Press Alt-M When You Are Done Editing

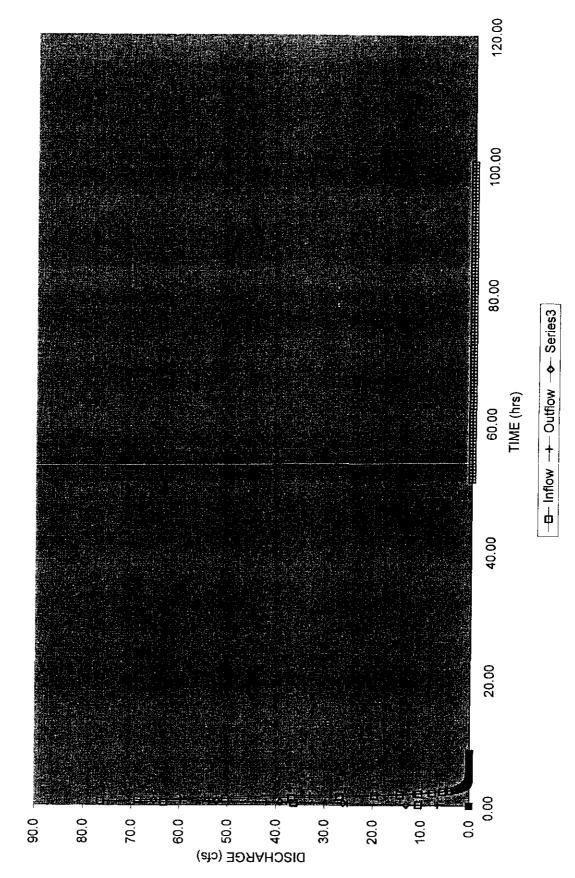
				CHANNEL	ROUTII	NG			
				Bot Width	=	15	ft		
Qp?	=	76.61	cfs	Left SS	=	4:	1		
Area?	=	18.56	acres	Right SS	=	4:	1		
delta t?	=	0.17	hr.	Length	=	350	ft		
Exist Q?	=	65.26	cfs	Depth	=	4	ft		
Volume?	=	4	inches	TW elev	=	65.25	ft		
DIAM	=	30	inches	FL elev	=	65.00	ft		
RISE	=	0	ft	Тр	=	42.2	min		
SPAN	=	0	ft	MAX IN	=	76.4 @		0.68	hr
LENGTH	=	0.5	ft	MAX OUT	=	59.7 @		0.85	hr
n	=	0.012	REQ' D	STORAGE	=	0.8	acre-ft	t	
Ce	=	0.50	AVAILABLE	STORAGE	=	0.9	acre-ft	i	
STG INCR	=	0.50	ft	MAX HEAD	=	3.75	ft		
			MAX ALLO	<i>N</i> Q	=	62.2	cfs		

_					
,		,	, STORAGE	, DISCHARGE ,	,
,	ELEV	, STAGE	, for stage	, for stage ,	2S/t + O ,
,	(ft)	, (ft)	, (ac-ft)	, (cfs) ,	(cfs) ,
,	=======	, =======	, =======	, ======= ,	======= ,
,	65.00	, 0.00	, 0.000	, 0.0 ,	0.0 ,
,	65.50	, 0.50	, 0.068	, 16.1 ,	25.8 ,
,	66.00	, 1.00	, 0.153	, 27.8 ,	49.5 ,
,	66.50	, 1.50	, 0.253	, 35.9 ,	71.9 ,
,	67.00	, 2.00	, 0.370	, 42.5 ,	95.1 ,
,	67.50	, 2.50	, 0.502	, 48.2 ,	119.6 ,
,	68.00	3.00	, 0.651	, 53.2 ,	145.9 ,
,	68.50	3.50	0.816	57.9 ,	174.0 ,
,	69.00	4.00	0.996	62.2 ,	204.0 ,
,	69.50	4.50	, 1.193	, 66.2 ,	236.0 ,
,	70.00	5.00	1.406	70.0 ,	270.1 ,
,	70.50	5.50	1.635	73.6 ,	306.3 ,
,	71.00	, 6.00	, 1.880 ,	77.0 ,	344.6 ,
,	71.50	6.50	2.141 ,	80.3 ,	385.1 ,
,	72.00	7.00	2.419	83.4 ,	427.7 ,
,	72.50	7.50	, 2.712 ,	. 86.4 ,	472.5 ,
,	73.00	8.00	3.021 ,	89.4 ,	519.4 ,
,	73.50	8.50	3.347 ,	92.2 ,	568.6 ,
,	74.00	9.00	3.688 ,	<b>95.0</b> ,	620.0 ,
,	74.50	9.50	<b>4</b> .046 ,	97.6 ,	673.5 ,
,	75.00 ,	10.00 ,	4.419	100.2 ,	729.3 ,
,	75.50	10.50	4.809 ,	102.8 ,	787.3 ,
,	76.00 ,	11.00	5.215 ,	105.3 ,	847.6 ,
,	76.50 <u>,</u>	11.50 ,	5.636 ,	107.7 ,	910.0 ,
,	77.00 ,	12.00	6.074 ,	110.0 ,	974.7 ,
,	77.50 ,	12.50 ,	6.528 ,	112.4 ,	1041.7 ,
,	78.00 ,	13.00 ,	6.998 ,	114.6 ,	1110.9 ,
,	<b>78</b> .50 ,	13.50 ,	<b>7.48</b> 5 ,	116.9 ,	1182.3
,	79.00 ,	14.00 ,	<b>7.987</b> ,	119.0 ,	1256.0 ,
,	79,50 ,	14.50 ,	8.505 ,	121.2 ,	1331.9 ,
,	80.00 ,	15.00 ,	9.039 ,	123.3 ,	1410.1

	80.50	, 15.50	, 9.590 ,	125.4 ,	1 <b>4</b> 90.5 ,
,	81.00	. 16.00	10.156	127.4 ,	1573.2 ,
,	81.50	. 16.50	10.739	129.4	1658.1
,	82.00	17.00	, 11.337	131.4	1745.3
,	82.50	. 17.50	, 11.952	133.3	1834.7
,	83.00	18.00	, 12.583	135.2	1926.4
,	83.50	18.50	, 13.229	137.1 ,	2020.4
,	84.00	19.00	, 13.892	139.0	2116.6
,	84.50	, 19.50	, 14.571 ,	140.8	2215.1
1	85.00	20.00	, 15.266 ,	142.7	2315.9
1	85.50	20.50	, 15.200 , . 15.977 .	144.5	2418.9
,	86.00	, 20.00	, 16.705 ,	146.2	2524.2
,	86.50	, 21.50	, 10.703 , , 17.448 ,	148.0 ,	2631.7 ,
7	87.00	, 21.30	, 18.207	149.7	2741.5 ,
,	87.50 87.50	, 22.50	, 18.982 ,	151.4	2853.6
,		, 22.30	, 18.362 , , 19.774 .	153.1	2968.0
,	88.00	•	, 19.774 , . 20.581 .	154.8	3084.6 .
,	88.50	, 23.50	, 20.361 , . 21.405 .	156.4	3203.5
,	89.00	, 24.00	,	•	•
,	89.50	, 24.50	, 22.245 ,	158.1 ,	3324.7 ,
,	90.00	, 25.00	, 23.100 ,	159.7 ,	3448.1 ,
1	90.50	, 25.50	, 23.972 ,	161.3 ,	3573.8 ,
,	91.00	, 26.00	, 24.860 ,	162.9 ,	3701.8 ,
1	91.50	, 26.50	, 25.764 ,	164.5 ,	3832.0 ,
,	92.00	, 27.00	, 26.684 ,	166.0 ,	3964.6 ,
1	92.50	, 27.50	, 27.620 ,	167.6 ,	4099.4 ,
- 1	93.00	, 28.00	, 28.572 ,	169.1 ,	4236.4 ,
,	93.50	, 28.50	, 29.540 ,	170.6 ,	4375.8 ,
,	94.00	, 29.00	, 30.525	172.1 ,	4517.4 ,
,	94.50	, 29.50	, 31.525 ,	173.6 ,	4661.3 ,
,	95.00	, 30.00	, 32.541 ,	175.1 ,	4807.4 ,
,	95.50	, 30.50	, 33.574 ,	176.6 ,	4955.9 ,
,	96.00	, 31.00	, 34.622 ,	178.0 ,	<b>5106</b> .6 ,
,	96.50	, 31.50	, 35.687 ,	179.5 ,	5259.6 ,
,	97.00	, 32.00	, 36.768 ,	180.9 ,	<b>5414</b> .9 ,
,	97.50	, 32.50	, 37.864 ,	182.3 ,	5572.4 ,
1	98.00	, 33.00	, 38.977 ,	183.7 ,	5732.2 ,
,	98.50	, 33.50	, 40.106 ,	185.1 ,	5894.3 ,
,	99.00	, 34.00	, 41.251 ,	186.5 ,	6058.7 ,
,	99.50	, 34.50	, 42.412 ,	187.9 ,	<b>6225.4</b> ,
,	100.00	, 35.00	, 43.589 ,	189.2 ,	6394.3 ,
,	100.50	, 35.50	, 44.782 ,	190.6 ,	6565.5 ,
,	101.00	, 36.00	, 45.992 ,	191.9 ,	6739.0 ,
,	101.50	, 36.50	, 47.217 ,	193.3 ,	6914.8 ,
,	102.00	, 37.00	, 48.458 ,	194.6 ,	7092.8 ,
,	102.50	, 37.50	, 49.716 ,	195.9 ,	<b>7273.1</b> ,
,	103.00	, 38.00	, 50.989 ,	197.2 ,	<b>7455</b> .7 ,
,	103.50	, 38.50	, 52.279 ,	198.5 ,	76 <b>4</b> 0.6 ,
,	104.00	, 39.00	, 53.585 ,	199.8 ,	7827 <i>.</i> 8 ,
<del>~</del> . ,	104.50	, 39.50	, 54.906 ,	201.1 ,	8017.2 ,
,	105.00	, 40.00	, 56.244 ,	202.4 ,	<b>8208</b> .9 ,
,	105.50	, 40.50	, 57.598 ,	203.7 ,	8402.9 ,
,	106.00	, 41.00	, 58.968 ,	204.9 ,	<b>85</b> 99.2 ,
,	106.50	, 41.50	, 60.354 ,	206.2 ,	<b>8797.8</b> ,

1	107.00	,	42.00	,	61.756	,	207.4	,	8998.6	,
,	107.50	,	42.50	,	63.174	,	208.7	,	9201.7	,
	108.00	•	43.00	,	64.609	j	209.9	,	9407.1	,
,	108.50	•	43.50	,	66.059	,	211.1	,	9614.8	,
,	109.00	•	44.00	,	67.525	j	212.3	,	9824.8	1
	109.50	•	44.50	,	69.008	,	213.5	,	10037.0	,
	110.00	,	45.00	,	70.506	j	214.7	,	10251.5	3
,	110.50	,	45.50	,	72.021	,	215.9	,	10468.3	,
1	111.00	,	46.00	,	73.551	ı	217.1	ı	10687.4	1
	111.50	,	46.50	,	75.098	,	218.3	,	10908.8	,
,	112.00	•	47.00	1	76.661	,	219.5	3	11132.4	,
,	112.50	•	47.50	1	78.240	,	220.7	,	11358.3	,
	113.00	•	48.00	,	79.835	,	221.8	,	11586.5	1
,	113.50	,	48.50	,	81.446	,	223.0	,	11817.0	,
•	114.00		49.00	,	83.073	,	224.1	,	12049.8	,
	114.50		49.50	,	84.716	,	225.3	,	12284.8	,

INFLOW-OUTFLOW HYDROGRAPH Reservoir Routing Method



## PRELIMINARY ENGINEERING REPORT FOR TRAMMEL FRESNO ROAD FROM HILLCROFT AVENUE TO FM 521 Purchase Order No. PC 0430000245

Part 9
Communications

### BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS
1980 Post Oak BLVD., Suite 1640, Houston, TX 77056-3809
(713) 892-5901 - FAX (713) 892-5908

### M $\mathbf{E}$ $\mathbf{E}$ TI T N G $\mathbf{R}$ $\mathbf{E}$ P R О Job No.: 4036-01 Date: September 2, 2003 Job Title: Trammel Road Project from FM 521 to Hillcroft Road Carter::Burgess Office Meeting Location: Attendees: David Balmos, P.E. – Carter::Burgess (CB) Leonard "Chuck" Dawkin, R.P.L.S. - TSC Surveying Company (TSC) B. Krishna "Chris" Goparaju, Ph.D. – QC Laboratories, Inc. (QCL)

Larry J. Allen, P.E. - Burk-Kleinpeter, Inc. (BKI)

### Summary:

- CB provided a description on the project and the overall limits and presented a copy of an aerial layout to BKI.
- Cater::Burgess provided BKI 11"x17" copies of signed and sealed drawings of the proposed Fort Bend Parkway /Trammel-Fresno Intersection.
- CB indicated that BKI should contact Water Improvement District for existing easement and utility information.
- CB indicated that the survey monumentation along the proposed Fort Bend County Parkway would serve as the control for this project. TSC would contact TxDOT for survey monument information along FM521.
- CB indicated that this project is lump sum and invoicing could be provided on a percentage completion basis.
- CB indicated the project can be done in Microstation.
- CB indicated the Fort Bend County Road and Bridge Department could be contacted for existing drawings of the bridge over Mustang Bayou.
- CB indicated a railroad permit would be required for this project.
- CB provided TSC an electronic copy of the aerial layout.
- BKI to provide TSC an electronic copy of Fort Bend County's Tax Maps.

BKI indicated that the 30-foot depth of borings, near Mustang Bayou bridge, were not deep enough. BKI suggested 80-foot depth of borings. QCL indicated the boring depth was based on providing a preliminary investigation. CB suggested the drillings should be deep enough to obtain adequate information during the first investigation.

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REV 11/15/96

### **BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS
1980 Post Oak Blvd., Suite 1640, Houston, TX 77056-3809
(713) 892-5901 - FAX (713) 892-5908

,	Summary
	(Cont'd):
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1	
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ĺ	These minutes represent BKI's understanding of the meeting. If there are any discrepancies please contact us. If there are no comments
	concerning these minutes it will be BKI's understanding these minutes
ĺ	are acceptable.
1	
L	
	Written by: Larry J. Allen Date: September 5, 2003
_	Copies to: Attendees
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### **BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 1980 POST OAK BLVD., SUITE 1640, HOUSTON, TX 77056-3809 (713) 892-5901 - FAX (713) 892-5908

### MEETING REPORT

Job No.: 4036-01 Date: October 30, 2003

Job Title: Trammel Road Project from FM 521 to Hillcroft Road

Meeting

Location: Office of Carter::Burgess – 8th Floor Conference Room

Attendees: Jesse Hegemier, P.E. – Fort Bend County Engineering (FBCE)

David Balmos, P.E. - Carter::Burgess (CB)

Daniel P. Coyer, R.P.L.S. - TSC Surveying Company (TSC)

Larry J. Allen, P.E. – Burk-Kleinpeter, Inc. (BKI)

### Summary:

- \*BKI provided a copy of a 30% submittal P.E.R. describing information obtained to-date, anticipated activities, and the overall template for completing the Report.
- •BKI stated they had not received the survey information.
- •CB asked TSC about the status of the survey and when would it be completed. TSC stated the field-work was completed and the updated survey (DTM) would be completed and sent to BKI by 11-03-03. CB also stated that a raster image was not to be provided due to the extra cost to furnish it. TSC also expressed difficulty in locating the existing property corners and requested approval of \$1,500 for abstracting services, however, CB denied the request. FBCE suggested that TSC investigate current tax maps and develop an "apparent" R.O.W. map.
- •CB asked BKI to provide three (3) typical sections: open ditch with an expanded R.O.W., asphalt pavement with open ditch within 100-foot R.O.W., and a concrete curb and gutter section within 100-foot R.O.W.
- •BKI explained various design options regarding the existing bridge over Mustang Bayou. BKI stated preliminary analysis indicated the bridge might have to be replaced; to comply with recent hydraulic requirements. CB and FBCE preferred keeping the existing because it was not very old.
- •CB asked BKI to provide a "roll" plot of the project with horizontal and vertical alignment data, sometime during the week of 11-17-03.
- •CB also stated that the 11"x17" drawings should be separated from the report in the final P.E.R. submittal.

BURK-KLEINPETER, INC. ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 1980 POST OAK BLVD., SUITE 1640, HOUSTON, TX 77056-3809 (713) 892-5901 - FAX (713) 892-5908

İ	Summary (Cont'd):
	These minutes represent BKI's understanding of the meeting. If there
	are any discrepancies please contact us. If there are no comments concerning these minutes it will be BKI's understanding these minutes are acceptable.
	Written by: Larry J. Allen Date: November 3, 2003  Copies to: Attendees

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### BURK-KLEINPETER, INC. ENGINEERS. ARCHITECTS. PLANNERS. ENVIRONMENTAL SCIENTISTS

6420 RICHMOND AVE. SUITE 675
HOUSTON, TEXAS 77057
TELEPHONE (713) 892-5901 FAX (713) 892-5908

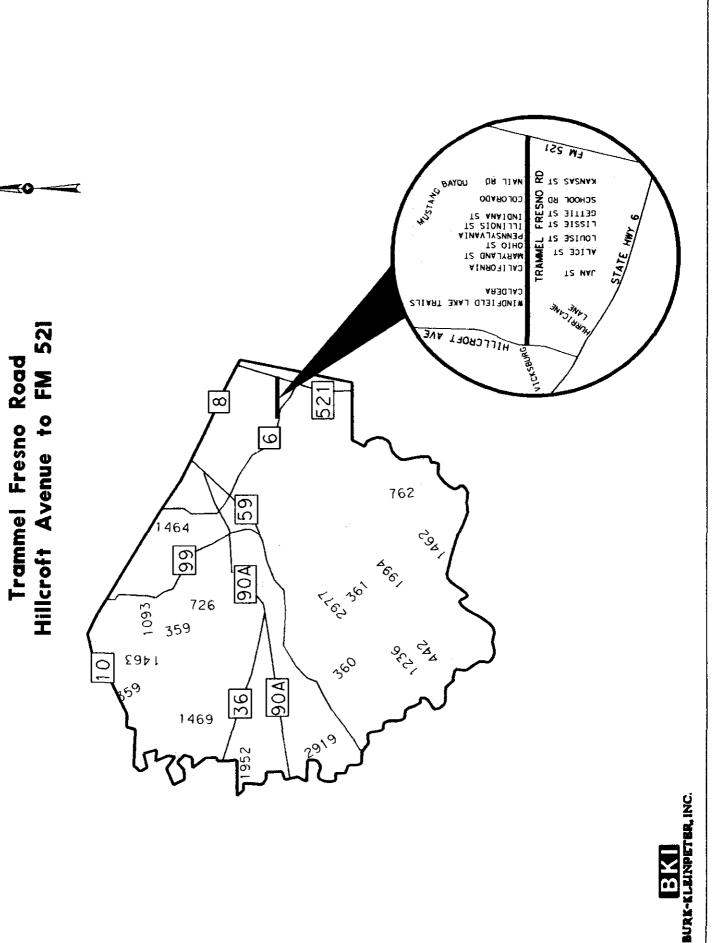
WWW.BKIUSA.COM

## Preliminary Engineering Report TRAMMEL FRESNO ROAD



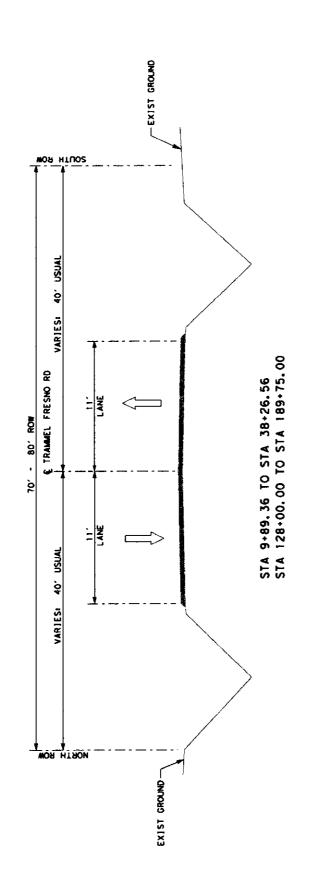
Fort Bend County

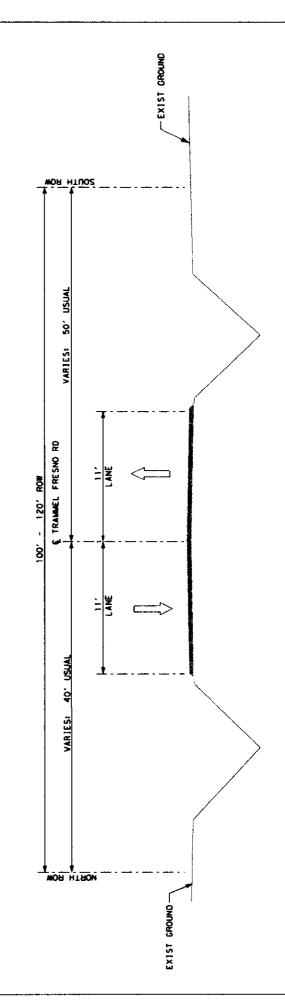
BURK-KLEINPETER, INC.



Project Location

# Existing Typical Sections





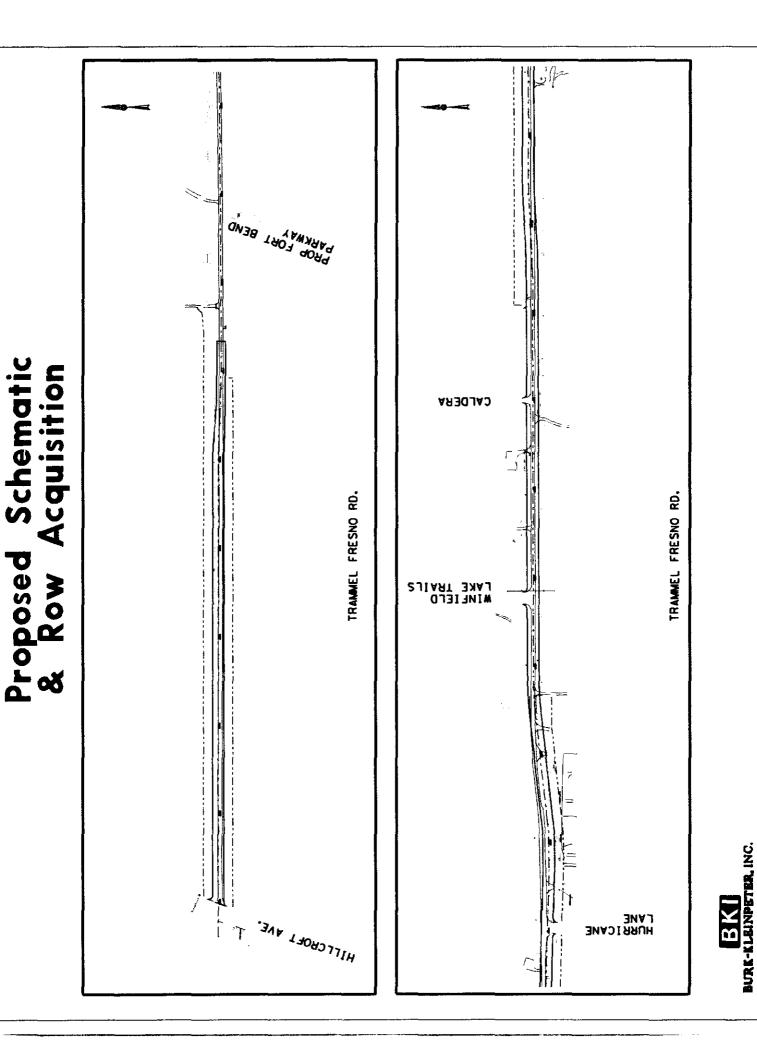


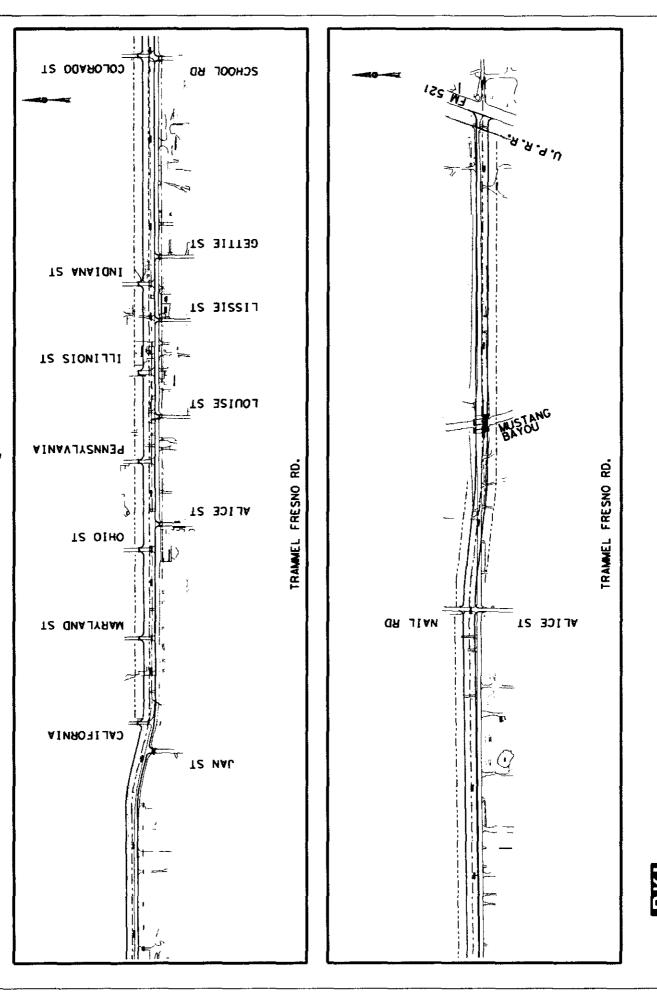
STA 62+38.00 TO STA 128+00.00 STA 189+75.00 TO STA 218+01.42

### - PROP UTILITY LINES - EXIST GROUND EXIST 8" FORCE NAIN (TO BE RELOCATED) EXIST 12" WATERLINE (TO BE RELOCATED) PROP UTILITY LINES EXIST GROUND PROP 66" RCP STM SWR EXIST 8" FORCE MAIN TO BE RELOCATED (LIMITS VARY) EXIST 12" WATERLINE TO BE RELOCATED (LIMITS VARY) WOR HTUOS VARIES (19' - 49' BO' (USUAL) 28' (USUAL) **Proposed Typical Sections** COSUAL) PROP & TRAMMEL FRESNO RD STA 9-89.36 TO STA 41-66.57 STA 61-43.20 TO STA 78-19.87 STA 100-41.00 TO STA 218-01.42 PROP & TRAMMEL FRESNO RD STA 78+19,87 TO STA 100+41,00 PROP PCL PROP 160' ROW USUAL ଡ଼ 7 PROP PCL VARIES (0' - 14') VARIES (0' - 14') EX15T 120' ဓှဓှ 62, 60' (USUAL) 7.5° BO' (USUAL) VARIES (19' - 49') 28' (USUAL) LIMITS (E) ၜ WORTH ROW PROP UTILITY LINES EXIST GROUND PROP 72" RCP STM SWR MORTH ROW 2' BERM PROP UTILITY LINES EXIST GROUND -

BURK-KLEINPETER, INC.

BK





Proposed Schematic & Row Acquisition

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## Project Overview

19,000 LF	160 Feet	4-Lane Asphalt Roadway with	Primarily open ditch with	\$9,200,000
40 mph		a continuous left turn lane	limited Storm Sewer systems	(10% contingency included)
Project Length Design Speed Limit	Prop. Right-of-Way Width	Prop. Typical Section	Orainage System	Total Estimated Construction Cost



### Schedule

	Sept 2004	October 2004	November 2004	December 2006
Plans and Specifications	Complete	Advertising/Bids Due	Begin Construction	Complete Construction



### IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2004

On this the day of	or <u>rebruary</u> , 2004	, the Commissioner	s Court, with i	ne rollowing members being presen
	Robert E. Hebert	<ul> <li>County Judg</li> </ul>	je	
	Tom Stavinoha	<ul> <li>Commission</li> </ul>	er Precinct #1	
	Grady Prestage	-	er Precinct #2	
	Andy Meyers		er Precinct #3	
	James Patterson	- Commission	er Precinct #4	
The following proceeding	ngs were had, to-writ,			
THAT WHEREAS, thereto Fort Bend County; and	fore, on September 9, 2003, the	he Court heard and ap	proved the bu	idget for the year 2004 for
	olication, the Commissioners' The transfer does not increase			idget surplus to a budget
The following transfers to s	said budget are hereby authori	ized:		
Department Name:	Drainage District	<b>t</b> Departmen	it #:	051
TRANSFER TO:				
LINE-ITEM NAM	WE	NUMBER		AMOUNT
Salaries & Labor		0200		\$17,500
Social Security		0300		\$1,339
Retirement		0400	_	\$1,859
	TOTAL TRA	NSFERRED TO	<del></del> \$	\$20,698
TRANSFER FROM:				<u> </u>
Salaries & Labor	010	-045-0450-0200		\$20,698
	TOTAL TRANS	FERRED FROM	1: <u>\$</u>	\$20,698
EXPLANATION: <u>Sal</u>	ary adjustments from	HayGroup Study	/	
Department Head:	Jame Edwa	Date	: Feb	25,2004
THE COUNTY OF FORT	BEND USE	WHOLE DOLL	ARS ONL	<u>.y</u>
BY:Robert E. Hebet	R, County Judge	_		

RECORDED ON 3 36.04 IN THE COMMISSIONER COURT MINUTES OF 3-2-04

THE STATE OF TEXAS

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COUNTY OF FORT BEND

Dianne Wilson, County Clerk

Original Order was peided up by angela @ G. attorneys I

ORDER AUTHORIZING EXPENSES OF LITIGATION RECURDED ON THE STATE OF TEXAS S COUNTY OF FORT BEND S  ORDER AUTHORIZING EXPENSES OF LITIGATION RECURDED ON S ON THE COMMISSIONER COURT MINUTES OF 3-Q-OT .
THE STATE OF TEXAS § IN THE COMMISSIONER COURT
•
On this the 200 day of MACO. 2004, at a regular meeting of the Commissioners'
Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, upon motion
of Commissioner NAHUSON, seconded by Commissioner STAVI A. duly put and
carried;
WHEREAS, the County Attorney is of the opinion that in order to properly prepare a
defense in this suit, it will be necessary to incur litigation expenses for any and all costs of pre-
trial, trial and appeal, including, but not limited to, discovery costs; court reporter fees; out-of-
county travel, lodging and meals; parking fees; expert witness consultation and testimony fees;
subpoenas; investigation expenses; printing costs for briefs; appeal and removal bonds; plus
incidental costs for Cause No. 03-CV-130192; Sharon Kay Petrenella v. County of Fort Bend,
Texas; In the 268th Judicial District Court, Fort Bend County, Texas.
IT IS ORDERED THAT BEN W. "Bud" CHILDERS, County Attorney of Fort Bend
County, Texas, be, and he is hereby, authorized to incur litigation expenses as set out above in
the amount of ONE THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$1,500.00) to be
charged to charged to Fund 010-068-0403-7100.
FORT BEND COUNTY, TEXAS
Lalley Nelleer
Robert E. Hebert, County Judge
ATTEST / MIDON_

3-25-04 Original Order was pickedup by Angela @ Co. attorney Office.

Dianne Wilson, County Clerk