

March 1, 2005

IMAGED 327 PAGES
ON 3-7-05
DATE

**NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, MARCH 1, 2005
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 22, 2005.
4. Announcements and Public Comments.
5. PUBLIC HEARINGS: 1:00 p.m. Conduct Public Hearings and take all appropriate action on the following matters:
 - A. Acceptance of the traffic control plan for Sun Ranch, Pct. 1.
 - B. Approve replat of Bubbles Express Reserve, being a replat of Reserve "A" of Kingsbridge Commerce Park, Sec. 2, Pct. 3.

CONSENT AGENDA ITEMS 6-20:

6. Approve out-of-state travel requests for County personnel:
 - A. **Engineering:** R. LaBarbera to San Diego, California, July 24-29, 2005, to attend the ESRI User Conference. (Fund: 043-4014)
 - B. **Sheriff's Office:** J. Pokluda, D. Sodolak, and B. Zotyka to Columbus, Ohio, March 14-17, 2005, for site visit to mobile command post. (Fund: 010-027-0270-4014)
7. **COUNTY JUDGE:**
 - A. Set Public Hearing for Tuesday, March 22, 2005, at 1:00 p.m. for the purpose of receiving public comments concerning Fort Bend County's intent to establish a Rural Transit District within the boundaries of the County.
 - B. Approve payment by Invoice Transmittal in the amount of \$124.37 to Fort Bend County and the amount of \$332.83 to Fort Bend Independent School District for 2004 Prorated Taxes for Account No. 0016-00-000-4740-907, as a result of the purchase of an easement. (Fund: 045-4010)
 - C. Record the Racial Profiling Annual Reports for 2004 from the Fort Bend County Sheriff and Constables Offices.

March 1, 2005

8. **COMMISSIONER, PCT. 4:** Approve transfer in the amount of \$1,629 from Utilities (074-2000) into Temporary/Part-Time (074-0201) \$1,500, Social Security (074-0300) \$115, and Workers Compensation (074-0600) \$14 to allocate funds for work done for the Fort Bend Fresh Water Supply District No. 2.
9. **AUDITOR:** Approve transfer in the amount of \$116,453 into Rollover Contingency (010-045-4040) for amounts not expended on Purchase Orders and detailed on Auditor's form dated February 23, 2005.
10. **COUNTY ATTORNEY:** Approve reimbursement in the amount of \$15.40 to Joe Cox for postage incurred without a purchase order for litigation matter. (Fund: 010-054-0540-1064)
11. **COUNTY CLERK:** Approve transfer in the amount of \$45,818 from IT Cost Allocation (144-002-0022-3022) into IT Hardware (144-002-0022-1012) \$12,188, Software (144-002-0022-3040) \$23,130, and Fees and Services (144-002-0022-4010) \$10,500 to allocate funds for budgeted MIS purchases.
12. **DISTRICT ATTORNEY:** Record First Amended District Attorney Worthless Check Budget for February 2005.
13. **EMERGENCY MANAGEMENT:**
 - A. Approve transfer in the amount of \$764,403 from State Reimbursement (010-046-G05E-STAT) into line items detailed on Auditor's report dated February 24, 2005 to amend the budget pursuant to Local Government Code §111.0706 for receipt of funds for the 2004 Urban Area Security Initiative Grant to be administered by the Office of Emergency Management for the period of December 1, 2003 through November 30, 2005.
 - B. Approve transfer in the amount of \$2,200 from Property and Equipment (046-1010) into IT Software (046-3040) \$200 and IT Hardware (046-1012) \$2,000 to allocate funds for the purchase of a Bravo CD Disc Publisher and software.
14. **ENGINEERING:**
 - A. Approve payment by Invoice Transmittal in the amount of \$100 to the City of Rosenberg for two false alarms in the month of October 2004 without a purchase order at the Recycling Center. (Fund: 010-043-0433-4010)
 - B. Approve payment of Invoice No. 3154 in the amount of \$49,681.57 to Othon, Inc. regarding work in connection with Ransom Road (from Bent Bridge to Wheaton Road), Mobility Bond Project #34, Pct. 1. (Fund: 230-043-4301-7855)

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- change line item*
- C. Approve payment of Invoice No. FB2-02-01 in the amount of \$46,200.00 to Guess Group, Inc. for acquisition services regarding Fifth Street, Mobility Bond Project #17, Pct. 2. (Fund: 230-043-4301-7827)
 - D. Approve transfer in the amount of \$8,174 from Software (010-043-0430-3040) into Capital Assets (010-043-0430-1011) to allocate funds budgeted for purchase of ARC SDE software for GIS use into correct line item.
 - (E.)** Approve transfer in the amount of \$68,000 from Non-Departmental Contingency (010-045-4040) into Fees and Services (230-043-4301-2000-7859) to allocate funds for mobility contract between Fort Bend County and Cobb-Fendley & Associates, Inc. for the expansion of Greenbusch/Westheimer Parkway, as authorized by Commissioners Court on February 22, 2005.
 - F. Approve a request for Fort Bend County to sponsor a Texas Department of Transportation project on behalf of Beazer Homes Texas, L.P. to expedite the construction of a left turn lane and partial widening of FM 1464 at the entrance of Orchard Lake Estates, at no cost to the County, Pct. 4.
 - G. Approve release of cashier's check #4674440514 in the amount of \$5,000 to Mike Oda for completion of work on Agnes, Permit #82910, Pct. 1.
 - H. Approve application from Allgood Construction Co., Inc. to construct a road tie-in onto Trammel-Fresno, Pct. 1.
 - I. Approve application from Cross Contracting Services, Ltd. to bore under and bury a 12-inch water well collection line along Williwaw Drive and Addicks Clodine, Pct. 3.
 - J. Approve application from CenterPoint Energy Entex to bore a 4-inch gas main and bury a 12-inch gas main along Katy-Gaston, Pct. 3.
 - K. Approve application from Horak Brother's Gin to construct a driveway tie-in onto Gin, Pct. 1.
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 - M. Approve the plat for the roads within Withers Ridge, Section 3, Pct. 3.
 - N. Approve the plat for the lots within Withers Ridge, Section 3, Pct. 3.
 - O. Approve the plat for the roads within Bradford Park, Section 1, Pct. 3.
 - P. Approve the plat for the lots within Bradford Park, Section 1, Pct. 3.
 - Q. Approve the plat for the roads within Grand Lakes Phase 3, Section 10, Pct. 3.
 - R. Approve the plat for the lots within Grand Lakes Phase 3, Section 10, Pct. 3.
 - S. Approve the plat for Grand Mission, Section 6 Amending Plat No. 1, Pct. 3.
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 - U. Accept the streets in Sienna Village of Shipman's Landing, Section 13-A and release bond #SS3161 in the amount of \$107,590.00, Pct. 1.

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Reindeer Run	386.47 LF
Reindeer Crescent	300.37 LF
Five Oaks Crossing	567.72 LF
Bobcat Bend	<u>104.48 LF</u>
TOTAL:	1,534.68 LF

- V. Accept the streets in Sienna Village of Shipman's Landing, Section 13-C, and release bond #SW9845 in the amount of \$158,860.00, Pct. 1.

Reindeer Run	175.67 LF
Caribou Cove	1,371.94 LF
Caribou Cove Court	103.14 LF
Swift Fox Corner	176.35 LF
Bison Bluff	<u>370.74 LF</u>
TOTAL:	2,197.84 LF

- W. Accept the streets in Sienna Steep Bank Village, Section 11-B, Phase 2, and release bond #SW9967 in the amount of \$137,834.90, Pct. 1.

Cobblecreek Way	424.69 LF
Southern Bend	598.87 LF
Federal Lane	529.22 LF
Steep Bank Trace	<u>416.29 LF</u>
TOTAL:	1,969.07 LF

- X. Accept the streets in Sienna Acreage Estates, Phase 3-A, and release bond #SW9977 in the amount of \$101,920.00, Pct. 1.

Bees Creek Road	1,251.87 LF
Bees Creek Knoll	<u>203.75 LF</u>
TOTAL:	1,455.62 LF

- Y. Accept the streets in Sienna Acreage Estates, Phase 3-B, and release bond #SW9978 in the amount of \$35,840.00, Pct. 1.

Happy Hollow	<u>512.26 LF</u>
TOTAL:	512.26 LF

- Z. Accept the streets in Sienna Acreage Estates, Phase 3-C, and release bond #SW9979 in the amount of \$41,160.00, Pct. 1.

Parsonage Cove	<u>588.37 LF</u>
TOTAL:	588.37 LF

- AA. Set public hearing for acceptance of the traffic control plan for Sienna Village of Shipman's Landing, Section 13-A, Sienna Village of Shipman's Landing, Section 13-C, Sienna Steep Bank Village, Section 11-B, Phase 2, Sienna Acreage Estates, Phase 3-A, Accept the streets in Sienna Acreage Estates, Phase 3-B, and Sienna Acreage Estates, Phase 3-C, Pct. 1. (*Tuesday, April 5, 2005, at 1:00 p.m.*)

15. **FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION:** The Board of Directors of the Fort Bend Flood Control Water Supply Corporation reviewed this item at their regular meeting on February 23, 2005, and made the following recommendation to Commissioners Court: Authorize payment of invoices for work performed by consultants and/or contractors listed on Board Report dated February 23, 2005, including \$155,366.03 for Big Creek (Fund: 265-006-4010) and \$6,185.50 for Oyster Creek (Fund: 264-006-4010).

March 1, 2005

16. **HUMAN RESOURCES:** Approve salary assignment of Grade 9, Step 7, Administrative/Clerical Policy Group (\$1,264.54 Bi-Weekly) for Position No. 069-0001 in the Elections Office, effective February 28, 2005.
 17. **LIBRARY:** Approve transfer in the amount of \$345 from IT Hardware (010-030-G05D-1012) into Property and Equipment (010-030-G05D-1010) to amend the budget pursuant to Local Government Code §111.0706 for receipt of additional funds from the Loan Star Library Grant for the purchase of property and equipment.
 18. **PURCHASING:**
 - A. Accept and record renewal of Bond for Gilbert Jalomo, County Purchasing Agent, through March 2007.
 - B. Authorize advertising for bids for maintenance of the HVAC system at the County Jail.
 - C. Authorize the renewal of the following term contracts:
 - 1) Bid #03-062 – Carpet;
 - 2) Bid #03-076 – Elevator maintenance at Jail;
 - 3) Bid #04-050 - Toner and ink cartridges;
 - 4) Bid #04-065 – Pavement marking;
 - 5) Bid #04-066 – Fasteners and shop supplies.
 19. **RISK MANAGEMENT:** Approve payment by Invoice Transmittal in the amount of \$16,250 to Tristar Risk Management for worker's compensation administration expenses not covered by purchase order. (Fund: 402-068-0681-1000-4010)
 20. **TAX ASSESSOR/COLLECTOR:** Record into minutes the Summary Monthly Report of Property Taxes from Fort Bend County Tax Assessor/Collector for the month of January 2005.
-

21. **COUNTY JUDGE:** Take all appropriate action on the Tax Abatement Agreement between Fort Bend County and Schlumberger Technology Corporation.
22. **BUILDING MAINTENANCE:** Take all appropriate action on request to transfer the amount of \$1,370 from Non-Departmental Contingency (045-4040) into Building Maintenance Fees and Services (008-0080-4010) to allocate funds for pressure washing the County Clerk's Building.

March 1, 2005

23. ENGINEERING:

- A. Take all appropriate action to grant a variance request to the Fort Bend County Regulations of Subdivisions, under Section 2.2 I, allowing a 7.141 acre tract recorded in FBC General Warranty Deed #2004149275 official records, to be divided into two approximately equal tracts (William E. & Lucille S. Braun), 3601 Foster School Rd., Pct. 1.
- B. Take all appropriate action to authorize publication of notice for modifications to Fort Bend County Regulations of Subdivisions. (Fund: 045-4010)

24. HUMAN RESOURCES: Take all appropriate action to approve transition pay for Position No. 078-0002 in the Records Management Department from April 4, 2005 through April 29, 2005.

25. PARKS DEPARTMENT: Discuss and take all appropriate action on Rules for Private Use of the Bud O'Shieles Community Center.

26. PURCHASING:

- A. Take all appropriate action to purchase the following from State of Texas CISV vendors:
 - 1) Communication equipment from Audio Visual Technologies Group, Inc., in an amount not to exceed \$306,000. (Fund: Emergency Management 010-046-G05D) **G05E**
 - 2) Communication equipment from Motorola, Inc., in an amount not to exceed \$195,000. (Fund: Emergency Management 010-046-G05D) **G05E**
 - 3) Computer maintenance from Mark III Systems, Inc., in an amount not to exceed \$55,000. (Fund: MIS 4010)
- B. Take all appropriate action to purchase one (1) pickup truck for Parks Department.
- C. Take all appropriate action on price increase request from Morse Wholesale pursuant to Bid #03-012.

27. SHERIFF'S OFFICE: Take all appropriate action on the Interlocal Agreement between Fort Bend County and Fort Bend County Toll Road Authority to provide additional law enforcement services from October 1, 2004 through September 30, 2006.

28. TELECOMUNICATIONS:

- A. Take all appropriate action on First Amendment to the Pay Phone Services Inmate Telephone Service Agreement between Fort Bend County and SBC Texas to install a biometric system for coin operated phones at the County Jail.
- B. Take all appropriate action to approve the Pay Phone Service Agreement between Fort Bend County and SBC Communications, Inc. for coin operated phones at three County facilities.

March 1, 2005

29. Approve Bills.
30. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:

§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property.
Land Matters, Pct. 2.
31. Reconvene Open Session and consider taking action on the following matters:
§ 551.072. Deliberation Regarding Real Property.
Land Matters, Pct. 2.
32. Adjournment.

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



Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas on Friday, February 25, 2005, by Donna Ospina

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

NOTICE

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

OK
FILED FOR RECORD
NO. _____ TIME 12:33 ^{A.M.}
P.M.
FEB 25 2005


County Clerk Fort Bend Co. Tex.

March 1, 2005

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

AGENDA

1. Call to Order.
2. Approve the Fort Bend County Drainage District Financial Report for the year ended September 30, 2004.
3. Accept the Monthly Report for January 2005.
4. Adjournment.

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



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FILED FOR RECORD

NO. _____ TIME 12:33 P.M. ^{A.M.}

FEB 25 2005



County Clerk Fort Bend Co. Tex.

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

I, Dr. Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 1st day of March, 2005.



DIANNE WILSON Ph.D., COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Starvinha seconded by Commissioner Prestage, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 8th day of March, 2005.



ROBERT E. HEBERT, COUNTY JUDGE

March 1, 2005

Approved

MINUTES

BE IT REMEMBERED, That on this 1ST DAY of MARCH, 2005, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

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

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

1. **Call to Order.**

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

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

Invocation and Pledge of Allegiance by Commissioner Patterson.

3. **Approve minutes of meeting of February 22, 2005.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve minutes of meeting of February 22, 2005.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoaha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

4. **Announcements and Public Comments.**

Rodrigo Carreon request postponing item 14H.

Commissioner Stavinoaha announced that Texas Department of Criminal Justice sold Tract 1 (2000 acres) for \$47,000,000.00 to Paul Cheng of Dallas through an entity called BAM Houston Real Estate Investment .

5. **PUBLIC HEARINGS: 1:00 p.m. Conduct Public Hearings and take all appropriate action on the following matters:**

A. **Acceptance of the traffic control plan for Sun Ranch, Pct. 1.**

B. **Approve replat of Bubbles Express Reserve, being a replat of Reserve "A" of Kingsbridge Commerce Park, Sec. 2, Pct. 3.**

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

Moved by Commissioner Stavinoaha, 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 Stavinoaha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

CONSENT AGENDA ITEMS 6-20:

6. **Approve out-of-state travel requests for County personnel:**
 - A. **Engineering:** R. LaBarbera to San Diego, California, July 24-29, 2005, to attend the ESRI User Conference. (Fund: 043-4014)
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- AA. Set public hearing for acceptance of the traffic control plan for Sienna Village of Shipman's Landing, Section 13-A, Sienna Village of Shipman's Landing, Section 13-C, Sienna Steep Bank Village, Section 11-B, Phase 2, Sienna Acreage Estates, Phase 3-A, Accept the streets in Sienna Acreage Estates, Phase 3-B, and Sienna Acreage Estates, Phase 3-C, Pct. 1. (Tuesday, April 5, 2005, at 1:00 p.m.)

15. **FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION:** The Board of Directors of the Fort Bend Flood Control Water Supply Corporation reviewed this item at their regular meeting on February 23, 2005, and made the following recommendation to Commissioners Court: Authorize payment of invoices for work performed by consultants and/or contractors listed on Board Report dated February 23, 2005, including \$155,366.03 for Big Creek (Fund: 265-006-4010) and \$6,185.50 for Oyster Creek (Fund: 264-006-4010).
16. **HUMAN RESOURCES:** Approve salary assignment of Grade 9, Step 7, Administrative/Clerical Policy Group (\$1,264.54 Bi-Weekly) for Position No. 069-0001 in the Elections Office, effective February 28, 2005.
17. **LIBRARY:** Approve transfer in the amount of \$345 from IT Hardware (010-030-G05D-1012) into Property and Equipment (010-030-G05D-1010) to amend the budget pursuant to Local Government Code §111.0706 for receipt of additional funds from the Loan Star Library Grant for the purchase of property and equipment.

March 1, 2005

- 18. PURCHASING:**
- A. Accept and record renewal of Bond for Gilbert Jalomo, County Purchasing Agent, through March 2007.**
 - B. Authorize advertising for bids for maintenance of the HVAC system at the County Jail.**
 - C. Authorize the renewal of the following term contracts:**
 - 1) Bid #03-062 – Carpet;**
 - 2) Bid #03-076 – Elevator maintenance at Jail;**
 - 3) Bid #04-050 - Toner and ink cartridges;**
 - 4) Bid #04-065 – Pavement marking;**
 - 5) Bid #04-066 – Fasteners and shop supplies.**
- 19. RISK MANAGEMENT: Approve payment by Invoice Transmittal in the amount of \$16,250 to Tristar Risk Management for worker's compensation administration expenses not covered by purchase order. (Fund: 402-068-0681-1000-4010)**
- 20. TAX ASSESSOR/COLLECTOR: Record into minutes the Summary Monthly Report of Property Taxes from Fort Bend County Tax Assessor/Collector for the month of January 2005.**
-

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6-18 and 20 with correction on item 14 E – line item number should read (230-043-4301-2000-7828).

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

Cancel item 19.

- 21. COUNTY JUDGE: Take all appropriate action on the Tax Abatement Agreement between Fort Bend County and Schlumberger Technology Corporation.**

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

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

March 1, 2005

22. **BUILDING MAINTENANCE:** Take all appropriate action on request to transfer the amount of \$1,370 from Non-Departmental Contingency (045-4040) into Building Maintenance Fees and Services (008-0080-4010) to allocate funds for pressure washing the County Clerk's Building.

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 \$1,370 from Non-Departmental Contingency (045-4040) into Building Maintenance Fees and Services (008-0080-4010) to allocate funds for pressure washing the County Clerk's Building.

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

23. **ENGINEERING:**

- A. Take all appropriate action to grant a variance request to the Fort Bend County Regulations of Subdivisions, under Section 2.2 I, allowing a 7.141 acre tract recorded in FBC General Warranty Deed #2004149275 official records, to be divided into two approximately equal tracts (William E. & Lucille S. Braun), 3601 Foster School Rd., Pct. 1.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to grant a variance request to the Fort Bend County Regulations of Subdivisions, under Section 2.2 I, allowing a 7.141 acre tract recorded in FBC General Warranty Deed #2004149275 official records, to be divided into two approximately equal tracts (William E. & Lucille S. Braun), 3601 Foster School Rd., Pct. 1.

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

- B. Take all appropriate action to authorize publication of notice for modifications to Fort Bend County Regulations of Subdivisions. (Fund: 045-4010)

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to authorize publication of notice for modifications to Fort Bend County Regulations of Subdivisions. (Fund: 045-4010)

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

March 1, 2005

24. **HUMAN RESOURCES: Take all appropriate action to approve transition pay for Position No. 078-0002 in the Records Management Department from April 4, 2005 through April 29, 2005.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve transition pay for Position No. 078-0002 in the Records Management Department from April 4, 2005 through April 29, 2005.

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

25. **PARKS DEPARTMENT: Discuss and take all appropriate action on Rules for Private Use of the Bud O'Shieles Community Center.**

Postpone until March 8.

26. **PURCHASING:**

A. **Take all appropriate action to purchase the following from State of Texas CISV vendors:**

- 1) **Communication equipment from Audio Visual Technologies Group, Inc., in an amount not to exceed \$306,000. (Fund: Emergency Management 010-046-G05D)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve purchase of communication equipment from Audio Visual Technologies Group, Inc., State of Texas CISV vendor, in an amount not to exceed \$306,000. (Fund: Emergency Management 010-046-G05E)

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

- 2) **Communication equipment from Motorola, Inc., in an amount not to exceed \$195,000. (Fund: Emergency Management 010-046-G05D)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve purchase of communication equipment from Motorola, Inc., State of Texas CISV vendor, in an amount not to exceed \$195,000. (Fund: Emergency Management 010-046-G05E)

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

- 3) **Computer maintenance from Mark III Systems, Inc., in an amount not to exceed \$55,000. (Fund: MIS 4010)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve purchase of computer maintenance from Mark III Systems, Inc., State of Texas CISV vendor, in an amount not to exceed \$55,000. (Fund: MIS 4010)

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

Item 26 continued – Purchasing:

B. Take all appropriate action to purchase one (1) pickup truck for Parks Department.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize purchase of one (1) pickup truck from Caldwell Country dba Baby Jack Automotive in the amount of \$16,386.00 for Parks Department. (Funding approved in 2005 budget 010-070-0700-6025)

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

C. Take all appropriate action on price increase request from Morse Wholesale pursuant to Bid #03-012.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve price increase request from Morse Wholesale pursuant to Bid #03-012.

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

27. SHERIFF'S OFFICE: Take all appropriate action on the Interlocal Agreement between Fort Bend County and Fort Bend County Toll Road Authority to provide additional law enforcement services from October 1, 2004 through September 30, 2006.

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha to approve Interlocal Agreement between Fort Bend County and Fort Bend County Toll Road Authority to provide additional law enforcement services from October 1, 2004 through September 30, 2006.

MOTION WITHDRAWN.

28. TELECOMUNICATIONS:

A. Take all appropriate action on First Amendment to the Pay Phone Services Inmate Telephone Service Agreement between Fort Bend County and SBC Texas to install a biometric system for coin operated phones at the County Jail.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve First Amendment to the Pay Phone Services Inmate Telephone Service Agreement between Fort Bend County and SBC Texas to install a biometric system for coin operated phones at the County Jail.

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

March 1, 2005

Item 28 continued – Telecommunications:

- B. Take all appropriate action to approve the Pay Phone Service Agreement between Fort Bend County and SBC Communications, Inc. for coin operated phones at three County facilities.**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve the Pay Phone Service Agreement between Fort Bend County and SBC Communications, Inc. for coin operated phones at three County facilities.

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

29. 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 \$1,389,792.42.

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

Recess.

Recessed at 1:30 p.m.

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

**§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property.
Land Matters, Pct. 2.**

Closed Session.

Convened at 1:46 p.m.
Adjourned at 1:51 p.m.

Reconvene.

Reconvened at 1:53 p.m.

March 1, 2005

31. **Reconvene Open Session and consider taking action on the following matters:**
§ 551.072. Deliberation Regarding Real Property.
Land Matters, Pct. 2.

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve the purchase/acquisition of Parcel #29 of Fifth Street Mobility Project in the amount of appraised value plus closing costs, and authorize the County Judge to execute all necessary documents.

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

32. **Adjournment.**

Commissioners Court adjourned at 1:54 p.m. on Tuesday, March 1, 2005.

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 1st day of MARCH 2005, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

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

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

1. **Call to Order.**

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

2. **Approve the Fort Bend County Drainage District Financial Report for the year ended September 30, 2004.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavino, duly put and unanimously carried (5-0), it is ordered to approve the Fort Bend County Drainage District Financial Report for the year ended September 30, 2004.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavino	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

3. **Accept the Monthly Report for January 2005.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavino, duly put and unanimously carried (5-0), it is ordered to accept the Monthly Report for January 2005.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavino	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

4. **Adjournment.**

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

FORT BEND COUNTY COMMISSIONERS COURT

PUBLIC PARTICIPATION FORM

3-MINUTE TIME LIMIT

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

NAME: Rodrigo Carreon

HOME ADDRESS: 1122 Ave. C
FRESNO TX 77545

HOME PHONE: 281-431-6734

PLACE OF EMPLOYMENT: UNEMPLOYED

WORK PHONE: _____

DO YOU REPRESENT A PARTICULAR GROUP OR ORGANIZATION No

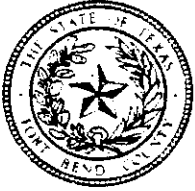
IF YOU REPRESENT A GROUP/ORGANIZATION, PLEASE STATE THE NAME, ADDRESS AND PHONE NUMBER OF SUCH GROUP OR ORGANIZATION:

WHICH AGENDA ITEM DO YOU WISH TO ADDRESS? 14. H

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

Rodrigo Carreon
SIGNATURE

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



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

5A

D. Jesse Hegemier
County Engineer

March 1, 2005

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

RE: Sun Ranch -Traffic Control Plan

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plans is scheduled for March 1, 2005.

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

Sincerely,

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

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

MGF/mjs

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

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

DATE SUBMITTED: 2/21/05
COURT AGENDA DATE: 3/1/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA
DEPARTMENT: (043) ENGINEERING #
PHONE NO.: (281) 633-7507 6A

SUMMARY OF ITEM: APPROVE OUT OF STATE TRAVEL FOR ROBERT LABARRERA TO SAN DIEGO, CALIFORNIA FOR THE ESRI 2005 USER CONFERENCE FROM JULY 24-29, 2005. (FUND: 043-4014)

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:



FEB 21 2005

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

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



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

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Copies with back-up to:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:



July 25–29, 2005
San Diego, California
www.esri.com/uc

Twenty-Fifth Annual ESRI International User Conference



6B

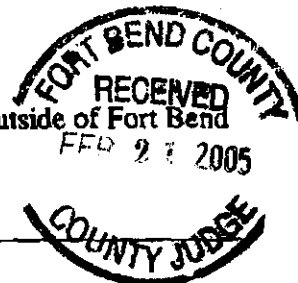
FORT BEND COUNTY TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

County:

Det. Jimmie Pohluda
Det. Dominic Sodolka
Det. Ben Zottka



DATE OF DEPARTURE: March 14, 05

DATE OF RETURN: March 17, 05

DESTINATION: Columbus, Ohio

PURPOSE OF TRIP: Mobile Command Post

MODE OF TRANSPORTATION: Airline

FUNDING SOURCE: 010 DM 0270 4014

DEPARTMENT HEAD APPROVAL: Melan' Wright, Sheriff
Name & Department

DATE: Feb 21, 2005
Signature: [Signature]

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)

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

DATE SUBMITTED: 2/23/05

SUBMITTED BY: Ann Werlein

AGENDA

DEPARTMENT: County Judge

7A

COURT AGENDA DATE: 3/1/05

PHONE NO.:

SUMMARY OF ITEM: Set a Public Hearing March 22, 2005 at 1:00 p.m. to hear public comments concerning Fort Bend County's intent to establish a Rural Transit District within the boundaries of the County.

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes (✓) No () N/A ()

One Time ()

Funding Source:

Recurring (✓)

Fund Agency Object

N/A ()

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

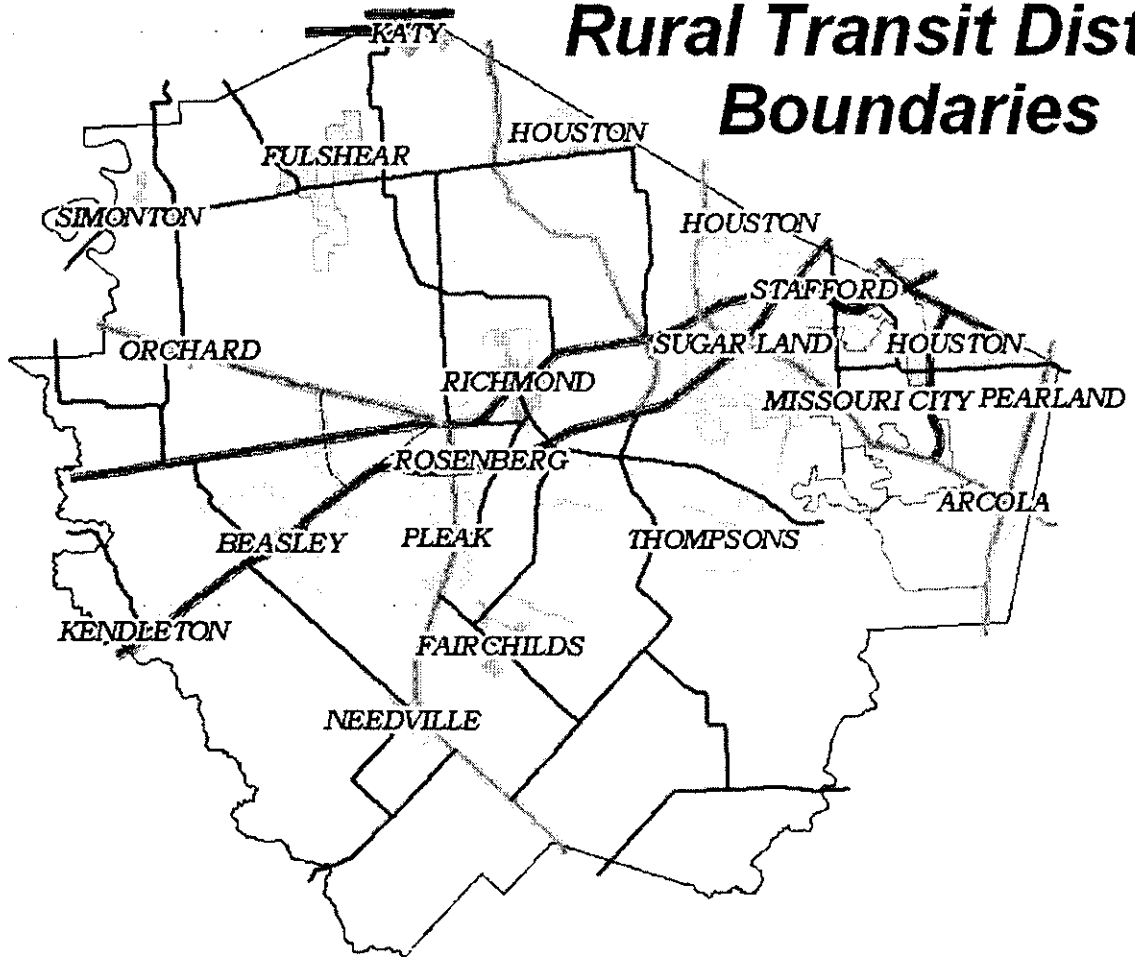
RECOMMENDATION / ACTION REQUESTED:

Public Hearing Notice

Notice is hereby given that Fort Bend County is seeking designation as a Rural Transit District under Chapter 458 of the Texas Transportation Code. The district would include all of Fort Bend County. Designation as a Rural Transit District will allow the County access to financial assistance from the U.S. Department of Transportation under Section 5311. Grant funds will be used to coordinate, plan and manage transportation services within the rural areas of the County. The County's request is a direct result of a year-long study entitled *Fort Bend Transit*. Copies of the study are available for inspection by the public at the Fort Bend County-Office of the County Judge, 309 S. Fourth Street, Suite 719, Richmond, Texas 77469.

Public comments on the proposed project will be accepted at the public hearing scheduled for March 22, 2005 at 1:00 p.m. in Fort Bend County Commissioners Court, 309 S. Fourth Street, 7th Floor, Richmond, Texas 77469. Any written comments submitted will become a part of the public record.

Fort Bend County Rural Transit District Boundaries



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

DATE SUBMITTED: 2/18/05

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

AGENDA
7B

COURT AGENDA DATE: 3/1/05

SUMMARY OF ITEM: Approve payment by invoice transmittal for 2004 Prorated Taxes for account number 0016-00-000-4740-907 as a result of an easement purchase to Fort Bend County in the amount of ~~\$122.09~~ and Fort Bend ISD in the amount of ~~\$265.52~~. (Fund: 045-4010)
337.83 124.37

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

INVOICE TRANSMITTAL

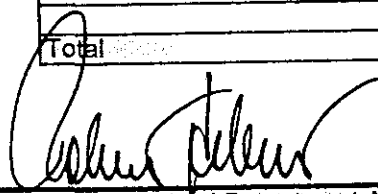
12 Digit Distribution 010-045-0450-4010
Vendor Number 746025253
Purchase Order Number (s)

Vendor Name Fort Bend ISD - Tax Office		
P.O. Box 200372		
State Houston	Zip Code 77216-0372	Date 2/18/2005

Description / Invoice Numbers
Account No 0016-00-000-4740-907
2004 taxes from January to June when property sold to FBC
includes penalty for paying in Feb.

Amount
332,132.73
Total 332,132.73

County Auditor's Use Only	
Check Type	
Audited By	
Received	
Paid	

 Authorized Department Approval
Treasurer's Register Stamp and Number

2004 Fort Bend ISD TAX STATEMENT

MERLE R. GARLAND - TAX ASSESSOR/COLLECTOR

www.fortbendis.com

TAXES ARE DUE UPON RECEIPT. 2004 TAXES WILL BECOME DELINQUENT FEBRUARY 1, 2005.

Office Hours 8 am to 4:30 pm Monday - Friday

Payments are processed by government postmark date. Checks must be payable in U.S. Currency.

Office Location: 16431 Lexington Blvd., Suite 101, Sugar Land, Texas 77479 (281) 634-1082

OWNER NAME AND ADDRESS	ACCOUNT NUMBER	LEGAL DESCRIPTION
FT BEND COUNTY PO BOX 520 RICHMOND TX 77406-0520	0016-00-000-4740-907	0016 J H CARTWRIGHT, ACRES 1.253 1.0000 ACRES 18521 BOSS GASTON BOSS
	CAD NUMBER	
	R31709	
	DATE OF NOTICE	
	01/20/05	
	PARCEL ADDRESS:	

Appraisal and EXEMPTIONS (2004)

LAND
IMPROVEMENTS
TOTAL ASSESSED

19,040
9,770
28,810

LESS EXEMPTIONS

13,260

NET TAXABLE VALUE

15,550

2004 TAX RATE

\$1.707500

2004 CURRENT TAX

265.52

This statement reflects changes we have received from the Fort Bend Central Appraisal District.

If a mortgage company escrows your taxes, please write your loan number on this statement and forward to them for payment.

EXEMPTION CODES

H = HOMESTEAD O = OVER 65 V = DISB. VET D = DISABLED B = ABATEMENT
C = HOMESTEAD CAPPED A = AG F = FREEPORT E = EXEMPT R = TAX DEFERRAL

Taxes will become delinquent February 1, 2005.

Unpaid taxes will incur the following penalty and interest

February	7%	May	13%	August	19% + 15%
March	9%	June	15%	September	20% + 15%
April	11%	July	18% + 15%		

YR	Unit	Exemptions	Taxable Value	Tax Rate	Levy	If Paid By	Amount Due
2004	SCH	W	15,550	\$1.707500	265.52	JANUARY 2005	\$265.52
						FEBRUARY 2005	\$326.73
						MARCH 2005	\$332.83
						APRIL 2005	\$338.94
						MAY 2005	\$345.05

IF PAID BY

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT - DO NOT STAPLE

JAN 2005
FEB 2005
MAR 2005
APR 2005
MAY 2005

265.52
326.73
332.83
338.94
345.05

Fort Bend I.S.D. - Tax Office Telephone (281)-634-1082

ACCOUNT NUMBER	CAD NUMBER	AMOUNT OF CHECK
0016-00-000-4740-907	R31709	

* Drop box available for checks only *

☐ CHECK HERE FOR NEW ADDRESS INFO

MAKE CHECK PAYABLE TO FBISD - TAX OFFICE

CREDIT CARD PAYMENTS ACCEPTED AT www.fortbendis.com

There is a 5% charge added to your payment for this service.

YOUR SIGNATURE REQUIRED TO AUTHORIZE CHANGE IN ADDRESS

0002 0002



FBC/TAC

PAY TO: FORT BEND I.S.D. - TAX OFFICE
P.O. BOX 200372
HOUSTON, TX 77216-0372

FT BEND COUNTY
PO BOX 520
RICHMOND

TX 77406-0520

FEB - 2 2005

FEB 08 2005

Vendor Name		
Fort Bend County - Tax Assessor		
500 Liberty Street, Suite 101		
State	Zip Code	Date
Richmond	77469	2/18/2005

[illegible][illegible]

County Auditor's Use Only	
Check Type	_____
Audited By	_____
Received	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>
Paid	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>

Total 44.40

William Miller

Authorized Department Approval

Treasurer's Register Stamp and Number

FROM :

FAX NO. : 2813413734

Jan. 18 2005 03:14PM P2

2004 TAX STATEMENT

CORRECTED STATEMENT

AS PER ORIGINAL



PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101,
RICHMOND, TEXAS 77469
PHONE NO. (281) 341-3710 , (281) 341-3741

Certified Owner:
FT BEND COUNTY
PO BOX 520
RICHMOND , TX 77406-0520

Legal Description:
0016 JH CARTWRIGHT, ACRES 1.253

Legal Acres: 1.0000

Parcel Address: 16521 BOSS GASTON BOS

As of Date: 01/14/2005

Print Date: 01/14/2005

Account No: 0016-00-000-4740-907

CAD No. R31709

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$19,040	\$9,770	\$28,810	\$28,810	\$28,810	\$28,810	\$0	\$0

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Value			
FBC FRESH WATER #2	\$28,810	PRO	\$13,260	\$15,550	0.210000	\$32.66
FORT BEND CO DRAINAGE	\$28,810	PRO	\$13,260	\$15,550	0.023620	\$3.67
FORT BEND CO GEN FND	\$28,810	PRO	\$13,260	\$15,550	0.500120	\$77.77

Total Tax: \$114.10
Total Tax Paid to date: \$0.00
Total Tax Remaining: \$114.10

Exemptions:

PRO PRORATED

AMOUNT DUE IF PAID BY THE END OF:			Taxes become delinquent on February 01, 2005.			
JAN 2005 0%	FEB 2005 7%	MAR 2005 9%	APR 2005 11%	MAY 2005 13%	JUN 2005 15%	
\$114.10	\$122.09	\$124.37	\$126.64	\$128.94	\$131.22	

2004 CERTIFIED CHANGE ORDER RECEIVED FROM FORT BEND CAD - SUPPLEMENT 3

*******IMPORTANT NOTICE*******

Fort Bend Central Appraisal District has issued a change order for the 2004 tax year on this account instructing our office to: CHANGE OWNERSHIP AND PRORATE TAXES AS OF 7/16/2004 PER DEED 2004093428 per Supplement #2 and #3. For inquiries call (281) 341-3733. PLEASE FORWARD THIS STATEMENT TO YOUR MORTGAGE COMPANY IF THEY PAY YOUR TAXES.

HTTP://WWW.CO.FORT-BEND.TX.US

FOR YOUR RECORDS: DATE PAID _____ CHECK# _____ AMOUNT _____

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

AMOUNT DUE IF PAID BY THE END OF:

Print Date: 01/14/2005

JAN 2005 0%	FEB 2005 7%	MAR 2005 9%	APR 2005 11%	MAY 2005 13%	JUN 2005 15%
\$114.10	\$122.09	\$124.37	\$126.64	\$128.94	\$131.22

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 520 - PAYMENT PROCESS DEPT
SUGAR LAND, TEXAS 77487-1028



0016-00-000-4740-907
FT BEND COUNTY
PO BOX 520
RICHMOND , TX 77406-0520

AMOUNT PAID:

\$

R31709 2004 012005 000001410 3

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

DATE SUBMITTED: 2/23/2005

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

AGENDA

7C

SUMMARY OF ITEM: Record the Racial Profiling Annual Reports for 2004 from the Fort Bend County Sheriff and Constables Offices.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: Reports from Sheriff and Constables Precincts 1, 2, 3, and 4

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()

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

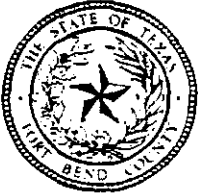
Copies with back-up to:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:



SHERIFF'S OFFICE

Fort Bend County, Texas

MILTON WRIGHT
Sheriff

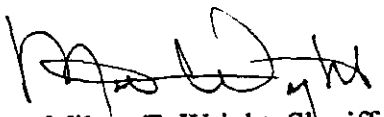
(281) 341-4700
Fax (281) 341-4701

DATE: February 21, 2005
TO: Commissioner's Court, Fort Bend County
FROM: Milton Wright, Sheriff
SUBJECT: 2004 Racial Profiling Report

To Whom It May Concern:

Please see the attached 2004 Racial Profiling Statistical Report. I am requesting that this item be placed on the commissioner's court agenda, which in turn will consign us in compliance with the Racial Profiling Act. If you should have any questions regarding this matter you may contact me at (281) 341-4700. Thank you in advanced for your assistance.

Sincerely,



Milton T. Wright, Sheriff
Fort Bend County

Fort Bend County Sheriff's Office

Racial Profiling Statistical Report

January 1, 2004 to December 31, 2004

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	African	% of Race	% of Disposition
Arrested	18	0.8%	2.6%	163	2.7%	23.4%
Released	56	2.6%	4.4%	394	6.5%	31.3%
Cited	753	35.3%	11.6%	1363	22.4%	21.0%
Warned (Written)	1308	61.3%	8.8%	4156	68.4%	27.9%
	2135	100.0%	9.2%	6076	100.0%	26.1%
	Total		of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	Caucasian	% of Race	% of Disposition
Arrested	280	5.4%	40.1%	237	2.4%	34.0%
Released	315	6.1%	25.0%	494	5.0%	39.2%
Cited	1689	32.5%	26.1%	2673	27.0%	41.2%
Warned (Written)	2914	56.1%	19.6%	6490	65.6%	43.6%
	5198	100.0%	22.3%	9894	100.0%	42.4%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	0.0%	0.0%
Released	0	0.0%	0.0%
Cited	3	33.3%	0.0%
Warned (Written)	6	66.7%	0.0%
	9	100.0%	0.0%
	Total	of Race	of all Detentions

Disposition	Total %	Number
Arrested	3.0%	698
Released	5.4%	1259
Cited	27.8%	6481
Warned (Written)	63.8%	14874
	100.0%	23312

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	African	% of Race	% of Search
Consent Search	33	1.5%	3.9%	251	4.1%	29.6%
No Search	2073	97.1%	9.6%	5590	92.0%	25.8%
Probable Cause Search	29	1.4%	3.5%	235	3.9%	28.7%
	2135	100.0%	9.2%	6076	100.0%	28.1%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	Caucasian	% of Race	% of Search
Consent Search	266	5.1%	31.4%	297	3.0%	35.1%
No Search	4694	90.3%	21.7%	9280	93.8%	42.9%
Probable Cause Search	238	4.6%	29.1%	317	3.2%	38.7%
	5198	100.0%	22.3%	9894	100.0%	42.4%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Native American	% of Race	% of Search
Consent Search	0	0.0%	0.0%
No Search	9	100.0%	0.0%
Probable Cause Search	0	0.0%	0.0%
	9	100.0%	0.0%
	Total	of Race	of all Detentions

SearchStatus	Total %	Number
Consent Search	3.6%	847
No Search	92.9%	21646
Probable Cause Search	3.5%	819
	100.0%	23312

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	African	% of Race	% of Stop
Hazardous Traffic	Arrested	5	0.2%	2.5%	56	0.9%	28.3%
Hazardous Traffic	Released	1	0.0%	16.7%	1	0.0%	16.7%
Hazardous Traffic	Cited	607	28.4%	14.1%	775	12.8%	17.9%
Hazardous Traffic	Warned (Written)	725	34.0%	9.9%	1667	27.4%	22.8%
Investigation	Arrested	4	0.2%	1.6%	27	0.4%	10.7%
Investigation	Released	54	2.5%	4.4%	388	6.4%	31.3%
Investigation	Cited	15	0.7%	7.8%	9	0.1%	4.7%
Investigation	Warned (Written)	11	0.5%	7.0%	50	0.8%	31.6%
Non-Hazardous Traffic	Arrested	9	0.4%	3.6%	80	1.3%	32.3%
Non-Hazardous Traffic	Released	1	0.0%	7.1%	5	0.1%	35.7%
Non-Hazardous Traffic	Cited	131	6.1%	6.6%	579	9.5%	29.4%
Non-Hazardous Traffic	Warned (Written)	572	26.8%	7.7%	2439	40.1%	33.0%
Total		2135	100.0%	9.2%	6076	100.0%	26.1%
		Total		of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	Caucasian	% of Race	% of Stop
Hazardous Traffic	Arrested	76	1.5%	38.4%	61	0.6%	30.8%
Hazardous Traffic	Released	3	0.1%	50.0%	1	0.0%	16.7%
Hazardous Traffic	Cited	1026	19.7%	23.8%	1908	19.3%	44.2%
Hazardous Traffic	Warned (Written)	1362	26.2%	18.6%	3557	36.0%	48.6%
Investigation	Arrested	119	2.3%	47.2%	102	1.0%	40.5%
Investigation	Released	307	5.9%	24.8%	490	5.0%	39.5%
Investigation	Cited	54	1.0%	28.0%	115	1.2%	59.6%
Investigation	Warned (Written)	28	0.5%	17.7%	69	0.7%	43.7%
Non-Hazardous Traffic	Arrested	85	1.6%	34.3%	74	0.7%	29.8%
Non-Hazardous Traffic	Released	5	0.1%	35.7%	3	0.0%	21.4%
Non-Hazardous Traffic	Cited	609	11.7%	30.9%	650	6.6%	33.0%
Non-Hazardous Traffic	Warned (Written)	1524	29.3%	20.6%	2864	28.9%	38.7%
Total		5198	100.0%	22.3%	9894	100.0%	42.4%
		Total		of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%
Hazardous Traffic	Cited	2	22.2%	0.0%
Hazardous Traffic	Warned (Written)	4	44.4%	0.1%
Investigation	Arrested	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%
Investigation	Cited	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Cited	1	11.1%	0.1%
Non-Hazardous Traffic	Warned (Written)	2	22.2%	0.0%
		9	100.0%	0.0%
		Total	of Race	of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.8%	198
Hazardous Traffic	Released	0.0%	6
Hazardous Traffic	Cited	18.5%	4318
Hazardous Traffic	Warned (Written)	31.4%	7315
Investigation	Arrested	1.1%	252
Investigation	Released	5.3%	1239
Investigation	Cited	0.8%	193
Investigation	Warned (Written)	0.7%	158
Non-Hazardous Traffic	Arrested	1.1%	248
Non-Hazardous Traffic	Released	0.1%	14
Non-Hazardous Traffic	Cited	8.5%	1970
Non-Hazardous Traffic	Warned (Written)	31.7%	7401
		100.0%	23312

Constable Precinct #1 Racial Profiling Statistical Report to

January 2004 thru December 2004

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander
Arrested	
Released	
Ticketed	58
Warned (Written)	66
Total	124

Disposition	Black
Arrested	3
Released	
Ticketed	327
Warned (Written)	508
Total	838

Disposition	Hispanic
Arrested	2
Released	
Ticketed	115
Warned (Written)	129
Total	256

Disposition	White
Arrested	3
Released	
Ticketed	438
Warned (Written)	644
Total	1085

Disposition	Native American
Arrested	
Released	
Ticketed	
Warned (Written)	
Total	



JAN 18 2005





**FORT BEND COUNTY
CONSTABLE'S OFFICE
PRECINCT 2**

**RACIAL PROFILING
STATISTICAL REPORT
2004**

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	0.0%	1	5.0%	100.0%
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	16	80.0%	94.1%
Warned (Written)	0	#DIV/0!	0.0%	3	15.0%	100.0%
Total	0	#DIV/0!	0.0%	20	100.0%	95.2%
			of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	#DIV/0!	0.0%
Released	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Ticketed	1	100.0%	5.9%	0	#DIV/0!	0.0%
Warned (Written)	0	0.0%	0.0%	0	#DIV/0!	0.0%
Total	1	100.0%	4.8%	0	#DIV/0!	0.0%
			of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	0.0%
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%
Total	0	#DIV/0!	0.0%
			of all Detentions

Disposition	Total %	Number
Arrested	4.8%	1
Released	0.0%	0
Ticketed	81.0%	17
Warned (Written)	14.3%	3
	100.0%	21

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	0	#DIV/0!	0.0%	Total	#DIV/0!	0.0%

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Released	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Ticketed	1	100.0%	100.0%	0	#DIV/0!	0.0%
Warned (Written)	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	1	100.0%	100.0%	Total	#DIV/0!	0.0%

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	#DIV/0!
Total	0	#DIV/0!	0.0%

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	100.0%	1
Warned (Written)	0.0%	0
Total	100.0%	1

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report (01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Released		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Ticketed		#DIV/0!	0.0%	12	60.0%	75.0%
Warned (Written)		#DIV/0!	0.0%	8	40.0%	100.0%
	0	#DIV/0!	0.0%	20	100.0%	83.3%
Total		of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested		0.0%	#DIV/0!		#DIV/0!	#DIV/0!
Released		0.0%	#DIV/0!		#DIV/0!	#DIV/0!
Ticketed	4	100.0%	25.0%		#DIV/0!	0.0%
Warned (Written)		0.0%	0.0%		#DIV/0!	0.0%
	4	100.0%	16.7%	0	#DIV/0!	0.0%
Total		of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested		#DIV/0!	#DIV/0!
Released		#DIV/0!	#DIV/0!
Ticketed		#DIV/0!	0.0%
Warned (Written)		#DIV/0!	0.0%
	0	#DIV/0!	0.0%
Total		of Race	of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	66.7%	16
Warned (Written)	33.3%	8
	100.0%	24

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report (01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	0.0%	2	3.3%	100.0%
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	6	10.0%	66.7%
Warned (Written)	1	#DIV/0!	1.5%	52	86.7%	77.6%
	0	#DIV/0!	0.0%	60	100.0%	76.9%
Total		% of Race of all Detentions		Total	% of Race of all Detentions	

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	0.0%	0.0%	3	23.1%	33.3%
Warned (Written)	4	100.0%	6.0%	10	76.9%	14.9%
	4	100.0%	6.1%	13	100.0%	16.7%
Total		% of Race of all Detentions		Total	% of Race of all Detentions	

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	0.0%
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%
	0	#DIV/0!	0.0%
Total		% of Race of all Detentions	

Disposition	Total %	Number
Arrested	2.6%	2
Released	0.0%	0
Ticketed	11.5%	9
Warned (Written)	85.9%	67
	100.0%	78

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	6	100.0%	54.5%
Warned (Written)	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Total	0	#DIV/0!	0.0%	6	100.0%	54.5%
			of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Released	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Ticketed	5	100.0%	45.5%	0	#DIV/0!	0.0%
Warned (Written)	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	5	100.0%	45.5%	0	#DIV/0!	0.0%
			of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	#DIV/0!
Total	0	#DIV/0!	0.0%
			of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	100.0%	11
Warned (Written)	0.0%	0
Total	100.0%	11

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report (01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
			of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	2	100.0%	100.0%
Warned (Written)	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Total	0	#DIV/0!	0.0%	2	100.0%	100.0%
			of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	#DIV/0!
Total	0	#DIV/0!	0.0%
		of Race	of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	100.0%	2
Warned (Written)	0.0%	0
	100.0%	2

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report (01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	14	73.7%	58.3%
Warned (Written)	1	#DIV/0!	8.3%	5	26.3%	41.7%
	0	#DIV/0!	0.0%	19	100.0%	52.8%
Total		of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	9	69.2%	37.5%	1	33.3%	4.2%
Warned (Written)	4	30.8%	33.3%	2	66.7%	16.7%
	13	100.0%	36.1%	3	100.0%	8.3%
Total		of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%
	0	#DIV/0!	0.0%
Total		of Race	of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	66.7%	24
Warned (Written)	33.3%	12
	100.0%	36

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Warned (Written)	0	#DIV/0!	0.0%	3	100.0%	100.0%
	0	#DIV/0!	0.0%	3	100.0%	100.0%
Total		% of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Warned (Written)	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
Total		% of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	#DIV/0!
Warned (Written)	0	#DIV/0!	0.0%
	0	#DIV/0!	0.0%
Total		% of Race	of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	0.0%	0
Warned (Written)	100.0%	3
	100.0%	3

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	0.0%	2	0.8%	100.0%
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	87	36.4%	82.9%
Warned (Written)	1	#DIV/0!	0.6%	150	62.8%	90.9%
Total	0	#DIV/0!	0.0%	239	100.0%	87.9%

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	15	0.0%	14.3%	3	60.0%	2.9%
Warned (Written)	12	44.4%	7.3%	2	40.0%	1.2%
Total	27	44.4%	9.9%	5	100.0%	1.8%

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	0.0%
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%
Total	0	#DIV/0!	0.0%

Disposition	Total %	Number
Arrested	0.7%	2
Released	0.0%	0
Ticketed	38.6%	105
Warned (Written)	60.7%	165
Total	100.0%	272

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	14	100.0%	77.8%
Warned (Written)	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Total	0	#DIV/0!	0.0%	14	100.0%	77.8%
				Total		of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	2	100.0%	11.1%	2	100.0%	11.1%
Warned (Written)	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Total	2	100.0%	11.1%	2	100.0%	11.1%
				Total		of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	#DIV/0!
Total	0	#DIV/0!	0.0%

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	100.0%	18
Warned (Written)	0.0%	0
Total	100.0%	18

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	5	38.5%	62.5%
Warned (Written)	0	#DIV/0!	0.0%	8	61.5%	88.9%
	0	#DIV/0!	0.0%	13	100.0%	76.5%
Total		% of Race of all Detentions		Total	% of Race of all Detentions	

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	3	100.0%	37.5%	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	1	100.0%	11.1%
	3	100.0%	17.6%	1	100.0%	5.9%
Total		% of Race of all Detentions		Total	% of Race of all Detentions	

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%
	0	#DIV/0!	0.0%
Total		% of Race of all Detentions	

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	47.1%	8
Warned (Written)	52.9%	9
	100.0%	17

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	2	100.0%	25.0%
Warned (Written)	0	#DIV/0!	0.0%	0	0.0%	0.0%
Total	0	#DIV/0!	0.0%	2	100.0%	22.2%
			of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	2	66.7%	25.0%	4	100.0%	50.0%
Warned (Written)	1	33.3%	100.0%	0	0.0%	0.0%
Total	3	100.0%	33.3%	4	100.0%	44.4%
			of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%
Total	0	#DIV/0!	0.0%
			of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	88.9%	8
Warned (Written)	11.1%	1
	100.0%	9

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	0	#DIV/0!	0.0%	Total	#DIV/0!	0.0%

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Released	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Ticketed	1	100.0%	100.0%	0	#DIV/0!	0.0%
Warned (Written)	0	0.0%	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	1	100.0%	100.0%	Total	#DIV/0!	0.0%

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	#DIV/0!
Total	0	#DIV/0!	0.0%

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	100.0%	1
Warned (Written)	0.0%	0
Total	100.0%	1

Fort Bend County Constable's Office Pct. 2

Racial Profiling Statistical Report

(01-01-03) to (01-01-04)

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	0.0%	4	6.3%	80.0%
Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	27	42.2%	62.8%
Warned (Written)	0	#DIV/0!	0.0%	33	51.6%	89.2%
	0	#DIV/0!	0.0%	64	100.0%	75.3%
Total		% of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	1	5.0%	20.0%	0	0.0%	0.0%
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	15	75.0%	34.9%	1	100.0%	2.3%
Warned (Written)	4	20.0%	10.8%	0	0.0%	0.0%
	20	100.0%	23.5%	1	100.0%	1.2%
Total		% of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	0.0%
Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%
	0	#DIV/0!	0.0%
Total		% of Race	of all Detentions

Disposition	Total %	Number
Arrested	5.9%	5
Released	0.0%	0
Ticketed	50.6%	43
Warned (Written)	43.5%	37
	100.0%	85



ROB COOK
Constable

CONSTABLE PRECINCT 3

Fort Bend County, Texas

(281) 491-7226
Fax (281) 491-0678

February 23, 2005

Honorable Robert Hebert
309 S. 4th, Ste. 355
Richmond, TX 77469

RE: 2004 Yearly Racial Profile Report -
Art. 2.135 Exemption for Agencies Using Video and Audio
Equipment

Judge Hebert,

Our agency has installed video cameras in all our units, exempting us from having to file a yearly report. Please see attached copy of the above referenced article.

If you have any further questions please contact our office at the number above.

Thank you,

Tim Yarrow
Tim Yarrow
Chief Deputy

ART. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT

A peace officer is exempt from the reporting requirements of Art. 2.133, and the agency is exempt from the compilation and analysis requirements of Art. 2.134, if:

- during the calendar year preceding the date the report is required to be submitted:
 - √ each agency motor vehicle regularly used to make traffic stops is equipped with video camera and transmitter-activated equipment and each motorcycle used to make stops is equipped with transmitter-activated equipment; and
 - √ each traffic and pedestrian stop capable of being recorded is recorded; or
- the governing body of the agency certifies to DPS that the agency needs funds for equipment and the agency does not receive sufficient state funds or equipment, as determined by DPS, to accomplish the purposes of this article.

Agencies that record stops shall retain the tapes for at least 90 days after the date of the stop. If a complaint is filed, the agency shall retain the tape until the final disposition of the complaint.

ART. 2.136. LIABILITY

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Art. 2.133 or under a policy adopted under Art. 2.132.

ART. 2.137. PROVISION OF FUNDING OR EQUIPMENT

DPS shall adopt rules for providing funding of video and audio equipment to law enforcement agencies for the purposes of the articles relating to racial profiling.

The criteria must give priority to law enforcement agencies that employ officers whose primary duty is traffic enforcement, smaller jurisdictions, and municipal and county law enforcement agencies.

To receive funding, the governing body of the agency must certify to DPS that the funding or equipment is needed.

ART. 2.211. HATE CRIME REPORTING

A clerk of a district or county court in which an affirmative finding under Art. 42.014 is requested shall report that request to the Texas Judicial Council, along with a statement as to whether the request was granted by the court and, if so, whether the affirmative finding was entered in the judgment in the case. The clerk shall make the report not later than the 30th day after the judgment is entered in the case.

ART. 2.27. INVESTIGATION OF CERTAIN REPORTS ALLEGING CHILD ABUSE

Upon receiving a report alleging serious physical or sexual abuse of a child by a person responsible for the care, custody, or welfare of the child, an investigator from a local law enforcement agency shall investigate the report jointly with DPRS or the agency responsible for investigating the abuse under Subchapter E, Chapter 261, Family Code.

Fort Bend Constable Pct. 4

Racial Profiling Statistical Report

Jan. 2004 to Dec. 2004

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested		0.0%	0.0%		0.0%	0.0%
Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Ticketed	9	15.0%	7.6%	18	29.0%	15.1%
Warned (Written)	51		0.0%	44	71.0%	10.6%
	60	15.0%	11.4%	62	100.0%	11.7%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	1	2.4%	100.0%		0.0%	0.0%
Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Ticketed	12	28.6%	10.1%	51	17.5%	42.9%
Warned (Written)	29	69.0%	7.1%	241	82.5%	59.1%
	42	100.0%	8.0%	292	100.0%	55.3%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Other	% of Race	% of Disposition
Arrested		0.0%	0.0%
Released		0.0%	#DIV/0!
Ticketed	29	40.3%	24.4%
Warned (Written)	43	59.7%	10.5%
	72	100.0%	13.6%
	Total	of Race	of all Detentions

Disposition	Total %	Number
Arrested	0.2%	1
Released	0.0%	0
Ticketed	22.5%	119
Warned (Written)	77.3%	408
	100.0%	528

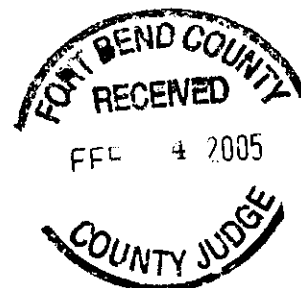


Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	Black	% of Race	% of Search
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	11	100.0%	8.8%	11	100.0%	8.8%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	11	100.0%	8.6%	11	100.0%	8.6%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	White	% of Race	% of Search
Consent Search	0	0.0%	0.0%	1	1.3%	100.0%
No Search	10	90.9%	8.0%	75	97.4%	60.0%
Probable Cause Search	1	9.1%	50.0%	1	1.3%	50.0%
	11	100.0%	8.6%	77	100.0%	60.2%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Other	% of Race	% of Search
Consent Search	0	0.0%	0.0%
No Search	18	100.0%	14.4%
Probable Cause Search	0	0.0%	0.0%
	18	100.0%	14.1%
	Total	of Race	of all Detentions

SearchStatus	Total %	Number
Consent Search	0.8%	1
No Search	97.7%	125
Probable Cause Search	1.6%	2
	100.0%	128

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	Black	% of Race
Hazardous Traffic	Arrested		0.0%	0.0%		0.0%
Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%
Hazardous Traffic	Ticketed	10	35.7%		15	20.5%
Hazardous Traffic	Warned (Written)	7	25.0%	6.1%	13	17.8%
Investigation	Arrested		0.0%	#DIV/0!		0.0%
Investigation	Released		0.0%	#DIV/0!		0.0%
Investigation	Ticketed		0.0%	#DIV/0!		0.0%
Investigation	Warned (Written)		0.0%	0.0%	8	11.0%
Non-Hazardous Traffic	Arrested		0.0%	#DIV/0!		0.0%
Non-Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%
Non-Hazardous Traffic	Ticketed	2	7.1%	5.7%	5	6.8%
Non-Hazardous Traffic	Warned (Written)	9	32.1%	12.5%	32	43.8%
		28	100.0%	8.1%	73	100.0%
		Total	of Race	of all Detentions	Total	of Race

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	White	% of Race
Hazardous Traffic	Arrested		0.0%	0.0%	3	1.9%
Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%
Hazardous Traffic	Ticketed	7	16.7%	4900.0%	51	33.1%
Hazardous Traffic	Warned (Written)	5	11.9%	4.3%	78	50.6%
Investigation	Arrested		0.0%	#DIV/0!		0.0%
Investigation	Released		0.0%	#DIV/0!		0.0%
Investigation	Ticketed		0.0%	#DIV/0!		0.0%
Investigation	Warned (Written)	2	4.8%	20.0%	0	0.0%
Non-Hazardous Traffic	Arrested		0.0%	#DIV/0!		0.0%
Non-Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%
Non-Hazardous Traffic	Ticketed	6	14.3%	17.1%	13	8.4%
Non-Hazardous Traffic	Warned (Written)	22	52.4%	30.6%	9	5.8%
		42	100.0%	12.1%	154	100.0%
		Total	of Race	of all Detentions	Total	of Race

StopReason	cboStopDisposition	Other	% of Race	% of Stop
Hazardous Traffic	Arrested		0.0%	0.0%
Hazardous Traffic	Released		0.0%	#DIV/0!
Hazardous Traffic	Ticketed	29	58.0%	25.9%
Hazardous Traffic	Warned (Written)	12	24.0%	10.4%
Investigation	Arrested		0.0%	#DIV/0!
Investigation	Released		0.0%	#DIV/0!
Investigation	Ticketed		0.0%	#DIV/0!
Investigation	Warned (Written)		0.0%	0.0%
Non-Hazardous Traffic	Arrested		0.0%	#DIV/0!
Non-Hazardous Traffic	Released		0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed	9	18.0%	25.7%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		50	100.0%	14.4%
		Total	of Race	of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.9%	3
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	32.3%	112
Hazardous Traffic	Warned (Written)	33.1%	115
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	0.0%	0
Investigation	Warned (Written)	2.9%	10
Non-Hazardous Traffic	Arrested	0.0%	0
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	10.1%	35
Non-Hazardous Traffic	Warned (Written)	20.7%	72
		100.0%	347

% of Stop
0.0%
#DIV/0!
13.4%
11.3%
#DIV/0!
#DIV/0!
#DIV/0!
80.0%
#DIV/0!
#DIV/0!
14.3%
44.4%
21.0%
of all Detentions

% of Stop
100.0%
#DIV/0!
45.5%
67.8%
#DIV/0!
#DIV/0!
#DIV/0!
0.0%
#DIV/0!
#DIV/0!
37.1%
12.5%
44.4%
of all Detentions

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

On this the 1st day of March, 2005, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Commissioner, Pct.4 Department #: 074

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Temp/Part</u>	<u>0201</u>	<u>\$1,500</u>
<u>Social Sec</u>	<u>0300</u>	<u>115</u>
<u>Workers/Comp</u>	<u>0600</u>	<u>14</u>
TOTAL TRANSFERRED TO: \$		<u>1,629</u>

TRANSFER FROM:

<u>Utilities</u>	<u>2000</u>	<u>1,629</u>
TOTAL TRANSFERRED FROM: \$		<u>1,629</u>

EXPLANATION: Work done for Fort Bend Fresh Water Supply District #2.

Department Head: Jan Patterson

Date: 2-23-05

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY: Robert E. Hebert

Robert E. Hebert, County Judge

FEB 24 2005

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

9

On this the 1st day of March, 2004, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Auditor Department: 005

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Rollover Contingency</u>	<u>010-045-0450-4040</u>	<u>116,453</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
TOTAL TRANSFERRED TO:		<u>\$116,453.00</u>

TRANSFER FROM:

<u>** See Attached **</u>	<u> </u>	<u>\$ 116,453</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
TOTAL TRANSFERRED FROM:		<u>\$ 116,453</u>

EXPLANATION: Addition to Rollover Contingency for amounts not expended on Purchase order.

** Budget entry completed in AFIN. **

Department Head: 

Date: 2/23/05

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY: 

Robert E. Hebert, County Judge

Closed/Rolled Purchase Orders Fiscal Year 2004	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
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89	90
91	92
93	94
95	96
97	98
99	100

[illegible]

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

1/7/03

10

DATE SUBMITTED: 02.18.05

SUBMITTED BY: Laura Johnson
DEPARTMENT: County Attorney
PHONE NO.: 4556

COURT AGENDA DATE: 03.01.05

Reimbursement to Assistant County Attorney for postage purchased without purchase order to cover after hours mailing in a litigation matter in the amount of \$15.40

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

RECEIVED

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	One Time <input type="checkbox"/>	Funding Source: 1064
Recurring <input type="checkbox"/>		
Fund Agency Object	N/A <input type="checkbox"/>	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

AS PER ORIGINAL

ED 206243791

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code	Day of Delivery
20624	<input type="checkbox"/> Next <input checked="" type="checkbox"/> 2nd <input type="checkbox"/> 3rd
Date Accepted	Scheduled Date of Delivery
Mo. Day Year	Month Day
Time Accepted	Scheduled Time of Delivery
<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<input type="checkbox"/> Noon <input type="checkbox"/> Military
Flat Rate <input type="checkbox"/> or Weight	<input type="checkbox"/> 2nd Day <input type="checkbox"/> Int'l Alpha Country
lbs. ozs.	

FROM: (PLEASE PRINT) PHONE 281

Joe W Cox
Fort Bend County
301 Jackson
Richmond TX

FOR PICKUP OR TRACKING

Visit www.usps.com

Call 1-800-222-1811



***** WELCOME TO *****

RICHMOND MPO
RICHMOND, TX 77469-9998
02/04/05 05:08PM

USPS Trans 141
sys5004 Cashier KKT2NP
er's Name SAVANNAH
Unit Id WINSAVANNAH
one Number 800-275-8777
4841490469

xp. Mail PO-ADD 15.40
estimation: 78741
eight: 1.00 oz.
ostage Type: PVI
otal Cost: 15.40
ase Rate: 13.65
abel#:

D206243791US
SERVICES
tn Recpt (Green Card) 1.75

total 15.40
15.40
20.00
e Due 4.60
h

Number of Items Sold: 1

Thank You
Please come again!

Customer
Label 11-3

Post Office To Address

Employee Signature

Employee Signature

Employee Signature

SIGNATURE (Domestic Mail Only)
endorsement insurance is void if
the waiver of signature.
is made without obtaining signature
thru the agent (if delivery employee
can be left in secure location) and if
by employee's signature constitutes

SEIGN POSTAL CODES:

+

NAME BELOW

AP
1064-
~~0701~~

<u>0701</u>	\$ 15.40
(obj code)	(amount)
<u>4014</u>	
(obj code)	(amount)

Lineitem #: 010 054 0540
Out of State (fund-dept-org)

Approval Date:

Approval Date:

RECEIVED
FEB 15 2005

FEB 15 2005

Chas. M. Hunt

\$ 15.40

Signature:

Date:

Auditor's Office - Revised 01/26/05

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

On this the 1st day of March 2005, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: County Clerk Department #: Fund 144

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
I.T. Hardware	144-002-0022-1012	\$12,188
Software	144-002-0022-3040	\$23,130
Fees & Services	144-002-0022-4010	\$10,500
TOTAL TRANSFERRED TO: \$		\$45,818

TRANSFER FROM:

I.T. Cost Allocation	144-002-0022-3022	\$45,818
TOTAL TRANSFERRED FROM: \$		\$45,818

EXPLANATION:

MIS purchases for fund 144 as budget

Department Head:

Gumbon

Date:

2/22/05

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY:

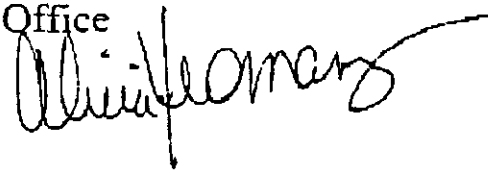
Robert E. Hebert

Robert E. Hebert, County Judge

AK

AS PER ORIGINAL

Date: February 22, 2005
To: Ed Sturdivant – Auditors Office
From: Alicia Yeomans – County Clerks Office
Re: Reimbursement to MIS



Per our telephone conversation please reimburse the following line items from County Clerks Budget – Fund 144:

1012 I.T. Hardware	\$12,188.00
3040 Software	\$23,130.00
4010 Fees & Services	\$10,500.00

Attached is the original purchase orders issued from MIS
(PC 03600008426, PC 03600008427, & PC 03600008414).
Thank you.

X

PURCHASE ORDER

AS PER ORIGINAL

P.O. NUMBER: PC 03600008426

SPECIAL INSTRUCTIONS:

 PAGE: 01
 P.O. DATE: 01 31 05

DELIVER BY: 02 11 05

BUYER:

CONFIRMING:

FOB:

01 DEBBIE KAMINSKI

NO

D

VENDOR: 0326219526

THE HARDING GROUP

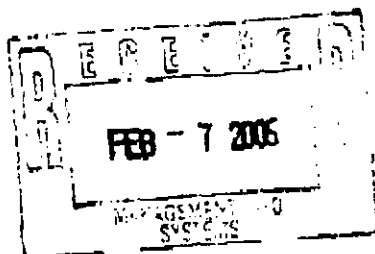
1250 E. COPELAND RD. SUITE 800

 SHIP TO: MANAGEMENT INFORMATION SYSTEMS
 500 LIBERTY, STE 212
 RICHMOND TX 77469

 ARLINGTON TX 76011
 DAVE KENT 241-794-6772/CELL

 BILL TO: MANAGEMENT INFORMATION SYSTEMS
 501 JACKSON
 RICHMOND TX 77469

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 205	17.000 EA @	714.000000	12,138.00
010 036 0360 1000 1012 01			
146GB 10,000 RPM PART #800260-000 MAGNITUDE HARD DRIVE			
QUOTE #G1212005-402			
002 205	1.000 EA @	50.000000	50.00
010 036 0360 1000 1012 01			
SHIPPING			



TAG ITEM UPON DELIVERY PLEASE RECORD SERIAL NUMBER AND CALL INVENTORY MANAGER S/N: _____
--

 PAGE TOTAL : 12,188.00
 GRAND TOTAL : 12,188.00

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

AUTHORIZED SIGNATURE/DATE

**FORT BEND COUNTY, TEXAS
PURCHASE ORDER**

AS PER ORIGINAL

X

P.O. NUMBER:

PC 03600008427

SPECIAL INSTRUCTIONS:

PAGE #:

P.O. DATE: 01

01 31 05

DELIVER BY:

02 11 05

BUYER:

CONFIRMING:

FOB:

13 VENDOR: CHERYL KREJCI
7526219526 -
THE HARDING GROUP
1250 E. COPELAND RD. SUITE 800
ARLINGTON TX 76011
DAVE KENT 241-794-6772/CELL

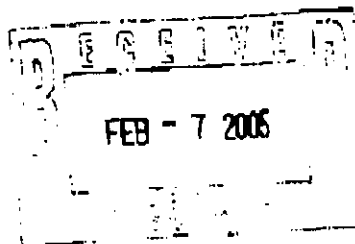
SHIP TO:

MANAGEMENT INFORMATION SYSTEMS
500 LIBERTY. STE 212
RICHMOND TX 77469

BILL TO:

MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 805	1.000 EA	\$ 11,565.000000	11,565.00
010 036 0360 1000 3040 01 MAGNITUDE DATA SERVICES UPGRADE 4.8TB TO 6.0TB LTU			
002 805	1.000 EA	\$ 11,565.000000	11,565.00
010 036 0360 1000 3040 01 MAGNITUDE DATA SERVICES UPGRADE 6.0TB TO 7.2TB LTU QUOTE #01212005-402			



PAGE TOTAL : 23,130.00
BY MY SIGNATURE I CERTIFY THE ITEMS ON THIS ORDER HAVE BEEN
RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS.

AUTHORIZED SIGNATURE

**FORT BEND COUNTY, TEXAS
PURCHASE ORDER**

AS PER ORIGINAL

X

P.O NUMBER: PC 03600008414

SPECIAL INSTRUCTIONS:

PAGE # 01

P.O DATE 01 24 2005

DELIVER 01 24 2005

BUYER:
02 CINDY MORALES
VENDOR: 60025821 -
ACCUDATA SYSTEMS, INC
13700 VETERANS MEMORIAL DR
280
HOUSTON TX 77014
AMY DRURY

CONFIRMING:
NO D

FOB:

SHP MANAGEMENT INFORMATION SYSTEMS
500 LIBERTY, STE 212
RICHMOND TX 77469

BILL MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469

NOTE THIS ORDER WAS MODIFIED ON 02/04/2005

	DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 241		7.000 EA @	1,500.000000	10,500.00
010 036 0360 1000 4010 01				
DATA PROCESSING SERVICES PROPOSAL -RESTORE FILE PERMISSIONS FOR IMAGES				

PAGE TOTAL : 10,500.00
GRAND TOTAL : 10,500.00

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

RENEWAL CONTRACT/AGREEMENT: Yes () No (X)
 First
 LIST SUPPORTING DOCUMENTS ATTACHED: Amended Budget Fund 142 District
 FINANCIAL SUMMARY: Attorney Worthless Check

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes () No () N/A ()	One Time ()	
142 Funding Source:	Recurring (X)	
Fund Agency 012 Object	N/A ()	
DATE SUBMITTED: 02-22-05		SUBMITTED BY: John Healey
AGENDA		DEPARTMENT: District Attorney
#		PHONE NO.: 281-341-4473
COURT AGENDA DATE: 03-01-05		

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

If by E-Mail to ospindon@co.fort-bend.tx.us <mailto:ospindon@co.fort-bend.tx.us>
 If by Fax to (281) 341-8609

Copies with back-up to:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:



FIRST AMENDED
DISTRICT ATTORNEY
WORTHLESS CHECK BUDGET
FEBRUARY 2005

142	DESCRIPTION	BUDGET AMOUNT
0200	SALARIES	\$ 6,823.75
0201	TEMPORARY SALARIES & LABOR	12,270.61
0202	OVERTIME	140.00
0300	SOCIAL SECURITY	1,824.24
0400	RETIREMENT	1,064.88
0701	TRAVEL-IN	50.00
1010	PROPERTY & EQUIPMENT	0.00
1012	IT HARDWARE	0.00
1062	OFFICE SUPPLIES	3,934.82
1063	LAW BOOKS	0.00
3000	MATERIALS	3,417.00
3021	IT LEASES	0.00
3040	SOFTWARE	0.00
3050	BOOKS / PERIODICALS	0.00
4008	WITNESS EXPENSE	13,417.27
4009	CRIME PREVENTION PROGRAM	.00
4010	FEES & SERVICES	3,172.41
4012	SPECIAL CRIMINAL INVESTIGATION	0.00
4014	TRAVEL-OUT	0.00
5030	DUES	0.00
TOTAL		\$ 46,114.98

13A

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

On this the 1st day of March, 2005, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Emergency Management Department #: 010-046-G05E

TRANSFER TO:

LINE-ITEM NAME	NUMBER Multi-Year	AMOUNT
Property & Equipment	010-046-G05E-1010	\$ 73,803
Capital Assets	010-046-G05E-1011	512,000
IT Hardware	010-046-G05E-1012	70,600
Communications Equipment	010-046-G05E-6026	108,000
TOTAL TRANSFERRED TO:		<u>\$ 764,403</u>

TRANSFER FROM:

LINE-ITEM NAME	NUMBER Multi-Year	AMOUNT
State Reimb. (Increase)	010-046-G05E-STAT	\$ 764,403
TOTAL TRANSFERRED FROM:		<u>\$ 764,403</u>

EXPLANATION: To amend the budget pursuant to LGC 111.0706 for the 2004 Urban Area Security Initiative Grant to be administered by the Office of Emergency Management for the period of 12/1/2003 to 11/30/2005.

Department Head: 

Date: 2/24/05

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY: 

Robert E. Hebert, County Judge

Original to Budget Officer cc: Commissioners Court

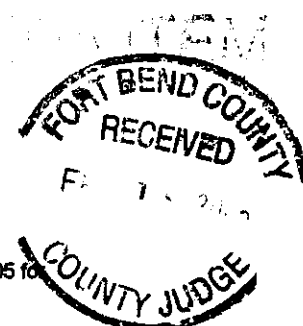
FEB 24 2005

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

13B

On this the 1 day of March, 2005, the Commissioners' Court, with the following members being present:

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



The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Emergency Management Department #: 046

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>IT Software Purchases</u>	<u>3040</u>	<u>\$200</u>
<u>IT Hardware Purchases</u>	<u>1012</u>	<u>\$2,000</u>
TOTAL TRANSFERRED TO: \$		<u>\$2,200</u>

TRANSFER FROM:

<u>Property and Equipment</u>	<u>1010</u>	<u>\$2,200</u>
TOTAL TRANSFERRED FROM: \$		<u>\$2,200</u>

EXPLANATION: Transfer funds to be able to order a Bravo CD Disc Publisher and some software.

Department Head: 

Date: 17-Feb-05

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY: 

Robert E. Hebert, County Judge

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

DATE SUBMITTED: 2/21/05
COURT AGENDA DATE: 3/1/05

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

14A

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO.1101 IN THE AMOUNT OF \$100.00 TO THE CITY OF ROSENBERG REGARDING TWO (2) FALSE ALARMS LOCATED AT 1200 BLUME RD. (RECYCLE CENTER) DURING THE TIME OF OCTOBER 2004; (NO PURCHASE ORDER IN PLACE) (FUND:010-043-0433-4010)

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:



Feb 21 2005

FINANCIAL SUMMARY:



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

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

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Copies with back-up to:

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

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RECOMMENDATION / ACTION REQUESTED:

INVOICE

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

(832) 595-3400

TO: FORT BEND RECYCLING CENTER
1200 BLUME
ROSENBERG, TX
ROSENBERG, TX 77471

INVOICE NO: 1101
DATE: 2/07/05

CUSTOMER NO: 552/590

TYPE: FA - FALSE ALARM

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2.00	FALSE ALARM FEES FALSE ALARM DATES - NO CHARGE	50.00	100.00

CHARGED:

10/6/04

10/16/04

TOTAL DUE: \$100.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/07/05 DUE DATE: 3/09/05
CUSTOMER NO: 552/590

NAME: FORT BEND RECYCLING CENTER
TYPE: FA - FALSE ALARM

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF ROSENBERG
2110 FOURTH STREET
P O BOX 32
ROSENBERG TX 77471

INVOICE NO: 1101
TERMS: NET 30 DAYS

AMOUNT: \$100.00

INVOICE TRANSMITTAL

010-043-0433-4010

Distribution Code

746002014 B

Vendor Number

CITY OF ROSENBERG

Vendor Name

02/23/05

Purchase Order Number

Date

Invoice Numbers

TO PAY FOR TWO (2)
FALSE ALARMS THAT
WENT OFF AT 1200
BLUME RD. (REC.CENTER)
IN OCTOBER 2004

\$100.00

Total

\$100.00

County Auditor's Use Only

IAN Received: _____

Check Type: _____

Comm. Court Date: _____

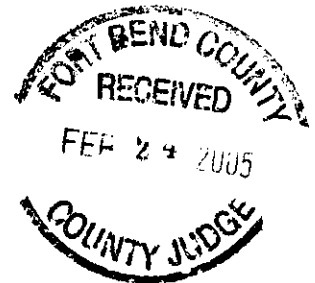
Audited by: _____

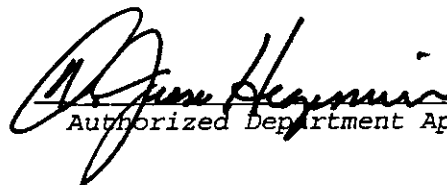
Posted by: _____

Checked by: _____

Received:

Paid:




Authorized Department Approval

Treasurer's Register Stamp and Number

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

DATE SUBMITTED: 2/21/05

SUBMITTED BY: P. BAITS (AGENDA COORDINATOR) AGENDA
DEPARTMENT: (043) ENGINEERING #14B
PHONE NO.: (281) 633-7507

COURT AGENDA DATE: 3/1/05

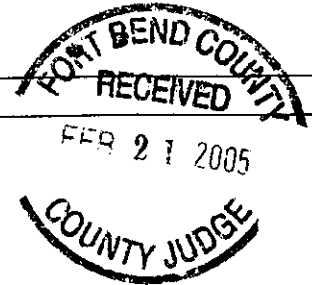
SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO. 3154 IN THE AMOUNT OF \$49,681.57 TO OTHON, INC, REGARDING WORK IN CONNECTION WITH RANSOM ROAD (FROM BENT BRIDGE TO WHEATON ROAD), MOBILITY BOND PROJECT #34, PCT. 1. (FUND: 230-043-4301-7855)

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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



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

If by E-Mail to ospindon@co.fort-bend.tx.us

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RECOMMENDATION / ACTION REQUESTED:



OTHON

OTHON, INC.
11111 Wilcrest Green, Suite 128
Houston, Texas 77042

713 975 8555 TEL
713 975 9068 FAX
othoncorp@othon.com E-MAIL
www.othon.com WEBSITE

CONSULTING ENGINEERS
Civil, Transportation, Environmental,
Construction Management

February 10, 2005

Fort Bend County Engineering
1124-52 Blume Rd. P.O. Box 1449
Rosenberg, TX 77471

Attn: Paulette Batts
cc: John Waisath Carter & Burgess

Sequence No. 2
Invoice No. 3154
Project: Ransom Rd. Widening, Pct. 1.
Project No. 04229584
Fort Bend P.O. # PC.04300002792

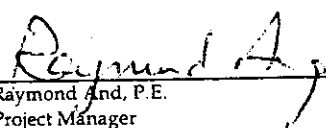
Engineering Services January 1 2005 through January 31, 2005
Ransom Road: From Bent Bridge to Wheaton Road

Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
Project Management \$19,379.00	30%	5,813.70	\$2,906.85	\$2,906.85
Preliminary Design \$103,845.00	30%	31,153.50	\$15,576.75	\$15,576.75
Schematic \$26,958.00	25%	6,739.50	\$0.00	\$6,739.50
Environmental \$7,272.00	60%	4,363.20	\$1,818.00	\$2,545.20
CONSULTANT EXPENSES				
Surveying Landtech, Inc. \$109,424.00	20%	21,884.80	\$0.00	\$21,884.80
Public Involvement Lentz Group \$1,800.00	0%	0.00	\$0.00	\$0.00
REIMBURSABLE EXPENSES				\$28.47
Mileage - Sandra Brown 78 miles @ \$.365				

Total Due This Invoice

\$49,681.57

Thank You
Othon, Inc.


Raymond And, P.E.
Project Manager

APPROVED


PLEASE RETURN A COPY OF THE INVOICE WITH PAYMENT.

Progress Report
Ransom Road
Fort Bend County
From Bent Bridge to Wheaton Rd.

For Period from Jan 1, 2005 to Jan 31, 2005

Preliminary Engineering Design

- Landtech has completed the survey baseline, and is currently wrapping up the topographic survey. Letter for right of entry have received from all adjacent property owner. Survey should be completed by early Feb 05.
- Othon has performed the preliminary tasks of obtaining available engineering drawing from Ft Bend County Engineering, right of way information, identified existing utilities along the project corridor and continue to make initial contacts with utility companies.
- Othon has also obtained the most current available aerial maps to assist in the developing the preliminary alignments. Othon has developed the preliminary alignment and is preparing to meet with the City of Richmond to discuss the proposed widening and determine a time to present the project to the city council. The initial alignment was verified for compliance with AASHTO and Ft Bend County engineering for the required design speed and horizontal curve. Based on the existing ROW and adjacent developed roadway section, Othon has developed the preliminary typical section and a preliminary construction cost estimate.
- Othon determined the extent of the floodplain in the project and have determined the overall drainage area draining in to the project using the USGS Map.
- Othon has completed the environmental research to determine the presence of wetlands, leaking underground storage tanks, historic building and archeological significance in the area and is currently preparing the environmental ESA Phase 1 write up.

OTHON INC.

JAN 18 2005



LANDTECH

Consultants • Engineers • Surveyors

AS PER ORIGINAL

OTHON, INC.
11111 WILCREST GREEN
SUITE 128
HOUSTON, TX 77042-4786
ATTN: MR. RAYMOND W. ANG, P.E.

INVOICE NUMBER 18744
January 13, 2005

Contract: 04-1-0277

Customer ID: 571

RANSOM ROAD - F.B. CO.

OTHON PROJECT NUMBER PC 04300002792

00 DESIGN AND RIGHT OF WAY SURVEY

Total fee	109,424.02	
Percent complete	20.00	
Total fee billed	21,884.80	
Fee previously billed	0.00	
Current fee billing		21,884.80

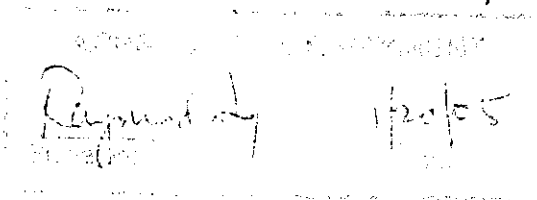
TOTAL INVOICE DUE

\$21,884.80

THANK YOU,
APPROVED BY

PAUL P. KWAN, R.P.L.S.
PRESIDENT

04 229 584



#6401

V12150 P.J. 20124

Page 1 of 1



Othon

Make Payable To:

Sandra Brown

Requested Date: 01/12/2005

Deliver To:

Amount:

\$85.00

Project	Project No.	Description	Miles	Rate	Amount	GL#	(Accig Only)
Marketing TxDOT ENV	99999994	01/12/05- meals/ snacks for the day to Austin			\$ 50.68	11051	
Prof. Dev. - NHA luncheon	99999993	01/13/05 mileage roundtrip	48	\$0.375	\$ 18.00	11510	
North Houston Assoc.	99999993	01/13/05 toll 3 booths x 2 (roundtrip)	6	\$1.000	\$ 6.00	11510	
Ransom Road	04229584	12/29/04 - mileage to/ from site	78	\$0.375	\$ 29.25	10510	
FM 518	02107394	12/16/04 mileage mtg on Noise	30	\$0.375	\$ 11.25	10510	
FM 518	02107394	12/16/04 toll 3 booths x 2 (roundtrip)	6	\$1.000	\$ 6.00	10510	
FM 518	02107394	12/28/04 mileage- insert revisions	30	\$0.375	\$ 11.25	10510	
FM 518	02107394	12/28/04 toll 3 booths x 2 (roundtrip)	6	\$1.000	\$ 6.00	10510	
FM 518	02107394	10/31/04 mileage - mtg Curt K.	30	\$0.375	\$ 11.25	10510	
FM 518	02107394	10/31/04 toll 3 booths x 2 (roundtrip)	6	\$1.000	\$ 6.00	10510	

Cash advance 01/12/05

Amounts (\$70.00)

Subtotal: \$ 155.68
Total: \$85.00

*Please note-All receipts must be attached for reimbursement.

Unless under \$25.00

Requested By:

Sandra Brown

Approved By:

James D. Denton

Do Not include any company credit card receipts

V-01/12/05 P-20029

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

DATE SUBMITTED: 2/22/05
COURT AGENDA DATE: 3/1/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA
DEPARTMENT: (043) ENGINEERING #
PHONE NO.: (281) 633-7507 14C

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO. FB2-02-01 IN THE AMOUNT OF \$46,200.00 TO GUESS GROUP, INC.
FOR THE FIFTH STREET PROJECT, MOBILITY BOND PROJECT #17, PCT. 2. (FUND: 230-043-4301-7827)

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:



FEB 23 2005

FINANCIAL SUMMARY:



BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

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

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

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

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

RECOMMENDATION / ACTION REQUESTED:

GUESS GROUP, INC.
A REAL ESTATE SERVICES CO.

INVOICE

FB2-02-01



February 22, 2005

2626 South Loop West
Suite 545
Houston, Texas 77054

TO:

Phone: 713-660-7003
Fax: 713-660-7570

Mr. Jesse Hegemier, P. E.
c/o Paulette Batts
Fort Bend County
County Engineer
P.O. Box 1449
Rosenberg, Texas 77471

FROM:

The Guess Group, Inc.
2626 South Loop West, Suite 545
Houston, Texas

PROJECT:

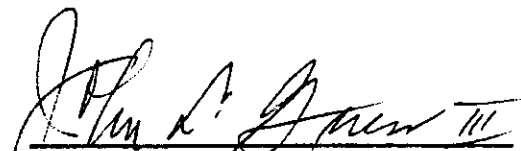
**Fifth Street Right-of-Way
Fort Bend County, Precinct 2
Work Authorization # 1
PC 04300002583**

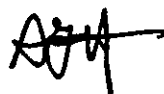
SERVICES RENDERED: Appraisals and administrative services provided for acquiring (21) twenty-one Missouri city parcels for the Fifth Street Right-of-Way Project.

A) Appraisal Services	\$42,000.00
B) Administrative Services	\$ 4,200.00

TOTAL CONTRACTED AMOUNT DUE:

Total \$46,200.00


John L. Guess, III
President

APPROVED


***Fifth Street - Missouri City
Widening Project
Appraisal Schedule***

Parcel	Size	Value
Tract 1	0.7510 acres or 3,270 sq. ft.	\$9,810.00
Tract 2	0.0401 acres or 1,747 sq. ft.	\$5,241.00
Tract 3	0.0367 acres or 1,597 sq. ft.	\$4,791.00
Tract 4	0.0161 acres or 700 sq. ft.	\$1,050.00
Tract 5	0.0149 acres or 651 sq. ft.	\$1,445.00
Tract 6	0.0289 acres or 1,259 sq. ft.	\$2,864.00
Tract 7	0.0247 acres or 1,074 sq. ft.	\$7,971.00
Tract 8	0.1111 acres or 4,839 sq. ft.	\$ 9,585.00
Tract 9A	0.0276 acres or 1,200 sq. ft.	\$4,109.00
Tract 9B	0.0472 acres or 2,058 sq. ft.	\$3,561.00
Tract 64	0.0011 acres or 49 sq. ft.	\$ 147.00
Tract 65	0.0745 acres or 3,246 sq. ft.	\$ 11,361.00
Tract 66	0.0072 acres or 313 sq. ft.	\$ 1,759.00
Tract 67 A	0.0154 acres or 671 sq. ft.	\$2,013.00
Tract 67B	0.0608 acres or 2,647 sq. ft.	\$11,732.00
Tract 75	0.1002 acres or 4,365 sq. ft.	\$4,356.00
Tract 76	0.0068 acres or 297 sq. ft.	\$1,294.00
Tract 77	0.0330 acres or 1,439 sq. ft.	\$4,556.00
Tract 81	0.0467 acres or 2,033 sq. ft.	\$2,033.00
Tract 82	0.0051 acres or 220 sq. ft.	\$ 770.00
Tract 83	0.0019 acres or 84 sq. ft.	\$ 290.00
		Total Value of Acquisition \$ 90,738.00

***Fifth Street - Missouri City
Widening Project
Appraisal Schedule***

Parcel	Size	Value
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Widening Project
Appraisal Schedule***

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Total Value of Acquisition		\$ 90,738.00

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

DATE SUBMITTED: 2/23/05
COURT AGENDA DATE: 3/1/05

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

#140

SUMMARY OF ITEM: SEE ATTACHED TRANSFER INFORMATION

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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

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RECOMMENDATION / ACTION REQUESTED:

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

On this the 1st day of March, 2005, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Engineering Department #: 043

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Capital Assets	010-043-0430-1011	\$8,174
TOTAL TRANSFERRED TO: \$		\$8,174

TRANSFER FROM:

Software	010-043-0430-3040	\$8,174
TOTAL TRANSFERRED FROM: \$		\$8,174

EXPLANATION: TO PAY FOR ARC SDE SOFTWARE

Department Head: *Robert E. Hebert*

Date: 2/24/05

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY: *Robert E. Hebert*

Robert E. Hebert, County Judge

WHAT IS ArcSDE?

Welcome to ArcSDE, the GIS gateway to your DBMS. ArcSDE is the software that allows you to use the following ESRI products:

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- ArcIMS[®]
- ArcInfo[™] Workstation
- ArcView[®]
- ArcSDE CAD Client
- MapObjects[®] and MapObjects[®]—Java[™]

to store, use, and manage all your GIS data (including feature geometry) in one of the following commercial DBMSs:

- IBM[®] DB2[®]
- IBM Informix[®]
- Microsoft[®] SQL Server[™]
- Oracle[®]

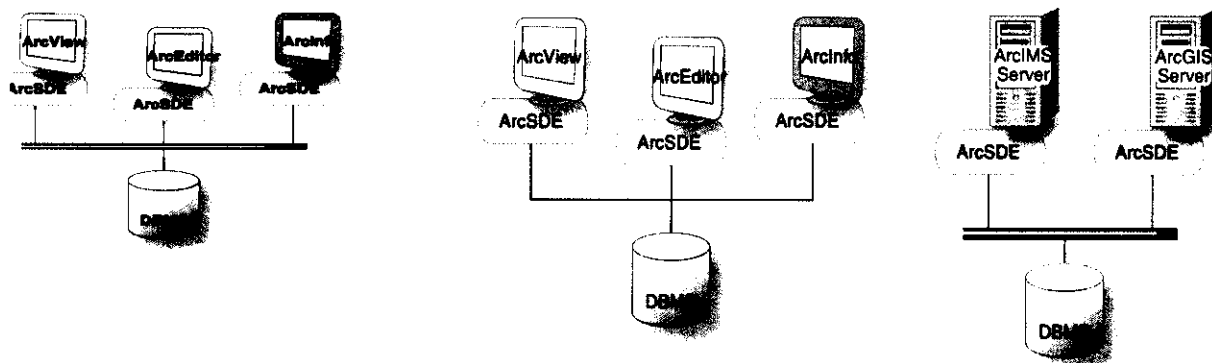
on your choice of several operating systems and scaling from work groups to large enterprise databases. It also provides other choices for developing custom applications as well as how the geometry of your features is stored.

ArcSDE is a key component in a multiuser GIS because it allows you to “marry” world-class GIS technology with world-class relational database management system technology. You get to use what a GIS does best along with what a DBMS does best. The combination provides you with:

- Support for concurrent multiuser editing with long transactions, allowing support for many editing and critical GIS data management work flows.
- No limits on the size of your spatial database.
- The ability to serve many concurrent users anywhere on the network or the Internet.
- The ability to build custom applications from the ArcSDE C and Java application programming interfaces (APIs) as well as ArcGIS, ArcObjects, and ArcIMS.
- A number of configuration choices.

All of this multi-DBMS, multiplatform/OS, multiclient, and multiple developer choice flexibility adds up to an open, scalable solution, with more choices for users and better interoperability.

In this book, you’ll get an overview of what ArcSDE is for and how it relates to the ArcGIS geodatabase, as well as a review of how ArcSDE works and where to go next for more in-depth information for deploying a system with ArcSDE.



ArcSDE acts as the gateway between ArcGIS and your relational database. This graphic illustrates several ways to configure ArcSDE.

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

14E

On this the 1st day of March, 2005, the Commissioners' Court, with the following members being present:

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

REVISED

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Engineering Department #: 230-043-M03A

TRANSFER TO:

LINE-ITEM NAME	NUMBER Multi-Year	AMOUNT
FM 762	230-043-4301-2000- 7859 7828	\$ 68,000
TOTAL TRANSFERRED TO:		\$ 68,000

TRANSFER FROM:

Contingency	010-045-4040	\$ 68,000
TOTAL TRANSFERRED FROM:		\$ 68,000

EXPLANATION: On February 22, 2004 Commissioner's Court approved funding from Contingency
for the Cobb-Fendley & Assoc. contract for the Greenbusch/Westheimer Parkway mobility project
in the amount of \$295,984 (total contract amount). The total project is \$340,000 with 80% of the funding
from TXDOT and 20% from the County. The budget was modified on July 22, 2003 to allocate
the funds including the County's portion from project SH122/Phase 2. It is recommended by the
County Auditor that the 20% match taken from project SH122/Phase 2 on July 22, 2003 be reimbursed
and allocated to project FM 762.

Department Head: REDate: 2/25/05

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLYBY: Robert E. Hebert

Robert E. Hebert, County Judge

Original to Budget Officer cc: Commissioners Court

FEB 25 2005

From: Amy Hartman
To: Donna Ospina; Heratio Rodgers; James Edwards
Date: 2/28/2005 11:16:25 AM
Subject: Engineering Transfer

Shelly - find this transfer in the agenda and put this with it. Jim

Jim,

The revised Engineering transfer for \$68,000 needs to be modified to read transfer to **SH122 (phs 2) 230-043-4301-2000-7828**. The original needs to be revised and make sure it is recorded into the minutes correctly. If you have any questions please let me know.

Thanks,

Amy Hartman
Fort Bend County Auditor's Office
309 S. 4th Street RM 533
Richmond, TX 77469
Phone: 281-341-3768 Fax: 281-341-3774
hartmamy@co.fort-bend.tx.us



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

14F

D. Jesse Hegemier
County Engineer
February 18, 2005

Judge Robert E. Hebert
Fort Bend County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77406-0148

**Re: Orchard Lake Estates, Section 1
Left turn lane, and partial widening of FM 1464, at Orchard Lake Estates
Drive on behalf of Beazer Homes Texas, L.P. - Sponsorship**

Honorable Judge Hebert:

Fort Bend County Engineering Department has received and reviewed a request (letter attached) from Pate Engineers, Inc. for Fort Bend County to sponsor a project for a left turn lane and partial widening of FM 1464 at the entrance of Orchard Lake Estates development. The additional turn lane will improve traffic flow along FM 1464.

Any and all cost involved with the project will be borne by Beazer Homes Texas, L. P. There will be no cost to Fort Bend County.

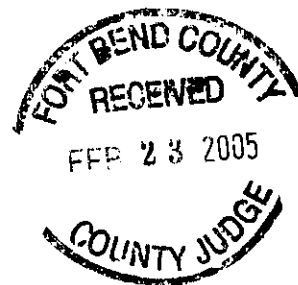
The Texas Department of Transportation request that an agency, such as Fort Bend County, act as a sponsor for the project. This means that the permit for the work will be issued in the name of Fort Bend County and the County accepts responsibility for the terms and conditions of the permit.

We recommend acceptance of the sponsorship and request that this item be placed on the next available Commissioner's Court agenda. We have prepared a letter to Texas Department of Transportation, for the County Judges' signature.

If there are any questions please do not hesitate to call.

Sincerely,


Steven L. Evans
Assistant to County Engineer



Attachment: Scope of Work

cc: Mr. Bud Childers, FBC Attorney
Commissioner W. A. "Andy" Meyers, Pct. 3

File

3-4-05 Original Letter & Resolution sent to Paullette @ Engineering
P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



COUNTY JUDGE

Fort Bend County, Texas

Robert E. Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

March 1, 2005

Mr. Gary Trietsch, P.E.
District Engineer, Houston District
Texas Department of Transportation
P.O. Box 1386
Houston, TX 77251-1386

Reference: **Orchard Lake Estates, Section 1**
Left turn lane, and partial widening of FM 1464, at Orchard Lake Estates
Drive on behalf of Beazer Homes Texas, L.P. - Sponsorship

Dear Mr. Trietsch:

Fort Bend County has received and reviewed a request from Pate Engineers, Inc. for the County to sponsor a Texas Department of Transportation project on behalf of Beazer Homes Texas, L.P. to install a left turn lane and partial widening of FM 1464 at Orchard Lake Estates Drive within the Orchard Lake Estates Development, at no cost to the County.

The request was approved by Fort Bend County Commissioners Court at our meeting on March 1, 2005. We request that a permit for the left turn lane be issued with Fort Bend County as sponsor for this project.

If there are any questions or need for additional information, please call Steven L. Evans in our Engineering Department at 281-633-7514.

Sincerely,

Robert E. Hebert

/Enclosures: Resolution
Drawing

Copy: Ms. Christy Miller, P.E., Pate Engineers, Inc.
File

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**RESOLUTION TO SPONSOR A PROJECT FOR THE CONSTRUCTION
OF A LEFT TURN OFF OF
FM 1464 AT ORCHARD LAKE ESTATES DRIVE
WITHIN THE ORCHARD LAKE ESTATES DEVELOPMENT ENTRANCE**

On this 1st day of March, 2005, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner STAVINOH, seconded by Commissioner Meyers, duly put and carried;

WHEREAS, the proposed sponsorship project includes the install a left turn lane and partial widening of FM 1464 at Orchard Lake Estates Drive within the Orchard Lake Estates Development.

WHEREAS, the funding for such sponsorship of the project is to be provided through sources other than Fort Bend County.

NOW, THEREFORE, BE IT RESOLVED that Fort Bend County expresses its support and sponsorship of such project with the Texas Department of Transportation to cause such improvements to be made at FM 1464 at Orchard Lake Estates Drive within the Orchard Lake Estates Development.

FORT BEND COUNTY

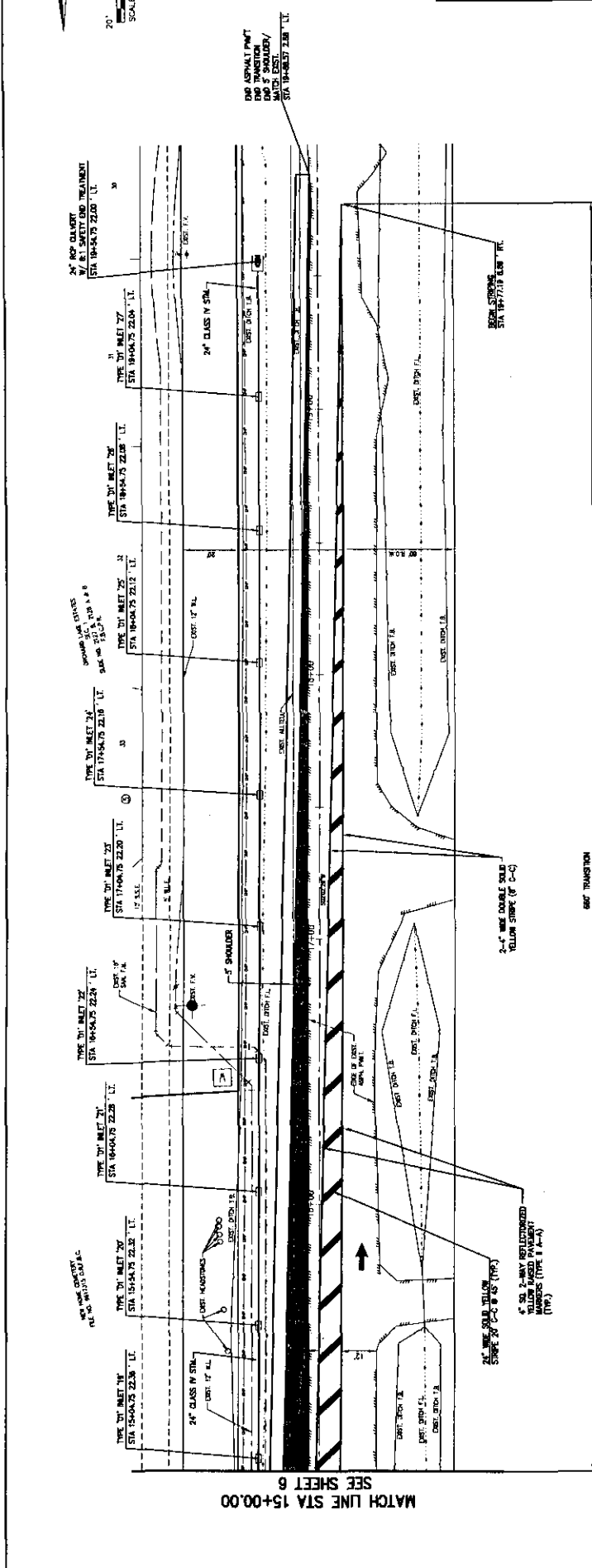
By:


Robert E. Hebert, County Judge


ATTEST:



Dianne Wilson, Ph.D., County Clerk



THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF REVIEW
UNDER THE AUTHORITY OF
CHRISTY MILLER, P.E. 89402
ON 02/15/05. IT IS NOT TO
BE USED FOR CONSTRUCTION
PURPOSES.



STATE OF TEXAS
CHRISTY MILLER
NO. 89402
MECHANICAL ENGINEERING
EXPIRATION DATE 08/31/2008

PATE ENGINEERS		FEBRUARY 2005	
13303 N.E. Freeway, Suite 300, Houston, TX, Phone: 713-462-3719		730-307-0000	
PROJECT: C.M.	DATE: 1/14	BY: T.A.	DATE: 1/14
DESIGNED BY: J.K.	BENCH MARK:		

[illegible]

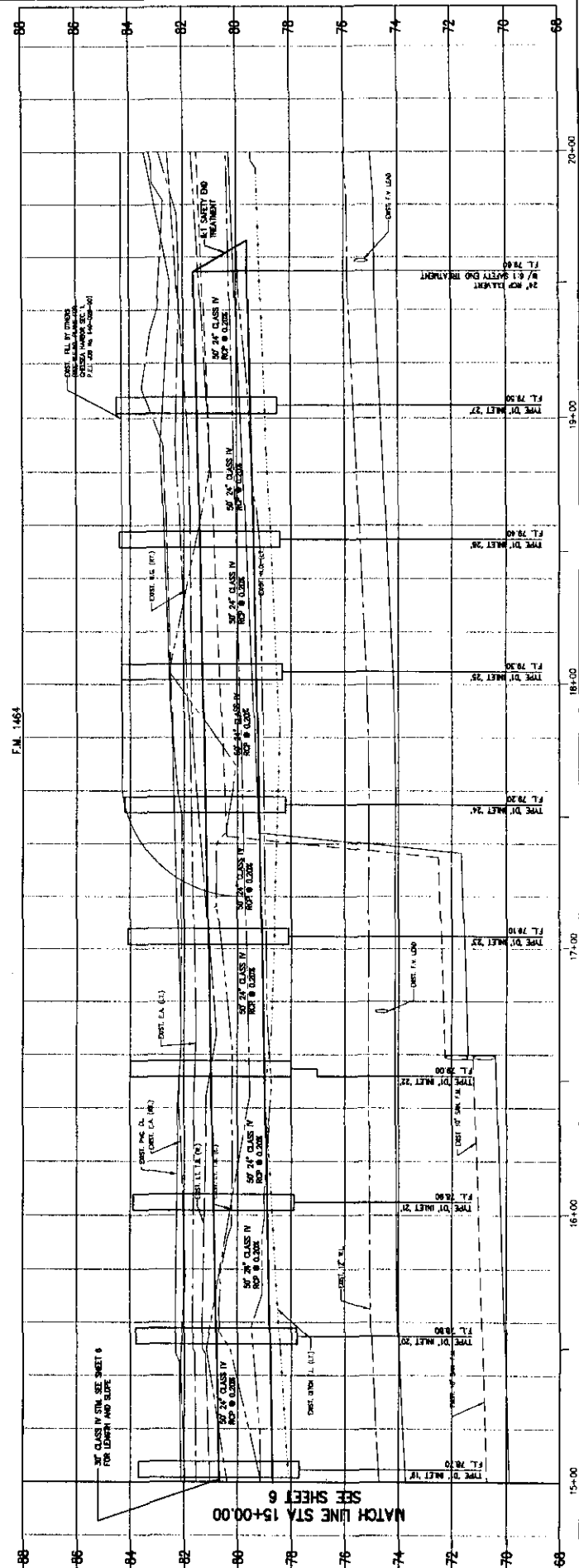
**ORCHARD LAKE ESTATES
LEFT TURN LANE**

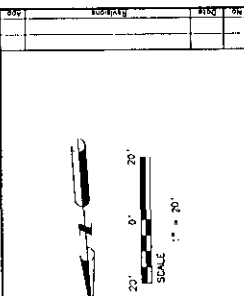
PLAN AND PROFILE
F.M. 1464

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

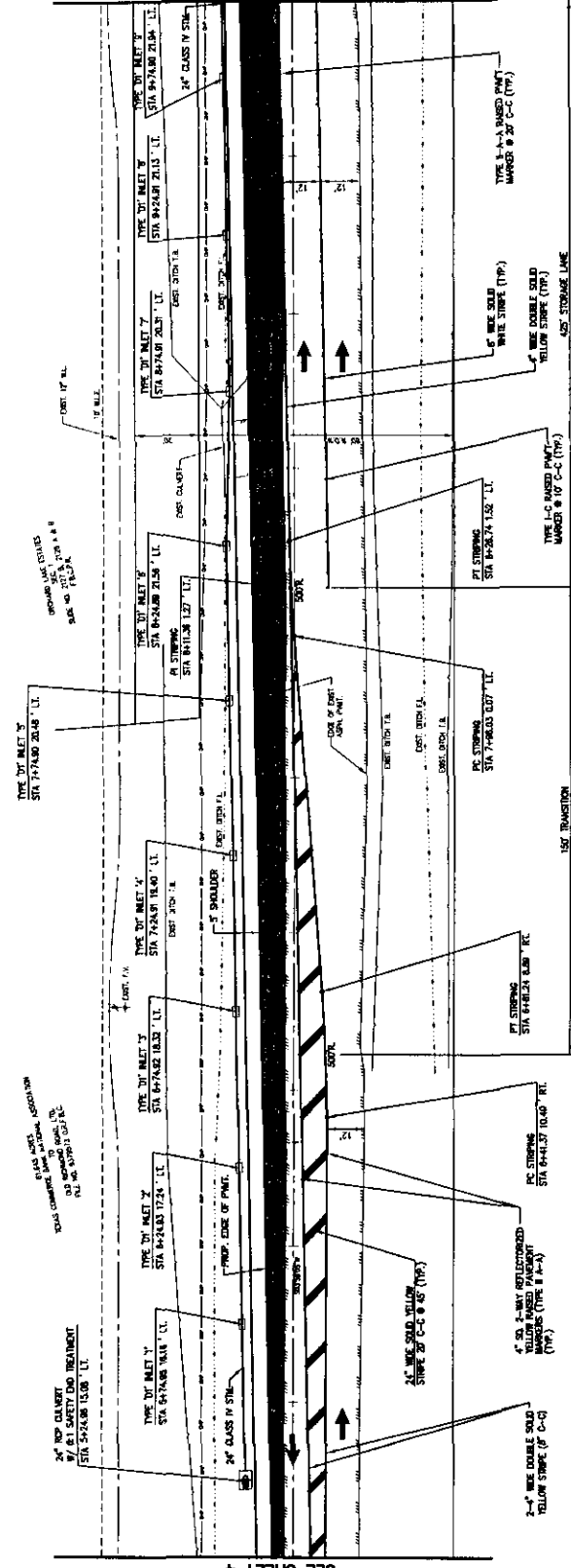
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DRAWING SCALE:	
VERT: 1" = 2'	
HORIZ: 1" = 20'	
SHEET	7 of 7 SHEETS

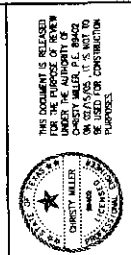




MATCH LINE STA 5+00.00
SEE SHEET 4



MATCH LINE STA 10+00.00
SEE SHEET 6



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CONSTRUCTION
PURPOSES.

PATE ENGINEERS
11111 N. Freeway, Suite 200, Houston, TX 77057-1484
Tel: 713-462-2078
Fax: 713-462-2079

Project: CUL. Date: FEBRUARY 2003
Drawn by: J.A. Scale: 1" = 20'
Checked by: J.A. Scale: 1" = 20'

BENCHMARK

PRIVATE UTILITY LINES SHOWN

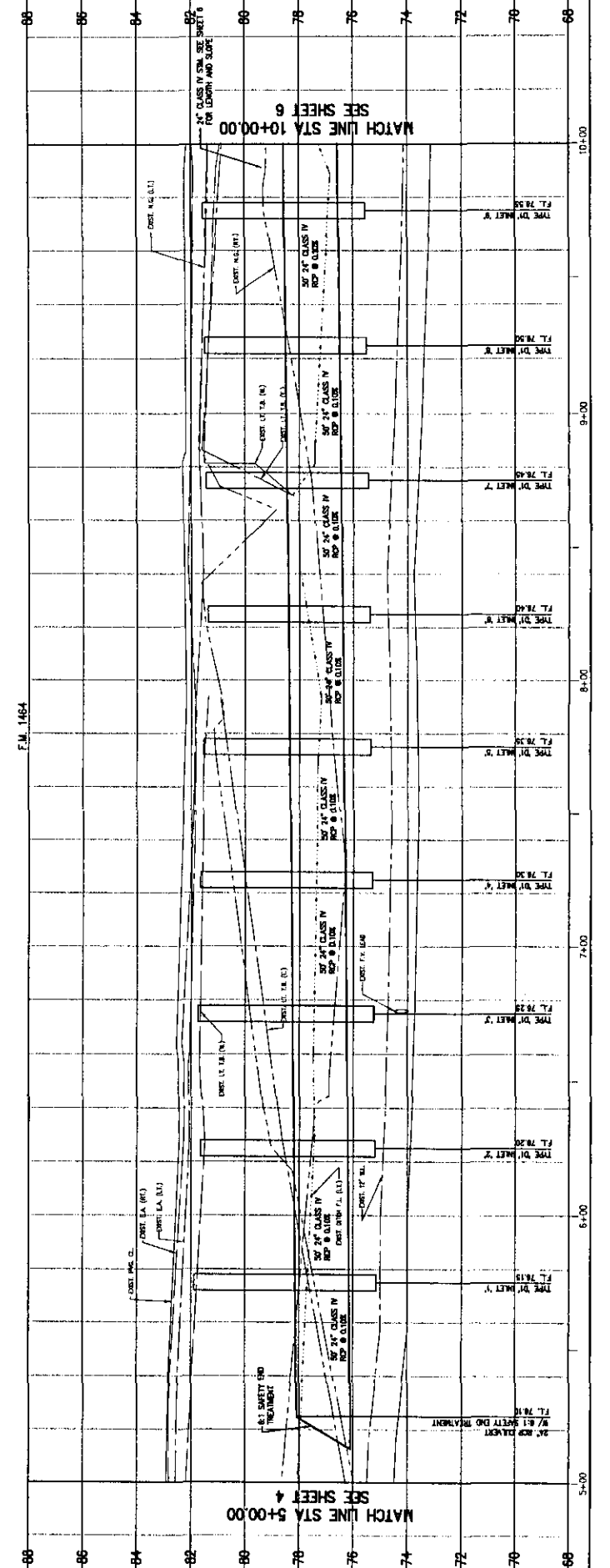
ORCHARD LAKE ESTATES
LEFT TURN LANE

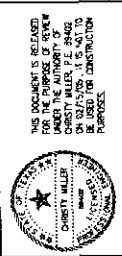
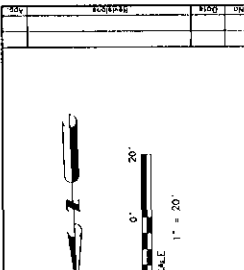
PLAN AND PROFILE
F.M. 1464

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

DATE: 02/03/03
BY: J.A.
CHECKED: J.A.
APPROVED: J.A.

FILE NUMBER: 1484
DRAWING SCALE: 1" = 20'
VERT. SCALE: 1" = 20'
SHEET: 5 of 7





PATE ENGINEERS
1333 N. Loop West, Suite 200 Houston, TX 77042-1778
PHONE: 713-462-1778
FAX: 713-462-1779
E-MAIL: info@pateengineers.com
WWW: www.pateengineers.com

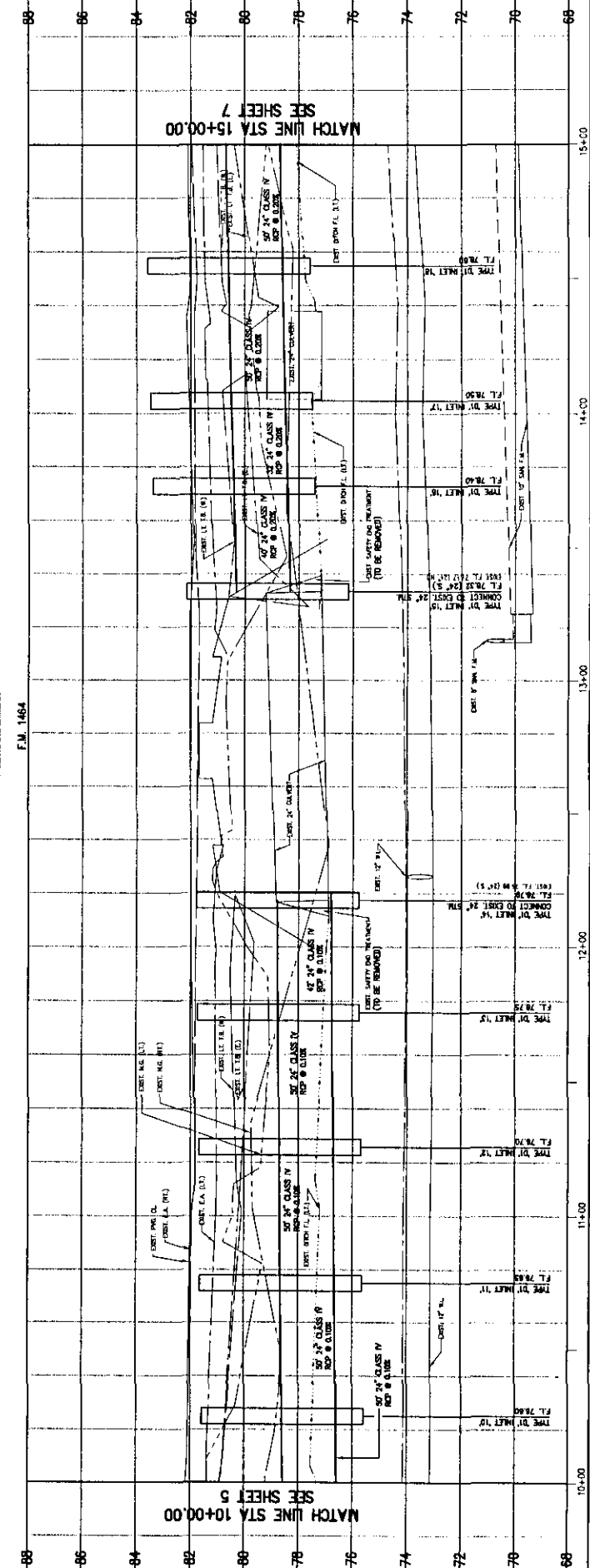
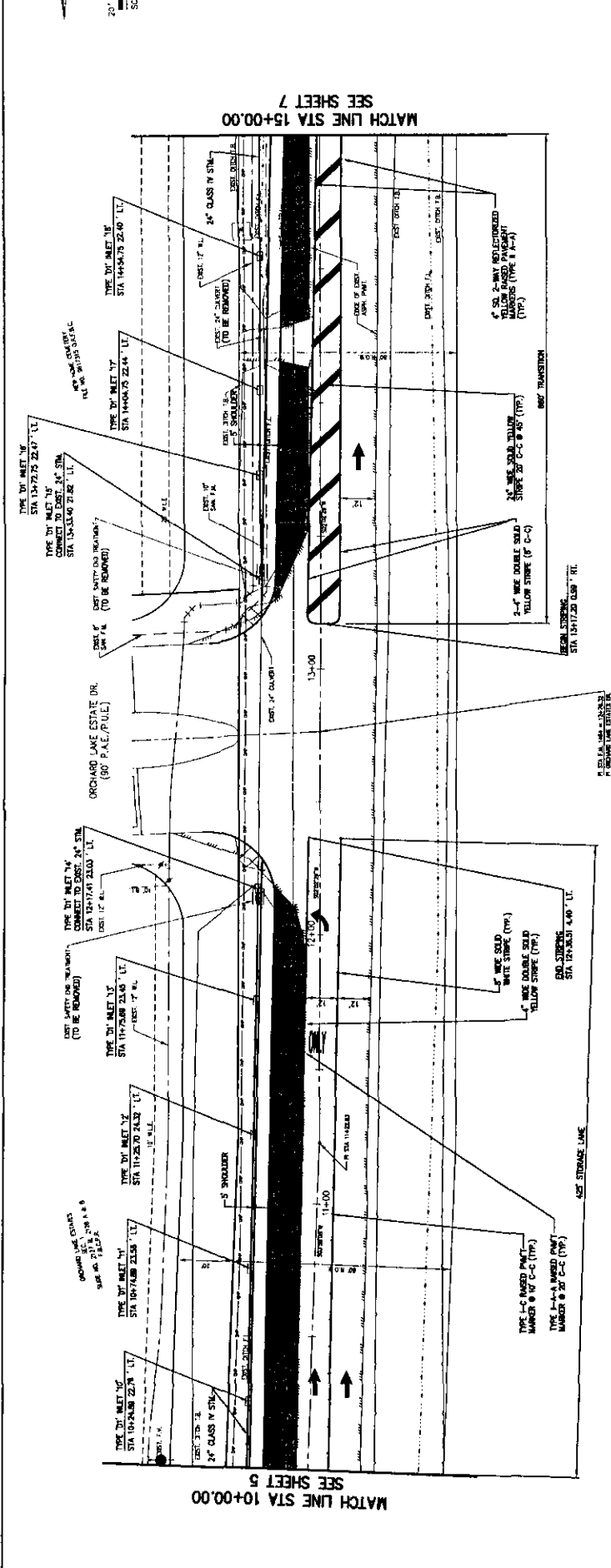
PRIVATE UTILITY LINES SHOWN
AS SHOWN ON RECORD DRAWINGS
AND FIELD SURVEY

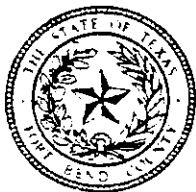
**ORCHARD LAKE ESTATES
LEFT TURN LANE**

**PLAN AND PROFILE
F.M. 1464**

**CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING**

PROJECT	FILE NUMBER
DATE	DRAWING SCALE
BY	VERT. 1" = 2'
CHECKED	HORIZ. 1" = 10'
APPROVED	SHEET
DATE	6 OF 7 SHEETS





FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

14F

D. Jesse Hegemier
County Engineer
February 18, 2005

Judge Robert E. Hebert
Fort Bend County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77406-0148

**Re: Orchard Lake Estates, Section 1
Left turn lane, and partial widening of FM 1464, at Orchard Lake Estates
Drive on behalf of Beazer Homes Texas, L.P. - Sponsorship**

Honorable Judge Hebert:

Fort Bend County Engineering Department has received and reviewed a request (letter attached) from Pate Engineers, Inc. for Fort Bend County to sponsor a project for a left turn lane and partial widening of FM 1464 at the entrance of Orchard Lake Estates development. The additional turn lane will improve traffic flow along FM 1464.

Any and all cost involved with the project will be borne by Beazer Homes Texas, L. P. There will be no cost to Fort Bend County.

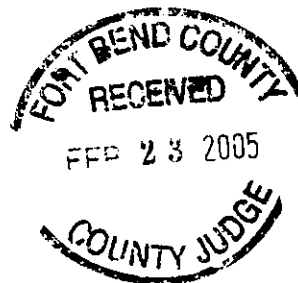
The Texas Department of Transportation request that an agency, such as Fort Bend County, act as a sponsor for the project. This means that the permit for the work will be issued in the name of Fort Bend County and the County accepts responsibility for the terms and conditions of the permit.

We recommend acceptance of the sponsorship and request that this item be placed on the next available Commissioner's Court agenda. We have prepared a letter to Texas Department of Transportation, for the County Judges' signature.

If there are any questions please do not hesitate to call.

Sincerely,

Steven L. Evans
Assistant to County Engineer



Attachment: Scope of Work

cc: Mr. Bud Childers, FBC Attorney
Commissioner W. A. "Andy" Meyers, Pct. 3
File

PATE ENGINEERS

January 24, 2005

Honorable Robert E. Herbert
County Judge, Fort Bend County, Texas
309 South 4th Street, Suite 719
Richmond, TX 77469

FEB 17 2005

Reference: Request for Sponsorship Letter to TxDOT for a Proposed Left Turn Lane
on FM 1464
Fort Bend County, Texas (KMP: 567J)
PATE No.: 738-007

Honorable Robert E. Herbert

We are working on the plans for a left turn lane in F.M. 1464, which is a TxDOT roadway in Fort Bend County. The work includes a partial widening of F.M. 1464 and the installation of a culvert. The left turn lane is to allow access to Orchard Lake Estates Drive. The improvement begin ± 292 feet south of the approximate centerline of Stratford Mills Drive and extends south an additional 1,615 feet, or ± 630 feet south of the centerline of Orchard Lake Estates Drive. We have included a sketch of the modifications for your reference.

TxDOT has requested Fort Bend County to sponsor our request for this construction. The construction will be funded entirely by the Developer, Beazer Homes of Texas, L.P. Final construction plans for this left turn lane will be submitted to Fort Bend County for review

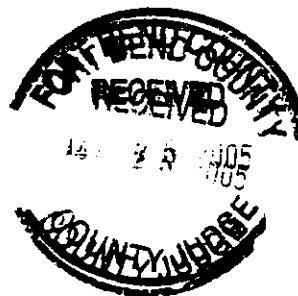
If you need additional information, please contact me at 713-462-3178.

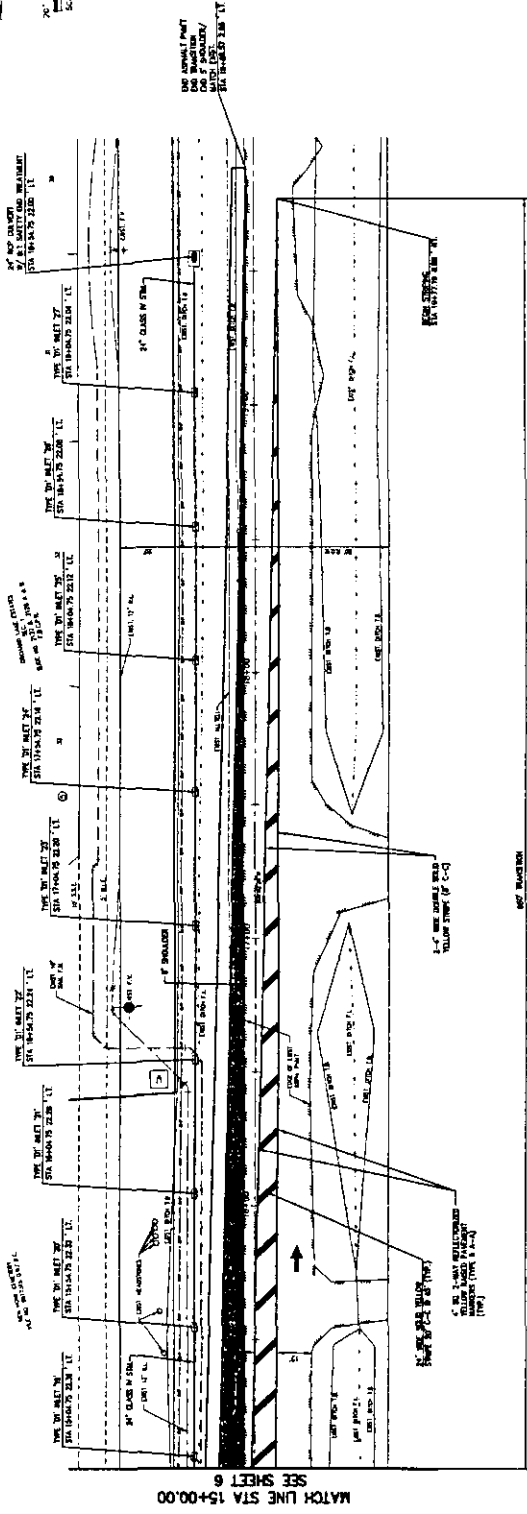
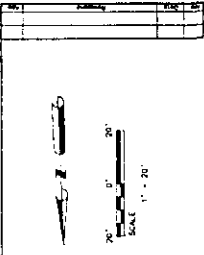
Sincerely,
PATE ENGINEERS, INC.

Christy Miller

Christy Miller, P.E.
Project Manager

Attachments

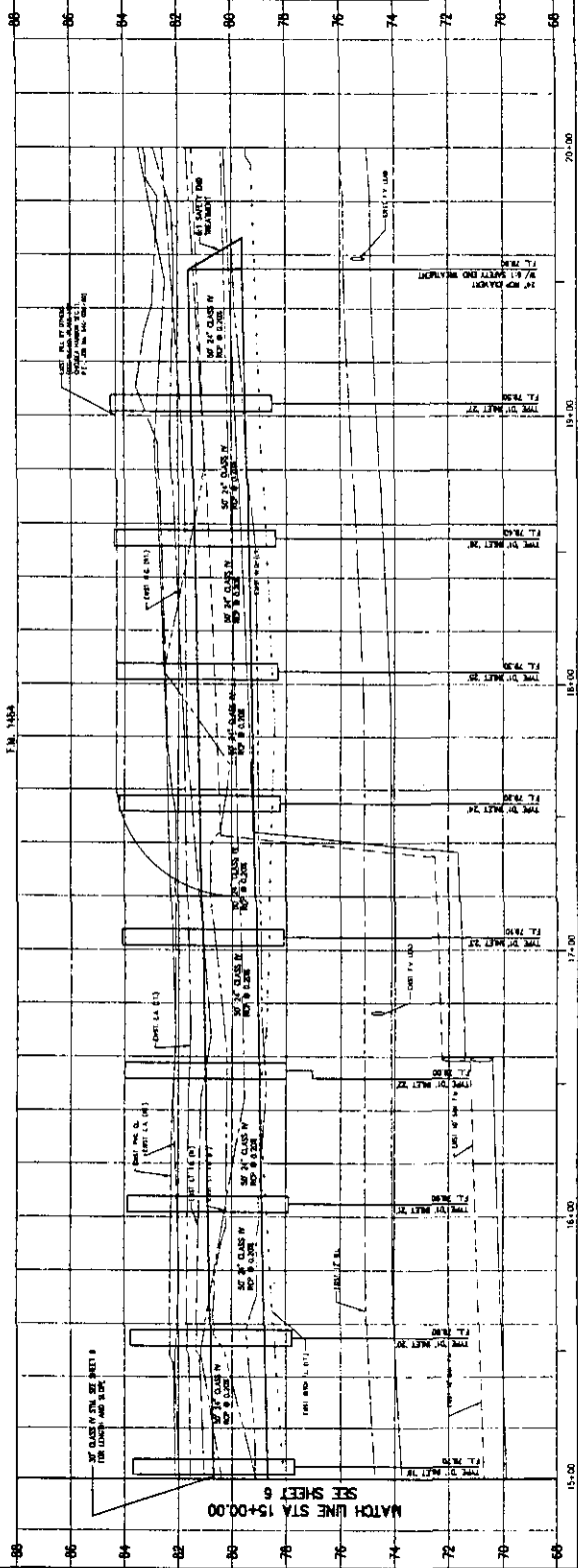


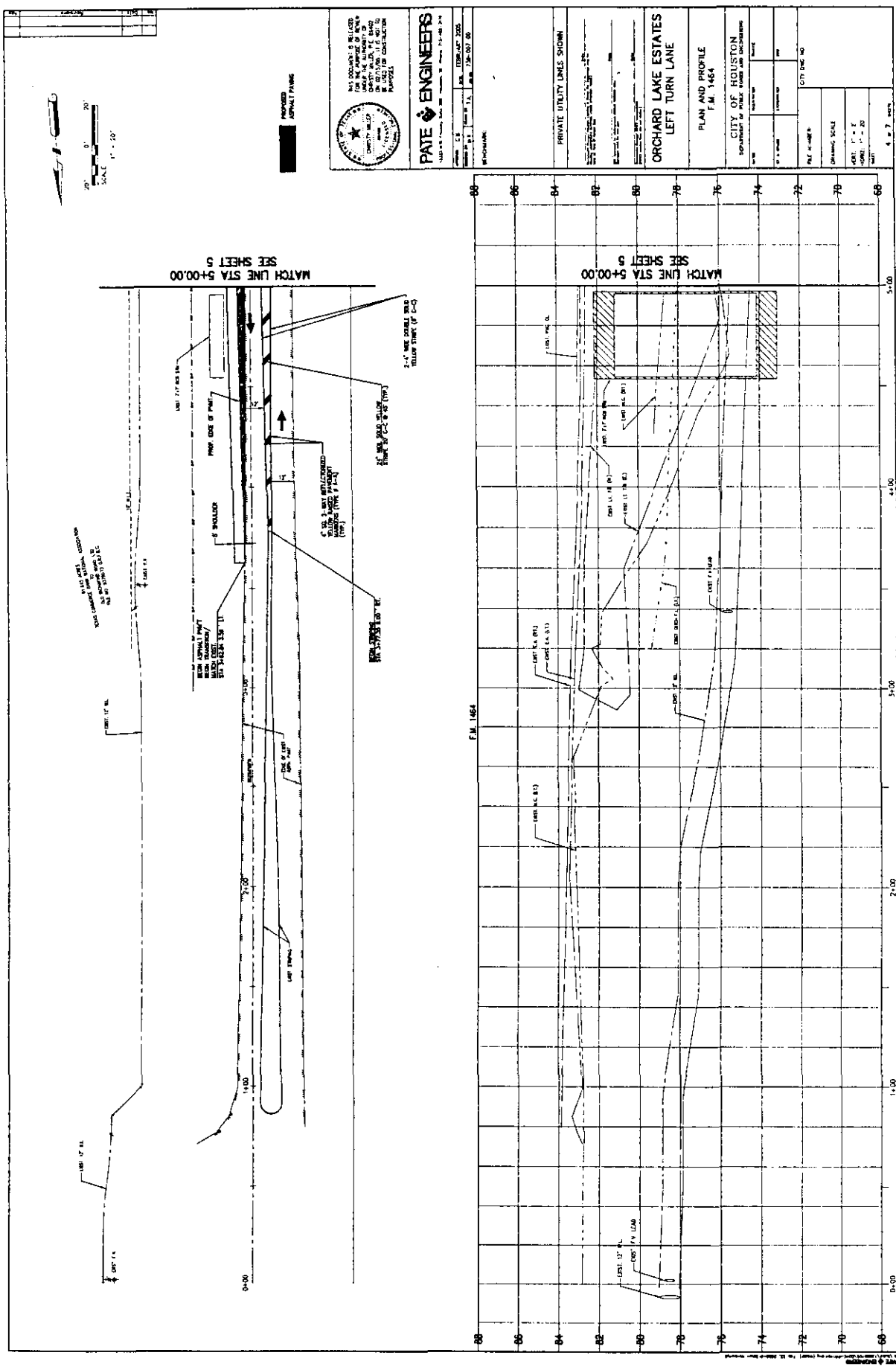


THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE RESULTS OF THE ANALYSIS OR THE DESIGN OF THE PROJECT. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE RESULTS OF THE ANALYSIS OR THE DESIGN OF THE PROJECT.

PATE ENGINEERS

1400 West Loop South, Suite 200, Houston, Texas 77027-3000
 Phone: (713) 861-1100
 Fax: (713) 861-1101
 E-mail: info@pateengineers.com
 Website: www.pateengineers.com

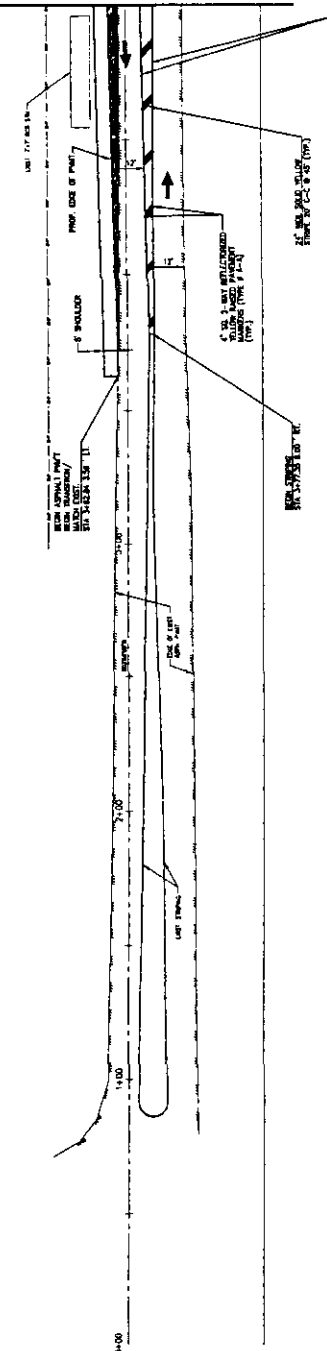




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1" = 20'

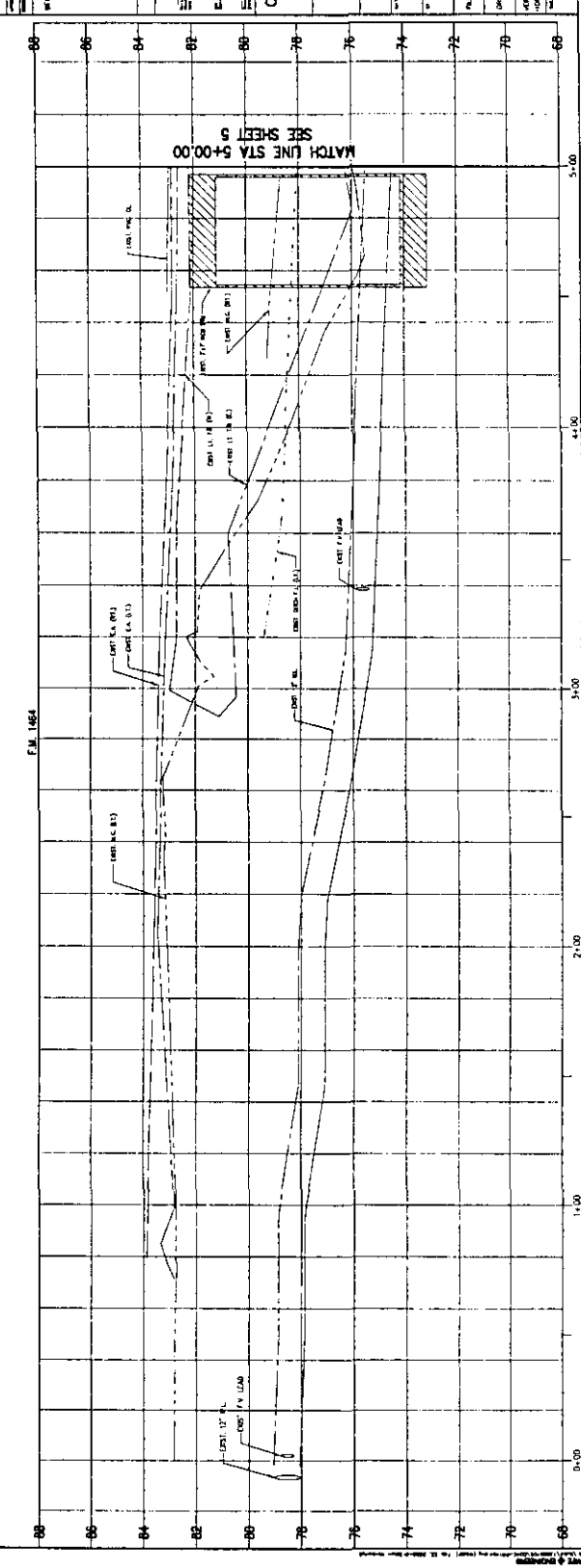
MATCH LINE STA 5+00.00
SEE SHEET 5

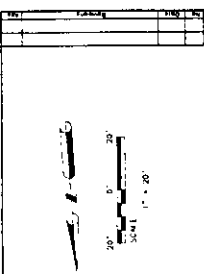


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FOR THE PURPOSE OF REVIEW
CITY OF HOUSTON
CITY ENGINEER
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CITY ENGINEER

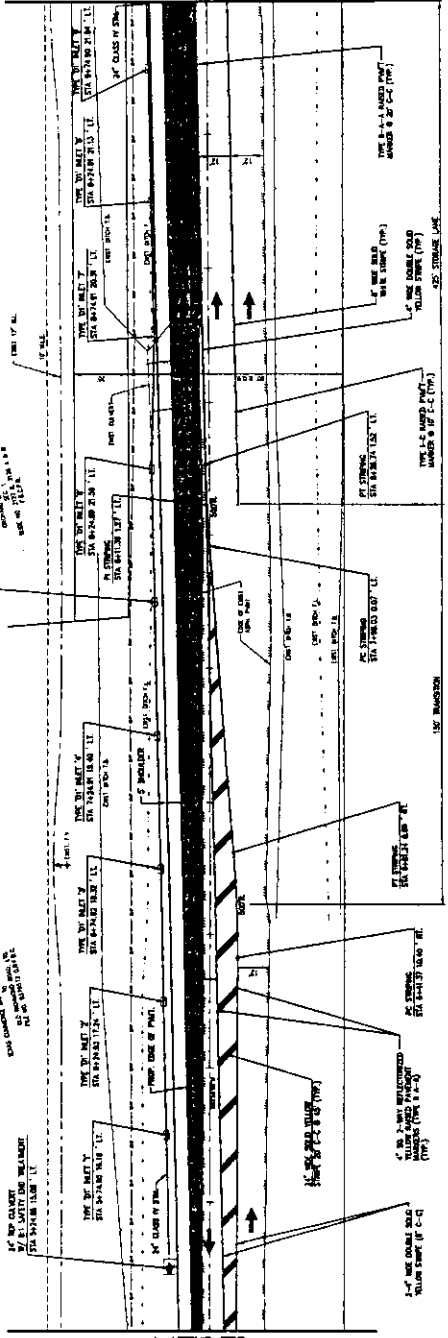
PATE ENGINEERS
1400 West Loop South, Suite 100
Houston, Texas 77027-3000
Phone: 713-861-1111
Fax: 713-861-1112
E-Mail: info@pateengineers.com
Website: www.pateengineers.com

PROJECT NO. 1464		DATE: 10/20/04	
SHEET NO. 1		TOTAL SHEETS: 2	
PROJECT NAME: ORCHARD LAKE ESTATES LEFT TURN LANE			
CLIENT: CITY OF HOUSTON			
DESIGNER: PATE ENGINEERS			
CHECKER: [Name]			
APPROVER: [Name]			
DATE: 10/20/04			
SCALE: 1" = 20'			
SHEET SIZE: 11" x 17"			
DRAWN BY: [Name]			
CITY OF HOUSTON			
CITY ENGINEER			
CITY OF HOUSTON			
CITY ENGINEER			





MATCH LINE STA 5+00.00
SEE SHEET 4



MATCH LINE STA 10+00.00
SEE SHEET 6

NO DOCUMENT IS VALID
UNLESS IT IS SIGNED BY THE
ENGINEER OR ARCHITECT
REGISTERED IN THE STATE OF TEXAS
IN THE CATEGORY OF THE PROJECT

PATE ENGINEERS

12345 Main Street, Suite 100
Houston, Texas 77001
Tel: (713) 123-4567
Fax: (713) 123-4568
Email: info@pateengineers.com

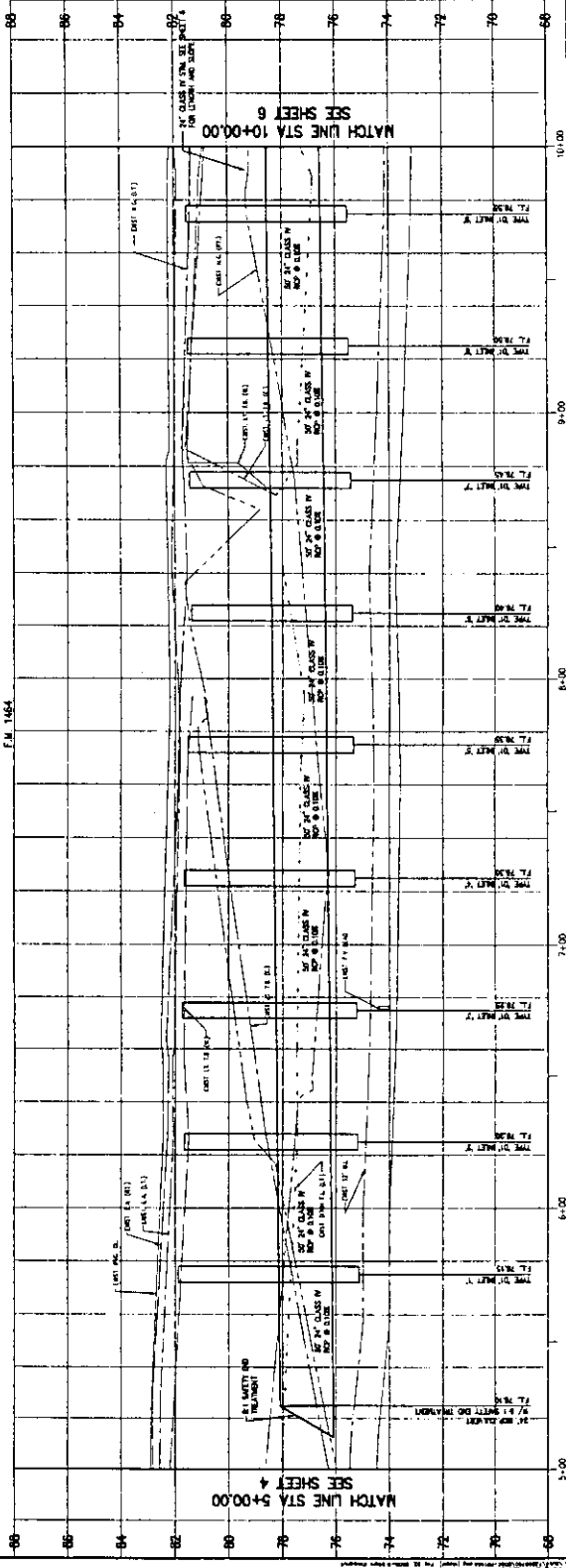
PRIVATE UTILITY LINES SHOWN

ORCHARD LAKE ESTATES
LEFT TURN LANE

PLAN AND PROFILE
F.M. 1464

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

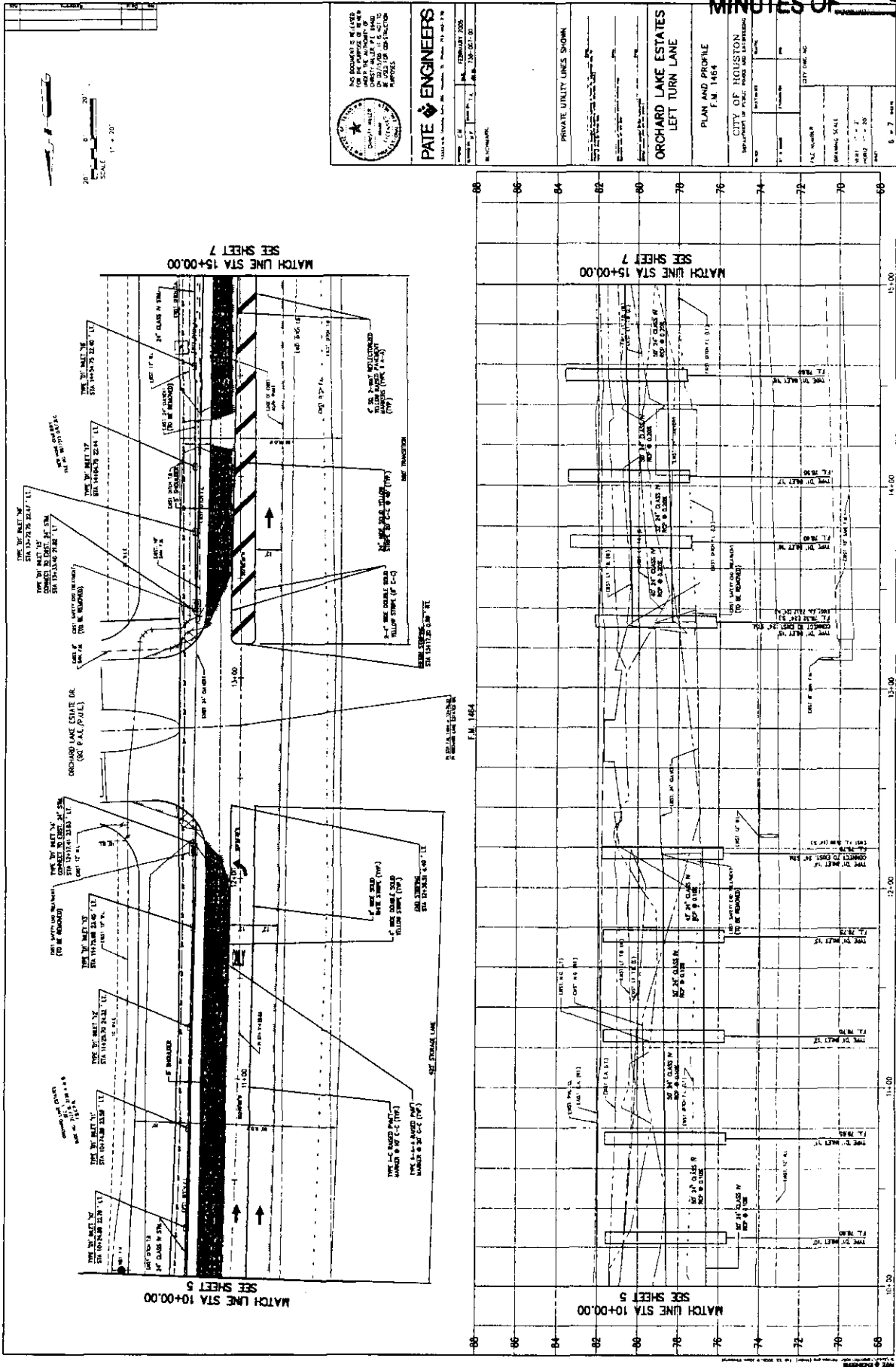
DATE: 10/10/2020
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



MATCH LINE STA 5+00.00
SEE SHEET 4

MATCH LINE STA 10+00.00
SEE SHEET 6

RECORDED ON 3-11-05
IN THE COMMISSIONER COURT
MINUTES OF 3-1-05



COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project

PERPETUAL BOND

_____ \$ _____

Name: _____

PERFORMANCE BOND

_____ \$ _____

Name: _____

CASHIER'S CHECK

4674440514 \$ 5,000.

Name: Mike Oda

RIDER TO BOND

_____ \$ _____

Name: _____

PERMIT NUMBER (name or location:

82910

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Mike Oda

Address: 1020 Agnes Rd

City/State/Zip: Richmond, Tx. 77469

AGREED:


FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 3-1-05 # 146

DATE OF RETURN: _____

BY: 

DEPUTY COUNTY CLERK

P 13728	Noel, Patrick Joseph	32,685.66	0.00	32,685.66	0.00	32,685.66	0.00	32,685.66
P 16220	Norwood, Dyan R.	2,000.21	0.00	2,000.21	0.00	2,000.21	0.00	2,000.21
P 50.1	NT&T Builders, Inc.	4,362.66	0.00	4,362.66	0.00	4,362.66	0.00	4,362.66
C 18280	Nwosuocha, Uchenna	9,377.75	0.00	9,377.75	0.00	9,377.75	0.00	9,377.75
P 09234	Orlando, Josue O. - BOND*	149.99	0.00	149.99	0.00	149.99	0.00	149.99
C 25351	Ochoa, Robert - BOND*	16,060.60	0.00	16,060.60	0.00	16,060.60	0.00	16,060.60
P 82910	Oda, Mike	5,040.50	0.00	5,040.50	0.00	5,040.50	0.00	5,040.50
C 25148	Onagbulem, Ijeoma - BOND*	3,020.42	(3,020.42)	0.00	0.00	0.00	0.00	0.00
P 18548	Oliver, William H. - BOND*	100.53	0.00	100.53	0.00	100.53	0.00	100.53
C 16888	Olivia, Victor	6,284.76	0.00	6,284.76	0.00	6,284.76	0.00	6,284.76
P 16481	Omware, Rhonda - BOND*	106.67	0.00	106.67	0.00	106.67	0.00	106.67
C 20813	Ortega, Jonathan	17,231.86	0.00	17,231.86	0.00	17,231.86	0.00	17,231.86
P 15086	Paquette, Richard - BOND*	105.02	0.00	105.02	0.00	105.02	0.00	105.02
P 16890	Paredes, Ramon - BOND*	104.38	0.00	104.38	0.00	104.38	0.00	104.38
P 17696	Parikh, Kunal - BOND*	101.64	0.00	101.64	0.00	101.64	0.00	101.64
P 17583	Parker, Wilma J. - BOND*	102.37	0.00	102.37	0.00	102.37	0.00	102.37
P 18485	Patterson, James D. - BOND*	100.93	0.00	100.93	0.00	100.93	0.00	100.93
C 17508	Pavlicek, Tonia	14,305.61	0.00	14,305.61	0.00	14,305.61	0.00	14,305.61
P 16239A	Peden, Nancy - BOND*	102.67	0.00	102.67	0.00	102.67	0.00	102.67
P 17189	Pedroza, Eudelia - BOND*	102.57	0.00	102.57	0.00	102.57	0.00	102.57
C 17565	Peifer, Katherine	1,370.95	0.00	1,370.95	0.00	1,370.95	0.00	1,370.95
P 17282	Peine, Edward M. - BOND*	101.55	0.00	101.55	0.00	101.55	0.00	101.55
C 20417	Pencak, Andrew (IV)	22,722.81	0.00	22,722.81	0.00	22,722.81	0.00	22,722.81
C 16725	Pennie, Gerald W.	11,014.47	0.00	11,014.47	0.00	11,014.47	0.00	11,014.47
P 11194	Penrod, Karen - BOND*	760.93	0.00	760.93	0.00	760.93	0.00	760.93
C 25192	Perez, Juan - BOND*	5,034.03	0.00	5,034.03	0.00	5,034.03	0.00	5,034.03
C 11896	Perre, Nick	3,082.62	0.00	3,082.62	0.00	3,082.62	0.00	3,082.62
P 18267	Atolabi, Mojisola A. - BOND*	134.18	0.00	134.18	0.00	134.18	0.00	134.18
P 18267	Peters, Muyiwa J.	67,192.02	(500.00)	67,192.02	0.00	67,192.02	0.00	67,192.02
P 15921	Phan, Tam An - BOND*	434.00	0.00	434.00	0.00	434.00	0.00	434.00
# 81551	Phillips Petroleum Company	2,924.44	0.00	2,924.44	0.00	2,924.44	0.00	2,924.44
P 16673	Pina, Rudolph G. - BOND*	105.94	0.00	105.94	0.00	105.94	0.00	105.94
P 16641	Pingatore, Jill - BOND*	104.57	0.00	104.57	0.00	104.57	0.00	104.57
C 18476	Piper, Sharon L.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
P 15766	Pizzo, Marjorie May - BOND*	101.03	0.00	101.03	0.00	101.03	0.00	101.03
C 19768	Pollard, Marjorie	15,336.24	0.00	15,336.24	0.00	15,336.24	0.00	15,336.24
C 23783	Pope, Stacey	710.86	0.00	710.86	0.00	710.86	0.00	710.86
P 17772	Porto, Joe - BOND*	101.55	0.00	101.55	0.00	101.55	0.00	101.55

★

[What is LOGIC?](#)[Links](#)[Questions](#)[Register](#)[Downloads](#)

Account Information

Local Government Investment Cooperative

Customer Account Transaction System

3/1/2005

ACH Withdrawal for Settlement Date: 3/2/2005

Please Print this Page for Your Records

You have made an ACH Withdrawal

for Trade Date: 3/1/2005

for \$5,040.50

Account:01 - GENERAL FUND

effective 3/2/2005

Confirmation Number: 703105142710[Transaction Menu](#)

LOGIC

1201 Elm Suite 3500

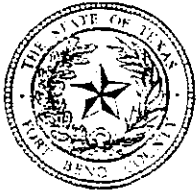
Dallas TX 75270

1-800-TX-LOGIC

(895-6442)

E-Mail: info@logic.org[HOME](#)[Rate Information](#) | [Enrollment Forms](#) | [Operating Policies](#) | [Account Information](#)[What is LOGIC?](#) | [Links](#) | [Questions](#) | [Register](#) | [Downloads](#)Created by [SWS Technologies](#)

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FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108
(281) 341-8685 • Fax (281) 341-8697 • Fax (281) 341-4520
Fax (281) 341-8681 • Fax (281) 341-8669

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR **WITHDRAWALS**

DATE: MARCH 1, 2005

TO: LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: (281) 341-4442

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

MESSAGE: THIS IS TO REQUEST THE ACH WITHDRAWAL(S) AS FOLLOWS:

PERMIT #	ACCOUNT NAME	AMOUNT
----------	--------------	--------

PERMIT #82910	MIKE ODA	\$5,040.50
---------------	----------	------------

IF YOU DO NOT RECEIVE THE COMPLETE MESSAGE, PLEASE CALL:

NAME: ALICIA YEOMANS PHONE NO.: (281) 341-8653

CONFIRMATION NUMBER 703105142710 DATE 03/02/2005

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

SEND CONFIRMATION REPORT for
COUNTY CLERK ACCOUNTING
281 341 4442
Mar-1-05 3:21PM

Total 0'24" Pages Sent: 1 Pages Printed: 0



Disbursement Worksheet

Permit #82910

Mike Oda

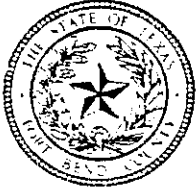
Current Ending Total in Logic	\$	5,040.50
Deposit	\$	5,000.00
Deposit		
Deposit		
TOTAL INTEREST ACCRUED	\$	40.50

Total Interest	\$	40.50
X 10%		10%
Administration fee to the County Clerk		\$4.05

Current Ending Total in Logic	\$	5,040.50
Less Administration Fee		\$4.05
TOTAL FUNDS TO :	\$	5,036.45

Total Interest	\$	40.50
Less Administration Fee		\$4.05
1099 Interest if applicable	\$	36.45

Administration fee to the County Clerk	\$4.05	CK# 2864
Funds to Customer: Mike Oda	\$	5,036.45 CK# 2865
Current Ending Total in Logic	\$5,040.50	



DIANNE WILSON, Ph.D.
COUNTY CLERK

FORT BEND COUNTY CLERK

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

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

March 4, 2005

NOTIFICATION OF RELEASE OF SECURITY

A release order has been issued by the Fort Bend County Commissioners Court for completion of work by Mike Oda, Permit #82910 for Agnes Road in Fort Bend County. Enclosed is a check in the amount of \$5,036.45 to be released to:

Mike Oda
1020 Agnes Road
Richmond, Texas 77469

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


Alicia Yeomans
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering Department

SOUTHERN NATIONAL BANK OF TEXAS
14060 SOUTHWEST FREEWAY
SUGAR LAND, TX 77478

FORT BEND COUNTY CLERK

REGISTRY FUND
COUNTY COURTHOUSE
RICHMOND, TX 77469

TRUST FUND

2865

MARCH 3 2005

PAY TO THE
ORDER OF **MIKE ODA**

\$ **5,036.45**

5,036.45

20 THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN BELOW ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL

**COMMISSIONERS COURT ORDERED TO RELEASE
FUNDS ON 03/01/05 ITEM #14G
PERMIT #82910 RE: AGNES**

DIANNE WILSON, Ph.D., COUNTY CLERK

DOLLARS
OFFICER

BY: **PATSY KUBECZKA**

COUNTY AUDITOR

⑈002865⑈ ⑆113015267⑆ 220 7036

THE REVERSE SIDE OF THIS DOCUMENT HAS A SECURITY SCREEN.

SOUTHERN NATIONAL BANK OF TEXAS
14060 SOUTHWEST FREEWAY
SUGAR LAND, TX 77478

FORT BEND COUNTY CLERK

REGISTRY FUND
COUNTY COURTHOUSE
RICHMOND, TX 77469

TRUST FUND

2864

MARCH 3 2005

PAY TO THE
ORDER OF **FORT BEND COUNTY CLERK**

\$ **4.05**

4.05

20 THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN BELOW ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL

**ADMINISTRATION FEE COMMISSIONERS COURT
ORDERED TO RELEASE FUNDS ON 03/01/05
#14G MIKE ODA PERMIT #82910
RE: AGNES**

DIANNE WILSON, Ph.D., COUNTY CLERK

DOLLARS
OFFICER

BY: **PATSY KUBECZKA**

COUNTY AUDITOR

⑈002864⑈ ⑆113015267⑆ 220 7036

THE REVERSE SIDE OF THIS DOCUMENT HAS A SECURITY SCREEN.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1 day of March, 20 05, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Allgood Construction Co., Inc.
Job Location Trammel-Fresno
Dated 2-17-05 Bond No. 61BSBDH2317, Permit No. 82 994
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner STAVROPOULOS, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471-1449
281/342-3039

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

By [Signature]
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court
and approved.

Recorded in Volume _____
Minutes of Commissioners Court.

Clerk of Commissioners Court
By [Signature]
Deputy

Revised 12/22/99

Engineering Department

1124 Blume Rd.
Phone: (281)342-3039

PERMIT NO. 082994

1 WPDATA.PROCED\PERMIT REVIEW FORM.wpd

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

AUTHORIZED

BOND NO 61BSBDH2317

Re: Cambridge Falls Detention

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

THAT WE, Allgood Construction Company, Inc. whose address is 2647 Joann Street, Stafford, TX 77477, Texas, hereinafter called the Principal, and Hartford Casualty Insurance Company, a Corporation existing under and by virtue of the laws of the State of Indiana and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at Hartford, Connecticut, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is TX and whose address is 17855 Dallas Pkwy., Dallas 75287, hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Five Thousand and No/100---Dollars (\$ 5,000.00--) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

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

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

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

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

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

EXECUTED this 14th **day of** February, **20** 05.

Allgood Construction Company, Inc.

PRINCIPAL

BY

Hartford Casualty Insurance Company

SURETY

BY Kimberly J. Smith, Attorney-in-fact

ccm: 3-1-05 #14H
Return to: Alicia

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

690 ASYLUM AVENUE

HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 61-614081

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Kimberly J. Smith, Richard D. Bright, Steve Berry, Nancy T. Berry, Morris D. Plagens, Jr.
of
Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 14, 2005.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President



Inquiries Regarding Claims

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford insurance Company of the Midwest
Hartford Insurance Company of the Southeast

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number : 888-266-3488
Fax - Claims : 860-757-5835 or 860-547-8265
E-mail : claims@1stepsurety.com

Mailing Address : The Hartford
The Hartford Fidelity & Bonding (BOND)
Hartford Plaza
690 Asylum Avenue
Hartford, CT 06115

**FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION
P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366**

APPLICANT INFORMATION

Application No. 82994
(County Use Only)

Applicant Name Allgood Construction Co., INC
Applicant Mailing Address 2647 Joann Street
City Stafford State Texas Zip 77477
Home Phone (281) 499-9621 Daytime Phone (281) 808-5882
Property Owner's Name Fresno Lakes LTD. Phone (713) 252-1933
Property Owner's Mailing Address 2929 Briarpark Drive, Suite 600
City Houston State TX Zip 77042

LOCATION OF PROPERTY

Subdivision Cambridge Falls Sec 1 Lot Blk
Physical Address 1800 Trammel - Fresno Road

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section ☐ Driveway - Open Ditch Section ☐
Culvert Only ☒

DRIVEWAY REQUIREMENTS

Length 20' minimum and 40' maximum Number of drives 1

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on web site www.co-fort-bend.tx.us

- By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the Fort Bend County Regulations of Subdivisions and I am aware of Section 2, Item F in the Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property. Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.
- The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.
- Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.
- Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.

Signature of Applicant, Agent or Attorney

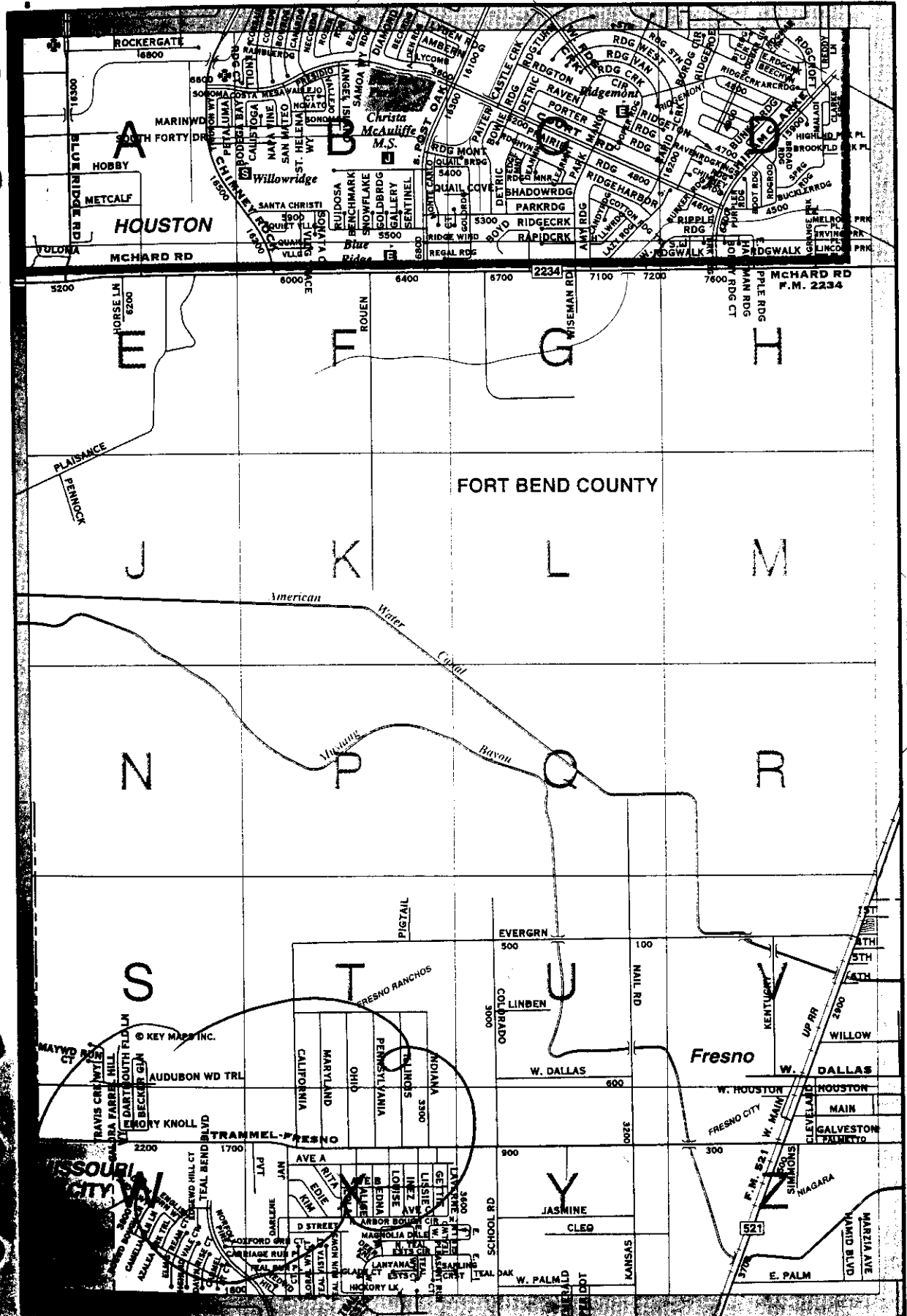
Roy Rodriguez
Printed Name

2/14/05
Date

AS PER ORIGINAL

611

SEE 571 MAP



SEE 612 MAP

SEE 651 MAP

© KEY MAPS INC. 2003

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1 day of March, 20 05, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Cross Contracting Services, LTD
Job Location Williwar Drive, Address Clodine
Dated 2-17-05 Bond No. 3332105, Permit No. 82995
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Standa, seconded by Commissioner Meyer, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471-1449
281/342-3039

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

By [Signature]
County Engineer
By N/A
Drainage District Engineer/Manager

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

Clerk of Commissioners Court
By [Signature]
Deputy

Engineering Department

1124 Blume Rd.
Phone: (281)342-3039

PERMIT NO. 082995

 (1) **Complete Application Form.**

 a. **Name of road, street, and/or drainage ditch affected.**

 b. **Vicinity map showing course of direction.**

 c. **Plans and specifications.**

_____ (2) Bond: _____ District Attorney, approval when applicable.
_____ Perpetual bond currently posted.
_____ No. _____
_____ Amount _____
_____ Performance bond submitted.
_____ No. 3332105
_____ Amount \$3,664.75
_____ Cashier's Check.
_____ No. _____
_____ Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct Engineer Acknowledgement


Date

Precinct Commissioner Acknowledgement

Date _____

_____ (4) Drainage District Approval when applicable.

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


Johnny Ortega CFM/ Permit Administrator

2/17/05
Date

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

BOND NO. 3332105

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, CROSS CONTRACTING SERVICES, LTD. whose address is 5120 FRANZ ROAD, SUITE 200 KATY, TEXAS 77493, Texas, hereinafter called the Principal, and SURETEC INSURANCE COMPANY, a Corporation existing under and by virtue of the laws of the State of TEXAS and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at , whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is TEXAS and whose address is 952 ECHO LANE, SUITE 450 HOUSTON, TEXAS 77024, hereinafter called the Surety, and held and firmly bound unto, James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Dollars (\$ 3,664.75) current, lawful money of the United States of America, to be paid to said James C. Adolphus, 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.

**** THREE THOUSAND SIX HUNDRED SIXTY FOUR DOLLARS AND 75/100 - - -**

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

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

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

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

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

EXECUTED this 15TH day FEBRUARY of, 2005.

CROSS CONTRACTING SERVICES, LTD.

PRINCIPAL

BY 

SURETEC INSURANCE COMPANY

SURETY

BY 
ROXANNE G. HEBERT
ATTORNEY-IN-FACT

CCM: 3-1-05 # 141
Return to: Alicia

POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

**Bruce C. Dehart, David R. Groppell, Rosalyn D. Hassell, Edward L. Moore, Lori Ellis,
Roxanne G. Hebert, Gary L. Timmons**

of Spring, Texas its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed Five Million Dollars (\$5,000,000) and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of June, A.D. 2002.

SURETEC INSURANCE COMPANY

Corporate Seal



By

[Signature]
**John Knox, Jr.,
President**

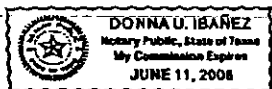
State of Texas

County of Harris

ss:

On this 11th day of June A.D. 2002 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notary Seal



[Signature]
Donna U. Ibanez, Notary Public
My commission expires June 11, 2006

I, Michael P. Whisenant, Vice President and Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Houston, Texas this 15TH day of FEBRUARY, 2005 A.D.

Corporate Seal



[Signature]
**Michael P. Whisenant,
Vice President, Assistant Secretary**

SureTec Insurance Company

Required Notices Rider

Complaint Notice

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:
1-866-732-0099

You may also write to the Surety at:

SureTec Insurance Company
5000 Plaza on the Lake, Suite 290
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, right or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Important Notice Regarding Terrorism Risk Insurance Act of 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: SureTec Insurance Company, U. S. Specialty Insurance Company, and any other company that is added to SureTec Insurance Company for which surety business is underwritten by SureTec Insurance Company ("Issuing Sureties").

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

CROSS CONTRACTING SERVICES, LTD.
BOND NO. 3332105
FEBRUARY 15, 2005

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. 82995 PCT. No. _____
 BOND No. 3332105

Formal notice is hereby given that Cross Contracting Services, LTD
 proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or
 along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored:	Jacked:	Driven:	Case
<u>Willowdale</u>	<u>350' EAST FROM TREATMENT PLANT</u>	<u>75'</u>	<u>X</u>			
<u>BRIDGES CLOTHES</u>	<u>101' SOUTH FROM WILLOWDALE</u>	<u>25'</u>	<u>X</u>			

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
<u>Willowdale</u>	<u>700' EAST FROM TREATMENT PLANT</u>	<u>BRIDGES CLOTHES</u> <u>INTERSECTION</u>	<u>700'</u>
<u>BRIDGES CLOTHES</u>	<u>3084' SOUTH FROM WILLOWDALE</u>	<u>WATER WELLS TREATMENT</u> <u>PLANT</u>	<u>3084'</u>

General Description

WATER WELL COLLECTION LINE FROM WATER WELL #2 TO WATER
TREATMENT PLANT #1

The Location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: Cross Contracting Services, LTD
 _____ AGENT and/or OWNER

 (Signature)

NAME & TITLE: Spencer Bennett

 (Please Print)

DATE: 2-15-2005

ADDRESS: 5120 Franz Road, Ste 200

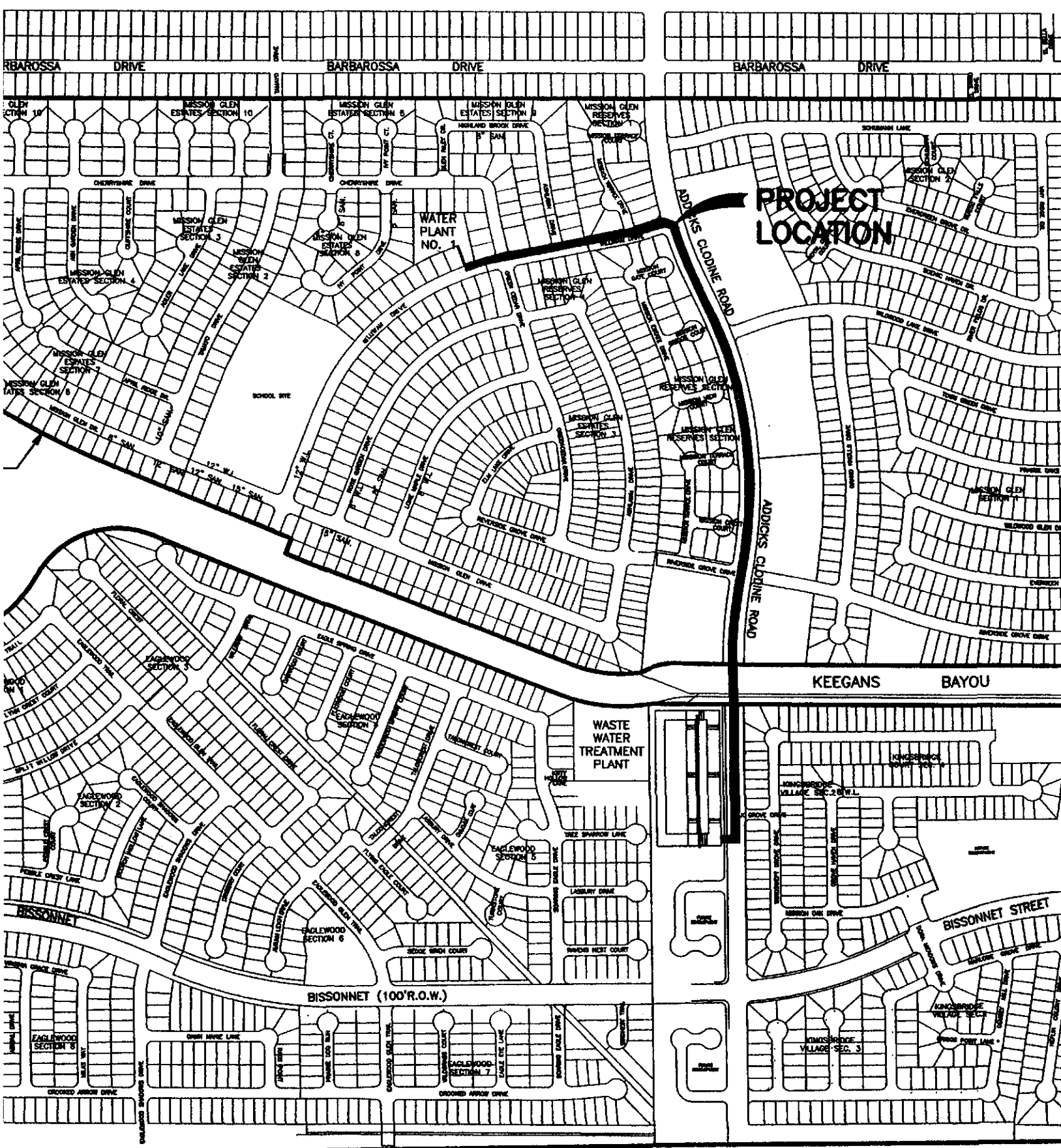
 (Street/P.O. Box)

Katy, Texas 77493

 City State Zip

TELEPHONE NO: 281-371-3050 office 281-961-0334

 (accessible 24 hrs/day, 7 days/week) cell



GIMS MAP NO. 4654D

Project No. 052204000.0400

Contract No. 2

TCB

TurnerCollie & Braden Inc.
Engineers • Planners • Project Managers

5757 WOODWAY, HOUSTON, TEXAS 77057

713-780-4100

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

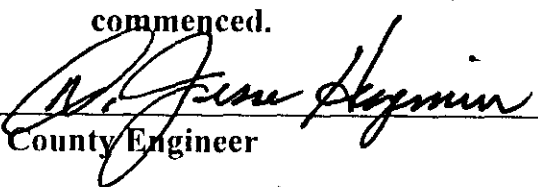

On this 1 day of March, 20 05, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Center Point Energy Entex
Job Location Katy - Gaston
Dated 2-18-05 Bond No. 22-022-417, Permit No. 82996
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner STAVINOKA, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

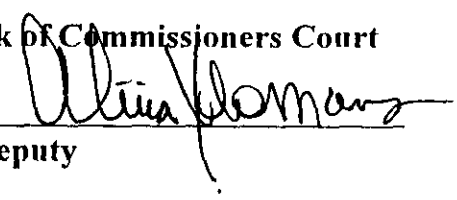
1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471-1449
281/342-3039

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

By 
County Engineer
By 
Drainage District Engineer/Manager

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

Clerk of Commissioners Court
By 
Deputy

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Rd.
Phone: (281)342-3039

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

PERMIT NO. 082996

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. 22-022-417
- Amount \$50,000.
- Performance bond submitted.
- No.
- Amount
- Cashier's Check.
- No.
- Amount
- (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.
- Precinct Engineer Acknowledgement Date
- Precinct Commissioner Acknowledgement Date
- (4)
- Drainage District Approval when applicable.

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

Johnny Ortega CPM/ Permit Administrator

2/18/05
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. 37683046
PERMIT NO. 82996 PCT. NO. 3
BOND NO. 22-022-417

Formal notice is hereby given that CENTERPOINT ENERGY ENTEX
proposes to lay, construct, maintain and / or repair cable, conduit, and / or pole
line, in, under, across, or along roads, streets, highways and drainage
ditches in Fort Bend County, as follows:

In, Under, or Across Roads, and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored: Jacked: Driven: Cased			
Katy-Gaston Rd	515' NorthWest of Cinco Ranch Blvd.	75'	bored			

Along Roads and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest intersection	To	Distance
Katy-Gaston Rd	515' NorthWest of Cinco Ranch Blvd.	Runs NorthWest and SouthEast on West side	50'

General Description

Install a new 4" stl intermediate pressure main crossing Katy-Gaston Rd inside the Gulf South pipeline
corridor and install a new 12" stl intermediate pressure main along Katy-Gaston Rd inside the ROW on
the West side of the road.

The location and description of the proposed installation and appurtenances is
more fully shown on the attached detail drawings. The laying, construction,
maintenance and / or repair of the proposed installation shall be subject to "A
Revised Order Regulating the Laying, Construction, Maintenance and / or Repair
of Cables, Conduits, and / or Pole Lines, In, Under, Across, or Along Roads,
Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the
Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed
by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of
August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court
of Fort Bend County, Texas. **Dwg. No. EDS-041321.**

Written notices are required: 1) 48 hours in advance of start of construction
and 2) when construction is complete and ready for final inspection.

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: CenterPoint Energy Entex
AGENT and / or OWNER

Joe Maas
(Signature)

NAME & TITLE: Joseph P. Maas
Supervising Engineer
(Please Print)

DATE: ~~August 22, 2003~~ 2-15-05

ADDRESS: 1301 Travis - Rm. 754
(Street / P.O. Box)

Houston Texas 77002
City State Zip
TELEPHONE NO: (713) 207-4601- Gloria Malone
(accessible 24 hrs/day, 7 days/week)

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1 day of March, 20 05, before the

Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Horak Brother's Gin

Job Location Gin

Dated 2-18-05 Bond No. LPM 752498000, Permit No. 82997

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

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471-1449
281/342-3039

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

By A. Jane Hegner
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court
and approved.

Recorded in Volume _____
Minutes of Commissioners Court.

Clerk of Commissioners Court
By William Thomas
Deputy

Revised 12/22/99

Engineering Department

1124 Blume Rd.
Phone: (281)342-3039

PERMIT NO. 082997

Date _____



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. LPM752498000

License and/or Permit Term Bond

KNOW ALL MEN BY THESE PRESENTS:

That we,

Needville Gin Company

as Principal, and Fidelity and Deposit Company of Maryland, incorporated under the laws of the State of Texas, with principal office in Baltimore MD

as Surety, are held and firmly bound unto Robert E. Hebert, County Judge of Fort Bend County, Texas

as Obligee, in the penal sum of Five Thousand Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for Performance Bond Covering All Cable, Conduit, And/Or Pole Line Activity In, Under, Across, Or Along Fort Bend; and the term of said license or permit begins the 16th day of February, 2005 and ends the 16th day of February, 2006.

WHEREAS, the Principal is required by law to file with Robert E. Hebert, County Judge of Fort Bend County, Texas

a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond maybe cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 16th day of February, 2005

Needville Gin Company

Principal

By Jay Gerstenhaber

Fidelity and Deposit Company of Maryland

By Jay Gerstenhaber

Jay Gerstenhaber, Attorney-in-Fact

LPM90006ZZ0801f

Ccm: 3-1-05 * MK
Return to: Alicia

**FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT**
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION
P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION

Application No. 82997
(County Use Only)

Applicant Name 'HORAK Brothers' @IN
Applicant Mailing Address 4207 Saddle DR
City Needville State TX Zip 77461
Home Phone 281-232-8739 Daytime Phone 832-868-7447
Property Owner's Name PAT HORAK Phone same
Property Owner's Mailing Address same
City _____ State _____ Zip _____

LOCATION OF PROPERTY

Subdivision _____ Sec _____ Lot _____ Blk _____
Physical Address 11538 GIN Rd, Beasley, TX 77417

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section ☐ Driveway - Open Ditch Section ☐
Culvert Only ☒

DRIVEWAY REQUIREMENTS

Length 20' minimum and 36' maximum Number of drives 1

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on web site www.co-fort-bend.tx.us

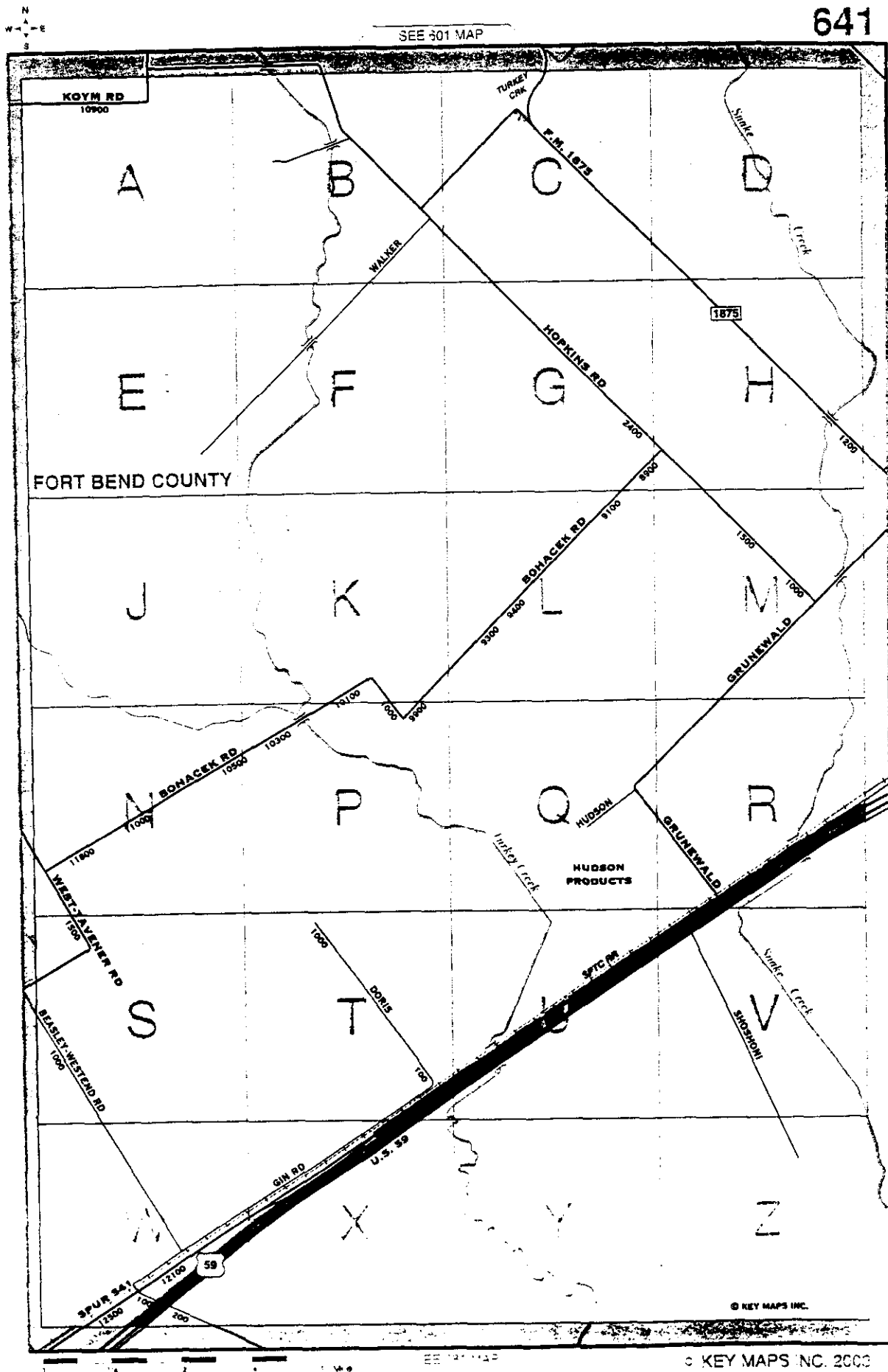
- By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the Fort Bend County Regulations of Subdivisions and I am aware of Section 2, Item F in the Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and is responsible to obtain all other required permits associated with the above mentioned property. Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee of \$150.00, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.
- The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.
- Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.
- Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.

Signature of Applicant, Agent or Attorney

Date

PAT HORAK
Printed Name

2-17-05



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1 day of March, 20 05, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of HPI Construction
 Job Location Cinco Ranch Boulevard
 Dated 3-1-05 Bond No. 69853173, Permit No. 83001
 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner STAVINHA, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
 Fort Bend County Engineering
 P.O. Box 1449
 Rosenberg, Texas 77471-1449
 281/342-3039

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

By [Signature]
 County Engineer

By N/A
 Drainage District Engineer/Manager

Presented to Commissioners Court
 and approved.

Recorded in Volume _____
 Minutes of Commissioners Court.

Clerk of Commissioners Court

By [Signature]
 Deputy

Revised 12/22/99

Engineering Department

1124 Blume Rd.
Phone: (281)342-3039

PERMIT NO. 083001

(1) Complete Application Form.

- a. Name of road, street, and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.

(2) Bond:

District Attorney, approval when applicable.

Perpetual bond currently posted.

No.

Amount

Performance bond submitted.

No. 69853173

Amount \$5,000.

Cashier's Check.

No.

Amount

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

Precinct Engineer Acknowledgement

Date _____

Precinct Commissioner Acknowledgement

Date _____

(4)

Drainage District Approval when applicable.

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

~~Johnny Ortega CFM/ 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 69853173

Effective Date: February 3, 2005

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

THAT WE, H P I Construction Co., Inc. whose address
is P.O. Box 722, Fulshear, TX 77441 57104-6703 Texas, hereinafter called the Principal,
and WESTERN SURETY COMPANY, a Corporation existing under and by virtue of the laws
of the State of SD and authorized to do an indemnifying business in the State of Texas, and
whose principal office is located at 101 S. Phillips, Sioux Falls, SD 57104-6703, whose officer residing
in the State of Texas, authorized to accept service in all suits and actions brought within said State
is Service and whose address is P.O. Box 300, Richmond, TX 77406-0300 hereinafter called the Surety,
and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or
his successors in office, in the full sum of Five Thousand and no/100 Dollars (\$5,000.00)
current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County
Judge of Fort Bend County, Texas, or his successors in office, in 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. 1988, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend
County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made
a part hereof for all purposes as though fully set out herein;

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

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

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

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

EXECUTED this 3rd day of February, 20 05.

H P I Construction Co., Inc.

PRINCIPAL,

BY

WESTERN SURETY COMPANY

SURETY

E. Whelden **E. Whelden, Asst. Sec.**

BY

ccm: 3-1-05 #141
Return to: Alicia

STATE OF SOUTH DAKOTA
County of Minnehaha

} ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 3rd day of February, 2005, before me, a Notary Public in

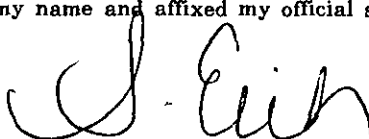
E. Whelden, Asst. Sec.

and for said County, personally appeared _____
personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY
COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on
behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the
execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above
written.

My commission expires

S. EICH
My Commission Expires 2-12-2009



Notary Public

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity, policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bonds; indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

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, any 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.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Senior Vice President with the corporate seal affixed this 3rd day of February, 2005.

ATTEST

L. Nelson

Assistant Secretary

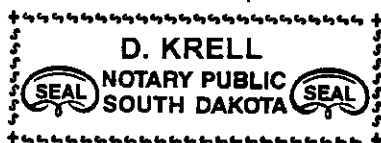
WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 3rd day of February, 2005, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be
the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2006

D. Krell

Notary Public



CNA SURETY

- **IMPORTANT NOTICE**

To obtain information or make a complaint:

- You may call CNA Surety's toll-free telephone number for information or to make a complaint at

1-800-331-6053

- You may also write to CNA Surety at

P.O. Box 655908
Dallas, TX 75265-5908

or

P.O. Box 5077
Sioux Falls, SD 57117-5077

- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

- You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

- **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- **ATTACH THIS NOTICE TO YOUR POLICY OR BOND:**

This notice is for information only and does not become a part or condition of the attached document.

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. 83001 PCT. No. 3
BOND No. 69853173

Formal notice is hereby given that _____
proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or
along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Case
CINCO RANCH		45'	✓			

Along Roads and/or Drainage Ditches

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

General Description

BORING UNDER CINCO RANCH BLVD
WITH 24" RCP PIPE

The Location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: HPI Construction
AGENT and/or OWNER
(Signature)
NAME & TITLE: J.G. Hajdick, President
(Please Print)

DATE: _____
ADDRESS: 4307 Bowser, PO Box 722
(Street/P.O. Box)
Fulshear TX 77441
City State Zip
TELEPHONE NO: 281 346-2033
(accessible 24 hrs/day, 7 days/week)

HPI CONSTRUCTION CO., INC.

4307 Bowser Rd. / P.O. Box 722

Fulshear, Texas 77441

Office: (281) 346-2033

Fax: (281) 346-2019

February 21, 2005

FORT BEND COUNTY ENGINEERING

TRAFFIC CONTROL PLAN

Kids "R" Kids – Cinco Ranch Blvd.
25950 Cinco Ranch Blvd.

HPI CONSTRUCTION upon construction of Road Bore at the above mentioned project will use barricades, barrels and flagging for Traffic Control.

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

DATE SUBMITTED: 2/21/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA

COURT AGENDA DATE: 3/1/05

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

14
U-7

SUMMARY OF ITEM: APPROVE FINAL INSPECTION OF THE FOLLOWING SUBDIVISIONS: (1) SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 13-A (2) SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 13-C (3) SIENNA STEEP BANK VILLAGE, SECTION 11B, PHASE II (4) SIENNA ACREAGE ESTATES, PHASE 3-A (5) SIENNA ACREAGE ESTATES, PHASE 3-B (6) SIENNA ACREAGE ESTATES, PHASE 3-C

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:



FEB 21 2005

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()



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

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Copies with back-up to:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

SS3161 \$ 107,590.00

PRINCIPAL: Harris Construction Co./Sienna Johnson North LP
SURETY: Fidelity & Guaranty Insurance Underwriters, Inc.

BOND RIDER

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):

SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 13-A

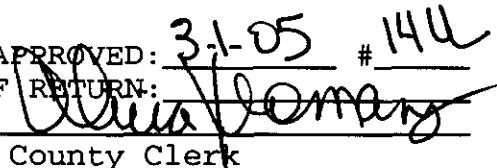
RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:


PORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-1-05 # 144
DATE OF RETURN: _____
BY: 
Deputy County Clerk



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer
February 16, 2005

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

RE: Sienna Village of Shipman's Landing, Section 13-A

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Antelope Alley	175.64 LF
Reindeer Run	386.47 LF
Reindeer Crescent	300.37 LF
Five Oaks Crossing	567.72 LF
Bobcat Bend	<u>104.48 LF</u>
TOTAL:	1,534.68 LF

The current bond is # SS3161 in the amount of \$ 107,590.00. Release bond to:

Mr. Glen Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

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

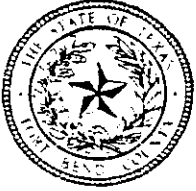
Sincerely,


Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Michael Rusk, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna Johnson Development
Mr. Glen Harris, Harris Construction
Mr. Roby Tate, FBC Road & Bridge
Mr. Scott Weighat, FBC Road & Bridge
Mr. Ricky Cox, City of Missouri City
File

P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



DIANNE WILSON, Ph.D.
COUNTY CLERK

FORT BEND COUNTY CLERK

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

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

March 7, 2005

NOTIFICATION OF RELEASE OF BOND

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

BOND#	SS3161	\$107,590.00
SUBDIVISION	Sienna Village of Shipman's Landing, Section 13A	
PRINCIPAL	Harris Construction Company, Ltd. on behalf of Sienna/Johnson Development, L. P.	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc.	
RELEASE TO	Mr. Glenn S. Harris Harris Construction Company 6602 Guhn Road Houston, Texas 77040	

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


Alicia Yeomans
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

SW9845 \$ 158,860.00

PRINCIPAL: Harris Construction Co./Sienna Johnson North LP
SURETY: Fidelity & Guaranty Insurance Underwriters, Inc.

BOND RIDER

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):

SIENNA VILLAGE OF SHIPMAN'S LANDING, SECTION 13-C

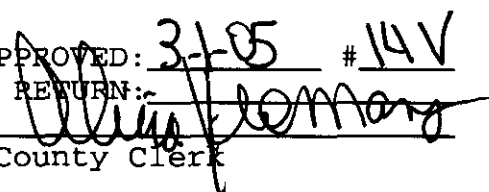
RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:


PORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-1-05 # 14V
DATE OF RETURN: _____
BY: 
Deputy County Clerk



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer
February 16, 2005

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

RE: Sienna Village of Shipman's Landing, Section 13-C

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Reindeer Run	175.67 LF
Caribou Cove	1,371.94 LF
Caribou Cove Court	103.14 LF
Swift Fox Corner	176.35 LF
Bison Bluff	<u>370.74 LF</u>
TOTAL:	2,197.84 LF

The current bond is # SW9845 in the amount of \$ 158,860.00. Release bond to:

Mr. Glen Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

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

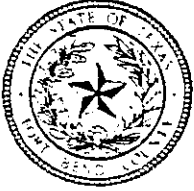
Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Michael Rusk, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna Johnson Development
Mr. Glen Harris, Harris Construction Co.
Mr. Roby Tate, FBC Road & Bridge
Mr. Scott Weighat, FBC Road & Bridge
Mr. Ricky Cox, City of Missouri City
File

P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



DIANNE WILSON, Ph.D.
COUNTY CLERK

FORT BEND COUNTY CLERK

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

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

March 7, 2005

NOTIFICATION OF RELEASE OF BOND

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

BOND#	SW9845	\$158,860.00
SUBDIVISION	Sienna Village of Shipman's Landing, Section 13C	
PRINCIPAL	Harris Construction Company, Ltd. and Sienna/Johnson Development, L. P.	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc.	
RELEASE TO	Mr. Glenn S. Harris Harris Construction Company 6602 Guhn Road Houston, Texas 77040	

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

A handwritten signature in black ink, appearing to read "Alicia Yeomans", is written over the printed name.

Alicia Yeomans
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

SW9967 \$ 137,834.90

PRINCIPAL: Harris Construction Co./Sienna Johnson North LP
SURETY: Fidelity & Guaranty Insurance Underwriters, Inc.

BOND RIDER

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):

SIENNA STEEP BANK VILLAGE, SECTION 11-B, PHASE 2

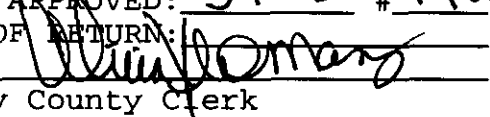
RELEASE DOCUMENT(S) TO THE FOLLOWING:

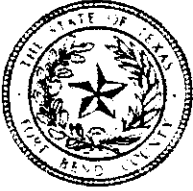
Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:


PORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-1-05 # 14W
DATE OF RETURN: _____
BY: 
Deputy County Clerk



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer
February 16, 2005

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

RE: Sienna Steep Bank Village, Section 11B, Phase 2

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Cobblecreek Way	424.69 LF
Southern Bend	598.87 LF
Federal Lane	529.22 LF
Steep Bank Trace	<u>416.29 LF</u>
TOTAL:	1,969.07 LF

The current bond is # SW9967 in the amount of \$ 137,834.90. Release bond to:

Mr. Glen Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Michael Rusk, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna Johnson Development
Mr. Glen Harris, Harris Construction Co.
Mr. Roby Tate, FBC Road & Bridge
Mr. Ricky Cox, City of Missouri City
Mr. Scott Weighat, FBC Road & Bridge

File
P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



DIANNE WILSON, Ph.D.
COUNTY CLERK

FORT BEND COUNTY CLERK

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

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

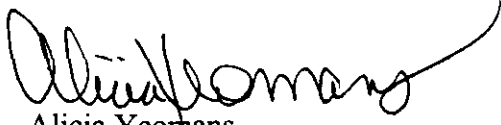
March 7, 2005

NOTIFICATION OF RELEASE OF BOND

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

BOND#	SW9967	\$137,834.90
SUBDIVISION	Sienna Steep Bank Village, Section 11B, Phase 2	
PRINCIPAL	Harris Construction Company, Ltd. and Brushy Lake, LP	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc.	
RELEASE TO	Mr. Glenn S. Harris Harris Construction Company 6602 Guhn Road Houston, Texas 77040	

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


Alicia Yeomans
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

SW9977 \$ 101,920.00

PRINCIPAL: Harris Construction Co./Sienna Johnson North LP
SURETY: Fidelity & Guaranty Insurance Underwriters, Inc.

BOND RIDER

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):

SIENNA ACREAGE ESTATES PHASE 3A

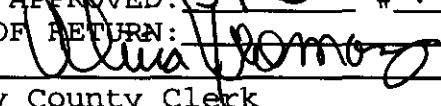
RELEASE DOCUMENT(S) TO THE FOLLOWING:

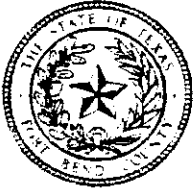
Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:


PORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-1-05 # 14X
DATE OF RETURN: _____
BY: 
Deputy County Clerk



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer
February 16, 2005

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

RE: Sienna Acreage Estates, Phase 3-A

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Bees Creek Road	1,251.87 LF
Bees Creek Knoll	<u>203.75 LF</u>
TOTAL:	1,455.62 LF

The current bond is # SW9977 in the amount of \$ 101,920.00 . Release bond to:

Mr. Glen Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

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

Sincerely,

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

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Michael Rusk, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna Johnson Development
Mr. Glen Harris, Harris Construction Co.
Mr. Roby Tate, FBC Road & Bridge
Mr. Scott Weighat, FBC Road & Bridge
Mr. Ricky Cox, City of Missouri City
File



DIANNE WILSON, Ph.D.
COUNTY CLERK

FORT BEND COUNTY CLERK

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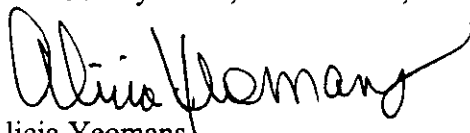
March 7, 2005

NOTIFICATION OF RELEASE OF BOND

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

BOND#	SW9977	\$101,920.00
SUBDIVISION	Sienna Acreage Estates Phase 3A	
PRINCIPAL	Harris Construction Company, Ltd. and Sienna/Johnson North, LP	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc.	
RELEASE TO	Mr. Glenn S. Harris Harris Construction Company 6602 Guhn Road Houston, Texas 77040	

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


Alicia Yeomans
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

SW9978 \$ 35,840.00

PRINCIPAL: Harris Construction Co./Sienna Johnson North LP
SURETY: Fidelity & Guaranty Insurance Underwriters, Inc.

BOND RIDER

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):

SIENNA ACREAGE ESTATES PHASE 3B

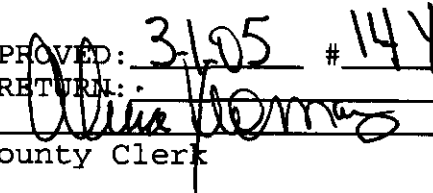
RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:


FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3/05 # 147
DATE OF RETURN: _____
BY: 
Deputy County Clerk



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 16, 2005

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

RE: Sienna Acreage Estates, Phase 3-B

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Happy Hollow	<u>512.26 LF</u>
TOTAL:	512.26 LF

The current bond is # SW9978 in the amount of \$ 35,840.00. Release bond to:

Mr. Glen Harris
Harris Construction, Co.
6602 Guhn Road
Houston, Texas 77040

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

Sincerely,

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

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Michael Rusk, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna Johnson Development
Mr. Glen Harris, Harris Construction, Co.
Mr. Roby Tate, FBC Road & Bridge
Mr. Scott Weighat, FBC Road & Bridge
Mr. Ricky Cox, City of Missouri City
File

P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



DIANNE WILSON, Ph.D.
COUNTY CLERK

FORT BEND COUNTY CLERK

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Recording Fax (281) 341-8669

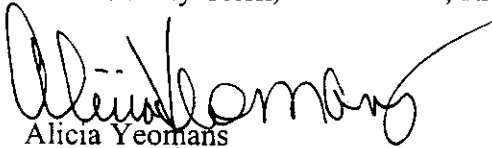
March 7, 2005

NOTIFICATION OF RELEASE OF BOND

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

BOND#	SW9978	\$35,840.00
SUBDIVISION	Sienna Acreage Estates Phase 3B	
PRINCIPAL	Harris Construction Company, Ltd. and Sienna/Johnson North, LP	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc.	
RELEASE TO	Mr. Glenn S. Harris Harris Construction Company 6602 Guhn Road Houston, Texas 77040	

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


Alicia Yeomans
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

SW9979 \$ 41,160.00

PRINCIPAL: Harris Construction Co./Sienna Johnson North LP
SURETY: Fidelity & Guaranty Insurance Underwriters, Inc.

BOND RIDER

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

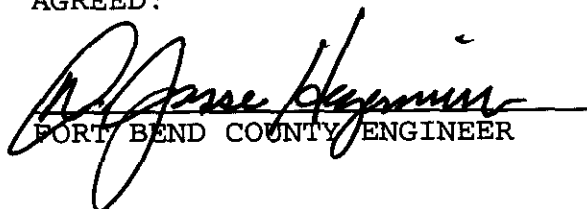
_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):
SIENNA ACREAGE ESTATES PHASE 3C

RELEASE DOCUMENT(S) TO THE FOLLOWING:
Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Rd.
Houston, Texas 77040

AGREED:


PORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 3-1-05 # 142
DATE OF RETURN: _____
BY: [Signature]
Deputy County Clerk



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer
February 16, 2005

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

RE: Sienna Acreage Estates, Phase 3-C

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Parsonage Cove	<u>588.37 LF</u>
TOTAL:	588.37 LF

The current bond is # SW9979 in the amount of \$ 41,160.00. Release bond to:

Mr. Glen Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

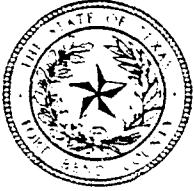
If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Michael Rusk, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna Johnson Development
Mr. Glen Harris, Harris Construction
Mr. Roby Tate, FBC Road & Bridge
Mr. Scott Weighat, FBC Road & Bridge
Mr. Ricky Cox, City of Missouri City
File



DIANNE WILSON, Ph.D.
COUNTY CLERK

FORT BEND COUNTY CLERK

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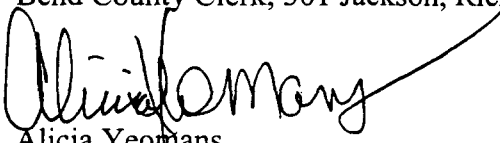
April 5, 2005

NOTIFICATION OF RELEASE OF BOND

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

BOND#	SW9979	\$41,160.00
SUBDIVISION	Sienna Acreage Estates Phase 3C	
PRINCIPAL	Harris Construction Company, Ltd. and Sienna/Johnson North, LP	
SURETY	Fidelity and Guaranty Insurance Underwriters, Inc.	
RELEASE TO	Mr. Glenn S.Harris Harris Construction Company 6602 Guhn Road Houston, Texas 77040	

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


Alicia Yeomans
County Clerk's Office

cc: Mary Jane Sowa, Fort Bend County Engineering

AGENDA ITEM

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

DATE SUBMITTED: 2/24/05

SUBMITTED BY: Sue Brock, 1st Assistant

AGENDA

DEPARTMENT: Treasurer

ITEM

COURT AGENDA DATE: 03/01/05

PHONE NO.: ext 3765

#15

SUMMARY OF ITEM:

Authorize payment of invoices for work performed by consultants and/or contractors listed on Board Report for Flood Control Water Supply Corporation Monthly Bills, Approved on 2/23/05 at the Regular Board Meeting. Total amount approved by the Board is \$161,551.53.

(Fund 265-006-4010)

Big Creek \$155,366.03

(Fund 264-006-4010)

Oyster Creek \$ 6,185.50

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: Yes (FBC Flood Control Bills approved 2/23/05)

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes () No () N/A (X)	One Time ()	Total for Fund 264: \$ 6,185.50
Funding Source:	Recurring ()	Total for Fund 265: <u>\$155,366.03</u>
fund <u>264</u> agcy <u>006</u> Object <u>4010</u>	N/A (X)	GRAND TOTAL: \$161,551.53
(<u>265</u> <u>006</u> <u>4010</u>)		

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

**FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
SUMMARY OF INVOICES FOR BOARD APPROVAL**

FEBRUARY 23, 2005

		<u>GRAND TOTALS</u>	<u>BIG CREEK</u>	<u>OYSTER CREEK</u>
<u>ADMINISTRATIVE COSTS</u>				
A J COLBERT		0.00		
JIM CONDREY		0.00		
PAUL COUNCIL	23-Feb-04	100.00	100.00	
DON RUSSELL	23-Feb-04	100.00	100.00	
MIKE STONE	23-Feb-04	100.00	100.00	
ALLEN BOONE HUMPHRIES ROBINSON, LLP	02-Feb-04	4,657.35	4,657.35	
ANCO-WESSENDORFF INS SERV	2985	6,171.00	3,085.50	3,085.50
PAMELA M. LOGSDON, CPA		0.00		
SANDERSEN,KNOX & BELT	5038	6,200.00	3,100.00	3,100.00
SERVICE LLOYDS INSURANCE CO		0.00		
SOUTHERN NATIONAL BANK of TX	Jan-05	77.34	77.34	
TxCOMMISSION ON ENVIRONMENTAL QUALITY		0.00		
TOTAL ADMINISTRATIVE COSTS		17,405.69	11,220.19	6,185.50
<u>ENGINEERING and CONSTRUCTION COSTS</u>				
LJA ENGINEERING & SURVEYING,INC.	31-Dec-04	61,615.84	61,615.84	
NBG CONSTRUCTORS, INC.	EST # 5	82,530.00	82,530.00	
WETLAND TECHNOLOGIES CORPORATION		0.00		
TOTAL INVOICES FOR APPROVAL		<u>\$161,551.53</u>	<u>\$155,366.03</u>	<u>\$6,185.50</u>

REPORT PREPARED

25-FEB-05

12:08 PM

Pamela M. Logsdon

Certified Public Accountant

5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092

713.934.9107 713.934.9110 Fax 713.934.9443 pmlog@aol.com

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

SUMMARY OF BIG CREEK PROJECT COSTS

FEBRUARY 23, 2005

		BUDGET	ACTUAL	BUDGET REMAINING UNDER (OVER)	
<u>CONSTRUCTION and ENGINEERING</u>					
DROP STRUCTURE & EROSION CONTROL [LJA]	[2]				Page 3
CONSTRUCTION		3,809,468	1,143,999	2,665,469	
ENGINEERING and GEOTECHNICAL		527,659	297,643	230,016	
BIG CREEK REACH 2 and 3 [LJA]					Page 4
ENGINEERING and GEOTECHNICAL	[3]	979,422	325,838	653,584	
CONSTRUCTION	[3]	4,149,450	0	4,149,450	
BIG CREEK CONSTRUCTION & ENGINEERING					
REACH 4 [LAND TECH/TCB]	[3,4]	2,407,164	700	2,406,464	Page 5
REACH 5 [J & C]	[3,4]	2,028,262	-	2,028,262	
BIG CREEK WATERSHED STUDY - DODSON	[1]	263,072	263,072	0	FINAL-Pg6
BRIDGES and PHASE II DESIGN					
BRIDGES - PLEAK and TRINITY ROAD		927,875	927,875	0	FINAL-Pg7
BIG CREEK OVERALL PROJECT - ENGINEERING		517,202	517,202	0	FINAL-Pg7
PHASE II - DESIGN and EASEMENTS		274,511	274,511	0	FINAL-Pg7
<u>ADMINISTRATION</u>					
DIRECTORS FEES		61,000	23,900	37,100	
LEGAL		205,000	151,165	53,835	
LEGAL ASSISTANT		9,237	9,237	0	
ACCOUNTING		52,000	33,752	18,248	
AUDIT, INSURANCE, BANK SERVICE CHARGES, ETC.		40,000	43,741	(3,741)	
CONTINGENCIES		69,000	4,849	64,151	
TOTALS		16,320,322	4,017,484	12,302,838	

PROJECTED CASH, FEBRUARY 23, 2005

[6] 10,465,665

DEFICIT CASH

[4] (\$1,837,173)

[1] CONTRACT AWARDED AUGUST 28, 2002

[2] REVISED BUDGET APPROVED MAY 26, 2004

[3] BUDGET PER DODSON & ASSOC. STUDY, APRIL 2003

[4] WORK WILL NOT BE AUTHORIZED FOR BIG CREEK REACHES 4 AND 5 UNTIL FUNDS ARE AVAILABLE.

[5] EXCLUDES RETAINAGE PAYABLE OF \$127,111.00 THROUGH ESTIMATE # 5

[6] INCLUDES CUMULATIVE INTEREST EARNINGS OF \$1,141,733

A PORTION OF THE CASH IS INVESTED IN THE FOLLOWING

SOUTHERN NATIONAL BANK CD # 33683

27-Aug-2004

23-Feb-2005

\$9,000,000

2.10%

REPORT PREPARED: PAUL

22-Feb-2005

02:13 PM

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BIG CREEK DROP STRUCTURE & EROSION CONTROL [LJA]

FEBRUARY 23, 2005

		BUDGET	ACTUAL	BUDGET REMAINING UNDER (OVER)
<u>CONSTRUCTION and ENGINEERING</u>				
CONSTRUCTION				
BRAZOS RIVER DROP STRUCTURE - NBG CONST	[2]	2,479,018	1,143,999	1,335,019
EROSION CONTROL STRUCTURE		1,330,450	0	1,330,450
ENGINEERING - LJA				
BASE FEE				
BRAZOS RIVER DROP STRUCTURE		166,094	192,306	(26,212)
EROSION CONTROL STRUCTURE		79,827	24,348	55,479
ADDITIONAL SERVICES				
BRAZOS RIVER DROP STRUCTURE		183,620	65,443	118,177
EROSION CONTROL STRUCTURE		63,018	69	62,949
GEOTECHNICAL				
STUDY		8,750	8,750	0
CONSTRUCTION		10,000	0	10,000
ENVIRONMENTAL CONSULTANT		16,350	6,727	9,623
TOTAL DROP STRUCTURE & EROSION CONTROL	[1]	\$4,337,127	\$1,441,642	\$2,895,485
		<u>4,337,127</u>		
		0		
DROP STRUCTURE & EROSION CONTROL [LJA]				
CONSTRUCTION		3,809,468	1,143,999	2,665,469
ENGINEERING and GEOTECHNICAL		527,659	297,643	230,016
TOTAL DROP STRUCTURE & EROSION CONTROL		\$4,337,127	\$1,441,642	\$2,895,485
		0	0	0

[1] REVISED BUDGET APPROVED MAY 26, 2004

[2] BID AWARDED TO NBG CONSTRUCTORS, INC. ON MAY 26, 2004
 CONSTRUCTION TIME - 240/270 CALENDAR DAY
 NOTICE TO PROCEED - JULY 12, 2004
 CONTRACT FINAL - APRIL 9, 2005
 EXCLUDES RETAINAGE PAYABLE OF \$127,111.00 THROUGH ESTIMATE # 5

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BIG CREEK REACH 2 and 3

FEBRUARY 23, 2005

		ADJUSTED BUDGET	ACTUAL	BUDGET REMAINING UNDER (OVER)
<u>CONSTRUCTION and ENGINEERING</u>				
CONSTRUCTION				
REACH 2 [LJA]	[2]	\$1,908,747	\$0	\$1,908,747
REACH 3 [LJA]		2,240,703	0	2,240,703
ENGINEERING - REACHES 2 and 3				
BASE FEE		217,846	163,385	54,461
ADDITIONAL SERVICES		371,150	162,453	208,697
RIGHT OF WAY		121,826	0	121,826
EXXON 36" PIPELINE ADJUSTMENT		250,000	0	250,000
GEOTECHNICAL				
STUDY		8,600	0	8,600
CONSTRUCTION		0	0	0
ENVIRONMENTAL CONSULTANT		10,000	0	10,000
<hr/>				
TOTAL REACHES 2 and 3	[1]	<u>\$5,128,872</u>	<u>\$325,838</u>	<u>\$4,803,034</u>
 <u>BIG CREEK REACHES 2 and 3</u>				
CONSTRUCTION		\$4,149,450	\$0	\$4,149,450
ENGINEERING		979,422	325,838	653,584
<hr/>				
TOTAL REACHES 2 and 3		<u>\$5,128,872</u>	<u>\$325,838</u>	<u>\$4,803,034</u>
<hr/>				
		0	0	0

- [1] BUDGET PER LJA CONTRACT APPENDIX D DATED OCTOBER 2003
 [2] PLANS APPROVED JANUARY 26, 2005

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BIG CREEK REACH 4

FEBRUARY 23, 2005

		REVISED BUDGET	ACTUAL	BUDGET REMAINING UNDER (OVER)
<u>CONSTRUCTION and ENGINEERING</u>				
CONSTRUCTION		\$2,372,804	\$0	\$2,372,804
ENGINEERING [LAND TECH/TCB]				
BASE FEE		0	0	0
ADDITIONAL SERVICES		0	0	0
ENGINEERING STUDY OF DESIGNS [DODSON]	[2]	34,360	0	34,360
PIPELINE ADJUSTMENT		0	0	0
GEOTECHNICAL				
STUDY		0	0	0
CONSTRUCTION		0	0	0
ENVIRONMENTAL CONSULTANT		0	0	0
OTHER		0	700	(700)
TOTAL REACH 4	[1]	<u>\$2,407,164</u>	<u>\$700</u>	<u>\$2,406,464</u>

BIG CREEK REACH 4

CONSTRUCTION		\$2,372,804	\$0	\$2,372,804
ENGINEERING		34,360	700	33,660
TOTAL REACHES 2 and 3		<u>\$2,407,164</u>	<u>\$700</u>	<u>\$2,406,464</u>

0 0 0

[1] BUDGET PER DODSON & ASSOC. STUDY, APRIL 2003

[2] CONTRACT APPROVED WITH DODSON & ASSOCIATES, INC. ON JANUARY 26, 2005.
TO DEVELOP PROPOSED DESIGN HYDRAULIC MODEL, DETERMINE ROW REQUIREMENTS,
ASSESS ENVIRONMENTAL IMPACTS, AND PREPARE QUANTITY AND CONSTRUCTION COST
ESTIMATES. [LUMP SUM FEE]

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BIG CREEK STUDY

ANALYSIS OF DODSON & ASSOCIATES, INC.

FEBRUARY 23, 2005

	BUDGET	PRIOR BILLINGS	CURRENT BILLINGS	BILLED TO DATE 28-May-2004	PERCENT COMPLETE	BUDGET REMAINING UNDER (OVER)
DODSON & ASSOC.						
FEES	126,350.00	126,350.00		126,350.00	101.30%	0.00
EXPENSES	1,641.14	1,641.14		1,641.14		(0.00)
FREESE & NICHOLS	21,677.80	21,677.80		21,677.80	100.00%	0.00
PLEDGER KALKOMAY	101,840.42	101,840.42		101,840.42	100.00%	0.00
WETLAND TECH	11,563.00	11,563.00		11,563.00	100.00%	0.00
TOTALS	\$263,072.36	\$263,072.36	\$0.00	\$263,072.36	100.00%	\$0.00
				263,072.36		0.00
				0.00		(0.00)

	ORIGINAL BUDGET	ADJUST TO FINAL	FINAL BUDGET
DODSON & ASSOC.			
FEES	104,460.00	21,890.00	126,350.00
EXPENSES		1,641.14	1,641.14
FREESE & NICHOLS	31,200.00	(9,522.20)	21,677.80
PLEDGER KALKOMAY	135,000.00	(33,159.58)	101,840.42
WETLAND TECH	7,000.00	4,563.00	11,563.00
TOTALS	277,660.00	(14,587.64)	263,072.36

PROJECT CLOSED

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BIG CREEK BRIDGES

FEBRUARY 23, 2005

	BUDGET	ACTUAL	BUDGET REMAINING UNDER (OVER)
<u>CONSTRUCTION and ENGINEERING</u>			
BRIDGES - PLEAK and TRINITY ROAD CONSTRUCTION			
PLEAK BRIDGE	426,802	426,802	0
TRINITY ROAD BRIDGE	382,721	382,721	0
ENGINEERING [Design, Construction, & General]	118,352	118,352	0
 BIG CREEK OVERALL PROJECT - ENGINEERING	 517,202	 517,202	 0
 PHASE II - DESIGN			
CHANNEL I	12,100	12,100	0
CHANNEL II	13,475	13,475	0
PHASE II - OTHER ENGINEERING	58,973	58,973	0
EASEMENTS, LAND & PIPELINE RELOCATIONS			
Right-of-Way, Easements, Pipelines Relocation	38,763	38,763	0
Legal	62,736	62,736	0
Land Acquisitions	88,464	88,464	0
 TOTAL BIG CREEK BRIDGES & PHASE II DESIGN	 \$1,719,588	 \$1,719,588	 \$0
			0

BIG CREEK BRIDGES

BRIDGES - PLEAK and TRINITY ROAD	927,875	927,875	0
BIG CREEK OVERALL PROJECT - ENGINEERING	517,202	517,202	0
PHASE II - DESIGN and EASEMENTS	274,511	274,511	0
 TOTAL BIG CREEK BRIDGES & PHASE II DESIGN	 \$1,719,588	 \$1,719,588	 \$0

0

0

0

PROJECT CLOSED

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

DATE SUBMITTED:02/23/05

SUBMITTED BY: Thomas Anderson

AGENDA

COURT AGENDA DATE: 03/01/05

DEPARTMENT: Human Resources

16

PHONE NO.: 281/341-8631

SUMMARY OF ITEM:Request placement on Consent Agenda

Approve salary assignment for position 069-0001, Elections, at Grade 9, Step 7, Administrative/Clerical policy group (\$1,264.54 biweekly) effective 2/28/05.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No () N/A ()

One Time ()

Funding Source:

Recurring ()

Fund Agency Object

N/A ()

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

If by Fax to (281) 341-8609

Copies with back-up to:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Approve salary assignment for position 069-0001, Elections, at Grade 9, Step 7, Administrative/Clerical policy group (\$1,264.54 biweekly) effective 2/28/05.

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

17

On this the 1st day of March, 2005, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Library Department #: 010-030-G05D

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
	<u>Multi-Year</u>	
<u>Property & Equipment</u>	<u>010-030-G05D-1010</u>	<u>\$ 345</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
	TOTAL TRANSFERRED TO:	<u>\$ 345</u>

TRANSFER FROM:

	<u>Multi-Year</u>	
<u>IT Hardware</u>	<u>010-030-G05D-1012</u>	<u>\$ 345</u>
<u> </u>	<u> </u>	<u> </u>
	TOTAL TRANSFERRED FROM:	<u>\$ 345</u>

EXPLANATION: To amend the budget of the Lone Star Library Grant for additional funds needed for the purchase of property & equipment.

Department Head: 

Date: February 22, 2005

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY 

BY: 

Robert E. Hebert, County Judge

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on March 1, 2005

Consent Agenda:

1. Accept bond renewal for Gilbert Jalomo, County Purchasing Agent, through March 2007.
2. Authorize the renewal of the following term contracts:
 - a. Bid 03-062 – Carpet;
 - b. Bid 03-076 – Elevator maintenance at Jail;
 - c. Bid 04-050 - Toner and ink cartridges;
 - d. Bid 04-065 – Pavement marking;
 - e. Bid 04-066 – Fasteners and shop supplies.



OLD REPUBLIC SURETY COMPANY
P O BOX 569480
DALLAS, TX 75356-9480

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO- 904479	PURCHASING AGENT	5,000	3/29/2005	3/29/2007

PRINCIPAL

JALOMO, GILBERT D., JR.
500 LIBERTY
SUITE 103
RICHMOND, TX 77469

OBLIGEE

FORT BEND COUNTY

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS FOURTEENTH DAY OF NOVEMBER, 2004

89-4693
GRAYLESS, MARY ANN
P O BOX 400
RICHMOND, TX 77406

OLD REPUBLIC SURETY COMPANY
SURETY

By *Bessidine J. Stelter*
ASSISTANT SECRETARY

ccm: 3-1-05 #18A

From: Gilbert Jalomo
To: Donna Ospina
Date: 2/24/2005 4:02:42 PM
Subject: Please addAgenda

186

Reply requested by 2/25/2005

Authorize advertising for bids for HVAC maintenance County Jail.

Thanks Gilbert

AGENDA ITEM

18 C - 1

Rosenberg Carpet Center, Inc.

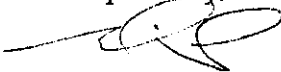
1006 First Street
Rosenberg, TX 77471
Phone: 281-342-5193 Fax: 281-232-8525
www.rosenbergcarpet.com

02/14/05

Fort Bend County Purchasing
Dear Debbie Kaminski,

We would like to renew term contract #03-062 for the year 2006 under the same terms, pricing and conditions.

Respectfully,

A handwritten signature in black ink, appearing to read 'Michael Lopez', with a stylized flourish extending from the end.

Michael Lopez

ThyssenKrupp ESP Elevator

18 C-2



February 15, 2005

Ms. Debbie Kaminski, CPPB
Ft. Bend County Purchasing
4520 Reading Rd., Suite A
Rosenberg, TX 77471

RE: Fort Bend County Bid #03-076 – Term contract for elevator maintenance at the
Fort Bend County Jail

Dear Ms. Kaminski,

ThyssenKrupp Elevator wishes to renew the above referenced contract, which expires 31
March 2005, through March 2006, under the same pricing and terms and conditions as
the existing contract.

Should you have questions or concerns, please call me at 713 460.9119

Sincerely,

Tony Bruni
Account Representative



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

18 C-3
(281) 341-8640
Fax (281) 341-8645

February 7, 2005

Mr Barry Weinstein
Aprisa Technology LLC
24 Lumber Rd
Roslyn NY 11576

RE: Fort Bend County Bid 04-050 - Term contract for the purchase of toner and ink cartridges.

Dear Mr Weinstein,

Our contract with your company on the above referenced bid expires 31 March 2005. Contract provisions allow for renewal of this contract if mutually agreeable.

If your company wishes to renew the bid through March 2006, under the same pricing, terms and conditions, please advise me by letter. I shall then take the matter before the Commissioners Court of Fort Bend County for their approval. Your response by February 14th would be greatly appreciated. You may fax your response to 281-341-8645.

If you have any questions please call me at 281-341-8643.

Sincerely,

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

We will gladly agree to renew this contract. It has been a pleasure working with you.

APRISA TECHNOLOGY LLC
24 LUMBER ROAD
ROSLYN, NY 11576

4520 Reading Rd., Suite A • Rosenberg, TX 77471

PH#516-992-5361 FAX#516-403-5386



Pavement Installation, Marking & Maintenance Specialists

18C-4

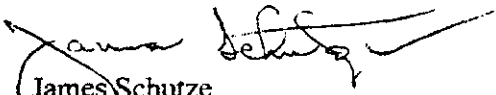
February 10, 2005

Fort Bend County Purchasing Agent
Attn: Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

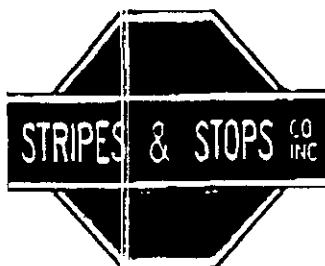
Mr. Jalomo,

Lone Star Pavement Services, Inc. would like to renew our pavement marking contract with Fort Bend County at the current pricing, terms and conditions through March 2006.

Sincerely,


James Schutze
Vice President

2323 Greens Road
Houston, TX 77032



(281) 821-3307 Office
(281) 821-5680 Fax

18 C - 4

www.stripesandstops.com

Email: stripes@stripesandstops.com

February 9, 2005

Fort Bend County
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Attn: Debbie Kaminski, CPPB

Ref: Fort Bend County Bid 04-065 – Term contract for pavement marking on paved roads
For Fort Bend County (Renewal)

Dear Ms. Kaminski:

Stripes & Stops Company, Inc. agrees to renew Bid 04-065 through March 2006, under the same pricing, terms and conditions as previously performed. We look forward to continued business with you.

Sincerely,

Steven P. McKinley
President



CHAMPION FASTENER & INDUSTRIAL SUPPLY, INC.

10624 Tower Oaks Blvd
Houston, TX 77070
(281) 469-7323

18C-5

February 11, 2005

Debbie Kaminski, CPPB
Fort Bend County
PO Box 148
Rosenberg, TX 77406

RE: Fort Bend County Bid 04-066 – Term contract for the purchase of fasteners and miscellaneous shop supplies.

Dear Mrs. Kaminski,

Champion will renew the bid through March 2006, under the same pricing, terms and conditions.

Sincerely,

Charlene Innerarity
Sales Representative
Champion Fastener

Please sign and confirm that you received this letter. Thanks

X_____

COASTAL BOLT SALES & SERVICE, INC.

3702 COLGATE
P.O. BOX 262306

HOUSTON, TX 77089
HOUSTON, TX 77207

Email: nuts@pdq.net

Phone (713)644-2069

Fax (713)644-2520

Date: February 11, 2005

18 C - 5

To : Ms Debbie Kaminski, CPPB
Asst. County Purchasing Agent

Re: Fort Bend County Bid 04-066

Coastal Bolt agrees to extend Bid 04-066 through March 2006 using the same pricing terms and conditions.

Thank you,



Roberta Corrales

DATE SUBMITTED: February 23, 2005
DEPARTMENT: Tax Assessor /Collector
AGENDA DATE: March 1, 2005

SUBMITTED BY: Patsy Schultz, RTA
PHONE NO: 281-341-3735

AGENDA #

20

SUMMARY OF ITEM: Summary Monthly Report of Property Taxes – January, 2005

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Please list on consent agenda to be recorded in Commissioners Court minutes for the office of Patsy Schultz
 Summary Monthly Report of Property Taxes
 January, 2005

SUMMARY MONTHLY REPORT OF PROPERTY TAXES
COLLECTED BY PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF FT. BEND COUNTY
DURING THE MONTH OF JANUARY 2005
THE STATE OF TEXAS, COUNTY OF FORT BEND

I, PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL PROPERTY TAXES COLLECTED DURING THE MONTH OF JANUARY 2005, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

STATE	CURRENT		DELINQUENT		CURRENT		DELINQUENT		TOTAL
	PAYMENTS	CURRENT P & I	PAYMENTS	DELINQNT P & I	BACKOUTS	B/O P&I	B/O		
COUNTY	65,622,574.16	-	279,710.14	0.65	-	-	-	2.05	
DRAINAGE	3,097,906.74	-	14,544.54	66,317.25	-	-	-	65,968,601.55	
LR & FC	-	-	276.81	3,751.04	-	-	-	3,116,202.32	
W C JR COLL.	333,313.47	-	2,170.52	469.48	-	-	-	746.29	
FEES-ATTORNEY	-	-	140,509.23	781.61	-	-	-	336,265.60	
FB PKW	84,935.11	-	165.98	-	-	-	-	140,509.23	
LAMAR CISD & CED	48,365,908.85	-	269,035.76	54.33	-	-	-	85,155.42	
KENDLETON ISD & CED	168,513.96	-	7,246.86	58,393.98	-	-	-	48,693,338.59	
FORT BEND ESD #4	183,508.34	-	803.75	6,820.29	-	-	-	182,581.11	
FORT BEND ESD #3	143,077.99	-	48.36	227.46	-	-	-	184,539.55	
FULSHEAR	66,707.10	-	841.13	17.02	-	-	-	143,143.37	
RICHMOND	933,715.33	-	12,647.20	280.38	-	-	-	67,828.61	
UNL RDS	-	-	-	5,581.87	-	-	-	951,944.40	
BEASLEY	19,172.09	-	-	-	-	-	-	-	
ROSENBERG	2,111,275.21	-	10,793.83	1,282.29	-	-	-	19,172.09	
ARCOLA	68,867.78	-	1,174.16	710.18	-	-	-	2,123,351.33	
ORCHARD	15,662.63	-	8.57	1.84	-	-	-	70,752.12	
KENDLETON	17,965.08	-	1,944.53	1,258.60	-	-	-	15,673.04	
HARRIS FT BD ESD #100	999,970.45	-	1,574.38	513.66	-	-	-	21,168.21	
MEADOWS PLACE	1,046,306.15	-	3,524.89	894.48	-	-	-	1,002,058.49	
NEEDVILLE	200,650.46	-	809.82	228.75	-	-	-	1,050,725.52	
FT BD WATER SUPPLY#1	66,460.03	-	2,223.99	483.65	-	-	-	201,689.03	
FT BD ESD #1	90,669.39	-	-	-	-	-	-	69,167.67	
FT BD W C I D #2	1,605,102.35	-	9,258.41	-	-	-	-	90,669.39	
H C C - STAFFORD	764,649.47	-	3,634.54	2,542.51	-	-	-	1,616,903.27	
STAFFORD MSD & CED	12,037,844.90	-	74,314.27	949.48	-	-	-	769,233.49	
CITY OF STAFFORD	-	-	-	19,820.34	-	-	-	12,131,979.51	
NEEDVILLE ISD & CED	2,862,855.58	-	19,045.49	-	-	-	-	-	
FT BD ESD #2	775,250.90	-	449.87	7,534.03	-	-	-	2,889,435.10	
FT BD M U D #41	807,037.58	-	769.30	103.93	-	-	-	775,804.70	
WILLOWFORK DRAINAGE	2,955,953.15	-	2,009.00	176.94	-	-	-	807,983.82	
CINCO M U D #9	979,003.09	-	-	651.55	-	-	-	2,958,613.70	
CITY OF MISSOURI CITY	9,670,479.52	-	62,811.67	-	-	-	-	979,003.09	
H C C - MISSOURI CITY	1,546,355.97	-	9,011.93	15,817.25	-	-	-	9,749,108.44	
FBC FRESH WATER #2	23,467.47	-	-	2,130.29	-	-	-	1,557,498.19	
NSF CK CHGES & TAX CERTIF	882.84	-	150.00	-	-	-	-	23,467.47	
		-		-	-	-	-	1,032.84	

TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 15th DAY OF JANUARY, A.D. 2005

A.D. 20

I, ROBERT E. STURDIVANT, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY REPORT OF TAXES COLLECTED BY PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

COUNTY CLERK, FORT BEND COUNTY, TEXAS

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

DATE SUBMITTED: February 22, 2005

SUBMITTED BY: Patsy Schultz, RTA
DEPARTMENT: Tax Assessor /Collector
PHONE NO.: 281-341-3735

AGENDA #

DATE: MARCH 1, 2005

21

SUMMARY OF ITEM: Take all appropriate action on Tax Abatement agreement between Fort Bend County and Schlumberger Technology Corporation

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

LIST SUPPORTING DOCUMENTS ATTACHED: Tax Abatement Agreement

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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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:

Tax Abatement Agreement between Fort Bend County and Schlumberger Technology Corporation

3.4-05 Original Agreements sent to Patsy -
Tax Assessor.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT BETWEEN
FORT BEND COUNTY, TEXAS
AND SCHLUMBERGER TECHNOLOGY CORPORATION**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court and **SCHLUMBERGER TECHNOLOGY CORPORATION**, hereinafter referred to as "Owner" of the tract of land comprising Reinvestment Zone No. 01-03 created by the City of Sugar Land, and owner of the personal property within such Improvements.

1. **Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b. The Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, which was approved by the County's Commissioners Court on November 4, 2003. The County has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.
- c. No official of the County has an interest in the property subject to this Agreement.

2. **Definition:**

As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The "**Certified Appraised Value or Value**" means the value certified as of January 1 of each year of this Agreement regarding the property within City of Sugar Land Reinvestment Zone No. 01-03 by the Fort Bend County Central Appraisal District.

- b. **"Improvements"** mean a building to be used as an engineering operations office facility, containing approximately 55,000 sq. ft. of floor space, and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the building, which are erected or expanded by Owner on the property after the effective date of this Agreement.
- c. **"Abatement"** means the full or partial exemption from ad valorem taxes of certain property in the City of Sugar Land Reinvestment Zone No. 01-03 designated for economic development purposes.
- d. **"Ineligible Property"** means land, inventories, supplies, raw material and other forms of movable personal property which are not integral to the operation of the facility.
- b. **"Real Property"** means the 2.049 acres of land described in City of Sugar Land Ordinance 1308, attached hereto as Exhibit A and incorporated by reference herein for all purposes.
- e. **"Personal Property"** means any property classified as tangible personal property by the District, other than inventory, supplies and any Ineligible Property, that is located within the building to be constructed as a part of the Improvements.
- g. **"Owner"** means **Schlumberger Technology Corporation**, the Owner of the real property subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior approval of the Fort Bend County Commissioners' Court.
- h. **"County"** means the County of Fort Bend, Texas.
- i. **"District"** means Fort Bend County Central Appraisal District.

3. **Subject Property**

City of Sugar Land Reinvestment Zone No. 01-03 is an area located in Fort Bend County, Texas, being legally described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The Fort Bend County Appraisal District has established the base year values for the subject

property as of January 1, 2005.

4. Responsibility of Owner

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

- (a) That construction of the Improvements shall be completed on or before January 1, 2006. Owner shall provide Tax Assessor/Collector a certified statement evidencing a minimum of \$3,700,000 project costs with respect to the Improvements within thirty (30) days after completion of the Improvements to be constructed by Owner.
- (b) That Owner will continuously occupy and use the Improvements as the primary location of its engineering operations office facility or its other comparable business units or affiliates, or both, from January 1, 2006 through December 31, 2015.
- (c) That Owner will employ at least 250 full-time persons beginning January 1, 2006 continuously through December 31, 2012 at the facility the subject of this agreement. Beginning on January 1, 2013 and continuing through December 31, 2015, Owner will employ at least 300 full-time employees at the facility the subject of this agreement. Owner shall provide Tax Assessor/Collector a certified statement of the number of full-time employees at the facility the subject of this agreement each September 1 throughout the term of this agreement.
- (d) That the Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- (e) That the Owner will participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.
- (f) **THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE**

DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.

- (g) **THE OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD. FAILURE TO NOTIFY THE TAX ASSESSOR-COLLECTOR OF ANY SALE OF THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT SHALL RESULT IN IMMEDIATE DEFAULT OF THIS AGREEMENT.**

5. Value and Term of Abatement

This Agreement shall be effective on the date executed by the County or Owner, whichever is later, and shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2015. In no event shall this agreement extend beyond December 31, 2015. This Agreement shall terminate on the completion of the abatement, unless earlier terminated as provided elsewhere herein. Owner's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements and the Personal Property. This Agreement shall not be applied retroactively.

Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, Fort Bend County grants a property tax abatement on the Value of the Improvements and Personal Property for tax years 2006 through 2015 as follows:

<u>Percentage of Abatement</u>	<u>Value of Improvements</u>
65%	More than \$3,000,000
40%	\$2,500,001 to \$3,000,000
30%	\$1,750,000 to \$2,500,000
-0%-	Less than \$1,750,000

<u>Percentage of Abatement</u>	<u>Value of Personal Property</u>
65%	More than \$900,000
40%	\$750,001 to \$900,000
30%	\$500,000 to \$750,000
-0%-	Less than \$500,000

- (a) The abatement granted shall not apply to the value of the land, increases in the value of the land, inventory or supplies.
- (b) In the event the certified appraised Value of the Improvements is less than \$1,750,000.00 on January 1 of any year for which the abatement is provided for in this Agreement, no abatement shall be applied to the Improvements for that year.
- (c) In the event the certified appraised value of the Personal Property is less than \$500,000 on January 1 of any year for which the abatement is provided for in this Agreement, no abatement shall be applied to the Personal Property for that year.
- (d) All Improvements shall be completed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are erected.

- (e) The Fort Bend Central Appraisal District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- (f) On or before September 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Tax Assessor/Collector that each party is in compliance with each term of this Agreement.

6. Taxability

During the period that this tax abatement is effective, taxes shall be payable as follows:

- a. The Value of Ineligible Property shall be fully taxable, including inventory;
- b. The Value of existing Improvements and Personal Property shall be determined annually by the Central Appraisal District.

7. Event of Default

- (a) The County may declare the Owner in default of this Agreement if: (1) the Owner fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) vacates any of the improvements subject to the agreement before the term of the abatement.
- (b) The County shall notify the Owner of any default in writing specifying the default. The Owner shall each have thirty (30) days from the date of the notice to cure any default. If the Owner fails to cure the default, the County may terminate this Agreement by written notice.
- (c) If this Agreement is terminated by the County, the Owner agrees that the each is liable for and will pay to the County within thirty (30) days of the termination of this Agreement:

- (1) The amount of all property taxes abated under this

Agreement;

- (2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and
 - (3) Penalties on the amount abated in the year of default, at the rate provided for in the TAX CODE for delinquent taxes.
- (d) The County shall have a lien against the Owner's real property and improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

8. Administration and Inspection

This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. The Owner shall allow employees or other representatives of the County who have been designated by the Tax Assessor/Collector to have access to the reinvestment zone during the term of the Agreement. All regular inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Owner may accompany the inspector.

Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner.

The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement of the real property subject to this Agreement and (2) the full taxable value without abatement of the real property and other property otherwise located at or about the Owner's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records

shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

The Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the abatement. Such information shall also be provided to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement, including Owner's payroll records.

9. Assignment

This Agreement may not be assigned without prior written consent of the County. No assignment shall be effective or approved if either the County has declared a default hereunder which has not been cured or the new Owner is delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

Any and all assignments shall contain the same terms and conditions as set out in the first Abatement Agreement and shall be granted for the remaining term of the original tax abatement agreement only.

10. Indemnity

It is understood and agreed between the parties that Schlumberger Technology Corporation, in performing its obligations hereunder, is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. **SCHLUMBERGER TECHNOLOGY CORPORATION AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND THE CENTRAL APPRIASAL DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE**

WHATSOEVER ARISING OUT OF SCHLUMBERGER TECHNOLOGY CORPORATION'S OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. SCHLUMBERGER TECHNOLOGY CORPORATION'S INDEMNIFICATION OBLIGATIONS INCLUDES THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION. SCHLUMBERGER TECHNOLOGY CORPORATION SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY THE COUNTY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLEY BY SCHLUMBERGER TECHNOLOGY CORPORATION. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT COUNTY FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND SCHLUMBERGER TECHNOLOGY CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

11. Force Majeure

If by reason of force majeure, the Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten (10) calendar days of the occurrence relied upon. The obligations of Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. The Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure"

shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner.

12. Commissioners Court Approval

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

13. Compliance with State and Local Regulations

This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any City ordinance or Federal or State law or regulation.

14. Changes in Tax Laws

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

15. Miscellaneous

(a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as

if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. Notices

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

To the Tax Assessor/Collector: Ms. Patsy Schultz
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

To Owner: Marwan Moufarrej, IPC Technology Center Manager
Controller and Facilities Manager
Schlumberger Technology Corporation
555 Industrial Boulevard
Sugar Land, Texas 77478-2899

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

Copy to:

Mr. Ben W. "Bud" Childers
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner to provide the County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.**

17. Entire Agreement; Ordinance and Economic Impact Statement


This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit B – Ordinance No. 1308 Designating Reinvestment Zone No. 01-03, and Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

18. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County and Owner as of the dates below stated. Owner warrants and represent that the individual executing this agreement on behalf of Schlumberger Technology Corporation has full authority to execute this Agreement and bind Schlumberger Technology Corporation to the same.

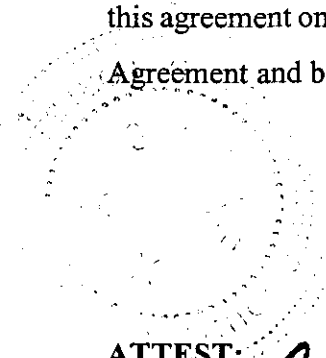
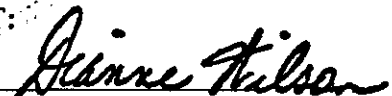
By:

FORT BEND COUNTY


Robert E. Hebert, County Judge

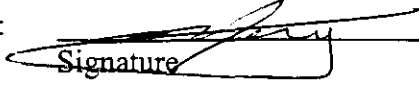
Date: 3-1-05

ATTEST:



Dianne Wilson, County Clerk

**SCHLUMBERGER TECHNOLOGY
CORPORATION**

By:

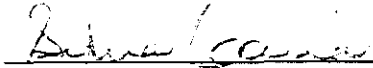

Signature

Printed Name: Harizan Moofarnej

Title: V.P. & GM

Date: Feb, 28, 2005

ATTEST:



Attachments: Exhibit A – Metes and Bounds description of Land
Exhibit B – Ordinance No. 1308 Designating Reinvestment Zone No. 01-03
Exhibit C – Economic Impact Statement/Application for Value Added Tax
Abatement

mer\Schlumberger Technology Corporation -3195-100 (022105)

METES AND BOUNDS DESCRIPTION
2.049 ACRES
(VECTOR PAD SITE)

All that certain tract or parcel containing 2.049 acres, (89,250 square feet) of land in the Brown and Belknap League, A-15, Fort Bend County Texas being part of that certain tract called 200.0 acres conveyed to Schlumberger Well Surveying Corporation by instrument of record in Volume 354, Page 94 of the deed records of Fort Bend County, Texas and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone:

COMMENCING for reference at a 1/2 inch iron rod in concrete found marking the northwest corner of said 200.0 acre tract and the PLACE OF BEGINNING of the herein described tract;

Thence South $75^{\circ} 32' 49''$ West, 239 feet, with the north line of said 200.0-acre tract, to a point for a corner;

Thence South $02^{\circ} 29' 05''$ East, 364 feet, departing said north line, to a point for a corner;

Thence North $88^{\circ} 16' 35''$ East, 238 feet, to the east line of said 200.0-acre tract, to a point for a corner;

Thence North $02^{\circ} 29' 05''$ West, 386 feet, to the PLACE OF BEGINNING and containing 2.049 acres, (89,250 square feet) of land

EXHIBIT

A

ORDINANCE NO. 1308

AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 01-03 FOR A 2.049 ACRE TRACT OF LAND LOCATED AT THE SOUTHWEST INTERSECTION OF INDUSTRIAL BOULEVARD AND REED ROAD.

WHEREAS, the Property Redevelopment and Tax Abatement Act (Tax Code § 312 et seq.) authorizes cities to create reinvestment zones and enter into tax abatement agreements with the owners of qualifying properties in reinvestment zones; and

WHEREAS, the City has received an application requesting tax abatement for real property improvements to be located in the zone; and

WHEREAS, the zone is eligible for tax abatement; and

WHEREAS, a public hearing, for which notice was given as required by law, was held at which interested persons were given an opportunity to present evidence for and against the creation of the zone; and

WHEREAS, the City Council has found that the improvements sought to be located in the proposed reinvestment zone are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of the reinvestment zone will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment into the zone that would be a benefit to the property located therein and that will contribute to the economic development of the City of Sugar Land; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:**

Section 1. That Reinvestment Zone No. 01-03 is created for the real property described in Exhibit A, attached to and incorporated into this ordinance by reference.

Section 2. That the Reinvestment Zone created herein is eligible for commercial-industrial tax abatement as provided by law.

Section 3. That Reinvestment Zone No. 01-03 shall expire five years from the date of this ordinance.

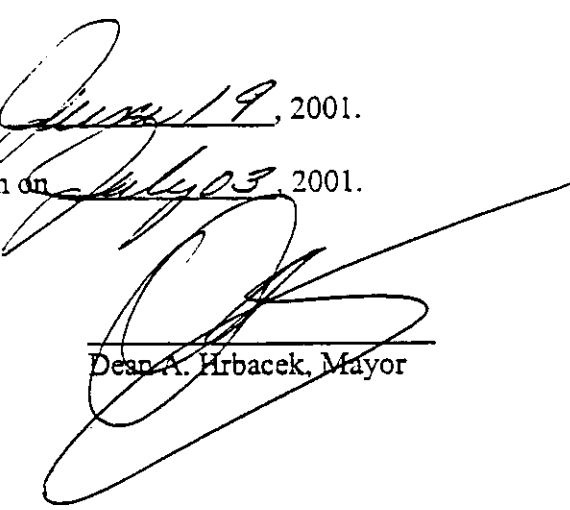
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EXHIBIT

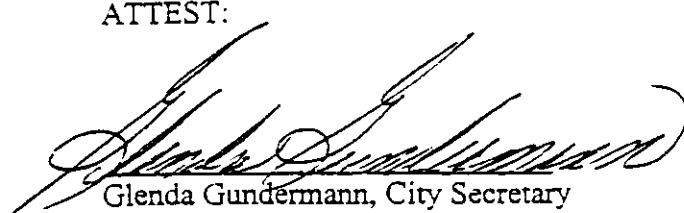
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APPROVED on first consideration on June 19, 2001.

ADOPTED upon second consideration on July 03, 2001.


Dean A. Hrbacek, Mayor

ATTEST:


Glenda Gundermann, City Secretary

APPROVED:


Joe Morris, City Attorney

Attachment: Exhibit A - Property Description

JAN 07 2003

ECONOMIC IMPACT STATEMENT & APPLICATION FOR VALUE ADDED TAX ABATEMENT

SCHLUMBERGER TECHNOLOGY CORPORATION

THE CITY OF SUGAR LAND AND FORT BEND COUNTY.

I. BACKGROUND OF APPLICANT:

Schlumberger Technology Corporation (Schlumberger) purchased its 200-acre campus site in Sugar Land, Texas in the late 1950's. Since that time, Sugar Land has been home to such Schlumberger operations as Anadrill, Flopetrol, Schlumberger Limited, and Schlumberger Well Services.

In 1962, Schlumberger acquired Vector Cable Company (Vector). Vector later relocated its east Houston operations to Sugar Land in 1971. In 2001, Vector was combined with several other Oilfield Service product groups from within Schlumberger to form a new technology center named "Schlumberger Conveyance & Delivery Center" (SCD).

In 2003, Schlumberger Conveyance & Delivery Center (SCD) was combined with Well Services Engineering Group to form a new technology center named "Integrated Productivity and Conveyance Technology Center" (IPC).

Today, IPC employs approximately 500 administrative employees, engineers and technicians at their U.S. headquarters located in Sugar Land. IPC specializes in designing and manufacturing cables used for applications such as logging an oil well, operating an ROV system, towing a sophisticated deep-ocean instrumentation package, controlling a subsea production system, as well as the design and production of oilfield conveyance equipment and various oilfield units.

IPC is also involved in developing Wireline and Well Service surface unit equipment, oilfield chemical products and software applications that allow Schlumberger Technology Corporation to provide effective and efficient services to their customers worldwide.

Schlumberger qualifies as two Target Industries for the City of Sugar Land and for Fort Bend County: Corporate headquarters and Energy-Related Operations. Schlumberger is very well known throughout the City and the County and is a major contributor to the community and the local economy.

Two similar abatement agreements on individual buildings have been granted and completed for other projects on the Schlumberger Campus that helped to successfully attract the North American Headquarters of Schlumberger to Sugar Land.

A third abatement agreement dated August, 2001, was approved for an approximate 60,000 sf building, to be completed prior to January 1, 2003, on the Schlumberger Campus. Due to

EXHIBIT

C

economic conditions and business planning decisions. Schlumberger did not build that facility and the abatement agreement was terminated on or about March 26, 2003.

The need for that facility however was not alleviated and some employees were placed in temporary offices at that time. In addition, building conditions required that an existing building, the Old 555 Building be demolished in part. The employees from that building were unfavorably scattered around the campus including in the temporary offices. Some IPC employees are located beside shop floor areas in the 150 Building, which can become noisy, which is not conducive to a positive and productive workforce. Other groups have also been split up. This has led to less than desirable working and parking conditions.

Schlumberger needs to, and now is in a position to, locate an office or construct a permanent facility to house these employees, plus additional employees hired or transferred in association with establishing the IPC technology center. Although the IPC Technology Center is located physically primarily on Schlumberger's Sugar Land office, it also encompasses two other physical locations at which 120 IPC employees work. In addition, the IPC Technology Center is operationally interconnected with several other Schlumberger locations throughout greater Houston area, such as those on San Felipe, on Dairy Ashford, in the Park Ten complex, and in Rosharon, Texas.

The IPC groups that would relocate to the New 555 Building are:

1. Coiled Tubing Engineering and Manufacturing – An estimated 56 Engineering and Procurement employees who are currently have been occupying temporary accommodations (T-Plex) on the North Campus since 2001.
2. WSD Engineering – An estimated 70 Engineering employees who are currently located in the 110 and 150 Buildings. About 10 of the employees in the 150 Building were relocated from the Austin Tech Center in 2003/04.

With the new building, this group will be consolidated. Such movement will also ease the congestion in the 110 and 150 Buildings for both IPC and SPC.

The parking situation on the south side of the campus and along Gillingham Lane will be eased as these employees are relocated to the North side of the campus.

3. ESC Manufacturing – An estimated 50 employees (mainly Engineers and Procurement / Admin people) who are currently located in temporary cubicles in the 150 Building adjacent to the shop floor. The noise of the shop equipment is not conducive to a productive working environment and good morale for these employees.

By relocating these employees into the New 555 Building, they will also be consolidated with the WSD Engineering Group, who designs the ESC units.

4. G&A - 14 Admin people (Tech Center Manager, Accounting, Personnel, etc.) who were relocated out of the Old 555 Building. Currently, they are occupying office space that is isolated from the rest of the Tech Center.
5. Customer Services / Documentation - An estimated 30 people who were relocated to the temporary port-a-cabins from the demolished Old 555 Building.

II. CRITERIA FOR CONSIDERATION OF VALUE ADDED TAX ABATEMENT

1. Legal Name of Owner of Real Property:

Schlumberger Technology Corporation
555 Industrial Boulevard, Sugar Land, TX 77478-2899
(281) 285-4974; Fax (281) 285-7940 Contact: Colin Stevenson

2. Legal Name of Owner of Personal Property:

Schlumberger Technology Corporation
555 Industrial Boulevard Sugar Land, TX 77478-2899
Ph. (281) 285-4974; Fax (281) 285-7940 Contact: Colin Stevenson

3. Type of Business:

Oilfield Services - SIC 541360

4. Exact Location of Site:

555 Industrial Boulevard Sugar Land, TX 77478

5. Has the Company received or is it currently receiving tax abatement:

Yes, three other tax abatements in the last few years have been granted for other projects in the Schlumberger Campus in Sugar Land to help successfully attract the North American Headquarters to Sugar Land.

Phase 1: \$10.6 million in Improvements, plus 150 new jobs. 750% over 8 yrs. expiring 2002.

Phase 2: \$49.5 million in Improvements, plus 420 new jobs. 850% over 9 yrs. expiring 2003.

Abatement Agreement for this same Site terminated March, 2003: \$8,500,000 in Improvements; no new jobs required by City of Sugar Land; 120 new jobs required by Ft. Bend County—650% over 10 yrs. by both CofSL and FB County.

6. Central Appraisal District value of land and existing improvements:

Site is part of larger tract comprised of 24.2970 acres already on the tax roles and will not represent new tax revenue; nor will it not be subdivided out for this building. However, the site comprises 2.049 acres/89,250 sf (being the same site as described in the Abatement Agreement that was terminated in March, 2003).

The larger 24.2970 acre tract is valued in 2004 by the FBCAD at \$11,000,700, or approximately: \$452,760 per acre/ \$10.40 psf.

A simple allocation for the Subject Site would be: 89,250 sf X \$10.40 psf = \$928,200

7. Anticipated commencement of construction: February, 2005.

8. Type and value of proposed improvements:

Type of Construction – Tilt Wall, 2-story	
Engineering Operations Office Facility (55,000 sq. ft.)	\$ 3,700,000
And additional paved parking spaces for 125+/- cars	
Personal Property	<u>950,000</u>
Total	\$4,650,000

9. Productive life of proposed improvements: 30 years

10. Description of activity: This facility will be for office based employees and engineers. The employees will generally work during normal office hours.

11. Existing jobs to be retained: 250

12. New jobs to be created: N/A

13. Local payroll to be created/retained: A payroll of \$14.8 million, including benefits, will be retained by the availability of this facility. This is an average of \$59,200/yr. each for the 250 jobs.

14. Will Fort Bend residents have the opportunity to fill the newly created positions?
Yes, Fort Bend residents will have the opportunity for employment when new positions are made available.

15. Local Sales Tax to be generated: The developer will claim Sugar Land as situs for building materials.

16. Property tax base valuation increase and amount of taxes to be paid to the taxing entities during the period of abatement: An increase in tax base valuation of

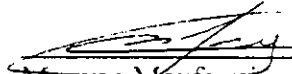
approximately \$ 4,650,000. Approximately \$92,919 will be paid in new taxes during the period of abatement to the Ft. Bend Independent School District, Fort Bend County, and the City of Sugar Land.

17. **Any extraordinary costs incurred by local government to provide facilities or services:** None.
18. **Wastewater and Sewer usage:** Domestic waste only.
19. **Population growth as a direct result of improvements:** Unknown.
20. **Public improvements to be made by the Company:** None
21. **Competition with existing businesses:** None.
22. **Impact on local business opportunities:** Local businesses are suppliers as well as customers of Schlumberger. Additionally, the retained employees will continue to purchase office supplies and use local services; and, the employees will continue to expend their earnings at local restaurants and retail establishments. .
23. **Attraction of other new businesses:** Historically the company has influenced suppliers to relocate to Fort Bend County.
24. **Compatibility with zoning ordinances and comprehensive plans:** The proposed facility will be in compliance with the zoning ordinances and comprehensive plan.
25. **Environmental compatibility:** The project is to be in compliance with existing government and environmental regulations.
26. **Community organizations in which the Company plans or is currently participating in:** Schlumberger is extremely involved in several organizations throughout the Fort Bend Community.
27. **Has the company agreed to participate in the continuing economic development process in Fort Bend County by becoming a Trustee member of the GFBEDC for a minimum period coinciding with the term of any abatement granted by the County of Fort Bend:** Schlumberger is currently a Trustee member of the Greater Fort Bend Economic Council and will continue its membership throughout the term of the abatement.

III. CERTIFICATION:

RECORDED ON 3-7-05
IN THE COMMISSIONER COURT
MINUTES OF 3-1-05

(1) Schlumberger hereby certifies that all statements and representations made herein are accurate to the best of their knowledge, and agree to comply with these terms.

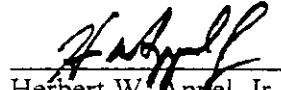


Marwan Moufarrej
IPC Technology Center Manager

1/6/2005

Date

(2) The Greater Fort Bend Economic Development Council certifies Schlumberger Technology Corporation has met the standard requirements and is qualified for value added tax abatement in Fort Bend County.



Herbert W. Appel, Jr., President
Greater Fort Bend Economic Development Council

1/10/2005

Date

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

DATE SUBMITTED: Feb. 22, 2005

DEPT. SUBMITTED BY: Building Maintenance

22

COMMISSIONERS COURT AGENDA FOR: Mar 1, 2005

DEPT. PHONE NO.: 281/238-3555

SUMMARY OF ITEM: Transfer \$1,370.00 from Contingency 045-4040 to Building Maintenance Fees and Services (008-4010) to pressure wash the County Clerk's building.

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 ()

Funding Source: **Recurring** ()

Fund Agency Object N/A ()

Original Form Submitted with back up to County Judge's Office: (X) (✓ 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	(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)	(X) Admin. Services	(281-238-3322)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Please approve.

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

On this the 1st day of March, 2005, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on 3/1/05, the Court heard and approved the budget for the year 2005 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: Building Maintenance Department #: 008

<u>LINE-ITEM NAME</u>	<u>NUMBER</u>	<u>AMOUNT</u>
TRANSFER TO:		
<u>Fees and Services</u>	<u>008-0080-4010</u>	<u>\$1,370.00</u>
TOTAL TRANSFERRED TO:		
		<u>\$1,370.00</u>
TRANSFER FROM:		
<u>Contingency</u>	<u>045-4040</u>	<u>\$1,370.00</u>
TOTAL TRANSFERRED FROM:		
		<u>\$1,370.00</u>

EXPLANATION: Monies needed to pressure wash the County Clerk's Building.

This was not a budgeted item.

Department Head

Jacqueline Burgess

Date:

2/22/05

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY:

Robert Hebert

Robert Hebert, County Judge

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

DATE SUBMITTED: 2/23/05
COURT AGENDA DATE: 3/1/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA
DEPARTMENT: (043) ENGINEERING
PHONE NO.: (281) 633-7507
23A

SUMMARY OF ITEM: TAKE ALL APPROPRIATE ACTION TO GRANT A VARIANCE REQUEST TO THE FORT BEND COUNTY REGULATIONS OF SUBDIVISIONS, UNDER SECTION 2.21, ALLOWING A 7.141 ACRE TRACT RECORDED IN FBC GENERAL WARRANTY DEED #2004149275 OFFICIAL RECORDS, TO BE DIVIDED INTO TWO APPROXIMATELY EQUAL TRACTS (WILLIAM E. & LUCILLE S. BRAUN), 3601 POSTER SCHOOL RD., PCT.1.

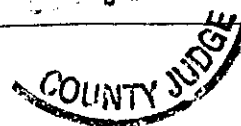
RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:



FINANCIAL SUMMARY:

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



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

Copies with back-up to:

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RECOMMENDATION / ACTION REQUESTED:



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 22, 2005

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

**RE: Variance Request - Property - William E. & Lucille S. Braun
3601 Foster School Rd., Rosenberg, Texas 77471
Recorded in FBC General Warranty Deed #2004149275,
7.141 acre tract of land out of the Richard Zunker 108.224 acre tract (Vol. 57, Pg. 236
FBCDR, and being in the fractional section #81, H&T.R.C.R.R. Survey, Cert. 281
Abstract 245), allowing to divide 7.141 acres into 2 approximate 3.57 acre tracts to be
split for residential use, Fort Bend County, Texas**

Dear Commissioner Stavinoha:

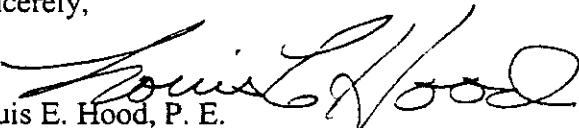
Fort Bend County Engineering is in receipt of the letter from William E. & Lucille S. Braun, requesting a variance to allow a 7.141 acre tract to be divided into 2 ± 3.57 acre tracts located at 3301 Foster School Road.

After reviewing the conditions, it is recommended that a variance be granted permitting William E. & Lucille S. Braun to split the tract to create approximately equal size tracts. (See attached survey).

Under the Fort Bend County Regulations of Subdivisions as described in Section 2.2 I, Commissioners Court can grant an exception to the regulations and not require a subdivision plat to be filed for this division of land.

Should you have any questions please do not hesitate to call 281-633-7510.

Sincerely,


Louis E. Hood, P. E.
First Assistant County Engineer

LEH/mjs

cc: Judge Robert E. Hebert, County Judge
Mr. Bud Childers, FBC County Attorney
File

P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366

NAME: William E & Lucille S. Braun
ADDRESS: 20611 Oak Forest Road
Damon, Texas 77430
PHONE: 979-553-3171

DATE: February 18, 2005

TO: Tom Stavinoha,
Fort Bend County Commissioner
Precint 1

CC: FBC Engineering
FBC Health Department

SUBJECT: Variance Request

I am requesting a variance to the Fort Bend County Regulations of Subdivisions as described in Section 2.2 I, to Commissioners Court to grant an exception to the regulations and not require a subdivision plat for the property described below:

Property Address: 3601 Foster School Road

Property Survey & Abstract: 7.141 acre tract of land out of the Richard Zunker
108.224 acre tract (vol. 57, Pg. 236 FBCDR, and
being in the fractional section #81, H. & T.C. RR
Co. Survey, Cert. 281 Abstract 245, FBC Texas

Tax Account Number: 0245-00-081-0057-901

Owners of Record: William E Braun and wife, Lucille S. Braun

Division Request: To divide 7.141 acres into 2 approximate 3.57 acre tracts to be
split for residential use

Further Description: Both tracts shall front Foster School Road

Attachments: Survey Map
Deed
Health Department approval – okay per Angela Snook,

Environmental Health (2-15-05)

Your consideration of this request is appreciated.

Sincerely,

William E. Braun

(signature)

Name *William E. Braun*

NOT TO SCALE

DRAWN BY: WILLIAM E. BRAUN
DATE: 02/06/05 4550 FOSTER SCHOOL RD
NEEDVILLE, TX 77461
PH#: 979-553-3171

AS PER ORIGINAL

3.571 AC
PROPOSED

BUILDING SITE FOR NEW
HOME - PLAN ATTACHED HERETO.

3.570 AC
PROPOSED

FOR FUTURE SALE
OR
RESIDENTIAL HOME
DEVELOPMENT

WATER
WELL TO BE
LOCATED IN GARAGE

99'
67.0'
LOCATION
OF
NEW
RESIDENCE
42'

SEPTIC
RELEASE
TO BE IN
THIS
AREA

260.0'

PROPOSED (SPLIT) TO DIVIDE
7.141 AC TRACT INTO TWO
APPROXIMATELY EQUAL
3.57 AC TRACTS

10' WIDE UTILITY EASEMENT, IF NEEDED

PROPOSED DRIVEWAY

20'
CULVERT
HERE

3601 FOSTER SCHOOL RD.

3621 FOSTER SCHOOL RD.

192.55'

192.54'

385.09'

FOSTER SCHOOL ROAD

AS PER ORIGINAL

S 44° 53' 30" E - 230.00'

1732.00
1732.00

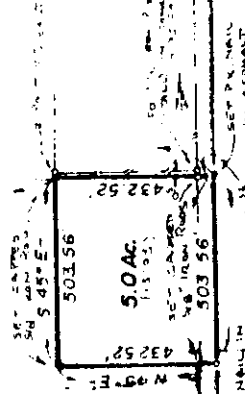
50 1/2" IRON
PIPE IN CONC.

2407.68'

108.202 Acres Total
(301 3,200.1)

N 44° 43' 40" E - 1963.82'

S 45° W - 1959.24'



2398.34'

Foster School Rd

1732.00
1732.00

Engineering Agenda Item for
Commissioners Court
March 1, 2005

23B

Take all appropriate action to authorize publication of notice for modifications to Fort Bend County Regulations of Subdivisions. (Fund: 045-4010)

AGENDA ITEM

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

DATE SUBMITTED: 2/15/05
3-1-05

SUBMITTED BY: Louis Hood
DEPARTMENT: Engineering
PHONE NO: 281-341-8606

COURT AGENDA DATE: 2/22/05

SUMMARY OF ITEM: Take all appropriate action on order adopting an amendment to Fort Bend County Regulations of Subdivisions to add Section 7-Green Space Regulations, and Appendix W, Pct. 1,2,3, and 4.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

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

DATE SUBMITTED: 2/23/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: (043) ENGINEERING #

COURT AGENDA DATE: 3/1/05

PHONE NO.: (281) 633-7507

SUMMARY OF ITEM: **SUBDIVISION REGULATIONS**

D'NEAL + Louis put on

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()

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

If by E-Mail to ospindon@co.fort-bend.tx.us

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RECOMMENDATION / ACTION REQUESTED:

SECTION 7 - Green Space Regulations

7.0 Definitions

Green Space: Any public or private land that would serve as an area to provide relaxation or recreation to all residents within a specific subdivision. Green space may be used for active or passive activities. It may be an open field, or it may or may not have improvements such as benches, shade structures, playground equipment, or trails located within the boundaries of the property.

Walking Trail: An improved minimum four foot wide path consisting of a material conducive to walking, running, strolling, or cycling. Crushed granite, concrete, and asphalt are considered appropriate surface materials for walking trails. Dirt or sod trails will not be considered improved trails.

7.1 Subdivision Green Space Requirements

Authority for these regulations is given in V.T.C.A., Local Government Code §232.101, Subchapter E (SB873).

- A. Subdivision plats that are filed in Fort Bend County shall contain a community green space dedication at a ratio of $\frac{1}{4}$ acre of green space for every 100 lots. Green space areas must be no smaller in size than $\frac{1}{4}$ acre and must be at least 20 feet in width in order to provide access and sufficient useable area.
 - 1. Landscape setbacks and ditch right-of-ways along roadways, will not be considered green space unless they are wider than required by County or City regulations.
 - 2. Pipeline easements will be accepted as green space if they contain an improved walking trail as defined previously.
 - 3. Detention easements, excluding the actual detention pond area, will be accepted as green space if they contain an improved walking trail of sufficient width.
- B. Subdivision plats that contain less than 100 lots shall dedicate a minimum of $\frac{1}{4}$ acre of green space.
- C. Plats that have lots 1 acre in size or larger are exempt from the green space requirement.
- D. In projects that have multiple sections of lots, the green space requirement may be set aside outside the plat boundaries provided that the multiple plats previously recorded meet the dedication requirements and definition.
 - 1. Access to green space areas outside the boundaries of the plat must not have an at grade crossing of a major thoroughfare in order to receive credit.
 - 2. Access to green space areas outside the boundaries of the plat shall be located within a maximum $\frac{1}{4}$ mile radius of all residences within the subdivision plat.
- E. Plats located within the extraterritorial jurisdiction of a city that have applicable green space or open space requirements are exempt from the Fort Bend County green space requirement only if said requirements meet or exceed those imposed by the County.

- F. The payment of a fee in lieu of a green space dedication will not be accepted.

7.2 Maintenance and Ownership

For the purposes of upkeep, permanent maintenance and ownership responsibilities of dedicated green space shall be conveyed to either an existing or newly formed entity established for the subdivision, and **must be identified** upon the recording of the final plat.

7.3 Green Space along Major Thoroughfares

The following requirements shall apply to all development, single family or commercial, that is either adjacent to or surrounds a Fort Bend County major thoroughfare.

- A. Landscape Reserves:
1. An additional 10 feet of land on each side of a major thoroughfare right of way shall be dedicated as landscape reserves.
 2. There shall be a minimum of two 30-gallon trees, selected from the required list, planted on each side of a major thoroughfare within the landscape reserve for every 100 lineal feet of roadway platted. The trees may be clustered or evenly spaced, as long as, the minimum number of trees are planted based on the overall length of the roadway. For a list of specific types of trees that will be considered acceptable, see *Appendix W*. In addition to trees, landscape reserves shall be covered with grass, ground cover, and/or shrubs and have an irrigation system that will provide full coverage for all vegetation within the reserve.
 3. Entities responsible for the permanent maintenance and ownership of dedicated reserves must be identified upon the recording of the final plat.
 4. Dry utility easements shall not overlap with the landscape reserve except in instances where the utility must make a perpendicular crossing through the reserve. Water, sewer, and drainage easements granted to and accepted by political subdivisions may overlap with the landscape reserve.
- B. The trees must be healthy, free of disease, and in place prior to the beginning of the one year maintenance period inspection. At the end of the one-year maintenance period, the developer shall be required to replace any trees that have perished, with a similar tree in a condition acceptable to the county, in order for the county to accept the project.
- C. Building Setbacks:
1. In instances where lots back up to a major thoroughfare, a rear building setback of not less than 15 feet from the common lot/landscape reserve line shall be provided.

- D. Driveways:
1. Lots, tracts, and reserves within the County, unless the FBC Commissioners Court otherwise approves, shall conform to the following minimum requirements:
 - a. Each residential lot, tract or reserve shall front on and have access from a dedicated public street. Any residential lot, tract or reserve having access only from an alleyway, easement or any right-of-way other than a dedicated public street, shall not be permitted. No residential lot shall have access to a major thoroughfare except under the following conditions:
 - (1) The lot shall have a minimum frontage on the major thoroughfare of one hundred seventy-five (175) feet, and
 - (2) The lot shall contain a minimum area of one (1) acre, and
 - (3) The lot shall provide access to the major thoroughfare via one (1) driveway only, having a maximum width of twenty (20) feet, measured at the right-of-way line, and shall have a minimum radius of twenty-five (25) feet at the point of connection to the paving of the major thoroughfare, and
 - (4) Access driveways shall be located in accordance with the following:
 - (a) Greater than one hundred (100) feet from a street intersection as measured from the center of the driveway to the right-of-way line of the street intersecting the major thoroughfare, and
 - (b) Greater than sixty-five (65) feet from a property line as measured from the centerline of the driveway.
 2. The width of the lot shall be measured at the property line/right-of-way from the front building line. The width of cul-de-sacs and radial lots shall be measured at the property line using a cord or straight line. A lot area size shall be computed inclusive of all easements.

7.4 Tree Preservation Credit

- A. There shall be a credit given toward the tree requirement for the preservation of any existing tree, other than a Chinese Tallow or Hackberry tree, located within the dedicated landscape reserve. This credit will only be granted for the preservation of trees and shall be given

at a ratio of 1:1 for trees 3-6 inches in diameter and 1-1/2:1 for any tree over 6 inches in diameter. The diameter shall be measured at a point 12 inches above the ground. In order to preserve the trees during the construction of the subdivision, the tree or cluster of trees shall be surrounded by a 4-foot high orange plastic wind fence installed and maintained at the extent of the trees' drip line for the duration of the construction phase. Fill material must not be placed within the drip line of any tree during or after construction activity. If fill is placed outside of, and completely around a preserved tree, positive drainage must be provided for the tree.

- B. The trees must be in place prior to the beginning of the one year maintenance period inspection. At the end of the one year maintenance period, the developer shall be required to replace any trees that have perished, with similar trees that are acceptable to the county.

7.5 Effective Date of Regulations

The regulations contained in this section shall be effective on the date of acceptance of this section by the Fort Bend County Commissioners Court. Preliminary plats, located within the extraterritorial jurisdiction of a city, that have been approved by the city, are exempt from these regulations, provided the final plat is recorded within two year of the date of preliminary approval.

END OF SECTION SEVEN

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

DATE SUBMITTED:02/23/05

SUBMITTED BY: Thomas Anderson

AGENDA

DEPARTMENT: Human Resources

24

COURT AGENDA DATE: 03/01/05

PHONE NO.: 281/341-8631

SUMMARY OF ITEM:

Take all appropriate action to approve transition pay for Position No. 078-0002 in the Records Management Department from April 4, 2005 through April 29, 2005.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

**FINANCIAL SUMMARY:**

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()

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

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

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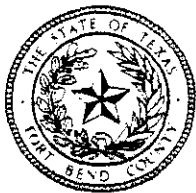
(X) Auditor	(281-341-3774)	(X) Comm. Pct. 1	(281-342-0587)
(X) Budget Officer	(281-344-3954)	(X) Comm. Pct. 2	(281-403-8009)
(X) County Attorney	(281-341-4557)	(X) Comm. Pct. 3	(281-242-9060)
() Purchasing Agent	(281-341-8642)	(X) Comm. Pct. 4	(281-980-9077)
(X) County Clerk	(281-341-8697)		

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RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action to approve transition pay for Position No. 078-0002 in the Records Management Department from April 4, 2005 through April 29, 2005.



COUNTY PURCHASING AGENT

Fort Bend County, Texas

26

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on March 1, 2005

Consent Agenda:

1. Accept bond renewal for Gilbert Jalomo, County Purchasing Agent, through March 2007.
2. Authorize the renewal of the following term contracts:
 - a. Bid 03-062 – Carpet;
 - b. Bid 03-076 – Elevator maintenance at Jail;
 - c. Bid 04-050 - Toner and ink cartridges;
 - d. Bid 04-065 – Pavement marking;
 - e. Bid 04-066 – Fasteners and shop supplies.

Regular Agenda:

1. Take all appropriate action to purchase the following from State of Texas CISV vendors:
 - a. Communication equipment from Audio Visual Technologies Group, Inc., in an amount not to exceed \$306,000. (Funding: Emergency Management grant UASI 04)
 - b. Communication equipment from Motorola, Inc., in an amount not to exceed \$195,000. (Funding: Emergency Management grant UASI II 03)
 - c. Computer maintenance from Mark III Systems, Inc., in an amount not to exceed \$55,000.00 (Funding: MIS 4010)
2. Take all appropriate action to purchase one (1) pickup truck for Parks Department.
3. Take all appropriate action on price increase request from Morse Wholesale pursuant to Bid 03-012.

cc with full package:

Commissioner Stavinoha
Commissioner Prestage
Commissioner Meyers
Commissioner Patterson

~~Blaine Wilson~~
Ed Sturdivant
Jim Edwards
Bud Childers

cc:

Jeff Braun – OEM
Connie Heinecke - MIS
Carol Holub - MIS
Mike Davis - Parks

Proposal Prepared For:

26 A-1



4910 Wright Rd., Suite 100 Stafford, Tx. 77477
PH: 281-240-2100 FAX: 281-240-2250
www.avtg.com

Port Bend County
Company: Emergency Management
Address: 307 Fort Street
City/State/Zip: Richmond, TX 77469-4428
Contact: Denny Jao
Telephone #: (281)342-4183
Email: jandanny@co.fort-bend.tx.us
Fax #: (281)342-4798

Quote #: RevC-PortBendCay-DJao-OEM-RevA-110504
Date: 11/22/04

Equip.	Project	System	Manufacturer	Model #	Qty	Unit Price	Ext Price	\$185,067.76	\$185,067.76
EMERGENCY OPERATIONS CENTER									
2	5000 Lumen XGA Dual Lamp Native Video Projector	PANASONIC	PAN_PTD-5500U	2	\$	6,243.75	\$	12,487.50	
3	Video Projector Mounting Brackets	CHIEF	CHI_RPA-059	2	\$	170.83	\$	341.25	
4	Mounting Assembly Suspension Pole	AVTG	AVT_CUSTPOLE	2	\$	43.75	\$	87.50	
5	Ceiling Deck Mounting Flange	CHIEF	CHI_CMA-110	2	\$	51.83	\$	103.25	
6	69" x 92" PermWall Video Projection Screens	DA-LITE	DAL_40547	2	\$	510.00	\$	1,020.00	
7	Workstation Monitor Loopback Distribution Amps	EXTRON	EXT_60-506-21	22	\$	343.75	\$	7,562.50	
8	Distribution Amplifier Mounting Brackets	EXTRON	EXT_70-077-01	22	\$	31.25	\$	687.50	
9	PC + Audio Connectivity Wall Plate	PANCLCRAFTERS	WHI_15318-E	8	\$	45.00	\$	360.00	
10	EOC Coord. Display Viewing Monitor	NEC/MIT	NEC_ASLCD51V-BK	2	\$	702.08	\$	1,404.17	
11	EOC Coord. Monitor Loopback Distribution Amps	EXTRON	EXT_60-506-01	2	\$	162.50	\$	325.00	
12	EOC Coord. Distribution Amplifier Mounting Brackets	EXTRON	EXT_70-077-01	2	\$	31.25	\$	62.50	
13	Combination DVD/VCR/CD/TUNER Unit	PANASONIC	PAN_PVD-4745S	1	\$	225.00	\$	225.00	
14	Combo Unit Line Doubling Scaler to XGA	EXTRON	EXT_IN1402	1	\$	818.75	\$	818.75	
15	1RU 1/2 Width Rackhalf for Line Doubler	EXTRON	EXT_IN8080	2	\$	43.75	\$	87.50	
16	1/2 Width Blank Plate	EXTRON	EXT_IN8085B	1	\$	43.75	\$	43.75	
17	Document Camera	ELMO	ELMO_EV200AF	1	\$	1,562.50	\$	1,562.50	
18	Document Camera S-Video Wallplate	PANCLCRAFTERS	WHI_S-Video	1	\$	43.75	\$	43.75	
19	Document Camera Line Doubling Scaler to XGA	EXTRON	EXT_IN1402	1	\$	818.75	\$	818.75	
20	Additional Video Support Scaler	EXTRON	EXT_IN1402	1	\$	818.75	\$	818.75	
21	DocCam & Video Support Connectivity Wallplate	PANCLCRAFTERS	WHI_140062-2S-IN	1	\$	100.00	\$	100.00	
22	32 x 32 Ultra-Wideband Audio Visual Matrix Switcher	EXTRON	EXT_60-469-01	1	\$	25,900.00	\$	25,900.00	
23	Video Projector Network Card	D-Link	DLI_DFE-670TXD	2	\$	56.25	\$	112.50	
24	Quad-View Windowing Processor (2)	RGB Spectrum	RGB_QV-Plus	2	\$	8,747.50	\$	17,495.00	
25	Mounting Brackets (2)	RGB Spectrum	RGB_5717	2	\$	110.00	\$	220.00	
26	XGA to Video Downscaler for Video Capture	EXTRON	EXT_60-476-01	1	\$	968.75	\$	968.75	
27	Event Capture Recording VCR	PANASONIC	PAN_PV-VS4821	1	\$	200.00	\$	200.00	
28	6.5" LCD Event Capture Preview Monitor	PARTSEXPRESS	PEX_205-048	1	\$	197.50	\$	197.50	
29	4-Space Monitor Plate	MID-ATLANTIC	MID_PSHL-4	1	\$	11.93	\$	11.93	
30	Plate Punchout	AVTG	AVTG_LAB	1	\$	93.75	\$	93.75	
31	Audio / Visual Control System	CRESTRON	CRE_CNMSX-PRO2	1	\$	2,250.00	\$	2,250.00	
32	Volume Control Card	CRESTRON	CRE_C2-VEQ4	1	\$	468.75	\$	468.75	
33	15" Wired Color Touchpanel Interface	CRESTRON	CRE_TPS-6000	1	\$	6,875.00	\$	6,875.00	
34	Ethernet Card for Control System Processor	CRESTRON	CRE_C2ENET-1	1	\$	437.50	\$	437.50	
35	Additional RS-232 Control Cards	CRESTRON	CRE_C2COM3	2	\$	437.50	\$	875.00	
36	IR Probes	CRESTRON	CRE_IRP2	8	\$	31.25	\$	250.00	
37	Video Sensor	CRESTRON	CRE_STVS	1	\$	437.50	\$	437.50	
38	Crestron Expansion Rackshelf	CRESTRON	CRE_STRMK	1	\$	93.75	\$	93.75	
39	Network Terminator Term Block-RJ11	CRESTRON	CRE_CNRL111	1	\$	93.75	\$	93.75	
40	60 Watt Audio Amplifier Mixer	TOA	TOA_A906MKII	1	\$	388.75	\$	388.75	
41	Equipment Rack Amplifier Mounting Brackets	TOA	TOA_MB25B	1	\$	31.25	\$	31.25	
42	Audio Input Module	TOA	TOA_U-1R	1	\$	25.60	\$	25.60	
43	8" Commercial Quality In-Ceiling Speakers	JBL	JBL_CONTROL26CT	6	\$	126.25	\$	757.50	
44	23" Flat-Panel LCD Monitors with TV Tuner	LG	LG_RU23LZ21	4	\$	1,703.75	\$	6,815.00	
45	Dual Swing-Out LCD Mounting Bracket	PEERLESS	PER_LCWL	4	\$	115.00	\$	460.00	
46	RF Access Wallplate	AVTG	AVT_MAT_RFPLATE	4	\$	6.25	\$	25.00	
47	IP Cameras for internally Local Access	AXIS	AXI_0126-014-01	2	\$	1,050.00	\$	2,100.00	
48	Wall Mount	ADI	ADI_SOGST125	2	\$	12.50	\$	25.00	
49	IP Camera CAT-5 Audio Module	AXIS	AXI_0143-004-01	1	\$	273.75	\$	273.75	
50	Front IP Camera Ceiling Microphone	SHURE	EZOW	1	\$	130.55	\$	130.55	
51	Audio Visual Equipment Rack	MID-ATLANTIC	MID_ERK-4425-LRD	1	\$	437.28	\$	437.28	
52	1-Space Blank Header Plate	MID-ATLANTIC	AVTG-BL-1	1	\$	5.91	\$	5.91	
53	Power Outlet, Sequencer and Conditioner	MID-ATLANTIC	MID_PD915R	2	\$	68.53	\$	137.05	
54	Clamping Rack shelves for Recording VCR and DVD	MID-ATLANTIC	MID_RC-3	2	\$	46.20	\$	92.40	
55	LD, EQ4, VSC Clamping Rack Shelf	MID-ATLANTIC	MID_RC-3	1	\$	46.20	\$	46.20	
56	4-Space Vented Space	MID-ATLANTIC	MID_VT-4	1	\$	121.58	\$	121.58	
57	Rack Wiring Horizontal Lacer Bars	MID-ATLANTIC	MID_LBP-1R	1	\$	33.53	\$	33.53	
58	Rear Rack Rails	MID-ATLANTIC	RRF45	1	\$	54.13	\$	54.13	
INTERNAL CABLING									
59	DVD Line Doubler to Switcher Cable	EXTRON	EXT_26-533-02	1	\$	30.00	\$	30.00	
60	DocCam Line Doubler to Switcher Cable	EXTRON	EXT_26-533-02	1	\$	30.00	\$	30.00	
61	DocCam Wallplate to Line Doubler Cable	EXTRON	EXT_26-542-01	1	\$	15.00	\$	15.00	
62	Camera Line Doubler to Switcher Cable	EXTRON	EXT_26-533-02	1	\$	30.00	\$	30.00	
63	Camera Wallplate to Line Doubler Cable	EXTRON	EXT_26-542-01	1	\$	15.00	\$	15.00	
64	F-5BNC - M-HD15 Crossconnect Cables	EXTRON	EXT_26-531-01	30	\$	26.25	\$	787.50	
65	RGBHV Data and Display Cabling - Spool	LIBERTY	LIB_RGB5C-PLM	4	\$	1,350.00	\$	5,062.50	
66	Cresnet Cabling	LIBERTY	LIB_Cresnet	1	\$	250.00	\$	250.00	
67	Audio and RS232 Cabling - Lot	CSC	CSC_18/2S	1	\$	312.50	\$	312.50	
68	Male BNC Connectors	LIBERTY	LIB_112491-10	260	\$	1.79	\$	464.75	
69	3.5mm Male Audio Connectors	AVTG	AVT_MAT-3.5mmConn	20	\$	1.88	\$	37.50	
COMMAND & CONTROL OFFICE									
70	42" Wide XGA Gas Plasma Monitors	NEC	NEC_PX-42XM3A	2	\$	4,026.25	\$	8,052.50	
71	Gas Plasma Tilting Wall Mount Bracket	CHIEF	CHI_GTU210S	2	\$	178.75	\$	357.50	
72	PC + Audio Connectivity Wall Plate	PANCLCRAFTERS	WHI_15318-E	1	\$	45.00	\$	45.00	
73	Workstation Monitor Loopback Distribution Amp	EXTRON	EXT_60-506-01	1	\$	150.00	\$	150.00	
74	Distribution Amplifier Mounting Brackets	EXTRON	EXT_70-077-01	1	\$	31.25	\$	31.25	
75	23" Flat-Panel LCD Monitors with TV Tuner	LG	LG_RU23LZ21	2	\$	1,703.75	\$	3,407.50	
76	Dual Swing-Out LCD Mounting Bracket	PEERLESS	PER_LCWL	2	\$	115.00	\$	230.00	
77	10" Wireless Color Touchpanel	CRESTRON	CRE_TPS-4000	1	\$	3,125.00	\$	3,125.00	
78	Touchpanel Power Supply	CRESTRON	CRE_PW-2420RU	1	\$	156.25	\$	156.25	
79	Custom ORING Wallplate for Wall cabling egress	AVTG	AVT_MAT-ORING	2	\$	10.00	\$	20.00	
80	RF Access Wallplate	AVTG	AVT_MAT_RFPLATE	2	\$	6.25	\$	12.50	
RADIO ROOM									
81	Workstation Monitor Loopback Distribution Amp	EXTRON	EXT_60-506-01	1	\$	150.00	\$	150.00	
82	Distribution Amplifier Mounting Brackets	EXTRON	EXT_70-077-01	1	\$	31.25	\$	31.25	
83	42" Wide XGA Gas Plasma Monitors	NEC	NEC_PX-42XM3A	1	\$	2,590.00	\$	2,590.00	
84	Gas Plasma Tilting Wall Mount Bracket	CHIEF	CHI_GTU210S	1	\$	178.75	\$	178.75	

Confidentiality Statement:

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82	PC + Audio Connectivity Wall Plate	PANELCRAFTERS	WHI_15318-E	1	\$	45.00	\$	45.00
83	External Metal Cable Conduit	AVTG	AVT_MAT	1	\$	18.75	\$	18.75
84	External Single A/V Gangbox	AVTG	AVT_MAT	1	\$	12.50	\$	12.50
85	23" Flat-Panel LCD Monitors with TV Tuner	LG	LG_RU23LZ21	1	\$	1,703.75	\$	1,703.75
86	Dual Swing-Out LCD Mounting Bracket	PEERLESS	PER_LCWL	1	\$	115.00	\$	115.00
87	Custom ORING Wallplate for Wall cabling egress	AVTG	AVT_MAT-ORING	1	\$	10.00	\$	10.00
88	RF Access Wallplate	AVTG	AVT_MAT_RFPLATE	1	\$	6.25	\$	6.25
				0	\$	-	\$	-
MESSAGE CENTER								
89	Workstation Monitor Loopback Distribution Amp	EXTRON	EXT_60-506-01	1	\$	150.00	\$	150.00
90	Distribution Amplifier Mounting Brackets	EXTRON	EXT_70-077-01	1	\$	31.25	\$	31.25
91	42" Wide XGA Gas Plasma Monitors	NEC	NEC_PX-42XM3A	1	\$	2,590.00	\$	2,590.00
92	Gas Plasma Tilting Wall Mount Bracket	CHIEF	CHI_GTU210S	1	\$	238.33	\$	238.33
93	PC + Audio Connectivity Wall Plate	PANELCRAFTERS	WHI_15318-E	1	\$	33.75	\$	33.75
94	23" Flat-Panel LCD Monitors with TV Tuner	LG	LG_RU23LZ21	1	\$	1,703.75	\$	1,703.75
95	Dual Swing-Out LCD Mounting Bracket	PEERLESS	PER_LCWL	1	\$	115.00	\$	115.00
96	Custom ORING Wallplate for Wall cabling egress	AVTG	AVT_MAT-ORING	1	\$	10.00	\$	10.00
97	RF Access Wallplate	AVTG	AVT_MAT_RFPLATE	1	\$	6.25	\$	6.25
98	1 x 2 Distribution Amplifier for IVR Console Connection to Plasma	EXTRON	EXT_60-506-21	1	\$	343.75	\$	343.75
				0	\$	-	\$	-
PURCHASING & AUDITOR OFFICE								
99	Workstation Monitor Loopback Distribution Amp	EXTRON	EXT_60-506-01	1	\$	150.00	\$	150.00
100	Distribution Amplifier Mounting Brackets	EXTRON	EXT_70-077-01	1	\$	31.25	\$	31.25
101	42" Wide XGA Gas Plasma Monitors	NEC	NEC_PX-42XM3A	1	\$	2,590.00	\$	2,590.00
102	Gas Plasma Tilting Wall Mount Bracket	CHIEF	CHI_GTU210S	1	\$	178.75	\$	178.75
103	PC + Audio Connectivity Wall Plate	PANELCRAFTERS	WHI_15318-E	1	\$	45.00	\$	45.00
104	Workstation Monitor Loopback Distribution Amp	EXTRON	EXT_60-506-01	1	\$	150.00	\$	150.00
105	Distribution Amplifier Mounting Brackets	EXTRON	EXT_70-077-01	1	\$	31.25	\$	31.25
106	PC + Audio Connectivity Wall Plate	PANELCRAFTERS	WHI_15318-E	1	\$	45.00	\$	45.00
107	23" Flat-Panel LCD Monitors with TV Tuner	LG	LG_RU23LZ21	1	\$	1,703.75	\$	1,703.75
108	Dual Swing-Out LCD Mounting Bracket	PEERLESS	PER_LCWL	1	\$	115.00	\$	115.00
109	Custom ORING Wallplate for Wall cabling egress	AVTG	AVT_MAT-ORING	1	\$	10.00	\$	10.00
110	RF Access Wallplate	AVTG	AVT_MAT_RFPLATE	1	\$	6.25	\$	6.25
				0	\$	-	\$	-
PHONE BANK								
111	Workstation Monitor Loopback Distribution Amp	EXTRON	EXT_60-506-01	1	\$	150.00	\$	150.00
112	Distribution Amplifier Mounting Brackets	EXTRON	EXT_70-077-01	1	\$	31.25	\$	31.25
113	42" Wide XGA Gas Plasma Monitors	NEC	NEC_PX-42XM3A	1	\$	2,590.00	\$	2,590.00
114	Gas Plasma Tilting Wall Mount Bracket	CHIEF	CHI_GTU210S	1	\$	178.75	\$	178.75
115	PC + Audio Connectivity Wall Plate	PANELCRAFTERS	WHI_15318-E	1	\$	45.00	\$	45.00
116	External Metal Cable Conduit	AVTG	AVT_MAT	1	\$	18.75	\$	18.75
117	External Single A/V Gangbox	AVTG	AVT_MAT	1	\$	12.50	\$	12.50
118	23" Flat-Panel LCD Monitors with TV Tuner	LG	LG_RU23LZ21	1	\$	1,703.75	\$	1,703.75
119	Dual Swing-Out LCD Mounting Bracket	PEERLESS	PER_LCWL	1	\$	115.00	\$	115.00
120	Custom ORING Wallplate for Wall cabling egress	AVTG	AVT_MAT-ORING	1	\$	10.00	\$	10.00
121	RF Access Wallplate	AVTG	AVT_MAT_RFPLATE	1	\$	6.25	\$	6.25
				0	\$	-	\$	-
				0	\$	-	\$	-
				0	\$	-	\$	-
MEDIA ROOM								
122	42" Wide XGA Gas Plasma Monitors	NEC	NEC_PX-42XM3A	2	\$	4,026.25	\$	8,052.50
123	Gas Plasma Tilting Wall Mount Bracket	CHIEF	CHI_GTU210S	2	\$	178.75	\$	357.50
124	Projector Connectivity Wall Plate	PANELCRAFTERS	WHI_14006	1	\$	111.67	\$	111.67
125	3000 Lumen XGA Native Video Projectors	NEC	NEC_VT-770	1	\$	3,275.00	\$	3,275.00
126	Video Projector Mounting Brackets	CHIEF	CHI_RPA-059	1	\$	170.83	\$	170.83
127	Mounting Assembly Suspension Pole	AVTG	AVT_CUSTPOLE	1	\$	43.75	\$	43.75
128	Ceiling Deck Mounting Flange	CHIEF	CHI_CMA-110	1	\$	51.63	\$	51.63
129	36" Oak Vanner Presentation Lectern	SOUND-CRAFT	SOU_JZB30804-6	1	\$	3,353.75	\$	3,353.75
130	18" Flexible Gooseneck Cardioid Lectern Microphone	SHURE	SHU_MX418D/C	1	\$	291.88	\$	291.88
131	Laptop Connectivity Plates with Audio @ Lectern	PANELCRAFTERS	WHI_15318-E	1	\$	45.00	\$	45.00
132	Floorbox A/V Connectivity Plate	PANELCRAFTERS	WHI_CustomFrbxPlate	1	\$	125.00	\$	125.00
133	EOC Overflow Workstation Distribution Amplifiers with Audio (Move One to Jbraun's Office and One to the Library)	EXTRON	EXT_60-506-21	2	\$	458.33	\$	916.67
134	Distribution Amplifier Mounting Brackets (Move One to JBrauns Office and One to the Library)	EXTRON	EXT_70-077-01	2	\$	31.25	\$	62.50
135	60" x 80 Manual Video Projection Screen in Video Format	DALITE	DAL_40237	1	\$	228.75	\$	228.75
136	60 Watt Audio Amplifier Mixer	TOA	TOA_A906MKII	1	\$	398.75	\$	398.75
137	Equipment Rack Amplifier Mounting Brackets	TOA	TOA_MB25B	1	\$	-	\$	-
138	Audio Input Module for Laptops and Video	TOA	TOA_U03R	3	\$	50.60	\$	151.80
139	Audio Input Module for Microphone	TOA	TOA_M01F	1	\$	25.60	\$	25.60
140	8" Commercial Quality In-Ceiling Speakers	JBL	JBL_CONTROL26CT	6	\$	126.25	\$	757.50
141	Event Capture Recording VCR	PANASONIC	PAN_PV-VS4621	1	\$	200.00	\$	200.00
142	25" Laptop #1 Wallplate to Video Projector Plenum Cable	EXTRON	EXT_26-439-04	1	\$	102.50	\$	102.50
143	25" Laptop #1 Wallplate Audio to Video Projector Cable	EXTRON	EXT_26-571-07	1	\$	6.25	\$	6.25
144	50" Lectern Laptop #2 Wallplate to Video Projector Plenum	EXTRON	EXT_26-439-05	1	\$	161.25	\$	161.25
145	50" Lectern Laptop #2 Audio Wallplate to Video Projector	AVTG	AVT_CUST3.5-50	1	\$	15.00	\$	15.00
146	50" S-Video DVD/VCR Cabling to Video Projector	EXTRON	EXT_26-318-05	1	\$	-	\$	-
147	100' Audio and Speaker Cabling	CSC	CSC_18/25	100	\$	0.94	\$	93.75
148	External Metal Cable Conduit	AVTG	AVT_MAT	1	\$	50.00	\$	50.00
149	External Single A/V Gangbox	AVTG	AVT_MAT	3	\$	6.25	\$	18.75
150	Custom ORING Wallplate for Wall cabling egress	AVTG	AVT_MAT-ORING	2	\$	10.00	\$	20.00
151	Stage Connectivity Floorbox	Wiremold/Walker	WIR_RFB-8	0	\$	-	\$	-
				0	\$	-	\$	-
VIRTUAL VIDEOCONFERENCING								
152	Qual XGA Monitor Mobile Videoconferencing System with Natural Presenter Software and Multi-Site Capability of 8 Sites, 8Mbps in Multi mode / 2 Mbps in ISDN	TANDBERG	TAN_112806243	1	\$	31,328.18	\$	31,328.18
153	TANDBERG 6000 MXP 2 Mbps ISDN / Ext. Net. / 6 Mbps IP	TANDBERG	TAN_111597	1	\$	2,075.58	\$	2,075.58
154	Tandberg/AMD VTC Customer Core Service Policy	TANDBERG	TAN_112600243S05	1	\$	1,837.50	\$	1,837.50
155	DVD/VCR/CD/TUNER Combo (1)	PANASONIC	PVD-4743S	1	\$	225.00	\$	225.00
				0	\$	-	\$	-
				0	\$	-	\$	-
						Quote TTL:	\$198,087.76	

133	Installation / Engineering&Design / Services / Integration / Shipping			Hrs.	Unit Sell Price	\$110,166.48	\$110,166.48
	Services						
	Control System Design & Programming						
	Touch Panel Design	AVTG	10	\$105	\$1,050		
	Control System Programming	AVTG	30	\$105	\$3,150		
	System Debug / Commissioning	AVTG	8	\$90	\$720		
			48		\$4,920		
	Documentation/CAD	AVTG					
	Documentation Materials/Submittal Copies	AVTG	# Sets	1	\$263	\$263	
	Documentation Labor	AVTG	25.6	\$55	\$1,412		
	Project Management	AVTG	129	\$88	\$11,284		

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Engineering	AVTG		\$16	\$91	\$4,681
Field Installation	AVTG		645	\$74	\$47,875
Labor (column Q)	AVTG	Miles Round Trip X # Techs X #	480	\$0.43	\$207
Travel - Mileage (RT = 24MILES)	AVTG	Trips →	3	\$74	\$223
Travel - Time (RT = 45 MINUTES)	AVTG	# Techs X RT Time →	65	\$72	\$4,666
Pre-Installation Assembly	AVTG		1.9	\$2,511	\$4,881
P-I Labor (Column R)	Lot		4	\$71	\$283
P-I Materials	AVTG	#Hours	1	\$3,081	\$3,081
Training	Lot		1	\$11,705	\$11,705
Misc. Cables/Connectors/Hardware	AVTG		1	\$8,750	\$8,750
Maintenance/Warranty	AVTG				\$104,231
Overhead					
Warranty - 1st Year ON-Site "Peace of Mind"					
Total Services					
Shipping / Delivery / Handling / Insurance	Required			\$8,935	\$8,935
					110,166.46

Required Investment Summary			Ext. Quote	Ext. Quote
System Equipment			\$198,088	\$198,088
Labor & Services			\$104,231	\$104,231
Shipping / Handling / Insurance			\$8,935	\$8,935
Sub-Total:			\$308,253	\$308,253
Sales TAX (x the correct box)		Tax Rate		
All Non-Taxable	x	0.00%		\$0
All Taxable		8.25%		\$0
Labor Only Non-Taxable		8.25%		\$0
Total With Sales Tax				\$308,253

Terms & Conditions

Installation rates are based on work to be performed during regular business hours (M to F, 8:00AM to 5:00PM)
 Project Total includes Regular shipping and handling charges.

Project Exclusions: The following work is not included in our scope of work:

- Architectural drawings unrelated to A/V Systems and integration;
- Ceiling grid/tile modifications normal to ceiling contractor
- Light Fixture installation/relocation; Motorized drapes/curtain installation (unless proposed)
- HVAC & Plumbing relocation;
- A/C electrical contracting work including but not limited to, conduit, high voltage wiring panels, breakers, relays, hoses, receptacles, etc.
- Structural work or asbestos removal;
- Concrete saw cutting and/or core drilling;
- Fire wall, ceiling, roof, and floor penetrations
- Millwork (moldings, trim, etc.
- Painting and patching
- Permits (unless specifically provided elsewhere in the contract)

AVTG will recommend and/or coordinate any of these upon customer request.

Client is responsible for:

- Installation of any required electrical wiring in reference to the outlined system;
- Structural modifications of any required electrical wiring in reference to the outlined system;
- Electrical conduit and junction boxes when required by electronic system;
- Provision of a representative or contact for the project. This will insure accurate communications between AVTG and Client in the event of questions or problems during the installation.
- Preparation of the facility prior to work beginning
- Access plan for placement of equipment racks and in the facility
- Any Owner-Furnished-Equipment (OFE)-equipment to be included is in good working order and covered under separate warranty or service contract. All OFE in the project shall be listed prior to completion of engineering documentation. Any additional owner-provided equipment introduced after system design/engineering may result in additional engineering time, drawings etc.
- A Clean-Room environment prior to final electronics system installation.

Projects with custom control system installation and programming should expect a 4 to 6 week lead.

This document is produced to provide integration services for the above referenced project only.

Signing of this document authorizes AVTG to purchase the equipment identified and begin work as contracted.

System Total does not include any applicable State or Local Taxes, unless shown.

Any returned equipment is subject to a 25% restocking fee.

This Proposal is valid for 45 days after the submitted date.

This document and System Design is AVTG Intellectual Property, not intended for outside distribution without written approval from AVTG's System Engineering Department. Dissemination of this document /and/or System Design is subject to Confidentiality Fee of \$1,500 minimum.

AVTG Account Executive

Accepted By:

Date:

UASI II 03

02-16-05 A1135-111N

1/7/2005

EOC Enhancements

Command Star LIGHT

CONSOLE
PACKAGE

Fort Bend County EOC Console

Item	Qty	Part Number	Description	Unit Price	Extended Cost
EOC OP 1					
1	1	L3331	CommandStar Lite for 4 Conv/Digital Channels	\$ 6,071.75	\$ 6,071.75
1a	4	ZA00179AA	Digital Radio Control Module	\$ 876.94	\$ 3,507.76
1b	1	Z118	2 Line Telephone Interface	\$ 423.80	\$ 423.80
1c	1	BLN6732	Dual Footswitch	\$ 86.39	\$ 86.39
1d	2	DDN6516	AUDIO ACCESSORY JACK BOX	\$ 89.65	\$ 179.30
1e	2	CDN6282_R	Headset Amplifier Module Base w/15' Cord	\$ 199.68	\$ 399.35
1f	2	CDN6290	Supra Monaural Headset	\$ 113.00	\$ 226.00
1g	1	DDN6481	Punchblock w/Spark Gap	\$ 330.08	\$ 330.08
1h	1	CDN6301	50' Telco Cable	\$ 34.23	\$ 34.23
1i	1	DDN6335	Junction Box Rack Shelf	\$ 132.03	\$ 132.03
1j	3	L3208	Digital Lite Junction Box	\$ 515.08	\$ 1,545.24
1k	3	ZA00225AA	Junction Box Cable	\$ 19.56	\$ 58.68

Item	Qty	Part Number	Description	Unit Price	Extended Cost
Fire OP 2					
2	1	L3331	CommandStar Lite for 4 Conv/Digital Channels	\$ 6,071.75	\$ 6,071.75
2a	4	ZA00179AA	Digital Radio Control Module	\$ 876.94	\$ 3,507.76
2b	1	Z118	2 Line Telephone Interface	\$ 423.80	\$ 423.80
2c	1	BLN6732	Dual Footswitch	\$ 86.39	\$ 86.39
2d	2	DDN6516	AUDIO ACCESSORY JACK BOX	\$ 89.65	\$ 179.30
2e	2	CDN6282_R	Headset Amplifier Module Base w/15' Cord	\$ 199.68	\$ 399.35
2f	2	CDN6290	Supra Monaural Headset	\$ 113.00	\$ 226.00
2g	1	DDN6481	Punchblock w/Spark Gap	\$ 330.08	\$ 330.08
2h	1	CDN6301	50' Telco Cable	\$ 34.23	\$ 34.23
2i	2	DDN6335	Junction Box Rack Shelf	\$ 132.03	\$ 264.06
2j	3	L3208	Digital Lite Junction Box	\$ 515.08	\$ 1,545.24
2k	3	ZA00225AA	Junction Box Cable	\$ 19.56	\$ 58.68

Item	Qty	Part Number	Description	Unit Price	Extended Cost
Law OP 3					
3	1	L3331	CommandStar Lite for 4 Conv/Digital Channels	\$ 6,071.75	\$ 6,071.75
3a	4	ZA00179AA	Digital Radio Control Module	\$ 876.94	\$ 3,507.76
3b	1	Z118	2 Line Telephone Interface	\$ 423.80	\$ 423.80
3c	1	BLN6732	Dual Footswitch	\$ 86.39	\$ 86.39
3d	2	DDN6516	AUDIO ACCESSORY JACK BOX	\$ 89.65	\$ 179.30
3e	2	CDN6282_R	Headset Amplifier Module Base w/15' Cord	\$ 199.68	\$ 399.35
3f	2	CDN6290	Supra Monaural Headset	\$ 113.00	\$ 226.00
3g	1	DDN6481	Punchblock w/Spark Gap	\$ 330.08	\$ 330.08
3h	1	CDN6301	50' Telco Cable	\$ 34.23	\$ 34.23
3i	2	DDN6335	Junction Box Rack Shelf	\$ 132.03	\$ 264.06
3j	3	L3208	Digital Lite Junction Box	\$ 515.08	\$ 1,545.24
3k	3	ZA00225AA	Junction Box Cable	\$ 19.56	\$ 58.68

Item	Qty	Part Number	Description	Unit Price	Extended Cost
MC3000 OPS 5 - 12					
4	8	L3223	MC3000 DIGITAL DESKET	\$744.60	\$5,956.80
4a	8	DDN6516	AUDIO ACCESSORY JACK BOX	\$93.50	\$748.00
5	2	CDN6224	SNAP ON PLUG, RJ-45 PACK OF 10	\$42.30	\$84.60
5a	1	CDN6220	10 BASE-T PVC CABLE 500 FT	\$86.40	\$86.40
6	3	DDN6335	Junction Box Rack Shelf	\$ 132.03	\$ 396.09
6a	7	L3208	Digital Lite Junction Box	\$ 515.08	\$ 3,605.56
6b	7	ZA00225AA	Junction Box Cable	\$ 19.56	\$ 136.92

Item	Qty	Part Number	Description	Unit Price	Extended Cost
EOC Central Electronics Rack					
7	16	L20URS9PW1 N	10-35W 762-870MHZ XTL 5000 CONSOLETT	\$ 2,193.00	\$ 35,088.00
7a	16	G806	ENH: SOFTWARE ASTRO DIGITAL CAI OPERATION	\$ 437.75	\$ 7,004.00
7b	16	G51	ENH: SMARTZONE OPERATION	\$ 1,275.00	\$ 20,400.00
7c	16	G114	ENH: ENHANCED DIGITAL ID DISPLAY	\$ 63.75	\$ 1,020.00
7d	16	G81	ADD: W9 HW SETUP CONSOLETT	\$ 323.00	\$ 5,168.00
7e	16	L791	ADD: AUDIO INTFC BD XTL5000	\$ 127.50	\$ 2,040.00
7f	16	G24	ADD: TWO YEAR EXPRESS SERVICE	\$ 99.00	\$ 1,584.00
8	3	RDN5627A	84" Aluminum Equipment Rack, Black	\$ 230.65	\$ 691.94
9	16	TRN7466	Aluminum Equipment Shelf, Black	\$ 81.50	\$ 1,304.00
10	1	DSSYS800CSC12	CONTROL STATION COMBINER 12 PORT	\$ 18,700.00	\$ 18,700.00
11	1	DS268903A	DUPLEXER 800 MHZ	\$ 1,404.00	\$ 1,404.00
12	1	RDF4226A	800Mhz Omni Directional Antenna	\$ 93.50	\$ 93.50
13	1	DSSYS800CSC6	CONTROL STATION COMBINER 6 PORT	\$ 10,200.00	\$ 10,200.00
14	1	DS268903A	DUPLEXER 800 MHZ	\$ 1,404.00	\$ 1,404.00
15	1	RDF4226A	800Mhz Omni Directional Antenna	\$ 93.50	\$ 93.50
16	100	L1702	Per Ft 1/2 " Superflex Coax	\$ 3.65	\$ 364.50

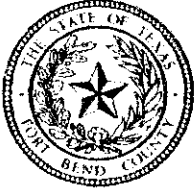
Item	Qty	Part Number	Description	Unit Price	Extended Cost
Radio Room Op 4 With Radios					
17	1	L3331	CommandStar Lite for 4 Conv/Digital Channels	\$ 6,071.75	\$ 6,071.75
17a	2	ZA00179AA	Digital Radio Control Module	\$ 876.94	\$ 1,753.88
17b	1	Z118	2 Line Telephone Interface	\$ 423.80	\$ 423.80
17c	1	Z100AB	Dual Channel Control Modules	\$ 394.46	\$ 394.46
17d	1	BLN6732	Dual Footswitch	\$ 86.39	\$ 86.39
17e	2	DDN6516	AUDIO ACCESSORY JACK BOX	\$ 89.65	\$ 179.30
17f	2	CDN6282_R	Headset Amplifier Module Base w/15' Cord	\$ 199.68	\$ 399.35
17g	2	CDN6290	Supra Monaural Headset	\$ 113.00	\$ 226.00
17h	1	DDN6481	Punchblock w/Spark Gap	\$ 330.08	\$ 330.08
17i	1	CDN6301	50' Telco Cable	\$ 34.23	\$ 34.23
18	1	RDN5627A	84" Aluminum Equipment Rack, Black	\$ 230.65	\$ 230.65
19	2	TRN7466	Aluminum Equipment Shelf, Black	\$ 81.50	\$ 163.00
20	1	DDN6335	Junction Box Rack Shelf	\$ 132.03	\$ 132.03
21	2	L3208	Digital Lite Junction Box	\$ 515.08	\$ 1,030.16
22	2	ZA00225AA	Junction Box Cable	\$ 19.56	\$ 39.12
23	2	L20URS9PW1 N	10-35W 762-870MHZ XTL 5000 CONSOLETTTE	\$ 2,193.00	\$ 4,386.00
23a	2	G806	ENH: SOFTWARE ASTRO DIGITAL CAI OPERATION	\$ 437.75	\$ 875.50
23b	2	G51	ENH: SMARTZONE OPERATION	\$ 1,275.00	\$ 2,550.00
23c	2	G114	ENH: ENHANCED DIGITAL ID DISPLAY	\$ 63.75	\$ 127.50
23d	2	G81	ADD: W9 HW SETUP CONSOLETTTE	\$ 323.00	\$ 646.00
23e	2	L791	ADD: AUDIO INTFC BD XTL5000	\$ 127.50	\$ 255.00
23f	2	G24	ADD: TWO YEAR EXPRESS SERVICE	\$ 99.00	\$ 198.00
24	2	RDF4226A	800Mhz Omni Directional Antenna	\$ 93.50	\$ 187.00
25	50	L1702	Per Ft 1/2 " Superflex Coax	\$ 3.65	\$ 182.25

EQUIPMENT TOTAL \$ 177,723.12

SERVICES AND INSTALLATION \$ 16,923.08

SYSTEM TOTAL

\$ 194,646.20



DIANNE WILSON, Ph.D.
COUNTY CLERK

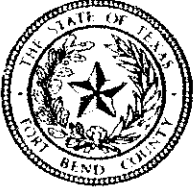
FORT BEND COUNTY CLERK

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

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

Re-Scan Certificate

Title of Document:	Schedule for Services for Remarketers- ServiceSuite and Addendum to IBM Statement of Work for Services
Date of Re-scan:	March 28, 2005
Re-scan Replaces Pages:	238 - 244
Number of Pages: (Including Re-scan Certificate)	14
Scanner:	Alicia Yeomans
Comments:	Additional pages were added.



DIANNE WILSON, Ph.D.
COUNTY CLERK

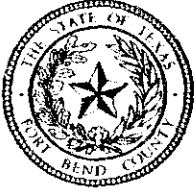
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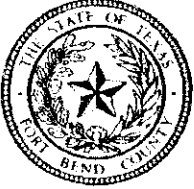
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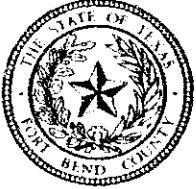
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26B

2005 Pickup Truck

**Chevy Colorado
Ext. Cab and cloth split bench**

Parks Department:	\$16,386.00 (1 each)
Approved in 2005 budget	
010-070-0700-6025	
Baby Jack Automotive	



3302 Canal Street
Houston, TX. 77003
713-223-8361 Fax: 713-223-4620



26 C

January 28th, 2005

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
4520 Reading Rd. Suite A
Rosenberg, TX 77471

RE: Fort Bend County Bid# 03-033, Term Contract for the purchase of Janitorial Supplies for Fort Bend County.

Dear Ms. Kaminski,

This past year has seen more price increases than we can absorb. We regret that we must raise prices on the attached items. Please present this price increase to your Commissioners Court of Fort Bend County at the next regular session.

Sincerely,

Alisa Morse
Vice President

COMM CODE	ITEM NUMBER	DESCRIPTION	OLD PRICE	RENEWAL PRICE	% INCREASE	MFG
484-00155	127-GENERIC	BLEACH, LIQUID	\$6.87	\$7.02	3%	KIK INTL.
484-00300	311-B8901	HANDLE, QUICK CHANGE	\$4.43	\$4.76	7%	SCRUBBLE
484-00180	139-B412	BROOM, UPRIGHT, CORN	\$4.19	\$4.48	7%	SCRUBBLE
484-00085	715-96A	PAD, SCOUR, GREEN 6 X 9	\$9.49	\$10.20	7%	SCRUBBLE
484-00050	151-2433CL5	LINER, PLASTIC 15X9X32	\$10.99	\$12.48	12%	HERITAGE
Alt-484-00031	153-4046-10	LINER, PLASTIC, X-HVY 38X46	\$10.15	\$11.53	12%	HERITAGE
484-00031	153-40-46-15	LINER, PLASTIC, X-HVY 38X46	\$13.13	\$14.92	12%	HERITAGE
484-00040	156-4046HID	LINER, PLASTIC, 16 GAUGE 23X17X46	\$15.73	\$17.88	12%	INTERPLAST
484-00060	157-2430RED	MEDICAL WASTE LINER 24X30	\$39.99	\$45.44	12%	HERITAGE
484-00215	164-9650EG	CLEANER, MULTI-PURPOSE	\$17.42	\$18.93	8%	ARCOT
484-00285	165-37501	DISINFECTANT, LIQUID - PINE	\$15.02	\$16.33	8%	ARCOT
484-00375	265-GOLD-G	WAX, FLOOR, LIQUID	\$30.38	\$33.02	8%	ARCOT
484-00220	286-RTU	CLEANER, WINDOW, LIQUID	\$2.45	\$2.67	8%	ARCOT
484-00370	729-PINKLIQ	SOAP, HAND, LIQUID	\$12.87	\$13.99	8%	ARCOT
484-00090	642-10CPWC	PLATE, DISPOSABLE, 10.25"	\$20.82	\$24.55	16%	DART
484-00091	790-085HT3	FOAM, HINGED CONTAINER	\$22.61	\$26.92	16%	DART
484-00350	729-91220	SOAP, HAND 800ML PUSH PACK	\$30.81	\$33.49	8%	KIM CLARK
484-00125	770-JRT1M2	TISSUE, TOILET 2PLY, 4X1000	\$20.57	\$22.36	8%	SCA
484-00135	771-TP536	TISSUE, TOILET 2PLY, 500/SHEET/ROLL	\$24.32	\$26.43	8%	SCA
484-00140	776-MFK200	TOWEL, PAPER BROWN MULTIFOLD	\$12.91	\$14.03	8%	SCA
484-00141	777-SK1850E	TOWEL, PAPER BROWN MULTIFOLD	\$14.88	\$16.17	8%	SCA
484-00145	780-HHT30	TOWEL, PAPER, ROLL 11X9	\$16.63	\$18.07	8%	SCA

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

DATE SUBMITTED: Feb. 23, 2005

DEPT. SUBMITTED BY: Telecommunications

COMMISSIONERS COURT AGENDA FOR: Mar 1, 2005

DEPT. PHONE NO.: 281/238-3555

28A

SUMMARY OF ITEM: Submitting the First Amendment to the pay phone services inmate telephone service agreement with SBC. The Vendor is proposing the installation of a biometric system.

We are receiving a 37% commission under the current contract. Our total commission paid over the last eleven months is \$298,794.68 (attached is commission schedule from SBC).

With installation of the biometric system our commission would drop to 29%. All other terms and conditions of the original contract would remain intact.

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

LIST SUPPORTING DOCUMENTS ATTACHED:

(Back-up documentation must be attached for consideration.)

AGENDA ITEM

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

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

Funding Source: None

Recurring ()

Fund Agency Object

N/A ()

Original Form Submitted with back up to County Judge's Office: (X) (✓ 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	(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)	(X) Admin. Services	(281-238-3322)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

3-4-05

Original Amendments sent to Jacque
@ Telecommunications.



Agreement No. _____

**FIRST AMENDMENT TO THE PAY PHONE
SERVICES INMATE TELEPHONE SERVICE AGREEMENT**

THIS FIRST AMENDMENT dated this 1st of day of February 2005, is by and between Fort Bend County with offices at 301 Jackson, Richmond, Texas 77469 ("Customer") and Southwestern Bell Telephone, L.P., doing business in Texas as SBC Texas ("SBC").

WHEREAS, Customer and SBC executed a Pay Phone Services Inmate Telephone Service Agreement effective March 25, 2003 (the "Agreement") with an initial term of five (5) years; and

WHEREAS, the parties desire to amend the Agreement at this time in the manner set forth herein.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, Customer and SBC agree as follows:

1. The compensation rates set forth in both 4(a) and 4 (b) are both hereby changed to twenty-nine percent (29%).
2. As additional compensation, the following is hereby added to and made a part of Section 4, Compensation:

"Within forty-five (45) days of the execution of the First Amendment, SBC shall install at Customer's premises set forth in Section 2, as additional compensation to Customer, a Global Tel*Link Biometric Phone System."
3. All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

SBC TEXAS

By: Gary A. Henster

Name: Gary A. Henster

Title: Vice President Sales Public Communications

Date: 2/14/05

FORT BEND COUNTY

By: Robert E. Hebert

Name: Robert E. Hebert

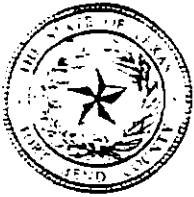
Title: County Judge

Date: 3-1-05

ATTEST:

Dianne Wilson

Dianne Wilson, Ph.D.
County Clerk



Telecommunications Department

Fort Bend County, Texas

Jacqueline Burgess
Administrative Manager

MEMORANDUM

TO: Mary Reveles
County Attorney's Office

FROM: Jacque Burgess, Administrative Manager *JB*
Administrative Services

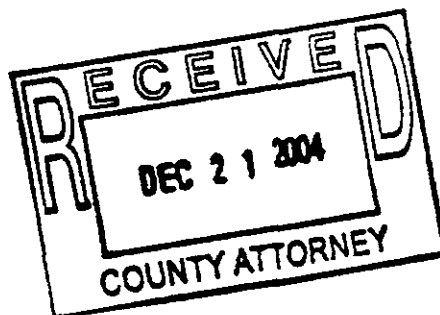
DATE: December 21, 2004

SUBJECT: Addendum to SBC Coin Inmate Agreement

Attached is a copy of an addendum from SBC for a revision in the original contract for our Coin Inmate System at the Jail for review by your office.

Also attached is a copy of the original agreement. Please contact me with any questions or comments you might have.

Thank you for your assistance.



*Jacqueline has reviewed
Mary's and approved as to form
a brief should be added
for questions in case of
judicial negotiations
I am
12.21.04
ATTEST*



**PAY PHONE SERVICES INMATE TELEPHONE
SERVICE AGREEMENT**

THIS AGREEMENT is entered into on March 25, 2003 and is between Fort Bend County with offices at 301 Jackson, Richmond, Texas 77469 ("Customer") and Southwestern Bell Telephone, L.P., d/b/a SBC Southwest, a limited partnership under the laws of the state of Texas, providing inmate pay telephone services in the states of Arkansas, Kansas, Missouri, Oklahoma and Texas, with offices at 105 Auditorium Circle, 12th Floor, San Antonio 78205 ("SBC"). SBC and Customer may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

1. TERM OF AGREEMENT - This Agreement shall be in effect for five (5) years commencing on the date last signed below ("Effective Date") and terminating five (5) years hence ("Termination Date"). SBC shall have the right to enter the premises to remove its inmate telephones upon termination of this Agreement.

2. PREMISES - Customer hereby agrees to provide SBC the exclusive right to install and maintain inmate telephone equipment located at the premises known as:

**Fort Bend County Jail
1410 Ransom Road
Richmond, Texas 77469**

SBC shall have the exclusive right to provide inmate telephone service at any and all future facilities owned, operated or maintained by Customer.

All such inmate telephone equipment shall remain the property of SBC

3. ALTERATIONS AND ATTACHMENTS - Customer shall not authorize or cause any person, other than authorized employees of SBC to connect, disconnect, move or alter SBC inmate telephones unless otherwise mutually agreed upon by both Parties.

4. COMPENSATION - In consideration of Customer providing space to SBC for inmate telephone equipment, SBC shall install, operate and maintain inmate telephones at no charge to Customer. SBC shall compensate the Customer by paying a commission for revenue generated from calls made from the SBC pay telephones covered under this Agreement calculated as follows:

- (a) thirty-seven percent (37%) of the gross billed SBC local and intraLATA revenue; plus
- (b) thirty-seven percent (37%) of the gross billed interLATA revenue.

This level of compensation shall be paid to Customer in the following manner:

Within forty-five (45) days of the execution of this Agreement, and within forty-five (45) days of the anniversary date of the execution of this Agreement for years two (2) through five (5) of the Agreement term, SBC shall prepay to Customer estimated commissions for the applicable upcoming twelve (12) month period ("Prepaid Commissions"). For the first year of the Agreement, Prepaid Commissions shall be based on eighty percent of a) the actual local exchange and intraLATA commission earned by Customer during the previous twelve (12) month period, and b) eighty

percent of the estimated interLATA commission (calculated at the above commission rate) based on an estimated number of interLATA calls made during the previous twelve (12) month period. Each subsequent year's prepaid commission payment shall be based on eighty percent (80%) of the total Actual Commission Earned (defined below) in the previous twelve month period. Each month, Customer shall receive commission reports reflecting (i) the prior month's revenue associated with each of the inmate pay phones, (ii) the total of the annual revenue associated with the inmate payphone phones measured from the beginning of the contract year, and (iii) a calculation of the commissions earned (at the above stated commission rates) for the contract year ("Actual Commission Earned"). Once the accumulated Actual Commission Earned for a contract year exceeds the Prepaid Commission for the contract year, SBC shall commence monthly commission payments at the above stated commission rate. In the event Customer's Actual Commission Earned at the end of the any year of the initial term is less than the Prepaid Commission, SBC shall debit such difference from the subsequent years Prepaid Commission amount. In the event Customer's Actual Commission Earned at the end of the final year of the initial term is less than the Prepaid Commission, Customer agrees to pay SBC the difference within thirty (30) days of the Termination Date of this Agreement.

In addition to the above stated compensation, as set forth in this paragraph, SBC agrees to pay on behalf of the Customer two (2) vendors of Customer, Tiburon, Inc. ("Tiburon") and Scantron (individually referred to herein as "Vendor" and collectively referred to herein as "Vendors"), the costs associated with Vendors' upgrading Customer's Commissary System ("System") and maintaining such System over the initial term of this Agreement. In particular, SBC agrees to pay:

- a) up to a total of fifty-five thousand one hundred and fifty dollars (\$55,150) to Tiburon over the initial term of this Agreement in the following manner: (1) up to twenty one thousand four hundred fifty dollars (\$21,450) as an "upfront" payment within forty-five (45) days of SBC's receipt of a valid invoice from Customer requesting such payment; (2) up to twenty one thousand four hundred fifty dollars (\$21,450) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer has accepted the upgraded System installed by Tiburon; (3) up to two thousand four hundred and fifty dollars (\$2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year one (1) of this Agreement; (4) up to two thousand four hundred and fifty dollars (\$2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year two (2) of this Agreement; (5) up to two thousand four hundred and fifty dollars (\$2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year three (3) of this Agreement; (6) up to two thousand four hundred and fifty dollars (\$2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year four (4) of this Agreement; and (7) up to two thousand four hundred and fifty dollars (\$2,450) within forty-five days of SBC's receipt of a valid invoice from Customer indicating Customer desires Tiburon's maintenance services for year five (5) of this Agreement.

Similarly, SBC agrees to pay:

- b. up to a total of thirty-two thousand three hundred and eighty three dollars (\$32,383) to Scantron over the initial term of this Agreement in the following manner: (1) up to eighteen thousand nine hundred eighty three dollars (\$18,983) within forty-five (45) days of SBC's receipt of a valid invoice from Customer requesting such payment; (2) up to two thousand six hundred eighty dollars (\$2,680) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year one (1) of this Agreement; (3) up to two thousand six hundred eighty dollars (\$2,680) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year two (2) of this Agreement; (4) up to two thousand six hundred eighty dollars (\$2,680) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year three (3) of this Agreement; (5) up to two thousand six hundred eighty dollars (\$2,680) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year four (4) of this Agreement; and (6) up to two thousand six hundred eighty dollars (\$2,680) within forty-five (45) days of SBC's receipt of a valid invoice from Customer indicating Customer desires Scantron's maintenance services for year five (5) of this Agreement.

Customer shall bear the risk of loss of or damage to parts and other materials during shipment of such parts and materials from the Vendors to Customer's destination. Customer shall be responsible for all shipping charges and all other costs and liability associated with the System, Equipment and Software at all times, and Customer shall be responsible for all interactions and discussions, regardless of the subject, with Vendors and SBC shall have no responsibility whatsoever to interact directly with Vendors. SBC makes no warranties or representations with regards to the System, equipment, software or maintenance purchased under or provided by Vendors this Section, including but not limited to whether the System, equipment, software or maintenance is fit for any use, and the purchase by SBC is on the express condition that SBC shall not be liable in any manner for, nor shall Customer raise in any manner, any claims for losses, liabilities, judgments, settlements, damages, awards and costs related to the System, software, equipment or maintenance. If Customer should initiate any such claim in any forum at all, notwithstanding any other provisions of this Agreement, SBC shall have the right to immediately terminate this Agreement, and SBC shall be able to produce this clause as an absolute defense.

SBC and Customer agree that all charges and compensation policies are subject to change by SBC as may be required by any regulatory or judicial body with authority to mandate such changes.

Customer herein grants SBC the exclusive authority to act as Customer's agent for the purpose of selecting and/or changing the Preferred Interexchange Carrier (PIC) on the pay phones covered by this Agreement. Customer and SBC agree that SBC shall have the sole right to select and contract with, change, and/or restrict the local and long distance carriers (both intraLATA and interLATA) for all pay phones covered by this Agreement. For any such selected carrier, SBC shall pay compensation at the rates set forth above.

5. OPERATION OF THE INMATE TELEPHONES - SBC shall be responsible for the operation of the inmate telephones on the premises. Except as otherwise specified herein, changes in the number of inmate telephones or their location on the premises shall be mutually agreed to by the Parties. The inmate telephones shall not be higher than such height as prescribed by law or regulation. Customer shall provide any electricity necessary for the operation of the inmate telephones.

6. **REMOVAL OF PAY TELEPHONES** - SBC may, after reasonable notice to Customer, remove any pay phone which has failed to generate sufficient revenue to meet such revenue requirements as are determined by SBC or when a significant safety hazard to SBC employees or telephone users exists.

7. **ACCESS TO PREMISES** - SBC shall have reasonable access to the premises during normal business hours to service, maintain and if applicable, remove the inmate telephones. Customer shall at all times provide a clear, unobstructed view and access to the inmate telephones for their use by the inmate.

8. **DEFAULT** - Either Party may terminate this Agreement immediately following written notice in the event the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting Party has received a written notice containing a reasonably complete description of the default and (b) the defaulting Party has failed to cure the default within forty-five (45) days of receiving such notice. Upon any such termination, SBC shall be entitled to remove its inmate telephone equipment as soon as practicable.

9. **TERMINATION** - Either Party may terminate this Agreement at any time upon thirty (30) days notice to the other Party without penalty. Upon termination of this Agreement, SBC shall have at least sixty (60) days to remove its inmate telephone equipment at no charge to Customer. In addition, if this Agreement is terminated by Customer anytime prior to the end of the of the initial Agreement term, the Parties acknowledge that removal of service and the inmate telephone equipment prior to the expiration of the full term of this Agreement will cause damages to SBC as a result of substantial capital equipment investment by SBC. Therefore, Customer agrees to pay SBC liquidated damages, and not as a penalty, an amount equal to a) any unamortized portion of the cost of the System or any Annual Maintenance Agreement described in Section 4 ("unamortized" meaning the original purchase price, divided by 60, and multiplied by the number of months remaining in the initial Agreement term), and b) any unearned portion of the Prepaid Commission set forth in Section 4 above ("unearned" meaning the Actual Commissions Earned have not exceeded the Prepaid Commission amount and is calculated as Prepaid Commission less the Actual Commissions Earned).

10. **LIABILITY** - To the extent allowed by law, Customer shall indemnify and defend SBC against any loss, cost, damage, expense (including attorney's fees) or liability of any kind, for damages to property, personal injuries or deaths, arising directly or indirectly, from the performance of this Agreement, except where such loss, cost, damage, expense or liability is due solely to the gross negligence of SBC, its agents or employees. If the Inmate Telephone Equipment is willfully damaged or destroyed by the Customer or the Customer's employees, Customer shall be responsible to pay SBC's cost of restoring service and/or repairing equipment. Customer shall not be responsible for any damage or destruction caused to the Inmate Telephone Equipment caused by inmates at Customer's premises. The Customer agrees that no liability shall attach to SBC by reason of any defacement or damage to its premises resulting from the existence of SBC's equipment or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of SBC or its employees.

11. **NOTICES** - SBC shall mail compensation and all notices to Customer, and Customer shall mail all notices to SBC, at the addresses indicated below:

If to SBC

SBC Public Communications
Attn: Manager Contract Admin.
134 NW 6th Street, Lower Level
Evansville, Indiana 47708

If to Customer:

Fort Bend County
309 South 4th Street
Richmond, Texas 77469
Attn: County Treasurer

12. ASSIGNMENT – Either Party may, at any time, assign this Agreement or any portion hereof, to an affiliate or any third Party. This Agreement shall benefit and/or be binding upon the successors, assigns, lessees or beneficiaries of both Parties.

13. FORCE MAJEURE – Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if the delay or failure to perform is without the fault or negligence of the party claiming excusable delay and is due to causes beyond the control of said party, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; and freight embargoes.

14. REGULATORY APPROVALS – This Agreement is expressly subject to the applicable provisions of SBC's tariff(s) directly or indirectly relating to pay phone service, and to all other governmental orders, rules, regulations or requisite approvals as may apply from time to time. In the event any legislation, regulatory or judicial order, in the reasonable opinion of SBC, substantially modifies the current statutes, regulations, laws, or other rules pertaining to the pay phone industry (including, but not limited to: the provision of operator services, the relevance and acceptance of calling cards, or the industry's financial arrangements) this Agreement shall, at SBC's option, be subject to termination or negotiated modification. Termination by SBC hereunder shall be upon thirty (30) days prior written notice.

15. AUTHORITY - Each Party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the person signing this Agreement on behalf of the Party has been properly authorized to enter into this Agreement. Customer represents that it does not have any other agreement, oral or written, that conflicts with this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by all of its terms and conditions.

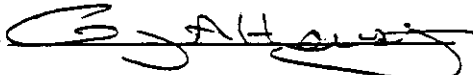
16. GOVERNING LAW - This Agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the Parties created hereunder are performable in Fort Bend County, Texas. In the event of suit to enforce this Agreement, venue shall lie in Fort Bend County, Texas.

17. CONFIDENTIALITY - To the extent authorized by law and Chapter 552 of the Texas Government Code, Customer shall keep confidential any information which SBC deems to be confidential or proprietary and so advises Customer or so labels the information. Such information shall include, but not be limited to: the Compensation Rates and/or amount of the payment Customer receives from SBC and the terms of this Agreement. In the event disclosure of such information is required by law, governmental order or regulation, such disclosure may be made after notice is given to SBC by Customer, but such disclosure to a governmental entity or pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by Customer. Such information shall remain the property of SBC and when in tangible form, shall be returned by Customer to SBC or otherwise disposed of as directed by SBC. In the event SBC directs Customer to dispose of such information, Customer shall promptly provide written verification of any such destruction from an employee with authority to sign such document.

18. SEVERABILITY - If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceable provision will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of both parties will be construed and enforced accordingly. In the event such provision is considered an essential element of this Agreement, the Parties will promptly negotiate a replacement that is comparable in substance to the invalidated provision.

19. **ENTIRE AGREEMENT** - This Proposal and this Agreement constitutes the entire agreement between Customer and SBC and may not be modified or amended other than by written agreement by both Parties.

**SOUTHWESTERN BELL
TELEPHONE, L.P.**

BY: 

NAME: Gary A. Hensley

TITLE: Vice President

DATE: March 6, 2003

FORT BEND COUNTY

BY: 

NAME: Robert E. Hebert

TITLE: County Judge

DATE: March 25, 2003

ATTEST:



Dianne Wilson
Fort Bend County Clerk

Inmate Phone Bio-Metric's Comparison

The question at hand is 'what is the best bio-metric for an inmate phone'. Today there are two bio-metrics offered in the inmate phone market. Voice recognition and fingerprint identification. We will explain the functionality of each below, along with the positives and negatives. Both technologies use the 'enrollment' and 'verification' method of use.

Voice Recognition:

When using voice recognition as an identifier the inmate is enrolled by speaking a set of numbers or a phrase. The system captures this utterance and extracts characteristics. Usually the inmate is instructed to state the numbers or phrase multiple times. Each time the same process is followed and a baseline comparison is determined. This baseline is stored for future reference.

Thereafter, each time the inmate uses the phone, the inmate is required to repeat the same numbers or phrase. The utterance is once again captured and characteristics extracted. The characteristics are compared to the previously stored baseline. The system provides for settings on how "certain" or "accurate" a match must be for the bio-metric to be considered 'matched'.

Positives of this bio-metric:

The most positive aspect of this method is the cost. It is very inexpensive technology as it is only software. No special hardware is required. The other positive aspect of this technology is the user needs little instruction. Speaking a series of numbers or saying a phrase, is pretty straight forward.

Negatives of this bio-metric:

This bio-metric works well in a controlled environment. Filtering out background noise that is not voice is a relatively simple operation. Noises such as office machines, planes, car noise and such can be filtered out. Unfortunately for this industry that is not the problem. Most inmate phones are in day rooms or common areas of a facility. These areas are not known for their quietness. Other inmate voices in the

background present a real problem for voice recognition. The systems can't filter out voice from voice as it lies in the same frequency spectrum that needs to be examined. This provides a dilemma for providers. They can either lower the settings for "accuracy" which means there is a much higher probability of a false positive (falsely matching) or they will face inmate frustrations as they have to keep trying until the background voices are low enough to not interfere. Providers may claim to use "special condensing microphones" in their solution, but listening to a recording of a call will show that the background voices can be readily heard. If you can hear them, so does the software making the comparison.

Beyond this problem there are several other shortcomings of voice recognition. A person with a cold or congestion will have a different voice print than he/she did prior to the congestion.

Independent testing by Sandia National Laboratories came to the same conclusions:

Sandia's testing of two voice recognition systems (Alpha Microsystems' Ver-a-Tel and International Electronics' VoiceKey) rated the method low in user acceptance. Ver-a-Tel was relatively slow — 19.5 seconds on average, compared to 6.6 seconds for VoiceKey, which is comparable to Sandia's times for fingerprint, hand geometry, and retina recognition. Enrollment was difficult for both systems. The high rate of false rejects was frustrating for many users.

Evaluations of voice recognition differ. Russell and Gangemi ranked it third out of six biometric technologies in accuracy. Sandia found that the two systems it tested did poorly. Ver-a-Tel had a high false reject rate, with 5.1 percent of valid users rejected after three tries, and false accept rate, with 2.8% of invalid users accepted after three tries. VoiceKey did somewhat better, but still not great: 4.3% false rejects after three tries, and 0.9% false accepts after one try.

Advantages of voice recognition systems:

- ▶ Easy to use.
- ▶ Non-intrusive. A person need only speak into a microphone.
- ▶ Can be used with existing phone systems.
- ▶ Utilizes existing speech processing software.

Disadvantages:

- ▶ Computers have difficulty with background noise.
- ▶ A person's voice will vary with their mood; depression, excitement, anger, etc.
- ▶ A person's voice changes when they have a cold or flu.

Conclusion:

Voice recognition is simply not an appropriate bio-metric for the inmate dayroom environment. The trade off required is un-acceptable. Either you frustrate the inmates or you open the system to the probability of fraud.

Fingerprint

Use of fingerprint as a bio-metric in inmate phone use works on the same principal of samples taken and a baseline created. The inmate is instructed to place his/her finger on the reader and then remove the finger. They are then instructed to place the same finger back on the reader two more times. The system selects the best of the three images and performs a minutia extraction. This minutia extraction is what is used for future comparisons. Thereafter, each time the inmate uses the phone he/she is instructed to place the registered finger on the sensor. The image is captured and the minutia is compared. The match is accomplished at the forensic acceptable level of 12 points, making it court admissible evidence.

Positives of Fingerprint:

Fingerprint's have been used for identification for well over a hundred years. The process is well established and the courts have set standards for admission. Even twins do not share the same fingerprint patterns as fingerprints are formed in the womb as the result of a random fetal development process, and fingerprints of identical twins or other family relations have absolutely no correlation.

Negatives of Fingerprint:

The negative to fingerprint is only found in the cost. Fingerprinting an inmate at each phone requires hardware and software, therefore the per phone cost is higher than voice recognition.

Independent Testing Conclusions:

Advantages of fingerprinting:

- ▶ Each person's fingerprints are unique.
- ▶ Fingerprints remain the same throughout a person's lifetime.
- ▶ Huge databases are already in existence.
- ▶ A large amount of research & development money has been expended to perfect fingerprint processing (template definition, image capture, matching, "hit" and "no-hit" thresholds, etc.).
- ▶ Non-intrusive. Placing one's hand in a reader is neither inherently frightening nor disconcerting.
- ▶ The EER (Equal Error Rate) for fingerprint match algorithms can be very low.

Disadvantages:

- ▶ Performing a 1:N search of a huge database can be slow, unless many separate matchers are ganged together to process the workload; this disadvantage is not unique to fingerprints – all other biometric

techniques suffer from the same processing requirements.

- ▶ Livescan images may become blurred due to injury, dirt on the finger or dirt on the scanner platen.
- ▶ The size (in bytes) of a fingerprint template is relatively large (~256 to 512 bytes per finger image) when compared to the data size for some of the other biometrics.

Conclusion

Our conclusion is fingerprint, while more expensive, is clearly the better bio-metric for the inmate phone application. Court admissibility, accuracy and ease of use all lean to fingerprint. While voice recognition is less expensive the age old adage holds true in this choice. You get what you pay for.

Ultimate Control

For Inmate Telephones

GTL

LazerSpy

Digital Pinhole Camera



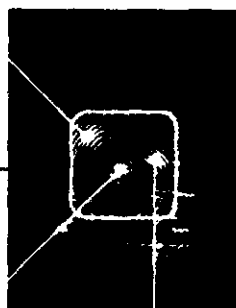
LazerSpeak

Open Microphone



LazerPrint

Fingerprint Module



Combining the
Biot Feature Rich
LazerPhone System
with the Power of
Biometrics

- *Increased Security*
- *Positive Inmate Identification*
- *Evidence Gathering*
- *Auto Enrollment*
- *User Friendly*

Patent Pending

We are dedicated to
taking care of our customers and
our teammates by providing
complete, innovative solutions that
ensure mutual success.

LazerPrint

For years law enforcement has relied upon fingerprint technology for positive identification. With LazerPrint, fingerprint technology is now available to control inmate phone calls.

Global Tel*Link's LazerPrint is an optional feature available with the LazerPhone call control system. This value added feature enhances the security and investigative capabilities of your LazerPhone system. Your system can be customized to include the exclusive LazerPrint option - the choice is yours.

Positive Identification

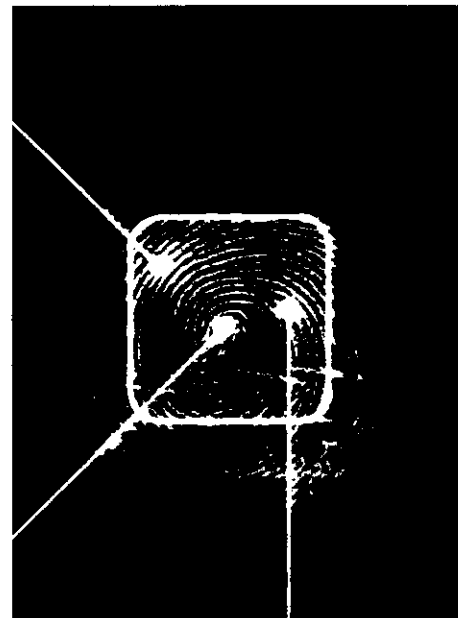
With LazerPrint, feel secure in knowing which inmates are calling whom. When considering this feature, keep in mind that less than a one-in-a-billion chance exists that two people will have the same fingerprint. Using this option, a fingerprint reader is mounted on each inmate phone. The system requires positive identification via the fingerprint reader before each call is placed.

Auto-Enrollment

Using an instructional telephone in the booking area, inmates can automatically enroll in the fingerprint identification system. This auto-enrollment capability does not require correctional officers' manpower. Inmates simply follow the telephone prompts to complete the quick and simple enrollment process.

For each call placed using LazerPhone, LazerPrint provides positive identification of the inmate placing the call via fingerprint.

Fingerprint Module



Inmate Security

With fingerprint identification, unauthorized transfer of PINs is eliminated. The inmate's thumbprint must match the PIN, or the system denies the call attempt.

(800) 489-4500

www.globaltellink.com

1-800-489-4500
www.globaltellink.com

LazerSpy

Global Tel*Link provides the LazerSpy optional feature to enhance the security and investigative capabilities of your LazerPhone system. Your system can be customized to include this optional feature — the choice is yours.

Like a fly on the wall, see precisely who makes the call. LazerSpy's camera photographs your inmates as they are making phone calls at the inmate telephone sets. Inmate identification has never been so accurate.

With LazerSpy, each inmate phone housing includes a color digital pinhole camera. During the phone call, the camera takes photographs of the inmate making the call. After taking the photographs, the system will attach these photographs to the call record detail for future reference. Using the LazerPhone workstation, you will have access to these photos 24 hours a day, 7 days a week.

Increased Security

Use LazerSpy to increase the security of your inmates by decreasing the incidents of stolen PINs. Inmates who know they are being watched while using the phone, are less likely to use stolen PIN numbers to make those calls.

Accurate Inmate Identification

LazerSpy takes over where inmate PINs stop. Inmate PINs are often stolen, traded, or even sold within correctional facilities. Therefore, the inmate PIN may not match the inmate in all cases. LazerSpy provides the identification of inmates - without requiring PINs. You can actually see who was in front of the inmate telephone during the telephone call without using PINs.

*LazerSpy allows you to
see the photographed inmate
make the call.*

Digital Pinhole Camera



Evidence Gathering

LazerSpy allows you to obtain evidence that can be used to support important court cases. Photographed inmates are easily identified by the digital camera. Photographs are then attached to the call detail record and are easily accessible via the LazerPhone workstation.

(800) 489-4500
www.globaltellink.com

LazerSpy

LazerSpeak

While inmates use the inmate telephone sets to call friends and family, you can use the same inmate telephone sets to listen to inmate-to-inmate conversations taking place within your facility.

Be a fly on the wall. Know what is going on in your facility - at all times. Using LazerSpeak, corrections officers can listen to inmate cell areas via the inmate phone sets. Your corrections officers can activate a microphone and listen to the conversations in the surrounding areas - even if the phone is not in use.

With the LazerSpeak option, a multidirectional microphone is installed in each inmate telephone set. By opening the microphone, you can listen to conversations from the onsite LazerPhone workstation speakers.

Increased Security

Using the LazerSpeak feature, you can increase inmate security by listening to inmate-to-inmate conversations within your facility. This feature allows you to gain information regarding planned attacks on individual inmates, or other situations dangerous to inmates and facility personnel.

Information Gathering

With LazerSpeak, you can covertly obtain valuable information from your inmates. Get ahead of the game by finding out about illegal activities before they happen. By monitoring inmate-to-inmate conversations, you can learn of escape attempts, drug activity, organized riots, or other illegal activity that may be going on in your facility.

LazerSpeak allows you to monitor inmate-to-inmate conversations within your facility's cell areas.

Open Microphone



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Specifications subject to change without notice.

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IN THE COMMISSIONER COURT
MINUTES OF 3-1-05

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

DATE SUBMITTED: Feb. 22, 2005

DEPT. SUBMITTED BY: Telecommunications

COMMISSIONERS COURT AGENDA FOR: Mar 1, 2005

DEPT. PHONE NO.: 281/238-3555

288

SUMMARY OF ITEM: Approve the Pay Telephone Service Agreement with SBC. Contract will expire January 31, 2006. The County Attorney's office has reviewed the Agreement.

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

AGENDA ITEM

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 ()

Funding Source: None **Recurring** ()

Fund Agency Object N/A ()

Original Form Submitted with back up to County Judge's Office: (X) (✓ 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	(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)	(X) Admin. Services	(281-238-3322)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

3-4-05 Original Agreements sent to jacque@
Please approve.
Telecommunications.

PAY PHONE SERVICE AGREEMENT

Agreement No.: 22857223001

This Agreement is entered into on February 14, 2005 and is between Ft. Bend County, a body corporate and politic under the laws of the State of Texas ("Customer") and the Public Communications division of SBC Communications Inc., as defined in Section 8 below ("Provider").

(1) **PAY PHONE SERVICE** - Customer hereby grants Provider the exclusive right to install, operate and maintain public pay telephones and associated equipment, and to provide pay phone service ("Services") at the following identified Location(s):

1410 Ransom Road – Inside Lobby

4520 Reading Road – south side of building

309 South 4th – Ft. Bend County Annes

Unless otherwise specified in this Agreement, the term "Location" as used herein means all real property (including buildings and other structures) associated with and/or designated by a given street address. Provider and Customer shall, prior to the initial installation hereunder of Services at Customer's Locations, mutually agree upon the quantities and types of pay phone equipment, including peripheral equipment, to be installed and the specific placement thereof on the Customer's Locations. Pay phone equipment includes, but is not limited to, telephone sets, wiring, conduit, and any peripheral equipment such as enclosures, signage, bumper posts, shelves, and pedestals ("Equipment"). Provider shall bear all costs associated with installation and maintenance of the Equipment, and all Equipment shall remain the property of Provider. Provider reserves the right to reconfigure its Services at the Locations (e.g., no incoming calls, no coin acceptance, line concentration, changes in coin drop rate) at any time. Provider shall have the right to place advertisements on the SBC Equipment. Except as otherwise provided herein, after initial installation, any change in the quantities, types of Equipment, or specific placement thereof shall be by mutual agreement (which agreement shall not be unreasonably withheld) of the parties. Customer agrees to pay Provider's standard relocation fee for any pay phone which, at the request of Customer, is relocated from its original placement at a Location.

(2) **TERM** - Provider shall have the right to provide Services for an Initial Term of one (1) year beginning on March 1, 2005 ("Effective Date") and expiring on February 28, 2006 ("Termination Date"). During the term of this Agreement, Customer shall not permit any other persons or entity to provide public pay telephone service at the Location(s). Notwithstanding the foregoing, this Agreement may be terminated by either party without penalty upon thirty (30) days' prior written notice to the other party. If Customer, in violation of this Agreement, allows another party to install one or more public pay telephones at the Locations where Provider Equipment is installed, then, in addition to its other remedies, Provider may remove its Equipment without liability or penalty and terminate this Agreement.

(3) **COMMISSION PAYMENTS** - Unless mutually agreed to otherwise by both parties, Provider shall make payments on a regular basis to Customer during the initial contract term specified in Section (2) above, according to the Commission Schedule shown as Exhibit A, which is attached to and made part of this Agreement. To the extent permitted by law and Chapter 552 of the Texas Governmental Code, Customer and Provider agree that the terms and conditions of this Agreement, all information regarding usage at and revenues earned by the pay telephones covered by this Agreement, and commissions paid to Customer are confidential and proprietary and shall not be disclosed to any third party. Customer claims exemption from sales and use taxes.

(4) **CARRIER SELECTION** - Customer herein grants Provider the exclusive authority to act as Customer's agent for the purpose of selecting and/or changing the Preferred Interexchange Carrier (PIC) on the pay phones covered by this Agreement. Customer and Provider agree that Provider shall have the sole right to select and contract with, change, and/or restrict the local and long distance carriers (both intraLATA and interLATA) for all payphones covered by this Agreement.

Proprietary Information

To the extent permitted by law and Chapter 552 of the Texas Governmental Code
the information contained in this Agreement is not for use or disclosure outside Provider or Customer, except
under written agreement by the Provider and Customer.

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PAY PHONE SERVICE AGREEMENT

(5) REMOVAL OF PAY TELEPHONES - Provider may, upon reasonable notice, remove any pay phone that has failed to generate sufficient revenue to meet such revenue requirements determined solely by Provider, or when a significant safety hazard to telephone users or Provider employees exists. In the event such removal renders a Location without a pay telephone (i.e., all pay phones are removed), this Agreement shall then terminate, with respect to that Location only. Provider shall also have the right to remove or relocate any Equipment that, in Provider's opinion, has been subjected to excessive theft or vandalism.

(6) USE OF PAY PHONES - The pay phones shall be installed for use by the public in making outgoing calls. Customer shall not use the pay phones covered by this Agreement in the conduct of its business or use the telephone number assigned thereto in its advertising or in any directory listing.

(7) OTHER RESPONSIBILITIES OF CUSTOMER - Customer shall also be responsible for:

- a) providing safe, unobstructed access to the pay phones covered by this Agreement, including any access to special purpose phones (e.g., drive-ups), and electrical power, at Customer's expense, for lighting necessary for the use of such pay phones.
- b) taking reasonable precautions to protect Provider's property from damage, vandalism, theft, or hazardous conditions and promptly reporting any service failures to Provider.
- c) prohibiting any person (other than employees, contractors, or agents of Provider) from connecting, disconnecting, moving, or altering any of Provider's Equipment.
- d) displaying all mutually agreeable signs and prohibiting the affixing or displaying of any advertising or other signs not authorized by Provider on the Equipment.
- e) allowing Provider personnel access to Customer's Locations during normal business hours for pay phone collection or installation, repair, or removal of Equipment.

(8) PROVIDER - Provider shall mean one or more of the following depending upon the state(s) in which space is provided hereunder for pay phone service: Pacific Bell Telephone Company, a California corporation, d/b/a SBC California; Nevada Bell Telephone Company, a Nevada corporation, d/b/a SBC Nevada; Southwestern Bell Telephone, L.P., a limited partnership under the laws of the state of Texas, providing pay phone service in the states of Texas, Missouri, Kansas, Arkansas, and Oklahoma, d/b/a SBC Texas in Texas, SBC Missouri in Missouri, SBC Kansas in Kansas, SBC Arkansas in Arkansas, and SBC Oklahoma in Oklahoma; Illinois Bell Telephone Company, an Illinois corporation, d/b/a SBC Illinois; Indiana Bell Telephone Company, Incorporated, an Indiana corporation, d/b/a SBC Indiana; Michigan Bell Telephone Company, a Michigan corporation, d/b/a SBC Michigan; The Ohio Bell Telephone Company, an Ohio corporation, d/b/a SBC Ohio; Wisconsin Bell, Inc., a Wisconsin corporation, d/b/a SBC Wisconsin; SNET America, Inc., a Connecticut corporation, and, where the state in which such space is provided is other than one of the foregoing, Ameritech Payphone Services, Inc., a Delaware corporation.

(9) LIABILITY AND INDEMNIFICATION - PROVIDER WILL PROVIDE PAYPHONE SERVICE PURSUANT TO ITS APPLICABLE TARIFFS, INCLUDING ANY LIMITS OF LIABILITY CONTAINED THEREIN, AND ANY APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. CUSTOMER AGREES THAT IN NO EVENT WILL PROVIDER BE LIABLE FOR INTERRUPTION OF SERVICE OR ANY PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING THEREFROM, INCLUDING LOST STATION REVENUES. WITHOUT LIMITING THE RESPONSIBILITIES OF THE PARTIES, PROVIDER SHALL BE RESPONSIBLE FOR ANY AND ALL PROVEN CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE, WHICH ARISE DUE TO PROVIDER'S ACTS OR OMISSIONS, AND CUSTOMER SHALL BE RESPONSIBLE FOR ANY AND ALL PROVEN CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE, WHICH ARISE DUE TO CUSTOMER'S ACTS OR OMISSIONS. CUSTOMER AGREES THAT NO LIABILITY SHALL ATTACH TO PROVIDER FOR

Proprietary Information

To the extent permitted by law and Chapter 552 of the Texas Governmental Code the information contained in this Agreement is not for use or disclosure outside Provider or Customer, except under written agreement by the Provider and Customer.

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PAY PHONE SERVICE AGREEMENT

ANY DEFACEMENT OR DAMAGE TO CUSTOMER'S PREMISES RESULTING FROM THE EXISTENCE OF PROVIDER'S EQUIPMENT OR THE INSTALLATION OR REMOVAL THEREOF, WHEN SUCH DEFACEMENT OR DAMAGE IS NOT THE RESULT OF THE NEGLIGENCE OF PROVIDER OR ITS EMPLOYEES. CUSTOMER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR DESTRUCTION CAUSED TO THE TELEPHONE EQUIPMENT BY THE PUBLIC.

(10) **REMEDIES FOR CUSTOMER'S BREACH** - Customer acknowledges that the Locations covered by this Agreement are unique, and that any breach of this Agreement by Customer would irreparably damage Provider by depriving Provider of its rights to provide Services at such unique Locations. Accordingly, Provider shall have the right of specific performance of its obligations hereunder in the event a breach is found, in addition to all other rights and remedies available to it at law or in equity.

(11) **SUCCESSORS AND ASSIGNS** - Either party may, at any time, assign this Agreement or any portion hereof, to an affiliate or any third party. This Agreement shall benefit and/or be binding upon the successors, assigns, lessees, or beneficiaries of both parties. At all times during the term of this Agreement, unless agreed otherwise in writing, Provider shall retain the right to directly negotiate with and directly pay any compensation hereunder to Customer. Customer shall provide Provider with notice of, not less than sixty (60) days prior to, any sale, lease, sublease, or other transfer or change of ownership of the above identified Locations to any third party. Upon request by Provider, Customer shall provide a copy of the sales/transfer agreement by which the property or control thereof was conveyed, or such other documentation sufficient to verify the sale/transfer.

(12) **PUBLIC NUISANCE/BUSINESS CLOSURE** - If, during the term of this Agreement, Provider removes its Equipment from any location at the request of Customer due to reasons of business closure or Provider removes said Equipment at the request of the Customer or as required by local ordinance due to public nuisance and then, during what would have otherwise been the remaining term of the Agreement another business opens at the same location in which business Customer has any ownership or financial interest or said public nuisance is abated, Provider may reinstall its Equipment for the balance of the Agreement. In any case, in the event Provider's Equipment is removed for any of the reasons stated in this provision, Customer will not allow any payphones other than Provider's to be installed at the Customer location(s) in question for the term of this Agreement.

(13) **NOTICES** - Any notice given under this Agreement shall be made in writing and sent via certified mail, return receipt requested, as follows:

FOR PROVIDER

SBC Public Communications
134 N.W. Sixth Street, Lower Level
Evansville, IN 47708
Attn.: Manager - Contract Admin.

FOR CUSTOMER

County Judge Robert E. Hebert
301 East Jackson, Suite 719
Richmond, Texas 77469
Attn.: Jacque Buress

(14) **REGULATORY APPROVALS** - This Agreement is subject to the applicable provisions of Provider's tariffs directly or indirectly relating to Services, and to all other governmental orders, rules, regulations, or requisite approvals as may apply from time to time. In the event any regulatory, legislative, or judicial order, in the reasonable opinion of Provider, substantially modifies the rules, regulations, or statutes pertaining to the pay phone industry (including, but not limited to, the provision of operator services, the relevance and acceptance of calling cards, or the industry's financial arrangements) this Agreement shall, at Provider's option, be subject to termination or negotiated modification. Termination by Provider hereunder shall be upon thirty (30) days prior written notice.

(15) **GOVERNING LAW** - The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties shall be governed by the laws of the state of Texas, and all

Proprietary Information

To the extent permitted by law and Chapter 552 of the Texas Governmental Code the information contained in this Agreement is not for use or disclosure outside Provider or Customer, except under written agreement by the Provider and Customer.

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PAY PHONE SERVICE AGREEMENT

obligations of the parties created hereunder are performable in Fort Bend County, Texas. In the event of suit to enforce this Agreement, venue shall lie in Fort Bend County, Texas.

(16) **AUTHORITY** - Both Customer and Provider represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the person signing this Agreement on behalf of the party has been properly authorized to enter into this Agreement. Customer warrants that it has the right of possession to the Locations on which Provider shall install and maintain Services hereunder, and is otherwise duly authorized to grant permission to Provider to install and maintain such Service thereon. If Customer is not the owner or Lessee of the Locations (or portions thereof), Customer will have breached this warranty. Customer further represents that it does not have any other agreement, oral or written, that conflicts with this Agreement. Each party further acknowledges that it has read this Agreement, understands and accepts it, and agrees to be bound by all its terms and conditions.

(17) **SURVIVAL OF OBLIGATIONS** - Both parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

(18) **RIGHT TO CURE** - Either party may terminate this Agreement immediately following written notice in the event the other party is in default as to any of its material obligations hereunder, provided that (a) the defaulting party has received a written notice containing a reasonably complete description of the default and (b) the defaulting party has failed to cure the default within thirty (30) days of receiving such notice.

(19) **NON-WAIVER** - No course of dealing or failure of Provider to strictly enforce any term, right, obligation, or provision of this Agreement or to exercise any option provided hereunder shall be construed as a waiver of such provision.

(20) **FORCE MAJEURE** - Neither party shall be liable for failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes which could not with reasonable diligence be controlled or prevented by the party, and are otherwise referred to as Acts of God, including civil disobedience and labor disputes.

THIS SPACE INTENTIONALLY LEFT BLANK

Proprietary Information

To the extent permitted by law and Chapter 552 of the Texas Governmental Code the information contained in this Agreement is not for use or disclosure outside Provider or Customer, except under written agreement by the Provider and Customer.

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PAY PHONE SERVICE AGREEMENT

(21) **ENTIRE AGREEMENT** - This Agreement, together with Exhibit A and any other attachments, represents the entire understanding between the parties regarding Provider's Services on the identified Locations and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both parties.

PROVIDER

By MICHAEL PALONIK
Name - Print or Type

REGIONAL VP- SALES
Title - Print or Type

[Signature]
Signature

2/14/05
Date

405 291-2659
Business Telephone

CUSTOMER

By Robert E. Hebert
Name - Print or Type

County Judge
Title - Print or Type

[Signature]
Signature

3-1-05
Date

Business Telephone

Federal Tax I.D./Soc. Sec. No. _____

ATTEST: [Signature]
Dianne Wilson, County Clerk

Proprietary Information

To the extent permitted by law and Chapter 552 of the Texas Governmental Code the information contained in this Agreement is not for use or disclosure outside Provider or Customer, except under written agreement by the Provider and Customer.

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RECORDED ON 3-17-05 FORM N51
IN THE COMMISSIONER COURT
MINUTES OF 3-1-05

Agreement No. 22857223001

EXHIBIT A
PAY PHONE SERVICE AGREEMENT
COMMISSION SCHEDULE
VARIABLE COMPENSATION WITH PROFIT SHARING

COMPENSATION – Provider shall pay on a regular basis to Customer for the period described in Section 2, a variable percentage of the total gross revenue less monthly access line charges and related expenses, collected on all coin paid local exchange and IntraLATA toll calls placed from each individual Provider pay phone covered by this Agreement. The rate for coin paid local exchange and IntraLATA toll calls will be determined by the schedule below:

**MONTHLY LOCAL and
INTRALATA COIN REVENUE**

COMPENSATION RATE

Less than \$160.00

None

\$160.01– \$190.00

5%

\$190.01 – \$250.00

12%

\$250.01 and Above

25%

By



PROVIDER

By



CUSTOMER

Date:

2/14/05

Date:

3-1-05

Proprietary Information

The information contained in this Agreement is not for use or disclosure outside Provider, Customer, their affiliated companies and their third party representatives, except under written Agreement by the contracting Parties.

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY
FOR THE FISCAL YEAR 2005

On this the 15th day of March, 2005 at a regular session of
Commissioners' Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Robert Teleco
Tom Hagin
Gregg Taylor
W. H. Meyer
Jim Patterson

Now, therefore, be it resolved upon the motions of Commissioner Staninda
and seconded by Commissioner Hestage, duly put and carried, it is ordered
that the bills be approved in the amount up to \$ 1,389,792.42 as presented by
Robert Ed Sturdivant, County Auditor.

*****APPROVED*****

Robert Ed Sturdivant
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

Fort Bend County

Scheduled Disbursements for March 1, 2005

Except as indicated all checks will be released after Commissioners' Court on March 1, 2005

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Payment Date	Vendor Name	Vendor Payment	Total 2005 Payments
3/1/2005	2M BUSINESS PRODUCTS, INC	755.34	33,999.48
3/1/2005	ACETYLENE OXYGEN COMPANY	114.74	1,076.15
3/1/2005	ADA RESOURCES, INC	25,935.14	722,286.20
3/1/2005	ADT SECURITY SERVICES, INC	496.68	734.80
3/1/2005	ADVANCED SAFE AND LOCK	194.25	5,698.56
3/1/2005	AFC CORPORATE TRANSPORTATION	4,714.60	9,127.75
3/1/2005	AIA ENGINEERS, LTD	55,956.35	55,956.35
3/1/2005	AIRGAS-SOUTHWEST, INC	507.50	1,899.99
3/1/2005	ALAMO IRON WORKS, INC	273.10	15,131.34
3/1/2005	ALBARADO, CYNTHIA	18.02	115.38
3/1/2005	ALL DATA, LLC	1,500.00	5,200.00
3/1/2005	ALLEN BOONE HUMPHRIES, LLP	3,976.31	78,780.58
3/1/2005	ALLIED ADVANCED REPORTING INC	270.00	270.00
3/1/2005	ALLTEL CORPORATION	1,109.24	31,470.59
3/1/2005	ALTSCHULER, MILTON, M D	850.00	1,525.00
3/1/2005	AMERICA FIRST LEGAL	183.50	717.00
3/1/2005	AMERICAN ASSOCIATION	64.00	290.98
3/1/2005	AMERICAN LIBRARY ASSOCIATION	326.59	419.39
3/1/2005	AMERICAN MATERIALS	11,144.83	454,573.44
3/1/2005	AMERISUITES	338.10	338.10
3/1/2005	AMIGOS LIBRARY SERVICES	22,282.37	22,282.37
3/1/2005	ANCO-WESSENDORFF INSURANCE	227.50	12,589.50
3/1/2005	ANIXTER INC	183.31	1,891.05
3/1/2005	APRISA TECHNOLOGY LLC	1,849.00	47,415.98
3/1/2005	ARNOLD, KEVIN DARNELL	1,275.00	9,165.00
3/1/2005	ARNOLD, LINDBERG	43.74	43.74
3/1/2005	ASHFORD, ERIC	300.00	8,140.00
3/1/2005	AT ROAD, INC.	179.85	1,079.10
3/1/2005	AUTO TRUCK APPRAISERS, INC	263.50	2,526.75
3/1/2005	AVES AUDIO VISUAL SYSTEMS, INC	382.82	10,816.82
3/1/2005	AVIA PARTNERS	2,700.11	202,173.26
3/1/2005	B I MONITORING CORPORATION	2,802.45	17,484.60
3/1/2005	BAKE-O BODY & PAINT, INC	655.71	25,692.19
3/1/2005	BAKER & TAYLOR INC	7,490.14	126,497.51
3/1/2005	BBC AUDIOBOOKS AMERICA	194.80	4,025.18
3/1/2005	BECERRA, COLGIN & PERWIN	1,425.75	11,558.00
3/1/2005	BECERRA, JAMES CHRISTIAN	450.00	12,285.00
3/1/2005	BIRD, ROBERT	144.00	546.00
3/1/2005	BLAKE PHILLIPS CAR CARE CENTER	8,715.60	46,317.42
3/1/2005	BLANKENSHIP, JACQUELINE	100.00	250.00
3/1/2005	BOB BARKER COMPANY INC	1,509.53	11,147.04
3/1/2005	BOOK WHOLESALERS, INC.	643.53	1,021.15
2/23/2005	BOON-CHAPMAN BENEFIT	73,228.39	407,566.52
3/1/2005	BRAIN & SPINE CLINIC, P A	46.27	205.83
3/1/2005	BRAUN, JEFF	126.58	1,406.46
3/1/2005	BRENHAM WHOLESALE GROCERY CO	480.35	312,065.63
3/1/2005	BROOKSIDE EQUIPMENT SALES INC	76.99	12,063.96
3/1/2005	BROWN, SALLY R	1,266.25	3,936.50
3/1/2005	BROYLES, ELIZABETH C	150.00	2,395.00
3/1/2005	BUILDING SPECIALTIES	407.23	2,332.74
3/1/2005	C & E PRODUCTS INC	232.00	2,816.56
3/1/2005	C & G WHOLESALE	166.79	7,439.99

Note: 1

Payment Date	Vendor Name	Vendor Payment	Total 2005 Payments	
3/1/2005	CABRERA, KIMBERLY	27.54	105.92	
3/1/2005	CAMPBELL, KIM	95.99	343.54	
3/1/2005	CDW GOVERNMENT, INC	1,610.00	5,060.30	
3/1/2005	CENTERPOINT ENERGY ENTEX	19,049.87	127,225.76	
3/1/2005	CENTRAL HARDWARE NO 2, LLC	355.34	5,484.34	
3/1/2005	CENTURY ASPHALT MATERIALS	3,257.99	99,043.99	
3/1/2005	CHALKS TRUCK PARTS, INC	371.65	6,059.95	
3/1/2005	CHAMPION FASTENER & INDUSTRIAL	424.04	6,326.28	
3/1/2005	CHANNEL BEARING & SUPPLY CO	19.72	2,029.13	
3/1/2005	CICADA PEST CONTROL LLC	585.00	985.00	
3/1/2005	CINGULAR WIRELESS	869.01	18,569.89	
3/1/2005	CITY OF FULSHEAR	34,170.17	38,238.66	
3/1/2005	CITY OF RICHMOND	241.86	110,328.38	
3/1/2005	CITY OF ROSENBERG	2,022.77	43,212.34	
3/1/2005	CLEARFIELD COMPANY INC	268.70	459.90	
3/1/2005	CLINICAL PATHOLOGY LABS, INC	342.93	16,029.19	
3/1/2005	COASTAL BUTANE SERVICE CO.	655.00	10,878.95	
3/1/2005	CONTEMPO SIGNS	185.00	185.00	
3/1/2005	COOK'S CORRECTIONAL KITCHEN	459.00	610.69	
3/1/2005	CORE PRODUCTS	174.99	174.99	
3/1/2005	COX, JOE	15.40	77.64	
3/1/2005	CROWLEY, JAMES SIDNEY	500.00	10,280.00	
3/1/2005	CROWNE PLAZA AUSTIN	529.00	529.00	
3/1/2005	D & S TRUCK PARTS & REPAIR	7.50	3,840.55	
3/1/2005	DAVIS BROTHERS AUTO SUPPLY	408.24	20,639.14	
3/1/2005	DELEON, TERESA	650.00	650.00	
3/1/2005	DELGADO, MARY	17.59	17.59	
3/1/2005	DELL MARKETING L.P.	16,855.76	417,723.33	
3/1/2005	DEMCO, INC	1,315.32	4,131.71	
2/23/2005	DENTICARE, INC	4,944.78	23,327.30	Note: 1
3/1/2005	DESAI, RIDDHI	2,850.00	8,770.00	
3/1/2005	DIAZ, MICHAEL C	550.00	13,125.00	
3/1/2005	DIRECT ENERGY, L.P.	150.00	3,618.64	
3/1/2005	DISTINCTIVE GLASS CO INC	387.15	8,141.37	
3/1/2005	DISTRIBUTION VIDEO & AUDIO	15.00	1,254.94	
3/1/2005	DITTERT RUBBER STAMP, LTD	324.06	1,595.25	
3/1/2005	DIXIE SHELVING COMPANY	642.00	642.00	
3/1/2005	DOGGETT, STEPHEN A	450.00	29,089.10	
3/1/2005	DRAKE, NANCY	177.43	445.24	
3/1/2005	DRURY INN	80.49	1,644.26	
3/1/2005	DYNIX	3,599.00	79,000.80	
3/1/2005	EMPIRE STEAM & PRESSURE	417.75	417.75	
3/1/2005	ESP OFFICE SOLUTIONS, LLC	16,543.26	34,931.07	
3/1/2005	ESPARZA, RAQUEL	264.00	752.00	
3/1/2005	EVANS, STEVE L	22.41	195.13	
3/1/2005	FADEN, CARY M	5,325.00	23,660.00	
3/1/2005	FBC GUS GEORGE LAW ACADEMY	44.00	7,577.00	
3/1/2005	FIESTA #22	265.24	376.87	
3/1/2005	FILTER PRODUCTS INCORPORATED	605.83	1,782.14	
3/1/2005	FIRST CHOICE POWER, INC	150.00	987.00	
3/1/2005	FLEETPRIDE, INC	17.33	17.33	
3/1/2005	FLOWERS BAKING COMPANY	349.70	24,035.71	
3/1/2005	FORT BEND CARDIOLOGY, PA	1,043.39	6,120.98	
3/1/2005	FORT BEND COUNTY	124.37	2,857.61	
3/1/2005	FORT BEND FAMILY HEALTH CENTER	3,228.06	219,891.35	
3/1/2005	FORT BEND HYDRAULICS INC	1,470.18	33,461.24	
3/1/2005	FORT BEND ISD-TAX OFFICE	332.83	525.98	
3/1/2005	FORT BEND VACUUM &	24.96	73.81	

Payment Date	Vendor Name	Vendor Payment	Total 2005 Payments
3/1/2005	FORT BEND/SOUTHWEST STAR	35.00	1,651.37
3/1/2005	FOSTER, LONNIE	275.00	7,937.50
3/1/2005	FRALEY, FRANK J	400.00	8,180.00
3/1/2005	G & K SERVICES	2,933.51	49,675.86
3/1/2005	G T DISTRIBUTORS, INC	58,873.25	80,397.95
3/1/2005	GALL'S INC	66.34	11,852.94
3/1/2005	GALVAN-SCHULZE, ROSE MARY	500.00	8,650.00
3/1/2005	GASTON, REGINALD L	78.00	1,256.00
3/1/2005	GEORGE FOUNDATION	166.04	15,023.93
3/1/2005	GEORGE URBISH ELECTRIC	866.50	9,581.32
3/1/2005	GEXA ENERGY CORP	150.00	1,248.21
3/1/2005	GILLEN PEST CONTROL, INC.	150.00	5,279.00
3/1/2005	GLOBAL GOVT/EDUCATION SOLUTION	172.25	605.88
3/1/2005	GLOBE ELECTRIC CO., INC.	289.00	289.00
3/1/2005	GONZALEZ, RALPH	500.00	21,340.00
3/1/2005	GOULD PUBLICATIONS	27.95	182.95
3/1/2005	GRAINGER PARTS OPERATIONS	615.38	20,919.28
3/1/2005	GRAYLESS INSURANCE AGENCY	93.00	1,671.50
3/1/2005	GREADY, MARY	174.77	194.77
3/1/2005	GREEN, CHERIE	215.00	215.00
3/1/2005	GUESS GROUP, INC	46,200.00	113,494.50
3/1/2005	GULF COAST RADIOLOGY LTD	1,798.01	15,072.45
3/1/2005	GUTIERREZ, REBECCA	800.00	2,300.00
3/1/2005	HAJDIK'S FOOD MARKET	69.81	69.81
3/1/2005	HARRIS COUNTY - J I M S	16.80	128.80
3/1/2005	HARRIS COUNTY TREASURER	34,125.00	106,386.82
3/1/2005	HAYS COUNTY TREASURER	12,350.00	115,976.00
3/1/2005	HEBERT, ROBERT	607.62	737.60
3/1/2005	HECKER, DON A	1,050.00	15,755.00
3/1/2005	HEGEMIER, JESSE	373.64	2,783.31
3/1/2005	HEMOCUE INC	120.00	120.00
3/1/2005	HGAC-HOU/GALV AREA COUNCIL	3,528.19	20,706.27
3/1/2005	HI-WAY EQUIPMENT COMPANY INC	1,672.67	32,978.23
3/1/2005	HOLM, PAT	5.26	24.76
3/1/2005	HOLUB, CAROL	8.52	122.77
3/1/2005	HOME DEPOT CREDIT SERVICES	2,942.55	28,483.02
3/1/2005	HONEYWELL, INC	3,122.17	18,623.77
3/1/2005	HOUSTON EYE ASSOCIATES	169.39	5,137.46
3/1/2005	HOUSTON LAW REVIEW	30.95	30.95
3/1/2005	HUSKY TRAILER & PARTS CO	323.10	1,634.15
3/1/2005	IMPRESSIVE PRINTING	390.00	10,688.80
3/1/2005	INGRAM LIBRARY	1,309.75	23,043.21
3/1/2005	IRON MOUNTAIN INTELLECTUAL	346.00	346.00
3/1/2005	J & J PRECISION MACHINING	880.00	1,145.50
3/1/2005	JALOMO, GILBERT D., JR.	119.88	1,030.45
3/1/2005	JOHNSON, KATHY J	4,900.00	29,821.76
3/1/2005	JONES MCCLURE PUBLISHING	65.95	193.85
3/1/2005	JONES MCCLURE PUBLISHING, INC	82.00	727.65
3/1/2005	KINCADE, JAMES P.C.	1,608.92	6,841.92
3/1/2005	KOENIG WELDING SERVICE, INC	490.00	490.00
3/1/2005	KROGER - SW KMA CUSTOMER CHGS	228.44	6,244.70
3/1/2005	KROGER - SW KMA CUSTOMER CHGS	283.95	6,528.65
3/1/2005	LAWRENCE MARSHALL CHEVROLET	150,991.00	196,357.00
3/1/2005	LEAVEY, DEBBIE	1,055.77	9,601.68
3/1/2005	LECTORUM PUBLICATIONS, INC	843.31	926.41
3/1/2005	LEGAL DIRECTORIES PUBLISHING	214.50	367.50
3/1/2005	LEXIS-NEXIS	90.00	1,888.00
3/1/2005	LITERACY VOLUNTEERS OF FORT	2,350.03	12,124.48

Payment Date	Vendor Name	Vendor Payment	Total 2005 Payments
3/1/2005	LONE STAR UNIFORMS, INC.	3,752.10	78,935.80
3/1/2005	LUTHERAN SOCIAL SERVICES	3,565.00	22,310.00
3/1/2005	M & D DISTRIBUTORS	85.10	1,578.92
3/1/2005	MACHA, MARK	83.03	189.67
3/1/2005	MAGANA, BRENDA	334.00	334.00
3/1/2005	MAI, RUSSELL	122.48	164.29
3/1/2005	MANNINO, VINCENT	670.77	1,133.08
3/1/2005	MARION MONTGOMERY, INC	75.00	4,599.25
3/1/2005	MARK'S PLUMBING PARTS	58.80	5,288.76
3/1/2005	MARTINEZ, STEVEN S	300.00	300.00
3/1/2005	MAYFIELD, HELEN	3,000.00	6,940.00
3/1/2005	MCDUGAL, LARRY P	375.00	6,250.00
3/1/2005	MCMEANS, WALTER S, JUDGE	599.78	1,208.07
3/1/2005	MCQUEEN, YOLANDA	44.60	584.86
3/1/2005	MEDICAL WHOLESALE, INC	1,084.00	1,084.00
3/1/2005	MEMORIAL PATHOLOGY	5.59	5.59
3/1/2005	MHHS FORT BEND HOSPITAL	57.43	68,914.61
3/1/2005	MIDWEST TAPE	98.95	1,150.29
3/1/2005	MIKE KROLczyk INC	1,443.75	6,205.60
3/1/2005	MORE DIRECT, INC	510.00	48,382.19
3/1/2005	MORSE WHOLESALE PAPER CO	1,024.55	64,065.12
3/1/2005	MUSTANG TRACTOR & EQUIPMENT CO	164,603.82	214,047.59
3/1/2005	NAEGELI TRANSPORTATION, INC	1,600.00	1,600.00
3/1/2005	NASCO	59.28	104.42
3/1/2005	NATIONAL BUSINESS CONTROL	10,383.75	10,383.75
3/1/2005	NEAL-SCHUMAN PUBLISHERS, INC	110.00	110.00
3/1/2005	NEW ENGLAND HISTORIC	120.50	120.50
3/1/2005	NEW SOLUTIONS	387.00	718.00
3/1/2005	NEWTON, NORA	25.11	46.11
3/1/2005	NEXTEL COMMUNICATIONS	12,598.39	119,110.34
3/1/2005	NJOKU, MICHAEL N	815.00	11,160.00
3/1/2005	NNAKA, KENNETH	400.00	925.00
3/1/2005	NOKEO AUTOMOTIVE EQUIP SERVICE	995.00	1,315.07
3/1/2005	NORTH MISSION GLEN MUD	150.00	300.00
3/1/2005	NORTHERN TOOL & EQUIPMENT/	526.07	631.84
3/1/2005	NULL-LAIRSON, CPA	4,750.00	6,250.00
3/1/2005	OFFICE DEPOT, INC	7,287.82	127,079.39
3/1/2005	OMNI AUSTIN HOTEL SOUTHPARK	460.00	3,584.55
3/1/2005	O'REILLY AUTO PARTS	873.74	1,424.85
3/1/2005	OTHON, INC	49,681.57	79,602.73
3/1/2005	OZARKA SPRING WATER CO	631.04	10,739.04
3/1/2005	PAPA JOHN'S	89.94	221.92
3/1/2005	PEREZ- JARAMILLO, MAGGIE	650.00	25,853.75
3/1/2005	PETS MART #0631	398.76	856.74
3/1/2005	PITTSBURGH PAINT	297.52	297.52
3/1/2005	POLLY RYON HOSPITAL	186,664.80	969,911.21
3/1/2005	POLLY RYON MEDICAL GROUP	340.93	5,174.61
3/1/2005	POSTMASTER	76.00	43,969.00
3/1/2005	PREMIUM FOODS	510.30	37,264.43
3/1/2005	PRESTAGE, GRADY	189.65	1,913.69
3/1/2005	PRINTING TRADE SERVICES	1,200.00	18,081.36
3/1/2005	PROFESSIONAL BONDSMEN OF TEXAS	100.00	100.00
3/1/2005	PRO-LINE COLD PATCH, INC	4,713.80	7,452.90
3/1/2005	PROVIEW TECHNOLOGY, INC	51.00	51.00
3/1/2005	PUBCHARA P.C. , SILVIA	725.00	2,375.00
3/1/2005	RADIOSHACK	69.97	980.78
3/1/2005	RADISSON HOTEL & SUITES-AUSTIN	136.85	433.55
3/1/2005	RADISSON PLAZA HOTEL-FT WORTH	276.00	1,913.60

Payment Date	Vendor Name	Vendor Payment	Total 2005 Payments
3/1/2005	RANDOM HOUSE, INC	228.80	246.80
3/1/2005	RANDYS DRIVESHAFT SERVICE	485.33	2,803.56
3/1/2005	REAGAN QUALITY LIGHTING, INC	115.67	115.67
3/1/2005	RECORDED BOOKS, LLC	527.20	13,695.28
3/1/2005	REDMAN-WRIGHT, INC	1,485.00	8,959.50
3/1/2005	RED'S GRILL	195.99	195.99
3/1/2005	REDWOOD TOXICOLOGY LABORATORY	405.51	1,294.01
3/1/2005	REGENT BOOK CO, INC	23.90	10,203.22
3/1/2005	RELIANT ENERGY	2,679.23	48,744.71
3/1/2005	RELIANT ENERGY ENTEX	286.97	3,441.98
3/1/2005	RELIANT ENERGY RETAIL SERVICES	1,146.78	51,566.76
3/1/2005	REPORTERS PAPER & MFG CO	109.38	224.90
3/1/2005	RICHMOND BONE & JOINT CLINIC	388.65	15,126.95
3/1/2005	ROBLES, JUAN	30.38	128.26
3/1/2005	ROSAS, SARA	452.21	452.21
3/1/2005	ROSENBERG CARPET CENTER INC	5,504.46	58,427.94
3/1/2005	ROTHMAN, KAREN ROMEO	142.50	5,445.50
3/1/2005	RUBIN, LEONARD MITCHELL	150.00	12,822.50
3/1/2005	S & W ENGINES, INC	7.32	496.69
3/1/2005	SBC DATACOM	170.00	27,072.47
3/1/2005	SBC SOUTHWESTERN BELL	49.70	146,989.60
3/1/2005	SCHAEFER, NINA	400.00	7,300.00
3/1/2005	SCHEPPS DAIRY	1,050.00	30,496.31
3/1/2005	SHAMROCK COMPANIES, THE	20.00	6,246.50
3/1/2005	SHAW, RUBY	8,625.00	26,393.75
3/1/2005	SHAY, JED M.D., P.A.	68.87	68.87
3/1/2005	SHEPLER EQUIPMENT	320.36	536.02
3/1/2005	SHERWIN-WILLIAMS CO	44.01	5,328.48
3/1/2005	SHI GOVERNMENT SOLUTIONS, INC	3,317.00	126,450.95
3/1/2005	SHOPPA'S FARM SUPPLY INC	274.23	9,404.42
3/1/2005	SINGLETON ASSOCIATES P.A.	6.11	6.11
3/1/2005	SLATER, WILLIAM	79.20	132.85
3/1/2005	SLAVINSKI, BOBBY	316.20	1,716.27
3/1/2005	SOUTH TEXAS MEDICAL CLINICS	136.69	887.49
3/1/2005	SOUTH TEXAS PAIN MNGMT PA	40.42	3,800.89
3/1/2005	SOUTHERN NATIONAL BANK OF TX	35.77	93,428.59
3/1/2005	SOUTHWEST BOOK COMPANY	386.46	7,226.27
3/1/2005	SOUTHWEST GRAPHIX	650.00	650.00
3/1/2005	SOUTHWEST SUN	35.76	3,864.19
3/1/2005	SOUTHWEST SURGICAL ASSOCIATES	295.99	7,428.98
3/1/2005	SOUTHWESTERN BELL TELEPHONE	71,608.83	457,585.56
3/1/2005	SPECIALTY STORE SERVICES, INC.	640.71	1,185.98
3/1/2005	SPEEDWAY SHIRTS & SIGNS	355.80	15,345.41
3/1/2005	SPRINT FORT BEND COUNTY	144.00	1,488.00
3/1/2005	STASCO INC	44.06	268.08
3/1/2005	STAT CARE OF TEXAS PA	602.27	26,312.26
3/1/2005	STAVINOHA, TOM	96.80	1,138.23
3/1/2005	STEELE, CORINNA	2,587.50	34,755.00
3/1/2005	STERICYCLE INC	136.58	527.58
3/1/2005	SUNBELT MILL SUPPLY	59.76	15,372.28
3/1/2005	SUTER, JOHNNIE KAY	100.00	100.00
3/1/2005	TELE-COMMUNICATIONS, INC.	252.62	1,497.82
3/1/2005	TERMINIX INTERNATIONAL, INC	85.00	648.00
3/1/2005	TERRY, T K	1,062.50	9,621.50
3/1/2005	TEXAS ASSOCIATION OF	200.00	200.00
2/23/2005	TEXAS ASSOCIATION OF COUNTIES	1,125.00	10,005.73
3/1/2005	TEXAS ASSOCIATION OF COUNTIES	175.00	10,005.73
3/1/2005	TEXAS DEPARTMENT OF HEALTH	150.00	2,680.00

Note: 1

Payment Date	Vendor Name	Vendor Payment	Total 2005 Payments	
3/1/2005	TEXAS DEPT OF HEALTH-PROF	106.00	106.00	
3/1/2005	TEXAS INDUSTRIES INC	2,719.44	10,549.74	
3/1/2005	TEXAS MARKING PRODUCTS, INC	14.97	2,970.21	
3/1/2005	TEXAS MONTHLY	15.00	15.00	
3/1/2005	TEXAS POLICE ASSOCIATION	210.00	240.00	
3/1/2005	TEXAS STATE UNIVERSITY	40.00	100.00	
3/1/2005	TEXAS STATE UNIVERSITY/	40.00	60.00	
3/1/2005	TEXAS WELDERS SUPPLY CO, INC	150.00	7,192.84	
3/1/2005	THOMSON GALE	7,954.04	89,248.02	
3/1/2005	TIMBERLAND ENTERPRISES, INC	1,774.80	7,829.15	
3/1/2005	TOTAL TECHNOLOGIES, LLC	966.10	61,753.49	
3/1/2005	TRAILER AXLE & PART OF HOUSTON	515.88	669.38	
3/1/2005	TRISTAR RISK MANAGEMENT	16,250.00	81,250.00	
3/1/2005	TXU ENERGY	122.08	799.05	
3/1/2005	TXU ENERGY SERVICES	32,423.02	628,876.96	
3/1/2005	U S TREASURY-LEVY PROCEEDS	200.00	4,510.00	
3/1/2005	UHER, DANIELLE	133.64	289.67	
3/1/2005	UNITED PARCEL SERVICE	11.47	1,959.17	
3/1/2005	UNIVERSAL LIGHTS, INC.	214.80	618.12	
3/1/2005	UNIVERSITY PRESS OF FLORIDA	80.00	80.00	
2/23/2005	UNUM LIFE INSURANCE	17,751.32	88,368.34	Note: 1
3/1/2005	UROLOGIC CONSULTANTS	33.04	8,402.04	
3/1/2005	VALIKONIS, STEVEN W	687.50	875.00	
3/1/2005	VERIZON WIRELESS	118.69	491.39	
3/1/2005	VERIZON WIRELESS MESSAGING	204.25	7,902.38	
2/23/2005	VISION CARE, INC	7,063.40	29,065.68	Note: 1
3/1/2005	VULCAN, INC	2,468.00	4,980.78	
3/1/2005	W J INTERESTS, LLC	1,043.61	32,162.45	
3/1/2005	WAL MART COMMUNITY BRC	8.87	7,749.44	
3/1/2005	WEBB, JEFFREY ODE	1,250.00	19,061.25	
3/1/2005	WEST GROUP PAYMENT CENTER	586.00	65,503.40	
3/1/2005	WHITT, KENNETH J	66.00	948.00	
3/1/2005	WHOLISTIC COUNSELING SERVICES	94.00	5,288.00	
3/1/2005	WILLIAMS, JOHNNEL	500.00	7,015.00	
3/1/2005	WINDSHIELDS UNLIMITED #1	1,300.78	1,300.78	
3/1/2005	WINGFOOT COMMERCIAL TIRE	512.00	2,974.00	
3/1/2005	WOOLSEY, KAREN	906.08	6,382.26	
		<u>1,389,642.42</u>		

Note: Checks released prior to 03/1/05 for the following disbursements:

(1): Payroll deductions of \$104,112.89 paid to outside vendors

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

DATE SUBMITTED: 2/21/05

SUBMITTED BY: P.BATTS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: (043) ENGINEERING

31

COURT AGENDA DATE: 3/1/05

PHONE NO.: (281) 633-7507

SUMMARY OF ITEM: **LAND MATTERS, PCT. 2.**

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()

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

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Copies with back-up to:

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

AGENDA ITEM

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

3-4-05

*Original Statements sent to
Paula @ Engineering.*

**First
Southwestern
Title Company
of America L.L.C.**

AND AFFILIATED COMPANIES

February 10, 2005

Via Hand Delivery

Ms. Paulette Batts
Fort Bend County Engineering
1124 Blum Road
Rosenberg, TX 77471

Re: Parcel No. 22

Dear Ms. Batts:

Please find attached corrected HUD Settlement State for the above referenced parcel, plus ~~two~~ **(4)** copies. **Notice line 303 reflects the difference owed on this parcel in the amount of \$2,035.54.**

Should you have any questions, please contact the undersigned at (713) 520-8484.

Sincerely,



Charlene H. Daniels
Senior Escrow Officer/Branch Manager for
Mid Town Land Consortium an affiliate of
First Southwestern Title of America, L.L.C.

CHD/aml

Attachment



SUMMARY OF PARCEL NO: 22

INVOICE FOR: PARCEL NO. 22

AMOUNT: \$2,035.54

TOTAL DUE: \$2,035.54

**A. U.S. Department of Housing
and Urban Development****B. Type of Loan**1. ☐ FHA 2. ☐ FMHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins. [X] Other.

6. File Number

200402897

7. Loan Number

Settlement Statement

8. Mortgage Ins. Case No.

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing; they are shown here for information purposes and are not included in the totals.**D. Name of Borrower:** Fort Bend County
Fifth Street Grocery**E. Name of Seller:** Lajuna Inc.

TIN:

F. Name of Lender: Cash Transaction**G. Property Location:** Lot 22, W. T. NEAL 1/4 LEAGUE, A-64

Fifth Street Right-of-way, Stafford, TX

H. Settlement Agent: First Southwestern Title Company of America, L.L.C.

TIN:

Place of Settlement: 1406 Southmore, Houston, TX 77004**I. Settlement Date:** 10/12/2004**Proration Date:** 10/12/2004**J. Summary of Borrower's Transaction****K. Summary of Seller's Transaction**

100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	3,297.00	401. Contract sales price	3,297.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	2,222.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	5,519.00	420. Gross amount due to seller:	3,297.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Partial Payment	3,483.46	504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	3,483.46	520. Total reduction in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	5,519.00	601. Gross amount due to seller (line 420)	3,297.00
302. Less amount paid by/for borrower (line 220)	3,483.46	602. Less total reduction in amount due seller (line 520)	0.00
303. CASH (X)FROM ()TO BORROWER	2,035.54	603. CASH ()FROM (X)TO SELLER	3,297.00

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

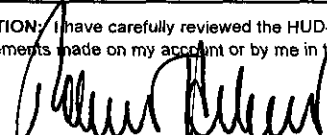
You are required by law to provide First Southwestern Title Company of America, L.L.C. with your correct taxpayer identification number.

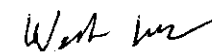
If you do not provide First Southwestern Title Company of America, L.L.C. with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

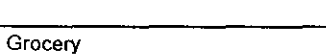
Lajuna Inc.

L. Settlement Charges		2/21/05 4:47 PM	File Number: 200402897	
700.	Total sales/broker commission		Paid From	Paid From
	Division of commission (line 700) as follows:		Borrower's	Seller's
701.	\$		Funds at	Funds at
702.	\$		Settlement	Settlement
703.	Commission paid at settlement			
704.				
800.	Items payable in connection with loan			
801.	Loan origination fee			
802.	Loan discount			
803.	Appraisal fee			
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.	Underwriting Fee			
809.	Flood Certification Fee			
810.	Tax Service Fee			
811.				
812.				
813.				
814.	Yield Spread Premium			
900.	Items required by lender to be paid in advance			
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for			
904.				
905.	VA Funding Fee			
1000.	Reserves deposited with lender			
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments (maint.)			
1006.				
1007.				
1008.				
1009.	Aggregate Adjustment			
1100.	Title charges			
1101.	Settlement or closing fee			
1102.	Abstract or title search			
1103.	Title examination			
1104.	Title insurance binder			
1105.	Document preparation			
1106.	Notary fees			
1107.	Attorney's fees to Atty Ray Shackelford	250.00		
	includes above items no.:			
1108.	Title insurance to First Southwestern Title Company of America, L.L.	1,300.00		
	includes above items no.:	Endorsements		
1109.	Lender's coverage \$141,580.00	\$1,175.00		
1110.	Owner's coverage \$3,297.00	\$125.00		
1111.	Escrow Fee to Atty Ray Shackelford	350.00		
1112.	Messenger Fee to Atty Ray Shackelford	125.00		
1113.	Policy Guaranty Fee to FSWT Policy Guaranty Fee Account	2.00		
1114.	Tax Certificate to Data Trace	65.00		
1200.	Government recording and transfer charges			
1201.	Recording fees: Deed \$50.00 Mortgage \$50.00 Release \$30.00	130.00		
1202.	City/county tax/stamps:			
1203.	State tax/stamps:			
1204.				
1205.				
1206.				
1300.	Additional settlement charges			
1301.	Survey			
1302.	Pest inspection			
1303.				
1304.				
1305.				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	2,222.00		

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.


Fort Bend County


Lajuna Inc.


Fifth Street Grocery

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Charlene J. Daniels

First Southwestern Title Company of America, L.L.C.

10/27/04

Date

SELLER'S AND/OR PURCHASER'S STATEMENT Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorrations and signifies their understanding that prorrations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Purchasers/Borrowers



Fort Bend County

Sellers



Lajuna Inc.

Fifth Street Grocery

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

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

DATE SUBMITTED: 02/23/05

SUBMITTED BY: Ed Sturdivant
DEPARTMENT: Auditors Office
PHONE NO.: 281-341-3769

AGENDA

D 2

COURT AGENDA DATE: 03/01/05

SUMMARY OF ITEM:

Approve the Fort Bend County Drainage District financial report for the year ended September 30, 2004.

AGENDA ITEM

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

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

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

One Time ()

Funding Source:

Recurring ()

Fund Agency Org

N/A ()

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

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)

☒ Comm. Pct. 1 (281-342-0587)
☒ Comm. Pct. 2 (281-403-8009)
☒ Comm. Pct. 3 (281-242-9060)
☒ Comm. Pct. 4 (281-980-9077)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

3-4-05 Original Affidavit & Report sent to
Ed - Co. Auditor.

ANNUAL FILING AFFIDAVIT

THE STATE OF TEXAS
COUNTY OF Fort Bend

I, Robert E. Hebert of the _____
(Name of Duly Authorized District Representative)

Fort Bend County Drainage District
(Name of District)

hereby swear, or affirm, that the district named above has reviewed and approved at a meeting of the Board of the Directors of the District on the 1st day of March, 2005, its annual audit report for the fiscal year or period ended September 30, 2004 and that copies of the annual audit report have been filed in the district office, located at 1004 Blume Rd. Rosenberg, TX 77471.
(Address of District)

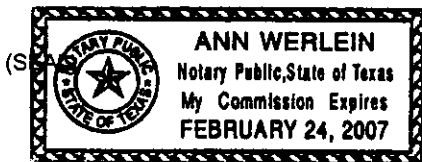
The annual filing affidavit and the attached copy of the audit report are being submitted to the Texas Commission on Environmental Quality in satisfaction of the annual filing requirements of Texas Water Code Section 49.194.

Date: March 1, 2005

By: [Signature]
(Signature of District Representative)

Robert E. Hebert, County Judge
(Typed Name & Title of above District Representative)

Sworn to and subscribed to before me this 1 day of March, 2005



Ann W. Wilson
(Signature of Notary)

My Commission Expires On: 2-24, 2007
Notary Public in the State of Texas.

**FORT BEND COUNTY
DRAINAGE DISTRICT**

**FORT BEND COUNTY, TEXAS
FINANCIAL REPORT
September 30, 2004**

FORT BEND COUNTY DRAINAGE DISTRICT

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Government-wide Financial Statements:		
Statement of Net Assets	A-1	6
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Fund Financial Statements:		
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Statement of Revenues, Expenditures, and Changes in Fund Balances -- Governmental Funds	A-4	9
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INDEPENDENT AUDITORS' REPORT

**INDEPENDENT
AUDITOR'S
REPORT**

GOVERNMENT-WIDE FINANCIAL STATEMENTS

As management of the Fort Bend County Drainage District (the District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the year ended September 30, 2004. We encourage readers to consider the information presented here in conjunction with the District's financial statements, which begin on page 6.

Financial Highlights

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year by \$10,435,299 (net assets).
- As of September 30, 2004, the District's governmental funds reported an ending fund balance of \$5,591,941.
- The District's cash balance at September 30, 2004 was \$2,515,848.
- The District had program revenues (charges for services) of \$657,360 and program expenses of \$7,942,335.

Overview of the Financial Statements

The discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *statement of net assets* presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *statement of activities* presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., depreciation and earned but unused vacation leave).

The government-wide financial statements report on the function of the District that is principally supported by general revenues. The government-wide financial statements can be found on pages 6 and 7 of this report.

FUND FINANCIAL STATEMENTS

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District maintains a general fund and a capital project fund on the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance.

Governmental Funds

The general fund and capital projects fund are governmental funds used to account for essentially the same function reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of the general and capital projects funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented in the general fund and capital projects fund with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between the governmental funds and *governmental activities*. The basic governmental fund financial statements can be found on pages 8 and 9 of this report.

NOTES TO THE FINANCIAL STATEMENTS

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 11 through 21 of this report.

Government-Wide Financial Analysis

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the District, assets exceeded liabilities by \$10,435,299 as of September 30, 2004. The largest portion of the District's net assets reflects available cash in the capital projects fund. It is the District's intent to use these funds to finance projects that assist in providing drainage of its lands. Therefore, the unrestricted net assets of the District are available for future use to provide program services.

	Governmental Activities	
	2004	2003
Current and other assets	\$ 6,409,902	\$ 9,228,627
Capital assets, net	4,536,732	3,596,223
Total assets	10,946,634	12,824,850
Other current liabilities	511,335	790,308
Total liabilities	511,335	790,308
Net Assets:		
Invested in capital assets, net		
of related debt	4,536,732	3,596,223
Unrestricted	5,898,567	8,708,319
Total net assets	\$ 10,435,299	\$ 12,304,542

The District's revenues are mainly general revenues received from property taxes levied in the District. The District's general revenues and charges for services were insufficient to cover all expenses incurred during year ended September 30, 2004 resulting in a \$1,599,243 decrease to net assets. This decrease can be attributed to an increase in expenditures associated with the Upper Oyster Creek project.

Fund Financial Analysis

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District's governmental funds are discussed below:

GOVERNMENTAL FUNDS

The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, fund balances may serve as a useful measure of a government's net resources available for spending for program purposes at the end of the fiscal year.

As of September 30, 2004, the District's governmental funds, which consists of the general fund and one capital projects fund, reported an ending fund balance of \$5,591,941. The fund balance primarily represents the accumulation of interest income and revenues in excess of expenditures. The fund balance is undesignated and is available for future spending.

Capital Asset and Debt Administration

CAPITAL ASSETS

As of September 30, 2004 the District's investment in capital assets for its governmental activities was \$4,536,732 (net of accumulated depreciation). This investment in capital assets includes vehicles, equipment, machinery, and buildings.

For the year ended September 30, 2004, major capital asset purchases include the following:

- Capital expenditures of \$62,932 were made to purchase four 2500 trucks.
- A 110 ton Dragline was purchased for \$750,909.
- A bulldozer was purchased for \$109,428.

Additional information on the District's capital assets can be found in Note 5 on page 18 and 19 of this report.

LONG-TERM DEBT

The District does not have any long-term liabilities as of September 30, 2004.

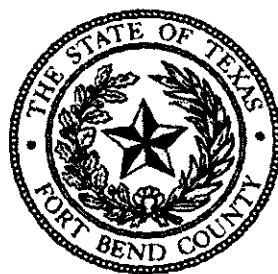
Future Events that will Impact the District

The FBFCWSC has issued approximately \$11.6 million in revenue bonds that will be used to complete what is known as the Big Creek Project. Construction has begun on the Big Creek Project, which will improve or enlarge approximately 20 linear miles of channel currently in the

District's maintenance system. Once the project is complete, the District will be responsible for maintaining Big Creek. The impact, however, will be minimized by a channel configuration that will be more suited to the use of more efficient maintenance equipment. It is not anticipated that additional employees or equipment will be needed because of the project. The Big Creek Project is estimated to be complete by December 2006.

Contacting the District's Financial Management

The financial report is designed to provide a general overview of the District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Dan Gerken, Fort Bend County Drainage District, 1004 Blume Rd., P.O. Box 1028, Rosenberg, Texas 77471.



MANAGEMENT'S DISCUSSION AND ANALYSIS

FORT BEND COUNTY DRAINAGE DISTRICT**STATEMENT OF NET ASSETS****SEPTEMBER 30, 2004**

	Governmental Activities
<hr/>	
Assets	
Cash	\$ 2,515,848
Investments	3,499,612
Receivables:	
Taxes	382,559
Prepays	2,500
Due from primary government	9,383
Capital assets, net	4,536,732
Total Assets	<hr/> 10,946,634 <hr/>
Liabilities	
Accounts payable	202,362
Accrued payroll	172,598
Accrued compensated absences	136,375
Total Liabilities	<hr/> 511,335 <hr/>
Net Assets	
Invested in capital assets, net of related debt	4,536,732
Unrestricted	5,898,567
Total Net Assets	<hr/> \$ 10,435,299 <hr/>

The accompanying notes are an integral part of these financial statements.

FORT BEND COUNTY DRAINAGE DISTRICT**STATEMENT OF ACTIVITIES****YEAR ENDED SEPTEMBER 30, 2004**

	Governmental Activities
Program Expenses	
Flood control projects	\$ 7,942,335
Total program expenses	7,942,335
Program Revenues	
Charges for services	657,360
Total Program Revenues	657,360
Expenses, Net of Program Revenue	(7,284,975)
General Revenues	
Property taxes	5,301,978
Investment income	138,697
Miscellaneous income	245,057
Total General Revenues	5,685,732
(Decrease) in Net Assets	(1,599,243)
Net Assets - Beginning	12,034,542
Net Assets - Ending	\$ 10,435,299

The accompanying notes are an integral part of these financial statements.



FUND FINANCIAL STATEMENTS

FORT BEND COUNTY DRAINAGE DISTRICT

BALANCE SHEET GOVERNMENTAL FUNDS

SEPTEMBER 30, 2004

	General	Capital Projects	Total Governmental Funds
<u>Assets</u>			
Cash and cash equivalents	\$ 338,240	\$ 2,177,608	\$ 2,515,848
Investments	2,500,000	999,612	3,499,612
Property taxes receivable, net	382,559		382,559
Prepaid expenditures		2,500	2,500
Due from primary government	9,383		9,383
Total Assets	\$ 3,230,182	\$ 3,179,720	\$ 6,409,902
<u>Liabilities</u>			
Accounts payable	\$ 158,212	\$ 44,150	\$ 202,362
Accrued payroll	172,598		172,598
Accrued compensated absences	60,442		60,442
Deferred revenues	382,559		382,559
Total Liabilities	773,811	44,150	817,961
<u>Fund Balances</u>			
Unreserved:			
Designated for capital projects		3,135,570	3,135,570
Undesignated	2,456,371		2,456,371
Total Fund Balances	2,456,371	3,135,570	5,591,941
Total Liabilities and Fund Balances	\$ 3,230,182	\$ 3,179,720	\$ 6,409,902
<u>Adjustments for the Statement of Net Assets:</u>			
Fund Balances - Governmental funds			\$ 5,591,941
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds.			4,536,732
Other long-term assets are not available to pay for current period expenditures and therefore not reported in the governmental funds.			382,559
Long-term liabilities, including compensated absences, are not due and payable in the current period and therefore are not reported in the fund financial statements.			(75,933)
Net Assets of Governmental Activities			\$ 10,435,299

The accompanying notes are an integral part of these financial statements.

FORT BEND COUNTY DRAINAGE DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2004

	General	Capital Projects	Total Governmental Funds
Revenues			
Taxes, penalties and interest	\$ 5,314,489	\$	\$ 5,314,489
Earnings on investments	42,064	96,633	138,697
Impact fees	657,360		657,360
Other	70,544	138,169	208,713
Total Revenues	<u>6,084,457</u>	<u>234,802</u>	<u>6,319,259</u>
Expenditures			
Current operating:			
Flood control projects - maintenance	5,484,093	2,734,712	8,218,805
Total Expenditures	<u>5,484,093</u>	<u>2,734,712</u>	<u>8,218,805</u>
Revenues Over Expenditures	600,364	(2,499,910)	(1,899,546)
Other Financing Sources (Uses)			
Intergovernmental transfer in from primary govt.	36,344		36,344
Intergovernmental transfer (out) to primary govt.	(728)		
Intergovernmental transfer (out) to Fort Bend			
Flood Control Water Supply Corporation	(657,360)		(657,360)
Total Other Financing Sources (Uses)	<u>(621,744)</u>		<u>(621,744)</u>
Net Change in Fund Balance	(21,380)	(2,499,910)	(2,521,290)
Fund balances - Beginning	2,477,751	5,635,480	8,113,231
Fund Balances - Ending	<u>\$ 2,456,371</u>	<u>\$ 3,135,570</u>	<u>\$ 5,591,941</u>
Net changes in fund balances - governmental funds			\$ (2,521,290)
Adjustments for the Statement of Activities:			
Governmental funds report capital outlays as expenditures. However, in the statements of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation expense.			940,509
Revenues that do not provide current financial resources are not reported as revenues in the governmental funds. This adjustment reflects the net change on the accrual basis of accounting.			(12,511)
Long-term liabilities, including compensated absences, are not due and payable in the current period and therefore are not reported in the fund financial statements. This adjustment reflects the net change on the accrual basis of accounting.			(5,951)
Change in Net Assets of Governmental Activities			<u>\$ (1,599,243)</u>

The accompanying notes are an integral part of these financial statements.

FORT BEND COUNTY DRAINAGE DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2004

WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2003

	Original Budget	Budget as Amended	Actual	Variance from Amended Over (Under)	2003 Actual
Revenues					
Taxes, penalties and interest	\$ 5,072,000	\$ 5,347,627	\$ 5,314,489	\$ (33,138)	\$ 5,074,885
Earnings on investments	44,000	44,000	42,064	(1,936)	64,821
Impact fees	450,000	450,000	657,360	207,360	760,903
Other	50,000	50,000	70,544	20,544	52,400
Total Revenues	<u>5,616,000</u>	<u>5,891,627</u>	<u>6,084,457</u>	<u>192,830</u>	<u>5,953,009</u>
Expenditures					
Current operating:					
Flood control projects -					
Maintenance	5,731,191	5,787,023	5,484,093	302,930	5,347,708
Total Expenditures	<u>5,731,191</u>	<u>5,787,023</u>	<u>5,484,093</u>	<u>302,930</u>	<u>5,347,708</u>
Revenues Over (Under)					
Expenditures	(115,191)	104,604	600,364	495,760	605,301
Other Financing Sources (Uses)					
Intergovernmental transfers in from primary government		36,344	36,344		
Intergovernmental transfers (out) to primary government		(728)	(728)		(1,330)
Intergovernmental transfers (out) to Fort Bend Flood Control Water Supply Corporation			(657,360)	(657,360)	(760,903)
Total Other Financing (Uses)		<u>35,616</u>	<u>(621,744)</u>	<u>(657,360)</u>	<u>(762,233)</u>
Revenues Over (Under)					
Expenditures and Other Financing (Uses)	(115,191)	140,220	(21,380)	(161,600)	(156,932)
Fund balance - Beginning	<u>2,477,751</u>	<u>2,477,751</u>	<u>2,477,751</u>		<u>2,634,683</u>
Fund Balance - Ending	<u>\$ 2,362,560</u>	<u>\$ 2,617,971</u>	<u>\$ 2,456,371</u>	<u>\$ (161,600)</u>	<u>\$ 2,477,751</u>

The accompanying notes are an integral part of these financial statements.

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Fort Bend County Drainage District (the "District") was established under Section 59 of Article XVI of the Constitution of Texas and includes all of the property within Fort Bend County. The District was created for the purpose of reclamation and drainage of its lands.

Considerations regarding the potential for inclusion of other entities, organizations, or functions in the District's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the District is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining whether the District's financial reporting entity status is that of a primary government are whether it has a separately elected governing body; it is legally separate; and it is fiscally independent of other state and local governments.

Based on criteria prescribed by generally accepted accounting principles, the District is considered a component unit of Fort Bend County, Texas (the "County"). The primary criteria for the inclusion of the District in the County's reporting entity is that of financial accountability. The Commissioners Court, the elected governing body of the County, acts as the governing body of the District. As such, the County is financially accountable for the District and the District is considered a component unit of the County. These financial statements include all of the funds and activities of the District.

Additionally, as required by generally accepted accounting principles, these financial statements have been prepared based on considerations regarding the potential for inclusion of other entities, organizations, or functions as part of the District's financial reporting entity. Based on these considerations, no other entities, organizations, or functions have been included in the District's financial reporting entity.

B. Financial Statement Presentation

In June 1999, the Governmental Accounting Standards Board (GASB) issued Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*. GASB Statement No. 34 establishes new requirements and a new reporting model for the annual reports of state and local governments. The Statement was developed to make annual reports easier to understand and more useful to the people who use governmental financial information to make decisions.

Management's Discussion and Analysis - GASB Statement No. 34 requires that financial statements be accompanied by a narrative introduction and analytical overview of the government's financial activities in the form of "management's discussion and analysis" (MD&A). This analysis is similar to the analysis that private sector companies provide in their annual reports.

Government-wide Financial Statements - The reporting model includes financial statements prepared using full accrual accounting for all of the government's activities. This approach includes not just current assets and liabilities, but also capital assets and long-term liabilities, if appropriate (such as buildings and infrastructure, including roads and bridges, and general obligation debt). Accrual accounting reports all of the revenues and costs of providing services each year, not just those received or paid in the current year or soon thereafter, as is the case with the modified accrual basis of accounting.

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

Statement of Net Assets - The Statement of Net Assets is designed to display the financial position of the primary government (governmental and business-type activities) and its discretely presented component units. Governments report all capital assets, including infrastructure, in the government-wide Statement of Net Assets and report related depreciation expense, the cost of "using up" capital assets, in the Statement of Activities. The net assets of a government are broken down into three categories: 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted.

Statement of Activities - The new government-wide statement of activities reports expenses and revenues in a format that focuses on the cost of each of the government's functions. The expense of individual functions is compared to the revenues generated directly by the function (such as user charges or intergovernmental grants).

Budgetary Comparison Schedules - Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments, and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets throughout the year for a variety of reasons. Under the new reporting model, governments will continue to provide budgetary comparison information in their annual reports. An important change, however, is a requirement to add the government's original budget to the current comparison of the final budget and actual results. This requirement only applies to entities that report a general fund or a major special revenue fund.

C. Government-wide and Fund Accounting

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. While the previous reporting model emphasized fund types (the total of all funds of a particular type), in the new reporting model the focus is on either the District as a whole or on major individual funds (within the fund financial statements). Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. In the government-wide Statement of Net Assets, the governmental activities column is presented on a consolidated basis by column, and reflects a full accrual, economic resource basis, which incorporates long-term assets and receivables, as well as long-term debt and obligations.

The government-wide Statement of Activities reflects both the gross and net cost per functional category, which are otherwise being supported by general government revenues (property taxes, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants and contributions. The program revenues must be directly associated with the function. The District does not allocate indirect expenses.

The governmental funds major fund statements in the fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements' governmental column, a reconciliation is presented which briefly explains the adjustments necessary to reconcile fund-based financial statements with the governmental column of the government-wide presentation.

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

The focus of the revised reporting model is on the District as a whole and the fund financial statements, including the major individual funds in the governmental category. Each presentation provides valuable information that can be analyzed and compared to enhance the usefulness of the information.

In the fund financial statements, the accounts of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Following is a description of the various funds:

Governmental Funds

General Fund

The General Fund is used to account for all revenues and expenditures, not accounted for in other funds, relating to general operations.

Capital Projects Fund

The Capital Projects Fund is used to account for the resources that are restricted to the construction and acquisition of major flood control projects and improvements.

D. Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing resources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The government-wide statement of net assets and statement of activities are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operations of these activities are included on the statement of net assets.

The District utilizes the modified accrual basis of accounting in the Governmental Fund Types. Under the modified accrual basis of accounting, revenues are recognized in the accounting period when they are susceptible to accrual (i.e., when they are measurable and available). Measurable means the amount of transaction can be determined and available means collectible within the current period or soon enough thereafter to pay liabilities of the current period. Revenues susceptible to accrual include charges for services and interest on temporary investments.

Under modified accrual accounting, expenditures are recognized in the accounting period in which the liability is incurred, if measurable, except for interest on long-term debt, which is recognized when due.

The statement of net assets and the statements of activities are presented on the accrual basis of accounting. Under this method of accounting, revenues are recognized in the accounting period in which they are earned, and expenses in the accounting period in which they are incurred.

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

E. Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is used as an extension of formal budgetary control in all budgeted funds. Encumbrances outstanding at year-end are closed, thereby releasing any unused reservation of fund balance. Unencumbered appropriations lapse at the end of the year.

F. Capital Assets

Capital assets used in governmental fund types of the government are recorded as expenditures of the General and Capital Projects Funds and as assets in the government-wide financial statements to the extent the District's capitalization threshold is met, currently \$5,000. All capital assets are valued at historical cost or estimated historical cost if actual cost was not available. Donated capital assets are valued at their estimated fair value on the date of donation.

According to GASB Statement No. 34, all infrastructure must be capitalized retroactively. The Fort Bend Flood Control Water Supply Corporation (FBFCWSC), was formed for the purpose of financing the construction of flood control and drainage projects. Once these projects are completed, any land purchased by the FBFCWSC as part of a project is conveyed to Fort Bend County, and not to the District. However, the District is responsible for maintaining these projects, once completed. For the majority of flood control projects, no land is purchased. The District simply obtains easements from the owners of the properties that the ditches or watersheds flow through. These easements represent an interest in the land owned by another that entitles the holder to a specific limited use or enjoyment (right to use the land). Therefore, easements are not required to be reported in the financial statements unless the entity paid for the easements. All easements, or land, that are purchased, are conveyed to the County and are properly recorded as infrastructure in the County's financial statements. Accordingly, the District's management has determined that infrastructure is not required to be reported in the District's financial statements.

The costs of normal maintenance and repairs that do not add to the value of assets or materially extend assets' lives are charged to operations when incurred. Expenditures that materially change capacities or extend useful lives are capitalized. Upon sale or retirement of capital assets, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations.

The District applies a half-year convention for depreciation on all assets. Therefore, one half of a year of depreciation is charged to operations the first and last year that an asset is in service. Depreciation has been provided for plant and equipment using the straight-line method over the following estimated useful life for the type of assets as follows:

<u>Asset Description</u>	<u>Estimated Useful Life</u>
Vehicles	5 to 7 years
Office furniture and fixtures	5 to 7 years
Machinery and equipment	7 to 15 years
Buildings, facilities and land improvements	10 to 39 years

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

F. Compensated Absences

All full-time employees accumulate vacation benefits in varying annual number of days up to a maximum of twenty days per year. Accumulated vacation exceeding twenty days lapses on December 31 of each year. Compensatory time exceeding 240 hours is paid to nonexempt employees. In the event of termination, an employee is paid for all maximum allowable accumulation of vacation and compensatory time.

Employees are credited with eight days per year of sick leave and may accumulate an unlimited number of days. Upon termination, employees are not paid for any unused sick leave. The District's liability for accumulated, earned sick leave, which was not material at September 30, 2004, is recorded as an expenditure when used.

G. Reclassifications

Certain reclassifications to prior year balances have been made to conform to current year presentation. Such reclassifications have had no effect on the excess of revenues over expenditures.

H. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. In addition, these estimates and assumptions also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

The Commissioners Court adopts an annual appropriations budget for the General Fund using the same basis of accounting as for financial reporting. All annual appropriations lapse at fiscal year-end. The County Budget Officer prepares the proposed budget, using revenue estimates furnished by the County Auditor, and submits the data to the Commissioners Court. The Commissioners Court holds a public hearing on the budget. Before determining the final budget, the Commissioners Court may increase or decrease the amounts requested by District management. In the final budget, appropriations for the General Fund cannot exceed the estimated available budgetary fund balance in such funds at October 1, plus the estimate of revenues for the ensuing year. During the year, the Court may increase budgeted revenues and expenditure for unexpected revenues or beginning fund balances in excess of budget estimates, provided the Court rules that a state of emergency exists. The District may transfer amounts among individual budget line items within major expenditure categories during the year, but Commissioners Court must approve any budget transfers between major expenditure categories. However, no such transfer may increase the overall total of the budget.

No annual budget is adopted for the Capital Projects Fund. Effective budgetary control in the Capital Projects Fund is achieved through individual project budgeting.

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

NOTE 3 – CASH AND INVESTMENTS**A. Cash and Cash Equivalents**

Cash and cash equivalents are stated at cost, which approximates market value.

The District's cash and cash equivalents at September 30, 2004, are summarized as follows:

	<u>Credit Risk</u>	<u>Carrying Amount</u>
Cash and cash equivalents	1	\$ 2,515,848
Total Cash and Cash Equivalents		<u><u>\$ 2,515,848</u></u>

The cash deposits held at financial institutions can be categorized according to three levels of risk. These three levels of risk are:

- Category 1 - Deposits that are insured or collateralized with securities held by the entity or by its agent in the entity's name.
- Category 2 - Deposits, which are collateralized with securities, held by the pledging financial institution's trust department or agent in the entity's name.
- Category 3 - Deposits which are not collateralized.

B. Investments

Commissioners Court has adopted a written investment policy regarding the investment of its funds as defined by the Public Funds Investment Act of 1995 (Chapter 2256, Texas Government Code). The investments of the District are in compliance with this policy. State statutes authorize the District to invest in fully collateralized or insured time deposits, direct debt obligations of the United States, and certain repurchase agreements. Investments in security repurchase agreements are authorized when the investment has a defined termination date, is secured by obligations described in the Public Funds Investment Act, is pledged to the District, deposited with a third party selected and approved by the entity, and is placed through a primary government securities dealer or national bank domiciled in the state or national banks domiciled in the State of Texas. The District did not invest in repurchase agreements for the year ended September 30, 2004.

To comply with the reporting requirements of GASB Statement No. 3, "Investments (including Repurchase Agreements), and Reverse Repurchase Agreements", the District's investments are categorized under "Investment Categories" to give an indication of credit risk assumed by the District at September 30, 2004. Credit risk is the risk that another party to a deposit or investment transaction will not fulfill its obligations. This is not to be confused with market risk, which is the risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement, will decline. Market risk is not depicted in this note.

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

Similar to cash deposits, investments held at a financial institution can be categorized according to three levels of risk. These three levels of risk are:

- Category 1 - Investments that are insured, registered, or held by the entity or by its agent in the entity's name.
- Category 2 - Investments that are uninsured and unregistered held by the counterparty's trust department or agent in the entity's name.
- Category 3 - Uninsured and unregistered investments held by the counterparty, its trust department, or its agent, but not in the entity's name.

The District's carrying amount of investments at September 30, 2004, which approximates fair value, are summarized as follows:

	<u>Category</u>	<u>Amount</u>
U.S Treasury Securities	1	\$ 3,499,612
Total Investments		<u><u>\$ 3,499,612</u></u>

NOTE 4 - RECEIVABLES

Receivables at September 30, 2004 consist of the following:

	<u>Governmental Activities</u>	
	<u>General</u>	<u>Total</u>
Receivables:		
Taxes, net of \$15,940		
allowance for doubtful accounts	\$ 382,559	382,559
Total	<u><u>\$ 382,559</u></u>	<u><u>\$ 382,559</u></u>

Property Taxes

The District's tax year covers the period October 1 through September 30. The District's property taxes are levied annually in October on the basis of the Fort Bend County Appraisal District's assessed values as of January 1 of that calendar year. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. The District's property taxes are billed and collected by the County's Tax Assessor/Collector.

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

Fort Bend Central Appraisal District

The Fort Bend Central Appraisal District ("CAD"), a separate governmental entity, is responsible for the recording and appraisal of property for all taxing units within the County, including the District. The CAD is required by state law to assess property at 100% of its appraised value. Further, real property must be re-appraised at least every four years. Under certain circumstances, the taxpayers and taxing units, including the District, may challenge orders of the CAD's Appraisal Review Board through various appeals and, if necessary, legal action may be taken. The Commissioners Court will continue to set the tax rates on property. State law also provides that, if approved by the qualified voters in the CAD, collection functions may be assigned to the CAD.

NOTE 5 – CAPITAL ASSETS

A summary of changes in capital assets for the year ended September 30, 2004, follows on the next page.

	Balance Oct. 1, 2003	Increases	(Decreases)	Balance Sept. 30, 2004
Governmental Activities:				
Capital assets not being depreciated:				
Land and intangibles	\$ 166,556	\$	\$	\$ 166,556
Total capital assets not being depreciated	166,556			166,556
Other capital assets:				
Vehicles	1,263,033	113,139	(159,522)	1,216,650
Office furniture and equipment	96,181		(7,151)	89,030
Machinery	5,311,755	1,160,294	(278,322)	6,193,727
Buildings and facilities	1,187,551	452,550		1,640,101
Total other capital assets	7,858,520	1,725,983	(444,995)	9,139,508
Less accumulated depreciation for:				
Vehicles	(760,367)	(180,210)	150,135	(790,442)
Office furniture and equipment	(55,402)	(5,409)	7,151	(53,660)
Machinery	(3,209,621)	(476,184)	206,091	(3,479,714)
Buildings and facilities	(403,463)	(42,053)		(445,516)
Total accumulated depreciation	(4,428,853)	(703,856)	363,377	(4,769,332)
Other capital assets, net	3,429,667	1,022,127	(81,618)	4,370,176
Totals	\$ 3,596,223	\$ 1,022,127	\$ (81,618)	\$ 4,536,732

Governmental activities capital assets net of accumulated depreciation at September 30, 2004 are comprised of the following:

Flood control projects	\$ 4,536,732
Total	\$ 4,536,732

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

For the year ended September 30, 2004, depreciation was charged to governmental functions as follows:

Flood control projects	\$ 703,856
Total Flood Control Depreciation Expense	\$ 703,856

NOTE 6 - EMPLOYEE RETIREMENT SYSTEM

Plan Description and Provisions

The District, as a component unit of Fort Bend County, provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of 493 nontraditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with eight or more years of service, with 30 years of service regardless of age, or when the sum of their age and years of service equals 75 or more. Members are vested after eight years of service but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employers' commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Contributions

The employer has elected the annually determined contribution rate (ADCR) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. For the year ended September 30, 2004, the contribution rate was 10.62%. The contribution rate payable by the employee members is 7%, as adopted by the governing body of the employer. The employee contribution rate and the employer rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

For the year ended September 30, 2004, the employer's annual pension cost for the TCDRS plan for its employees and the actual contributions made were \$7,169,653 for the County (of which \$277,030 was attributable to the District). Because all contributions are made as required, no pension obligation existed at September 30, 2004.

The following is a summary of the actuarial assumptions:

Actuarial valuation date	12/31/2001	12/31/2002	12/31/2003
Actuarial cost method	entry age	entry age	entry age
Amortization method	level percentage of payroll, open	level percentage of payroll, open	level percentage of payroll, open
Amortization period in years	20	20	20
Asset valuation method	long-term appreciation with adjustment	long-term appreciation with adjustment	long-term appreciation with adjustment
Assumptions:			
Investment return ⁽¹⁾	8.00%	8.00%	8.00%
Projected salary increases ⁽¹⁾	5.5%	5.5%	5.5%
Inflation	3.5%	3.5%	3.5%
Cost of living adjustments	0.0%	0.0%	0.0%

⁽¹⁾ includes inflation at the stated rate

NOTE 7 - DEFERRED COMPENSATION PLAN

The County offers all of its full-time employees a deferred compensation plan created in accordance with Section 457 of the Internal Revenue Code. The plan permits employees to defer a portion of their salary until future years. The deferred compensation is not available to the employees until termination, retirement, death, or emergency.

NOTE 8 - FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

During 1989, the County formed the Fort Bend Flood Control Water Supply Corporation ("Corporation") for the purpose of financing the construction of flood control projects. The Corporation issued \$20,325,000 of revenue bonds in 1989 and \$6,850,000 in 1995. In 1999, the Corporation issued refunding bonds in the amount of \$14,060,000 to refund the remaining portion of the 1989 revenue bonds. In addition, the Corporation issued \$11,650,000 of revenue bonds in 2001. These bonds are payable from impact fees assessed and collected by the District and taxes assessed and collected by the County. When the revenue bonds were issued on July 5, 1989, the District deposited all impact fees collected and \$1,100,000 of the District's available funds into the Corporation, less amounts previously spent on project costs, as defined. For the year ended September 30, 2004, the District transferred approximately \$657,360 in impact fees to the Corporation. When flood control projects and improvements are completed, any property acquired during the project is conveyed to the County. The District then maintains the completed projects and improvements.

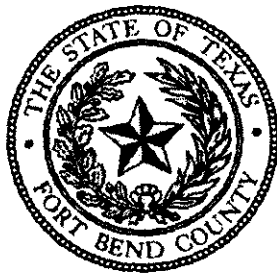
FORT BEND COUNTY DRAINAGE DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2004

NOTE 9 – CONTINGENT LIABILITIES

The District is contingently liable for lawsuits and other claims arising in the ordinary course of its operations. The settlement of such contingencies under the budgetary process would not materially affect the financial position of the District at September 30, 2004.

NOTE 10 - RISK MANAGEMENT

The County is exposed to various risks related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disaster. The County's risk management program encompasses various means of protecting the County against loss by obtaining property, casualty, and liability coverage through commercial insurance carriers, self-insurance and from participation in a risk pool. The participation of the County in the risk pool is limited to the payment of premiums. Settled claims have not exceeded insurance coverage in any of the previous three fiscal years. There has not been any significant reduction in insurance coverage from that of the previous year.



REQUIRED SUPPLEMENTARY INFORMATION

**FORT BEND COUNTY DRAINAGE DISTRICT
TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM – SCHEDULE OF
FUNDING PROGRESS**

For the year ended September 30, 2004, the employer's annual pension cost for the TCDRS plan for its employees and the actual contributions made were \$7,169,653 for the County (of which \$277,030 was attributable to the District). Because all contributions are made as required, no pension obligation existed at September 30, 2004.

The annual required contributions were actuarially determined as a percent of the covered payroll of the participating employees, and were in compliance with the GASB Statement No. 27 parameters based on the actuarial valuation as of December 31, 2002, the basis for determining the contribution rate for calendar year 2004. The December 31, 2003 actuarial valuation is the most recent valuation.

Fiscal year	2003	2002	2001
Actuarial valuation date	12/31/2003	12/31/2002	12/31/2001
Actuarial value of assets	\$ 132,671,550	\$ 114,079,566	\$ 102,204,452
Actuarial accrued liability	160,080,573	143,543,111	127,934,754
Percentage funded	83%	79%	80%
Unfunded actuarial accrued liability	27,409,023	29,463,545	25,730,302
Annual covered payroll	61,764,831	57,228,468	51,598,587
Unfunded actuarial accrued liability (UAAL)% of covered payroll	44%	51%	50%
Net pension obligation (NPO) at the beginning of period			
Annual required contributions (ARC)	277,030	264,609	194,229*
Contributions made	277,030	264,609	194,229*
NPO at end of period	\$	\$	\$

* The \$194,229 represents only nine months of annual required contributions for the nine months ended September 30, 2002, due to a change in fiscal year.

COUNTY OF FORT BEND

Drainage District
P. O. Box 1028 1004 Blume Rd.
Rosenberg, Texas 77471
Phone: 281/342-2863
Fax: 281/342-9130

LETTER OF TRANSMITTAL

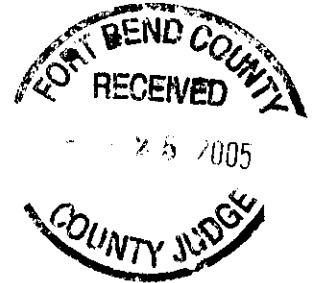
D-3

Date: February 23, 2004
Attention: Judge Hebert
Re: Drainage Board Agenda

TO: County Judge Bob Hebert

WE ARE SENDING YOU:

COPIES:	DATE:	DESCRIPTION:
1		Monthly Report for Jan. 2005



* FOR APPROVAL
FOR YOUR USE
AS REQUESTED
FOR REVIEW AND COMMENT

REMARKS: *The attached items will be placed on the March 1, 2005 Drainage Board Agenda for discussion and possible acceptance.*

COPY TO: County Clerk
County Commissioners

SIGNED: _____

A handwritten signature in black ink, appearing to read "David E. Lamm", written over a horizontal line.



DRAINAGE DISTRICT

Fort Bend County, Texas

Monthly Report January, 2005

The removal of vegetation from channels during January, 2005 was accomplished by shredding. Shredding was done on thirty-seven (37) channels that included East Bernard Ditch I-G, Stafford Run II-K-1, and Turkey Creek I-D.

The bridge crew worked on projects that included the repair of debris guards on an erosion control structure in Sugar Land Ditch II-DD and the repair of fence on Big Creek II-B.

Dirt work continued on Big Creek II-B even though actual excavation yardage was limited to three thousand, seven hundred (3,700) cubic yards.

Work began again on the Brooks Lake Diversion Channel where the LinkBelt LS98A dragline also dug three thousand, seven hundred (3,700) cubic yards.

The excavation of a portion of Gapp's Slough continued where approximately six thousand, seven hundred (6,700) cubic yards of spoil dirt were dug.

The following charts indicate which projects received work and which equipment was assigned to each during January, 2005.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. BEE CREEK II-A-1-a
D681-CASE 590 LOADER 1/4-1/5
2. BIG CREEK II-B
D654 NW 95-70 DRAGLINE 1/3, 1/5-1/7, 1/10-1/12, 1/18-1/21, 1/24
D663-D5H WIDE TRACK 1/6-1/7
D699-KOMATSU D65 1/21-1/21, 1/24-1/26, 1/31
D700-KOBELCO SK220 1/19-1/21, 1/24
D716-CAT D8R 1/3-1/7, 1/18-1/21, 1/24-1/26
D781-2003 KOMATSU D61PX DOZER 1/3-1/7, 1/26, 1/31
D789-04' LNKBLT LS308H DRAGLIN 1/3-1/5, 1/18-1/19
D790-2004 VOLVO EC240BLC EXC 1/21, 1/24-1/26
E133-NORTHWEST 41AIR DRAGLINE 1/3, 1/25
3. BRAZOS RIVER II-GG
D759-2002 LINK-BELT 290LX XVTR 1/20-1/21, 1/24-1/25, 1/31
4. BROOKS LAKE II-H-1
D556-LINKBELT LS98C DRAGLINE 1/3-1/7, 1/10-1/13, 1/18-1/21, 1/24-1/27
D699-KOMATSU D65 1/3-1/7, 1/10-1/12, 1/14
5. CITY OF SUGARLAND SUGARLAND
D700-KOBELCO SK220 1/3-1/5
6. CLEAR CREEK VI
D681-CASE 590 LOADER 1/4-1/4
7. DEER CREEK II-B-5
D790-2004 VOLVO EC240BLC EXC 1/6
8. DRY CREEK II-B-2
D766-2002 CAT D3GLGP 1/3-1/4
D790-2004 VOLVO EC240BLC EXC 1/7, 1/10-1/11
9. FAIRCHILDS CREEK II-B-10
D759-2002 LINK-BELT 290LX XVTR 1/6-1/7, 1/10-1/11
D766-2002 CAT D3GLGP 1/24
10. GAPPS SLOUGH II-B-2-a
D663-D5H WIDE TRACK 1/10, 1/12, 1/18-1/21, 1/24-1/26
D681-CASE 590 LOADER 1/7, 1/10
D715-CAT D8R 1/10-1/13, 1/18
D753-2001 CAT D6M TRCTR W/DOZR 1/3-1/7
D759-2002 LINK-BELT 290LX XVTR 1/3-1/6
D766-2002 CAT D3GLGP 1/4-1/7, 1/12, 1/14, 1/18-1/21
D790-2004 VOLVO EC240BLC EXC 1/3-1/6
E531-CASE 450 1/6, 1/12

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

11. HOGG BAYOU II-A-3 D790-2004 VOLVO EC240BLC EXC	1/20
12. JONES CREEK II-E D681-CASE 590 LOADER	1/20
13. JONES CREEK II-E-7 D681-CASE 590 LOADER	1/20
14. OYSTER CREEK II-K D781-2003 KOMATSU D61PX DOZER	1/18-1/21, 1/24-1/25
15. RABBS BAYOU II-D D661-LINKBELT LS98A D681-CASE 590 LOADER D700-KOBELCO SK220	1/25 1/24-1/26 1/24-1/27
16. RED GULLY II-K-9 D759-2002 LINK-BELT 290LX XVTR D766-2002 CAT D3GLGP	1/11-1/14, 1/18-1/19 1/4
17. RED GULLY II-K-9-a D766-2002 CAT D3GLGP	1/4
18. SIMS BAYOU VIII-B-3 D663-D5H WIDE TRACK	1/3
19. SUGARLAND IND. DITCH II-DD E531-CASE 450	1/5
20. TURKEY CREEK I-D D681-CASE 590 LOADER	1/20
21. TURKEY CREEK I-D-10 D681-CASE 590 LOADER	1/20
22. TURKEY CREEK II-A-2 D681-CASE 590 LOADER D790-2004 VOLVO EC240BLC EXC	1/4 1/11, 1/19
23. WILLOW FORK OF BUFFALO BAYOU V-A D766-2002 CAT D3GLGP	1/12

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

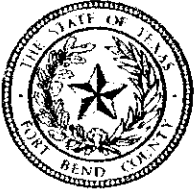
1. BIG CREEK II-B	
D701-JD 6110	1/18, 1/24
D747-2001 JD 6210 TRACTOR	1/18-1/21, 1/24-1/26
2. BIG CREEK II-B-6	
D617-1993 JD 4WD 6200 SLP MOWER	1/18-1/20
D763-2002 JD 6220 TRACTOR	1/18
3. BRAYS BAYOU IX	
D594-JOHN DEERE 2555	1/19
4. DRY BRANCH I-E	
D770-2002 JD 6220 TRACTOR	1/20-1/21
5. DRY BRANCH I-E-1	
D732 - JD 4WD TOP TRACTOR	1/20-1/21
D770-2002 JD 6220 TRACTOR	1/21
6. DRY BRANCH I-E-1-a	
D732 - JD 4WD TOP TRACTOR	1/21
D770-2002 JD 6220 TRACTOR	1/21
7. DRY BRANCH I-E-1-b	
D732 - JD 4WD TOP TRACTOR	1/21
D770-2002 JD 6220 TRACTOR	1/21
8. DRY BRANCH I-E-2	
D732 - JD 4WD TOP TRACTOR	1/21
9. DRY BRANCH I-E-2-a	
D770-2002 JD 6220 TRACTOR	1/21
10. DRY CREEK II-B-2	
D711-JD 6110	1/26
11. DUTCH JOHN CREEK II-B-1	
D710 - NH TS100	1/18, 1/20
12. EAST BERNARD DITCH I-G	
D571-CASE IH 695 MFD	1/10
D680-6200 MFD	1/10
D732 - JD 4WD TOP TRACTOR	1/10, 1/12
D770-2002 JD 6220 TRACTOR	1/10, 1/12
13. EAST BERNARD DITCH I-G-1	
D571-CASE IH 695 MFD	1/12
D732 - JD 4WD TOP TRACTOR	1/10
D770-2002 JD 6220 TRACTOR	1/10

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

14. EAST BERNARD DITCH I-G-2	
D571-CASE IH 695 MFD	1/10
D732 - JD 4WD TOP TRACTOR	1/10
D770-2002 JD 6220 TRACTOR	1/10
15. EAST BERNARD DITCH I-G-2-a	
D732 - JD 4WD TOP TRACTOR	1/10
D770-2002 JD 6220 TRACTOR	1/10
16. FAIRCHILDS CREEK II-B-10	
D617-1993 JD 4WD 6200 SLP MOWER	1/28
D763-2002 JD 6220 TRACTOR	1/28
17. FAIRCHILDS CREEK II-B-10-a-1	
D617-1993 JD 4WD 6200 SLP MOWER	1/19, 1/21
18. FAIRCHILDS CREEK II-B-10-b	
D617-1993 JD 4WD 6200 SLP MOWER	1/24-1/26
D763-2002 JD 6220 TRACTOR	1/24, 1/26
19. FAIRCHILDS CREEK II-B-10-g	
D617-1993 JD 4WD 6200 SLP MOWER	1/26-1/27
D763-2002 JD 6220 TRACTOR	1/27
20. JACKSON DITCH I-H	
D732 - JD 4WD TOP TRACTOR	1/19-1/20
D770-2002 JD 6220 TRACTOR	1/19
21. MEANS DITCH I-F	
D571-CASE IH 695 MFD	1/12
D732 - JD 4WD TOP TRACTOR	1/12
D770-2002 JD 6220 TRACTOR	1/12
22. OYSTER CREEK II-K-3	
D642 1995 JD 6200 TRACTOR	1/4
D749-2001 JD 6210 TRACTOR	1/4
23. SAN BERNARD RIVER I-J	
D732 - JD 4WD TOP TRACTOR	1/21
24. SAN BERNARD RIVER I-K	
D732 - JD 4WD TOP TRACTOR	1/19
D770-2002 JD 6220 TRACTOR	1/19
25. SAN BERNARD RIVER I-L	
D732 - JD 4WD TOP TRACTOR	1/21
D770-2002 JD 6220 TRACTOR	1/21

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

26. SIMS BAYOU VIII-B D594-JOHN DEERE 2555	1/5
27. SNAKE CREEK I-C D571-CASE IH 695 MFD	1/10
28. STAFFORD RUN CREEK II-K-1 D710 - NH TS100	1/21, 1/24, 1/26
29. TURKEY CREEK I-D D571-CASE IH 695 MFD D732 - JD 4WD TOP TRACTOR D770-2002 JD 6220 TRACTOR	1/12, 1/19-1/21 1/12, 1/19-1/20 1/12, 1/19-1/20
30. TURKEY CREEK I-D-11 D732 - JD 4WD TOP TRACTOR	1/19
31. TURKEY CREEK I-D-12 D770-2002 JD 6220 TRACTOR	1/12
32. TURKEY CREEK I-D-2 D732 - JD 4WD TOP TRACTOR D770-2002 JD 6220 TRACTOR	1/20 1/20
33. TURKEY CREEK I-D-6 D732 - JD 4WD TOP TRACTOR D770-2002 JD 6220 TRACTOR	1/19 1/19
34. TURKEY CREEK I-D-7 D770-2002 JD 6220 TRACTOR	1/19
35. TURKEY CREEK I-D-8 D732 - JD 4WD TOP TRACTOR D770-2002 JD 6220 TRACTOR	1/20 1/20
36. TURKEY CREEK I-D-9 D732 - JD 4WD TOP TRACTOR D770-2002 JD 6220 TRACTOR	1/19 1/19
37. TURKEY CREEK II-A-2 D594-JOHN DEERE 2555	1/3, 1/7, 1/10



DIANNE WILSON, Ph.D.
COUNTY CLERK

FORT BEND COUNTY CLERK

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

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

Re-Scan Certificate

Title of Document:	Schedule for Services for Remarketers- ServiceSuite and Addendum to IBM Statement of Work for Services
Date of Re-scan:	March 28, 2005
Re-scan Replaces Pages:	238 - 244
Number of Pages: (Including Re-scan Certificate)	14
Scanner:	Alicia Yeomans
Comments:	Additional pages were added.



**Fort Bend County
Management Information Systems (M.I.S.)**

3-11-05
→ Alicia
#26 A.3
from
3-1-05 Court

Connie Heinecke
Technical Services Director

Carol Holub
Applications and Systems Director

TO: The Honorable Commissioners Court
FROM: Carol Holub, M.I.S. *CH*
DATE: February 24, 2005
RE: March 1 Agenda Item

There is an item on the March 1, 2005 agenda which involves the renewal of our hardware support for IBM equipment. This item will be presented by Purchasing.

This IBM service will be purchased from Mark III Systems, Inc., a CISV vendor and IBM services/products reseller. IBM will actually provide the support and service, as they have for many years. The components included within this support agreement include our IBM hardware: mainframe, database servers, printers, tape drives, disk drives and communications controllers.

This is a regular budget item for M.I.S., thus is part of our 2005 budget.

I respectfully request that this agenda item be approved so we can continue our utilization and level of support of these essential hardware components.

If you have any questions, please do not hesitate to call me at 281-341-4570.

Thank you for your consideration.

CC: J.C. Whitten
Connie Heinecke
Gilbert Jalomo

3.15.05 Originals sent to Cheryl @ Purchasing.

26 A-3

PAGE: 18

EPS PRINTED RXPR REQUISITION WORKSHEET

DATE: 02/10/05 TIME: 19:54:43

REQUISITION NUMBER: 03600008307 REQ LINES: 1 EST AMT: 54,560.15 REQ TYPE: LAST PRINT: 02/10/05

H E A D E R :

SUGGESTED VENDOR CODE: 760484797

VENDOR NAME: MARK III SYSTEMS, INC

ADDRESS: 6575 WEST LOOP SOUTH, STE 675

BELLAIRE TX 77401

CONTACT: JIM SORRELLS

PHONE: 713-664-9850

SHIP TO: 36 MANAGEMENT INFORMATION SYSTEMS
500 LIBERTY, STE 212
RICHMOND TX 77469

BILL TO: 36 MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469

REQ BY: DARLEAN SWALLERS
REQ PHONE #: 341-4570

RESP PERSON: J. C. WHITTEN

WHSE LOC:

RX DATE: 02/10/05
DEL DATE: 02/16/05

FUND: 010 AGENCY: 036 ORG/SUB-ORG: 0360 OBJ/SUB-OBJ: 4010

ACTIVITY: 1000 NOTE FLAG:

L I N E I T E M S :

1- RX LINE: 001

COMM CODE: 207

QUANTITY: 1.00 U/M: EA

MFG NUMBER:

NAME:

BUYER: 02 CINDY MORALES

EST ORIG UNIT COST: 54560.150000

STATUS: AFZ

EST TOTAL COST: 54560.15

DESCRIPTION: RENEW IEM HARDWARE MAINTENANCE; (03/01/05 - 02/28/06)

TEXT FLAG: Y

MARK III Systems

INCORPORATED

QUOTATION

DATE: February 2, 2005

QUOTATION EXPIRES: March 2, 2005

REFERENCE:
Hardware Maintenance

TO:
Fort Bend County MIS
500 Liberty, Suite 212
Richmond, TX 77469
Attn:
Bob Clarkson
(281)341-4470 Fax(281)341-4526

FROM:
MARK III Systems
6575 West Loop South, Suite 675
Bellaire, TX 77401
Attn:
Jim Sorrells
(713)664-9850 Fax(713)664-9860

ITEM	IBM LIST	DISC %	DISCOUNT AMOUNT	NET AMOUNT
7038-6M2 4A5EC	\$ 3,743.63	15.00%	\$ 561.54	\$ 3,182.09
7014-T42 0RA3B	\$ 284.13	15.00%	\$ 42.61	\$ 241.52
2104-DS4 LQ207	\$ 1,459.06	15.00%	\$ 218.85	\$ 1,240.21
2003-206 50025	\$ 20,824.76	15.00%	\$ 3,023.71	\$ 17,801.05
7028-6E1 1360A	\$ 2,140.75	15.00%	\$ 321.11	\$ 1,819.64
4399-P18 13279	\$ 1,322.99	0.00%	\$ 0.00	\$ 1,322.99
3174-01R C5219	\$ 247.98	15.00%	\$ 37.19	\$ 210.79
3174-13R N3942	\$ 401.97	15.00%	\$ 60.29	\$ 341.68
3490-FC0 FC153	\$ 3,020.82	15.00%	\$ 453.12	\$ 2,567.70
3490-F11 F2821	\$ 2,699.72	15.00%	\$ 404.95	\$ 2,294.77
3490-F11 F2822	\$ 2,699.72	15.00%	\$ 404.95	\$ 2,294.77
3490-F11 F2886	\$ 2,699.72	15.00%	\$ 404.95	\$ 2,294.77
3490-F11 F2893	\$ 2,699.72	15.00%	\$ 404.95	\$ 2,294.77
6400-010 E9243	\$ 1,415.27	4.00%	\$ 56.61	\$ 1,358.66
6400-015 P0785	\$ 1,926.67	4.00%	\$ 77.06	\$ 1,849.61
7026-H80 10695	\$ 3,211.12	15.00%	\$ 481.66	\$ 2,729.46
7133-020 A4004	\$ 2,188.32	15.00%	\$ 328.24	\$ 1,860.08
7133-D40 KK039	\$ 2,188.32	15.00%	\$ 328.24	\$ 1,860.08
9402-200 54FFA	\$ 1,986.13	15.00%	\$ 297.91	\$ 1,688.22
3570-C11 57513	\$ 2,557.01	15.00%	\$ 383.55	\$ 2,173.46
7025-P80 PD2BD	\$ 3,686.85	15.00%	\$ 553.02	\$ 3,133.83
TOTALS	\$ 63,404.66		\$ 8,844.51	\$ 54,560.15

NOTES:

1. Taxes are not included in the above proposal.
2. If the above equipment is to be exported outside the United States, the above customer is responsible to determine whether an export license is required. If so, they must obtain that license from the US Government before shipment.



Schedule for Services for Remarketers - ServiceSuite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in your end users Statement of Work. These terms are in addition to those of the Attachment for ServiceSuite for Remarketers.

Name and Address of Customer
FORT BEND COUNTY
500 LIBERTY STE 212
RICHMOND TX 77469-3500

Customer Billing Address
AGILYSYS INC
MARTY REYNOLDS
6675 PARKLAND BLVD
ACCOUNTS PAYABLE
SOLON OH 44139-4345

Business Partner Name and Address
AGILYSYS INC
6675 PARKLAND BLVD
SOLON, OH 44139

Agreement Number:
Statement of Work Number: AY1ZG4
Customer Number: 06123129

Revised Schedule (Yes/No): No
Schedule Effective Date: 02/09/2005
ASPID Number: 02497327

Charge Period Charges/Payment Plan:
***Total Charges:** ~~62,404.60~~
Prepayment: 54,560.15

Charge Period:
Start Date: 03/01/2005
End Date: 02/28/2006

Contract Term: 1 Year(s)

Price Protection for Contract Period Prepay

These Charges are based on the current inventory and services identified in this Schedule. Actual Charges may vary with additions, deletions, or changes to the inventory or services.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not to sign this Schedule, unless either of us requests it.

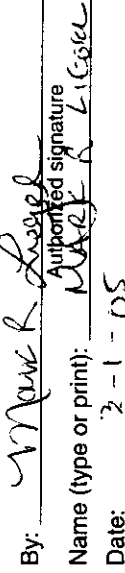
Agreed to:

By: 

Authorized signature
Name (type or print): Robert E. Hebert
Date: 3/1/05

Agreed to:

International Business Machines Corporation

By: 
Authorized signature
Name (type or print): Mark R. L. Coker
Date: 2-1-05



Schedule for Services for Remarketers - ServiceSuite

Enterprise Total for Charge Period by Customer Number:

Customer No.	Customer Name	Customer Location	Ent User Charge
00742355			5,486.82
02296808			20,824.76
02385722	AGILYSYS INC	500 LIBERTY STE 212, --MAINT SVCS USE ONLY, RICHMOND TX 77469-3500	2,140.75
03454112			1,322.99
03454232			25,399.35
03454316			1,986.13
06053808	AGILYSYS INC	500 LIBERTY STE 212, --MAINT SVCS USE ONLY, RICHMOND TX 77469-3500	2,557.01
06076862	AGILYSYS INC	500 LIBERTY STE 212, --MAINT SVCS USE ONLY, RICHMOND TX 77469-3500	3,686.85
Total			63,404.66 54,560.15

m



Eligible Machine Description-----

Z125-5770b-03 (8/2004)



Schedule for Services for Remarketers - ServiceSuite

(Continued)

IBM Type	IBM Model	Order Plan	Order Serial Number	Related Order Serial Number	Product Description	Qty	Type Product	Unit Price	Product Charges	Charge State	Charge State
IBM	9402	200	Specified Location: 03454316 000054FFA		City, State: AS-400 ADVANCED SYSTEM UNIT	1	B	1	1,986.13 H 1,986.13		
Total											
IBM	3570	C11	Specified Location: 06053808 000057513		City, State: RICHMOND MAGSTAR MAGNETIC TAPE SUBS	1	B	1	2,557.01 H 2,557.01		
Total											
IBM	7025	F80	Specified Location: 06076862 0000FD2BD		City, State: RICHMOND ENTERPRISE SERVER	1	B	1	3,686.85 H 3,686.85		
Total											



Schedule for Services for Remarketers - ServiceSuite

Legends:

TYPE OF REPAIR SERVICE:

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective
This type of repair service includes a response objective and is not a guarantee
- X) EasyServe (remotely delivered services)

MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

*Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (H) identifies a Machine on an existing ServiceSuite/ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine/Model/Feature under Warranty(W) without a date represents a machine off warranty, but which may have warranty content)
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine

**Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



Statement of Work for Services Acquired from an IBM Business Partner

ServiceSuite

1. Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines"). We will identify the Eligible Machines, and the Services that apply to them, in a Schedule to this Statement of Work. The Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Machine maintenance and Program support Services contained in this Statement of Work apply only when you have contracted for an associated Machine maintenance Service or Program support Service as specified in the Schedule.

These Services are available for Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

2. Contract Period

Start Date: 03-01-2005

End Date: 02-28-2006

Renewal Contract Period (years): 1

We will renew the Services that apply for each Specified Location on the Contract Period End Date for the number of years (called the Renewal Contract Period) specified above. Thereafter, we will automatically renew for the same length periods unless you notify us and your IBM Business Partner in advance of your desire to change the length of the renewal. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their decision not to renew.

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM Agreement for Services Acquired from an IBM Business Partner (or any equivalent agreement in effect between us) identified below.

Agreed to:

By

Authorized signature

Name (type or print): Robert E. Hebert

Date: 3/1/05

Customer Company address:

FORT BEND COUNTY
500 LIBERTY STE 212
RICHMOND TX 77469-3500

Telephone number:

Billing Address:

AGILYSYS INC
MARTY REYNOLDS
6675 PARKLAND BLVD
ACCOUNTS PAYABLE
OLON OH 44139-4345

Agreed to:

International Business Machines Corporation

By

Authorized signature

Name (type or print): MARK R. LIEGER

Date:

3-1-05

Statement of Work number: AY1ZG4

Agreement number:

Customer number: 06123129

IBM Address:

IBM CORPORATION
4111 NORTHSIDE PARKWAY
ATLANTA, GA 30327

After signing, please return a copy of this Attachment to the "IBM address" shown above.

3. Your Responsibilities

You agree:

1. to provide your IBM Business Partner with an inventory in which you identify all Eligible Machines to be covered at each Specified Location and to notify your IBM Business Partner whenever you wish to add Eligible Machine types to an existing Specified Location or set up new Specified Locations;
2. to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU. A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e.g. keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
3. to ensure that any access codes we provide to you are used only by those who are authorized to do so;
4. to provide your IBM Business Partner with information we request which is related to our provision of these Services to you and notify your IBM Business Partner of any changes;
5. to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBM's behalf, IBM Business Partners who promote, market and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship;
6. to use any electronic diagnostic and service delivery facilities we provide to you only in support of Eligible Machines identified in the Schedule to this Statement of Work;
7. that electronic access to our support centers and certain databases may require a separate network services agreement;*;
8. to pay any communications charges associated with accessing these Services unless we specify otherwise; and
9. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise.

4. Mutual Responsibilities

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory.

5. Automatic Inventory Increases

We will automatically increase the inventory count at a Specified Location whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period. IBM Machines specifically excluded from coverage at contract period start will remain outside the scope of this Statement of Work unless you request we add them during the contract period. However, all Eligible IBM Machines added to your inventory during the contract period will be included in the inventory count and receive maintenance Services as set out in this Section; or
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

6. Charges and Payment

Your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions, e.g., termination, or for our provision of some additional services, e.g., Service upgrades, additional Systems Administrators, additional reports, or support for other Products. These actions or additional services are identified in this Statement of Work with an asterisk (*). Where you see an asterisk, check with your IBM Business Partner to determine if you will incur an additional charge. You will make payment directly to your IBM Business Partner.

7. Termination

You may terminate Services for an Eligible Machine, on notice to us and to your IBM Business Partner,* if you permanently remove it from productive use within your Enterprise. You may also terminate Services by providing us (copy to your IBM Business Partner) one month's written notice, after the Services have been covered under this Statement of Work for at least one year. You will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with the provisions of this Statement of Work.

8. Satisfaction Guarantee

If, for any reason, you are not completely satisfied with a Service we provide to you under this Statement of Work, notify us in writing within one month of the time you first become dissatisfied. We will try to resolve the problem to your satisfaction. If we are unable to do so, you will receive a credit equal to the prorated charge for the Service for the period of time you were dissatisfied.

9. Maintenance Services

Maintenance of IBM Machines

We will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

Maintenance of Non-IBM Machines

We will provide Service for Machines, as described in our Agreement, for those Eligible non-IBM Machines specified in the Schedule. Unless specified otherwise in the Schedule, Service is provided only for the manufacturer's base configuration for each covered Machine model. You are responsible for following the manufacturer's and IBM's provided guidelines pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request.

Repair of non-IBM Machines is subject to the availability of repair parts and any technical support required of the original manufacturer. Repair parts will be functionally equivalent to those replaced. They may be new or used and may have been manufactured by other than the original manufacturer. You may request that we use repair parts manufactured by the original manufacturer when these are available.*

Our support does not cover:

1. Machine installation, engineering change activity, or preventive maintenance;
2. correction of date related errors. IBM will make the final determination of whether a date related error is the source of the problem;
3. service of microcode or firmware;
4. service of features, parts, or devices not supplied by either 1) the Machine's original manufacturer or 2) us during the performance of this Service;
5. service for accessories, supply items, and certain parts, such as batteries, frames, and covers;
6. service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
7. service of a Machine with removed or altered Machine or parts identification labels;
8. failures caused by a product for which we are not responsible; or
9. service of Machine alterations.

Upon written notice, we may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or lack of original manufacturer technical support.

Eligible non-IBM Machines must meet our safety and serviceability requirements. We reserve the right to inspect a Machine within one month from the start of Service. If the Machine is not in an acceptable condition for Service, we will notify you and terminate coverage.

STATE OF TEXAS

COUNTY OF FORT BEND

ADDENDUM TO IBM STATEMENT OF WORK
FOR SERVICES ACQUIRED FROM AN IBM BUSINESS PARTNER
SOW # AY1ZG4

THIS ADDENDUM, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.011(d), and **IBM CORPORATION**, authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain SOW # AY1ZG4 for hardware maintenance, as attached hereto and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of SOW # AY1ZG4 for hardware maintenance:

1. The term of this agreement shall commence on March 1, 2005 and end on February 28, 2006. This agreement shall not automatically renew. Any renewal is subject to express written consent by Fort Bend County.
2. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding this agreement.
3. Fort Bend County, Texas, is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. The parties agree that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to indemnifying or holding or saving harmless for any reason are hereby deleted. The penalties and remedies provided by agreement do not limit common law remedies of tort, contract, or equity, including a suit for damages, injunction, or mandamus.
5. IBM Corporation warrants and represents that the individual executing this agreement on behalf of IBM Corporation has full authority to execute this addendum and bind IBM Corporation to the same.



Re- RECORDED ON 3-28-05
IN THE COMMISSIONER COURT
MINUTES OF 3-1-05

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: 3/1/05

ATTEST: _____

Dianne Wilson, County Clerk

IBM CORPORATION

By: _____

Authorized Agent – Signature

MARK R. LUGER
Authorized Agent – Printed Name

Title: _____

CHANNEL SALES

Date: _____

3-1-05

AUDITOR'S CERTIFICATE #54,560.15

I hereby certify that funds in the amount of \$ ~~67,404.66~~ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

PUBLISHER'S AFFIDAVIT

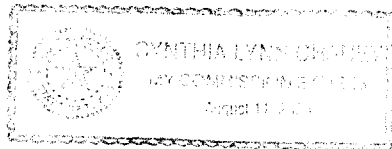
5A
3-1-05
Comm Ct

I, **Darlene Hall**, publisher, of the *Southwest Sun*, solemnly swear that the attached notice was published once in the *Southwest Sun*, a newspaper published in **Fort Bend County, Texas**, and of general circulation in *Fort Bend County* as specified by the Texas Government Code for the service of notice by publication, and the date that the issued said newspaper bore in which said notice was published on **February 23, 2005**.

SWORN TO AND SUBSCRIBED BEFORE ME by

Darlene K Hall

on this the **23** day of **February, 2005**.



Cynthia Lynn Chaney

Notary Public, State of Texas

PUBLIC HEARING NOTICE
The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, March 1, 2006, at 1:00 p.m. for acceptance of the traffic control plan for Sun Ranch, Pct. 1. The hearing will be held in the Commissioners Courtroom, 300 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

PUBLISHER'S AFFIDAVIT

5B
3-1-05
Comm Ct

I, **Darlene Hall**, publisher, of the *Southwest Sun*, solemnly swear that the attached notice was published once in the *Southwest Sun*, a newspaper published in **Fort Bend County, Texas**, and of general circulation in *Fort Bend County* as specified by the Texas Government Code for the service of notice by publication, and the date that the issued said newspaper bore in which said notice was published on **February 02, 2005**.

SWORN TO AND SUBSCRIBED BEFORE ME by

Darlene Hall

on this the **02** day of **February**, 2005.

Cynthia Ryan Chaney

Notary Public, State of Texas

PUBLIC HEARING NOTICE
The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, March 1, 2005 for Bubbles Express Reserve, being a replat of Reserve "A" of Kingsbridge Commerce Park, Section 2, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact William M. DeArman, Bubbles Express, at 832-251-8951 for information prior to the hearing.

Submitted by,
Dianne Wilson, Ph.D.
Fort Bend County Clerk.

PUBLISHER'S AFFIDAVIT

5B
3-1-05
Comm

I, **Darlene Hall**, publisher, of the *Southwest Sun*, solemnly swear that the attached notice was published once in the *Southwest Sun*, a newspaper **published in Fort Bend County, Texas**, and of general circulation in *Fort Bend County* as specified by the Texas Government Code for the service of notice by publication, and the date that the issued said newspaper bore in which said notice was published on **February 09, 2005**.

SWORN TO AND SUBSCRIBED BEFORE ME by

Darlene Hall

on this the **09** day of **February, 2005**.

Cynthia Lynn Cheney

Notary Public, State of Texas

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, March 1, 2005 for Bubbles Express Reserve, being a replat of Reserve "A" of Kingsbridge Commerce Park, Section 2, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

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Submitted by,
Dianne Wilson, Ph.D.
Fort Bend County Clerk

PUBLISHER'S AFFIDAVIT

5B
3-1-05
Comm Ct

I, **Darlene Hall**, publisher, of the *Southwest Sun*, solemnly swear that the attached notice was published once in the *Southwest Sun*, a newspaper published in **Fort Bend County, Texas**, and of general circulation in *Fort Bend County* as specified by the Texas Government Code for the service of notice by publication, and the date that the issued said newspaper bore in which said notice was published on **February 16, 2005**.

SWORN TO AND SUBSCRIBED BEFORE ME by

Darlene Hall

on this the **16** day of **February, 2005**.



Cynthia Lynn Chaney

Notary Public, State of Texas

PUBLIC HEARING NOTICE
The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, March 1, 2005 for Bubbles Express Reserve, being a replat of Reserve "A" of Kingsbridge Commerce Park, Section 2, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact William M. DeArman, Bubbles Express, at 832-251-8951 for information prior to the hearing.

Submitted by,
Dianne Wilson, Ph.D.
Fort Bend County Clerk

PUBLISHER'S AFFIDAVIT

23B
3-1-05
comm
C

I, **Darlene Hall**, publisher, of the *Southwest Sun*, solemnly swear that the attached notice was published once in the *Southwest Sun*, a newspaper published in **Fort Bend County, Texas**, and of general circulation in *Fort Bend County* as specified by the Texas Government Code for the service of notice by publication, and the date that the issued said newspaper bore in which said notice was published on **March 09, 2005**.

SWORN TO AND SUBSCRIBED BEFORE ME by

Darlene Hall

on this the **09** day of **March**, 2005.



Cynthia Lynn Chaney

Notary Public, State of Texas

PUBLIC NOTICE NOTICE IS HEREBY GIVEN In compliance with Texas Local Government Code Chapter 232.101, and Private Real Property Rights Preservation Act (PPRPA) Section 2007.042 that the Fort Bend County Commissioners Court will consider amending the Regulation of Subdivisions to include Section 7. The county has conducted a Takings Impact Assessment (TIA), a full copy of which may be obtained by contacting D'Neal Krisch at (281) 341-8608. A summary of the TIA is as fol- lows: The amendment requires preservation and provision of vegetation/green space (trees, shrubbery, grasses and the like) by requiring setbacks and reserves along certain road- ways, and inside certain developments. It also limits the number of driveway con- nections along major thor- oughfares. Said amendment promotes the health, safety, morals, and general welfare of the county and the safe, orderly, and healthful devel- opment of the unincorporated area of the county. The TIA analyzes the purpose, bur- dens, benefits, and alterna- tives to the amendment. The County has concluded that the proposed amendment is exempt from PPRPA, or in the alternative the amend- ment does not effect a "tak- ing" as defined by Section 2007.002(5). Fort Bend County Commissioners Court will take action on the amend- ment after the expiration of 30 days from the date of this publication. Submitted by: Dianne Wilson, Ph.D. Fort Bend County Clerk
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