

**NOTICE OF MEETING  
FORT BEND COUNTY COMMISSIONERS COURT  
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS  
TUESDAY, APRIL 27, 1999  
1:00 O'CLOCK P.M.**

**AGENDA**

- 1 Call to Order
- 2 Invocation and Pledge of Allegiance by Commissioner Prestage
- 3 Approve minutes of meeting of April 13, 1999
- 4 Announcements and Public Comments
- 5 Approve line item transfers in budgets and funds
- 6 Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials

**CONSENT AGENDA ITEMS 7-16:**

7. **COUNTY JUDGE: Consider approval of renewal Agreement between Fort Bend County and Fort Bend Museum Association in the amount of \$25,000.00. (Fund: 010 045 0450 4010)**
8. **COMMISSIONER PCT. 1: Consider waiving permit fees for Needville United Methodist Church annual fish fry on May 1, 1999.**
9. **COMMISSIONER PCT. 3: Discuss and consider approving request for annexation of land into North Mission Glen Municipal Utility District.**
10. **CONSTABLE PCT. 2: Consider approving Reserve Deputies Yolanda Frank and Dexton Britton with Bond and Oath.**

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**NOTICE**

Policy of Non Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to or treatment or employment in its programs or activities

ADA Coordinator Risk/Management Insurance Dept 7th Floor Travis Building Richmond Texas 777469 phone 281 341-8618 has been designated to coordinate compliance with the non discrimination requirements in Section 35 107 of the Department of Justice regulations \* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder are available from the ADA coordinator

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**11. ENGINEERING:**

- A. Consider approving application from Patterson Petroleum, Incorporated to install a commercial driveway onto Robinwitz Road, Pct. 1.**
- B. Consider approving application from Southwestern Bell Telephone to bury cable along Payne Lane (County portion), Pct. 1.**
- C. Consider approving application from Southwestern Bell Telephone to bury cable on South side of Hannibal Road, Pct. 4.**
- D. Consider approving application from Clearwater Utilities, Incorporated to bury 8" force main along Rabbs Bayou, Pct. 1.**
- E. Consider approving application from Fort Bend Telephone Company to bore under several roads and bury cable along Westheimer Parkway and Mason Road and attach cable to bridge over V-A-15, Pct. 3.**
- F. Consider approving application from Land Mark Industries, Incorporated to construct two (2) commercial driveways onto Old Richmond Road, Pct. 3.**
- G. Consider accepting streets in New Territory Parcel SF-22 (Watermill Phase 2), and release bond #158 774 062 in the amount of \$186,050.00, Pct. 4.**
- H. Consider accepting streets in Homeward Way South Loop, Phase 2 & 3, and release bond #158 420 011 in the amount of \$480,400.00, and consider accepting streets in Homeward Way South Loop, Phase 4 and release bond #141 437 654 in the amount of \$34,750.00, Pct. 4.**
- I. Set public hearing for acceptance of traffic control plan for New Territory Parcel SF-22 (Watermill, Phase 2), Pct. 4.  
(May 25, 1999 1:30 p.m.)**
- J. Set public hearing for acceptance of traffic control plan for Homeward Way South Loop, Phase 2, 3 & 4, Pct. 4  
(May 25, 1999 1:30 p.m.)**
- K. Consider approving the plat for Village of Oak Lake, Sec. 4, Pct. 3.**
- L. Consider approving the plat for Mission Glen Estates, Sec. 8, Pct. 3.**
- M. Consider approving the plat for Mission Glen Estates, Sec. 10, Pct. 3.**
- N. Consider approving the plat for Woodlake Estates, Pct. 3.**
- O. Consider approving the plat for Brazos Lakes Replat One, Pct. 1.**
- P. Consider approving the plat for Canyon Gate at the Brazos, Sec. 1, Pct. 1.**

**12. EMS:**

- A. Consider approving Primary Interlocal Agreement between Fort Bend County and Austin County.**
- B. Consider approving Mutual Aid Agreement between Fort Bend County and Austin County.**

13. **FAIRGROUNDS:** Consider approving invoice No. 1 in the amount of \$1500.00 from Don A. Hartfiel for architectural services for the Fairgrounds Caretaker's living quarters. (Fund: 010 042 0420 1070)
14. **LIBRARY:**
  - A. Consider approving addendum #4 to Architectural Services Agreement with Hermes Reed Architects in the amount of \$36,582.01. (Fund: 250 030 7015)
  - B. Consider approving invoice #H903001 in the amount of \$36,582.01 for the Sugar Land Branch Library Project. (Fund: 250 030 7015)
15. **ROAD AND BRIDGE:** Consider approval of renewal Agreement between Fort Bend County and Stephen A. Doggett and Mary Dale Dozier for Fort Bend County Road and Bridge storage of road and bridge materials in the amount of \$300.00 per month. (Fund: 105 075 3020)
16. **TAX ASSESSOR/COLLECTOR:**
  - A. Consider approving the following over \$500.00 refunds:

Norwest Electronic Tax Service	\$611.63
Norwest Electronic Tax Service	\$718.78
Naresh & Madhu Mittal	\$587.10
B.C. & Angie Montgomery	\$509.67
Dennis & Vivian McDowell	\$799.54
Norwest Electronic Tax Service	\$522.62
Gordon & Barbara Derouen, Sr.	\$624.10
Cendant Mortgage	\$583.72
Star Bank Mortgage	\$541.22
Lorene Brenner	\$504.41
  - B. Consider approving application for historic site property tax exemption 1314 Third Street, Rosenberg, TX.
  - C. Record in the minutes the March 1999 monthly report from the Tax Assessor/Collector's Office.
  - D. Consider approving Amended Tax Abatement Agreement between Fort Bend County and Sugarland Properties Incorporated (Phase III).

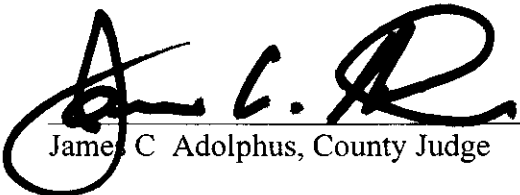
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- 17 1 30 p m - Hold public hearing and consider taking action on the following items
- A The changing of road names and acceptance of road name corrections or clarifications approved by the 911 committee in Fort Bend County
  - B Acceptance of the traffic control plan for Sienna Steep Bank Village, Section 1, Pct 2
  - C Traffic/safety study New Territory-Homeward Way @ Pointe Loma, Pct 4
  - D Replat of Weston Lakes, Section 16, Pct 4

- 18 COUNTY ATTORNEY Announce that the public hearing scheduled for May 4, 1999 at 1 30 p m for the closing of a portion of Kentucky Street in Fresno, Pct 2 will be rescheduled to May 25, 1999 at 1 30 p m
- 19 TAX ASSESSOR/COLLECTOR Discuss and consider approving requests for waiver of tax penalty and interest
- 20 PURCHASING
- A Authorize advertising for bids for the following
    - 1 Office supplies,
    - 2 Elevator maintenance at Jail,
    - 3 Pavement marking,
    - 4 Road material,
    - 5 Culverts,
    - 6 Printing of stationary,
    - 7 Bridge material,
    - 8 Bates M Allen Blue Hole Park
  - B Consider taking action on Bid #99-044 - Purchase or lease/purchase of new track type tractors
  - C Consider granting 30 day extension to Lawrence Marshall pursuant to the following bids
    - 1 #98-077 Police package utility vehicles (2 orders Sheriff Dept )
    - 2 #98-091 One-ton pick up (1 order Extension Service)
  - D Discuss and consider approval of Amended Agreement between Fort Bend County and Star Armored Car Service
- 21 Approve bills
- 22 **Meet in Closed Session** to discuss the following matters
- A. Potential Litigation.**
  - B. Litigation:** Fort Bend County vs David Ivey, Individually and d/b/a Mary's Taco Shack Restaurant, Cause No 15,473, In the County Court at Law No 2, Fort Bend County, Texas
  - C. Land Matters:** Pct 1
  - D. Personnel Matters:** A Fairgrounds
    - B Sienna Plantation Levee Improvement District
    - C Fort Bend Industrial Development Corporation
- as authorized by TX Gov Code, Sec 551/071/072/074




- 23 Reconvene Open Session and consider taking action on the following Closed Session matters
- A. **Potential Litigation.**
  - B. **Litigation:** Fort Bend County vs David Ivey, Individually and d/b/a Mary's Taco Shack Restaurant, Cause No 15,473, In the County Court at Law No 2, Fort Bend County, Texas
  - C. **Land Matters:** Pct 1
  - D. **Personnel Matters:**
    - A Fairgrounds
    - B Sienna Plantation Levee Improvement District
    - C Fort Bend Industrial Development Corporation
- 24 COUNTY JUDGE
- A Discuss and consider re-instating the Fort Bend Industrial Development Corporation (Forfeited by the Secretary of State on April 4, 1994)
  - B Discuss and consider appointing a new Board of Directors for the re-instated Fort Bend Industrial Development Corporation
- 25 COMMISSIONER PCT 2 Discuss and consider adopting Resolution requesting Commissioners Court of Fort Bend County to appoint a replacement Director and re-appoint Directors to the Sienna Plantation Levee Improvement District of Fort Bend County
- 26 ADMINISTRATIVE SERVICES Workshop session with Jeff Wiener of PGAL regarding the space utilization study
- 27 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

  
James C Adolphus, County Judge

Notice of meeting/agenda posted at William B Travis Building, Courthouse & Jane Long Annex, Richmond, Texas on Friday, April 23, 1999 by Maudi Bronsell

FILED FOR RECORD  
TIME 12 50 A.M.  
APR 23 1999  
  
County Clerk Fort Bend Co Texas

**NOTICE OF MEETING  
FORT BEND COUNTY DRAINAGE DISTRICT  
BOARD OF DIRECTORS  
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS  
TUESDAY, APRIL 27, 1999  
2:00 O'CLOCK P.M.**

**AGENDA**

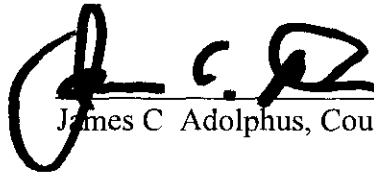
- 1 Call to Order
- 2 Discuss and consider approving Annual Audit Report for period ending December 31, 1998 for filing with the Texas Natural Resources Conservation Commission
- 3 Discuss and consider approving Interlocal Agreement with the City of Stafford for improvements to Willow Water Hole drainage channel
- 4 Discuss and consider taking action on exemptions for the 1999 tax year
  - A Homestead \$5,000 00 or 20% of appraised value whichever is greater
  - B Over 65 exemption \$100,000 00 or Disabled \$100,000 00 - only one
  - C Disabled veterans - according to the State Property Code
- 5 Discuss and consider accepting the monthly report
- 6 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


FILED IN RECORD

TIME 12 40 AM

APR 23 1999



James C. Adolphus, County Judge

  
Notice of Meeting for Fort Bend County, Texas  
Annex, Richmond, Texas on Friday, April 23, 1999 by Maudie Brownell

NOTICE


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ADA Coordinator Risk/Management Insurance Dept 7th Floor Travis Building Richmond Texas 777469 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

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

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County,  
Texas do hereby submit the Official Minutes of Commissioners Court held on the  
27 day of April, 1999

  
\_\_\_\_\_  
DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers  
seconded by Commissioner F. A. Herson, duly put and carried, it is ordered  
to accept for record the attached minutes approved on this the 4 day of  
May, 1999

  
\_\_\_\_\_  
JIM ADOLPHUS, COUNTY JUDGE

## MINUTES

BE IT REMEMBERED, That on this 27TH DAY of APRIL, 1999 Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present

JAMES C ADOLPHUS	COUNTY JUDGE
R L "BUD" O'SHIELES	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

**1. Call to Order.**

Call to Order by Judge Adolphus at 1 02 p m

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

Invocation and Pledge of Allegiance by Commissioner Prestage

**3. Approve minutes of meeting of April 13, 1999.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve minutes of meeting of April 13, 1999 with correction on item #22 to change wording subject to review by County Attorney's office

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**4. Announcements and Public Comments.**

Jim Gammill, Mayor of Simonton thanked the county for the Hazardous Waste Disposal Day

Todd LaBaume, representing Stone Creek Subdivision in New Territory and Christi Keller, representing New Territory request installation of a stop sign at New Territory-Homeward Way @ Pointe Loma (agenda item 17/c)

Daniel Kosler, EMS Director recognized Daniel Brown who received "Silent Hero Award" a state award for professional achievement.

**item #4 continued - Announcements and Public Comments:**

Judge Adolphus read a proclamation relating to the Census 2000 count and appointment of a census count committee

**5. Approve line item transfers in budgets and funds.**

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (5-0), it is ordered to approve line item transfers in budgets and funds for CHILD SUPPORT from Contingency, CHILD SUPPORT, VETERANS SERVICES, NON-DEPARTMENTAL from Contingency, EMERGENCY MANAGEMENT, PURCHASING and COMMISSIONER PCT 1 as presented by JIM EDWARDS, BUDGET OFFICER

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (5-0), it is ordered to approve line item transfer for DRAINAGE DISTRICT as presented by Jim Edwards, Budget Officer

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**NOTE: Items 6 and 7 were considered before item 5.**

**6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve out-of-state travel requests for LIBRARY and SHERIFF STAFF

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**CONSENT AGENDA ITEMS 7-16:**

7. **COUNTY JUDGE: Consider approval of renewal Agreement between Fort Bend County and Fort Bend Museum Association in the amount of \$25,000.00. (Fund: 010 045 0450 4010)**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve renewal agreement between Fort Bend County and Fort Bend Museum Association in the amount of \$25,000 00 (Fund 010 045 0450 4010)

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

8. **COMMISSIONER PCT. 1: Consider waiving permit fees for Needville United Methodist Church annual fish fry on May 1, 1999.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to waive permit fees for Needville United Methodist Church annual fish fry on May 1, 1999

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

9. **COMMISSIONER PCT. 3: Discuss and consider approving request for annexation of land into North Mission Glen Municipal Utility District.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve request for annexation of land into North Mission Glen Municipal Utility District

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

10. **CONSTABLE PCT. 2: Consider approving Reserve Deputies Yolanda Frank and Dexton Britton with Bond and Oath.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Reserve Deputies Yolanda Frank and Dexton Britton with Bond and Oath, Constable Pct 2

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**11. ENGINEERING:**

- A. Consider approving application from Patterson Petroleum, Incorporated to install a commercial driveway onto Robinwitz Road, Pct. 1.**
- B. Consider approving application from Southwestern Bell Telephone to bury cable along Payne Lane (County portion), Pct. 1.**
- C. Consider approving application from Southwestern Bell Telephone to bury cable on South side of Hannibal Road, Pct. 4.**
- D. Consider approving application from Clearwater Utilities, Incorporated to bury 8" force main along Rabbs Bayou, Pct. 1.**
- E. Consider approving application from Fort Bend Telephone Company to bore under several roads and bury cable along Westheimer Parkway and Mason Road and attach cable to bridge over V-A-15, Pct. 3.**
- F. Consider approving application from Land Mark Industries, Incorporated to construct two (2) commercial driveways onto Old Richmond Road, Pct. 3.**
- G. Consider accepting streets in New Territory Parcel SF-22 (Watermill Phase 2), and release bond #158 774 062 in the amount of \$186,050.00, Pct. 4.**
- H. Consider accepting streets in Homeward Way South Loop, Phase 2 & 3, and release bond #158 420 011 in the amount of \$480,400.00, and consider accepting streets in Homeward Way South Loop, Phase 4 and release bond #141 437 654 in the amount of \$34,750.00, Pct. 4.**
- I. Set public hearing for acceptance of traffic control plan for New Territory Parcel SF-22 (Watermill, Phase 2), Pct. 4. (May 25, 1999 1:30 p.m.)**
- J. Set public hearing for acceptance of traffic control plan for Homeward Way South Loop, Phase 2, 3 & 4, Pct. 4 (May 25, 1999 1:30 p.m.)**
- K. Consider approving the plat for Village of Oak Lake, Sec. 4, Pct. 3.**
- L. Consider approving the plat for Mission Glen Estates, Sec. 8, Pct. 3.**
- M. Consider approving the plat for Mission Glen Estates, Sec. 10, Pct. 3.**
- N. Consider approving the plat for Woodlake Estates, Pct. 3.**
- O. Consider approving the plat for Brazos Lakes Replat One, Pct. 1.**
- P. Consider approving the plat for Canyon Gate at the Brazos, Sec. 1, Pct. 1.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve items 11(a) through 11(p) for Engineering Department

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

APRIL 27, 1999

**12. EMS:**

**A. Consider approving Primary Interlocal Agreement between Fort Bend County and Austin County.**

**B. Consider approving Mutual Aid Agreement between Fort Bend County and Austin County.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve items 12(a) and 12(b) for EMS

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**13. FAIRGROUNDS: Consider approving invoice No. 1 in the amount of \$1500.00 from Don A. Hartfiel for architectural services for the Fairgrounds Caretaker's living quarters. (Fund: 010 042 0420 1070)**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve invoice No 1 in the amount of \$1,500 00 from Don A Hartfiel for architectural services for the Fairgrounds Caretaker's living quarters (Fund 010 042 0420 1070)

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**14. LIBRARY:**

**A. Consider approving addendum #4 to Architectural Services Agreement with Hermes Reed Architects in the amount of \$36,582.01. (Fund: 250 030 7015)**

**B. Consider approving invoice #H903001 in the amount of \$36,582.01 for the Sugar Land Branch Library Project. (Fund: 250 030 7015)**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve items 14(a) and 14(b)

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		



15. **ROAD AND BRIDGE: Consider approval of renewal Agreement between Fort Bend County and Stephen A. Doggett and Mary Dale Dozier for Fort Bend County Road and Bridge storage of road and bridge materials in the amount of \$300.00 per month. (Fund: 105 075 3020)**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve renewal Agreement between Fort Bend County and Stephen A. Doggett and Mary Dale Dozier for Fort Bend County Road and Bridge storage of road and bridge materials in the amount of \$300.00 per month (Fund 105 075 3020)

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

16. **TAX ASSESSOR/COLLECTOR:**

A. **Consider approving the following over \$500.00 refunds:**

Norwest Electronic Tax Service	\$611.63
Norwest Electronic Tax Service	\$718.78
Naresh & Madhu Mittal	\$587.10
B.C. & Angie Montgomery	\$509.67
Dennis & Vivian McDowell	\$799.54
Norwest Electronic Tax Service	\$522.62
Gordon & Barbara Derouen, Sr.	\$624.10
Cendant Mortgage	\$583.72
Star Bank Mortgage	\$541.22
Lorene Brenner	\$504.41

B. **Consider approving application for historic site property tax exemption 1314 Third Street, Rosenberg, TX.**

C. **Record in the minutes the March 1999 monthly report from the Tax Assessor/Collector's Office.**

D. **Consider approving Amended Tax Abatement Agreement between Fort Bend County and Sugarland Properties Incorporated (Phase III).**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve items 16(a) through 16(d)

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

APRIL 27, 1999

**17. 1:30 p.m. - Hold public hearing and consider taking action on the following items:**

**A. The changing of road names and acceptance of road name corrections or clarifications approved by the 911 committee in Fort Bend County.**

No public comments

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to accept changing of road names and acceptance of road name corrections or clarifications approved by the 911 committee in Fort Bend County

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**B. Acceptance of the traffic control plan for Sienna Steep Bank Village, Section 1, Pct. 2.**

No public comments

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (5-0), it is ordered to accept traffic control plan for Sienna Steep Bank Village, Section 1, Pct 2

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**C. Traffic/safety study New Territory-Homeward Way @ Pointe Loma, Pct. 4**

Todd LaBaume, representing Stone Creek Subdivision in New Territory and Christi Keller, representing New Territory request installation of a stop sign at New Territory-Homeward Way @ Pointe Loma

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to accept traffic/safety study New Territory-Homeward Way @ Pointe Loma, Pct 4

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**item #17 continued -1:30 p.m. - Hold public hearing and consider taking action on the following items:**

**D. Replat of Weston Lakes, Section 16, Pct. 4.**

No public comments

No action

- 18. COUNTY ATTORNEY: Announce that the public hearing scheduled for May 4, 1999 at 1:30 p.m. for the closing of a portion of Kentucky Street in Fresno, Pct. 2 will be rescheduled to May 25, 1999 at 1:30 p.m.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered that the public hearing scheduled for May 4, 1999 at 1 30 p m for the closing of a portion of Kentucky Street in Fresno, Pct 2 will be rescheduled to May 25, 1999 at 1 30 p m

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- 19. TAX ASSESSOR/COLLECTOR: Discuss and consider approving requests for waiver of tax penalty and interest.**

(a) Sonai R. Shah request waiver of tax penalty and interest

Pass until May 4

(b) John Rafferty request waiver of tax penalty and interest

Pass until May 4

(c) Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to deny waiver of tax penalty and interest for Myqui T Nguyen & Tien V Vo

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

APRIL 27, 1999

**item #19 continued - Tax Assessor/Collector: Discuss and consider approving requests for waiver of tax penalty and interest.**

(d) Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize waiver of tax penalty and interest in the amount of \$119 79 to Pinakin N Jaradi

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**20. PURCHASING:**

**A. Authorize advertising for bids for the following:**

- 1. Office supplies;**
- 2. Elevator maintenance at Jail;**
- 3. Pavement marking;**
- 4. Road material;**
- 5. Culverts;**
- 6. Printing of stationary;**
- 7. Bridge material;**
- 8. Bates M. Allen Blue Hole Park.**

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (5-0), it is ordered to authorize advertising for bids for items 20(a)(1) through 20(a)(8) as presented by Gilbert Jalomo, Purchasing Agent

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**B. Consider taking action on Bid #99-044 - Purchase or lease/purchase of new track type tractors.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award bid #99-044 to Mustang Tractor in the amount of \$294,793 00 each for lease/purchase of 2 new track type tractors as presented by Gilbert Jalomo, Purchasing Agent

Funding  $\$137,500 \times 2 = \$275,000$  00 down payment from Drainage District 115-051-0510-1010 Payments in 2000 and 2001 by Drainage District

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

APRIL 27, 1999

**item #20 continued - Purchasing:**

**C. Consider granting 30 day extension to Lawrence Marshall pursuant to the following bids:**

- 1. #98-077 Police package utility vehicles (2 orders Sheriff Dept.)**
- 2. #98-091 One-ton pick up (1 order Extension Service).**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to grant 30 day extension to Lawrence Marshall pursuant to bid #98-077 Police package utility vehicles (2 orders Sheriff Dept ) to May 17, 1999, and bid #98-091 One-ton pick up (1 order Extension Service) to June 7, 1999 as presented by Gilbert Jalomo, Purchasing Agent

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**D. Discuss and consider approval of Amended Agreement between Fort Bend County and Star Armored Car Service.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve amended agreement between Fort Bend County and Star Armored Car Services as presented by Gilbert Jalomo, Purchasing Agent

NOTE eliminate service to the office of Constable Pct 1, reduce the service to Constable Pct 4 from daily to weekly, and reduce contract amount to \$4,626 00

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**21. Approve bills.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve bills as presented by Robert Grayless, County Auditor

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

APRIL 27, 1999

**Recess:**

Recessed at 1 46 p m

**Closed Session:**

Convened at 1 50 p m

Adjourned at 2 32 p m

22. **Meet in Closed Session to discuss the following matters: as authorized by TX Gov. Code, Sec. 551/071/072/074:**

A. **Potential Litigation.**

B. **Litigation: Fort Bend County vs. David Ivey, Individually and d/b/a Mary's Taco Shack Restaurant; Cause No. 15,473; In the County Court at Law No. 2; Fort Bend County, Texas.**

C. **Land Matters: Pct. 1.**

D. **Personnel Matters: A. Fairgrounds**

**B. Sienna Plantation Levee Improvement District**

**C. Fort Bend Industrial Development Corporation**

**Reconvene:**

Reconvened at 2 32 p m

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

A. **Potential Litigation.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize County Judge to execute settlement and release for the property damages only to City of Rosenberg and proceeds deposited into Fund 403

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Litigation: Fort Bend County vs. David Ivey, Individually and d/b/a Mary's Taco Shack Restaurant; Cause No. 15,473; In the County Court at Law No. 2; Fort Bend County, Texas.**

No action

**item #23 continued - Closed Session:**

**C. Land Matters: Pct. 1.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize County Attorney to negotiate a trade of property between Fort Bend County and City of Richmond

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**D. Personnel Matters:**

**A. Fairgrounds**

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve the following recommendations effective next pay period

	Efram DeLeon	Grade 7 Step 2	
	Pedro Barron	Grade 5 Step 3	
	open position	Grade 5	
Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**B. Sienna Plantation Levee Improvement District**

See agenda item #25

**C. Fort Bend Industrial Development Corporation**

See agenda item #24

**24. COUNTY JUDGE:**

**A. Discuss and consider re-instating the Fort Bend Industrial Development Corporation (Forfeited by the Secretary of State on April 4, 1994).**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (5-0), it is ordered to re-instate the Fort Bend Industrial Development Corporation (Forfeited by the Secretary of State on April 4, 1994)

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**item #24 continued - County Judge:**

**B. Discuss and consider appointing a new Board of Directors for the re-instated Fort Bend Industrial Development Corporation.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to appoint the following new Board of Directors for the re-instated Fort Bend Industrial Development Corporation

Commissioner O'Shieles	ROBERT HEBERT
Commissioner Prestage	JIMMY COLEMAN
Commissioner Meyers	MICHAEL SWIERKE
Commissioner Patterson	BOB TREACY
Judge Adolphus	RUSSELL JONES

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

The County Judge's Office will notify the members of their appointment

**25. COMMISSIONER PCT. 2: Discuss and consider adopting Resolution requesting Commissioners Court of Fort Bend County to appoint a replacement Director and re-appoint Directors to the Sienna Plantation Levee Improvement District of Fort Bend County.**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (5-0), it is ordered to adopt resolution requesting Commissioners Court of Fort Bend County to appoint Kendall Beckman to replace Ken Tan's unexpired term until July 20, 1999 and reappoint Kendall Beckman along with Floyd Dellinger and Jeffrey R. Scarborough for a four year term to expire July 20, 2003

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**26. ADMINISTRATIVE SERVICES: Workshop session with Jeff Wiener of PGAL regarding the space utilization study.**

Presentation by Jeff Wiener of PGAL regarding the space utilization study

**27. Adjournment.**

Commissioners Court adjourned at 3 38 p m on Tuesday, April 27, 1999



## **DRAINAGE DISTRICT BOARD**

BE IT REMEMBERED, That on this the 27TH DAY of APRIL, 1999, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present

JAMES C ADOLPHUS	COUNTY JUDGE
R L "BUD" O'SHIELES	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 Adolphus at 2 40 p m

**2. Discuss and consider approving Annual Audit Report for period ending December 31, 1998 for filing with the Texas Natural Resources Conservation Commission.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Annual Audit Report for period ending December 31, 1998 for filing with the Texas Natural Resources Conservation Commission

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shueleles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

APRIL 27, 1999

**3. Discuss and consider approving Interlocal Agreement with the City of Stafford for improvements to Willow Water Hole drainage channel.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement with the City of Stafford for improvements to Willow Water Hole drainage channel

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**4. Discuss and consider taking action on exemptions for the 1999 tax year:**

**A. Homestead \$5,000.00 or 20% of appraised value whichever is greater.**

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (5-0), it is ordered to approve homestead exemption of \$5,000 00 or 20% of appraised value whichever is greater

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**B. Over 65 exemption: \$100,000.00 or Disabled: \$100,000.00 - only one.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve over 65 exemption \$100,000 00 or Disabled \$100,000 00 - only one

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**C. Disabled veterans - according to the State Property Code.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve exemption for Disabled veterans - according to the State Property Code

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

APRIL 27, 1999

**5. Discuss and consider accepting the monthly report.**

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (5-0), it is ordered to accept March, 1999 monthly report

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**6. Adjournment.**

The Drainage District Board adjourned at 2 44 p m on Tuesday, April 27, 1999



# FORT BEND COUNTY CLERK

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

DIANNE WILSON  
COUNTY CLERK

TO DENNIS MORGAN, ACA  
FROM DIANNE WILSON  
DATE APRIL 27, 1999  
RE ~~MARCH~~ <sup>April</sup> 27 AGENDA #22

13 Per the attached memo from Commissioner Meyers, I am requesting guidance in the wording of the ~~March~~ <sup>April</sup> agenda item #22. Commissioners court voted today to change the wording on item #22 subject to review by the County Attorney's office.

Based on staff research of Robert's Rules of Order, a voting member of any organization may cast the following vote IN FAVOR OF THE MOTION, OPPOSE TO THE MOTION OR ABSTAIN ON THE MOTION. No where can we find a reference allowing a person to split their vote on a motion.

I have no problem with the request but what is the appropriate wording? If changing the current minutes to reflect Commissioner Meyers' intent is permissive, please provide this office the proper language. If a split vote on a motion is not allowable, please respond in kind.

Thank you for considering this issue.

MEMO

TO County Clerk Dianne Wilson

FROM Andy Meyers

DATE 03/27/99

No 22 of the Minutes to Commissioners Court Meeting of April 13, 1999 does not accurately reflect my vote

I took great pains to completely explain the reason for my vote which related to my agreeing, sometime prior to the Court Meeting, with several other members of the court that Fort Bend should not have one of its elected official on the Riceland/Texana Board

For this reason I voted for ALL of the nominees EXCEPT Dianne Wilson, a Fort Bend County elected official

My vote should be YES on all other nominees and NO on Dianne Wilson

Obviously the court has reconsidered and changed its position of not having a Fort Bend County elected official on Riceland/Texana Board

FORT BEND COUNTY COMMISSIONERS COURT

PUBLIC PARTICIPATION FORM

3 MINUTE TIME LIMIT

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

NAME:

Mr. Sam

HOME ADDRESS:

2002 W. 10th

Springtown, TX

HOME PHONE:

817-346-1533

PLACE OF EMPLOYMENT:

RETIRED

WORK PHONE:

DO YOU REPRESENT ANY PARTICULAR GROUP / ORGANIZATION?

City of Springtown

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

WHICH AGENDA ITEM DO YOU WISH TO ADDRESS?

Program

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

NA

SIGNATURE:

Sam

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

✓  
FORT BEND COUNTY COMMISSIONERS COURT

PUBLIC PARTICIPATION FORM

3 MINUTE TIME LIMIT

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

NAME: Todd LaBume

HOME ADDRESS: 915 Burchton

Sugar Land, TX 77479

HOME PHONE: 281-565-7078

PLACE OF EMPLOYMENT: \_\_\_\_\_

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

DO YOU REPRESENT ANY PARTICULAR GROUP /ORGANIZATION? yes

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

GROUP/ORGANIZATION: neighborhood representative

Stone Creek Subdivision

WHICH AGENDA ITEM DO YOU WISH TO ADDRESS? stop sign

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

SIGNATURE: Todd LaBume

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

✓  
FORT BEND COUNTY COMMISSIONERS COURT

PUBLIC PARTICIPATION FORM

3 MINUTE TIME LIMIT

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

NAME: CHRISTI KELLER

HOME ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

PLACE OF EMPLOYMENT: New Territory Residential Community Assoc

WORK PHONE: 281-565-0616

DO YOU REPRESENT ANY PARTICULAR GROUP /ORGANIZATION? yes

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

GROUP/ORGANIZATION: Same as above

WHICH AGENDA ITEM DO YOU WISH TO ADDRESS? proposed 4 way stop  
Item 17c

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

SIGNATURE: Christi Keller

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



*Emergency Medical Services*

Fort Bend County, Texas

Daniel Kosler  
Director(281) 342-7233  
Fax (281) 344-3019

April 22, 1999

The Honorable County Judge  
and Commissioners CourtRe. Daniel Brown, EMS communication's employee and recipient of the Advisory Commission on  
State Emergency Communications "Silent Hero Award"

Dear Sirs

This week in Fort Worth, Texas, during the annual "911 Appreciation Day", Mr. Daniel Brown was honored with a Silent Hero Award from Texas' Advisory Commission on State Communications for his outstanding performance and dedication to a stressful and demanding position as a EMS communicator. His ability to quickly process calls, dispatch the appropriate apparatus, and provide emergency care instructions over the phone to those in need make him a valuable asset to those he serves.

I would like to recognize Mr. Brown's accomplishment during the Announcement and Public Comments section of the commissioners court meeting scheduled for Tuesday, April, 27, 1999.

Sincerely,

Daniel Kosler  
Director EMS

# *Resolution*

## **ESTABLISHING A COMPLETE COUNT COMMITTEE FOR THE COUNTY OF FORT BEND TO HELP PROMOTE FULL PARTICIPATION IN THE U.S. CENSUS 2000**

**WHEREAS,** the County recognizes the importance of a complete and accurate census count of residents for future allocation of federal funding for local programs, and

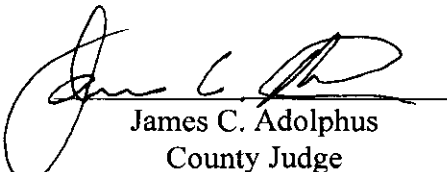
**WHEREAS,** the County seeks to encourage the full participation of all residents in the 2000 U S Census,


**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF FORT BEND, TEXAS:**

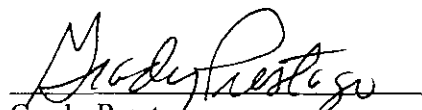
**SECTION 1.** That the County establish the Fort Bend Complete Count Committee to be comprised of members appointed by Commissioners' Court who shall serve from April 23, 1999 to June 30, 2000 The Chairperson(s) of the Complete Count Committee shall be appointed by Commissioners' Court

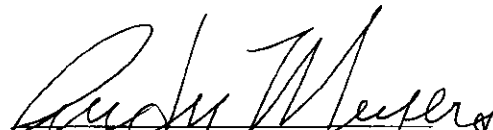
**SECTION 2.** The Complete County Committee will meet no less than quarterly and subject to the call of the Chairperson

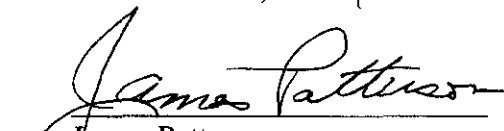
**DATED** this 27 of April, 1999

  
James C. Adolphus  
County Judge

  
R L "Bud" O'Shieles  
Commissioner, Precinct 1

  
Grady Prestage  
Commissioner, Precinct 2

  
Andy Meyers  
Commissioner, Precinct 3

  
James Patterson  
Commissioner, Precinct 4

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 1999

5

On this the 22 day of April, 1999 the Commissioners' Court, with the following members being present

James Adolphus	-	County Judge
R L O'Shieles	-	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 October 13, 1998, the Court heard and approved the budget for the year 1999 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 CHILD SUPPORT Department # 14

**TRANSFER TO:**

LINE-ITEM NAME	NUMBER	AMOUNT
Salaries and Labor	010 014 0140 0200	\$ 26,818
Social Security	010 014 0140 0300	2,051
Retirement	010 014 0140 0400	2,950
WC/Unemployment	010 014 0140 0600	552
TOTAL TRANSFERRED TO \$		32,371

**TRANSFER FROM:**

Non-Departmental Contingency	010 045 0450 4040	\$ 32,371
TOTAL TRANSFERRED FROM \$		32,371

EXPLANATION All Clerk II positions were reclassified October 28, 1998 affecting line items 0200, 0300, 0400, and 0600. The request to modify for additional funding was submitted November 17, 1998 but was disapproved and deferred for 1999 budget. The difference between the approved 1999 Budget and the reclassification is \$32,371.00.

Department Head Katherine N. Mizell Date April 16, 1999  
KATHERINE N. MIZELL

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY James Adolphus  
James Adolphus, County Judge

obas.  
9/2



Katherine N. Mizell  
Administrator

## CHILD SUPPORT

Fort Bend County, Texas

April 16, 1999

FROM: Katherine N. Mizell *Katherine N. Mizell*  
SUBJECT: Request to Approve Line Item Transfer for Reclassifications  
TO: Ben "Bud" Childers *Jim Edwards, Budget Officer*

1. Request approval for line item transfer from 010 045 0450 4040, Non-Departmental Contingency to 010 014 0140 0200, 0300, 0400, and 0600, Child Support.
2. All Clerk II positions were reclassified October 28, 1998 affecting line items 0200, 0300, 0400, and 0600. The request to modify for additional funding was submitted November 17, 1998 but was disapproved and deferred for 1999 budget. The difference between the approved 1999 Budget and the reclassification is \$32,371.00.
3. Thank you for your kind consideration and approval in this matter.

KM:km

Atch

19 1999

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 1999

On this the 27th day of April, 1999, the Commissioners' Court, with the following members being present

James Adolphus	-	County Judge
R L O'Shieles	-	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 October 13, 1998, the Court heard and approved the budget for the year 1999 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 Child Support Department # 014

**TRANSFER TO:**

LINE-ITEM NAME	NUMBER	AMOUNT
MIS - I T Leases	<del>860-</del> 860-3021	\$2,880

TOTAL TRANSFERRED TO \$ \$2,880

**TRANSFER FROM.**

AG Federal Reimbursement	860-1010	\$2,880
Fund for Child Support		

TOTAL TRANSFERRED FROM \$ \$2,880

EXPLANATION Procurement of 6 computers on a yearly cost agreement

See attached letter Transfer within Fund 860 to  
new object code 3021

Department Head for James Edwards Date Apr 23, 1999

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY J. L. A.  
James Adolphus, County Judge



Katherine N Mizell  
Administrator

## CHILD SUPPORT

Fort Bend County, Texas

April 19, 1999

FROM: Katherine N. Mizell *KM Mizell*  
SUBJECT: Request to Transfer \$2,880.00 from Fund 860 1010 to  
Management Information systems (MIS) to Procure Six  
Computers  
TO: Jim Edwards

1. Please transfer \$2,880.00 from Fund 860 1010 to MIS to procure six (6) computers on a yearly cost/agreement. These computers will be utilized as follows:

Three (3) to replace current computers;  
One (1) for Attorney General's electronic transfer;  
One (1) for File Room usage; and  
One (1) for Temp/Part Timer.

2. Expenses to procure 20 additional licenses on current Acucobol software, upgrades, fees, and technical support will cost \$1,142.00. We will submit requests for purchase orders on these. If further explanation is needed on any of these matters, please advise. Thank you again.

KM:km  
Atch  
cc: Judge Thomas O. Stansbury  
Kirk Kirkpatrick

# ACUCORP™

April 2, 1999

Sandra Janczak  
Fort Bend County Administration  
301 Jackson  
Richmond, TX 77469

Dear Sandra

Per our telephone conversation, please allow the following to serve as a formal quote for Fort Bend County Administration to purchase the following products. Just as a reminder to all our customers, our older versions of Acucobol®-GT have been retired hence, we will not continue enhancing and developing these versions. Ultimately, Acucobol™-GT Version 4.0 or higher will be the standard. Please be advised that your current version of Acucobol has been end-of-lifed therefore, in order for me to add 20 more users to your existing system, I need to send you the most current version of Acucobol™-GT. Our products are designed to run best when everything is on the new version number. That being said, I have included pricing to upgrade your in-house versions to the most recent AcuVersion

Dos Acucobol™-GT Development System ~ Upgrade Fee ~ (1 Developer)	113
	\$
Dos Acucobol™-GT Runtime ~ Upgrade Fee for existing runtime ~ (10 Users)	69
	\$
Dos Acucobol™-GT Runtime ~ adding 20 more users	800
	\$
★ Annual Technical Support ~ (Total Count = 20 Users)	160
	\$
<b>Grand Total</b>	<b>1,142</b>
	\$

★ Technical Support provides you with free Point Release Upgrades and access to our Technical Support Hotline, Monday through Friday from 6:00 AM to 6:00 PM PST. It is mandatory in your first year and renewed at your discretion in subsequent years. However, it is highly recommended because you will be subject to retroactive charges. A current Technical Support Contract is required to upgrade.

If your organization requires a purchase order before an order can be placed, please feel free to fax it directly to my attention at (619) 689-4555; otherwise a verbal approval is sufficient. If you have any questions regarding this quote or if I can be of any further service, please do not hesitate to contact me. I look forward to working with you.

Warmest regards,

Ms. America Keenan  
Business Development Manager





TO 014 DATE. 4-6-99

FROM: ROBERT N. GRAYLESS, COUNTY AUDITOR  
Katly, ASSISTANT

THE ATTACHED BILL IS RETURNED BECAUSE IT DOES NOT COMPLY WITH ONE OR MORE OF THE FOLLOWING PROCEDURES

- ☐ ONLY ORIGINAL INVOICES SHOULD BE SUBMITTED-NO STATEMENTS OR DELIVERY TICKETS
- ☐ EACH PURCHASE ORDER MUST BEAR AN AUTHORIZED SIGNATURE
- ☐ INVOICE TRANSMITTALS MUST BE CODED WITH THE 14 DIGIT DISTRIBUTION CODE AND VENDOR NUMBER
- ☐ INVOICES MUST HAVE DESCRIPTIONS OF ITEMS PURCHASED
- ☒ OTHER

This should be paid out of 4010.  
Thanks

FORT BEND COUNTY, TEXAS  
PURCHASE ORDER

P O NUMBER PC 01400000342

SPECIAL INSTRUCTIONS

PAGE # 01  
P O DATE 03 29 1999

DELIVER BY 03 29 1999

BUYER CONFIRMING FOB

VENDOR

SHIP TO

CHILD SUPPORT  
900 MORTON  
RICHMOND TX 77469

BILL TO

CHILD SUPPORT  
P O BOX 118  
RICHMOND TX 77406-0118

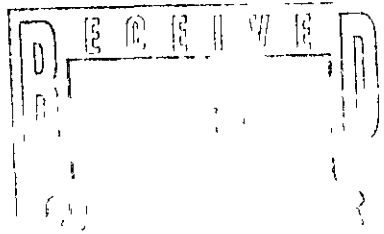
DESCRIPTION

QUANTITY  
1.000 EA

UNIT COST  
50.000000

EXTENDED COST  
50.00

001 001  
010 014 0140 1700 0701 01  
MEMBERSHIP DUES, TX ASSOC OF C/S REGISTRIES, KATHIRINE MIZELL



COUNTY TREASURER  
FORT BEND COUNTY  
REGISTERED

MAR 31 1999

*Kathrine W. Mizell*

**FINAL**

PAGE TOTAL : 50.00  
GRAND TOTAL : 50.00

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

*Kathrine W. Mizell* 033199

AUTHORIZED SIGNATURE/DATE

*[Signature]*

SIGNATURE OF PURCHASING AGENT



OFFICE OF  
**RITA TYSON**  
COUNTY & DISTRICT CLERK  
COCHRAN COUNTY TEXAS

COURTHOUSE ROOM 102  
MORTON TEXAS 79346

(806) 266 5450  
(806) 266 8843

February 18, 1999

Katherine Mizell, Adm  
Fort Bend Co Child Support  
PO Box 118  
Richmond, TX 77406-0118

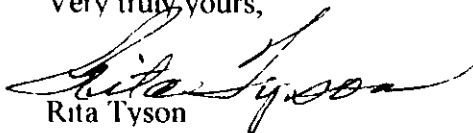
Dear DRO Officer,

In September of 1998, a group of concerned clerks and child support officers met for the purpose of establishing a coalition of local government representatives who operate child support registries in order to further the efficiency of child support in Texas and to provide a means for the education of its members regarding the statutory duties concerning child support, and to participate in the legislative, judicial and executive processes of state and federal government beneficial in the performance of the members' duties. Officers were elected and bylaws were adopted.

The dues for membership in the Texas Association of Child Support Registries are \$50 annually for active members, being those who operate a local government child support registry.

I am enclosing a membership application should you wish to become a member of this group. Please return it back to me with your remittance.

Very truly yours,

  
Rita Tyson  
TACSR Secretary

# Texas Association of Child Support Registries (TACSRs)

TACSRs PURPOSE: To establish a coalition of local government representatives who operate child support registries in order to further the efficiency of child support in Texas, and to provide a means for the education of its members regarding the statutory duties concerning child support, and to participate in the legislative, judicial, and executive processes of state and federal government beneficial in the performance of the members' duties.

## MEMBERSHIP APPLICATION

Name: KATHERINE N. MIZELL

Title ADMINISTRATOR County: FORT BEND COUNTY

Address: P.O. BOX 118 RICHMOND, TX 77406-0118

Office phone: (281)342-6257 Home phone:

FAX: (281)342-0557 email:

Active membership (voting member) \$50 per year

Associate membership (non-voting) \$25 per year

Mail this application and your check to:

TACSRs  
Rita Tyson, Treasurer  
Courthouse Room 102  
Morton, TX 79346



Katherine N Mizell  
Administrator

## CHILD SUPPORT

Fort Bend County, Texas

April 19, 1999

FROM: Katherine N. Mizell *KRM/ude*  
SUBJECT: Line Item Transfer 010 014 0140 1062 to 4010 (Office  
Supplies/Postage to Fees/Services)  
TO: Jim Edwards

1. Request to transfer Fifty Dollars (\$50.00) from Line Item 1062 to 4010.
2. The monies will be used to pay the membership fee to join the Texas Association of Child Support Registries (TACSR). Kindly take note that this association was only formed in September 1998 (see attached). The cost was not anticipated and included in the 1999 budget.
3. Please approve. Thank you for your very kind consideration in this matter.

KM:km

Atch

cc: Judge Thomas O. Stansbury

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 1999

On this the 27 day of April 1999, the Commissioners' Court with the following members being present

James Adolphus	-	County Judge
R L O'Shieles	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-wrt,

THAT WHEREAS, theretofore, on October 13, 1998, the Court heard and approved the budget for the year 1999 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 Veterans Service Department # 0035

**TRANSFER TO**

LINE-ITEM NAME	NUMBER	AMOUNT
<u>conference/travel</u>	<u>010-035-0350-0701</u>	<u><del>1,900.00</del> 1,109</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO \$		<u><del>1,900.00</del> 1,109</u>

**TRANSFER FROM:**

<u>automobiles</u>	<u>010-035-0350-6025</u>	<u><del>1,900.00</del> 1,109</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM \$		<u><del>1,900.00</del> 1,109</u>

EXPLANATION county vehicle was not assigned to this office until  
March 12th, 1999.

The money that was in line item #010-035-0350-0701 was to be used  
for conference and training but was used for mileage reimbursement.

Department Head *Patrick Connel* Date 4/12/99

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY

*J. L. R.*  
James Adolphus County Judge

*ofay*  
*JP*

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 1999

On this the 27th day of April, 1999, the Commissioners' Court, with the following members being present

James Adolphus	-	County Judge
R L O'Shieles	-	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 October 13, 1998, the Court heard and approved the budget for the year 1999 for Fort Bend County, and

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

The following transfers to said budget are hereby authorized

Department Name Non-Departmental Department # 045

**TRANSFER TO.**

LINE-ITEM NAME	NUMBER	AMOUNT
Fees and Services	045-4010	\$100,000

TOTAL TRANSFERRED TO \$ \$100,000

**TRANSFER FROM:**

Contingency	045-4040	\$100,000

TOTAL TRANSFERRED FROM \$ \$100,000

EXPLANATION This transfer is needed to pay for current and future expenses

Department Head James Edwards Date April 22/1999

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY J. C. R.

James Adolphus, County Judge







## EMERGENCY MANAGEMENT/FIRE MARSHAL

Fort Bend County, Texas

V T Cooper  
County Coordinator/Fire Marshal

(281) 342-6185  
Fax (281) 342-0431

# Memorandum

To James W Edwards, Budget Officer  
Through Vance T Cooper *V.T. Cooper*  
From Linda Barnes, Secretary  
Date 04/15/99  
Re Justification for Line Item Transfer Request

---

We respectfully request the transfer of \$1,459 00 from line item 6025(Vehicles) to line item 1010(Property & equipment) The following items are needed for the newly purchased vehicle

- 1 Bed liner-----\$350
- 2 Tool box-----\$371
- 3 Motorola Profile 300 mobile phone  
with data connection and car kit installed----- \$738

Thank you in advance for your assistance with this matter

Enclosure

**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 1999**

On this the 27<sup>th</sup> day of April 1999, the Commissioners' Court, with the following members being present

James Adolphus -	County Judge
R L O'Shuelles -	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 October 13, 1998, the Court heard and approved the budget for the year 1999 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 Purchasing Department

Department # 053

**TRANSFER TO:**

LINE-ITEM NAME	NUMBER	AMOUNT
Salaries	010-053-0530-0200	5000 00
<b>TOTAL TRANSFER TO:</b>		<b><u>\$5000.00</u></b>

**TRANSFER FROM:**

LINE-ITEM NAME	NUMBER	AMOUNT
Fees and Services	010-053-0530-4010	5000 00
<b>TOTAL TRANSFER FROM:</b>		<b><u>\$5000.00</u></b>

EXPLANATION Fund pay increase approved by Purchasing Board on 4/14/99

Department Head 

Date 4-21-99

THE COUNTY OF FORT BEND

BY 

James Adolphus, County Judge





IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 1999

On this the 27 day of April, 1999, the Commissioners' Court, with the following members being present

James Adolphus	-	County Judge
R L O'Shieles	-	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 October 13, 1998, the Court heard and approved the budget for the year 1999 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 Drainage District Department # 051

**TRANSFER TO**

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Property &amp; Equipment</u>	<u>115-051-0510-1010</u>	<u>\$100,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO \$		<u>\$100,000.00</u>

**TRANSFER FROM:**

<u>Automobiles</u>	<u>115-051-0510-6025</u>	<u>\$100,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM \$		<u>\$100,000.00</u>

EXPLANATION Pending approval of lease purchase of 2 bulldozers. Transfer  
of funds is to increase the downpayment on the machines in order to reduce  
finance charges.

Department Head

*[Signature]*  
Daniel E. Gerken, P.E.

Date 4/19/99

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY

*[Signature]*  
James Adolphus, County Judge

*okan*  
*[Signature]*

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

Linda Lupro  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF DEPARTURE 5/12/99

DATE OF RETURN 5/16/99

DESTINATION Denver, Colorado

PURPOSE OF TRIP attendance at "The Future's in the Balance" -- Urban Libraries Council/Benton Foundation conference

MODE OF TRANSPORTATION air

FUNDING SOURCE Friends of the Library

\*\*\*\*\*

DEPARTMENT HEAD APPROVAL: Roman S. Bohachevsky, Library  
Name & Department

DATE 4/14/99 R. S. Bohachevsky  
Signature

\*\*\*\*\*

APPROVED COMMISSIONERS COURT: Presiding Official [Signature]  
Date 4-27-99

(Emergency Approval \_\_\_\_\_ Date \_\_\_\_\_)

**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:

Lloyd E. Rowland  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF DEPARTURE April 20, 1999

DATE OF RETURN April 21, 1999

DESTINATION Las Vegas, Nevada and Pahrump, Nevada

PURPOSE OF TRIP Interview suspect and other family members - Case #92-020025

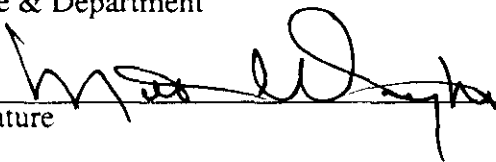
MODE OF TRANSPORTATION Commercial airline

FUNDING SOURCE 010 027 0270 0701

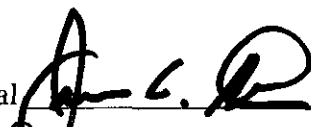
\*\*\*\*\*

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff  
Name & Department

DATE April 14, 1999

  
Signature

\*\*\*\*\*

APPROVED COMMISSIONERS COURT: Presiding Official 

Date 4-27-99

(Emergency Approval \_\_\_\_\_ Date \_\_\_\_\_)

#11

# FORT BEND COUNTY

## COMMISSIONERS COURT AGENDA REQUEST FORM

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

DATE SUBMITTED: 4/9/99  
COMMISSIONERS COURT AGENDA FOR 4/27/99

DEPT SUBMITTED BY: County Attorney  
DEPT. PHONE NO. 281-341-4556

### SUMMARY OF ITEM

**Consider approval of renewal Agreement between Fort Bend County and Fort Bend County Museum in the amount of \$25,000 for 1999.**

RENEWAL CONTRACT/AGREEMENT Yes (x) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: yes  
(Back-up documentation must be attached for consideration)

### FINANCIAL SUMMARY:

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

**Original form** submitted with back up to County Judge's Office: Yes: ( x )

### CC with back up:

Auditor	(281-341-3774)	Comm. Pct. 1	(281-344-0587)
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) yes

### Instructions for submitting an Agenda Request:

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

### RECOMMENDATION / ACTION REQUESTED

**funding increased by \$8,000 per authorization from commissioners court on 3/30/99**

5-12-99 Sent original Agreement to Co. Attorney.

THE STATE OF TEXAS                   §

COUNTY OF FORT BEND               §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE  
AGREEMENT BETWEEN FORT BEND COUNTY  
AND THE FORT BEND COUNTY MUSEUM ASSOCIATION**

On this the 27<sup>th</sup> day of April, 1999, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Meyers, duly put and carried,

**IT IS ORDERED** that the Fort Bend County Judge be, and he is hereby, authorized to execute the Agreement between Fort Bend County and the Fort Bend County Museum Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word



STATE OF TEXAS §

**AGREEMENT BETWEEN FORT BEND COUNTY  
AND THE FORT BEND COUNTY MUSEUM ASSOCIATION**

**WHEREAS**, Section 318 011 of the Local Government Code provides that Commissioners' Court may make agreements with private organizations for the preservation and collection of objects of any kind that are historically significant to the **County**, and, preparing, publishing, and disseminating, by sale or otherwise, a history of the county

**WHEREAS**, the **County** desires to have the historic collections of artifacts, buildings and archives relating to the **County's** history preserved and made available to the public, and,

**WHEREAS**, the **Museum** is willing to preserve and maintain its collection of historic artifacts, buildings and archives relating to the **County's** history, and,

**WHEREAS**, the **Museum** is to provide educational programs using historic buildings, artifacts, and documents relating to Fort Bend County's history, and,

**WHEREAS**, the County is willing to reimburse the Museum for costs of utilities and salaries in connection with the preservation and display of artifacts, buildings, archives, and documents relating to Fort Bend County's history, as approved by Attorney General Opinion M-1113

**WHEREAS**, the Museum has provided the County with documentation showing its costs for utilities and salaries for the year of 1998 totaled over \$25,000 00

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows

**I.**  
**Services**

A       The **Museum** shall preserve and maintain the historic County documents and archives now in its collection. Said documents and archives shall be reasonably made available to the public for research.

B       The **Museum** shall preserve and maintain its collections of historic County buildings, artifacts and archives and allow the public reasonable access to said collections through exhibits, displays, and educational programs.

C       The **Museum** shall provide to the **County** documentation of its reasonable and necessary costs for utilities and salaries in connection with the preservation and display of artifacts, archives and documents relating to Fort Bend County history.

**II.**  
**Term**

The term of this Agreement is January 1, 1999 through December 31, 1999. This Agreement shall terminate on December 31, 1999.

**III.**  
**Compensation**

The **County** agrees that it shall provide the **Museum** **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** as part of the cost of utilities and salaries expended in preserving and displaying items for the benefit of County residents for the year commencing January 1, 1999 and ending December 31, 1999. Payment is to be made in one (1) sum of \$25,000 00 payable on or before May 1, 1999

**IV.**  
**Cooperation**

**County** Agencies may assist the **Museum**, on an availability basis at the sole discretion of the **County**, in locating and preserving archeological sites within the County

**V.**  
**Independent Contractor**

It is agreed by the parties that at all times and for all purposes hereunder, the **Museum** is an independent contractor and not an employee or agent of the **County**

No statement contained in this Agreement shall be construed so as to find the **Museum** an employee, or agent of the **County**, and the **Museum** shall be entitled to none of the rights, privileges, or benefits of **County** employees except as otherwise may be stated herein nor shall the **Museum** hold itself out as an employee or agent of the **County**

**VI.**  
**Funds**

It is expressly agreed and understood by both parties that the **County** reserves the right to discontinue funding when such funds designated for payment under this contract are depleted

**VII.**  
**Terms and Conditions**

It is expressly agreed and understood by all parties that this contract constitutes the exclusive terms and conditions of this Agreement and cannot be modified except in writing with the agreement of all parties

**VIII.**  
**Hold Harmless**

The **Museum** agrees for itself, its heirs, assigns, and legal representatives to release and hold harmless the Commissioners' Court of Fort Bend County, Texas, and any and all of its officials, staff, employees and servants wheresoever, arising out of or related to any loss, damage, or injury, including, death, that may be sustained by the **Museum** while performing the terms of this Agreement

**IX.**  
**Assignment**

Neither party to this contract shall assign the contract, nor any interest arising herein, without the written consent of the other

**X.**  
**Termination and Notice**

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party

Notice to the **County** shall be delivered to

The Honorable James C Adolphus  
County Judge  
301 Jackson St , 7th Floor  
Richmond, Texas 77469

Notice to the **Museum** shall be delivered to

The Fort Bend County Museum Association  
Attention President  
P O Drawer 460  
Richmond, Texas 77406

If notice is delivered by, it shall be deemed received two (2) days after mailing

**XI.**  
**Entire Agreement**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to

~~10/26/01 10:11:59~~

18. **COUNTY JUDGE:** Discuss and consider request by Fort Bend Museum Association to increase funding.

✓ Moved by Commissioner Prestage, Seconded by Commissioner O'Shuele, duly put and carried (4-1-0), it is ordered to increase funding for ~~Fort Bend Museum~~ Association by \$8,000 for a total of ~~\$25,000 per year~~ Funds from Contingency

Charles Sholer, President, Fort Bend Museum Association request funding increase due to level of public services

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shuele	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

19. **COMMISSIONER PCT. 3:** Discuss and consider approving Resolutions in support of HB423 and SB710 regarding Elgin Bank vs. Travis County decision.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to adopt resolution supporting HB423 and SB710 regarding Elgin Bank vs Travis County decision.

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shuele	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

20. **COMMISSIONER PCT. 4:**

- A. **Discuss and consider accepting plan for six (6) county Mental Health and Mental Retardation Center.**

✓ Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to accept plan for six (6) county Mental Health and Mental Retardation Center

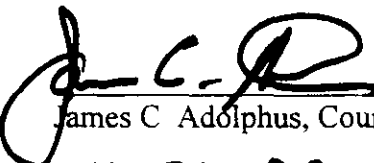
Mark Mitchell, Chairman of Riceland MHA Board agrees to the plan and will forward to TDMHMR upon approval of Riceland Board The RMHA Board will notify the 6 counties if TDMHMR request any change in the plan.

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shuele	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		


the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below

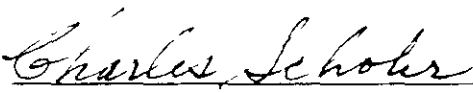
**FORT BEND COUNTY**

By   
James C. Adolphus, County Judge  
Date 4-27-99

ATTEST:

  
Dianne Wilson, County Clerk

**FORT BEND MUSEUM ASSOCIATION**

By   
President  
Date April 14, 1999

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$25,000 00 to pay the obligation of Fort Bend County under and within the foregoing contract

  
Robert Grayless, Auditor

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

DATE SUBMITTED: 4-20-99

SUBMITTED BY: Dana Benoit

AGENDA

COURT AGENDA DATE. 4-27-99

DEPARTMENT: Commissioner Pct 3

ITEM

PHONE NO.: 281-494-9076

#

7

**SUMMARY OF ITEM:**

Consider approving request for annexation of land into North Mission Glen Municipal Utility District.

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

LIST SUPPORTING DOCUMENTS ATTACHED Information packet from Coats, Rose, Yale, Ryman, and Lee. South Mission Glen has been dissolved and land needs to be annexed into North Mission Glen MUD.

**FINANCIAL SUMMARY:**

BUDGETED ITEM	ANNUALIZED DOLLARS.	COMMENTS.
Yes ( ) No ( ) N/A (X)	One Time ( )	
Funding Source	Recurring ( )	
fund _____ agcy _____ Object _____	N/A (X)	

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

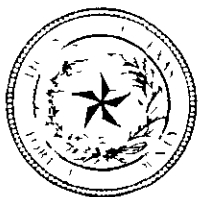
**CC with back up:**

yes (X) Auditor	(281-341-3774)	yes (X)Comm. Pct. 1	(281-342-0587)
yes (X) Budget Office	(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)

**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:**



## COUNTY JUDGE

Fort Bend County, Texas

James C Adolphus  
County Judge

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

May 20, 1999

Linda L Rowlett, Ph D  
Legal Assistant  
Coats, Rose, Yale, Ryman & Lee  
800 First City Tower  
1001 Fannin  
Houston, TX 77002-6707

Re North Mission Glen Municipal Utility District

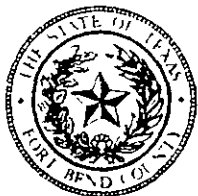
Dear Ms Rowlett

Enclosed are 14 original documents relating to North Mission Glen Municipal Utility District. Per Dana Benoit, Fort Bend County Commissioner Andy Meyers Office, I have had Judge Adolphus sign each document and had them notarized. Also included is a copy of the minutes from that Commissioners Court. After you have had the other municipalities sign and attest please send to my attention one of each original document. I apologize for the confusion on our part. Thank you for your time and attention to this matter. Please call me if I can assist you in any other way.

Regards,

Mandi Bronsell  
Agenda Coordinator  
Fort Bend County Judge  
281-341-8607



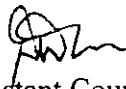


## COUNTY ATTORNEY

Fort Bend County, Texas

BEN W "Bud" CHILDERS  
County Attorney

(281) 341-4555  
Fax (281) 341-4557

TO Commissioner Meyers   
FROM Dennis D Morgan, Assistant County Attorney  
DATE 4/13/99  
SUBJECT North Mission Glen Municipal Utility District - Annexation

I have reviewed the enclosed documents relating to the request for annexation of South Mission Glen Municipal Utility District with North Mission Glen Municipal District. The forms are approved as to legal form.

/lj cover let 3243

COATS, ROSE, YALE, RYMAN & LEE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

800 FIRST CITY TOWER

1001 FANNIN

HOUSTON, TEXAS 77002-6707

TELEPHONE (713) 651-0111

TELECOPIER (713) 651-0220

05-24-99P12.02 RCVD

May 21, 1999

Ms Mandi Bronsell  
Agenda Coordinator  
Fort Bend County Judge  
309 South Fourth Street, Suite 719  
Richmond, Texas 77469

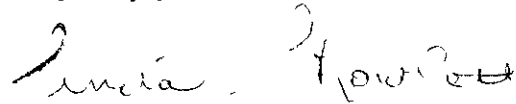
Re North Mission Glen Municipal Utility District

Dear Ms. Bronsell

Thank you so much for your assistance in returning the signed annexation petitions for North Mission Glen Municipal Utility District! For your files, please find enclosed one fully executed and finalized original of each petition

If you have any questions, please feel free to call me at 713-653-7312

Very truly yours,



Linda L. Rowlett, Ph D  
Legal Assistant

Enclosures



**TAX ASSESSOR/COLLECTOR**  
FORT BEND COUNTY, TEXAS

MARSHA P GAINES

March 22, 1999

(281) 341-3710  
Fax (281) 341-9267

Certificate #386

State of Texas

County of Fort Bend

I, the undersigned, hereby certify that I have examined the tax roll of Fort Bend County, Texas, and find that the property described in Exhibit "A" of the petition of land proposed to be annexed to North Mission Glen Municipal Utility District containing 198.924 acres, attached hereto, is assessed on the 1998 tax rolls of Fort Bend County in the name of:

0361-00-000-0960-907                      MISSION GLEN SOUTH LTD  
Abst 0361 I AND GN, ACRES 194.903,  
(IN SOUTH MISSION GLEN M U D)  
Land 713,160   Net 713,160   Value

0361-00-000-0961-907                      NORTH MISSION GLEN MUD  
Abst 0361 I AND GN, ACRES 0.733, SOUTH MISSION  
GLEN WASTEWATER TREATMENT PLANT, EXEMPT  
Land 3,670   Net 0   Value

0361-00-000-0962-907                      NORTH MISSION GLEN MUD  
Abst 0361 I AND GN, ACRES 2.318  
Land 8,480   Net 8,480   Value

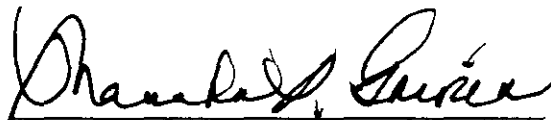
0361-00-000-0808-907                      FT BEND COUNTY  
Abst 0361 I AND GN, ACRES 0.747  
(PT) HODGES BEND DR ROW, EXEMPT  
Land 300   Net 0   Value

Page 2  
March 22, 1999  
Certificate 386

0361-00-000-0809-907                      FT BEND COUNTY  
Abst 0361 I AND GN, ACRES 0.138,  
(PT) BISSONNET ST ROW, EXEMPT  
Land 300   Net 0   Value

0361-00-000-0810-907                      FT BEND COUNTY  
Abst 0361 I AND GN, ACRES 0.085,  
(PT) APRIL FALLS TRAIL ROW, EXEMPT  
Land 300   Net 0   Value

Witness my hand the official seal this 22nd day of March 1999.

A handwritten signature in cursive script, appearing to read "Marsha P. Gaines", written over a horizontal line.

Marsha P. Gaines  
Tax Assessor / Collector

PETITION FOR CONSENT TO ANNEX LAND  
TO A MUNICIPAL UTILITY DISTRICT

STATE OF TEXAS  
COUNTY OF FORT BEND

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF  
HOUSTON, TEXAS

The undersigned, North Mission Glen Municipal Utility District of Fort Bend County, Texas (the "District"), and Mission Glen South Ltd, North Mission Glen Municipal Utility District, and Fort Bend County (collectively referred to herein as the "Parties"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petition the City Council of the City of Houston, Texas, for its written consent to the annexation by the District of the tract of land described by metes and bounds in Exhibit A attached hereto. In support of this petition, the undersigned would show the following

I

The District was originally created as a municipal utility district by the Texas Water Commission (now the Texas Natural Resource Conservation Commission) on 10 December 1980 and is governed by the provisions of Chapters 49 and 54, Texas Water Code

II

The Parties hold title to the land sought to be annexed to the District, as indicated by the tax rolls of Fort Bend County, Texas. The Parties hold fee simple title to the tracts of land described in Exhibit A attached hereto. The Parties are the only owners on the tract of land

III

The land sought to be annexed to the District is comprised of one tract totalling approximately 198,924 acres of land, more or less, situated wholly within Fort Bend County, Texas. No part of said tract is within the limits of any incorporated city, town, or village, and no part of said tract is within the extraterritorial jurisdiction (as such term is defined in Texas Local Government Code) of any city, town, or village except the City of Houston, Texas. All of the territory proposed to be annexed may properly be annexed to the District

IV

The land sought to be annexed to the District is described by metes and bounds in Exhibit A which is attached hereto and incorporated herein for all purposes.

## V

The general nature of the work to be done in the area sought to be annexed to the District is the construction, acquisition, maintenance, and operation of a waterworks and sanitary sewer system for residential and commercial purposes and the construction, acquisition, maintenance, and operation of a drainage system to gather, conduct, divert, and control local storm water or other local harmful excesses of water

## VI

There is, for the following reasons, a necessity for the above-described work. The area proposed to be annexed to the District will be developed as residential property, is urban in nature, is within the growing environs of Houston, is in close proximity to populous and developed sections of Fort Bend County, and within the immediate future will experience a substantial and sustained growth. There is not now available within the area sought to be annexed to the District an adequate waterworks and sanitary sewer system nor an adequate drainage system, and it is not presently economically feasible for the area sought to be annexed to provide for such systems without the assistance of the District. Since the health and welfare of the present and future inhabitants of the area and of territories adjacent thereto require the construction, acquisition, maintenance, and operation of an adequate waterworks and sanitary sewer system and a drainage system, a public necessity exists for the annexation of the aforementioned lands to the District, to provide for the purchase, construction, extension, improvement, maintenance, and operation of such waterworks and sanitary sewer system and such drainage system, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community

## VII

The undersigned request consent to the annexation of the aforesaid land to the District under the conditions set forth in Exhibit B, which is attached hereto and incorporated herein for all purposes, until such time as said conditions may be changed by City Ordinance or resolution, *either specific or general*

## VIII

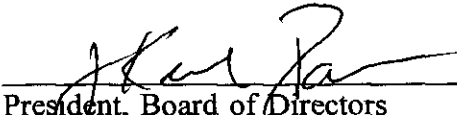
The District agrees and hereby covenants that if the requested consent to the annexation of the aforesaid land to the District is given, the District will adopt and abide by the conditions set forth in Exhibit B to this petition

## IX

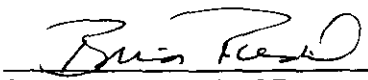
The undersigned estimate, from such information as they have at this time, that the cost to extend the District's facilities to serve the area sought to be annexed will be \$12,600,000 (reimbursable construction and engineering costs)

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City of Houston give its written consent to the annexation of the aforesaid land to the District

RESPECTFULLY SUBMITTED this 11th day of May, 1999.

  
\_\_\_\_\_  
President, Board of Directors  
North Mission Glen Municipal Utility  
District of Fort Bend County, Texas

ATTEST

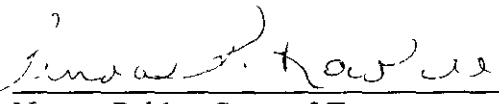
  
\_\_\_\_\_  
Secretary, Board of Directors  
North Mission Glen Municipal Utility  
District of Fort Bend County, Texas

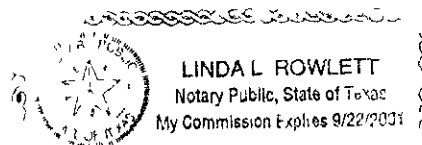
(SEAL)

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned, on this day personally appeared J Keith Parker as President of the Board of Directors of North Mission Glen Municipal Utility District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said District

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of May, 1999

  
\_\_\_\_\_  
Notary Public, State of Texas

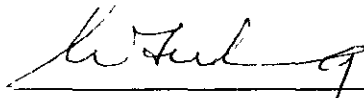


\_\_\_\_\_  
Name, Expiration Date, and Seal

MISSION GLEN SOUTH, LTD a Texas  
limited partnership

By Greatmark International, Inc., a Texas  
corporation, its sole general partner

By

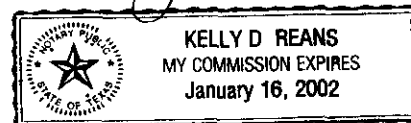
  
Name Clinton F Wong  
Title President

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned, on this day personally appeared Clinton F Wong as the President of Greatmark International, Inc , sole general partner of Mission Glen South, Ltd , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Mission Glen South, Ltd

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5<sup>TH</sup> day of MAY, 1999

  
Notary Public, State of Texas




Name, Expiration Date, and Seal



**NORTH MISSION GLEN MUNICIPAL  
UTILITY DISTRICT**, a political subdivision  
of the State of Texas

By

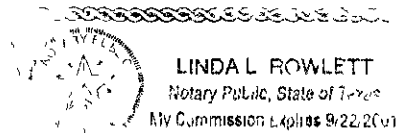
  
Name: J. Keith Parker  
Title: President, Board of Directors

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned, on this day personally appeared J. Keith Parker as President of the Board of Directors of North Mission Glen Municipal Utility District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said District

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of May, 1999

Linda T. Howlett  
Notary Public, State of Texas



Name, Expiration Date, and Seal

FORT BEND COUNTY

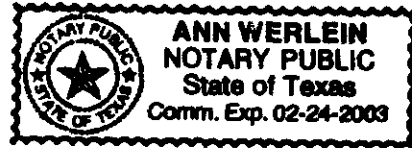
By J.C.R.  
Name James C. Adolphus  
Title County Judge

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned, on this day personally appeared James C. Adolphus as County Judge of Fort Bend County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said County

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of May, 1999.

Ann Werlein  
Notary Public, State of Texas



Name, Expiration Date, and Seal

**METES AND BOUNDS DESCRIPTION  
ADDITION TO  
NORTH MISSION GLEN MUNICIPAL UTILITY DISTRICT  
198.924 ACRES  
FORT BEND COUNTY, TEXAS**

Being 198.924 acres of land situated in the I. & G N.R.R. Company Survey No. 4, Abstract 361, Fort Bend County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2-inch iron pipe found marking the most easterly corner common to the D.A. Connor Survey, Abstract 158 and said I. & G.N.R.R. Company Survey No. 4;

**THENCE** along the common line of said D.A. Connor Survey and said I. & G.N.R.R. Company Survey No. 4, S 89-10-01 W, 3387.86 feet to a point for corner;

**THENCE** departing said common line of the D.A. Connor Survey and the I. & G.N.R.R. Company Survey No. 4, N 00-27-21 W, 2455.25 feet to a point for corner on the arc of a non-tangent curve in the southerly line of Keegans Bayou (155-feet wide);

**THENCE** along said southerly line of Keegans Bayou, THE FOLLOWING:

599.35 feet along the arc of a non-tangent curve to the left, having a central angle of 56-59-46, a radius of 602.50 feet and a chord which bears N 57-46-52 E, 574.94 feet to a point of reverse curvature for corner;

644.25 feet along the arc of a curve to the right, having a central angle of 82-29-12, a radius of 447.50 feet and a chord which bears N 70-31-35 E, 590.04 feet to a point of tangency for corner;

S 68-13-49 E, 825.00 feet to a point for corner;

S 69-26-55 E, 242.97 feet to a point for corner;

S 68-31-18 E, 998.51 feet to a point of curvature for corner;

434.31 feet along the arc of a curve to the left, having a central angle of 30-40-44, a radius of 811.12 feet and a chord which bears S 83-51-40 E, 429.14 feet to a point for corner on said arc;

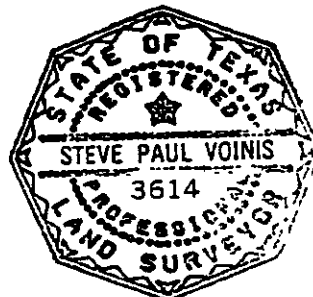
**THENCE** S 00-24-11 E, 2106.44 feet to the POINT OF BEGINNING and containing 198.924 acres of land.

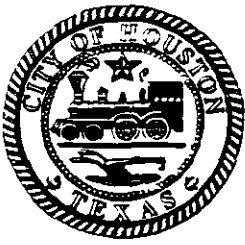
Compiled by:  
**TURNER COLLIE & BRADEN INC.**  
Engineers • Planners • Project Managers  
TEXAS Austin/Dallas/Fort Worth/Houston/Rio Grande Valley  
COLORADO Denver  
June 9, 1998 Job No. 21-04000-098

This instrument was prepared from record information only and was prepared without the benefit of a field survey. The distances and bearings shown on this instrument close to within a minimum of 1:10,000.



Steve Paul Voinis, P.E., R.P.L.S.  
R P L S. No 3614





## EXHIBIT "B"

(a) The District will issue bonds only for the purpose of purchasing and constructing, or purchasing or constructing under contract with the City of Houston, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, and drainage facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the *Daily Bond Buyer* in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Houston, Texas, annexes the District, takes over the assets of the District and assumes all of the obligations of the District. No land located within the extraterritorial jurisdiction of the City of Houston will be added or annexed to the District until the City of Houston has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of the Department of Public Works and Engineering of the City of Houston, or to their designated representatives, all plans and specifications for the construction of water, sanitary sewer, and drainage facilities to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of Houston. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will comply with the City of Houston's standard plans and specifications as amended from time to time. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and Engineering, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage

facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Houston; and during the progress of the construction and installation of such facilities, the Director of Public Works and Engineering of the City of Houston, or an employee thereof, may make periodic on-the-ground inspections.

(c) The District will agree to employ a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Department of Health as required by Article 4477-1, §20(a), Tex. Rev. Civ. Stat. Ann. (Vernon Supp. 1994). The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (now, the Texas Natural Resources Conservation Commission) and further to send copies of all such effluent data to the Department of Public Works and Engineering, City of Houston, as well as to the TNRCC. The District will agree that representatives of the City of Houston may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(d) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(e) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission of the City of Houston of a plat which will be duly recorded in the Map and Plat Records of Harris County, Texas, and otherwise comply with the rules and regulations of the Department of Planning and Development and the Department of Public Works and Engineering of the City of Houston.

PETITION FOR ADDITION OF CERTAIN LANDS TO  
NORTH MISSION GLEN MUNICIPAL UTILITY DISTRICT

TO THE BOARD OF DIRECTORS OF NORTH MISSION GLEN MUNICIPAL  
UTILITY DISTRICT OF FORT BEND COUNTY, TEXAS

We, the undersigned (herein the "Petitioners") owners of the land described by metes and bounds in Exhibit A (attached hereto and incorporated herein for all purposes) and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, particularly Section 49 301 of that Code, together with all amendments and additions thereto, respectfully petition this Honorable Board that the land described by metes and bounds in Exhibit A be added to become a part of the established North Mission Glen Municipal Utility District of Fort Bend County, Texas (the "District"), and in support of this petition would show as follows

I

The undersigned are the owners of title to land within the territory described in Exhibit A and are the only owners of such land, as shown by the tax rolls of Fort Bend County, Texas

II

The addition of said land to North Mission Glen Municipal Utility District of Fort Bend County, Texas, is feasible and practical and would be of benefit both to the area to be added and to the District

III

This Petition shall constitute an election on the part of Petitioners, their successors, and assigns, for the aforesaid land and any improvements which are now or may hereafter be constructed thereon to become liable for all present and future debts of the District in the same manner and to the same extent as other lands and improvements in the District are liable for the District's debts

IV

Without limiting the generality of Paragraph III above, Petitioners are aware that the District has heretofore issued a total of \$8,100,000 of its Unlimited Tax Bonds and \$5,750,000 of its Unlimited Tax Refunding Bonds. Petitioners hereby agree that the land and all improvements thereon, presently existing or to be constructed, shall assume its share of all bonds or other obligations of the District and must be taxed equally with all other property within the

District. Petitioners acknowledge, consent to, and affirmatively request the assumption by the area to be annexed of a pro rata share of all obligations of the District and of the taxes to be levied or hereafter to be levied by the District

## V

Petitioners, their successors, and assigns, hereby agree that the land and any improvements existing or to be constructed thereon shall be liable for its pro rata share of all voted but unissued bonds of the District which were authorized at various elections held within the District and which may hereafter be issued and sold by the District. This Petition constitutes authorization by Petitioners, their successors, and assigns, for the Board of Directors of the District to issue and sell all of the remaining unissued bonds for the purposes and upon the terms and conditions such bonds were voted, in one or more issues or series, at a future date or dates, when in the Board's judgment such amounts are required for the authorized purposes.

## VI

This Petition shall further be considered the consent and authorization of Petitioners, their successors, and assigns, for all the taxable land described in Exhibit A and all improvements now existing or to be constructed thereon to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for (1) the payment of principal and interest on the District's outstanding bonds, (2) the payment of principal and interest on the District's voted but unissued bonds; and (3) all other purposes for which the District may lawfully levy taxes, including taxes levied for maintenance purposes

## VII

For and in consideration of the addition of the land to the District, Petitioners agree that the covenants contained herein shall become fixed with the land, shall run with the land, and shall be binding on Petitioners, their successors, and assigns

WHEREFORE, Petitioners pray that this petition be properly filed, as provided by law, that it be set down for a hearing at a date to be fixed in keeping with the provisions of said Chapters 49 and 54, Texas Water Code, that notice of such hearing be given and this petition in all things be granted and that the land described in Exhibit A be added to and become a part of the established North Mission Glen Municipal Utility District of Fort Bend County, Texas, that the order of the Board granting this petition be filed of record in the Deed Records of Fort Bend County, Texas, and that the area described in Exhibit A thereafter be part of North Mission Glen Municipal Utility District of Fort Bend County, Texas

EXECUTED this 5<sup>TH</sup> day of May, 1999

MISSION GLEN SOUTH, LTD a Texas  
limited partnership

By Greatmark International, Inc., a Texas  
corporation, its sole general partner

By *Clinton F. Wong*  
Name Clinton F Wong  
Title. President

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned, on this day personally appeared Clinton F. Wong as the President of Greatmark International, Inc., sole general partner of Mission Glen South, Ltd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Mission Glen South, Ltd

May GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5<sup>TH</sup> day of  
May, 1999




*Kelly D. Reans*  
Notary Public, State of Texas

*Kelly D Reans*  
Name, Expiration Date, and Seal



**NORTH MISSION GLEN MUNICIPAL  
UTILITY DISTRICT**, a political subdivision  
of the State of Texas

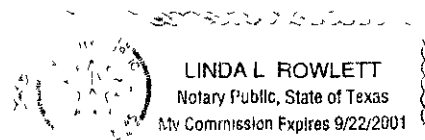
By   
Name J Keith Parker  
Title. President, Board of Directors

STATE OF TEXAS  
COUNTY OF FORT BEND

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11<sup>th</sup> day of May, 1999

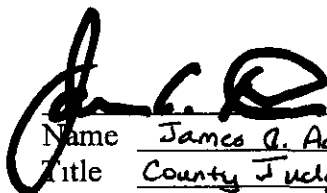
Anna P. Kowale  
Notary Public, State of Texas



Name, Expiration Date, and Seal

FORT BEND COUNTY

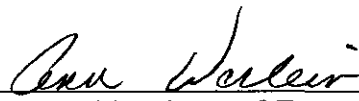
By

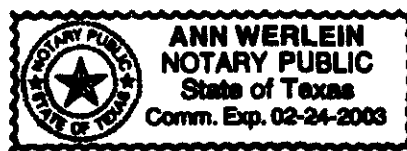
  
Name James G. Adolphus  
Title County Judge

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned, on this day personally appeared James C Adolphus  
as County Judge of Fort Bend County, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that he executed the same for  
the purposes and consideration therein expressed, in the capacity stated, and as the act and deed  
of said County

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of May,  
1999

  
Notary Public, State of Texas



Name, Expiration Date, and Seal

**METES AND BOUNDS DESCRIPTION  
ADDITION TO  
NORTH MISSION GLEN MUNICIPAL UTILITY DISTRICT  
198.924 ACRES  
FORT BEND COUNTY, TEXAS**

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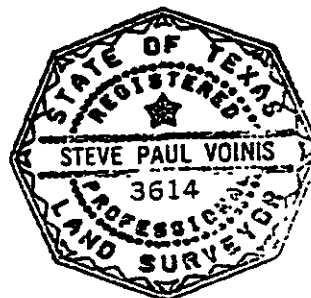
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Compiled by:  
**TURNER COLLIE & BRADEN INC.**  
Engineers • Planners • Project Managers  
TEXAS Austin/Dallas/Fort Worth/Houston/Rio Grande Valley  
COLORADO Denver  
June 9, 1998 Job No. 21-04000-098

This instrument was prepared from record information only and was prepared without the benefit of a field survey. The distances and bearings shown on this instrument close to within a minimum of 1:10,000.



Steve Paul Voinis, P.E., R.P.L.S.  
R.P.L.S. No. 3614



#10



## CONSTABLE DEPARTMENT - PRECINCT TWO

Fort Bend County, Texas

RUBEN DAVIS  
Constable

(281) 403-8010  
Fax (281) 403-8025

April 15, 1999

The Honorable James C Adolphus  
Fort Bend County Judge  
P O Box 368  
Richmond, TX 77489

Dear Judge Adolphus

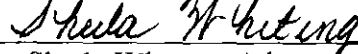
Please place the following applications on the Commissioner's Court Agenda for **April 27, 1999** for a Reserve Deputy position with the Constable Department, Pct 2

**YOLAND FRANK**  
**DEXTON BRITTON**

Thank you for your consideration!

Respectfully submitted,

  
Ruben Davis  
Constable

By   
Sheila Whiting, Administrative Assistant

Atts

CC Commissioner R L "Bud" Shieles, Pct 1  
Commissioner Grady Prestage, Pct 2  
Commissioner Andy Myers, Pct 3  
Commissioner James Patterson, Pct 4  
County Clerk's Office

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

DATE SUBMITTED: 4-15-99

SUBMITTED BY: SHEILA WHITING

AGENDA

COURT AGENDA DATE: 4-27-99

DEPARTMENT: 024

ITEM

PHONE NO: 281-403-8010

#

SUMMARY OF ITEM: RESERVE DEPUTY POSITIONS FOR.

Yolanda Frank + Dexter Britton

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

LIST SUPPORTING DOCUMENTS ATTACHED. APPLICATIONS AND BONDS

**FINANCIAL SUMMARY:**

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS.
Yes ( ) No ( <input checked="" type="checkbox"/> ) N/A ( )	One Time ( )	
Funding Source.	Recurring ( )	
fund _____ agcy _____ Object _____	N/A ( )	

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

**CC with back up:**

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

TEXAS COMMISSION ON LAW ENFORCEMENT  
OFFICER STANDARDS AND EDUCATION  
6330 US HIGHWAY 290, SUITE 200  
AUSTIN, TX 78723  
(512) 450-0188

12/16/98

D. C. BRETTON  
10910 GULF Fwy #14  
HOUSTON TX 77034

066 68 8984

TO: D. C. BRETTON

ON 12/16/98 YOU TOOK THE PEACE OFFICER . . . . EXAMINATION.  
YOU PASSED THE EXAMINATION WITH A SCORE OF 149 ( 74.5% ).

LAURA COLLETT  
TULOUSE REPRESENTATIVE

*Merchants*BONDING CO.  
— Mutual —

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Fort Bend } ss

KNOW ALL PERSONS BY THESE PRESENTS

That we, Dexton Britton, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto<sup>1</sup> Constable Precinct 2, his successors in office, in the sum of<sup>2</sup> two thousand and no/100 (\$ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents

(Not valid if filled in for more than \$25,000 00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 12th day of April, 19 99, duly appointed to the office of Reserve Deputy Constable (Elected - Appointed) in and for<sup>3</sup> Fort Bend County in the State of Texas, for a term of one year(s) commencing on the 12th day of April, 19 99

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall<sup>4</sup>

then this obligation to be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal

Dated this 12th day of April, 19 99

COUNTERSIGNED

By

Stan W. Migura  
Texas Resident Agent

By

AUDREY WILLIAMS, Assistant Vice President

## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

ss

County of Fort BendBefore me, Stan W. Migura

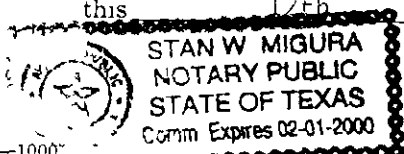
on this day personally appeared

Dexton Britton

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office, at Stafford, TXthis 12th day ofApril, 19 99

SEAL

Fort Bend

County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office So help me God

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

SEAL

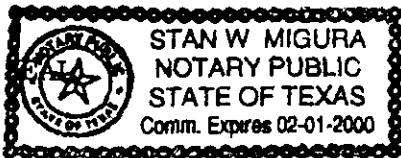
\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, Dexton Britton, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Reserve Deputy Constable, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected So help me God

Signed \_\_\_\_\_

Sworn to and subscribed before me at Stafford, Texas, this 12th day of April, 19 99



THE STATE OF TEXAS

County of FORT BEND } ss

The foregoing bond of DEXTON BRITTON as RESERVE DEPUTY CONSTABLE in and for FORT BEND County and State of Texas, this day approved in open Commissioner's Court

ATTEST

DIANNE WILSON, COUNTY CLERK

Clerk

County Court

County

Date APRIL 27, 19 99

JAMES ADOLPHUS

County Judge,

County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_

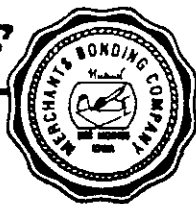
WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_, Texas, the day and year last above written

\_\_\_\_\_ Clerk

By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County



# Merchants



## BONDING CO.

— Mutual —

TX 534423

### OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Fort Bend

SS

KNOW ALL PERSONS BY THESE PRESENTS

That we, Yolanda B. Frank, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto<sup>1</sup> Constable Precinct 2, his successors in office, in the sum of<sup>2</sup> two thousand and no/100 (\$ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents

(Not valid if filled in for more than \$25,000 00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 12th day of April, 19 99, duly appointed to the office of Reserve Deputy Constable (Elected - Appointed) in and for<sup>3</sup> Fort Bend County in the State of Texas, for a term of one year(s) commencing on the 12th day of April, 19 99

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall<sup>4</sup>

then this obligation to be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal

Dated this 12th day of April, 19 99

COUNTERSIGNED

By

Stan W. Meyers  
Texas Resident Agent

MERCHANTS BONDING CO. (Mutual)

By

Audrey Williams  
AUDREY WILLIAMS, Assistant Vice President

### ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

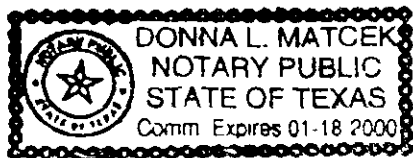
SS

County of Fort BendBefore me, Donna L. Matcek on this day personally appeared

Yolanda B. Frank known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office, at Stafford, TX  
this 12th day of April, 19 99

SEAL



Fort Bend County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office So help me God

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

SEAL

\_\_\_\_\_ County, Texas

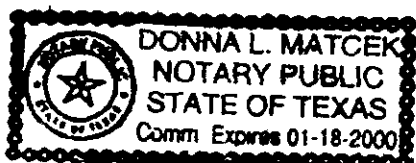
OATH OF OFFICE  
(General)

I, Yolanda B. Frank, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Reserve Deputy Constable, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected So help me God

Signed Yolanda B. Frank

Sworn to and subscribed before me at Stafford, Texas, this 12th day of April, 19 99

SEAL



Don L. Matcek  
Fort Bend County, Texas

THE STATE OF TEXAS

County of FORT BEND } ss

The foregoing bond of YOLANDA B. FRANK as RESERVE DEPUTY CONSTABLE in and for FORT BEND County and State of Texas, this day approved in open Commissioner's Court

ATTEST

Dianne Wilson  
DIANNE WILSON, COUNTY CLERK

Clerk

County Court

County

Date APRIL 27, 19 99

James Adolphus  
JAMES ADOLPHUS

County Judge,

County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_

WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_, Texas, the day and year last above written

\_\_\_\_\_ Clerk

By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

# OFFICIAL BOND REQUIREMENTS

OFFICIAL	2 AMOUNT	1 TO WHOM PAYABLE	APPROVED BY	Sec of Statutes	4 CONDITIONS
District Attorney	\$5,000	Governor	District Judge	Gov't Code 43 002	"in the manner prescribed by law faithfully pay over all money that he collects or that comes into his hands for the state or a county"
County Attorney	\$2 500	Governor	Commissioners Court	Gov't Code 45 001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state"
County Judge	\$1 000-10,000	County Treasurer	Commissioners Court	Gov't Code 26 001	"pay all money that comes into his hands as county judge to the person or officer entitled to it, pay to the county all money illegally paid to him out of county funds, and not vote or consent to pay out county funds for other than lawful purposes"
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given—\$5,000 minimum \$500 000 maximum	County	Commissioners Court	Local Gov't Code 82 001	"faithfully perform the duties of office"
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given—\$5 000 minimum \$500 000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82 002	"faithfully perform the duties of office"
County Auditor	\$5 000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84 007	"faithfully perform the duties of county auditor"
County Treasurer	Established by the Commissioners Court	County Judge	Commissioners Court	Local Gov't Code 83 002	"faithfully execute the duties of office remit according to law all funds received as county treasurer and render an account of all funds received to the commissioners court at each regular term of the court"
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given—\$5 000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51 302	"faithfully perform the duties of the office"
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given—\$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51 309	"faithfully perform the duties of the office"
County School Superintendent	\$1 000	County governing board unless a county wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ Code 17 49	"faithfully perform his duties"
County Surveyor	Fixed by the Commissioners Court—\$500 minimum, \$10 000 maximum	Not Specified		Nat. Res. Code 23 013	"faithfully perform the duties of the office"
Deputy County Surveyor	Fixed by the Commissioners Court	Not Specified		Nat. Res. Code 23 014	"faithfully perform the duties of the office"
Hide and Animal Inspector	Set by the Commissioners Court \$1 000 minimum \$10 000 maximum	County Judge	Commissioners Court	Agric Code 146 055	"well and truly perform the duties of the office"
Sheriff	Set by the Commissioners Court \$5 000 minimum \$30 000 maximum	Governor	Commissioners Court	Local Gov't Code 85 001	"faithfully perform the duties of office established by law account for and pay to the person authorized by law to receive them the fines forfeitures and penalties he collects for the use of the state or a county execute and return when due the process and precepts lawfully directed to him and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept and pay to the county any funds illegally paid, voluntarily or otherwise, to him from county funds"
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given—\$2 500 minimum \$100 000 maximum	Governor	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6 28	"faithfully perform his duties as assessor-collector"
County Assessor Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year \$100 000 maximum	Commissioners Court	Commissioners Court	Tax Code 6 28	"faithfully perform his duties as assessor-collector"
County Commissioner	\$3 000	County Treasurer	County Judge	Local Gov't Code 81 002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose"
Justice of the Peace	\$5 000 maximum	County Judge	Not Specified	Gov't Code 27 001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office"
Constable	Set by the Commissioners Court \$500 minimum \$1 500 maximum	Governor	Commissioners Court	Local Gov't Code 86 002	"faithfully perform the duties imposed by law"
County Public Weigher and Deputies	\$2 500	County Judge	Department of Agriculture	Agric Code 13 256	"accurately weigh or measure commodities reflected on certificates issued by him protect the commodities that he is registered to weigh or measure and comply with all laws and rules governing public weighers"
State Public Weigher	\$10 000	State of Texas	Department of Agriculture	Agric Code 13 256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure and comply with all laws and rules governing public weighers"

3 If precinct insert the number  
4 Conditions



OFFICIAL  
BOND AND OATH

\_\_\_\_\_  
Yolanda B. Frank  
Principal  
\_\_\_\_\_  
As Reserve Deputy Constable  
Official Title  
\_\_\_\_\_  
of Fort Bend County  
\_\_\_\_\_  
\_\_\_\_\_  
Filed the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 19\_\_\_\_  
it \_\_\_\_\_ o'clock \_\_\_\_\_ M  
\_\_\_\_\_  
Clerk  
County Court \_\_\_\_\_ County, Texas

**COMPLAINT NOTICE.** Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the Texas Dept. of Insurance, P O Box 149091, Austin, Texas 78714-9091, Fax# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

GEORGE W BUSH  
GOVERNOR

BOB BULLOCK  
LT GOVERNOR



**Texas Commission**  
**on**  
**Law Enforcement Officer**  
**Standards and Education**  
*Hereby Awards The Certification*  
*of*

**BASIC PEACE OFFICER**

To

**YOLANDA FRANK**

*as provided for in the laws of the State of Texas and the rules of the Commission*

CARL R. GRIFFITH, JR.  
CHAIRMAN

June 08, 1996

D C JIM DOZIER  
EXECUTIVE DIRECTOR

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27 day of April, 19 99, before the

Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Patterson Petroleum, Inc

Job Location Robinowitz Road

Dated 4-20-99 Bond No S-700-4338, Permit No 82092

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 O'Shields, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof

## Notes:

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

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

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

By [Signature]  
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 [Signature]  
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 00302

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

- /   (1) Complete Application Form
- /   a Name of road, street, and/or drainage ditch affected
- /   b Vicinity map showing course of direction
- /   c Plans and specifications
- /   (2) Bond
- District Attorney, approval when applicable
- Perpetual bond currently posted
- No
- Amount
- /   Performance bond submitted
- No S-700-4338
- Amount 2,000.
- 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  
Johnny Ortega CFM/ Permit Administrator

4/20/99  
Date

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

APPLICANT'S JOB NO. \_\_\_\_\_  
PERMIT No 82092 PCT. No 1  
BOND No 5-700-4338

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored:	Jacked:	Driven:	Cased

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
East side of Robinowitz Road	.6 mi. south of Hwy. 36 on Robinowitz Road	Turn row along North line of Wehring field	60'

General Description

Temporary location entrance with 24" x 60' long corrugated steel culvert placed  
in drainage ditch along road and covered by stripping clay.

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: PATTERSON PETROLEUM, INC.  
AGENT and/or OWNER

Cloyce A. Talbott  
(Signature)

NAME & TITLE: Cloyce A. Talbott, Chairman & CEO  
(Please Print)

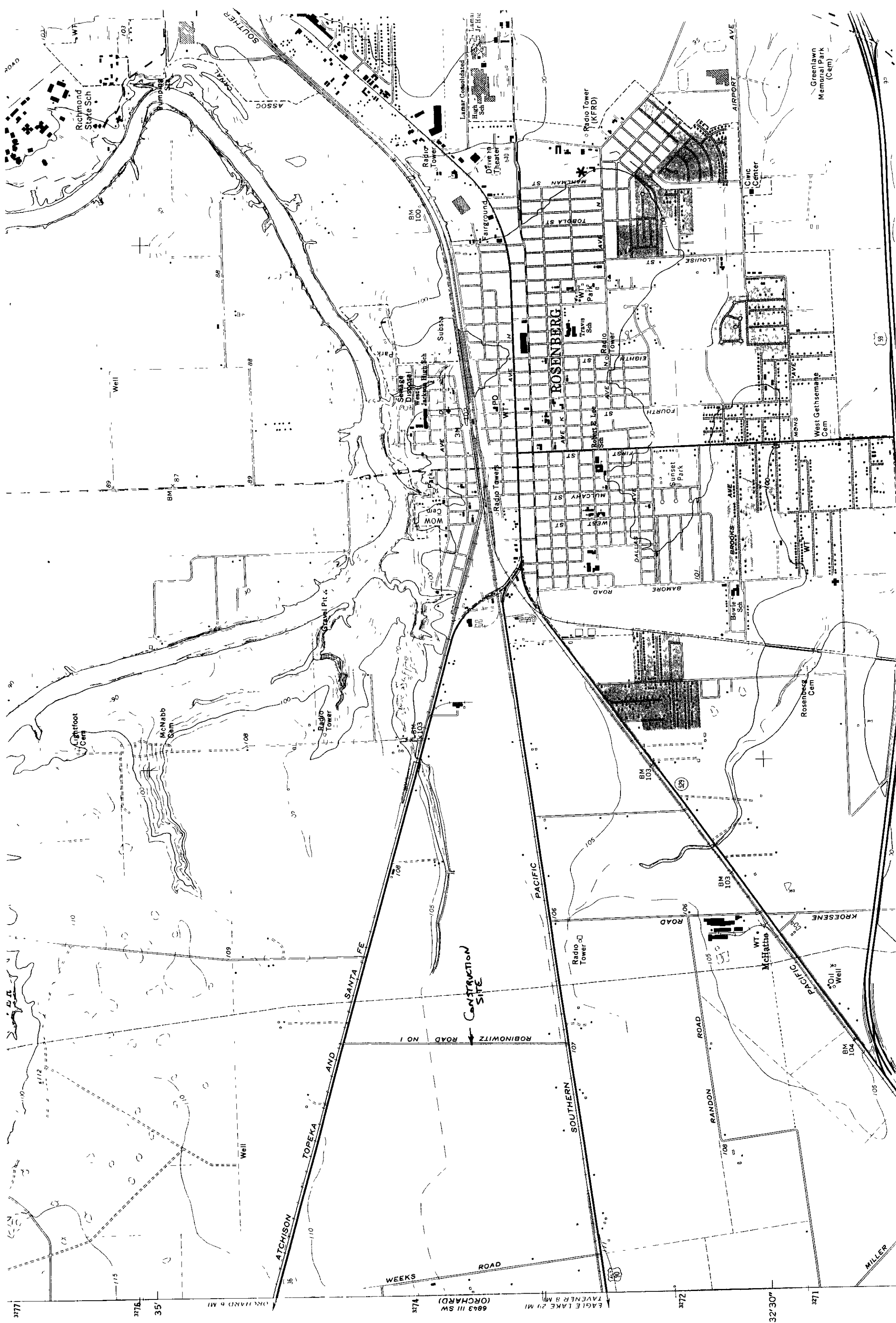
DATE: 8-13-87

ADDRESS: P.O. Drawer 1416  
(Street/P.O. Box)

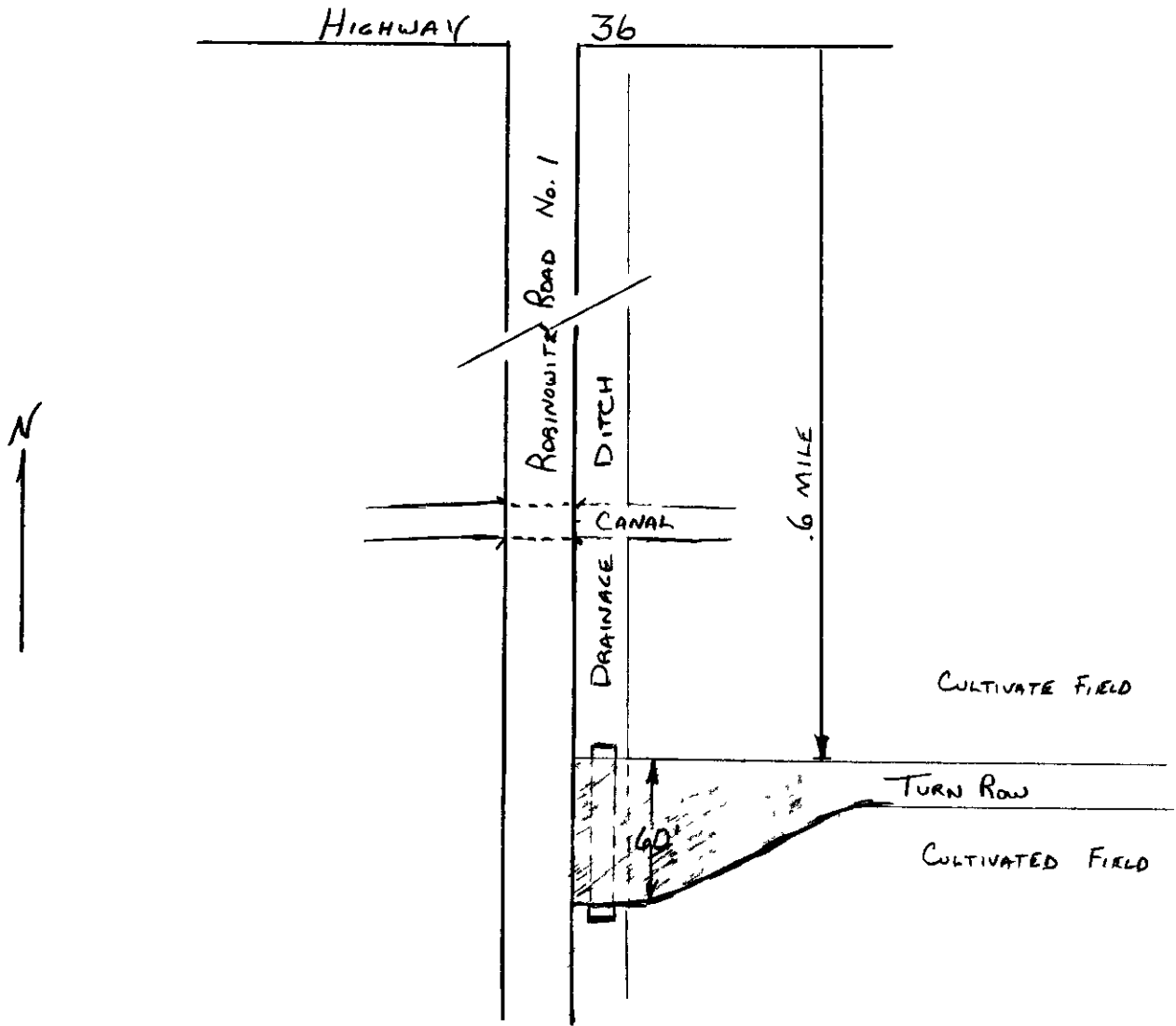
Snyder TX 79550  
City State Zip

TELEPHONE NO: 915-573-1938  
(accessible 24 hrs/day, 7 days/week)

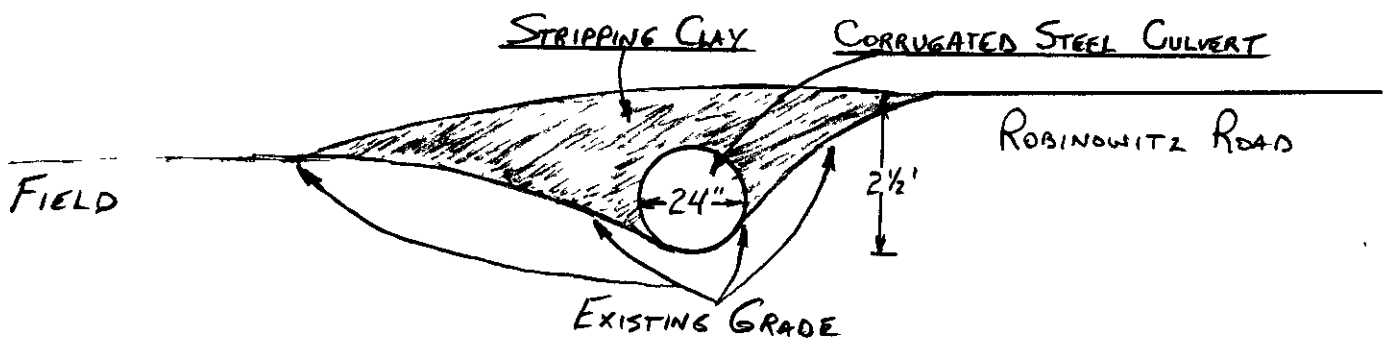




# TOP VIEW



## SIDE ELEVATION



NO SCALE

## AUTHORIZED

BOND NO S-700-4338

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

P. O. DRAWER 1416

THAT WE, PATTERSON PETROLEUM, whose address is SNYDER, Texas, hereinafter called the Principal, and <sup>INC</sup>WASHINGTON INTERNATIONAL INSURANCE COMPANY, a Corporation existing under and by virtue of the laws of the State of ARIZONA, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at ITASCA, ILLINOIS, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is HOWARD COWAN and whose address is <sup>P. O. BOX 53910</sup>LUBBOCK, TEXAS, 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 <sup>TWO THOUSAND</sup>AND NO/100 Dollars (\$ 2,000.00 ) 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.

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 5TH day of APRIL, 19 99.

PATTERSON PETROLEUM, INC.

PRINCIPAL

*Clayton D. Jallott*

BY

WASHINGTON INTERNATIONAL INSURANCE  
SURETY COMPANY

*Kevin Dunn*

BY KEVIN DUNN, ATTORNEY-IN-FACT

ccm: 4-27-99 Item # 11A

2:\MPDATA\PROCED\PERMIT\PERFOND 001

return to: Alicia

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

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 or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:**

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

---

**WASHINGTON INTERNATIONAL INSURANCE COMPANY  
POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS That the Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona, and having its principal office in the Village of Itasca, Illinois does hereby constitute and appoint

**HOWARD COWAN, KEVIN DUNN AND MARLA HILL EACH IN THEIR SEPARATE CAPACITY**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required, or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said Washington International Insurance Company as fully and amply, to all intents and purposes, as if the same has been duly executed and acknowledged by its President and its principal office

**This Power of Attorney shall be limited in amount to \$5,500,000.00 for any single obligation**

This Power of Attorney is issued pursuant to authority granted by the resolutions of the Board of Directors adopted March 22, 1978, July 3, 1980 and October 21, 1986 which read, in part, as follows

- 1 The Chairman of the Board, President, Vice President, Assistant Secretary, Treasurer and Secretary may designate Attorneys-in-Fact, and authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds, and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and to appoint Special Attorneys-in-Fact, who are hereby authorized to certify copies of any power-of-attorney issued in pursuant to this section and/or any of the By-Laws of the Company, and to remove, at any time, any such Attorney-in-Fact or Special Attorney-in-Fact and revoke the authority given him
- 2 The signatures of the Chairman of the Board, the President, Vice President, Assistant Secretary, Treasurer and Secretary, and the corporate seal of the Company, may be affixed to any Power of Attorney, certificate, bond or undertaking relating thereto, by facsimile Any such Power of Attorney, certificate bond or undertaking bearing such facsimile signature or facsimile seal affixed in the ordinary course of business shall be valid and binding upon the Company

IN TESTIMONY WHEREOF the Washington International Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 19th day of May, 1997



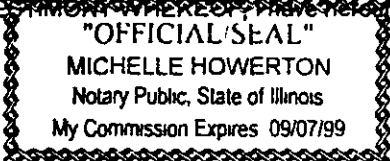
WASHINGTON INTERNATIONAL INSURANCE COMPANY

Steven P. Anderson, Vice-President

STATE OF ILLINOIS  
COUNTY OF COOK

On this 19th day of May, 1997, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the Washington International Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company;

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year first above written



Michelle Howerton, Notary Public  
My Commission Expires September 7, 1999

CERTIFICATE

STATE OF ILLINOIS)  
COUNTY OF COOK)

I, the undersigned, Vice-President of WASHINGTON INTERNATIONAL INSURANCE COMPANY, an ARIZONA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article III, Section 5 of the By-Laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force

Signed and sealed in the County of Cook Dated the 5TH day of APRIL, 19 99

James A. Carpenter, Vice-President



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27 day of April, 19 99, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone

Job Location Payne Lane

Dated 4-16-99 Bond No. 5893554, Permit No. 82091

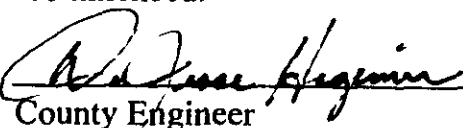
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction 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 O'Shields, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof

Notes:

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

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

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

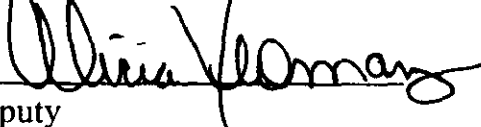
By   
County Engineer

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

Presented to Commissioners Court  
and approved.

Recorded in Volume \_\_\_\_\_  
Minutes of Commissioners Court.

Clerk of Commissioners Court

By   
Deputy



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. 4654404  
PERMIT NO. 82091 PCT. NO. 1  
BOND NO. 5893554

Formal notice is hereby given that Southwestern Bell Telephone  
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 Buried Tucked Driven Cased
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Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Payne Ln	1673' north of FM 762 and Payne Ln.	end of Payne Ln.	2054'

General Description

Place 2054 feet of buried cable starting at P 334 going north on west side of  
Payne Ln.

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

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME SOUTHWESTERN BELL TELEPHONE  
AGENT and/or OWNER

J. D. Edwards 4-13-99  
(Signature)

NAME & TITLE J. D. Edwards, Mgr.-Eng. Design  
(Please Print)

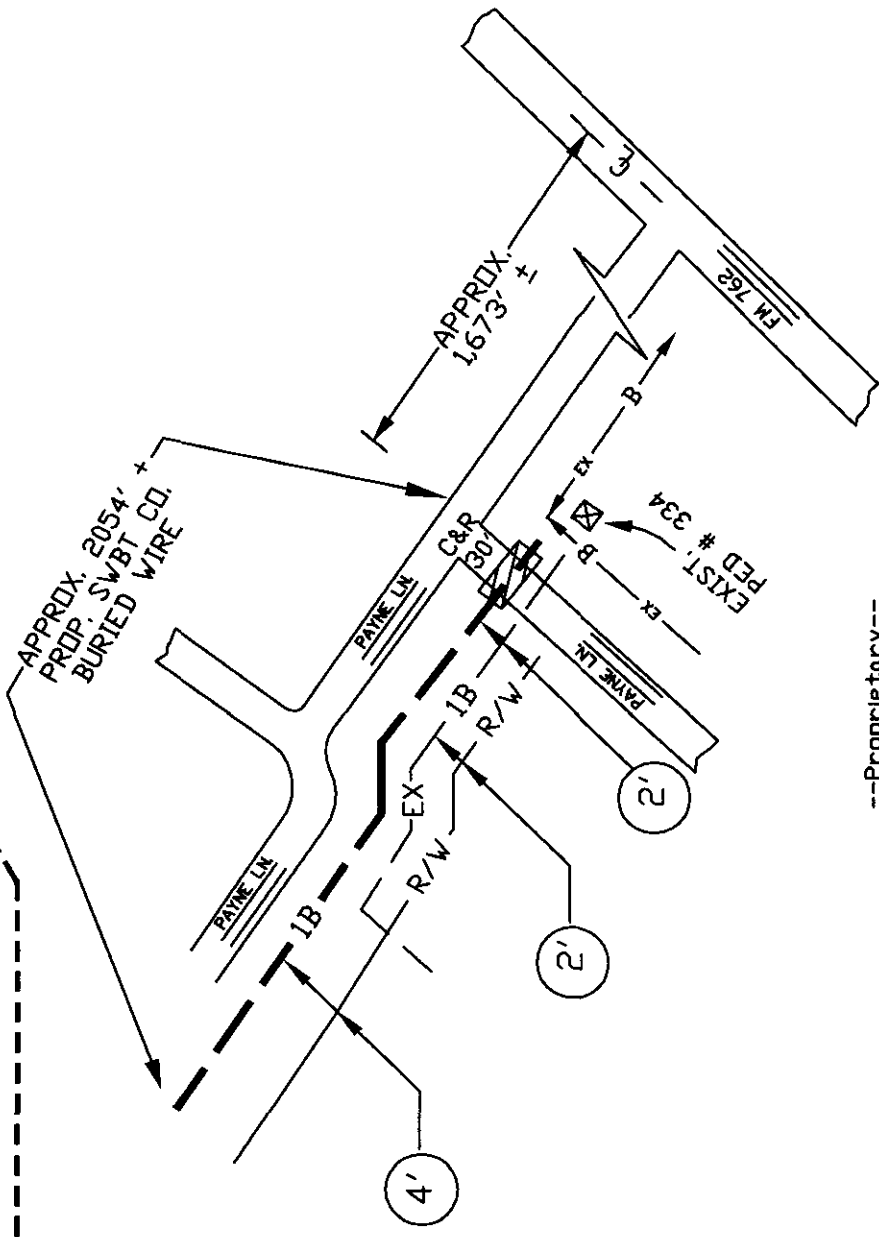
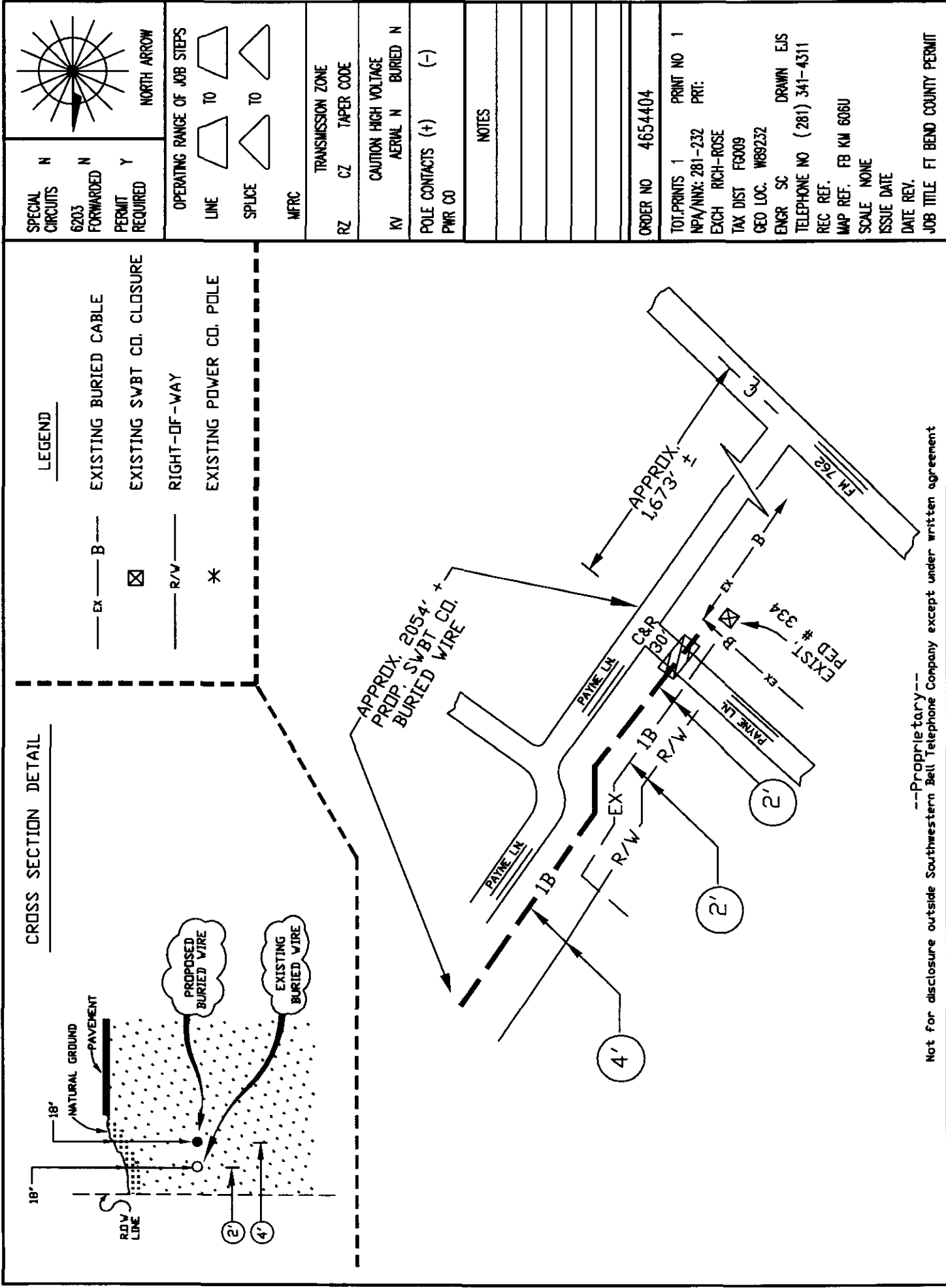
DATE: 4/13/99

ADDRESS: 1110 Louise, 1st Floor  
(Street/P.O. Box)

Rosenberg Texas 77471  
City State Zip

TELEPHONE NO. 281-341-4311  
(accessible 24 hrs/day, 7 days/week)





---Proprietary---

Not for disclosure outside Southwestern Bell Telephone Company except under written agreement

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27 day of April, 19 99, before the  
Fort Bend County Commissioners Court came on to be heard and reviewed the  
accompanying notice of Southwestern Bell Telephone

Job Location Hannibal Road

Dated 4-16-99 Bond No. 5893554, Permit No. 82090

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 O'Shields, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes

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

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

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

By [Signature]  
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 [Signature]  
Deputy



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. 4654604  
PERMIT NO. 82090 PCI. NO. 4  
BOND NO. 5893554

Formal notice is hereby given that Southwestern Bell Telephone  
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 Tacked Driven Cased
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Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Hannibal Rd.	5392' west of Pool Hill Rd. and Hannibal Rd.	going west	2211'

General Description

Place 2211 feet going west on south side of Hannibal Rd., 5392' west of Pool Hill  
and Hannibal Rd. intersection.

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 31st day of  
August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court  
of Fort Bend County, Texas.

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME. Southwestern Bell Telephone  
AGENT and/or OWNER

J. D. Edwards 4-12-99  
(Signature)

NAME & TITLE J. D. Edwards, Mgr.-Eng. Design  
(Please Print)

DATE. 4-12-99

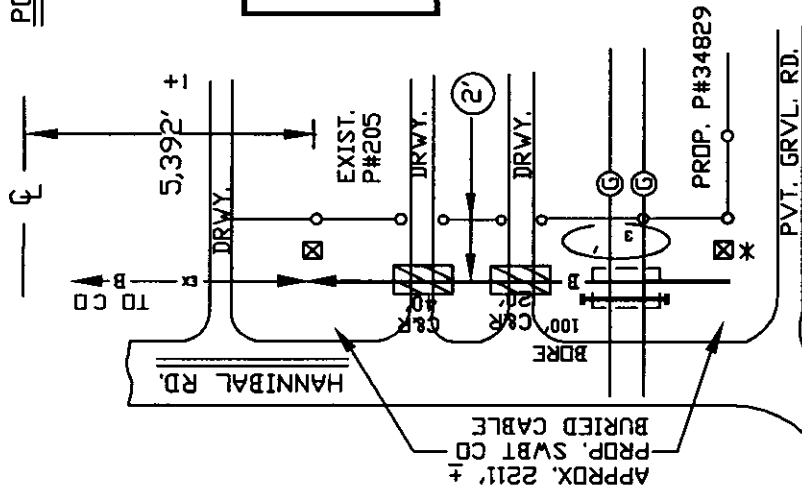
ADDRESS: 1110 Louise, 1st Floor  
(Street/P.O. Box)

Rosenberg Texas 77471  
City State Zip

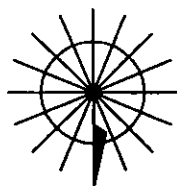
TELEPHONE NO 281-341-4311  
(accessible 24 hrs/day, 7 days/week)

REV. 4/8/91

FORT BEND  
COUNTY  
PERMIT



CONTACT: SHARON CANADA  
ENGINEER  
TEL. #: 281-341-4311  
DUE DATE: 04/15/99



NORTH ARROW

SPECIAL CIRCUITS	N
6203	N
FORWARDED	
PERMIT REQUIRED	Y

### OPERATING RANGE OF JOB STEPS

LINE TO

SPUCE TO

MFRC

TRANSMISSION ZONE

RZ	CZ	TAPER CODE	140202
----	----	------------	--------

**CAUTION HIGH VOLTAGE**

KV 13.0 AERIAL Y BURIED N

POLE CONTACTS (+) (-)

PWR CO HOUSTON LIGHTING &amp; PWR

## NOTES

## LEGEND

**PROPOSED BURIED CABLE**

**PROPOSED 4" GALV PIPE**

-----EX-----B-----  
EXISTING BURIED CABLE

☒ PROPOSED SWBT CO CLOSURE☒ EXISTING SWBT CO. CLOSURE

A diagram showing a horizontal line representing a fence. Two circles are positioned on the line, one to the left of the other. The text "FENCE LINE" is written vertically to the right of the line.

\* EXISTING POWER CO. POLE

**BURIED GAS LINE**

Not for disclosure outside Southwestern Bell Telephone Company except under written agreement

ORDER NO. 4654604

TOT. PRINTS 1 PRINT NO. 1

NPA/NNX: 281-533 PRT:

EXCH. VALLEY LODGE

TAX DIST. FG042

0501 030 3350844

25 JUN 83 0700Z

ENGL. 3C DRAIN E03  
TELEPHONE NO (281) 341-4311

מבין פתח

REC. REF.  
MAR 06 1966  
ED 331 5210

MAF REF. FD  
COALC MONAF

	SCALE	NUM
	WCHIC DATE	

ISSUE DATE

DATE REV. \_\_\_\_\_

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27 day of April, 19 99, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Clearwater Utilities, Inc.

Job Location Rabbs Bayou

Dated 4-13-99 Bond No. 929085938, Permit No 82081

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 O'Shields, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof

Notes

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

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

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

By [Signature]  
County Engineer

By [Signature]  
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.

Recorded in Volume \_\_\_\_\_  
Minutes of Commissioners Court

Clerk of Commissioners Court

By [Signature]  
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 052087

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

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

- /   (2) Bond. \_\_\_\_\_
- District Attorney, approval when applicable
- \_\_\_\_\_ Perpetual bond currently posted.
- No \_\_\_\_\_
- Amount \_\_\_\_\_
- /   Performance bond submitted.
- No 929085938
- Amount 2,000.
- \_\_\_\_\_ 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) Mark Vogler
- \_\_\_\_\_ Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements

Johnny Ortega

Johnny Ortega CFM/ Permit Administrator

4/13/99

Date

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

APPLICANT'S JOB NO \_\_\_\_\_  
PERMIT No 82087 PCT No 1  
BOND No 929085938

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased


Along Roads and/or Drainage Ditches

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

<u>Rabbs Bayou</u>	<u>24' West of Brazos Trace Dr</u>	<u>1834' east of Brazos</u> <u>Trace Drive</u>	<u>1858'</u>
--------------------	------------------------------------	---	--------------

Laying an 8" Force Main in the North R.O.W. of Rabbs Bayou from  
Brazos Trace Drive going east for 1834'

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 Clearwater Utilities, Inc  
AGENT and/or OWNER

Dustin Berry  
(Signature)

NAME & TITLE Dustin Berry, Estimator  
(Please Print)

DATE 4/9/99

ADDRESS 4900 Woodway Ste 890  
(Street/P O Box)

Houston TX 77056  
City State Zip

TELEPHONE NO 713-963-0706  
(accessible 24 hrs/day, 7 days/week)



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

AUTHORIZED

BOND NO 929085938

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

Clearwater 4900 Woodway, Suite 890  
THAT WE, Utilities, Inc. whose address is Houston, Texas 77056, Texas,  
hereinafter called the Principal, and Continental Casualty Company, a Corporation existing under and  
by virtue of the laws of the State of Illinois and authorized to do an indemnifying business  
in the State of Texas, and whose principal office is located at Chicago, IL, whose officer  
residing in the State of Texas, authorized to accept service in all suits and actions brought within  
said State is Steven D. Davis and whose address is \*, 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 <sup>Two Thousand</sup> and No 7100-- Dollars (\$ 2,000.00 ) 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.

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 8th day of April, 19 99.

\* Allied North America Corp. of Texas  
12770 Coit Road, Suite 750  
Dallas, Texas 75251

Clearwater Utilities, Inc.

PRINCIPAL

BY

Continental Casualty Company

SURETY

BY Steven D. Davis, Attorney-in-Fact

ccm: 4-27-99 Item # 11D

I:\WPDATA\PROCED\PERMIT\PERFBOND P01

Return to Alicia

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

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint  
Steven D. Davis, Tomi J. Braun, L. Ray Pitts, Jr., Individually

of Dallas, Texas

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 21st day of January, 1999



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss

On this 21st day of January, 1999

before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, State of Illinois, that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations, that the seals affixed to the said instrument are such corporate seals, that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations



My Commission Expires March 6, 2000

*Mary Jo Abel*

Mary Jo Abel

Notary Public

### CERTIFICATE

I, Mary A. Ribikawski, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 8th day of April, 1999



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawski*

Mary A. Ribikawski

Assistant Secretary

**IMPORTANT NOTICE**

**TO OBTAIN INFORMATION OR MAKE A COMPLAINT:  
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, TEXAS 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 OR COMPANY FIRST. IF THE DISPUTE IS NOT  
RESOLVED, YOU MAY CONTACT THE TEXAS DEPARTMENT  
OF INSURANCE**

**ATTACH THIS NOTICE TO YOUR POLICY:**

**THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT  
BECOME A PART OR CONDITION OF THE ATTACHED  
DOCUMENT.**

---

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27 day of April, 19 99, before the  
Fort Bend County Commissioners Court came on to be heard and reviewed the  
accompanying notice of Fort Bend Telephone Co.

Job Location Westheimer Parkway and Mason Road

Dated 4-13-99 Bond No. EX457462, Permit No. 82088

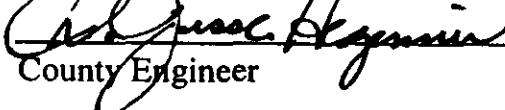
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction 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 O'Shields, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof

## Notes

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

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

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

By   
County Engineer

By \_\_\_\_\_  
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 002068

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 EX457462
  - 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  
Johnny Ortega CFM/ Permit Administrator

4/13/99  
Date

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

APPLICANT'S JOB NO.  
PERMIT NO. 82088 PCT. NO. 3  
BOND NO. EX457462

Formal notice is hereby given that FORT BEND TELEPHONE Co.  
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
SECTION C-C CLOUDBRIDGE	CLOUDBRIDGE LNE @ MASON	100'	X
SECTION D-D CINCO RANCH BLD	CINCO RANCH BLD @ MASON	100'	X
SECTION E-E NORTHMOOR DR.	NORTHMOOR DR. @ MASON	100'	X

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
SECTION A-A WESTHEIMER PARKWAY	WESTHEIMER PARKWAY @ MASON	MASON	1,200'
SECTION B-B MASON	MASON @ WESTHEIMER PARKWAY	VI-A-15	4,571'
SECTION F-F MASON	MASON @ VI-A-15	COUNTY LINE	144'

General Description

FORT BEND TELEPHONE Co. PROPOSES TO PLACE A FIBER OPTIC AND COPPER CABLE  
ALONG WESTHEIMER PARKWAY AND MASON RD. PLEASE SEE ATTACHED SHEETS FOR DETAILS.

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

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: FORT BEND TELEPHONE Co.  
AGENT and/or OWNER

Kenny Smerek  
(Signature)

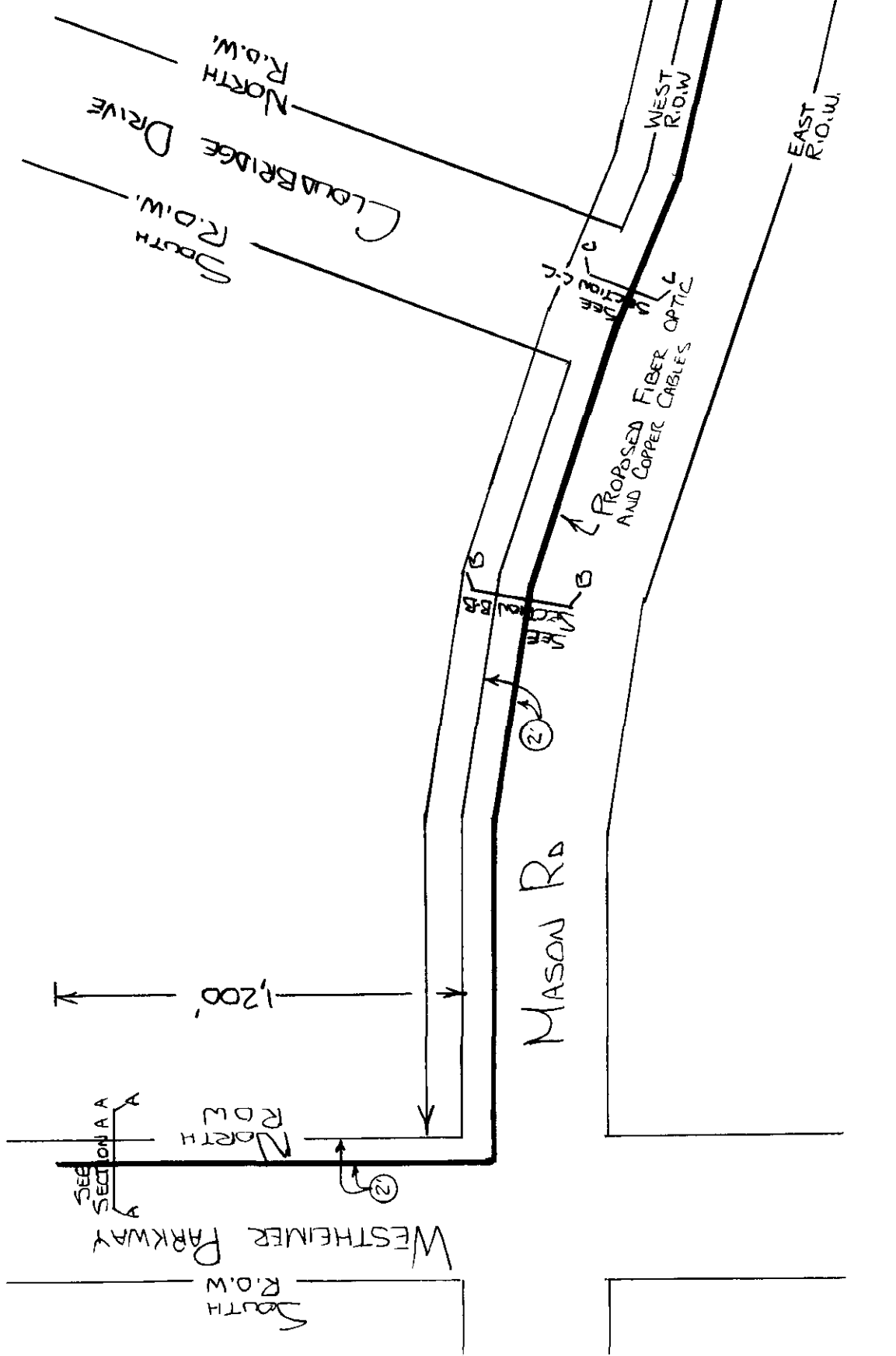
NAME & TITLE KENNY SMERЕК ENGINEER  
(Please Print)

DATE: 3-15-99

ADDRESS: 24403 ROESNER  
(Street/P.O. Box)

KATY TX 77494  
City State Zip  
TELEPHONE NO: 281-396-5380  
(accessible 24 hrs/day, 7 days/week)

SHEET 1

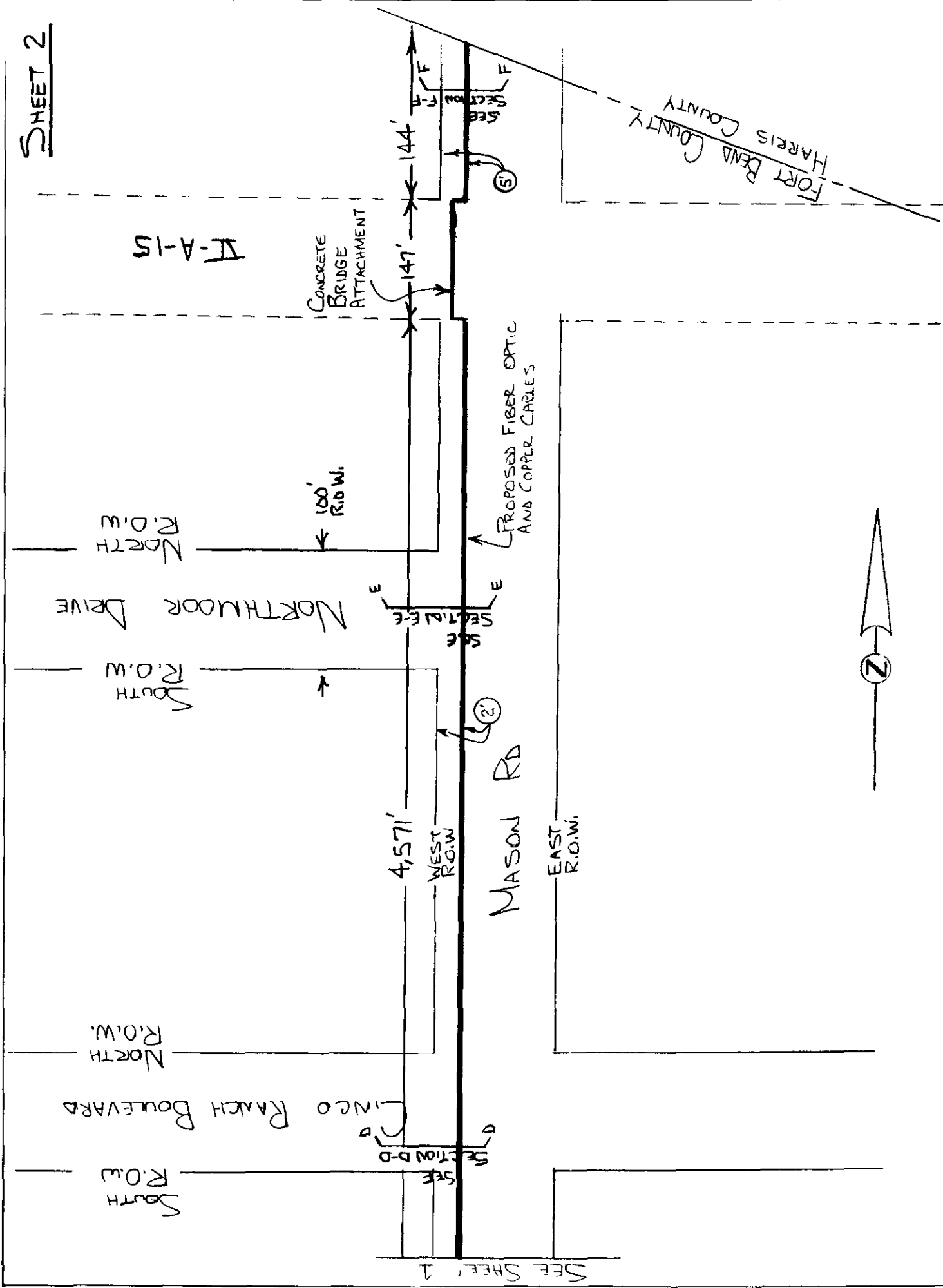


TITLE PROPOSED FIBER  
OPTIC AND COPPER CABLES  
ON MASON RD

SCALE N.T.S.  
DRAWN BY K.S.  
DATE 3-12-99

EXCHANGE WAMBU  
COUNTY FORT BEND

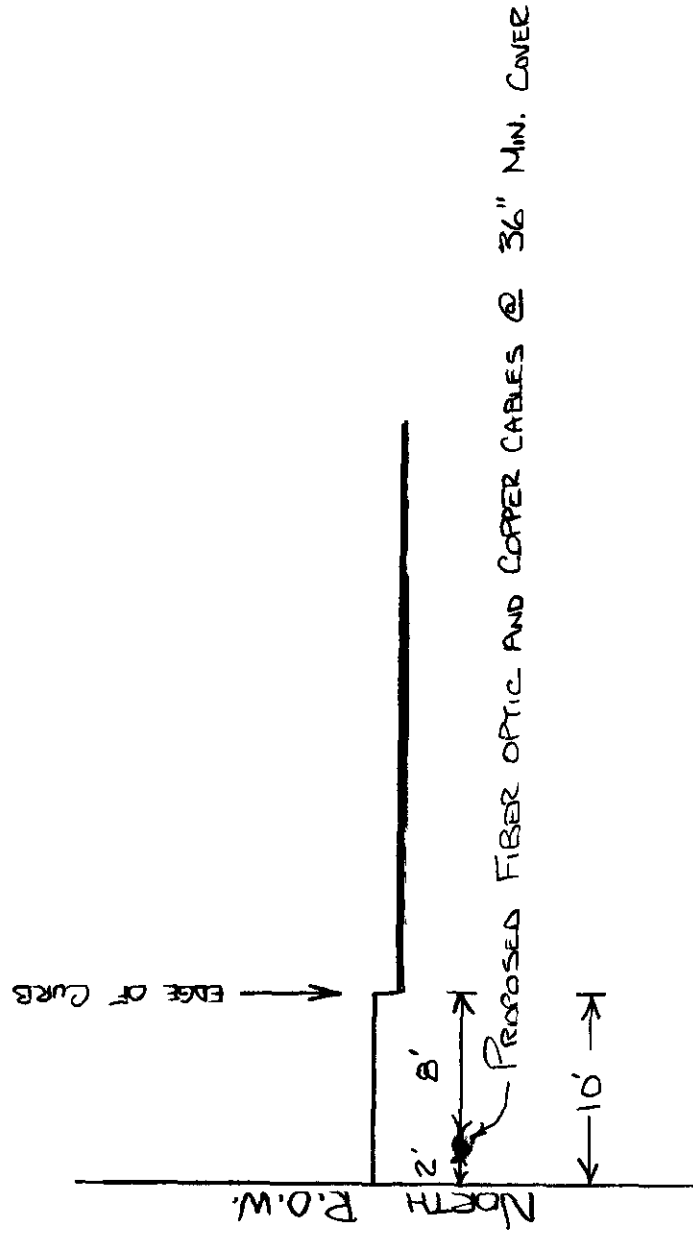
FORT BEND TELEPHONE CO  
24403 ROESNER RD  
KATY, TEXAS 77494  
ENGINEERING DEPARTMENT



<p> <b>TITLE</b> PROPOSED FIBER OPTIC AND COPPER CABLES ON MASON RD.  <b>SCALE</b> N.T.S.  <b>DRAWN BY</b> K.S.  <b>DATE</b> 3-12-99         </p>	<p> <b>EXCHANGE</b> WADDELL  <b>COUNTY</b> FORT BEND         </p>	<p> <b>FORT BEND TELEPHONE CO</b>            24403 ROESNER RD            KATY, TEXAS 77494  <b>ENGINEERING DEPARTMENT</b> </p>
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# SECTION A-A WESTHEIMER PARKWAY (LOOKING EAST)



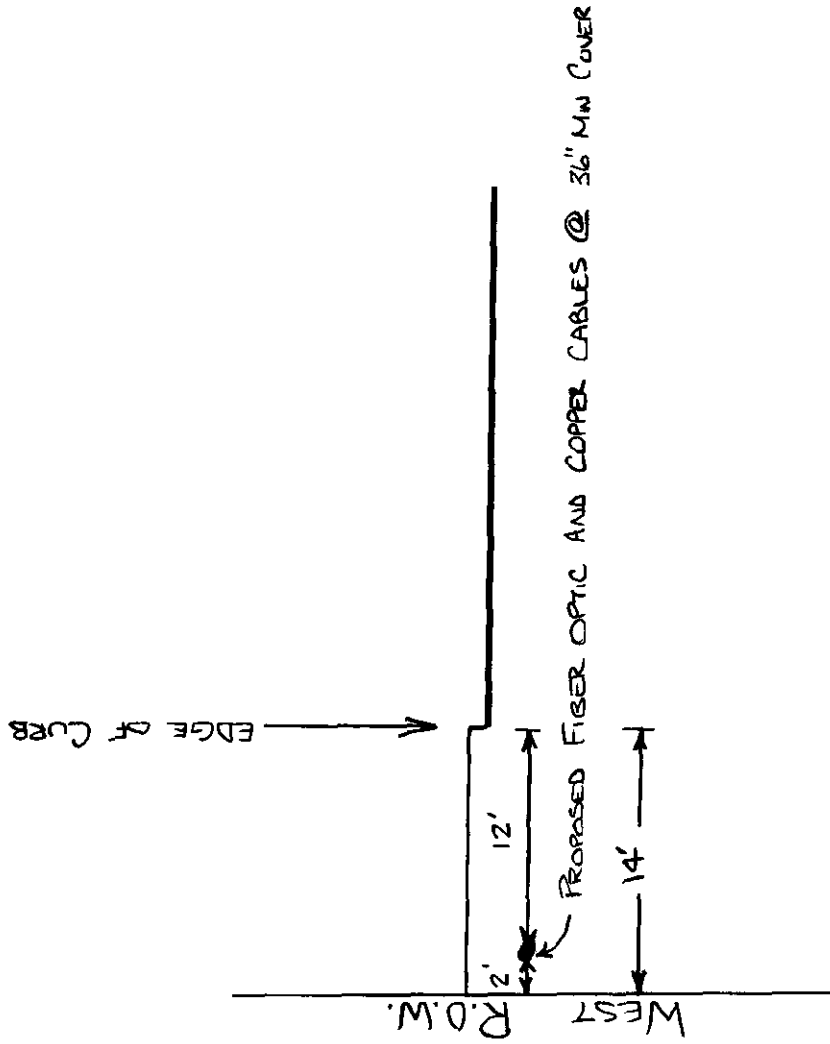
TITLE PROFILE OF  
WESTHEIMER PARKWAY

SCALE N.T.S.  
DRAWN BY K.S.  
DATE 3-15-99

EXCHANGE WADDELL  
COUNTY FORT BEND

FORT BEND TELEPHONE CO  
24403 ROESNER RD  
KATY, TEXAS 77494  
ENGINEERING DEPARTMENT

# SECTION B-B MASON RD. (LOOKING NORTH)



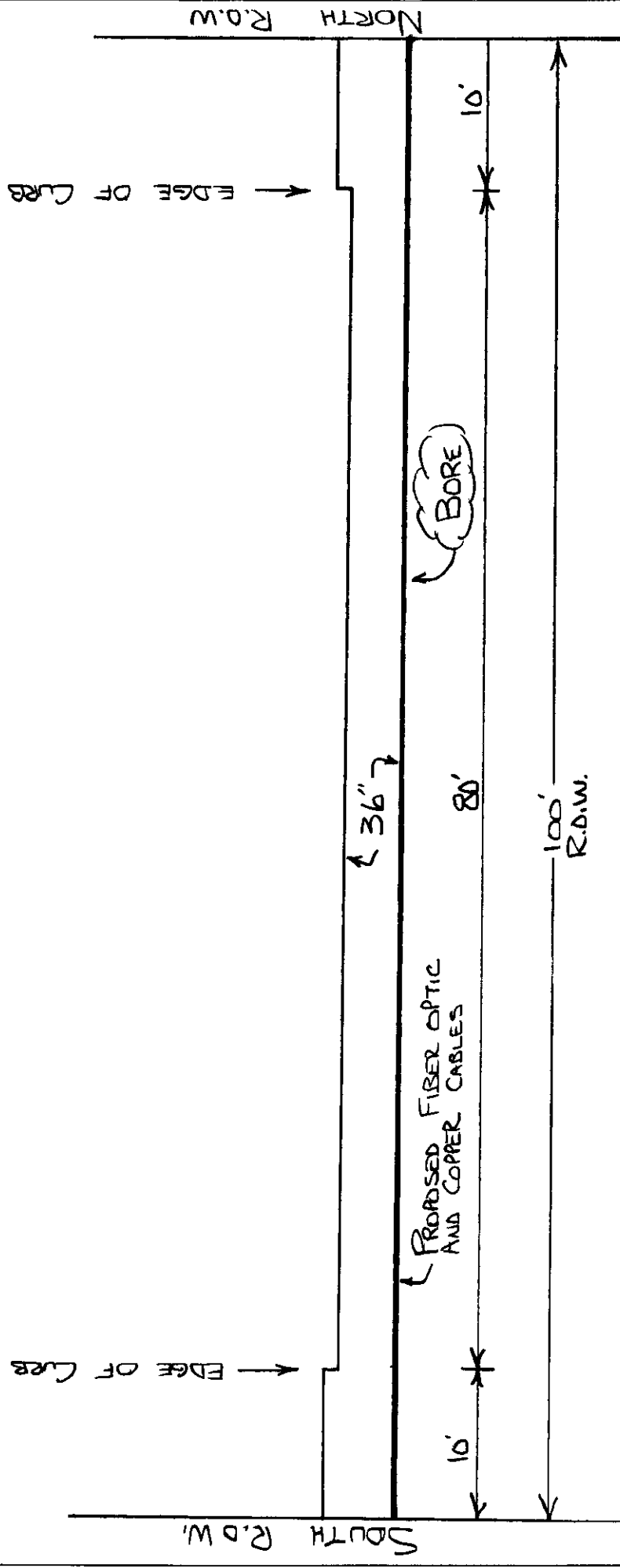
TITLE PROFILE OF  
MASON RD.

SCALE N.T.S.  
DRAWN BY K.S.  
DATE 3-15-99

EXCHANGE WADDELL  
COUNTY FORT BEND

FORT BEND TELEPHONE CO  
24403 ROESNER RD  
KATY, TEXAS 77494  
ENGINEERING DEPARTMENT

# SECTION C-C CLOUDBRIDGE DRIVE (LOOKING WEST)



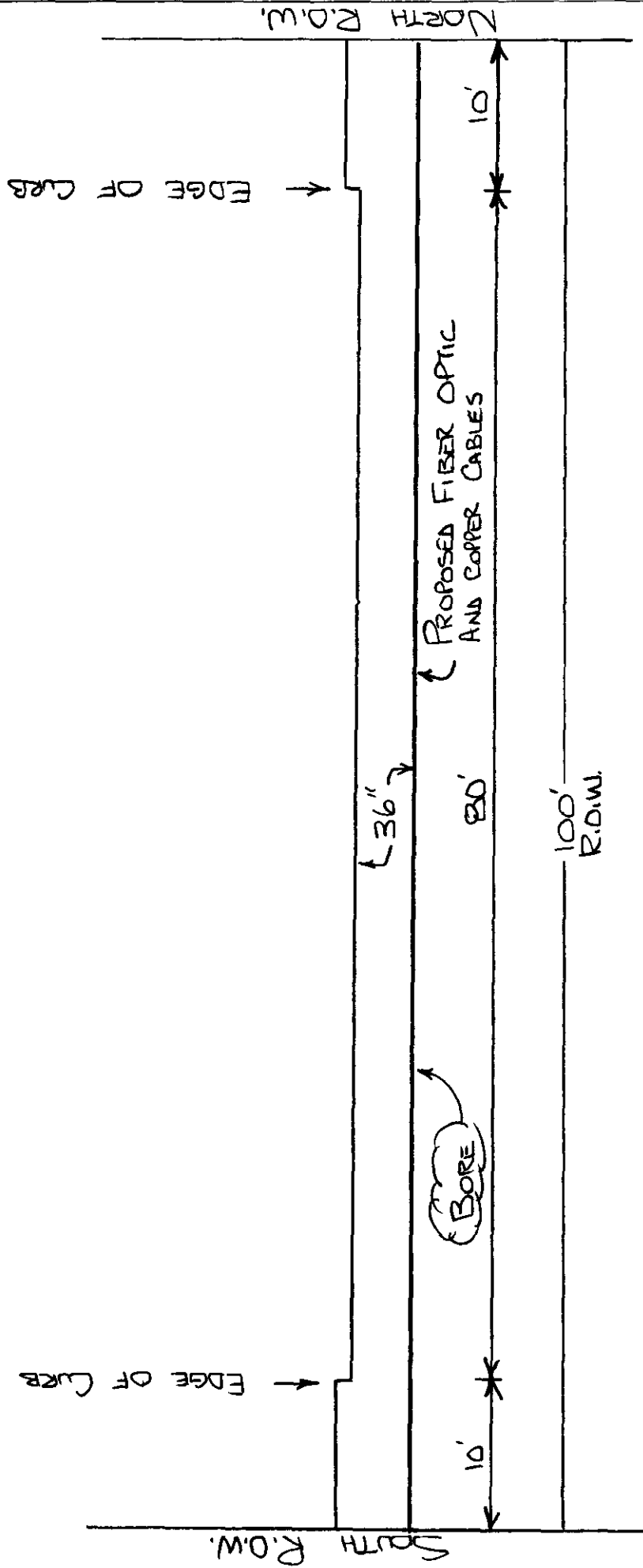
TITLE PROFILE OF  
CLOUDBRIDGE DRIVE

SCALE N.T.S.  
DRAWN BY KS  
DATE 3-15-99

EXCHANGE WADDELL  
COUNTY FORT BEND

FORT BEND TELEPHONE CO  
24403 ROESNER RD  
KATY, TEXAS 77494  
ENGINEERING DEPARTMENT

# SECTION D-D CINCO RANCH BOULEVARD (LOOKING WEST)



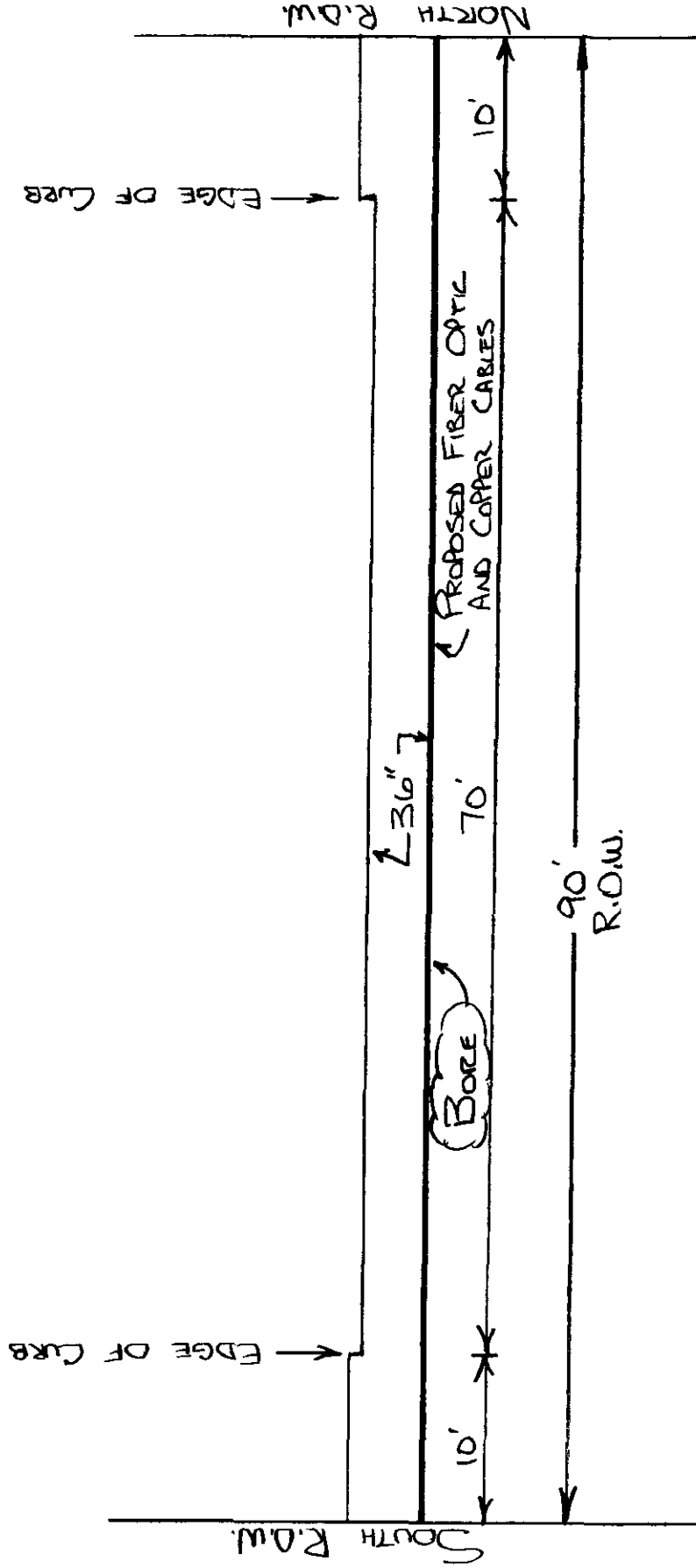
TITLE PROFILE OF CINCO  
RANCH BOULEVARD

SCALE N.T.S.  
DRAWN BY K.S.  
DATE 3-15-99

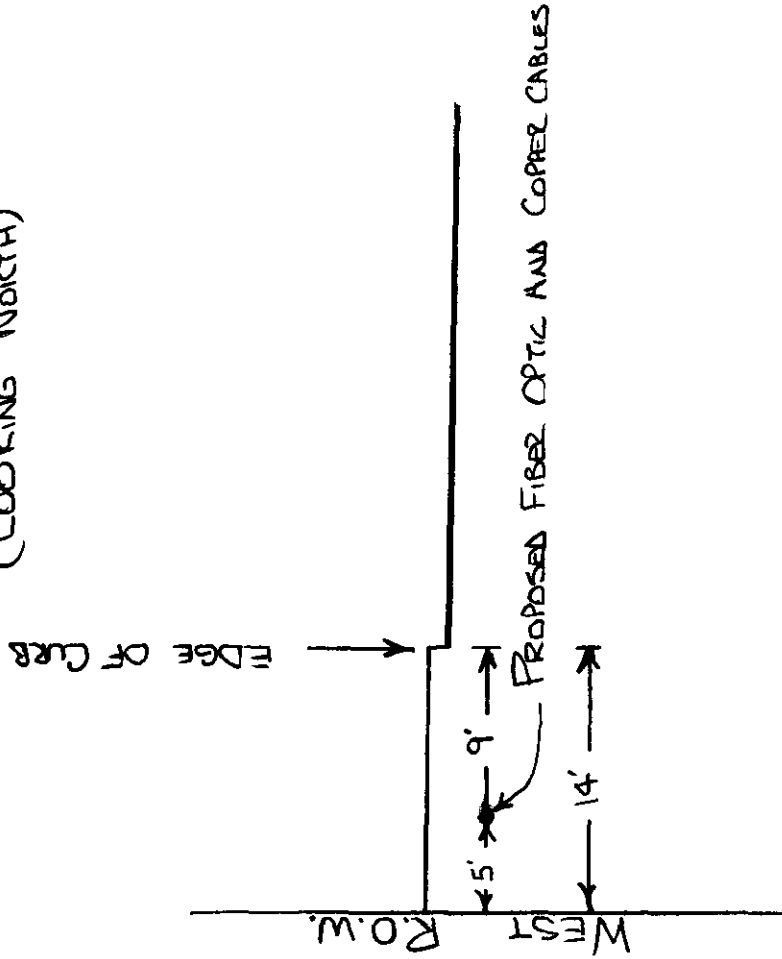
EXCHANGE WADDELL  
COUNTY FORT BEND

FORT BEND TELEPHONE CO  
24403 ROESNER RD  
KATY, TEXAS 77494  
ENGINEERING DEPARTMENT

# SECTION E-E NORTHMOOR DRIVE



# SECTION F-F MASON RD. (LOOKING NORTH)



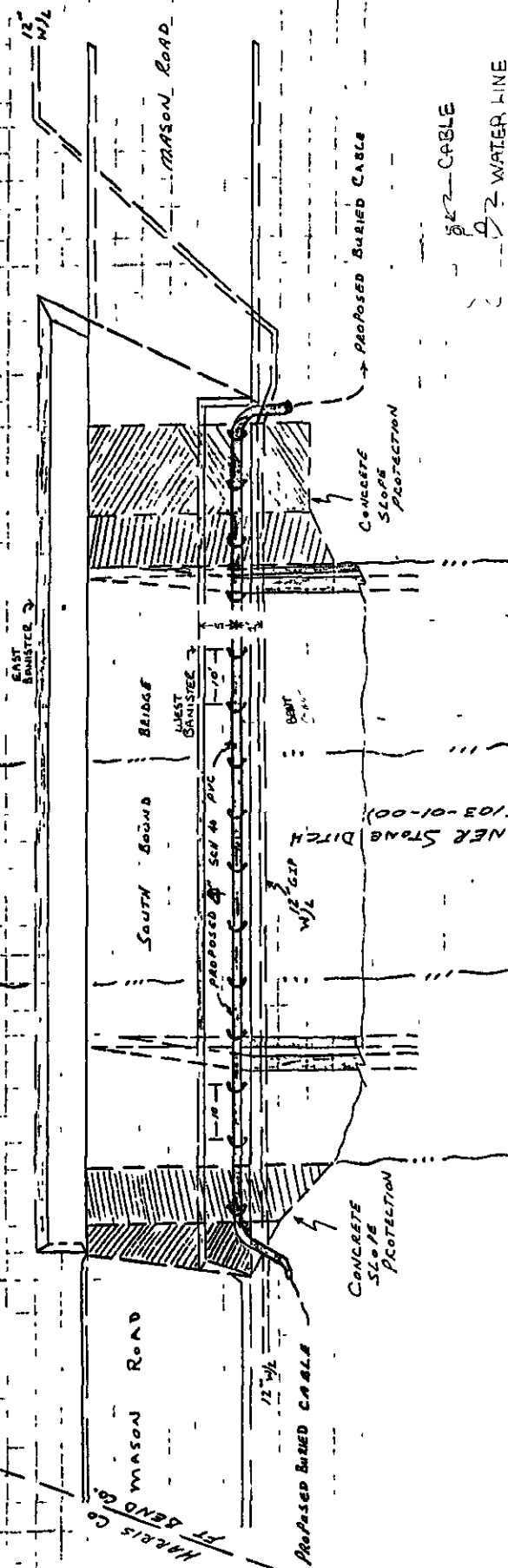
TITLE PROFILE OF  
MASON RD.

SCALE N.T.S.  
DRAWN BY K.S.  
DATE 3-12-99

EXCHANGE WADNELL  
COUNTY FORT BEND

FORT BEND TELEPHONE CO  
24403 ROESNER RD  
KATY, TEXAS 77494  
ENGINEERING DEPARTMENT

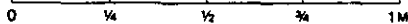
# PROPOSED BRIDGE ATTACHMENT



SECTION

STAKING SHEET "BURIED PLANT"		NORTH	
OWNER FORT BEND TELEPHONE CO.		SYMBOL 7-226	
STATED BY	REVIEWED	RELEASED TO	COMPLETED
MAP REF. NO.		COUNTY	
STATION		COUNTY	
WADDELL		FT. BEND	
SHEET 7		WORK ORDER	
22A		29	

This staking sheet is intended and prepared for route designation only and the Engineer hereby and as expressly set out in the contract, disclaims any liability for marking, noting and/or reflecting the existence and/or location of any and all underground facilities, including but not limited to petroleum bearing pipelines, not withstanding said facilities may be visible and/or marked on the surface along, over or across said proposed as shown on it is staking sheet.





REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27 day of April, 19 99, before the  
Fort Bend County Commissioners Court came on to be heard and reviewed the  
accompanying notice of LandMark Industries, Inc.

Job Location Old Richmond Road

Dated 4-13-99 <sup>Cashier dr #</sup> Bond No. 621708, Permit No. 82089

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 O'Shields, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof

## Notes:

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

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

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

By [Signature]  
County Engineer

Presented to Commissioners Court  
and approved.

Recorded in Volume \_\_\_\_\_  
Minutes of Commissioners Court

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

Clerk of Commissioners Court

By [Signature]  
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 052089

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

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

- /   (2) Bond
- \_\_\_\_\_ District Attorney, approval when applicable
- \_\_\_\_\_ Perpetual bond currently posted
- \_\_\_\_\_ No \_\_\_\_\_
- \_\_\_\_\_ Amount \_\_\_\_\_
- \_\_\_\_\_ Performance bond submitted
- \_\_\_\_\_ No \_\_\_\_\_
- \_\_\_\_\_ Amount \_\_\_\_\_
- /   \_\_\_\_\_ Cashier's Check
- \_\_\_\_\_ No 621708
- \_\_\_\_\_ Amount 4,000.

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

\_\_\_\_\_ Precinct Engineer Acknowledgement


\_\_\_\_\_ Date

\_\_\_\_\_ Precinct Commissioner Acknowledgement

\_\_\_\_\_ Date

- \_\_\_\_\_ (4) \_\_\_\_\_
- \_\_\_\_\_ Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements

  
Johnny Ortega CFM/ Permit Administrator

4/13/99  
Date

NOTICE OF PROPOSED CABLE, CONDUIT, POLE OR PIPE LAYING  
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES  
IN FORT BEND COUNTYAPPLICANT'S JOB NO. WOODBRIDGE COUNTRY STORE  
PERMIT NO. 82089 PCT. NO. 3  
BOND NO. 621708  
Cashier OnFormal notice is hereby given that LAND MARK INDUSTRIES, INC.  
proposes to lay, construct, maintain and/or repair cable, conduit and/or pole  
line, in, under, across, or along roads, streets, highways and drainage  
ditches in Fort Bend County, as follows:

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored:Jacked:Driven:Cased
<u>OLD RICHMOND ROAD</u>	<u>30'-0"</u>	<u>35'-0"</u>	<u>CULVERT PIPE</u>
	<u>2 DRIVEWAYS (REFER TO PLANS)</u>		

## Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
<u>OLD RICHMOND RD.</u>	<u>230'-0"</u>	<u>Highway 6.</u>	<u>35'-0" DRIVEWAYS</u>

## General Description

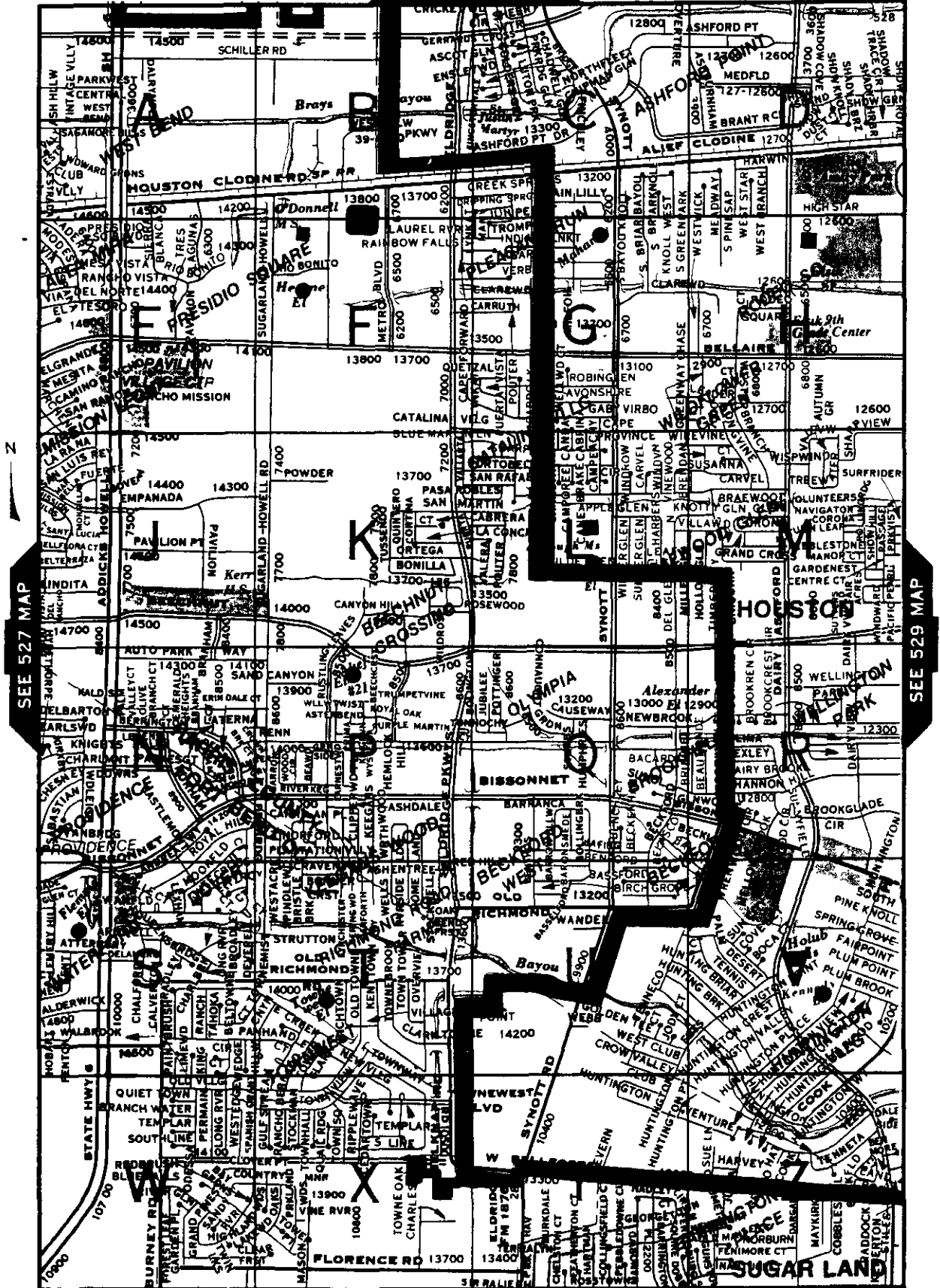
The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or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

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: LANDMARK INDUSTRIES, INC.  
AGENT and/or OWNERJim McLamy  
(Signature)NAME & TITLE Jim C. McLamy, Marketing Development Coord.  
(Please Print)DATE: March 29, 1999ADDRESS: 11111 Wilcrest Green, #100  
(Street/P.O. Box)Richmond, Texas 77042  
City State ZipTELEPHONE NO: (713) 789-0310  
(accessible 24 hrs/day, 7 days/week)



THIS CHECK BACKGROUND IS PRINTED IN COLORED INK

THE REVERSE SIDE OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK



5718 Westheimer  
Houston, Texas 77057  
Member FDIC

# CASHIER'S CHECK

NOTARIZED IDENTITY BOND WILL BE REQUIRED  
BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED  
IN THE EVENT IT IS LOST, MISPLACED OR STOLEN

BR- 621708

0000017647

Mar, 31 99

\*\*\*\*\*4,000.00\*\*\*

15722 FORT THOMAS AND 00/100\*\*\*\*\*

Pay

FORT BEND COUNTY

to  
the  
order  
of

RE: LANDMARK INDUSTRY

Coastal Bank

⑈621708⑈ ⑆313072819⑆ ⑆350162855⑆

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

# 158 774 062 \$ 186,050.00

Name: P=Continental Casualty Co. S=Markborough Dev.Co.Ltd.

RIDER TO BOND

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

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

LETTER OF CREDIT

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

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

OTHER

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

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

CONSTRUCTION PROJECT (Name or location):

**NEW TERRITORY PARCEL SF-22**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Mr. Larry Anderson Markborough Dev.Co., Ltd.  
Address: 6101 Homeward Way  
City/State/Zip: Sugar Land, Texas 77479

AGREED:

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 4

\_\_\_\_\_  
FORT BEND COUNTY ENGINEER

COURT APPROVED: 4-27-99 # 116  
DATE OF RETURN: \_\_\_\_\_  
BY: \_\_\_\_\_  
Deputy County Clerk



**ENGINEERING**  
Fort Bend County Texas

D Jesse Hegemier  
County Engineer

April 7, 1999

Commissioner James Patterson  
Fort Bend County Precinct 4  
12919 Dairy Ashford Road  
Sugar Land, Texas 77478

RE: New Territory Parcel SF-22 (Watermill, 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:


Misty Oaks Lane	439.03 LF
Aspen Cove Court	961.37 LF
Crisfield Drive	1,764.04 LF
Amberstone Drive	176.99 LF
Thorncrest Court	<u>130.89 LF</u>
TOTAL	3,472.32 LF

The current bond is # 158 774 062 in the amount of \$ 186,050.00. Release bond to:

Mr. Larry Anderson  
Markborough Development Co., Ltd.  
6101 Homeward Way  
Sugar Land, Texas 77479

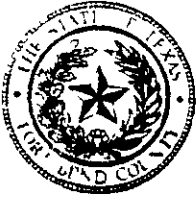
If you should have any questions or need additional information, please feel free to call.

Sincerely,

  
Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc Mr. Larry Anderson, Markborough Development Co., Ltd.  
Mr. Roby Tate, FBC Road & Bridge  
File



DIANNE WILSON  
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

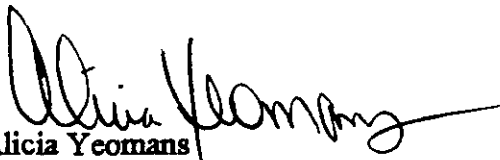
August 4, 1999

### **NOTIFICATION OF RELEASE OF SECURITY**

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

<b>BOND#</b>	<b>158 774 062</b>	<b>\$186,050.00</b>
<b>PRINCIPAL</b>	<b>Markborough Development Company Limited</b>	
<b>SURETY</b>	<b>Continental Casualty Company</b>	
<b>RELEASE TO</b>	<b>Mr. Larry Anderson Markborough Development Company Limited 6101 Homeward Way Sugar Land, Texas 77479</b>	

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

  
Alicia Yeomans  
County Clerk's Office

cc. Paulette Batts,  
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

# 158 420 011 \$ 480,400.00

Name: P=Continental Casualty Co. S=Markborough Development Co.Ltd.

RIDER TO BOND

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

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

LETTER OF CREDIT

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

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

OTHER

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

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

CONSTRUCTION PROJECT (Name or location):

Homeward Way South Loop Phase 2 & 3

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Mr. Larry Anderson Markborough Development Co., Ltd.

Address: 6101 Homeward Way

City/State/Zip: Sugar Land, Texas 77479

AGREED:

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 4

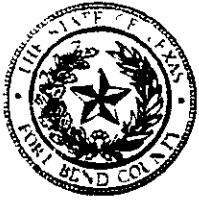
\_\_\_\_\_  
FORT BEND COUNTY ENGINEER

COURT APPROVED: 4-27-99 # 114

DATE OF RETURN: \_\_\_\_\_

BY: \_\_\_\_\_

Deputy County Clerk



DIANNE WILSON  
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

August 4, 1999

### **NOTIFICATION OF RELEASE OF SECURITY**

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

BOND#	158 420 011	\$480,400 00
PRINCIPAL	Markborough Development Company Limited	
SURETY	Continental Casualty Company	
RELEASE TO	Mr. Larry Anderson Markborough Development Company Limited 6101 Homeward Way Sugar Land, Texas 77479	

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

Alicia Yeomans  
County Clerk's Office

cc: Paulette Batts,  
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

# 141 437 654 \$ 34,750.00

Name: P=Continental Casualty Co. S=Markborough Dev.Co.Ltd.

RIDER TO BOND

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

Name. \_\_\_\_\_

LETTER OF CREDIT

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

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

OTHER

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

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

CONSTRUCTION PROJECT (Name or location):

HOMEWARD WAY SOUTH LOOP PHASE 4

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Mr. Larry Anderson Markborough Dev.Co., Ltd.

Address: 6101 Homeward Way

City/State/Zip. Sugar Land, Texas 77479

AGREED:

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 4

\_\_\_\_\_  
FORT BEND COUNTY ENGINEER

COURT APPROVED: 4-27-99 # 11 H

DATE OF RETURN: \_\_\_\_\_

BY: \_\_\_\_\_

Deputy County Clerk



**ENGINEERING**  
Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

April 7, 1999

Commissioner James Patterson  
Fort Bend County Precinct 4  
12919 Dairy Ashford Road  
Sugar Land, Texas 77478

**RE: Homeward Way South Loop, Phase 2, 3 & 4**

Dear Commissioner:

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

Homeward Way	2,671.21 LF	(Phase 2 & 3)
Homeward Way	<u>694.50 LF</u>	(Phase 4)
TOTAL	3,365.71	

The current bond for (Phase 2 & 3) is # 158 420 011 in the amount of \$ 480,400.00. The current bond for (Phase 4) is # 141 437 654 in the amount of \$ 34,750.00. Release bonds to:

Mr. Larry Anderson  
Markborough Development Co., Ltd  
6101 Homeward Way  
Sugar Land, Texas 77479

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

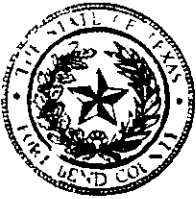
Sincerely,

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

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc. Mr. Larry Anderson, Markborough Development Co., Ltd  
Mr. Roby Tate, FBC Road & Bridge  
File



DIANNE WILSON  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St , Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
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Admin Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Criminal Fax (281) 341-8681  
Recording Fax (281) 341-8669

August 4, 1999

### **NOTIFICATION OF RELEASE OF SECURITY**

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

BOND#	141 437 654	\$34,750.00
PRINCIPAL	Markborough Development Company Limited	
SURETY	Continental Casualty Company	
RELEASE TO	Mr. Larry Anderson Markborough Development Company Limited 6101 Homeward Way Sugar Land, Texas 77479	

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

A handwritten signature in black ink, appearing to read "Alicia Yeomans", is written over the printed name and title.

Alicia Yeomans  
County Clerk's Office

cc: Paulette Batts,  
Fort Bend County Engineering

#12 A+B

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

DATE SUBMITTED: 4/19/99  
COMMISSIONERS COURT AGENDA FOR: 4/27/99

DEPT. SUBMITTED BY: County Attorney for EMS  
DEPT. PHONE NO. 281-341-4556

**SUMMARY OF ITEM:**

- A. Consider approval of Primary Agreement between Fort Bend County and Austin County**  
**B. Consider approval of Mutual Aid Agreement between Fort Bend County Austin County**

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

**LIST SUPPORTING DOCUMENTS ATTACHED:** yes  
(Back-up documentation must be attached for consideration)

**FINANCIAL SUMMARY:**

<b>BUDGETED ITEM:</b>	<b>ANNUALIZED DOLLARS:</b>	<b>COMMENTS:</b>
Yes( ) No( ) N/A( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund _____ Agcy. _____ Object _____	N/A ( )	

**Original form submitted with back up to County Judge's Office:** Yes: ( x )

**CC with back up:**

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

**Daniel Kosler, EMS**

**Instructions for submitting an Agenda Request:**

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

**RECOMMENDATION / ACTION REQUESTED**

5-12-99 Sent original Agreements to EMS.

THE STATE OF TEXAS     §

COUNTY OF FORT BEND   §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE  
MUTUAL AID AGREEMENT BETWEEN FORT BEND COUNTY  
AND COUNTY OF AUSTIN**

On this the 27<sup>th</sup> day of April, 1999, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner O'Shieles seconded by Commissioner Meyers duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge is hereby authorized to execute the Mutual Aid Agreement with Austin County for Emergency Medical Services. Said agreement is attached herein for all purposes as though fully set forth herein word for word.

**STATE OF TEXAS      \***

**COUNTY OF TEXAS   \***

**INTERLOCAL AGREEMENT FOR**  
**EMERGENCY MEDICAL SERVICES BETWEEN**  
**THE COUNTY OF AUSTIN AND THE COUNTY OF FORT BEND**

The Interlocal Agreement, made and entered into between the **COUNTY OF AUSTIN** acting by and through its duly authorized Commissioners Court, hereinafter referred to as "**AUSTIN COUNTY**" and the **COUNTY OF FORT BEND**, organized and existing under virtue of the laws of the **STATE OF TEXAS**, hereinafter referred to as "**FORT BEND COUNTY**", acting herein by and through its duly authorized governing body, WITNESSETH.

**WHEREAS**, from time to time, situations arise demanding the combined efforts of two or more emergency medical services to provide service in the area of **AUSTIN COUNTY** and **FORT BEND COUNTY** . and,

**WHEREAS**, this Agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C A., the Interlocal Cooperation Act ,

**WHEREAS**, the governing body of **AUSTIN COUNTY** and **FORT BEND COUNTY** desire to improve the provisions of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Chapter 791 of the Texas Government Code, V T C A., the Interlocal Cooperation Act , and,

**WHEREAS**, **AUSTIN COUNTY** and **FORT BEND COUNTY** , pursuant to the provisions of Chapter 791 of the Texas Government Code, V.T.C A. , the Interlocal Civil Statue, have determined that it would be in the best interest of **AUSTIN COUNTY** and **FORT BEND COUNTY** and the citizens and inhabinets thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical devices of **AUSTIN COUNTY** and **FORT BEND COUNTY** , and,

**WHEREAS**, **AUSTIN COUNTY** and **FORT BEND COUNTY** desire to enter into a Mutual Aid Agreement of the provisions of emergency medical services ;



**NOW, THEREFORE,** it is mutually agreed by and between **AUSTIN COUNTY,** acting herein by and through its duly authorized Commissioners Court, and **FORT BEND COUNTY,** acting herein by and through its duly authorized governing body, as follows .

**ARTICLE I**  
**Scope of Services**

**1.01           Services in General**

**AUSTIN COUNTY and FORT BEND COUNTY** agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this Agreement, shall retain the same powers, duties, rights, privileges and immunities as if it were performing its duties in **AUSTIN COUNTY and FORT BEND COUNTY** in which it normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel time.

**1.02           Standard of Services**

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

**ARTICLE II**  
**Remuneration**

**2.01           Reimbursement for Services**

**AUSTIN COUNTY and FORT BEND COUNTY** shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated , or a third party, and shall be based upon usual costs assigned for this service.

2.02                    Reimbursement for Costs

Each party to this Agreement shall be responsible for its own costs and expenses.

**ARTICLE III**  
**Liability**

3 01                    **FORT BEND COUNTY** agrees to indemnify and hold **AUSTIN COUNTY** harmless with respect to any claim, demand , or suit based upon any response by **AUSTIN COUNTY EMERGENCY MEDICAL SERVICES** arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that **AUSTIN COUNTY EMERGENCY MEDICAL SERVICES** is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, **AUSTIN COUNTY** will hold **FORT BEND COUNTY** harmless and indemnify **FORT BEND COUNTY** from costs incurred.

3 02                    It is understood that liability to all parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situations

3.03                    It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food lodging or other compensation, or expenses of personnel of another parties Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer

**ARTICLE IV**  
**Time of Performance**

4 01                    It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective on the 1st day of January, 1999

**ARTICLE V**  
**Termination**

5 01                    It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1999, and must be renewed annually thereafter

5.02 It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below.

County of Austin  
County Courthouse  
1 East Main  
Bellville, Texas 77418  
Attention: County Judge

County of Fort Bend  
Travis Building  
301 Jackson, 7th Floor  
Richmond, Texas 77469  
Attention: County Judge

#### **ARTICLE VI**

#### **Laws, Statutes and Ordinances**

6.01 The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

#### **ARTICLE VII**

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 23rd day of December, 1998, in duplicate originals by order of Commissioners Court of Austin County.

COUNTY OF AUSTIN

By: Carolyn Bilski  
Carolyn Bilski  
County Judge

ATTEST

Carrie Gregor  
Carrie Gregor  
County Clerk

SIGNED on this 27th day of April, 19 99 in duplicate originals by order of Commissioners Court of Fort Bend County

COUNTY OF FORT BEND

By: J. C. R.  
Fort Bend County Judge

ATTEST

Quilson  
Fort Bend County Clerk

STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE  
THE PRIMARY INTERLOCAL AGREEMENT BETWEEN  
FORT BEND COUNTY AND COUNTY OF AUSTIN**

On this the 27<sup>th</sup> day of April, 1999, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Meyers, duly put and carried,

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

STATE OF TEXAS §

COUNTY OF FORT BEND §

**PRIMARY INTERLOCAL AGREEMENT BETWEEN THE  
COUNTY OF FORT BEND AND THE COUNTY OF AUSTIN**

This interlocal agreement, in compliance with Chapter 791 of the Texas Government Code, i.e , the Interlocal Cooperation Act, is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Austin, hereinafter referred to as "Austin County"

**WHEREAS**, Austin County desires Fort Bend's assistance on projects to perform governmental functions and services within Austin County; and Austin County desires to assist Fort Bend on county projects to perform governmental functions and services within the County of Fort Bend; and,

**WHEREAS**, Fort Bend desires to assist Austin County on projects to perform governmental functions and services within Austin County; and, Fort Bend desires Austin County's assistance on county projects to perform governmental functions and services within the County of Fort Bend; and

**WHEREAS**, as required by Section 791.011(d)(1), both the governing body of Austin County has duly authorized this Agreement; and the governing body of Fort Bend has duly authorized this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

Fort Bend will assist Austin County with projects within the County on a "project by project" basis during the calender year of 1999.

Austin County will assist Fort Bend with county projects within the County on a "project by project" basis during the calender year of 1999.

Each project will be undertaken with prior written approval by both parties given in a separate contract, describing the project and identifying its location (Government Code 791 014(b)(1-3)), with the clear exception being an emergency involving the public

Written approval must be obtained before beginning a project to construct, improve, or repair a building, road or other facility (Government Code 791.014(a)).

**I.**

**COMPENSATION**

An interlocal contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract.

**II.**

**CURRENT REVENUES**

All future projects' agreements must state that the payments made under this agreement will come from current revenues available to the paying party. (Government Code 791.011(d)(3)).

**III.**

**INDEMNIFICATION**

Austin County agrees, to the extent allowed by law, to indemnify and hold Fort Bend County harmless with respect to any claim, demand or suit commencing during the time of Fort Bend's performing the requested services or after the services made the subject of this agreement are completed.

Fort Bend County agrees, to the extent allowed by law, to indemnify and hold Austin County harmless with respect to any claim, demand or suit commencing during the time of Fort Bend's performing the requested services or after the services made the subject of this agreement are completed.

**IV.**

**TERM**

Either party may terminate, with or without cause, by giving at least 10 days written notice to the other party. This agreement will renew annually, unless terminated by either party.

**V.**

**MISCELLANEOUS**

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Agreement will begin on the date approved by both parties in writing.

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

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners' Court and submitted to the following representative:

Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge James C. Adolphus

Notices to County of Austin shall be delivered to:

County of Austin  
Ron Dille  
Austin County EMS  
1 East Main  
Bellville, Texas 77418

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

COUNTY OF AUSTIN

By

Carolyn Bilski

County Judge

Date:

4/12/99

ATTEST.

Carrie Guger  
County Clerk

FORT BEND COUNTY

By

James C. Adolphus

James C. Adolphus, County Judge

Date:

4-27-99

ATTEST:

Dianne Wilson  
Dianne Wilson, County Clerk



STATE OF TEXAS

§

COUNTY OF FORT BEND

§

**PRIMARY INTERLOCAL AGREEMENT BETWEEN THE  
COUNTY OF FORT BEND AND THE COUNTY OF AUSTIN**

This interlocal agreement, in compliance with Chapter 791 of the Texas Government Code, i.e., the Interlocal Cooperation Act, is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Austin, hereinafter referred to as "Austin County"

**WHEREAS**, Austin County desires Fort Bend's assistance on projects to perform governmental functions and services within Austin County; and Austin County desires to assist Fort Bend on county projects to perform governmental functions and services within the County of Fort Bend; and,

**WHEREAS**, Fort Bend desires to assist Austin County on projects to perform governmental functions and services within Austin County; and, Fort Bend desires Austin County's assistance on county projects to perform governmental functions and services within the County of Fort Bend; and

**WHEREAS**, as required by Section 791.011(d)(1), both the governing body of Austin County has duly authorized this Agreement; and the governing body of Fort Bend has duly authorized this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

Fort Bend will assist Austin County with projects within the County on a "project by project" basis during the calendar year of 1999.

Austin County will assist Fort Bend with county projects within the County on a "project by project" basis during the calendar year of 1999.

Each project will be undertaken with prior written approval by both parties given in a separate contract, describing the project and identifying its location (Government Code 791.014(b)(1-3)), with the clear exception being an emergency involving the public.

Written approval must be obtained before beginning a project to construct, improve, or repair a building, road or other facility. (Government Code 791.014(a)).

**I.**  
**COMPENSATION**

An interlocal contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract.

**II.**  
**CURRENT REVENUES**

All future projects' agreements must state that the payments made under this agreement will come from current revenues available to the paying party. (Government Code 791.011(d)(3)).

**III.**  
**INDEMNIFICATION**

Austin County agrees, to the extent allowed by law, to indemnify and hold Fort Bend County harmless with respect to any claim, demand or suit commencing during the time of Fort Bend's performing the requested services or after the services made the subject of this agreement are completed.

Fort Bend County agrees, to the extent allowed by law, to indemnify and hold Austin County harmless with respect to any claim, demand or suit commencing during the time of Fort Bend's performing the requested services or after the services made the subject of this agreement are completed.

**IV.**  
**TERM**

Either party may terminate, with or without cause, by giving at least 10 days written notice to the other party. This agreement will renew annually, unless terminated by either party.

**V.**  
**MISCELLANEOUS**

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Agreement will begin on the date approved by both parties in writing.

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

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners' Court and submitted to the following representative:

Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge James C. Adolphus

Notices to County of Austin shall be delivered to:

County of Austin  
Ron Dille  
Austin County EMS  
1 East Main  
Bellville, Texas 77418

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

**COUNTY OF AUSTIN**

By: Carolyn Bilski  
County Judge  
Date: 4/12/99

ATTEST:  
[Signature]  
County Clerk  
[Signature]  
Deputy

**FORT BEND COUNTY**

By: [Signature]  
James C. Adolphus, County Judge  
Date: 4-27-99

ATTEST:  
[Signature]  
Dianne Wilson, County Clerk

STATE OF TEXAS \*

COUNTY OF TEXAS \*

**INTERLOCAL AGREEMENT FOR  
EMERGENCY MEDICAL SERVICES BETWEEN  
THE COUNTY OF AUSTIN AND THE COUNTY OF FORT BEND**

The Interlocal Agreement, made and entered into between the **COUNTY OF AUSTIN** acting by and through its duly authorized Commissioners Court, hereinafter referred to as "**AUSTIN COUNTY**" and the **COUNTY OF FORT BEND**, organized and existing under virtue of the laws of the **STATE OF TEXAS**, hereinafter referred to as "**FORT BEND COUNTY**", acting herein by and through its duly authorized governing body, WITNESSETH

**WHEREAS**, from time to time, situations arise demanding the combined efforts of two or more emergency medical services to provide service in the area of **AUSTIN COUNTY** and **FORT BEND COUNTY** and,

**WHEREAS**, this Agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V T C A., the Interlocal Cooperation Act ,

**WHEREAS**, the governing body of **AUSTIN COUNTY** and **FORT BEND COUNTY** desire to improve the provisions of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Chapter 791 of the Texas Government Code, V T.C A., the Interlocal Cooperation Act , and,

**WHEREAS**, **AUSTIN COUNTY** and **FORT BEND COUNTY** , pursuant to the provisions of Chapter 791 of the Texas Government Code, V T C.A. , the Interlocal Civil Statue, have determined that it would be in the best interest of **AUSTIN COUNTY** and **FORT BEND COUNTY** and the citizens and inhabinets thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical devices of **AUSTIN COUNTY** and **FORT BEND COUNTY** , and,

**WHEREAS**, **AUSTIN COUNTY** and **FORT BEND COUNTY** desire to enter into a Mutual Aid Agreement of the provisions of emergency medical services ,

**NOW, THEREFORE,** it is mutually agreed by and between **AUSTIN COUNTY,** acting herein by and through its duly authorized Commissioners Court, and **FORT BEND COUNTY,** acting herein by and through its duly authorized governing body, as follows

**ARTICLE I**  
**Scope of Services**

**1.01           Services in General**

**AUSTIN COUNTY and FORT BEND COUNTY** agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this Agreement, shall retain the same powers, duties, rights, privileges and immunities as if it were performing its duties in **AUSTIN COUNTY and FORT BEND COUNTY** in which it normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel time.

**1.02           Standard of Services**

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

**ARTICLE II**  
**Remuneration**

**2.01           Reimbursement for Services**

**AUSTIN COUNTY and FORT BEND COUNTY** shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated, or a third party, and shall be based upon usual costs assigned for this service.

Each party to this Agreement shall be responsible for its own costs and expenses

### **ARTICLE III**

#### **Liability**

3.01 **FORT BEND COUNTY** agrees to indemnify and hold **AUSTIN COUNTY** harmless with respect to any claim, demand, or suit based upon any response by **AUSTIN COUNTY EMERGENCY MEDICAL SERVICES** arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that **AUSTIN COUNTY EMERGENCY MEDICAL SERVICES** is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, **AUSTIN COUNTY** will hold **FORT BEND COUNTY** harmless and indemnify **FORT BEND COUNTY** from costs incurred

3.02 It is understood that liability to all parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situations

3.03 It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food lodging or other compensation, or expenses of personnel of another parties Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer

### **ARTICLE IV**

#### **Time of Performance**

4.01 It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective on the 1st day of January, 1999

### **ARTICLE V**

#### **Termination**

5.01 It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1999, and must be renewed annually thereafter.

5 02           It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below

County of Austin  
County Courthouse  
1 East Main  
Bellville, Texas 77418  
Attention County Judge

County of Fort Bend  
Travis Building  
301 Jackson, 7th Floor  
Richmond, Texas 77469  
Attention County Judge

**ARTICLE VI**  
**Laws, Statutes and Ordinances**

6 01           The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

**ARTICLE VII**

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 23rd day of December, 1998, in duplicate originals by order of Commissioners Court of Austin County.

COUNTY OF AUSTIN

By: Carolyn Bilski  
Carolyn Bilski  
County Judge

ATTEST

Carrie Gregor  
Carrie Gregor  
County Clerk

SIGNED on this 27<sup>th</sup> day of April, 1999 in duplicate originals by order of Commissioners Court of Fort Bend County

COUNTY OF FORT BEND

By: J. C. R.  
Fort Bend County Judge

ATTEST

Quibon  
Fort Bend County Clerk



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

DATE SUBMITTED: 4/13/99

SUBMITTED BY: Travis Boeker

AGENDA

DEPARTMENT: Fairgrounds

ITEM

COURT AGENDA DATE: 4/27/99

PHONE NO.: 281-342-6171

#

**SUMMARY OF ITEM:**

Consider approving Invoice #1 in the amount of \$1,500.00 from Don A. Hartfiel for architectural services for the Fairgrounds caretaker's living quarters.

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 _____ agcy _____ 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 (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)

**Instructions for submitting an Agenda Request:**

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

**RECOMMENDATION / ACTION REQUESTED:**

Consider approving Invoice #1 in the amount of \$1,500.00 from Don A. Hartfiel for architectural services for the Fairgrounds caretaker's living quarters.

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

# 14A

DATE SUBMITTED: 4-20-99

SUBMITTED BY: Roman Bohachevsky

AGENDA

COURT AGENDA DATE: 4-27-99

DEPARTMENT: LIBRARY

ITEM

PHONE NO.: 341-2637

#

**SUMMARY OF ITEM:**

Consider approving addendum #4 to architectural services agreement with Hermes Reed Architects in the amount of \$36,582.01; and consider approving invoice #H903001 in the amount of \$36,582.01 for the Sugar Land Branch Library Project.

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

LIST SUPPORTING DOCUMENTS ATTACHED: Agreement Addendum #4 & Invoice #H903001

**FINANCIAL SUMMARY:**

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes ☒ (X) No ( ) N/A ( )

One Time ☒ (X)

Funding Source:

Recurring ( )

fund 250 agcy 030 Object 7015

N/A ( )

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

CC with back up:

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

**Instructions for submitting an Agenda Request:**

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

**RECOMMENDATION / ACTION REQUESTED:**

Consider approving addendum #4 to architectural services agreement with Hermes Reed Architects in the amount of \$36,582.01; and consider approving invoice #H903001 in the amount of \$36,582.01 for the Sugar Land Branch Library Project.

5-12-99 Sent original Addendum to Library.

THE STATE OF TEXAS     §

COUNTY OF FORT BEND §

**FOURTH ADDENDUM TO ARCHITECTURAL SERVICES AGREEMENT**

This Addendum is entered into by and between Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners' Court ("County") and Hermes Reed Architects, a corporation authorized to conduct business in the State of Texas, hereinafter referred to as "Architect".

**WITNESSETH**

**THAT WHEREAS**, the parties have entered into an Agreement for architectural services and Addendum of even date herewith, a copy of which is attached as Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" and incorporated herein for all purposes, and,

**WHEREAS**, the parties desire to add to, delete or amend certain portions of the Agreement,

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties agree as follows

**I.  
TERM**

**1.01** This Agreement shall commence on the date the last party signs the Addendum and shall continue until December 31, 1999.

**II.  
ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

**2.01** The parties agree to additional architectural and engineering services to the Sugar Land Branch Library as follows

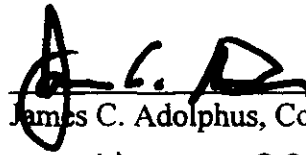
Increase scope and size of Sugar Land Library Building,  
Additional architectural and engineering services

Total Amount for additional services                      \$36,582.01

All other terms and conditions of Exhibit "A", Exhibit "B" Exhibit "C" and Exhibit "D" shall remain in full force and effect.

**FORT BEND COUNTY**

By



James C. Adolphus, County Judge

Date:

4-27-99

ATTEST



Dianne Wilson, County Clerk

**HERMES REED ARCHITECT**

By



Date

4/13/99

**AUDITOR'S CERTIFICATION**

I hereby certify that funds are available in the amount of \$36,582 01 to pay the obligation of Fort Bend County under and within the foregoing contract



Robert Grayless, Auditor

STATE OF TEXAS           §  
                                     §  
COUNTY OF FORT BEND §

## **AGREEMENT FOR ARCHITECTURAL SERVICES**

**THIS AGREEMENT** is made, entered into and executed by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter called "**County**", and Hermes Reed Architects, a Texas Corporation, hereinafter called "**Architect**".

**WHEREAS**, the **County** desires Architectural Services for the design and construction of the new Sugar Land Branch Library, Sugar Land, Texas; and

**WHEREAS**, the **Architect** represents that it is fully capable of making and qualified to provide the architectural services, and

**WHEREAS**, the **County** desires the design of said Library to be in compliance with the Americans with Disabilities Act, and

**WHEREAS**, **Architect** wishes to provide all of the labor, materials, permits and architectural drawings and services for said new construction, in compliance with the Fort Bend County ADA Committee guidelines

**WHEREAS**, this Agreement for Architectural Services is exempt from competitive bidding pursuant to Chapter 262, Texas Local Government Code.

**NOW THEREFORE**, the parties hereby agree as follows.

### **SECTION I SCOPE OF AGREEMENT**

The **Architect** agrees to perform certain professional architectural services in connection with the Library, as defined in Exhibit "A" attached hereto and made a part hereof, hereinafter sometimes called "Scope of Work." and for having rendered such services, the **County** agrees to pay to the **Architect** compensation as stated in the sections to follow.

### **SECTION II CHARACTER AND EXTENT OF SERVICES**

The **Architect** shall render the professional services in connection with the Library as defined in Exhibit "A" attached hereto. The **County** shall be the absolute and unqualified owner of all studies, reports, analyses, determinations, recommendations, and other documents prepared pursuant to this agreement with the same force and effect as if the **County** has prepared the same.

### **SECTION III TIME FOR PERFORMANCES**

**Architect** agrees to prosecute the work to be performed hereunder diligently and to complete the design of the Library, including all services called for in Exhibit "A" attached hereto, within 750 days from the date of execution of this Agreement. Upon written request of the **Architect**, the **County** may grant time extensions to the extent of any delays caused by the **County** or other agencies with whom the work must be coordinated and over whom the **Architect** has no control.

### **SECTION IV COMPLIANCE AND STANDARDS**

The **Architect** agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural profession to comply with all applicable federal, state, and local laws, ordinances, permitting requirements, rules, and regulations relating to the work to be performed hereunder and to the architectural performance. Specifically, the work described herein shall, to the best of our knowledge and belief, comply with any and all requirements of the Americans with Disabilities Act of 1990, 42USC, Section 12101 et. seq.

The **Architect** agrees to indemnify and hold the **County** harmless from each and every claim, demand, suit, action, proceeding, lien or judgment, and **County** costs of defense against same (including the **County's** reasonable attorney's fees and Court's costs) caused by or arising out of or in connection with the negligent acts, errors or omissions of the **Architect** or **Architect's** subcontractors.

In the performance of work pursuant to this Agreement, **Architect** shall be and is hereby deemed an independent contractor and any of its employees, agents or subcontractors performing work hereunder shall be deemed solely to be the employees, agents and subcontractors of **Architect**.

### **SECTION V THE ARCHITECT'S COMPENSATION**

For and in consideration of the services rendered by the **Architect** pursuant to Exhibit "A" of this Agreement, the **County** shall pay to the **Architect** a sum not to exceed \$175,600.00

The architectural fees shall not be paid to the **Architect** until the Branch Library Building Committee approves same

## **SECTION VI TIME OF PAYMENT**

A. Payment by the County to the Architect during the performance of Exhibit "A" shall be made according to the performances listed.

B The Architect shall submit to the County by the 15th day of the month an invoice with accompanying statement of work performed in the previous month. The County shall upon acceptance of the invoice and the statement of work performed, pay to the Architect the full amount of the invoice

## **SECTION VII TERMINATION**

The County or the Architect may terminate this Agreement at any time by thirty (30) days notice in writing to the other party. Upon receipt of such notice, the Architect shall discontinue all services in connection with the performances of this agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement and such cancellation would be in the best interest of the County. As soon as practicable after receipt of notice of termination, the Architect shall submit a sworn statement showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Architect that proportion of the prescribed charges for those services which were actually performed under this Agreement, less such payments on account thereof that have been previously made. Copies of all completed or partially completed designs, maps, studies, and other work product prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

## **SECTION VIII ADDRESS FOR NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the Architect at the following address:

Hermes Reed Architects  
7915 Westglen  
Houston, Texas 77063  
Attn: Kenneth L. English  
Phone: 713 785-3644  
Fax.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the County at the following address:

Fort Bend County  
301 Jackson, 7th Floor  
Richmond, Texas 77469  
Attn: Michael D. Rozell, County Judge  
Phone: (713) 341-8608  
Fax: (713) 341-8609

With copies to: Ben W. "Bud" Childers  
County Attorney  
301 Jackson, Suite 621  
Richmond, Texas 77469  
Phone (713) 341-4555  
Fax (713) 341-4557

#### **SECTION IX SUCCESSORS AND ASSIGNS**

Neither the County nor the Architect shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating an personal liability on the party of any officer or agent of any public body which may be a party hereto

#### **SECTION X COPYRIGHT**

Architect does hereby grant to County the royalty-free to reproduce all material furnished by Architect to County under the terms of this Agreement.

#### **SECTION XI INSURANCE**

Architect shall provide the County, prior to commencement of work pursuant to the Agreement with evidence of insurance satisfactory to the County. In this regard, Architect shall provide the County's Risk Management / Insurance Department with satisfactory documentation of such coverage.



**SECTION XII  
MODIFICATIONS**

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**FORT BEND COUNTY, TEXAS**

By: Mike D. Rozell  
Michael D. Rozell, County Judge

ATTEST  
Dianne Wilson  
Dianne Wilson, County Clerk

Date 12-10-96

**HERMES REED ARCHITECTS**

By: Stephen H. Reed

Title SR. VICE PRESIDENT

Date 11-26-96

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Grayless  
Robert Grayless, County Auditor

## **EXHIBIT "A"**

### **I. ARCHITECT'S RESPONSIBILITIES**

#### **A. Architect's Services**

1. The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles II and III of this Exhibit "A" for a new, approximately 18,000 square foot branch library building (including furniture, furnishings, and equipment) and related site work located at 550 Eldridge Road, Sugar Land, Texas for Fort Bend County, Texas

### **II. SCOPE OF ARCHITECT'S BASIC SERVICES**

#### **A. Definition**

- 1 The Architect's Basic Services consist of those described in Paragraphs B through F and any other services identified as part of Basic Services, and include normal civil, landscape, structural, mechanical and electrical engineering services. Also included are the services of a Library Consultant, the design of the storm water detention facility, and a production of a color architectural rendering

#### **B Schematic Design Phase**

- 1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner
2. The Architect shall provide a preliminary evaluation of the Owner's program schedule and construction budget requirements, each in terms of the other subject to the limitations set forth in Subparagraph V B
3. The Architect shall review with the Owner alternative approaches to design and construction of the Project
- 4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components
- 5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs

#### **C. Design Development Phase**

- 1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, landscape, structural, mechanical and electrical systems, materials and such other elements as may be appropriate

2. The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

**D. Construction Documents Phase**

- 1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
2. The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- 3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions
- 4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project

**E. Bidding or Negotiation Phase**

- 1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction

**F. Construction Phase - Administration of the Construction Contract**

- 1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work
- 2 The Architect shall provide administration of the Contract for Construction as set forth below
- 3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld
- 4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed

and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work.

- 6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.
- 9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.
- 10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph II, F, 5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent test and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or

not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

- 12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given at the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs III, C, 1 and III, C, 3 for the Owner's approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
- 14 The Architect shall conduct site visits to determine the date or dates of Substantial Completion and the date of final completion. shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 15 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
- 16 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 17 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor.

relating to the execution or progress of the Work as provided in the Contract Documents

### **III. ADDITIONAL SERVICES**

#### **A. General**

- 1 The services described in this Article III are not included in the Basis Services unless so identified in Exhibit "B" of the Agreement for Architectural Services, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basis Services. The services described under Paragraphs III, B and III, D shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph III, C are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph III, C are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide these services.

#### **B. Project Representation Beyond Basic Services**

- 1 If more extensive representation at the site than is described in Subparagraph II, F, 5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- 2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect.
- 3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

#### **C. Contingent Additional Services**

- 1 Making revisions in Drawings, Specifications or other documents when such revisions are
  - a inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget
  - b required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
  - c due to changes required as a result of the Owner's failure to render decisions in a timely manner
- 2 Providing services required because of significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or

the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph V, B, 5.

3. Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.
4. Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
5. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
6. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance or either the Owner or Contractor under the Contract for Construction
7. Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.
8. Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.
9. Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase

**D. Optional Additional Services**

1. Providing analyses of the Owner's needs and programming the requirements of the Project
2. Providing financial feasibility or other special studies
3. *Providing planning surveys, site evaluations or comparative studies of prospective sites*
4. *Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project*
5. Providing services relative to future facilities, systems and equipment
6. Providing services to verify the accuracy of drawings or other information furnished by the Owner
7. Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner
8. Providing services in connection with the work of a construction manager or separate consultants retained by the Owner

9. Providing detailed estimates of Construction Cost.
10. Providing detailed quantity surveys or inventories of material, equipment and labor.
11. Providing analyses of owning and operating costs.
12. Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
13. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
14. Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work
15. Providing services of consultants for other than civil, landscape, architectural, library, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services
16. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice



**EXHIBIT "B"**

**SCHEDULE OF ARCHITECT'S COMPENSATION**

**ARCHITECT'S BASIC SERVICES FEE (EXHIBIT "A", PARAGRAPH II)**

The fee for Basic Services is based on eight percent (8%) of an estimated construction cost of \$1,995,000 including furniture, furnishings, and equipment.

**Basic Services Fee:     \$159,600.00**

**REIMBURSABLE EXPENSES ALLOWANCE:     \$16,000.00**

**TOTAL ARCHITECT'S COMPENSATION:     \$175,600.00**

STATE OF TEXAS           §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE  
AGREEMENT WITH HERMES REED ARCHITECTS**

On this the 10 day of December, 1996, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Pressley, seconded by Commissioner Prestage, duly put and carried:

**IT IS ORDERED** that the Fort Bend County Judge be and is hereby authorized to execute the Agreement with Hermes Reed Architects for the design and construction of the Sugar Land Branch Library. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS     §

COUNTY OF FORT BEND §

**ADDENDUM TO ARCHITECTURAL SERVICES AGREEMENT**

This Addendum is entered into by and between Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners' Court ("County") and Hermes Reed Architects, a corporation authorized to conduct business in the State of Texas, hereinafter referred to as "Architect"

**WITNESSETH**

THAT WHEREAS, the parties have entered into an Agreement for architectural services of even date herewith, a copy of which is attached as Exhibit "A" and incorporated herein for all purposes; and,

WHEREAS, the parties desire to add to, delete or amend certain portions of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows

**I.**

**TERM**

1.01 This Agreement shall commence on the date the last party signs the Addendum and shall continue until December 10, ~~1998~~.

**II.**

**ADDITIONAL ARCHITECTURAL SERVICES**

2.01 The parties agree to additional architectural services to the Sugar Land Branch Library as follows.

- a. Rendering of History Wall in library meeting room at \$600.00
- b. Engineering changes to plans at \$11,057.50
- c. JNS Consulting Engineers at \$2,552.50

All other terms and conditions of Exhibit "A" shall remain in full force and effect.

FORT BEND COUNTY

By:

Mike D. Rozell  
Michael D. Rozell, County Judge

Date:

8/25/98

ATTEST

Dianne Wilson

Dianne Wilson, County Clerk

HERMES REED ARCHITECT

By:

Ken Engle

Date

8/20/98

AUDITOR'S CERTIFICATION

I hereby certify that funds are available in the amount of \$14,210.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless

Robert Grayless, Auditor

THE STATE OF TEXAS     §

COUNTY OF FORT BEND   §

**SECOND ADDENDUM TO ARCHITECTURAL SERVICES AGREEMENT**

This Addendum is entered into by and between Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners' Court ("County") and Hermes Reed Architects, a corporation authorized to conduct business in the State of Texas, hereinafter referred to as "Architect".

**WITNESSETH**

**THAT WHEREAS**, the parties have entered into an Agreement for architectural services and Addendum of even date herewith, a copy of which is attached as Exhibit 'A' and Exhibit 'B' and incorporated herein for all purposes, and,

**WHEREAS**, the parties desire to add to, delete or amend certain portions of the Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties agree as follows

**I.**

**TERM**

1.01 This Agreement shall commence on the date the last party signs the Addendum and shall continue until December 31, 1999, ~~1998~~.

**II.**

**ADDITIONAL ARCHITECTURAL SERVICES**

2.01 The parties agree to additional architectural services to the Sugar Land Branch Library as follows

- a. \$5,200.00 change to plans - HVAC equipment (Inv #H809034 - 8/21/98)
- b. \$6,843.21 reimbursables due to re-bid (Inv #H807059 - 7/31/98)
- c. \$5,000.00 allowance for future reimbursables

All other terms and conditions of Exhibit "A" and Exhibit "B" shall remain in full force and effect.

**FORT BEND COUNTY**

By

Mike D. Rozell

Michael D. Rozell, County Judge

Date

10/27/98

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

**HERMES REED ARCHITECT**

By

Herma Reed

Date

10/15/98

**AUDITOR'S CERTIFICATION**

I hereby certify that funds are available in the amount of \$17,043.21 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless

Robert Grayless, Auditor

THE STATE OF TEXAS     §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE  
2<sup>nd</sup> ADDENDUM TO AGREEMENT BETWEEN FORT BEND COUNTY  
AND HERMES REED ARCHITECT**

On this the 27th day of October, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage duly put and carried,

**IT IS ORDERED** that the Fort Bend County Judge is hereby authorized to execute the 2<sup>nd</sup> Addendum to Agreement with Hermes Reed Architect for Sugar Land Branch Library. Said Agreement is incorporated herein for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS     §

COUNTY OF FORT BEND §

**THIRD ADDENDUM TO ARCHITECTURAL SERVICES AGREEMENT**

This Addendum is entered into by and between Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners' Court ("County") and Hermes Reed Architects, a corporation authorized to conduct business in the State of Texas, hereinafter referred to as "Architect"

**WITNESSETH**

**THAT WHEREAS**, the parties have entered into an Agreement for architectural services and Addendum of even date herewith, a copy of which is attached as Exhibit "A", Exhibit "B" and Exhibit "C" and incorporated herein for all purposes, and,

**WHEREAS**, the parties desire to add to, delete or amend certain portions of the Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties agree as follows

**I.**

**TERM**

**1.01** This Agreement shall commence on the date the last party signs the Addendum and shall continue until December 31, 1999

**II.**

**ADDITIONAL ENGINEERING SERVICES**

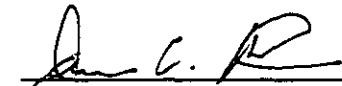
**2.01** The parties agree to additional engineering services to the Sugar Land Branch Library as follows

Change request for work due to rebidding of the Sugarland Library facility in the amount of \$19,362.50



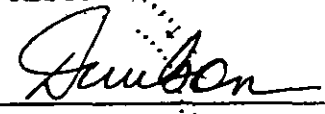
All other terms and conditions of Exhibit "A", Exhibit "B" and Exhibit "C" shall remain in full force and effect.

**FORT BEND COUNTY**

By:   
~~Michael D. Rozell~~, County Judge  
James C. Adolphus

Date 2-9-99

ATTEST:

  
Dianne Wilson, County Clerk

**HERMES REED ARCHITECT**

By: 

Date 12/4/98

**AUDITOR'S CERTIFICATION**

I hereby certify that funds are available in the amount of \$19,362.50 to pay the obligation of Fort Bend County under and within the foregoing contract.

  
Robert Grayless, Auditor

THE STATE OF TEXAS     §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE  
THE 3<sup>RD</sup> ADDENDUM TO AGREEMENT BETWEEN FORT BEND COUNTY  
AND HERMES REED ARCHITECTS**

On this the 9<sup>th</sup> day of February, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge is hereby authorized to execute the 3<sup>rd</sup> Addendum to Agreement with Hermes Reed Architects for work required at Sugarland Branch Library Said agreement is attached herein for all purposes as though fully set forth herein word for word.

#15

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

DATE SUBMITTED. 4/14/99  
COMMISSIONERS COURT AGENDA FOR: 4/27/99

DEPT SUBMITTED BY: County Attorney for Road & Bridge  
DEPT PHONE NO. 281-341-4556

**SUMMARY OF ITEM:**

**Consider approval of renewal Agreement between Fort Bend County and Stephen A. Doggett and Mary Dale Dozier for Fort Bend County Road & Bridge storage of road and bridge materials.**

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

**LIST SUPPORTING DOCUMENTS ATTACHED:** yes  
(Back-up documentation must be attached for consideration)

**FINANCIAL SUMMARY.**

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

**Original form submitted with back up to County Judge's Office:** Yes: ( x )

**CC with back up:**

Auditor	(281-341-3774)	Comm. Pct. 1	(281-344-0587)
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) yes

**Instructions for submitting an Agenda Request:**

- 1 Completely fill out agenda form, incomplete forms will not be processed
- 2 Fax or inter-office copies of agenda form with all back-up information by Wednesday at 2 00 p m to the departments listed above
- 3 All original back-up must be received in the County Judge's Office by 2.00 p.m. on Wednesday.

**RECOMMENDATION / ACTION REQUESTED**

5-12-99 Sent original Agreement to Co. Attorney.

STATE OF TEXAS           §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE  
LEASE AGREEMENT BETWEEN FORT BEND COUNTY  
AND  
STEPHEN A. DOGGETT AND MARY DALE DOZIER**

On this the 27<sup>th</sup> day of April, 1999, the Commissioners Court of Fort  
Bend County, Texas, upon motion of Commissioner O'Shieles, seconded by  
Commissioner Meyers, duly put and carried,

**IT IS ORDERED** that the Fort Bend County Judge be and is hereby authorized to execute  
the Lease Agreement between Fort Bend County and Stephen A. Doggett and Mary Dale Dozier  
Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein  
word for word.

STATE OF TEXAS           §

COUNTY OF FORT BEND §

**LEASE AGREEMENT**

This Agreement is made between **Stephen A. Doggett and Mary Dale Dozier** as Lessors,  
and **Fort Bend County** as Lessee

- 1      Lessors lease to Fort Bend County 1 building and 2 one acre lots for the purpose of storing road and bridge material needed for the area. Property is more particularly described on the attached Exhibit "A"
2.     The lease is for a period of 12 months beginning **January 1, 1999** and ending on **December 31, 1999**
- 3      The monthly payment of rent shall be in 12 equal installments of \$300.00
- 4      Either party may terminate this lease upon thirty (30) days written notice to the other. In the event of termination any unearned rentals shall be prorated and refunded to Fort Bend County
- 5      Lessee shall take good care of the leased premises and will return the property to Lessor in as good a condition as at the beginning of the lease, reasonable wear and tear excepted
- 6      In the event any improvements are made to the property by Lessee, the improvements shall become the property of Lessors and shall not be removed from the premises during the term of the lease or upon termination of the lease. No improvements shall be made to the premises without the permission of lessor. Permission may be written or oral
- 7      Lessee may not assign or sublet the premises
- 8      Lessors are given the right to enter the premises to inspect same
- 9      Lessors are under no duty to maintain or rebuild any improvements to the property, and should any such improvements be destroyed, there will be no abatement or reduction of the rent
- 10     Lessors are not liable for any loss or damages to any property of Lessee on the premises

- 11 Lessee accepts the premises in their present condition. Lessee shall keep the premises in a clean and respectable condition and will comply with all city, county, or state regulations or requirements
- 12 Lessors shall not be liable to Lessee or its agents or employees or to any other person for any injury, loss or damage to any person or property in or upon the property and Lessee shall be liable for any liability which may be incurred to anyone on said premises. To the extent allowed by law, Lessee further agrees to indemnify Lessors against any liability to Lessee as to any third persons on said property

**SIGNED** on the dates shown by our signatures below

**LESSORS**

By *Ava Lynn Dozier*  
Ava Lynn Dozier

Date 4-11-99

By *Stephen A. Doggett*  
Stephen A. Doggett

Date 4-13-99

By *James Roy Dozier*  
James Roy Dozier

Date 4/10/99

**LESSEE: FORT BEND COUNTY**

By *James C. Adolphus*  
James C. Adolphus, County Judge

Date 4-27-99

ATTEST

*Dianne Wilson*  
Dianne Wilson, County Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$3600.00 to pay the obligation of Fort Bend County under and within the foregoing contract

*Robert Grayless*  
Robert Grayless, Auditor

EXHIBIT "A"

All that certain tract of land, containing 2 acres lying between the town of Fulshear and a 50 acre tract owned by Ben Branch and out of the Northwest part of a 976 acre tract of land bequeathed to Mrs. E. S. Wilson by Churchill Fulshear, Jr., deceased, as will be seen of record in Book Y, Page 234 to 340 of the records of Deeds of Fort Bend County, Texas, and being more particularly described by mates and bounds as follows:

BEGIN at a stake set in the East line of a 50 acre tract deeded by said Churchill Fulshear to Whitaker Bains and now owned by Ben Branch, said stake is 490' North  $4\frac{1}{2}^{\circ}$  East from an iron set at the head of a gully as described in said 50 acre tract and as described in the above referred to bequest to Mrs. E.S. Wilson as of record:  
THENCE from said stake North  $4\frac{1}{2}^{\circ}$  East (with magnetic variation  $7\frac{1}{2}^{\circ}$ ) following said East line 159' to an iron stake set at the Southwest corner of a  $2\frac{1}{2}$  acre tract deeded by Mrs. E.S. Wilson to Wm.Branch;  
THENCE North  $84\frac{1}{2}^{\circ}$  East with his South line 546' to an iron stake set at his Southwest corner and in the West line of Block No.25, this iron stake is 30' South  $84\frac{1}{2}^{\circ}$  West and 175 $\frac{1}{4}$ ' South  $5\frac{1}{2}$  East from the Northwest corner of said town;  
THENCE South  $5\frac{1}{2}^{\circ}$  East parallel to West line of said town and following said West line of Public Road 158 $\frac{1}{2}$ ' to a stake;  
THENCE South  $84\frac{1}{2}^{\circ}$  West 552 $\frac{1}{2}$ ' to the PLACE OF BEGINNING and containing two (2) acres.

16/7

SUMMARY OF ITEM: Over \$500.00 refunds as follows:

Norwest Electronic Tax Service - \$611.63	Dennis & Vivian McDowell - \$799.54
Norwest Electronic Tax Service - \$718.78	Norwest Electronic Tax Service - \$522.62
Naresh & Madhu Mittal - \$587.10	Gordon & Barbara Derouen, Sr. - \$624.10
B C & Angie Montgomery - \$509.67	Cendant Mortgage - \$583.72
RENEWAL CONTRACT/AGREEMENT:	Yes ( ) No ( ) Star Bank Mortgage - \$541.22
	Lorene Brenner - \$504.41

LIST SUPPORTING DOCUMENTS ATTACHED:

Request for refunds

FINANCIAL SUMMARY:		
BUDGETED ITEM.	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
fund_____ agcy_____ Object_____	N/A ( )	

<b>Original Form</b> Submitted with back up to County Judge's Office: Yes (✓)					
<b>CC with back up:</b>		Yes	County Clerk	(281-341-8697)	
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)

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:	
Grant Refund	



**MARSHA P. GAINES**  
Fort Bend County Tax Assessor/Collector  
P O Box 399 Richmond, Texas 77406-0399  
(281) 341-3710 Fax (281) 341-9267

98 a/p  
LHS 15,000  
IHS 85,570

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

TAX OFFICE

OFFICIAL TAX RECEIPT

PROPERTY OWNER.

BIGBY JOHN B  
12011 ALSTON DR  
STAFFORD, TX 77477-1505

already had H/S  
3-3-99 CORR  
C3-12-  
N 23 333  
98-1-2-5  
POSTED 01/11/1999  
EFFECTIVE 12/21/1998

Present # 3022

ACCOUNT # 4950-03-029-1300-907  
AS OF 1998 VALUE: \$100,570  
LEGAL THE MEADOWS SEC 3, BLOCK 29,  
LOT 13

CAD # R81947  
EXEMPTIONS HS/DS  
Low # 3011852-685  
RECEIPT # 99012051597  
COLLECTED \$1,140.85

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBC-DF	31.86	.00	.00	31.86
1998	FBC-GF	470.27	.00	.00	470.27
1998	MDWS/PLCE	638.72	.00	.00	638.72
1998	MDWS/PLCE	638.72-	.00	.00	638.72-
1998	MDWS/PLCE	529.22	.00	.00	529.22
1998	MDWS/PLCE	109.50	.00	.00	109.50
1998	FBC-DF	31.86-	.00	.00	31.86-
1998	FBC-DF	31.86	.00	.00	31.86
1998	FBC-GF	470.27-	.00	.00	470.27-
1998	FBC-GF	470.27	.00	.00	470.27

PAID BY:

TOTAL APPLIED TO:

NORWEST ELECTRONIC TAX SERVICE  
P O BOX 9309 485 SW 5TH Street  
DES MOINES, IA 50306-9309  
502-7-7734

LEVY \$1,140.85  
P & I .00  
FEE .00  
TOTAL \$1,140.85

State Property Tax Board  
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector  
Collecting Tax For Fort Bend County  
(Taxing Units)  
P O Box 399, Richmond TX 77408-0399  
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer

IDENTIFICATION OF PROPERTY OWNER

Name Bigby, John B % Norwest Electronic Tax Service  
Address P.O. Box 9309, Des Moines, IA 50306-9309  
Telephone Number (If additional information is needed) 402-311-852-685

IDENTIFICATION OF PROPERTY

Description of Property: The Meadows Sec 3, Block 29, Lot 13  
Address or Location of Property: 12011 Alston Dr  
Account Number of Property: 4950-03-029-1300-907 or Receipt # 99012051597

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1998</u>	<u>12/21/1998</u>	<u>\$1,140.85</u>	<u>\$611.63</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1998 - Credit Disability  
Exemption per Supplement #5

"I hereby apply for the refund of the above described taxes and certify that the information I have  
given on this form is true and correct."

Michael J. Blum  
Signature of Taxpayer

3-12-99  
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND Approval Disapproval

Signature of Authorized Officer

Date

Signature of Presiding Officer(s) of Taxing Unit(s) for  
Refund Applications over \$500

Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the  
following penalties: 1. Imprisonment of not more than 10 years nor less than 2 years and/or a  
fine of not more than \$5000 or both such fine and imprisonment; 2. Confinement in jail for a  
term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth  
in Section 37.10, Penal Code

Refund 31 11

**MARSHA P. GAINES**  
Fort Bend County Tax Assessor/Collector  
P O Box 399 Richmond, Texas 77406-0399  
(281) 341-3710 Fax (281) 341-9267

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

TAX OFFICE

OFFICIAL TAX RECEIPT

POSTED 01/11/1999

PROPERTY OWNER:

EFFECTIVE 12/21/1998

DELEON MICHAEL A  
& MARIE ROBLES  
1405 BRIDLE PATH  
ROSENBERG, TX 77471-2148

ACCOUNT # 6550-01-003-0160-901  
AS OF 1998 VALUE: \$60,960  
LEGAL PECAN PARK SEC 1, BLOCK 3,  
LOT 16

CAD # R108929  
EXEMPTIONS NONE

RECEIPT # 99012052578  
COLLECTED \$718.78

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBC-DF	24.14	.00	.00	24.14
1998	ROSENBERG	338.33	.00	.00	338.33
1998	FBC-GF	356.31	.00	.00	356.31

PAID BY:

TOTAL APPLIED TO:

NORWEST ELECTRONIC TAX SERVICE  
P O BOX 9309  
DES MOINES, IA 50306-9309

LEVY \$718.78  
P & I .00  
FEE .00

TOTAL \$718.78

*En payt. 3-19-99*

*Refd to northwest; Do not send a  
letter. Use refd # 5805 to  
ask Debbie to reissue Refd # 5805 to  
Nations tax acct so we can apply  
to 1998 taxes.*

Frost National Bank  
Member Cullen/Frost Bankers A Family of Texas Banks

MAR 16 1999

MARCH 10, 1999

F  
B  
C MAR 15 1999 T  
A  
C

MARSHA P GAINES  
TAX ASSESSOR AND COLLECTOR  
C/O KODELLE JOHNSON  
FORT BEND COUNTY  
P. O. BOX 399  
RICHMOND, TX 77406-0399

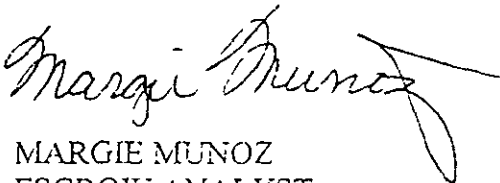
REF MICHAEL A DELEON  
MARIE E ROBLES  
1405 BRIDLE PATH  
#6550-01-003-0160-901

DEAR MS JOHNSON

THE 1998 TAXES WERE PAID BY NORWEST ELECTRONIC TAX SERVICE IN ERROR. MR MICHAEL DELEON HAS BEEN FROST BANK'S CUSTOMER FOR A FEW YEARS AND WE ARE RESPONSIBLE FOR PAYING TAXES FROM CUSTOMER'S ESCROW PLEASE FORWARD REFUND CHECK TO NORWEST ELECTRONIC TAX SERVICE WE PAID TAXES ON THIS PROPERTY ON DECEMBER 10, 1998 IN THE AMOUNT \$718 78 CHECK #017766

IF YOU HAVE ANY QUESTIONS REGARDING THIS MATTER PLEASE DO NOT HESITATE TO CALL ME AT 1-800-633-5439 EXTENSION 56754

SINCERELY,

  
MARGIE MUNOZ  
ESCROW ANALYST

PROPERTY TAX COLLECTIONS FOR:  
FORT BEND COUNTY  
TAX OFFICE

*Ky 2011.11*  
*98 a HK*  
*LHS 95,000*  
*IRS 375,360*

OFFICIAL TAX RECEIPT

PROPERTY OWNER:

MITTAL NARESH K & MADHU  
4026 MONTICELLO DR *Situs*  
SUGAR LAND, TX 77479-3825

SYSTEM CORR.

*3-23*  
FEB 04 1999

*98* SUP # *6*

ACCOUNT # 7800-04-001-0430-907  
AS OF 1998 VALUE: \$470,360  
LEGAL SWEETWATER SEC 4, BLOCK 1,  
LOT 43

POSTED 12/23/1998

EFFECTIVE 12/21/1998

*Receipt # 419*

CAD # R197825  
EXEMPTIONS HS

RECEIPT # 98122032082  
COLLECTED \$2,935.51

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBC-DF	186.26	.00	.00	186.26
1998	FBC-GF	2,749.25	.00	.00	2,749.25
1998	FBC-DF	186.26-	.00	.00	186.26-
1998	FBC-DF	149.01	.00	.00	149.01
1998	FBC-DF	37.25	.00	.00	37.25
1998	FBC-GF	2,749.25-	.00	.00	2,749.25-
1998	FBC-GF	2,199.40	.00	.00	2,199.40
1998	FBC-GF	549.85	.00	.00	549.85

PAID BY:

MITTAL NARESH K & MADHU  
4026 MONTICELLO DR  
SUGAR LAND, TX 77479-3825

TOTAL APPLIED TO

LEVY	\$2,935.51
P & I	.00
FEE	.00
TOTAL	\$2,935.51

State Property Tax Board  
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector  
Collecting Tax For Fort Bend County  
(Taxing Units)  
P O Box 399 Richmond TX 77406-0399  
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer

IDENTIFICATION OF PROPERTY OWNER

Name Mittal, Naresh K & Madhu  
Address 4026 Monticello Dr, Sugar Land, TX 77479-3825  
Telephone Number (If additional information is needed) \_\_\_\_\_

IDENTIFICATION OF PROPERTY

Description of Property Sweetwater Sec 4, Block 1, Lot 43  
Address or Location of Property 4026 Monticello Dr  
Account Number of Property 7800-04-001-0430-907 or Receipt # 98122032082

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1998</u>	<u>12/21/1998</u>	<u>\$2 935 51</u>	<u>\$587 10</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1998 -- Credit Homestead  
Exemption per Supplement #6

"I hereby apply for the refund of the above described taxes and certify that the information I have  
given on this form is true and correct"

[Signature]  
Signature

3/18/99  
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND \_\_\_\_\_ Approval

\_\_\_\_\_ Disapproval

Signature of Authorized Officer \_\_\_\_\_

\_\_\_\_\_ Date

Signature of Presiding Officer(s) of Taxing Unit(s) for  
Refund Applications over \$500 \_\_\_\_\_

\_\_\_\_\_ Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the  
following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a  
fine of not more than \$5000 or both such fine and imprisonment; 2 Confinement in jail for a  
term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth  
in Section 37 10, Penal Code

Refund 31 11

**MARSHA P. GAINES**  
Fort Bend County Tax Assessor/Collector  
P O Box 399 Richmond, Texas 77406-0399  
(281) 341-3710 Fax (281) 341-9267

Ky 509.67  
78 3 L/P  
LHS 25,000  
IHS 77,080

F

Present # 4033

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

TAX OFFICE

OFFICIAL TAX RECEIPT

POSTED 01/14/1999

EFFECTIVE 12/27/1998

PROPERTY OWNER:

MONTGOMERY B C  
& ANGIE F MONTGOMERY  
3907 POINT CLEAR DR *SIMS*  
MISSOURI CITY, TX 77459

SYSTEM CORR.  
3-8-  
FEB 8 4 1999  
98 SUP # 6

ACCOUNT # 5907-00-041-9030-907  
AS OF 1998 VALUE: \$102,080  
LEGAL QUAIL VALLEY GLENN LAKES,  
BLOCK 41 A, LOT 3

CAD # R98945  
EXEMPTIONS HS/DS  
LOAN # 000096172  
RECEIPT # 99012078955  
COLLECTED \$509.67

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBC-DF	32.34	.00	.00	32.34
1998	FBC-GF	477.33	.00	.00	477.33
1998	FBC-DF	32.34-	.00	.00	32.34-
1998	FBC-DF	32.34	.00	.00	32.34
1998	FBC-GF	477.33-	.00	.00	477.33-
1998	FBC-GF	477.33	.00	.00	477.33

PAID BY:

MERCANTILE MORTGAGE *per attached - make*  
221 WEST CHERRY *check payable to*  
NEVADA, MO 64772 *homeowner*

TOTAL APPLIED TO:

LEVY \$509.67  
P & I .00  
FEE .00  
TOTAL \$509.67

COPY

State Property Tax Board  
Tax Refund Application 31 11 (4/82)

## APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector  
Collecting Tax For Fort Bend County  
(Taxing Units)  
P O Box 399, Richmond, TX 77406-0399  
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer.

## IDENTIFICATION OF PROPERTY OWNER:

Name Montgomery B C & Angie F Montgomery % Mercantile Mortgage - Loan #000096172  
Address 221 West Cherry, Nevada, MO 64772  
Telephone Number (If additional information is needed) \_\_\_\_\_

## IDENTIFICATION OF PROPERTY

Description of Property Quail Valley Glenn Lakes, Block 41 A, Lot 3  
Address or Location of Property 3907 Point Clear Dr  
Account Number of Property 5907-00-041-9030-907 or Receipt # 98012078955

## INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1998</u>	<u>12/27/1998</u>	<u>\$509.87</u>	<u>\$509.87</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1998 -- Credit Disability  
Exemption per Supplement #8

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

Mitzi Norman  
Signature

3-8-99  
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND Approval Disapproval

Signature of Authorized Officer

Date

Signature of Presiding Officer(s) of Taxing Unit(s) for  
Refund Applications over \$500

Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment; 2. Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11

*This loan has paid off with us. Please forward this refund directly to borrower. Thank you!*  
*Mitzi Norman*



PROPERTY TAX COLLECTIONS FOR:  
FORT BEND COUNTY  
TAX OFFICE

OFFICIAL TAX RECEIPT

PROPERTY OWNER.

MCDOWELL DENNIS R & VIVIAN D  
16 HALF PENNY CT  
SUGAR LAND, TX 77479-2510

ACCOUNT # 7800-01-011-0190-907  
AS OF 1998 VALUE: \$640,560  
LEGAL SWEETWATER SEC 1, BLOCK 11,  
LOT 19,20

SYSTEM CORR.  
3-10-  
FEB 04 1999  
98 SUP # 6

POSTED 01/04/1999

EFFECTIVE 12/28/1998

Receipt # 4119

CAD # R11219  
EXEMPTIONS HS

RECEIPT # 99012043470  
COLLECTED \$3,997.73

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBC-DF	253.66	.00	.00	253.66
1998	FBC-GF	3,744.07	.00	.00	3,744.07
1998	FBC-DF	253.66-	.00	.00	253.66-
1998	FBC-DF	202.93	.00	.00	202.93
1998	FBC-DF	50.73	.00	.00	50.73
1998	FBC-GF	3,744.07-	.00	.00	3,744.07-
1998	FBC-GF	2,995.26	.00	.00	2,995.26
1998	FBC-GF	748.81	.00	.00	748.81

PAID BY.

MCDOWELL DENNIS R & VIVIAN D  
16 HALF PENNY CT  
SUGAR LAND, TX 77479-2510

TOTAL APPLIED TO.

LEVY	\$3,997.73
P & I	.00
FEE	.00
TOTAL	\$3,997.73

State Property Tax Board  
Tax Refund Application 31 11 (4/82)

F B C MAR 09 1999 T A C  
MAR 10 1999

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector  
Collecting Tax For Fort Bend County  
(Taxing Units)  
P O Box 399 Richmond TX 77406-0399  
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer  
IDENTIFICATION OF PROPERTY OWNER:

Name McDowell Dennis R & Vivian D  
Address 16 Half Penny Ct Sugar Land TX 77479-2510  
Telephone Number (If additional information is needed) \_\_\_\_\_

IDENTIFICATION OF PROPERTY

Description of Property Sweetwater Sec 1 Block 11 Lot 19 20  
Address or Location of Property 16 Half Penny Ct  
Account Number of Property 7800-01-011-0190-907 or Receipt # 99012043470

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1998</u>	<u>12/28/1998</u>	<u>\$3 997 73</u>	<u>\$799 54</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1998 -- Credit Homestead  
Exemption per Supplement #6

"I hereby apply for the refund of the above described taxes and certify that the information I have  
given on this form is true and correct."

Dennis McDowell  
Signature

3-7-99  
Date of Application of Tax Refund

Dennis McDowell  
DETERMINATION OF TAX REFUND

\_\_\_\_ Approval

\_\_\_\_ Disapproval

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Presiding Officer(s) of Taxing Unit(s) for  
Refund Applications over \$500

\_\_\_\_\_  
Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the  
following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a  
fine of not more than \$5000 or both such fine and imprisonment; 2 Confinement in jail for a  
term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth  
in Section 37 10, Penal Code

Refund 31 11

1/6 52262

F2

98 CC #/s + L/P

LHS 17,500

IHS 66,240

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

TAX OFFICE

OFFICIAL TAX RECEIPT

POSTED 01/11/1999

PROPERTY OWNER:

EFFECTIVE 12/21/1998

ROBERSON CHARLES D  
7111 YARDLEY DR  
KATY, TX 77494-7004

SYSTEM CORR  
03-12-  
JAN 26 1999

Parcel # 3004

8 SUP # 2

ACCOUNT # 3715-01-010-0110-914  
AS OF 1998 VALUE: \$83,740  
LEGAL HICKORY CREEK SEC 1, BLOCK  
10, LOT 11, R/P

CAD # R68288  
EXEMPTIONS HS/DS  
Loan # 3347897-472  
RECEIPT # 99012051047  
COLLECTED \$547.73

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBRFPD1	25.11	.00	.00	25.11
1998	FBC-DF	33.16	.00	.00	33.16
1998	FBC-GF	489.46	.00	.00	489.46
1998	FBC-DF	33.16-	.00	.00	33.16-
1998	FBC-DF	33.16	.00	.00	33.16
1998	FBC-GF	489.46-	.00	.00	489.46-
1998	FBC-GF	489.46	.00	.00	489.46

PAID BY:

TOTAL APPLIED TO:

NORWEST ELECTRONIC TAX SERVICE  
P O BOX 9309 MS 122575 UN 7-11  
DES MOINES, IA 50306-9309  
5639-9726

LEVY	\$547.73
P & I	.00
FEE	.00
TOTAL	\$547.73

800 669-7210  
Cater Nick

MAR 12 1999

Stat Property Tax Board  
Tax Refund Application 31 11 (4/82)

3347897-472

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector  
Collecting Tax For Fort Bend County  
(Taxing Units)  
P O Box 399 Richmond, TX 77406-0399  
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer  
IDENTIFICATION OF PROPERTY OWNER  
Name Roberson, Charles D % Norwest Electronic Tax Service  
Address P O Box 9309, Des Moines, IA 50306-9309  
Telephone Number (If additional information is needed) \_\_\_\_\_

F B C MAR 12 1999 T A C

IDENTIFICATION OF PROPERTY  
Description of Property Hickory Creek Sec 1, Block 10, Lot 11 R/P  
Address or Location of Property 7111 Yardley Dr  
Account Number of Property 3715-01-010-0110-914 or Receipt # 99012051047

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1998</u>	<u>12/21/1998</u>	<u>\$547.73</u>	<u>\$522.62</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1998 -- Credit Homestead and Disability Exemptions per Supplement #5

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct"

[Signature]  
Signature

3-9-99  
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND \_\_\_\_\_ Approval \_\_\_\_\_ Disapproval

Signature of Authorized Officer \_\_\_\_\_

\_\_\_\_\_ Date

Signature of Presiding Officer(s) of Taxing Unit(s) for  
Refund Applications over \$500

\_\_\_\_\_ Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11

PROPERTY TAX COLLECTIONS FOR  
FORT BEND COUNTY  
TAX OFFICE

Ref 624.10  
98 cu o/a  
LH= 30,620  
IHS 123,640

F1

OFFICIAL TAX RECEIPT

POSTED 01/06/1999

PROPERTY OWNER:

EFFECTIVE 12/31/1998

DEROUEN GORDON A SR & BARBARA  
60 BENDWOOD DR  
SUGAR LAND, TX 77478-3701

Alvady's  
SYSTEM CORR.  
3-16-  
FEB 04 1999

Precert # 3009

ACCOUNT # 7550-08-000-6000-907  
AS OF 1998 VALUE: \$154,260  
LEGAL SUGAR CREEK SEC 8, LOT 59  
(PT) & LOT 60 (ALL)

98 SUP # 6

CAD # R113578  
EXEMPTIONS HS/SR

RECEIPT # 99012046135  
COLLECTED \$770.19

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBC-DF	48.87	.00	.00	48.87
1998	FBC-GF	721.32	.00	.00	721.32
1998	FBC-DF	48.87-	.00	.00	48.87-
1998	FBC-DF	9.27	.00	.00	9.27
1998	FBC-DF	39.60	.00	.00	39.60
1998	FBC-GF	721.32-	.00	.00	721.32-
1998	FBC-GF	136.82	.00	.00	136.82
1998	FBC-GF	584.50	.00	.00	584.50

PAID BY:

TOTAL APPLIED TO:

DEROUEN GORDON & BARBARA  
60 BENDWOOD DR  
SUGAR LAND, TX 77478-3701

LEVY \$770.19  
P & I 00  
FEE .00  
TOTAL \$770.19

State Property Tax Board  
Tax Refund Application 31 11 (4/82)

MAR 15 1999

FBC MAR 15 1999 TAC

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector  
Collecting Tax For Fort Bend County  
(Taxing Units)  
P O Box 399 Richmond TX 77406-0399  
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer  
IDENTIFICATION OF PROPERTY OWNER

Name Derouen Gordon A Sr & Barbara  
Address 60 Bendwood Dr Sugar Land TX 77478-3701  
Telephone Number (If additional information is needed) \_\_\_\_\_

IDENTIFICATION OF PROPERTY

Description of Property Sugar Creek Sec 8 Lot 59 (Pt) & Lot 60 (All)  
Address or Location of Property 60 Bendwood Dr  
Account Number of Property 7550-08-000-6000-907 or Receipt # 99012046135

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1998</u>	<u>12/31/1998</u>	<u>\$770 19</u>	<u>\$624 10</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1998 -- Credit Over Sixty-Five Exemption per Supplement #6

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct"

Signature

9/12/99  
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND \_\_\_\_\_ Approval \_\_\_\_\_ Disapproval

Signature of Authorized Officer

Date

Signature of Presiding Officer(s) of Taxing Unit(s) for  
Refund Applications over \$500

Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11

PROPERTY TAX COLLECTIONS FOR:  
FORT BEND COUNTY  
TAX OFFICE

98 C H/S  
LHS 100,000  
IHS 367,650

OFFICIAL TAX RECEIPT

POSTED 01/19/1999

PROPERTY OWNER:

EFFECTIVE 12/29/1998

HAUGHEY DOUGLAS J & KAREN J  
3411 OAKLAND DR  
SUGAR LAND, TX 77479-2480

SYSTEM CORR.

03-19  
JAN 26 1999

98 SUP # 6

Print # 4119

ACCOUNT # 3110-09-002-0060-907  
AS OF 1998 VALUE. \$467,650  
LEGAL FIRST COLONY MUD #5 PARCEL I,  
BLOCK 2, LOT 6

CAD # R156648  
EXEMPTIONS HS  
LOAN # 9448788  
RECEIPT # 99012091168  
COLLECTED \$2,918.60

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBC-DF	185.19	.00	.00	185.19
1998	FBC-GF	2,733.41	.00	.00	2,733.41
1998	FBC-DF	185.19-	.00	.00	185.19-
1998	FBC-DF	148.15	.00	.00	148.15
1998	FBC-DF	37.04	.00	.00	37.04
1998	FBC-GF	2,733.41-	.00	.00	2,733.41-
1998	FBC-GF	2,186.73	.00	.00	2,186.73
1998	FBC-GF	546.68	.00	.00	546.68

PAID BY:

TOTAL APPLIED TO:

CENDANT MORTGAGE  
158 GAITHER DR./ SV-05  
MOUNT LAUREL, NJ 08054

LEVY	\$2,918.60
P & I	.00
FEE	.00
TOTAL	\$2,918.60

C'd 3-19-99

COPY

State Property Tax Board  
Tax Refund Application 31 11 (4/82)

## APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector  
 Collecting Tax For Fort Bend County  
 (Taxing Units)  
P O Box 399, Richmond, TX 77406-0399  
 Address City, State, Zip

In order to apply for a tax refund the following information must be provided by the taxpayer.

## IDENTIFICATION OF PROPERTY OWNER:

Name Haughey, Douglas J & Karen J % Cendant Mortgage - Loan #9448788  
 Address 158 Gaither Dr / SV-05 Mount Laurel NJ 08054  
 Telephone Number (If additional information is needed) \_\_\_\_\_

## IDENTIFICATION OF PROPERTY

Description of Property First Colony Mud #5 Parcel I Block 2 Lot 6  
 Address or Location of Property 3411 Oakland Dr  
 Account Number of Property 3110-09-002-0060-907 or Receipt # 99012091168

## INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1998</u>	<u>12/29/1998</u>	<u>\$2,918.60</u>	<u>\$583.72</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1998 -- Credit Homestead Exemption per Supplement #6

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

Signature [Signature] Date of Application of Tax Refund 3-11-99

DETERMINATION OF TAX REFUND \_\_\_\_\_ Approval \_\_\_\_\_ Disapproval \_\_\_\_\_  
 Signature of Authorized Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over \$500 \_\_\_\_\_ Date \_\_\_\_\_

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment 2 Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11



PROPERTY TAX COLLECTIONS FOR  
FORT BEND COUNTY  
TAX OFFICE

OFFICIAL TAX RECEIPT

PROPERTY OWNER.

SNYDER PATRICIA B *5/17/15*  
1911 LEGION WAY CT  
RICHMOND, TX 77469-6821

ACCOUNT # 3780-07-006-0270-907  
AS OF 1998 VALUE: \$108,400  
LEGAL THE GROVE SEC 7, BLOCK 6, LOT  
27

POSTED 01/14/1999

EFFECTIVE 12/27/1998

CAD # R71037  
EXEMPTIONS HS/SR  
LOAN # 5142013  
RECEIPT # 99012080410  
COLLECTED \$541.22

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBC-DF	34.34	.00	.00	34.34
1998	FBC-GF	506.88	.00	.00	506.88
1998	FBC-DF	34.34-	.00	.00	34.34-
1998	FBC-DF	34.34	.00	.00	34.34
1998	FBC-GF	506.88-	.00	.00	506.88-
1998	FBC-GF	506.88	.00	.00	506.88

PAID BY:

STAR BANK MORTGAGE  
P O BOX 20005  
OWENSBORO, KY 42304-0005

TOTAL APPLIED TO:

LEVY	\$541.22
P & I	.00
FEE	.00
TOTAL	\$541.22

*12/1 541.22*  
*98 C O/A*

*LHS 24,730*  
*IHS 23,570*

*already had HS*  
*SYSTEM CORR.*

*3-9-*  
*JAN 26 1999*

*98 SUP = 5*

*Precinct # 4104*

*F1*

State Property Tax Board  
Tax Refund Application 31 11 (4/82)

11-3-90  
FBC MAR 08 1999 TAC

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector  
Collecting Tax For Fort Bend County  
(Taxing Units)  
P O. Box 399, Richmond, TX 77406-0399  
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer  
IDENTIFICATION OF PROPERTY OWNER.

Name Snyder, Patricia B % Star Bank Mortgage -- Loan #5142013  
Address P O Box 20005 Owensboro, KY 42304-0005  
Telephone Number (If additional information is needed) \_\_\_\_\_

IDENTIFICATION OF PROPERTY

Description of Property The Grove Sec 7, Block 6, Lot 27  
Address or Location of Property 1911 Legion Way Ct  
Account Number of Property 3780-07-006-0270-907 or Receipt # 99012080410

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1998</u>	<u>12/27/1998</u>	<u>\$541 22</u>	<u>\$541 22</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1998 -- Credit Over Sixty-Five Exemption per Supplement #5

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct"

Patricia B Snyder  
Signature

3-2-99  
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND Approval Disapproval

Signature of Authorized Officer

Date

Signature of Presiding Officer(s) of Taxing Unit(s) for  
Refund Applications over \$500

Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment; 2 Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11

12/50441  
98 O/A Transferred from Harris County  
Effective 3-12-98  
LHS 25,000  
DHS 134,090

PROPERTY TAX COLLECTIONS FOR:  
FORT BEND COUNTY  
TAX OFFICE

OFFICIAL TAX RECEIPT

POSTED 01/04/1999

PROPERTY OWNER:

EFFECTIVE 12/26/1998

BRENNER LORENE  
7214 WINDWOOD CT *S. 745*  
SUGAR LAND, TX 77479-6336

*Checked by 45*  
SYSTEM CORR.  
3-9  
FEB 04 1999

*Receipt # 1120*

ACCOUNT # 7320-01-001-0270-901  
AS OF 1998 VALUE: \$169,090  
LEGAL THE LANDING AT GREATWOOD SEC  
1, BLOCK 1, LOT 27

*98* SUP # *6*

CAD # R185033  
EXEMPTIONS HS/SR

RECEIPT # 99012044626  
COLLECTED \$844.23

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
1998	FBC-DF	53.57	.00	.00	53.57
1998	FBC-GF	790.66	.00	.00	790.66
1998	FBC-DF	53.57-	.00	.00	53.57-
1998	FBC-DF	21.56	.00	.00	21.56
1998	FBC-DF	32.01	.00	.00	32.01
1998	FBC-GF	790.66-	.00	.00	790.66-
1998	FBC-GF	318.26	.00	.00	318.26
1998	FBC-GF	1 472.40	.00	.00	472.40

PAID BY:

TOTAL APPLIED TO

BRENNER LORENE  
838 BRITTMOORE  
HOUSTON, TX 77079

LEVY	\$844.23
P & I	.00
FEE	.00
TOTAL	\$844.23

F B C MAR 08 1999 A C

State Property Tax Board  
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector  
Collecting Tax For Fort Bend County  
(Taxing Units)  
P O Box 399 Richmond TX 77406-0399  
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer

IDENTIFICATION OF PROPERTY OWNER

Name Brenner, Lorene  
Address 838 Brittmoore Houston, TX 77079  
Telephone Number (If additional information is needed) 281-343-7237

IDENTIFICATION OF PROPERTY

Description of Property The Landing at Greatwood Sec 1 Block 1 Lot 27  
Address or Location of Property 7214 Windwood Ct  
Account Number of Property 7320-01-001-0270-901 or Receipt # 99012044626

INFORMATION OF PAYMENT ON TAXES

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1998</u>	<u>12/26/1998</u>	<u>\$844 23</u>	<u>\$504 41</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1998 -- Transferred Over Sixty-Five Exemption from Harris County--Effective 3/12/98 per Supplement #6

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

X Lorene Brenner  
Signature

3-4-99  
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND \_\_\_\_\_ Approval

\_\_\_\_\_ Disapproval

Signature of Authorized Officer \_\_\_\_\_

\_\_\_\_\_ Date

Signature of Presiding Officer(s) of Taxing Unit(s) for  
Refund Applications over \$500 \_\_\_\_\_

\_\_\_\_\_ Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11

MAIL REFUND TO:

7214 WINDWOOD CT  
SUGAR LAND, TX 77479-63

16/8

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

DATE SUBMITTED: April 21, 1999

SUBMITTED BY: Marsha P. Gaines

AGENDA

DEPARTMENT: Tax - 003

ITEM

COURT AGENDA DATE: April 27, 1999

PHONE NO.: Judy - 3740

#

**SUMMARY OF ITEM.**

Application for historic site property tax exemption - residence of  
Mr or Mrs Milton Lane  
1314 Third Street  
Rosenberg, Texas 77471

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

**LIST SUPPORTING DOCUMENTS ATTACHED.**

Application for Historic or Archeological Site Property Tax Exemption

**FINANCIAL SUMMARY:**

BUDGETED ITEM:

ANNUALIZED DOLLARS.

COMMENTS:

Yes ( ) No ( ) N/A ( )

One Time ( )

Funding Source:

Recurring ( )

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

N/A ( )

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

CC with back up:

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

Approval of Request for Historical Exemption.

# APPLICATION FOR HISTORIC OR ARCHEOLOGICAL SITE PROPERTY TAX EXEMPTION

1999

Appraisal district name <b>FORT BEND CENTRAL APPRAISAL DISTRICT</b>		Phone (area code and number) <b>(281)344-8623</b>		
Address <b>2801 B. F. TERRY BLVD., ROSENBERG, TX. 77471-5600</b>				
<p>This application covers property you owned on January 1 of this year. You must file the completed application between January 1 and April 30 of this year. Be sure to attach any additional documents requested. You must apply for this exemption every year; it will not be automatically renewed.</p>				
<b>Step 1:</b> Owner's name and address	Owner's name <b>MILTON R. LANE</b>		Driver's License, Personal I.D. Certificate, or Social Security Number: <b>461-18-2007</b>	
	Present mailing address (number and street) <b>1314 3rd St.</b>			
	City, town or post office, state, ZIP code <b>Rosenberg, Tex. 77471-3557</b>		Phone (area code and number) <b>(281)342-5215</b>	
	Owner is a(n): (please check) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit corporation			
	Name of person preparing this application <b>Same as Above</b>		Driver's License, Personal I.D. Certificate, or Social Security Number: <b>461-18-2007</b> Title: <b>Owner</b>	
<b>Step 2:</b> Describe the property	Legal description <b>Tinker Addn, BLK 16 Lots 18(515') 19+20 All Rosenberg, Tex. 1314 3rd St.</b>			
Appraisal district account number (Optional)				
<b>Step 3:</b> List taxing units that have granted an exemption on the property  (Attach copy of each order granting exemption)	Taxing Unit	Amount or %	Taxing Unit	Amount or %
	<b>Ft. Bend County</b>	<b>100%</b>		
	<b>City of Rosenberg</b>	<b>100%</b>		
	Has the Texas Historical Commission designated this property as a recorded Texas historical landmark or state archeological landmark? (attach copy of order) <b>on File</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
	Has each taxing unit listed above designated this property as a recorded Texas historical landmark or an historic or archeological site in need of tax relief? (attach copy of order) <b>on File</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
<b>Step 4:</b> Sign the application	By signing this application, you certify that this information is true and correct to the best of your knowledge and belief.			
	Signature <b>Milton R. Lane</b>		Date <b>4/19/99</b>	
	On behalf of (name of organization) <b>N/A</b>		Title	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.			

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

DATE SUBMITTED: April 20, 1999

SUBMITTED BY: Marsha P. Gaines

AGENDA

COURT AGENDA DATE: April 27, 1999

DEPARTMENT: Tax - 003

ITEM

PHONE NO.: Judy - 3740

#

**SUMMARY OF ITEM.**

Record in the minutes the March 1999 monthly report from the Tax Assessor/  
Collector's office.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

Copy of monthly report

**FINANCIAL SUMMARY:**

BUDGETED ITEM:	ANNUALIZED DOLLARS.	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source.	Recurring ( )	
fund _____ agcy _____ Object _____	N/A ( )	

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

CC with back up:	Yes (✓) County Clerk	(281-341-8697)	
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)

**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:**

Record in the minutes.

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES  
COLLECTED BY MARSHA P GAINES, TAX ASSESSOR-COLLECTOR OF FT. BEND COUNTY  
DURING THE MONTH OF MARCH, 1999  
THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MARSHA P GAINES, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE  
AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF MARCH 1999, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ.

CURRENT PAYMENTS	CURRENT P & I	DELINQUENT PAYMENTS	DELINQNT P & I	CURRENT BACKOUTS	CURRENT B/O P&I	DELINQUENT B/O	DELINQUENT B/O P&I	CURRENT CANCEL PAY	CURRENT C/P P&I	DELINQUENT CANCEL PAYMT	DELINQUENT C/P P&I	TRANSFER PYMTS.	TOTAL
STATE		23.07											23.07
COUNTY	1,098,877.81	70,274.33	19,086.15	(112,452.56)	-	(28,524.66)	(2,737.92)	(5,098.96)	(195.44)	(149.61)	(38.90)	-	1,127,379.19
DRAINAGE	74,449.55	5,461.21	1,594.34	(7,618.74)	-	(2,047.48)	(222.56)	(345.45)	(13.25)	(10.43)	(2.71)	-	77,230.15
LR & FC	-	1,657.29	511.06	-	-	(172.35)	(118.06)	-	-	-	-	-	1,877.94
W C JR COLL	15,522.40	607.97	226.06	(57.07)	-	(1.33)	(0.23)	(48.53)	-	(30.25)	-	-	17,554.57
FEEB-ATTORNEY	-	13,949.81	-	-	-	(1,363.08)	-	-	-	-	-	-	12,586.48
FB PKW	277.84	-	-	(134.90)	-	-	-	-	-	-	-	-	167.95
FFD #1	2,190.39	226.96	76.16	(0.09)	-	(0.10)	(0.02)	-	-	-	-	-	2,673.23
OFD #2	320.75	29.11	15.31	(0.20)	-	-	-	-	-	-	-	-	392.92
FULSHEAR	3,296.35	502.35	220.70	-	-	-	-	-	-	-	-	-	4,287.05
RICHMOND	41,422.41	3,683.62	1,583.12	(95.15)	-	-	-	-	-	-	-	-	50,162.01
ROSENBERG	64,166.52	3,716.06	1,347.35	(588.96)	-	(62.77)	-	(1,067.93)	(69.37)	-	-	-	72,879.84
BEASLEY	793.01	-	-	-	-	-	-	-	-	-	-	-	861.79
UNL RDS	-	-	-	-	-	-	-	-	-	-	-	-	-
ORCHARD	390.00	51.09	27.90	-	-	-	-	-	-	-	-	-	503.84
ARCOLA	7,264.28	1,331.30	665.45	(4.63)	-	-	-	-	-	-	-	-	9,887.27
KENDLETON	2,148.37	507.97	518.44	(8.25)	-	-	-	-	-	-	-	-	3,346.37
CEO-KENDLETON	-	749.94	667.68	-	-	-	-	-	-	-	-	-	1,417.62
KENDLETON-ESD	17,470.70	5,313.36	3,721.00	(130.32)	-	-	-	(7.62)	(0.53)	-	-	-	27,867.45
HRS FT BD EAS #10	10,002.79	-	-	-	-	-	-	-	-	-	-	-	10,833.47
MEADOWS PLACE	32,278.08	-	-	(578.01)	-	(408.98)	(7.67)	-	-	-	-	-	33,162.10
TOTAL	1,370,869.25	108,085.44	30,260.72	(121,666.88)	0.00	(32,578.75)	(3,086.46)	(6,568.49)	(278.59)	(190.29)	(41.61)	0.00	1,455,064.31

*Drucke P. Gaines*

SWORN TO AND SUBSCRIBED BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 19\_\_\_\_, COUNTY CLERK,  
FORT BEND COUNTY, TEXAS

I, ROBERT GRAYLESS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY  
REPORT OF TAXES COLLECTED BY MARSHA P GAINES, TAX ASSESSOR-COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN  
THIS OFFICE AND FIND THE SAME CORRECT

*Robert Grayless* COUNTY AUDITOR, FORT BEND COUNTY, TEXAS



16D

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

DATE SUBMITTED: 4/21/99  
COMMISSIONERS COURT AGENDA FOR: 4/27/99

DEPT SUBMITTED BY: County Attorney for Tax Office  
DEPT. PHONE NO. 281-341-4556

**SUMMARY OF ITEM:**

**A. Consider approval of Amended Tax Abatement Agreement between Fort Bend County and Sugarland Properties Incorporated (Phase III)**

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

LIST SUPPORTING DOCUMENTS ATTACHED: yes  
(Back-up documentation must be attached for consideration)

**FINANCIAL SUMMARY:**

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

**ANNUALIZED DOLLARS:**  
One Time ( )

**COMMENTS:**

**Funding Source:**  
Fund \_\_\_\_\_ Agcy. \_\_\_\_\_ Object \_\_\_\_\_

**Recurring** ( )  
**N/A** ( )

**Original form submitted with back up to County Judge's Office:** Yes: ( x )

**CC with back up:**

<b>Auditor</b>	<b>(281-341-3774)</b>	<b>Comm. Pct. 1</b>	<b>(281-344-0587)</b>
<b>Budget Officer</b>	<b>(281-344-3954)</b>	<b>Comm. Pct. 2</b>	<b>(281-403-8009)</b>
<b>County Attorney</b>	<b>(281-341-4557)</b>	<b>Comm. Pct. 3</b>	<b>(281-242-9060)</b>
<b>Purchasing Agent</b>	<b>(281-341-8642)</b>	<b>Comm. Pct. 4</b>	<b>(281-980-9077) yes</b>
<b>Marsha Gaines, Tax Assessor-Collector</b>			

**Instructions for submitting an Agenda Request:**

- 1 Completely fill out agenda form; incomplete forms will not be processed
- 2 Fax or inter-office copies of agenda form with all back-up information by Wednesday at 2 00 p m to the departments listed above.
- 3 All original back-up must be received in the County Judge's Office by 2.00 p m. on Wednesday

**RECOMMENDATION / ACTION REQUESTED**

5-12-99 Sent Original Agreement to Tax Office.

THE STATE OF TEXAS       §

COUNTY OF FORT BEND   §

**AMENDMENT NO. 1 TO TAX ABATEMENT AGREEMENT BETWEEN  
FORT BEND COUNTY AND SUGARLAND PROPERTIES INCORPORATED  
(PHASE III)**

This Amendment No 1 to Tax Abatement Agreement is entered into between Fort Bend County ("County") and Sugarland Properties Incorporated, ("Owner").

**Recitals**

By Agreement, effective November 3, 1998, the County entered into a Tax Abatement Agreement with the Owner for the real property described therein. After the effective date of the Agreement and during the Owner's design work for the improvements, the Owner found it necessary to amend the legal description of the real property that is subject to the Agreement so as to include all the proposed improvements within the property. Upon the Owner's request, the County has amended the legal description (Exhibit "A" attached, Sugar Land Ordinance No 1166) of the reinvestment zone in which the improvements will be located. The parties now wish to amend the Agreement by amending the legal description of the real property that will be subject to the Agreement.

**Agreement**

In consideration of the covenants of each, the County and Owner agree to amend the Agreement as follows.

- 1       Paragraph 2 (Definitions) is amended by amending the definition of "Land" to read as follows:

*Land* means the land described in Exhibit "A", Sugar Land Ordinance No 1166

- 2       This Amendment No 1 is effective on the later date of the dates executed by the Owner and the County.

**FORT BEND COUNTY**

By

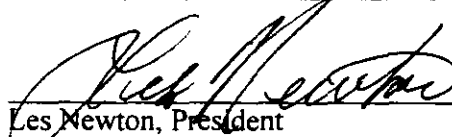
  
James C. Adolphus, County Judge

Date

4-27-99

**SUGARLAND PROPERTIES INCORPORATED**

By

  
Les Newton, President

**ORDINANCE NO. 1166**

**AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE LEGAL DESCRIPTION OF THE REAL PROPERTY INCLUDED IN REINVESTMENT ZONE 98-07.**

WHEREAS, Reinvestment Zone 98-07 was created by the adoption of Ordinance No. 1136 on October 6, 1998; and

WHEREAS, the property owner has requested that the City Council amend the legal description of the real property included in the zone; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF SUGAR LAND, TEXAS:**

**Section 1.** That the legal description of the real property included in Reinvestment Zone 98-07, as described in section 1 of Ordinance No. 1136, is amended by adopting the amended legal description described in Exhibit A, attached and incorporated into this ordinance by reference

APPROVED on first consideration on March 22, 1999

ADOPTED on second consideration on March 16, 1999

  
Dean A. Hrbacek, Mayor

ATTEST

  
Glenda Gundermann, City Secretary

APPROVED:

  
Joe Morris, City Attorney

Attachment: Exhibit A - Property Description of 5.9466 acre tract.

County: Fort Bend  
Project: Town Center Square Lakeside Reserve "C"  
C.I. No.: 1011-99(Exhibit prepared)  
Job Number: 96090-03

**FIELD NOTES FOR 5.9466 ACRES**

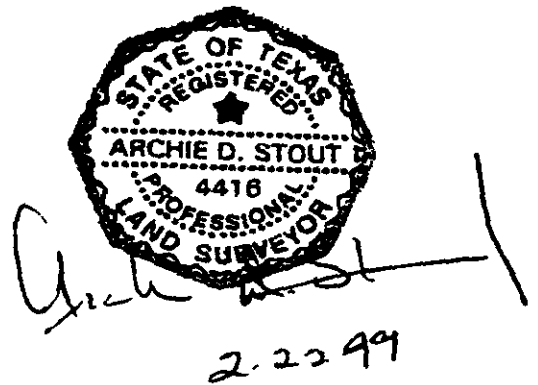
Being a 5.9466 acre tract of land located in the S.M. Williams League, A-97, in Fort Bend County, Texas; said 5.9466 acre tract being out of the remainder of a called 424.978 acre tract of land recorded in volume 607, page 101 of the Deed Records of Fort Bend County, Texas (D.R.F.B.C.), a portion of Kensington Boulevard (100-foot wide) recorded on slide number's 608 B and 609 A of the Plat Records of Fort Bend County, Texas (P.R.F.B.C.) and a portion of a called 15.68 acre tract of land recorded in clerk's file number 9466210 of the Official records of Fort Bend County, Texas (O.R.F.B.C.); said 5.9466-acre tract being more particularly described by notes and bounds as follows (all bearings are referenced to the south right-of-way line of said Kensington Boulevard):

**Beginning at a 5/8-inch iron rod found for the most southerly corner of Restricted Reserve "D" in First Colony Lakes and First Colony Lake Park recorded on slide number's 1393 A and 1393 B of the P.R.F.B.C., same being the westerly Right-of-Way line of said Kensington Boulevard,**

1. Thence, with said westerly right-of-way line, and the easterly line of said Restricted Reserve "B", 675.16 feet along the arc of a curve to the left, said curve having a central angle of 21 degrees 08 minutes 20 seconds, a radius of 1830.00 feet and a chord that bears North 32 degrees 42 minutes 09 seconds East, a distance of 671.34 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC. RPLS 4416" set;
2. Thence, leaving said easterly line and said westerly right-of-way line, South 71 degrees 42 minutes 50 seconds East, a distance of 412.67 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set,
3. Thence, South 17 degrees 17 minutes 25 seconds West, a distance of 63.18 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC. RPLS 4416" set;
4. Thence, 30.27 feet along the arc of a curve to the right, said curve having a central angle of 03 degrees 28 minutes 06 seconds, a radius of 500.00 feet and a chord that bears South 19 degrees 01 minutes 28 seconds West, a distance of 30.26 Feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
5. Thence, South 20 degrees 45 minutes 31 seconds West, a distance of 206.15 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

**EXHIBIT A**

6. Thence, 127.33 feet along the arc of a curve to the left, said curve having a central angle of 08 degrees 17 minutes 25 seconds, a radius of 880.00 feet and a chord that bears South 16 degrees 36 minutes 48 seconds West, a distance of 127.22 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC. RPLS 4416" set;
7. Thence, 36.60 feet along the arc of a curve to the right, said curve having a central angle of 83 degrees 52 minutes 47 seconds, a radius of 25.00 feet and a chord that bears South 54 degrees 24 minutes 29 seconds West, a distance of 33.42 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC. RPLS 4416" set;
8. Thence, 521.91 feet along the arc of a curve to the left, said curve having a central angle of 33 degrees 58 minutes 51 seconds, a radius of 880.00 feet and a chord that bears South 79 degrees 21 minutes 27 seconds West, a distance of 514.29 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC. RPLS 4416" set;
9. Thence, North 45 degrees 25 minutes 50 seconds West, a distance of 117.69 feet to the Point of Beginning and containing 5.9466 acres of land.



NOVEMBER 3, 1998

**8. Discuss and consider approving Tax Abatement Agreement between Fort Bend County and Sugar Land Properties, Inc.**

Moved by Judge Rozell, Seconded by Commissioner Prestage, duly put and carried (4-1), it is ordered to approve ~~tax~~ abatement agreement between Fort Bend County and Sugar Land Properties, Inc for third phase for offices in Kensington as presented by Les Newton, President, Sugar Land Properties, Inc.

Judge Rozell	not voting	Commissioner Meyers	no
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

**9. BUDGET OFFICE: Discuss and consider declaring an emergency and amending the General Fund Budget.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to declare an emergency to amend the 1998 budget in the amount of \$171,550 and transfer from Fund Balance for the following:

a) ADP Payroll Implementation Fee	\$ 40,000
b) ADP Human Resources Implementation Fee	\$ 37,500
c) ADP Human Resources Set-up Fees	\$ 36,500
d) Facilities Utilization Consultant fees (PGAL)	<u>\$ 57,500</u>
<b>TOTAL</b>	<b>\$171,550</b>

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

**10. COMMISSIONER PCT. 1: Consider approving the plat for Brazos Lakes, Pct. 1.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve plat for Brazos Lakes, Pct. 1.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

STATE OF TEXAS           §

COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY  
AND SUGAR LAND PROPERTIES, INCORPORATED**

This Tax Abatement Agreement (Agreement) is made between Fort Bend County, ("County") a body politic, acting herein by and through its Commissioners Court, and Sugarland Properties, Inc. ("Owner").

1. **Authorization and Findings.** This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, codified as Chapter 312 of the Texas Tax Code, as amended The Fort Bend County Commissioners Court finds that:

- (a) The County has adopted Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones as required by law
- (b) The applicant's request for tax abatement conforms with those Guidelines and Criteria.
- (c) The City of Sugar Land has created Reinvestment Zone No 98-07, in which the property subject to tax abatement will be located.
- (d) No official of the County has an interest in the property subject to this Agreement.
- (e) This Agreement has been approved by the affirmative vote of a majority of Fort Bend County Commissioners at a regularly scheduled meeting

2. **Definitions.**

- (a) **County** means the County of Fort Bend County, Texas
- (b) **District** means the Fort Bend County Central Appraisal District

- (c) **Improvements** mean a building to be used primarily for office space, containing approximately 87,000 square feet of floor space, and related improvements to serve the building, including sidewalks, parking lots, outdoor lighting, and landscaping, all as shown in Exhibit "B", attached to and incorporated into this Agreement by reference.
- (d) **Land** means the Owner's real property described in Exhibit "A", attached to and incorporated into this Agreement by reference.
- (e) **Owner** means Sugarland Properties, Incorporated, the owner of the real property subject to this Agreement, or other person or entity to which this Agreement is assigned.
- (f) **Value** means the appraised value as shown on the records of the District.

### 3. **Tax Abatement**

- (a) In consideration of the Owner constructing the Improvements and complying with all other conditions of this Agreement, the County grants, subject to the conditions of this Agreement, a property tax abatement totaling 500% on the value of the Improvements, as follows

<b><u>Tax Year</u></b>	<b><u>Percentage Abatement</u></b>
2000	100%
2001	100%
2002	100%
2003	100%
2004	100%
<b>TOTAL</b>	<b>500%</b>

- (b) The abatement granted shall not apply to the value of the Land, increases in the value of the Land, or to personal property, inventory and supplies.
- (c) County has established a requirement that the Improvements must have a value of at least \$1,000,000 to qualify for tax abatement. Therefore, if the value of the Improvements is less than \$1,000,000 on January 1, 2000, or on any January 1 thereafter during the term of this Agreement, the abatement granted for the Improvements does not apply for that year.
- (d) The District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.



4. **Responsibilities of Owner.** In consideration of receiving the tax abatement granted herein, the Owner represents and agrees:

- (a) That construction of the Improvements, other than tenant improvements, will be completed before January 1, 2000.
- (b) That the Owner's costs of the Improvements, including initial tenant improvements for full occupancy, will be approximately \$7,700,000.
- (c) That the Improvements will be constructed in substantial compliance with the plans shown in Exhibit "B" and in conformity with the City's ordinances.
- (d) **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.**
- (e) That on or before September 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Commissioners Court that the Owner is in compliance with each term of this Agreement
- (f) The Owner will allow the County's employees access to the Improvements during regular business hours to determine if the terms of this Agreement are being met.
- (g) 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
- (h) That the Owner will provide in any contract for the Construction of the Improvements that the contract be a "separated contract" under section 151.056(b) of the Texas Tax Code and Comptroller's Rule 3 TAC, section 291, so that there is imposed and the contractor will be required to collect from the Owner the City's municipal sales tax on the sales price of the materials incorporated into the Improvements

5. **Term.** This Agreement shall be effective on the latest date executed by the County and the Owner This Agreement terminates on the completion of the abatement period, unless earlier terminated as provided elsewhere herein. The Owner's obligation upon default to pay

to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

**6. Default.**

- (a) The County may declare the Owner in default of this Agreement if the Owner: (1) fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Owner and the Owner is thereafter adjudicated bankrupt, or a receiver for the Owner's assets is appointed.
- (b) The County shall notify the Owner of any default in writing specifying the default. The Owner shall have thirty (30) days from the date the notice to cure any default. If the Owner fails to cure the default, the County may terminate this Agreement by written notice to the Owner provided below
- (c) If this Agreement is terminated by the County, the Owner agrees that the Owner is liable for and will pay to the County within thirty (30) days of the termination of this Agreement
  - (1) The amount of all property taxes abated under this Agreement,
  - (2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes, and,
  - (3) Penalty on the amount abated in the year of default, at the rate provided for in the Tax Code for delinquent taxes.
- (d) The Owner also agrees and that the County shall have a lien against the Owner's Land and the Improvements for the taxes and interest owed because of the recapture of taxes as provided herein

**7. Compliance with State and Local Regulations** Nothing in this Agreement shall

be construed to alter or affect the obligations of the Owner to comply with any City ordinance or Federal or State law or regulation

8. **Notice.** All notices shall be in writing. If mailed, any notice or communications 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 following addresses:

To the Owner: Stephen J. Ewbank  
Executive Vice President  
Sugarland Properties, Incorporated  
4665 Sweetwater Blvd., Suite 100  
Sugar Land, Texas 77479

To the County: Michael D. Rozell  
Fort Bend County Judge  
301 Jackson St , Suite 719  
Richmond, Texas 77469

Any party may designate a different address by giving the other party ten days written notice in the manner prescribed above.

9. **Force Majeure.** If by reason of force majeure, the Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten days of the occurrence relied upon. The obligation of the Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. The Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars, or other civil or industrial disturbances, orders of any kind of the Federal or State government or of any civil or military authority, explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner.

10. **Entire Agreement** This Agreement contains the entire agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

11. **Assignment.** This Agreement may not be assigned without the prior written consent of the County.

**FORT BEND COUNTY**

By: \_\_\_\_\_  
Michael D. Rozell., County Judge

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

ATTEST

\_\_\_\_\_  
Dianne Wilson, County Clerk

**SUGARLAND PROPERTIES, INCORPORATED**

By: \_\_\_\_\_  
Les Newton, President

Date: 10/23/98

Attachments      Exhibit A - Metes and Bounds Description of Land  
Exhibit B - Drawing showing improvements

Exhibit A Page 1 of 2 Pages

County: Fort Bend  
Project: Offices of Kensington Phase III  
C.I. No.: 1173-98(Exhibit prepared)  
Job Number: 97090-02

**FIELD NOTES FOR 6.4109 ACRES**

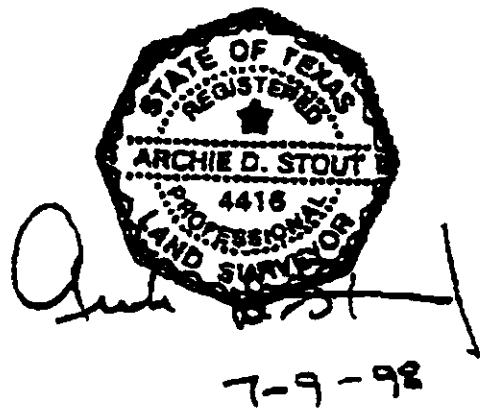
Being a 6.4109 acre tract of land located in the S. M. Williams League, A-97, in Fort Bend County, Texas; said 6.4109 acre tract being out of a called 15.68 acre tract of land recorded in the name of Sugarland Properties, Inc., in Clerks File No. 9466210 of the Official Records of Fort Bend County (O.R.F.B.C.) and also being out of the remainder of a called 424.978 acre tract of land recorded in the name of Sugarland Properties, Inc., in volume 607 page 101 of the Deed Records of Fort Bend County, Texas (D.R.F.B.C.); said 6.4109 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone):

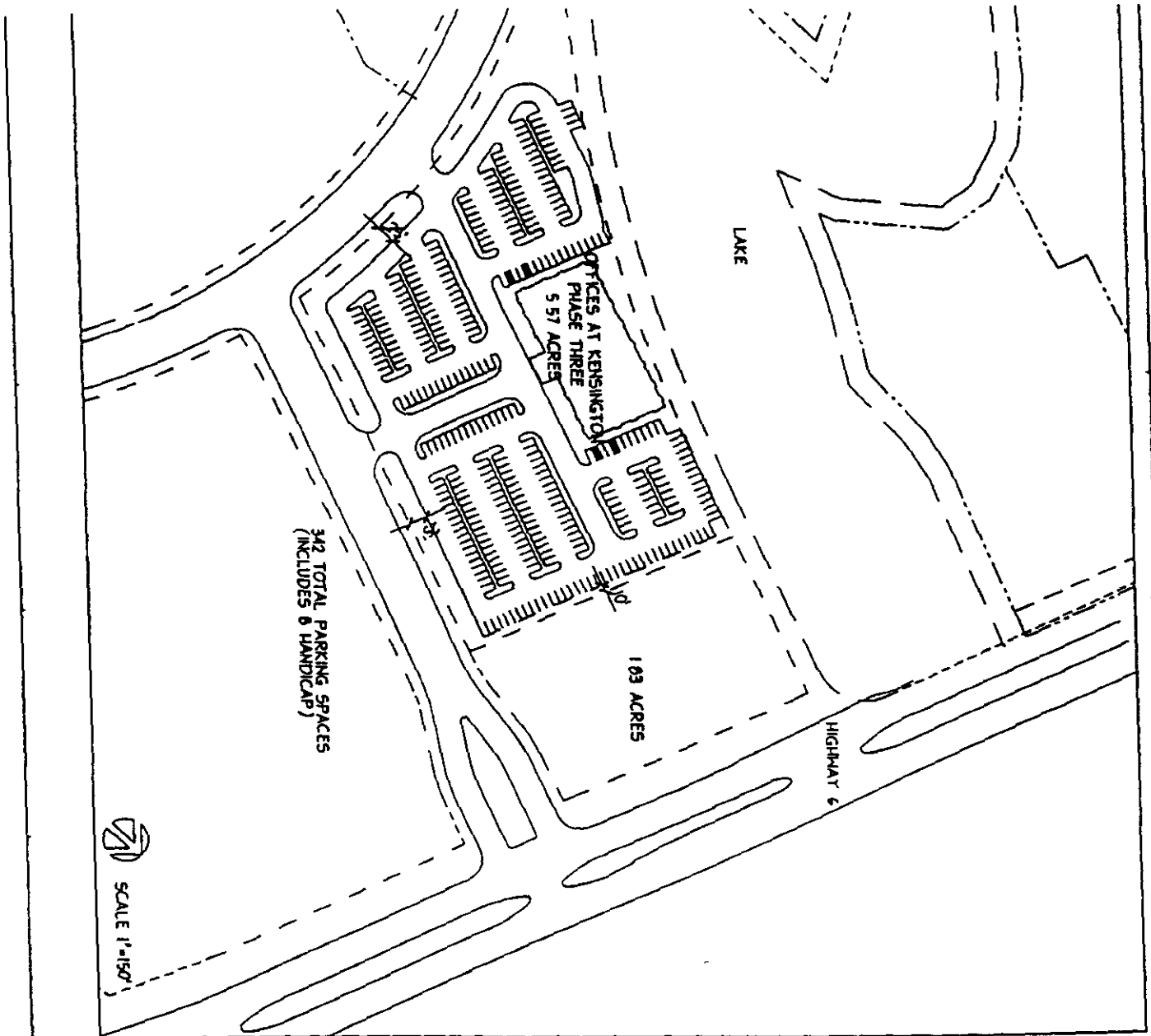
Beginning at a 5/8-inch iron rod found for a south corner of the subdivision plat of First Colony Lakes and First Colony Lakes Park Restricted Reserve "B" recorded on Slide No. 1393A and 1393B of the Plat Records of Fort Bend County (P.R.F.B.C.), Texas, said iron rod being in the westerly right-of-way line of Kensington Boulevard (100-foot wide right-of-way) recorded on Slide No. 608B and 609A of the P.R.F.B.C.;

1. Thence, with said westerly right-of-way line, 719.07 feet along the arc of a curve to the left, said curve having a central angle of 22 degrees 30 minutes 48 seconds, a radius of 1830.00 feet and a chord that bears North 32 degrees 00 minutes 55 seconds East, a distance of 714.45 feet;
2. Thence, leaving said westerly right-of-way line, North 20 degrees 45 minutes 31 seconds East, a distance of 64.87 feet;
3. Thence, South 69 degrees 14 minutes 29 seconds East, a distance of 414.00 feet;
4. Thence, South 20 degrees 45 minutes 31 seconds West, a distance of 494.29 feet;
5. Thence, 40.50 feet along the arc of a curve to the right, said curve having a central angle of 77 degrees 20 minutes 37 seconds, a radius of 30.00 feet and a chord that bears South 59 degrees 25 minutes 50 seconds West, a distance of 37.49 feet;
6. Thence, 494.19 feet along the arc of a curve to the left, said curve having a central angle of 32 degrees 10 minutes 35 seconds, a radius of 880.00 feet and a chord that bears South 82 degrees 00 minutes 51 seconds West, a distance of 487.73 feet;

Exhibit      Page 2 of 2 Pages

7. Thence, 20.77 feet along the arc of a curve to the right, said curve having a central angle of 47 degrees 35 minutes 44 seconds, a radius of 25.00 feet and a chord that bears South 89 degrees 43 minutes 25 seconds West, a distance of 20.18 feet;
8. Thence, 58.92 feet along the arc of a curve to the left, said curve having a central angle of 56 degrees 15 minutes 40 seconds, a radius of 60.00 feet and a chord that bears South 85 degrees 23 minutes 28 seconds West, a distance of 56.58 feet;
9. Thence, North 32 degrees 44 minutes 22 seconds West, a distance of 40.38 feet to the Point of Beginning and containing 6.4109 acres of land.





<b>MORRIS &amp; ASSOCIATES</b> ARCHITECTS 1000 ... ... ...		Prepared For: ... ... ...	Date: ...	Sheet: ...
Office at Kensington Phase Three		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100		

EXHIBIT B

#17B



**ENGINEERING**  
Fort Bend County, Texas

D Jesse Hegemier  
County Engineer

April 15, 1999

Commissioner Grady Prestage  
Fort Bend County Precinct 2  
P O Box 249  
Fresno, Texas 77545

**RE: Sienna Steep Bank Village, Section 1, Traffic Control Plan**

Dear Commissioner.

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plan is scheduled for 4/27/99.

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

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc Marc Grant - FBC Road & Bridge  
Marc Grant - Signage Department  
File





**ENGINEERING**  
Fort Bend County, Texas

#17C

D. Jesse Hegemier  
County Engineer

March 17, 1999

Commissioner James Patterson  
Fort Bend County Precinct 4  
12919 Dairy Ashford Road  
Sugar Land, Texas 77478

**RE: Traffic/Safety Study - New Territory - Homeward Way @ Pointe Loma**

Dear Commissioner Patterson

The Fort Bend County Engineering Department has completed a traffic/safety study for the referenced intersection. Traffic data was not accumulated for this intersection for reasons the vehicle counts would not meet the minimum warrants for a multiway stop (warrants are attached). However, the intersection was studied for safety concerns. At peak times between 7:00 a.m. to 9:00 a.m. there is significant school age pedestrian traffic. Pointe Loma intersects Homeward Way radially at reverse curves, limiting the visibility for pedestrians to cross at this intersection. Therefore, the Engineering Department interposes no objection to the placement of a multiway stop at this intersection.

The traffic control plan has been revised to reflect this change. Fort Bend County Engineering recommends approval of this plan.

Should you have any questions please do not hesitate 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. Marc Grant, FBC Road & Bridge  
Mr. Marc Grant, Signage Department  
File

FORT BEND COUNTY ENGINEERING  
TRAFFIC STUDY

for

(New Territory Subdivision) Homeward Way @ Pointe Loma

2B-6 MULTIWAY STOP SIGNS WARRANTS  
TEXAS MANUAL on UNIFORM TRAFFIC CONTROL DEVICES

**GENERAL WARRANTS:** (Note a traffic control signal is more satisfactory for an intersection with a heavy volume.)

- 1 Ordinarily used only where the volumes of traffic on the intersecting roads is approximately equal.
- 2 It is useful as a safety measure

**Warrant 1.** Where traffic signals are warranted and urgently needed  
Must satisfy warrants given in Section 4C

Response:

Warrant is not satisfied

**Warrant 2.** Five or more reported accidents of a type susceptible of correction by a multiway stop installation in a 12 month period. Such accidents include right- and left-turn collisions as well as right-angle collisions

Number of reported accidents =  $< \text{or} > 5$   
time period from to

Response

Warrant is not satisfied

**Warrant 3.** Minimum traffic volumes

- a The total vehicular volume entering the intersection from all approaches must average at least 500 vehicles per hour for any 8 hours of an average day, and

Total number of hours all approach volume exceeds 500 veh/hour =  
 $< \text{or} > 8$

Response Warrant is not satisfied

- b The combined vehicular and pedestrian volume from the minor street or highway must average at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the maximum hour, but

Total number of hours minor street volume exceeds 200 units/hour =  $< \text{or} > 8$   
(hours must be same hours used for all approach)

## MULTIWAY STOP TRAFFIC STUDY

March 17, 1999

PAGE 2

Response: Warrant is not satisfied

- c When the 85-percentile approach speed of major street traffic exceeds 40 miles per hour, the minimum vehicular volume warrant is 70 percent of the above requirements

Total number of hours all approach volume exceeds 350 veh/hour = < or  
> 8 hours.

Total number of hours minor street volume exceeds 140 veh/hour = < or  
> 8 hours ( must be the same 8 hours used for all approach)

Response: Warrant is not satisfied

## DISCUSSION OF WARRANTS AND RECOMMENDATIONS;



**JONES & CARTER, INC.**

*Consulting Engineers*

6335 Gulfport, Suite 200  
Houston, Texas 77081-1169

713/777-5337  
Fax 713/777-5976

17/11

April 12, 1999

Ms Linda Munoz  
Fort Bend County Clerk's Office  
301 Jackson Street  
Richmond, Texas 77406

Re Replat of Weston Lakes Section 16  
Fort Bend County, Texas

Dear Ms Munoz

Enclosed is a copy of the letter notifying the land owner of the public hearing and a copy of the return receipt of the certified letter

Should you have any questions or require additional information, please call

Sincerely,

Kenneth J Martinec

Enclosures

KJM

ENG\KJM\0-DEV\OXBOW\Munoz.doc



**JONES & CARTER, INC.**

*Consulting Engineers*

6335 Gulton, Suite 200  
Houston, Texas 77081-1169

713/777-5337  
Fax 713/777-5976

April 5, 1999

Mr. Jack Miller  
Sierra Golf Corporation  
32611 F M 1093  
Fulshear, Texas 77441-0461

Re Replat of Weston Lakes Section 16  
Fort Bend County, Texas

Dear Mr Miller:

The Commissioners Court of Fort Bend County, Texas has set a public hearing to consider the replat of Weston Lakes Section 16 recorded on Slide Nos 1791 B & 1792 A of the Plat Records of Fort Bend County, Texas for the purpose of adding Lots 21 - 30, Block 2 and adding language to revise the roads from public to private

Under the State Law you, the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right on the matter, you may be heard at the planned public hearing on April 27, 1999, at 1.00 p m. The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Room 701 in the William B Travis Building, 7<sup>th</sup> Floor, Richmond, Texas or you may contact Mr Nathan Hatcher of the Fort Bend County Engineering Department prior to the hearing at (281) 342-3039.

Sincerely,

Carlos P. Cotton, P E

KJM

ENG\KJM\0-DEVOXBOW\LETTERS\Notice.doc

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b
- Print your name and address on the reverse of this form so that we can return this card to you
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number
- The Return Receipt will show to whom the article was delivered and the date delivered

3 Article Addressed to

Jack Miller  
Sierra Golf Corporation  
32611 F.M. 1893  
Fulshear, Texas 77441-0461

4a Article Number

P098936139

4b Service Type

- ☐ Registered
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☐ Certified
- ☐ Insured
- ☐ COD

7 Date of Delivery

4-6-94

5 Received By (Print Name)

6 Signature (Addressee or Agent)

X Jim Miller

8 Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-00-8-0228

Domestic Return Receipt

Thank you for using Return Receipt Service.

I also wish to receive the following services (for an extra fee)

- 1 ☐ Addressee's Address
- 2 ☐ Restricted Delivery

Consult postmaster for fee

**MARSHA P. GAINES**

Fort Bend County Tax Assessor/Collector  
P O Box 399 Richmond, Texas 77406-0399  
281-341 3710 Fax 281-341-9267  
E Mail: gainema@co.fort-bend.tx.us

190

DATE April 12, 1999

TO County Judge Jim Adolphus  
Commissioner R. L. "Bud" O'Shea  
Commissioner Grady Prestage  
Commissioner Andy Meyers  
Commissioner James Patterson  
Ben W. "Bud" Childers, County Attorney

FROM Marsha P. Gaines  
Tax Assessor/Collector

RE Warver of Penalty and Interest - Jaradi, Pinakin N, 2320-01-001-0060-907,  
1998 Tax Year, Precinct 4

Pinakin N. Jaradi is requesting waiver of penalty and interest on the above referenced account for the 1998 tax year.

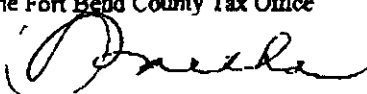
Tax Office records indicate

- 1998 tax roll has the above referenced account number listed under Jaradi, Pinakin N & Kishori P, 411 Lake Bend Dr, Sugar Land, Texas 77479-5802
- 1998 original tax mailed to Jaradi, Pinakin N & Kishori P, 411 Lake Bend Dr, Sugar Land, Texas 77479-5802
- On December 30, 1998, our office received ck#5650438 from NationsBank in the amount of \$4,219.92 made payable to our office; the correct amount due for the County tax was \$1,331.03
- On January 9, 1999, our office returned ck#5650438 to Pinakin Narayan Jaradi stating that the \$4,219.92 was for the school tax and asked him to reissue a check to our office in the correct amount of \$1,331.03
- Per documentation from NationsBank, ck#5628616 was issued on December 28, 1998, in the amount of \$1,331.03, to Fort Bend I S D, which are school taxes
- Payment with March penalty was posted to the account on March 12, 1999

**Breakdown of Taxes Paid**

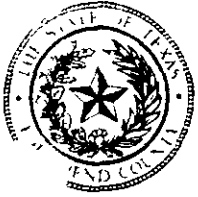
Base Tax	\$1,331.03
Penalty and Interest	\$ 119.79
Total Paid	\$1,450.82

I do recommend waiver of penalty and interest per error by the Fort Bend County Tax Office



STATEMENT: EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

20  
A

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

April 21, 1999

TO: Office of the County Judge  
Fort Bend County, Texas

OK

SUBJECT: Agenda Items Commissioners Court April 27, 1999

- 1 Authorize advertising for bids for the following:
  - a. Office supplies,
  - b. Elevator maintenance at Jail;
  - c. Pavement marking,
  - d. Road material,
  - e. Culverts,
  - f. Printing of stationary;
  - g. Bridge material;
  - h. Bates M. Allen Blue Hole Park
- 2 Consider taking action on Bid #99-044 - Purchase or lease/purchase of new track type tractors.
- 3 Consider granting 30 day extension to Lawrence Marshall pursuant to the following bids
  - a. #98-077 Police package utility vehicles (2 orders Sheriff Dept),
  - b. #98-091 One-ton pick up (1 order Extension Service).

cc with full package

Commissioner O'Shieles  
Commissioner Prestage  
Commissioner Meyers  
Commissioners Patterson

Dianne Wilson  
Robert Grayless  
Jim Edwards  
Bud Childers

cc cover only

Milton Wright - Sheriff  
Bouche Mickey - Extension Service  
Bill Henry - Road and Bridge  
Dan Gerken - Drainage



# TABULATION

## PURCHASE OR LEASE/PURCHASE OF NEW TRACK TYPE TRACTORS

BID #99-044

COMPANY	BID PRICE	DOWN PAYMENT	PAYMENT IN 2000	PAYMENT IN 2001	INTEREST RATE	Optional Extended Warranty
Mustang Tractor Houston	\$294,793.00 Cat D8R	\$87,500.00	\$109,578.93	\$109,578.93	5.25% Financing Cat Financial	\$5200.00 5 year/7500 hour powertrain only
Mustang Tractor Houston	\$294,793.00 Cat D8R	\$137,500.00	\$83,154.26	\$83,154.26	5.25% Financing Cat Financial	\$5200.00 5 year/7500 hour powertrain only
Waukesha Pearce Houston	\$337,772.00 Komatsu D155AX-5	\$87,500.00	\$134,953.81	\$134,953.81	5.00% Financing Komatsu Financial	\$3707.00 3 year/5000 hour powertrain only
Waukesha Pearce Houston	\$337,772.00 Komatsu D155AX-5	\$137,500.00	\$108,019.29	\$108,019.29	5.00% Financing Komatsu Financial	\$3707.00 3 year/5000 hour powertrain only

## RECAPITULATION OF BID

Commissioners Court approval  
Legal notice run in newspaper  
Individual notices mailed  
Bid packets picked up or mailed  
Bid opening date  
Bids received

March 30<sup>th</sup>  
April 4<sup>th</sup> and 11<sup>th</sup>  
49  
8  
April 19<sup>th</sup>  
2

Lease/Purchase 2 each

FUNDING: \$137,500.00 x 2 = \$275,000.00 down payment from Drainage District 115-051-0510-1010  
2000 and 2001 payments by Drainage District

20/05

# Lawrence Marshall Dealerships

P.O. Box 983 Hempstead, Texas 77445-0983 Phone. 826-2411 Houston (713) 627-7425 (M-A-R-S-H-A-L)  
Toll Free (800) 324-7283

April 9, 1999

Attn: Debbie  
Fort Bend County Purchasing

re: Vehicle Orders

Please notify the departments on the following orders:

- 1) \_Crewcab--GM Order #BHVK88---Production day 4/19---ETA 5-7-99
- 2) \_Tahoe Police--GM Order #BMFT6T & #BMFT6V--Production mid-May--ETA 5-30-99  
to 6-7-99. The production delay is caused by the plant building all  
nationwide vehicles in the same production sequence.

Please grant us delivery extensions if possible.

Thanks,

Averyt Knapp  
713-627-7425 x866



#200

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

DATE SUBMITTED. 4/12/99  
COMMISSIONERS COURT AGENDA FOR: 4/27/99

DEPT SUBMITTED BY: County Attorney  
DEPT. PHONE NO. 281-341-4556

**SUMMARY OF ITEM:**

**Consider approval of Amended Agreement between Fort Bend County and Star Armored Car Service.**

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

LIST SUPPORTING DOCUMENTS ATTACHED: yes  
(Back-up documentation must be attached for consideration)

**FINANCIAL SUMMARY:**

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

**Original form** submitted with back up to County Judge's Office: Yes: ( x )

**CC with back up:**

Auditor	(281-341-3774)	Comm. Pct. 1	(281-344-0587)
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) yes

**Instructions for submitting an Agenda Request:**

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

**RECOMMENDATION / ACTION REQUESTED**

5-12-99 Sent original Contract to Co. Attorney.

STATE OF TEXAS §

COUNTY OF FORT BEND §

**AMENDED**  
**TERM CONTRACT FOR ARMORED CAR SERVICE**

On December 29, 1998, Fort Bend County entered into a Contract (Bid No 99-009) with Star Armored Inc for armored car service for the period beginning 1/1/99 and ending on December 31, 1999 The Agreement, attached hereto as Exhibit "A" is hereby amended, effective April 1, 1999 as follows

Eliminate service to the office of Constable, Precinct 1, Reduce the service to Constable, Precinct 4 from daily to weekly, and reduce contract amount to \$4,626.00.

All other terms and conditions in the attached Exhibit "A" will remain in full force and effect throughout the term of the Agreement.


Signed this 27<sup>th</sup> day of April, 19 99

**FORT BEND COUNTY**

By

  
James C Adolphus, County Judge

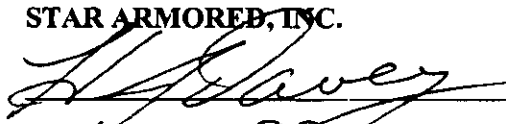
ATTEST

  
Dianne Wilson, County Clerk

**STAR ARMORED, INC.**

By

Date

  
4.9.99



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

December 30, 1998

H J Davey  
Star Armored Inc.  
3314 Mercer  
Houston Tx 77027

RE: Fort Bend County Bid #99-009 - Term contract for armored car service for Fort Bend County

Dear H J,

This letter is to advise you that the Commissioners Court of Fort Bend County in Regular Session on December 29th awarded your company the contract pursuant to your bid on the above referenced bid.

This contract is for the period 1 January 1999 thru 31 December 1999.

Bid tabulation is attached. If you have any questions please contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cindy Morales".

Cindy Morales  
Senior Buyer

cc

County Auditor - Accounts Payable  
County Buyers  
County Departments

## TABULATION

AS PER ORIGINAL

**TERM CONTRACT FOR ARMORED CAR SERVICE  
FOR FORT BEND COUNTY**

**BID #99-009**

COMPANY	SECTION 1	SECTION 2	SECTION 3	SECTION 4	REMARKS
Statewide Armored 2915 West Loop Houston 77027	\$6,304.00	\$1,167.00	\$7,471.00	\$40.00	Bid disqualified Term & Conditions altered
Dunbar Armored 3434 Yale Street Houston 77018	\$13,280.00	\$1,800.00	\$15,080.00	\$50.00	Bid disqualified Term & Conditions altered

**RECAPITULATION OF BID**

Commissioner Court Approval.  
Legal notice run in newspaper  
Individual notices mailed:  
Bid packets picked up or mailed:  
Bid opening date:  
Bids received:

October 6, 1998  
December 13th and December 20th  
6  
6  
December 28, 1998  
3

# INVITATION FOR BIDS

#1 4382.00  
#2 5111.00 729.00

## TERM CONTRACT FOR ARMORED CAR SERVICE FOR FORT BEND COUNTY

BID #99-009

ISSUED BY: THE FORT BEND COUNTY PURCHASING AGENT ON 12/14/98

AS PER ORIGINAL

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids, for the term contract for armored car service for Fort Bend County, as described on the attached specifications, will be received in the Office of the County Purchasing Agent, Fort Bend County, Jane Long Annex, 500 Liberty Street, Suite 103, Richmond OR (Mail to: 301 Jackson, Richmond, Texas 77469) until 1:30 P.M. (LOCAL TIME) MONDAY, DECEMBER 28, 1998. All bids will then be opened and publicly read in the Jane Long Annex, 500 Liberty Street, Suite 100, Richmond, Texas. Bids received after the specified time will be returned unopened.

STAR ARMORED, INC.  
LEGAL NAME OF CONTRACTING COMPANY

74-2343993  
FEDERAL I.D. # (Company or Corporation) SOCIAL SECURITY # (Individual)

713-572-2500  
TELEPHONE NUMBER 713-572-2525  
FACSIMILE NUMBER

H. J. Davey  
CONTACT PERSON Secretary & CFO  
TITLE

3314 MERCER  
COMPLETE MAILING ADDRESS HOUSTON TX  
CITY & STATE 77027  
ZIP CODE

3314 MERCER  
COMPLETE STREET ADDRESS HOUSTON, TX  
CITY & STATE 77027  
ZIP CODE

**FORT BEND COUNTY BID #99-009**

**A. SCOPE:**

It is the intent of Fort Bend County to contract with one (1) or more vendors for armored car service. All services shall be performed in accordance with each and every specification contained herein

**B. PERIOD OF CONTRACT:**

This period of this contract is 1 JANUARY 1999 thru 31 DECEMBER 1999, renewable annually for two (2) years (thru 31 December 2001) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

**C. BID FORM COMPLETION:**

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued.

**D. FORT BEND COUNTY REPRESENTATIVE:**

Point of contact for this project will be Ms Cindy Morales, Senior Buyer, Fort Bend County Purchasing Department, 301 Jackson, Richmond, Texas 77469 Questions must be submitted in writing and may be faxed to (281) 341-8642.

**E. PICK UP/DELIVERY ADDRESSES:**

County Treasurer:	309 S. 4th Street, Suite 514, Richmond, Texas.
County Clerk:	301 Jackson, Richmond, Texas.
County Clerk:	303 Texas Parkway, Missouri City, Texas.
District Clerk:	401 Jackson, Suite 106, Richmond, Texas.
J.P. Pct #1 Place 2:	309 S. 4th Street, Suite 125, Richmond, Texas.
J.P. Pct #2:	303 Texas Parkway, Missouri City, Texas.
J.P. Pct #4:	12919 Dairy Ashford, Sugarland, Texas.
Richmond Tax Office:	500 Liberty Street, Suite 101, Richmond, Texas.
Sugar Land Tax Office:	1514 Parkway Blvd., Sugar Land, Texas.
Missouri City Tax Office:	310 Orchard Street, Missouri City, Texas.
NationsBank-Richmond:	1100 Jackson Street, Richmond, Texas.
Richmond CSCD:	118 Legion Drive, Richmond, Texas.
Missouri City CSCD:	303 Texas Parkway, Missouri City, Texas.
Sugarland CSCD:	12919 Dairy Ashford, Sugarland, Texas.
EMS	4336 Highway 36, Richmond, Texas.
Constable Pct #1	309 S. 4th Street, Suite 117, Richmond, Texas.
Constable Pct #2	303 Texas Parkway, Missouri City, Texas.
Constable Pct #4	12919 Dairy Ashford, Sugarland, Texas.



**FORT BEND COUNTY BID #99-009**

**\*AMENDED 12-18-98**

**\*F. REQUIREMENTS OF SERVICE:**

**Morning pickups:**

1. Pick up monies at Sugar Land Tax Office and deliver to Richmond Tax Office in morning run.

2. Pick up business at Sugar Land Tax Office and deliver along with Missouri City business to Richmond Tax Office and pick up bag and hold in vault overnight to take to Sugar Land Tax Office the next morning.

3. Pick up monies at Missouri City Tax Office and deliver to Richmond Tax Office.

4. Pick up business at Missouri City Tax Office and deliver along with Sugar Land business to Richmond Tax Office and pick up bag and hold in vault overnight to take to Missouri City Tax Office the next morning.

5. Pick up monies at Richmond Tax Office 10:30 AM and deliver to NationsBank-Richmond, get change at bank for all Tax Offices, if needed, and deliver on next run.

6. Pick up monies at District Clerk and deliver to NationsBank-Richmond.

7. Pick up monies at County Clerk and deliver to NationsBank-Richmond.

8. Pick up monies at County Treasurer by 10:00 am and deliver to NationsBank-Richmond.

9. Pick up monies at Missouri City CSCD Office and deliver to CSCD Richmond By 10:30 a.m.

10. Pick up monies at Sugar Land CSCD Office and deliver to CSCD Richmond.

11. Pick up monies at Richmond J.P. Pct. 1, Place 2 and deliver to NationsBank-Richmond.

12. Pick up monies at Missouri City J.P. Pct. #2 and deliver to NationsBank-Richmond.

13. Pick up monies at Sugar Land J.P. Pct. #4 and deliver to NationsBank-Richmond.

14. Pick up monies at Richmond Constable Pct. 1 and deliver to NationsBank-Richmond.

15. Pick up monies at Missouri City Constable Pct. 2 and deliver to NationsBank-Richmond.

\*16. Pick up monies at Missouri City County Clerk and deliver to County Clerk-Richmond.

**FORT BEND COUNTY BID #99-009**

**\*AMENDED 12-16-99:**

**REQUIREMENTS OF SERVICE(cont'd):**

7. Pick up monies at Sugar Land Constable Pct. 4  
Richmond.

Deliver to NationsBank-

**Terms on Pickups:**

Pick up monies by 2:30 PM at Richmond Tax  
Bank (No Later Than 3:00 PM Same Day).

and deliver to Nations

**IDA'S ONLY** Pick up monies by 2:00 PM  
(No Later Than 3:00 PM Same Day).

and deliver to Nations

Pick up monies by 2:30 PM at County Clerk's  
Office (No Later Than 3:00 PM Same Day).

Deliver to Nations Bank (No

**ELIGIBILITY INFORMATION:**

Fort Bend County will have all packages  
in the event such packages are not  
received within fifteen (15) minutes at NO ADDITIONAL CHARGE.  
In the event such packages are not  
received within fifteen (15) minutes at NO ADDITIONAL CHARGE.  
In the event such packages are not  
received within fifteen (15) minutes at NO ADDITIONAL CHARGE.  
In the event such packages are not  
received within fifteen (15) minutes at NO ADDITIONAL CHARGE.

Immediate pick up.  
Vendor agrees to wait  
for the fifteen (15)  
minutes or charge a flat

Fort Bend County observes the following holidays:

Subject to change):

New Year's Day  
Martin Luther King Jr. Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Fair Day (September 24, 1999)  
Veterans Day  
Thanksgiving Day and following Friday  
Christmas Eve  
Christmas Day

1. Vendor agrees to supply any lost documents  
at NO ADDITIONAL CHARGE to Fort Bend County.

Documents at NO ADDITIONAL

2. Bid price includes all other charges, including  
as specified.

in order to fulfill contract

3. Fort Bend County reserves the right to

at delivery locations.

4. All pick ups are Monday through Friday  
Friday only.

Exception of EMS on

**FORT BEND COUNTY BID #99-009**

**H. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1 - General Requirements.
2. Enclosure #2 - Purchase Order Terms and conditions.
3. Enclosure #3 - Insurance (MUST be submitted with bid).
4. Enclosure #4 - Workers compensation insurance (MUST be submitted with bid).

**I. BID PRICE:**

**SECTION 1: MORNING PICK UP**

**BID PRICE, COST PER MONTH, F.O.B FORT BEND COUNTY:**

<u>LOCATION:</u>	<u>LIABILITY</u>	<u>MONTHLY BID PRICE:</u>
Monies at Sugar Land Tax Office to Richmod Tax Office	\$150,000.00	\$ <u>330.00</u>
Business at Sugar land Tax Office and deliver along with Missouri City business to Richmond Tax Office and pick up bag and hold in vault overnight to take to Sugar Land and Missouri City Tax Office the next morning.	\$150,000.00	\$ <u>Conjunctive</u>
Monies at Missouri City Tax Office to Richmond Tax Office.	\$150,000.00	\$ <u>330.00</u>
Business at Missouri City Tax Office and deliver along with Sugar Land business to Richmond Tax Office and pick up bag and hold in vault overnight to take to Missouri City and Sugar Land Tax Office the next morning.	\$150,000.00	\$ <u>Conjunctive</u>
Monies at Richmond Tax Office to NationsBank-Richmond	\$1,000,000.00	\$ <u>400.00</u>
Monies at District Clerk to NationsBank-Richmod	\$ 15,000.00	\$ <u>264.00</u>

## FORT BEND COUNTY BID #99-009

\*AMENDED 12-16-98

## 1. BID PRICE(cont'd):

## SECTION 1:MORNING PICK UP (cont'd):

## BID PRICE, COST PER MONTH, F.O.B FORT BEND COUNTY:

<u>LOCATION:</u>	<u>LIABILITY:</u>	<u>MONTHLY BID PRICE:</u>
Monies at County Clerk to NationsBank-Richmond	\$100,000.00	\$ <u>264.00</u>
Monies at County Treasurer to NationsBank-Richmond	\$300,000.00	\$ <u>264.00</u>
Monies at Missouri City CSCD to Richmond CSCD	\$ 5,000.00	\$ <u>286.00</u>
Monies at Sugar land CSCD to Richmond CSCD	\$ 5,000.00	\$ <u>286.00</u>
Monies at Richmond J.P. 1 PL 2 to NationsBank-Richmond	\$15,000.00	\$ <u>264.00</u>
Monies at Missouri City J.P. #2 to NationsBank-Richmond	\$10,000.00	\$ <u>286.00</u>
Monies at Sugar land J.P. #4 to NationsBank-Richmond	\$10,000.00	\$ <u>286.00</u>
Monies at Richmond Constable Pct #1 to NationsBank-Richmond	\$10,000.00	\$ <u>264.00</u>
Monies at Missouri City County Clerk to County Clerk-Richmond	\$100,000.00	\$ <u>286.00</u>
Monies at Missouri City Constable Pct #2 to NationsBank-Richmond	\$10,000.00	\$ <u>286.60</u>
Monies at Sugar land Constable Pct #4 to NationsBank-Richmond	\$10,000.00	\$ <u>286.00</u>
TOTAL FOR SECTION 1:		\$ <u>4382.00</u>

**FORT BEND COUNTY BID #99-009****I. BID PRICE(cont'd):****SECTION 2: AFTERNOON PICK UP  
BID PRICE, COST PER MONTH, F.O.B FORT BEND COUNTY:**

<u>LOCATION:</u>	<u>LIABILITY:</u>	<u>MONTHLY BID PRICE:</u>
<b>FRIDAYS ONLY</b> Monies by 2:00 PM at EMS to NationsBank-Richmond (No later than 3:00PM Same day)	\$100,000 00	\$ <u>65</u>
Monies by 2:30 PM at Richmond Tax Office to NationsBank-Richmond (No later than 3:00PM Same day)	\$1,000,000 00	\$ <u>400</u>
Monies by 2:30 PM at County Clerk Office to NationsBank-Richmond (No later than 3:00PM Same day)	\$100,000.00	\$ <u>264</u>

**TOTAL FOR SECTION-2:**\$ 729**TOTAL IF ALL LOCATIONS ARE AWARDED:**\$ 5,111.00

**ATTACH WITH BID** a list of scheduled holidays. In the event Fort Bend County requires service on a vendor's scheduled holiday the following rate will be charged:

**BID PRICE, PER HOLIDAY, PER LOCATION:**\$ 25.00 /EA.INITIALS OF BIDDER: LD

CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 29 day of DECEMBER, 19 98, by and between  
Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge <sup>James Adolphus</sup> ~~Mike Rozell~~,  
by virtue of an order of Fort Bend County Commissioners Court, and STAR ARMORED, INC.  
(hereinafter designated Contractor). (company name)

WITNESSETH:


The Contractor and the County agree that the bid and specifications for Armored car service which are hereto attached  
and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement  
and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices  
stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the  
parties hereto and a purchase order authorizing the items desired has been issued.


Executed at Richmond, Texas this 29 day of DECEMBER, 19 98

Fort Bend County, Texas

By:

  
County Judge

By:

  
Contractor

Fee Officers' Deposits - Method of Delivery									
STAR CONTRACT	FROM	DELIVERED BY	TO	FREQUENCY	DELIVERIES thru 3-9-99				
1	Tax Off Sugar La	Star	Tax Off Richmond	Daily	46				
2	Tax Off Mo City	Star	Tax Off Richmond	Daily	46				
3	Tax Off Richmond	Star	Nations Bank Rich	Daily	46				
4	District Clerk	Star	Treasurer	Daily	46				
5	County Clerk Rich	Star	Treasurer	Daily PM	44				
6	Treasurer	Star	Nations Bank Rich	Daily	46				
7	CSCD Mo City	Star	CSCD Richmond	Daily					
8	CSCD Sugar Land	Star	CSCD Richmond	Daily					
	JP 1, PI 1, Fredrik	Clerk or Judge	Needville Bank	Daily					
	JP 1, PI 1, Fredrik	Constable 1	Treasurer	Weekly	(Check)				
9	JP 1, PI 2, Geick	Star	Treasurer	Daily	35				
10	JP 2, Clouser	Star	Treasurer	Daily	44				
	JP 3, Detting	Clerk or Judge	Sugar Land Bank	Daily					
	JP 3, Detting	Clerk or Judge	Treasurer	Weekly	(Check)				
11	JP 4, Richard	Star	Treasurer	Daily	33				
12	Const 1, Dorr	Constable 1	Treasurer	Weekly	9	Star = \$264/mo	eliminate		
13	Cly Clerk Mo City	Star (3-9-99)	County Clerk Rich	Daily		Star = \$286/mo	3/9/99		
14	Const 2, Davis	Star	Treasurer	Daily	14				
	Const 3, Cook	Constable 3	Treasurer	1 or 2/wk	8				
15	Const 4, Werlein	Star	Treasurer	Weekly	10	Star = \$286/mo	s/b weekly		
	Sheriff	Sheriff	Treasurer	?	27				
16	EMS	Star	Treasurer	Weekly	9				
17	Tax Off Richmond	Star	Nations Bank Rich	Daily PM					
18	County Clerk Rich	Star	Treasurer	Daily					
	Parks								
	Libraries	Book Delivery Vans	Main Library	Daily					
	Libraries	Norma Landry	Treasurer	Daily					
	Animal Control								



## COUNTY JUDGE


Fort Bend County, Texas

AR 17 1999

James C. Adolphus  
County Judge

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

TO Robert N Grayless, County Auditor

FROM James C Adolphus, County Judge 

COPIES A.J Dorr, Constable, Precinct 1  
S H "Hal" Werlein, Constable, Precinct 4  
Dianne Wilson, County Clerk  
H J Davey, Star Armored, Inc

DATE March 17, 1999

SUBJECT Payment of Star Armored, Inc Invoice

I have reviewed the Star Armored, Inc contract (Fort Bend County Bid #99-009) and compared it to the actual armored car service received for the first three months of 1999 (spread sheet attached)

As authorized by the Commissioners Court on March 9, 1999, I am recommending that the following **reductions in Star's billing**

- No service was provided to the office of Constable, Precinct 1 (\$264/mo for 3 months = \$792 00).
- Since the County Clerk's office in Missouri City did not open until 3-9-99, no service was provided until that date (\$286/mo for 2 months = \$572 00)
- Service to Constable, Precinct 4 was reduced from "daily" to "weekly" (no adjustment to Jan -Feb - Mar. billing, but adjust service to weekly effective 4-1-99)

**Permanent amendments to the Star contract** should include

- Eliminate the service to the office of Constable, Precinct 1 (a reduction of \$264/mo)
- Reduce the service to Constable, Precinct 4 from "daily" to "weekly" (Star has agreed to reduce the monthly rate on this location from \$286 to \$65, a reduction of \$221/mo)

In conversations with H J Davey, Star Armored has agreed to a reduction of \$1,364 00 to the first three month's billing, to change the contract to eliminate the Constable, Precinct 1 service, and to reduce service to Constable, Precinct 4 from "daily" to "weekly" The new monthly rate beginning 4-1-99 will be \$4,626 (\$5,111 - \$264 - \$221) Additional changes to the contract may be negotiated with Star in the future



IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE YEAR  
1999

On this the 27 day of April, 1999 at a \_\_\_\_\_ Session  
of the Commissioners Court with the following present

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

John C. D.  
Bill O'Shields  
Jack Prestage  
W. A. Meyers  
Jan Patterson

Now, therefore, be it resolved upon the motion of Commissioner O'Shields  
seconded by Commissioner Prestage, duly put and carried, it is ordered that  
the bills be approved as presented by Robert Grayless, County Auditor

\*\*\*\*\* APPROVED \*\*\*\*\*

Robert Grayless  
County Auditor

Date \_\_\_\_\_

Time Reconvened \_\_\_\_\_

Time Adjourned or Recessed: \_\_\_\_\_

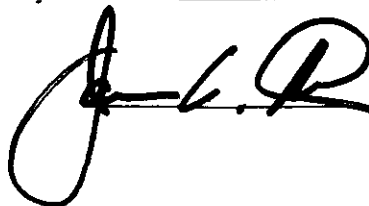
## SETTLEMENT AND RELEASE PROPERTY DAMAGE ONLY

KNOW ALL MEN BY THESE PRESENTS that **Fort Bend County, Texas**, for the sole consideration of the sum of **Three Thousand Eight Hundred Fifty Four and 00/100 dollars, (\$3854.00)** paid by or on behalf of the **City of Rosenberg**, receipt of which is hereby acknowledged, does hereby release, acquit and forever discharge the **City of Rosenberg, Texas, Francisco Rangel, and Texas Municipal League Intergovernmental Risk Pool**, its officers, directors, agents, attorneys, employees, associated companies, affiliates, and subsidiary companies, of and from and all claims, causes of action, costs and demands for property damage, of whatever name or nature, arising or growing out of or on account of a loss which occurred as a result of an automobile accident on or about **January 21, 1999**, at the intersection of **Allen Street and Avenue J**, in the City of **Rosenberg, Ft. Bend County, Texas**

THE UNDERSIGNED ACKNOWLEDGES that the consideration shown above is in full payment and satisfaction of the claim or cause of action described above and that no other promise has been made to **Fort Bend County, Texas**, or any of its officers, directors, agents, attorneys or employees, and that this is a compromise settlement of any and all liability of the **City of Rosenberg, Texas, Francisco Rangel, Texas Municipal League Intergovernmental Risk Pool**, and its officers, directors, agents, attorneys and employees, and all persons who may jointly and severally be liable with them

This release and the payment made is not to be construed as an admission of liability all liability being expressly denied

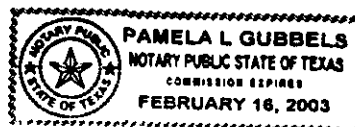
SIGNED AND SEALED this 27 day of April, 19 99



SUBSCRIBED and SWORN to before me this

27<sup>th</sup> day of April, 19 99

Pamela L. Gubbels  
NOTARY PUBLIC



23/D/A

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

DATE SUBMITTED: <u>4/14/99</u>	SUBMITTED BY: <u>Comm. O'Shieles</u>	AGENDA
COURT AGENDA DATE: <u>4/27/99</u>	DEPARTMENT: <u>071</u>	ITEM
	PHONE NO.: <u>281 344-9400</u>	#

**SUMMARY OF ITEM:**

**CLOSED SESSION: Personnel Matters: Fairgrounds**

**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 _____ agcy _____ 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 (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)

**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:**

24/A

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

DATE SUBMITTED: 4-15-99

SUBMITTED BY: JOHN KNOX  
DEPARTMENT: JUDGES OFFICE  
PHONE NO.: 341-8606

AGENDA  
ITEM  
#

COURT AGENDA DATE: 4-27-99

SUMMARY OF ITEM: RE-INSTATE THE FORT BEND INDUSTRIAL DEVELOPMENT CORPORATION (FORFEITED BY THE SECRETARY OF STATE ON 4-24-94).

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: MEMO FROM JENNIFER RAYMOND GFBEDC

**FINANCIAL SUMMARY:**

BUDGETED ITEM.	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source.	Recurring ( )	
fund _____ agcy _____ Object _____	N/A ( )	

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

**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)

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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:**

## Greater Fort Bend Economic Development Council

# Memo

**To:** Judge Jim Adolphus  
**From:** Jennifer Raymond, Vice President – Development, GFBEDC  
**Date:** April 8, 1999  
**Re:** Fort Bend Industrial Development Corporation

---

The GFBEDC has been working a company, Teleflex International, in relocating its turbomachinery repair and coating facility to Gessner Road Commerce Park in Missouri City. They have requested the GFBEDC to assist them in applying for an Industrial Revenue Bond, which is a tool that provides tax exempt financing for industrial projects. This requires an Industrial Development Corporation to facilitate the process and act as a conduit through which all monies are channeled. All debt services on the bonds are paid by the business. As such, it **does not** constitute a debt or obligation of the governmental entity, the industrial development corporation, or the State of Texas. This company, in particular, has a financial institution that has committed to purchase the bonds and has its own legal counsel. Teleflex is familiar with the process and has IRB's outstanding in other areas of the country financing similar operations.

In 1986, the Fort Bend Industrial Development Board was incorporated, and by-laws, a fee schedule and bond procedures were established. However, the corporation was forfeited by the Secretary of State on April 24, 1994 due to delinquency in filing an annual 901 form. This can be remedied and the corporation can be reinstated by filing the 901, 801 and 802 forms, which have a \$25-50 fee associated with them.

IRB's can be a useful tool for economic development in this scenario as well as many others, therefore, the Greater Fort Bend Economic Development Council is requesting that the Fort Bend County Industrial Revenue Corporation be reinstated. Due to the age of the by-laws, fee schedule and bond procedures, the new board may consider updating these documents. The GFBEDC recommends the following individuals for the FBCIDC Board of Directors to Commissioner's Court.

- 1 Bill Jameson
- 2 Fred Hartman
- 3 Bob Hebert
- 4 Frank Gracely
- 5 Rick Zapalac

Thank you for your support and assistance in creating another mechanism to be utilized for economic development in Fort Bend County. Please contact the GFBEDC with any questions or concerns.

#### Judge Adolphus' nominees for Fort Bend IDC

1. John Knox
2. Fred Hartman
3. Bob Hebert
4. Frank Gracely
5. Rick Zapalac
6. Russell Jones
7. Jon Strange

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## Texas Small Business Industrial Revenue Bond Program

The State of Texas Industrial Revenue Bond Program is designed to provide tax-exempt financing to finance land and depreciable property for eligible industrial or manufacturing projects. The Development Corporation Act allows cities, counties, conservation and reclamation districts to form nonprofit industrial development corporations (IDC's) or authorities on their behalf. The purpose is to issue taxable and tax-exempt bonds for eligible projects in their jurisdictions. The industrial development corporation acts as a conduit through which all monies are channeled. Generally, all debt services on the bonds are paid by the business under the terms of a lease, sale, or loan agreement. As such, it does not constitute a debt or obligation of the governmental unit, the industrial development corporation, or the State of Texas.

**Texas Department of Economic Development's role.** The Development Corporation Act directs TDED to review and approve lease, sale or loan agreements and bonds issued by local industrial development corporations under the Act.

The Texas Attorney General's Office must also approve bonds issued by local industrial development corporations in addition to the review by TDED. Tax-exempt issues may also be required to make an application to the Texas Bond Review Board to receive an allocation under the state's volume cap for tax-exempt bonds.

**Process** The local industrial development corporation issuing the bonds for a project must pass a declaration that the bonds are tax-exempt. This allows the business entity to begin immediately incurring eligible costs with bond proceeds. The local industrial development corporations must pass a bond resolution, whether tax-exempt. This resolution will approve the project, set the bond amount, and make findings required.

The unit of government on whose behalf the local industrial development corporation was created must approve the corporation's resolution and the project. All terms of the bond sale are negotiated among and all documents may be prepared by legal counsel.

The Industrial Development Corporation submits an application to the Texas Department of Economic Development in accordance with Texas Department of Economic Development's rules. The corporation must submit an application to the Attorney General's office in accordance with its rules. Both applications may be submitted simultaneously. The Attorney General's Office will not give final approval until they receive a copy of the Texas Department of Economic Development's approval letter.

**Fees** If all approvals have been granted, the IDC can issue the bonds and finance the project from the proceeds. The Texas Department of Economic Development will not accept applications submitted by an industrial development corporation without the required fee. The fee, as set by rule, will not be less than \$500 or greater than \$25,000. Call for more information.

Office of Business Services  
Texas Department of Economic Development  
P O Box 12728  
Austin, TX 78711  
512-936-0223 (VOICE)  
512-936-0520 (FAX)  
512-936-0555 (TDD)  
800-735-2989 (RELAY TEXAS)  
E-Mail [finance@tded.state.tx.us](mailto:finance@tded.state.tx.us)  
Internet <http://www.tded.state.tx.us>

### SMALL BUSINESS INDUSTRIAL REVENUE BONDS

#### **What is the Industrial Revenue Bond (IRB) Program?**

The IRB program is a program that allows non-profit development corporations or authorities to issue bonds on behalf of a designated end-user

#### **What are the benefits to businesses under the Industrial Revenue Bond Program?**

Under the IRB program long-term financing can be obtained at tax-free rates, which generally are below prevailing loan rates

#### **For what purpose can IRB's be issued?**

IRB's may be issued to finance the construction and/or acquisition of land, buildings or equipment suitable for use by industrial or manufacturing enterprises. Proceeds from the sale of bonds may be used to pay architects', attorneys' and engineers' fees, incurred in connection with the project being financed with the bond issuance

#### **What is the process that must be undertaken to issue bonds under the IRB program?**

A company that wishes to issue bonds under the IRB program should go their local city or county Industrial Development Corporation (IDC) so that the project's eligibility may be reviewed. If the IDC deems the issue to be an eligible use of funds the company should then secure a bond counsel (bond attorney). The bond counsel will advise the company on all processes dealing with the issuance of the bonds

#### **What is an Industrial Development Corporation (IDC)? How do I contact them?**

An IDC is a non-profit corporation created and existing under the provisions of the Development Corporation Act of 1979. IDC's are created to assist in the promotion of new and existing business, encourage employment, and to increase the tax base of communities within Texas. The development of the IDC must be facilitated by a governmental entity, which will appoint a board for the review of possible bond issues. If you cannot find your local IDC a bond counsel in the area should be familiar with whom you should contact

#### **Can any IDC be used to assist in the process of the prospective bond issue?**

Only an IDC that has jurisdiction over the region in which the prospective user is located may be used. To determine whether or not an IDC has jurisdiction to issue bonds on behalf of a prospective user that IDC should be contacted.

#### **What is a bond counsel? How do I contact one?**

A bond counsel is an attorney who has previously put together an application for bond issuance. To obtain a list of bond counsels in the state of Texas you can contact either TDED or The Bond Review Board.

#### **What is the maximum bond issue available under the program?**

The maximum bond amount under the IRB program is \$10,000,000. However, the actual amount may be lower since the bond and certain capital expenditures made by the business within the issuer's jurisdiction for 3 years forward and 3 years back cannot exceed \$10,000,000. This matter should be discussed with a bond counsel

#### **Can an existing building be financed under this program?**

Yes, if an amount equal to 15% of the cost of purchase (including equipment) is spent on "rehabilitation" of the building within 24 months of closing or beneficial occupancy. Federal tax law makes a very fine distinction between rehabilitation and upfit, please refer to a bond or tax attorney for specifics

#### **What is the maximum maturity of bonds issued through the IRB program?**

The final maturity of the bonds can be as long as 40 years, but the average maturity of the bonds cannot exceed 120% of the expected useful life of the assets acquired or constructed with the bond financing

#### **What is a revenue bond?**

A revenue bond is a municipal bond issue that is paid off with revenues from the project built with the proceeds. Unlike general obligation bonds, revenue bonds are usually not backed by the taxing power of the municipality



### **What is the volume cap for small issue industrial development bonds (IDB's)?**

In 1996 the allocation set aside for the issuance of IDB's was \$68,917,500, or 7.5% of the total available private activity bond allocation. The total amount of private activity tax-exempt bonds that can be issued by any state under the Tax Reform Act of 1986 is the greater of \$50 per capita or \$150 million.

### **What are the fees associated with the program?**

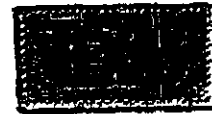
Due to the nature of the program, fees are taken in by a number of parties that are involved in the bond issuance process. The total fees associated with a bond issuance are dependent on the size of the issue and the structure of the deal. For example, some issues require a letter of credit bank to lend its rating to the bonds in order for them to be marketable, this increases the total fees. Up-front, or financing, costs totaling 2% of the bond can be paid out of bond proceeds.

### **Can bonds issued under this program be refunded?**

Additional and refunding bonds can be issued under the IRB program. No additional or refunding bonds will be issued or delivered without prior approval through TDED.

### **What process must be undertaken to refund an existing bond issue?**

Refunding bonds go through the same process to be issued as new issue bonds. In some instances, where the maturity of the original issue is not extended and the amount of the refunding is limited to only those funds necessary to refund the existing issue, an allocation under the State's volume cap may not have to be secured. Contact a bond counsel to assist with the refunding process.



#### **Texas Department of Economic Development**

#### **Finance Department**

1700 N. Congress, P.O. Box 12728  
Austin, Texas 78711-2728

On the Web: [www.tded.state.tx.us](http://www.tded.state.tx.us)

E-Mail: [finance@tded.state.tx.us](mailto:finance@tded.state.tx.us)

Technical Assistance: (512) 936-0223

Relay Texas: (800) 735-2989

*The Texas Department of Economic Development and the Finance Department is an Equal opportunity employer/program*

***Procedures for issuing IRBs:***

At the beginning of the process, it is important for businesses to contact the local IDC. The local city officials may be able to assist in contacting the IDC. A bond counsel will be contacted to determine eligibility and feasibility of the project, to prepare and review documents, package the applications, and to verify availability of authority if the project requires a portion of the volume cap through the Bond Review Board.

**It is important to note that only after a "Declaration of Official Intent" (formerly called an "Inducement Resolution") is adopted by the IDC can certain costs associated with the project be reimbursed from the bond proceeds.**

- \* Applications for projects are made directly to the local IDC. The Board of Directors will consider the project.
- \* Once the project is determined to be eligible, a Declaration of Official Intent is passed by the Issuer's Board of Directors with the assistance of Bond Counsel.
- \* A Public Hearing must be held.
- \* Through the counsels, the documents are then negotiated between the business, issuer, and bond purchasers
- \* The issuer will pass a bond resolution which authorizes the project, principal amount of the bonds and makes findings regarding the project as required under state and federal law
- \* After the passage of the bond resolution, the governmental unit will review the issuer's resolution and issue a Unit resolution.
- \* If a bond is required to reserve a portion of the volume cap, bond counsel will prepare the application to the Bond Review Board
- \* After receiving a Reservation of the state ceiling, if required, bond counsel will prepare and submit the IRB application to the Department and the Attorney General's Office
- \* After approval the bonds are closed, issued and delivered

**Fees:** Fees are required by the Department and the Attorney General's Office. The fees are due at the time of filing the application. If a project is subject to the volume cap, additional fees are required by the Bond Review Board.

44/B

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

DATE SUBMITTED: 4-15-99

SUBMITTED BY: JOHN KNOX  
DEPARTMENT: JUDGE'S OFFICE  
PHONE NO.: 341-8606

AGENDA  
ITEM  
#

COURT AGENDA DATE: 4-27-99

SUMMARY OF ITEM: APPOINT A NEW BOARD OF DIRECTORS FOR THE  
RE-INSTATED FORT BEND INDUSTRIAL DEVELOPMENT  
CORPORATION

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: LISTS of PREVIOUS NOMINEES

**FINANCIAL SUMMARY:**

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes ( ) No ( ) N/A ( )

One Time ( )

Funding Source.

Recurring ( )

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

N/A ( )

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

CC with back up:

yes ( ) 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)

**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:**

**ARTICLES OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION**

The Commissioners' Court of Fort Bend County, which is the governing body of Fort Bend County, Texas ("County") under whose auspices the Fort Bend County Industrial Development Corporation was created, hereby amends the Articles of Incorporation of the Fort Bend County Industrial Corporation.

**ARTICLE I.**

The name of the corporation is **FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION.**

**ARTICLE II.**

Article Eight of the Articles of Incorporation is amended to read as follows

The number of directors constituting the initial Board of Directors is five (5). The names and street addresses of the persons who are to serve as the initial directors are as follows

<u>Name</u>	<u>Address -</u>
Judy Chong	902 Mockingbird Way, Sugar Land, Tx 77478
Will K. Blakemore	1315 Bramblebury, Sugar Land, Tx. 77478
Jimmy Coleman	16526 Lost Quail, Missouri City, Tx. 77489
Alva Thomas	6334 Wagner Way, Sugar Land, Tx 77478
Lynn Branan	1202 Klare, Rosenberg, Tx. 77471

**ARTICLE III.**

The Corporation has no members entitled to vote on these Articles of Amendment. The Commissioners' Court of Fort Bend County, as the governing body of the unit under whose auspices the Corporation was created, has determined that the amendment is

24/B

**Commissioner Pct. 3 Appointee**

Michael Siwierka  
2943 Colony Drive  
Sugar Land, Texas 77478

Business - 713-844-3460  
Fax - 713-844-5401  
Home - 281-265-6551



## COUNTY JUDGE

Fort Bend County, Texas

James C Adolphus  
County Judge

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

TO Commissioner O'Shieles  
Commissioner Prestage  
Commissioner Meyers  
Commissioner Patterson

FROM James C Adolphus, County Judge

DATE April 26, 1999

SUBJECT Sienna Plantation LID Board Appointments

I have spent a considerable amount of time searching for an appropriate replacement for Mr Ken Tan on the Sienna Plantation Levee Improvement District Board of Directors I feel strongly that the Commissioners Court has the responsibility to include resident taxpayer representation on all boards and committees that we appoint

As you know, LID Boards are not like MUD boards which are elected by the local voters LIDs are appointed by Commissioners Court - in perpetuity The residents have no say in who represents them and who spends their tax dollars - except through Commissioners Court I believe that we should always include local taxpayers in all similar appointments

I am proposing that we appoint Mr Kendall Beckman to the Sienna LID Board replacing Mr Tan Mr Beckman is a resident of Sienna Plantation and a registered voter

Kendall A Beckman  
3918 N Caulder Way  
Missouri City, TX 77459  
Age 39  
Occupation Commercial Real Estate Appraiser  
O 713-840-6624  
H 281-778-7918

While I have not met Mr Beckman in person, I feel that he is well qualified for the LID Board He has agreed to serve and to represent the taxpayers of the LID

Your support of his appointment will be appreciated

**Vinson & Elkins**

ATTORNEYS AT LAW

VINSON & ELKINS L L P  
2300 FIRST CITY TOWER  
1001 FANNIN STREET

HOUSTON, TEXAS 77002-6760

TELEPHONE (713) 758-2222  
FAX (713) 758-2346WRITER'S TELEPHONE  
(713) 758-3856WRITER'S FAX  
(713) 615-5601

April 27, 1999

**VIA MESSENGER**Commissioner Grady Prestage  
Fort Bend County Precinct 2  
303 Texas Parkway  
Missouri City, Texas 77459**Re. Sienna Plantation Levee Improvement District of Fort Bend County, Texas  
Appointment of New Director and Re-Appointment of Board of Directors**

Dear Commissioner Prestage.

In conjunction with the appointment of a new director to the Board of Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, please find enclosed the Resolution Requesting Commissioners' Court of Fort Bend County to Appoint Replacement Director and Re-appoint Directors. Also enclosed are copies of Kendall Beckman's unexecuted Candidate's Affidavit, Sworn Statement, Bond and Oath of Office.

As you know, Mr. Ken Tan has resigned from his position on the Board of Directors of the District due to work commitments. Mr. Beckman is a resident of Fort Bend County and of the District who is very interested in serving on the Board. Because all three of the directors' terms expire on July 20, 1999, the Board would like Commissioners' Court to appoint Mr. Beckman to complete Mr. Tan's term expiring on July 20, 1999, and re-appoint him, Floyd Dellinger and Jeffrey Scarborough for the lawful four year terms expiring on July 20, 2003. Also enclosed are execution copies of the Order Appointing New Director and Re-appointing Directors to Sienna Plantation Levee Improvement District of Fort Bend County, Texas.

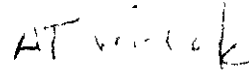
I have enclosed six copies of this package so that you might distribute them to the judge, the other commissioners, Mr. Childers and Ms. Wilson.

ODMA\SOFTSOL\311\VEHOU\09\82668\0

Commissioners' Court  
April 27, 1999  
Page 2

Thank you for your attention to this matter. If you have any questions please call the District's attorney, Ms. Lynne B. Humphries, at (713) 758-3856 or Mr. Goff at (281) 778-7777.

Yours truly,



Ayse T. Vrielink  
Legal Assistant to Lynne B. Humphries

Enclosures

cc w/ encl.: Mr. Bud Childers  
The Honorable James Adolphus  
Commissioner R. L. "Bud" O'Shieles  
Commissioner Andy Meyers  
Commissioner James Patterson  
Ms. Dianne Wilson  
Ms. Mandy Bronsell



CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF FORT BEND   §

I, the undersigned officer of the Board of Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, hereby certify as follows:

1       The Board of Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, convened in special session on April 9, 1999, at the regular meeting place outside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board, to-wit

Floyd Dellinger	President
Jeffrey Scarborough	Vice President and Assistant Secretary
Ken K Tan	Secretary/Assistant Vice President/Investment Officer

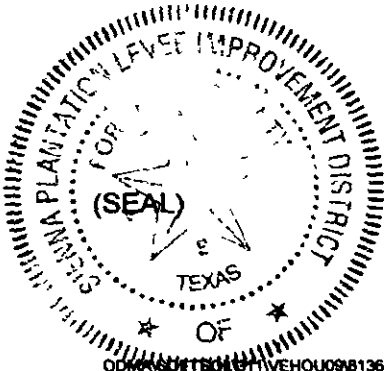
and all of said persons were present except Director TAN, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**RESOLUTION REQUESTING COMMISSIONERS COURT OF FORT  
BEND COUNTY TO APPOINT REPLACEMENT DIRECTOR  
AND RE-APPOINT DIRECTORS**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2       That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate, that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein, that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose, that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49 063, Texas Water Code.

SIGNED AND SEALED on April 9, 1999



ODMAGDITB011VEHQU0918136310

  
\_\_\_\_\_  
Vice President/Assistant Secretary

**RESOLUTION REQUESTING COMMISSIONERS COURT OF FORT  
BEND COUNTY TO APPOINT REPLACEMENT DIRECTOR  
AND RE-APPOINT DIRECTORS**

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has heretofore appointed Ken Tan as *Director of Sienna Plantation Levee Improvement District of Fort Bend County, Texas* (the "District") for a term that commenced on July 20, 1995 and expires on July 20, 1999, and

WHEREAS, *Director Tan has resigned from the Board of Directors of the District, and therefore, a vacancy exists in the Board of Directors, and*

WHEREAS, Title 4, Chapter 57 of the Texas Water Code, as amended, confers jurisdiction on the County Judge and Commissioners Court of Fort Bend County, Texas to appoint a replacement director of the District and to approve the sworn statement and bond and oath of office for such replacement director, and

WHEREAS, the Board of Directors of the District hereby requests that the Commissioners Court of Fort Bend County, Texas appoint Kendall Beckman to replace Director Tan until such term expires on July 20, 1999, and approve his sworn statement and bond and oath of office, which are in proper form and have been properly executed, and

WHEREAS, Kendall Beckman is over twenty-one years of age, is a resident citizen of Fort Bend County, and is otherwise qualified by law to serve as a director of the District, and is not disqualified from serving as director of the District by reason of any law, and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has heretofore appointed Floyd Dellinger and Jeffrey Scarborough as directors of the District for terms that commenced on May 3, 1996 and November 26, 1996, respectively, and expire on July 20, 1999, and

WHEREAS, Floyd Dellinger and Jeffrey Scarborough are over twenty-one years of age, are resident citizens of Fort Bend County, and are otherwise qualified by law to serve as directors of the District, and are not disqualified from serving as directors of the District by reason of any law, and

WHEREAS, the Board of Directors of the District hereby requests that the Commissioners Court of Fort Bend County, Texas appoint Floyd Dellinger, Jeffrey Scarborough and Kendall Beckman for new terms to expire on July 20, 2003, and approve their sworn statements and bonds and oaths of office, which are in proper form and have been properly executed, and

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT OF FORT BEND COUNTY, TEXAS

Section 1      The Board of Directors hereby requests that the Commissioners Court of Fort Bend County, Texas, appoint Kendall Beckman as replacement director on the Board for the lawful four-year term of office, which expires on July 20, 1999, and approve his sworn statement and bond and oath of office

Section 2 The Board of Directors hereby requests that the Commissioners Court of Fort Bend County, Texas, appoint Floyd Dellinger, Jeffrey Scarborough and Kendall Beckman as directors on the Board for the lawful four-year term of office, which commences on July 20, 1999, and expires on July 20, 2003, and approve their sworn statements and bonds and oaths of office.

PASSED AND APPROVED on April 9, 1999

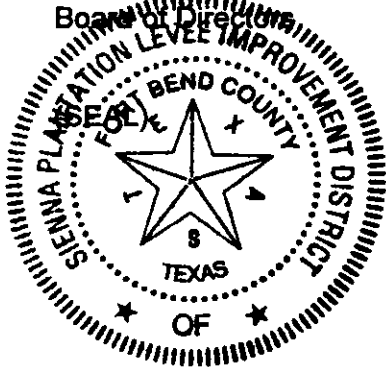
/s/ Floyd Dellinger

President  
Board of Directors

ATTEST

/s/ Jeffrey Scarborough

Vice President/Assistant Secretary  
Board of Directors



**CANDIDATE'S AFFIDAVIT FOR A LEVEE IMPROVEMENT DISTRICT**

I, the undersigned, do hereby attest that I have read and understand the provisions set forth below regarding the disqualifications of a director of a levee improvement district and that I am not disqualified to serve on such a district's governing board pursuant to the terms set forth in these provisions

\_\_\_\_\_  
(Signature)

Kendall Beckman  
(Typed Name)

3918 North Caulder Way  
Missouri City, Texas 77459  
(Address)

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF FORT BEND    §

This instrument was acknowledged before me on the \_\_\_\_ day of April, 1999, by Kendall Beckman

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

**NOTE:** Please note that any director who derives any income directly or indirectly from the State of Texas may not receive a per diem but may be reimbursed for his or her actual expenses

Please check the space below if you derive any income from the State of Texas \_\_\_\_\_

**Disqualification of Members of Governing Boards**  
(Texas Water Code, Section 49 052)

- (a) A person is disqualified from serving as a member of a board of a district that includes less than all the territory in at least one county and which, if located within the corporate area of a city or cities, includes within its boundaries less than 75 percent of the incorporated area of the city or cities, if that person
- (1) is related within the third degree of affinity or consanguinity to a developer of property in the district, any other member of the board, or the manager, engineer, attorney, or other person providing professional services to the district,
  - (2) is an employee of any developer of property in the district or any director, manager, engineer, attorney, or other person providing professional services to the district or a developer,

- (3) is a developer of property in the district,
- (4) is serving as an attorney, consultant, engineer, manager, architect, or in some other professional capacity for the district or a developer of property in the district in connection with the district or property located in the district,
- (5)
  - (A) is a party to a contract with or along with the district except for the purchase of public services furnished by the district to the public generally, or
  - (B) is a party to a contract with or along with a developer of property in the district relating to the district or to property within the district, other than a contract limited solely to the purpose of purchasing or conveying real property in the district for the purpose of either establishing a permanent residence, establishing a commercial business within the district, or qualifying as a director; or
- (6) during the term of office, fails to maintain the qualifications required by law to serve as a director
- (b) Within 60 days after the governing board determines a relationship or employment exists which constitutes a disqualification under Subsection (a) of this section, it shall replace the person serving as a member of the governing board with a person who would not be disqualified
- (c) Any person who willfully occupies an office as a member of a board and exercises the powers and duties of that office when disqualified under the provisions of Subsection (a) is guilty of a misdemeanor and, on conviction, shall be fined not less than \$100 nor more than \$1,000
- (d) As used in this section, "developer of property in the district" means any person who owns land located within a district covered under this section and who has divided or proposes to divide the land into two or more parts for the purpose of laying out any subdivision or any tract of land or any addition to any town or city, or for laying out suburban lots or building lots, or any lots, and streets, alleys, or parks or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto
- (e) Any rights obtained by any third party through official action of a board covered by this section are not impaired or affected by the disqualification under this section of any member of the board to serve, provided that the third party had no knowledge at the time the rights were obtained of the fact that the member of the board was disqualified to serve
- (f) A board by unanimous vote of its remaining members may remove a board member only if that board member has missed one-half or more of the regular meetings scheduled during the prior 12 months. Any board member so removed may file a written appeal with the commission within 30 days after receiving written notice of the board action. The commission may reinstate a removed director if the commission finds that the removal was unwarranted under the circumstances, including the reasons for absences, the time and place of the meetings missed, the business conducted at the meetings missed, and any other facts or circumstances the commission may deem relevant.

(Appointed Director - LID)

COUNTY OF FORT BEND §

THE CONDITION OF THE ABOVE OBLIGATION is such that the above person has been appointed to the office of Director of said Levee Improvement District in the State of Texas, Now, therefore, if the said person shall faithfully perform and discharge all the duties required of her by law as Director as aforesaid, then this obligation to be void, otherwise to remain in full force and effect

## Kendall Beckman

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 1999, by Kendall Beckman

(NOTARY SEAL)

In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

I, Kendall Beckman, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Director of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God

\_\_\_\_\_  
Kendall Beckman

SWORN TO and subscribed before me by Kendall Beckman on this \_\_\_\_ day of April, 1999

\_\_\_\_\_  
Notary Public Signature

(PERSONALIZED SEAL)

THE STATE OF TEXAS  
STATEMENT OF APPOINTED OFFICER

"I, Kendall Beckman, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, or promised to pay, contributed, or promised to contribute any money, or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God "

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Director

\_\_\_\_\_  
Position to Which Appointed

\_\_\_\_\_  
Sienna Plantation Levee Improvement District of Fort  
Bend County, Texas

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Fort Bend

\_\_\_\_\_  
County/Countries

SWORN TO and subscribed before me by affiant on the \_\_\_\_\_ day of April, 1999

\_\_\_\_\_  
Signature of Person Authorized to Administer  
Oaths/Affidavits

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title

(SEAL)



CERTIFICATE FOR ORDER

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF FORT BEND     §

We, the undersigned officers of the Commissioners Court (the "Court") of Fort Bend County, Texas, (the "County") do hereby certify as follows

1       That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified

2       That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the order described therein, and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein


3       That a true and complete copy of the order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt

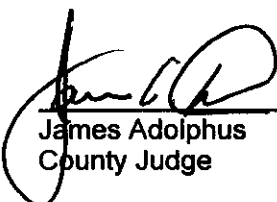
4       That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order, that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes, and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting

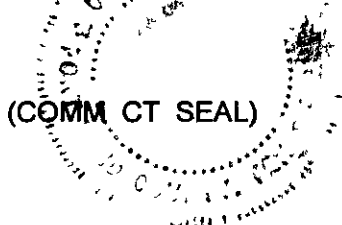
5       That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject

6       That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County, and that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Article 6252-17, Vernon's Texas Civil Statutes, as amended

SIGNED AND SEALED THE 27<sup>th</sup> day of April, 1999

  
\_\_\_\_\_  
Dianne Wilson  
County Clerk

  
\_\_\_\_\_  
James Adolphus  
County Judge



THE STATE OF TEXAS     §  
                                     §  
COUNTY OF FORT BEND   §

The Commissioners Court of Fort Bend County, Texas, convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 21 day of April, 1999, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court and officer of the County, to-wit

James Adolphus  
R L "Bud" O'Shieles  
Grady Prestage  
Andy Meyers  
James Patterson  
Dianne Wilson

County Judge  
Commissioner, Precinct No 1  
Commissioner, Precinct No 2  
Commissioner, Precinct No 3  
Commissioner, Precinct No 4  
County Clerk

and all of said persons were present, except \_\_\_\_\_ Whereupon, among other business the following was transacted at said meeting a written order entitled

ORDER APPOINTING REPLACEMENT DIRECTOR AND RE-APPOINTING  
DIRECTORS FOR SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT  
OF FORT BEND COUNTY, TEXAS

(the "Order") was duly introduced for the consideration of the Commissioners Court and reviewed in full It was then duly moved and seconded that the Order be passed, and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote

AYES     5  
NOES     0

The County Judge thereupon announced that the Order had been duly and lawfully adopted The Order thus adopted follows

ORDER APPOINTING REPLACEMENT DIRECTOR AND RE-APPOINTING  
DIRECTORS FOR SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT  
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND     §

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has heretofore appointed Floyd L. Dellinger, Jeffrey R. Scarborough and Ken K. Tan as Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas (the "District"), and approved the sworn statements, bonds and oaths of such Directors, and

WHEREAS, the term of office of Director Tan commenced on July 20, 1995, and expires on July 20, 1999, and

WHEREAS, due to the resignation of Director Tan, a vacancy exists in the Board of Directors, and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, desires to appoint Kendall Beckman to serve as Director for the District to replace Director Tan for the lawful four year term of office, which term expires on July 20, 1999, or until his successor shall be appointed and qualified, and

WHEREAS, the sworn statement and the bond and oath of office of Kendall Beckman is in proper form, has been properly executed, and is hereby approved by the County Judge and Commissioners Court of Fort Bend County, Texas, and

WHEREAS, Kendall Beckman is over twenty-one years of age, is a resident citizen of Fort Bend County, and is otherwise qualified by law to serve as Director of the District, and is not disqualified from serving as Director of the District by reason of any law, and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has heretofore appointed Floyd L. Dellinger and Jeffrey R. Scarborough as Directors of the District for terms that commenced on May 3, 1996 and November 26, 1996, respectively, and expire on July 20, 1999, and

WHEREAS, Floyd L. Dellinger and Jeffrey R. Scarborough are over twenty-one years of age, are resident citizens of Fort Bend County, and are otherwise qualified by law to serve as Directors of the District, and are not disqualified from serving as Directors of the District by reason of any law, and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has approved their sworn statements and bonds and oaths of office, which are in proper form and have been properly executed, and

WHEREAS, Title 4, Chapter 57 of the Texas Water Code, as amended, confers jurisdiction on the County Judge and Commissioners Court of Fort Bend County, Texas, to appoint the Directors of the District and to approve their sworn statements and bonds and oaths;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COUNTY JUDGE AND COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

Section 1       That the foregoing recitals be and the same are hereby found to be true and correct.

Section 2. That Kendall Beckman be and hereby is appointed as Director of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, to serve in that capacity for the remainder of the lawful four year term of office which expires on July 20, 1999, or until his successor shall be appointed and qualified.

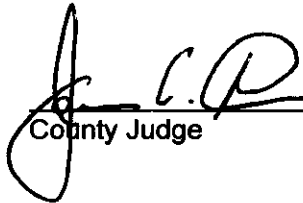
Section 3 That the sworn statement and the bond and oath of office for Kendall Beckman are hereby affirmed

Section 4 That Kendall Beckman, Floyd L Dellinger, and Jeffrey R Scarborough be and hereby are re-appointed as Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, to serve in that capacity for the lawful four year term of office which expires on July 20, 2003, or until their successors shall be appointed and qualified

Section 5 That the sworn statements and the bonds and oaths of office for all three directors are hereby affirmed.

Section 6 That a copy of the Order shall be recorded in the minutes of this Court

PASSED AND ADOPTED this 27<sup>th</sup> day of April, 1999

  
\_\_\_\_\_  
County Judge

ATTEST

  
\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Commissioners Court of Fort Bend County, Texas

(SEAL)

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF FORT BEND   §

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Commissioners Court which was passed and adopted on the 27<sup>th</sup> day of April, 1999, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, this 27<sup>th</sup> day of April, 1999

DIANNE WILSON  
County Clerk and Ex-Officio Clerk of the Commissioners  
Court of Fort Bend County, Texas

By Alicia Yeomans, Deputy

**ALICIA YEOMANS**

(SEAL)

CERTIFICATE FOR ORDER

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF FORT BEND   §

We, the undersigned officers of the Commissioners Court (the "Court") of Fort Bend County, Texas, (the "County") do hereby certify as follows

1. That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified

2 That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the order described therein, and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.

3 That a true and complete copy of the order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt

4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes, and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting

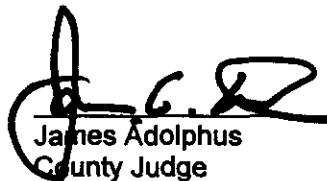
5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject

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SIGNED AND SEALED THE 27<sup>th</sup> day of April, 1999



Dianne Wilson  
County Clerk



James Adolphus  
County Judge

(COMM CT SEAL)

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF FORT BEND   §

The Commissioners Court of Fort Bend County, Texas, convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 27 day of April, 1999, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court and officer of the County, to-wit:

James Adolphus	County Judge
R. L. "Bud" O'Shieles	Commissioner, Precinct No. 1
Grady Prestage	Commissioner, Precinct No. 2
Andy Meyers	Commissioner, Precinct No. 3
James Patterson	Commissioner, Precinct No. 4
Dianne Wilson	County Clerk

and all of said persons were present, except \_\_\_\_\_ Whereupon, among other business the following was transacted at said meeting. a written order entitled.

ORDER APPOINTING REPLACEMENT DIRECTOR AND RE-APPOINTING  
DIRECTORS FOR SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT  
OF FORT BEND COUNTY, TEXAS

(the "Order") was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the Order be passed, and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES       5  
NOES.       0

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER APPOINTING REPLACEMENT DIRECTOR AND RE-APPOINTING  
DIRECTORS FOR SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT  
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF FORT BEND     §

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WHEREAS, due to the resignation of Director Tan, a vacancy exists in the Board of Directors, and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, desires to appoint Kendall Beckman to serve as Director for the District to replace Director Tan for the lawful four year term of office, which term expires on July 20, 1999, or until his successor shall be appointed and qualified, and

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WHEREAS, the Commissioners Court of Fort Bend County, Texas, has approved their sworn statements and bonds and oaths of office, which are in proper form and have been properly executed, and

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COUNTY JUDGE AND COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

Section 1       That the foregoing recitals be and the same are hereby found to be true and correct



**Section 2** That Kendall Beckman be and hereby is appointed as Director of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, to serve in that capacity for the remainder of the lawful four year term of office which expires on July 20, 1999, or until his successor shall be appointed and qualified

**Section 3** That the sworn statement and the bond and oath of office for Kendall Beckman are hereby affirmed

**Section 4** That Kendall Beckman, Floyd L. Dellinger, and Jeffrey R. Scarborough be and hereby are re-appointed as Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, to serve in that capacity for the lawful four year term of office which expires on July 20, 2003, or until their successors shall be appointed and qualified

**Section 5** That the sworn statements and the bonds and oaths of office for all three directors are hereby affirmed

**Section 6** That a copy of the Order shall be recorded in the minutes of this Court

PASSED AND ADOPTED this 27<sup>th</sup> day of April, 1999

  
\_\_\_\_\_  
County Judge

ATTEST

  
\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Commissioners Court of Fort Bend County, Texas

(SEAL)

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF FORT BEND   §

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WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, this 27<sup>th</sup> day of April, 1999

DIANNE WILSON  
County Clerk and Ex-Officio Clerk of the Commissioners  
Court of Fort Bend County, Texas

By Alicia Yeomans, Deputy

ALICIA YEOMANS

(SEAL)

COPY 1/6

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

**DATE SUBMITTED:** 4/7/99 **DEPT. SUBMITTED BY:** Administrative Services  
**COMMISSIONERS COURT AGENDA FOR:** 4/13/99 **DEPT. PHONE NO.:** 281-344-3950

**SUMMARY OF ITEM:**

**ADMINISTRATIVE SERVICES:** *WORKSHOP following Closed Session for initial presentation of PGAL space utilization study.*

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

**LIST SUPPORTING DOCUMENTS ATTACHED:** *None available at this time.*  
 (Back-up documentation must be attached for consideration)

**FINANCIAL SUMMARY:**

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

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

**CC with back up:**

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

**Instructions for submitting an Agenda Request:**

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

**RECOMMENDATION / ACTION REQUESTED:**

**Jeff Wiener of PGAL will be presenting his initial findings from meetings with departments throughout the County. Individual meetings will be scheduled with the County Judge and each Commissioner in the days following this presentation to discuss their views and direction for completing this project. When the Court has communicated their direction, individual meetings with affected departments will be held to define specifics.**

# ANNUAL FILING AFFIDAVIT

THE STATE OF TEXAS }  
COUNTY OF Fort Bend }

I, James C. Adolphus of the  
(Name of Duly Authorized District Representative)  
Fort Bend County Drainage District hereby  
(Name of District)

swear, or affirm, that the district named above has reviewed and approved at a meeting of the Board of Directors of the District on the 27 day of April, 1999, its annual audit report for the fiscal year or period ended December 31, 1998 and that copies of the annual audit report have been filed in the district office, located at 1004 Blume Rd., Rosenberg, Texas 77471  
(Address of District)

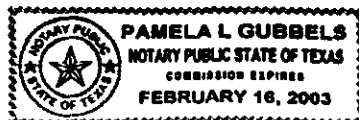
The annual filing affidavit and the attached copy of the annual audit report are being submitted to the Texas Natural Resource Conservation Commission in satisfaction of all annual filing requirements within Section 49 194 of the Texas Water Code

Date April 27, 1999

By [Signature]  
(Signature of District Representative)  
James C. Adolphus - County Judge  
(Typed Name & Title of above District Representative)

Sworn to and subscribed to before me this 27<sup>th</sup> day of April, 1999

(SEAL)



[Signature]  
(Signature of Notary)

Commission Expires On Feb 16, 2003, Notary Public in the State of Texas  
(Annual Filing Affidavit Revised 8/95, effective on 9/1/95)

Excerpts from Texas Water Code Section 49.194  
Filing of Audits, Affidavits, and Financial Reports

\*\*\*\*\*

(a) After the board has approved the audit, it shall submit a copy of the report to the executive director for filing within 135 days after the close of the district's fiscal year.

(b) If the board refuses to approve the annual audit report, the board shall submit a copy of the report to the executive director for filing within 135 days after the close of the district's fiscal year, accompanied by a statement from the board explaining the reasons for its failure to approve the report

(c) Copies of the audit, the annual financial dormancy affidavit, or annual financial report described in Sections 49 197 and 49 198 shall be filed annually in the office of the district

(d) Each district shall file with the executive director an annual filing affidavit in a format prescribed by the executive director, executed by a duly authorized representative of the board, stating that all copies of the annual audit report, annual financial dormancy affidavit, or annual financial report have been filed under this section

(e) The annual filing affidavit shall be submitted with the applicable annual document when it is submitted to the executive director for filing as prescribed by this subchapter

(f) The executive director shall file with the attorney general the names of any districts that do not comply with the provisions of this subchapter

---

**THE ANNUAL FILING AFFIDAVIT IS PRINTED ON THE OTHER SIDE**

Please review the affidavit, making sure it is completed, signed, notarized and included with the audit report before mailing it. Submit the affidavit and audit report to

Reports & Supervision Team - MC 152  
TNRCC - Water Utilities Division  
P O Box 13087  
Austin, Texas 78711-3087  
(512) 239 - 6170

## FORT BEND COUNTY

Drainage Board ~~COMMISSIONERS COURT~~ AGENDA REQUEST FORM

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

DATE SUBMITTED: 4/20/99DEPT. SUBMITTED BY: Drainage District~~COMMISSIONERS COURT~~  
Drainage Board4/27/99DEPT. PHONE NO.: 281/342-28632

## SUMMARY OF ITEM.

Annual Audit Report for period ending 12/31/98 for the FBC Drainage District

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

LIST SUPPORTING DOCUMENTS ATTACHED: (To be provided by the County Auditor's Office)  
(Back-up documentation must be attached for consideration)

## FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
fund _____ agcy _____ Object _____	N/A ( )	

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

## CC with back up:

Auditor	(281-341-3774)	Comm. Pct. 1	(281-344-0587)
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)

## 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:

Discuss and consider approving

**FORT BEND COUNTY  
DRAINAGE DISTRICT**

**FORT BEND COUNTY, TEXAS  
ANNUAL FINANCIAL REPORT  
December 31, 1998**

# **FORT BEND FLOOD COUNTY DRAINAGE DISTRICT**

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11 Greenway Plaza, Suite 1515  
Houston, TX 77046  
(713) 621-1515 • Fax (713) 621-1570



One Sugar Creek Center Blvd., Suite 1150  
Sugar Land, TX 77478  
(281) 242-8600 • Fax (281) 242-7333

## **Independent Auditors' Report**

**Board of Directors  
Fort Bend County Drainage District  
Fort Bend County, Texas**

We have audited the general purpose financial statements of Fort Bend County Drainage District (the "District"), a component unit of Fort Bend County, Texas, as of December 31, 1998, and for the year then ended, as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the general purpose financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall general purpose financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the general purpose financial statements referred to above present fairly, in all material respects, the financial position of the District as of December 31, 1998, and the results of its operations for the year then ended in conformity with generally accepted accounting principles.

The Year 2000 and Required Pension System Supplementary Information listed in the table of contents is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and do not express an opinion on it. In addition, we do not provide assurance that the District is or will become Year 2000 compliant, that the District's Year 2000 remediation efforts will be successful in whole or in part, or that parties with which the District does business are or will become Year 2000 compliant.

Houston, Texas  
April 23, 1999

***GENERAL PURPOSE FINANCIAL STATEMENTS***

**FORT BEND COUNTY DRAINAGE DISTRICT**  
**COMBINED BALANCE SHEET -**  
**ALL FUND TYPES AND ACCOUNT GROUPS**  
**December 31, 1998**  
*with comparative totals as of December 31, 1997*

		<b>Governmental Fund Types</b>	
		<b>General</b>	<b>Capital Projects</b>
<b>Assets</b>			
Cash and cash equivalents	\$	2,067,838	\$ 1,816,508
Investments		831,736	3,424,851
Property taxes - Current		3,026,144	
Less allowance for estimated uncollectibles		(151,307)	
Property taxes - Delinquent		414,072	
Less allowance for estimated uncollectibles		(351,961)	
Other receivables		2,237	
Due from Fort Bend County		2,061,541	
Land			
Buildings			
Equipment			
<b>Total Assets</b>	<b>\$</b>	<b>7,900,300</b>	<b>\$ 5,241,359</b>
<b>Liabilities, Fund Equity, and Other Credits</b>			
<b>Liabilities</b>			
Accounts payable	\$	75,542	\$
Accrued payroll		37,573	
Accrued compensated absences		60,442	
Deferred revenues		4,998,493	
<b>Total Liabilities</b>		<b>5,172,050</b>	
<b>Fund Equity and Other Credits</b>			
Investment in general fixed assets			
<b>Fund Balances:</b>			
Reserved for encumbrances		248,833	
<b>Unreserved:</b>			
Designated for capital projects			5,241,359
Undesignated		2,479,418	
<b>Total Fund Equity and Other Credits</b>		<b>2,728,251</b>	<b>5,241,359</b>
<b>Total Liabilities, Fund Equity, and Other Credits</b>	<b>\$</b>	<b>7,900,301</b>	<b>\$ 5,241,359</b>

See Notes to Financial Statements

(1)

<u>Account Group</u>	<u>Totals</u> <u>(Memorandum Only)</u>	
	<u>1998</u>	<u>1997</u>
<b>General Fixed Assets</b>		
\$	\$ 3,884,346	\$ 5,668,920
	4,256,587	1,783,872
	3,026,144	3,722,475
	(151,307)	(186,124)
	414,072	397,310
	(351,961)	(337,714)
	2,237	442
	2,061,541	1,280,494
170,680	170,680	170,680
1,259,503	1,259,503	1,259,503
5,635,180	5,635,180	5,708,436
<u>\$ 7,065,363</u>	<u>\$ 20,207,022</u>	<u>\$ 19,468,294</u>
\$	\$ 75,542	\$ 168,066
	37,573	117,827
	60,442	60,442
	4,998,493	4,848,318
<u></u>	<u>5,172,050</u>	<u>5,194,653</u>
7,065,363	7,065,363	7,138,619
	248,833	20,194
	5,241,359	4,909,900
	2,479,418	2,204,928
<u>7,065,363</u>	<u>15,034,973</u>	<u>14,273,641</u>
<u>\$ 7,065,363</u>	<u>\$ 20,207,023</u>	<u>\$ 19,468,294</u>

**FORT BEND COUNTY DRAINAGE DISTRICT**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND**  
**CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES**  
*Year Ended December 31, 1998*  
*with comparative totals for the year ended December 31, 1997*

	<b>Governmental Fund Types</b>	
	<b>General</b>	<b>Capital Projects</b>
<b>Revenues</b>		
Taxes	\$ 4,985,172	\$
Earnings on investments	328,505	250,934
Impact fees	206,961	
Other	17,289	138,100
<b>Total Revenues</b>	<b>5,537,927</b>	<b>389,034</b>
<b>Expenditures</b>		
<b>Current operating:</b>		
Flood control projects - Maintenance	4,821,400	67,356
<b>Total Expenditures</b>	<b>4,821,400</b>	<b>67,356</b>
<b>Revenues Over</b>		
<b>Expenditures</b>	<b>716,527</b>	<b>321,678</b>
<b>Other Financing (Uses)</b>		
Operating transfers (out) of impact fees to Fort Bend Flood Control Water Supply Corporation	(207,528)	
<b>Total Other Financing (Uses)</b>	<b>(207,528)</b>	
<b>Revenues Over</b>		
<b>Expenditures and Other</b>		
<b>Financing (Uses)</b>	<b>508,999</b>	<b>321,678</b>
Fund balances - Beginning	2,219,252	4,919,681
<b>Fund Balances - Ending</b>	<b>\$ 2,728,251</b>	<b>\$ 5,241,359</b>

See Notes to Financial Statements

**Totals**  
**(Memorandum Only)**

<u>1998</u>	<u>1997</u>
\$ 4,985,172	\$ 4,692,544
579,439	829,954
206,961	384,981
155,389	60,478
5,926,961	5,967,957
4,888,756	4,734,499
4,888,756	4,734,499
1,038,205	1,233,458
(207,528)	(386,504)
(207,528)	(386,504)
830,677	846,954
7,138,933	6,291,979
\$ 7,969,610	\$ 7,138,933

**FORT BEND COUNTY DRAINAGE DISTRICT****STATEMENT OF REVENUES, EXPENDITURES, AND****CHANGES IN FUND BALANCE -****BUDGET AND ACTUAL - GENERAL FUND***Year Ended December 31, 1998**with comparative actual amounts for the year ended December 31, 1997*

	1998		Variance Favorable (Unfavorable)	1997 Actual
	Budget	Actual		
<b>Revenues</b>				
Taxes	\$ 5,016,909	\$ 4,985,172	\$ (31,737)	\$ 4,692,544
Earnings on investments	240,000	328,505	88,505	410,842
Impact fees		206,961	206,961	384,981
Other		17,289	17,289	60,478
<b>Total Revenues</b>	<u>5,256,909</u>	<u>5,537,927</u>	<u>281,018</u>	<u>5,548,845</u>
<b>Expenditures</b>				
<b>Current operating:</b>				
Flood control projects -				
Maintenance	5,362,627	4,821,400	541,227	4,719,051
<b>Total Expenditures</b>	<u>5,362,627</u>	<u>4,821,400</u>	<u>541,227</u>	<u>4,719,051</u>
<b>Revenues Over (Under)</b>				
<b>Expenditures</b>	(105,718)	716,527	822,245	829,794
<b>Other Financing (Uses)</b>				
Operating transfers (out) of impact fees to Fort Bend Flood Control Water Supply Corporation		(207,528)	(207,528)	(386,504)
<b>Revenues Over (Under)</b>				
<b>Expenditures and</b>				
<b>Other Financing (Uses)</b>	(105,718)	508,999	614,717	443,290
<b>Fund balance - Beginning</b>	<u>2,219,252</u>	<u>2,219,252</u>		<u>1,775,962</u>
<b>Fund Balance - Ending</b>	<u>\$ 2,113,534</u>	<u>\$ 2,728,251</u>	<u>\$ 614,717</u>	<u>\$ 2,219,252</u>

See Notes to Financial Statements

# **FORT BEND COUNTY DRAINAGE DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### **A. Reporting Entity**

The Fort Bend County Drainage 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. Fund Accounting**

The accounts of the District are organized on the basis of funds and an account group, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, fund equity, revenues, and expenditures. Following is a description of the various funds and account group:

##### **Governmental Fund Types**

###### **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.



# **FORT BEND COUNTY DRAINAGE DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

#### **B. Fund Accounting (continued)**

##### **Account Group**

###### **General Fixed Assets Account Group**

This account group is used to account for tangible assets having a useful life longer than a year and having a monetary value large enough to warrant maintaining related custodial records

#### **C. Basis of Accounting**

The accounts of the General Fund and Capital Projects Fund are maintained, and the financial statements have been prepared, on the modified accrual basis of accounting

Under this basis of accounting, revenue is recognized when it becomes both available and measurable. Available means collected within the current year or soon enough thereafter to be used to pay liabilities of the current year. Substantially all revenues, except property taxes, are considered to be susceptible to accrual. Property taxes, which are levied in October and collected by the County before year end, are deferred at year end because such revenues are considered budgeted revenues of the next calendar year.

Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred.

#### **D. Budgets and Budgetary Accounting**

The Commissioners Court adopts an annual appropriations budget for the General Fund on the modified accrual basis of accounting. 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, which is usually adopted in October or November, appropriations for the General Fund cannot exceed the estimated available budgetary fund balance in such funds at January 1, plus the estimate of revenues for the ensuing year. At any time during the year, the Commissioners Court may increase the budget for unexpected revenues. The Commissioners Court may transfer amounts among individual budget line items within major expenditure categories during the year. 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**

#### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

##### **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 of the budgeted funds. Encumbrances outstanding at year-end are reported as reservations of fund balances and do not constitute expenditures or liabilities of the current year and are reappropriated in the budget of the subsequent year. Unencumbered appropriations lapse at the end of the year.

##### **F. General Fixed Assets**

All fixed assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated fixed assets are valued at their estimated fair value on the date donated. No depreciation has been provided on general fixed assets.

The District has elected not to capitalize public domain infrastructure consisting of drainage rights-of-way and related drainage and flood control improvements.

The costs of purchasing or constructing capital assets are recorded as expenditures in the various funds and capitalized in the General Fixed Assets Account Group. Interest incurred during construction is not capitalized in general fixed assets.

##### **G. Compensated Absences**

Employees are credited with up to twenty days a year of vacation leave and may only accumulate up to a maximum of twenty days. Upon termination, employees are paid for any unused, accumulated vacation. The District's liability for accumulated, earned vacation leave is recorded in the General Fund since it will be liquidated with expendable, available financial resources.

Employees are credited with eight days a 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 December 31, 1998, is recorded as an expenditure when used.

##### **H. Total Columns on Combined Statement**

Total columns on the combined statements are captioned (Memorandum Only) to indicate that they are presented only to facilitate financial analysis. Data in these columns do not present financial position or results of operations in conformity with generally accepted accounting principles. Interfund eliminations have not been made in the aggregation of this data.

# **FORT BEND COUNTY DRAINAGE DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

#### **I. 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 and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **NOTE 2 – TEMPORARY INVESTMENTS**

The 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 District's investments in collateralized mortgage obligations (CMO's) are in compliance because the Act does not require investments acquired before the effective date to be liquidated before the final stated maturity. The investments of the District are in compliance with this policy. State statutes authorize the District to invest its funds in fully collateralized or insured time deposits, direct or indirect obligations of the United States, the State, or any county, city, school district, or other political subdivision of the State, 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 and deposited with a third party selected and approved by the entity and is placed through a primary government securities dealer or a bank domiciled in the state of national banks domiciled in the State of Texas. The District did not invest in repurchase agreements.

During the year ended December 31, 1998, the District's investments consisted of CMO's and balances in a Local Government Investment Cooperative (LOGIC), a private investment pool. Investments in CMO's are insured, registered, or held by the entity or by its agent in the entity's name. The LOGIC investments are not evidenced by securities that exist in physical or book entry form and, accordingly, are not subject to credit risk categorization. However, the nature of this fund requires that they be used to purchase investments authorized by the Public Fund Investment Act. The District's investments with maturities of more than a year when purchased, are carried at market value. At December 31, 1998, the District's investments consisted of the following:

	<b><u>Carrying Amount</u></b>	<b><u>Market Value</u></b>
Cash and cash equivalents:		
LOGIC	\$ 2,067,838	\$ 2,067,838
Investments:		
CMO's	<u>4,256,587</u>	<u>4,256,587</u>
<b>Total Cash and Investments</b>	<b><u>\$ 6,324,425</u></b>	<b><u>\$ 6,324,425</u></b>

## **FORT BEND COUNTY DRAINAGE DISTRICT**

### **NOTES TO FINANCIAL STATEMENTS**

#### **NOTE 3 – PROPERTY TAXES**

##### **Tax Calendar**

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. Appraised values are established by the Appraisal District at 100% of market value less exemptions. The District's property taxes are billed and collected by the County's Tax Assessor/Collector.

The District's tax year covers the period October 1 through September 30, while the District's fiscal year is January 1 through December 31. Therefore, taxes levied on or after October 1 of each fiscal year are the subsequent fiscal year's property tax revenue and such amounts are reflected as deferred revenue until the beginning of the subsequent fiscal year on January 1. Such taxes become delinquent with an enforceable lien on property on February 1 of the subsequent calendar year.

##### **1997 Tax Year**

For the 1998 fiscal year (1997 tax year), the District levied property taxes of \$ .041 per \$100 of assessed valuation with a legal limit of \$ .25 per \$100 of assessed valuation. The 1997 rates resulted in total tax levies of approximately \$5 million based on a total adjusted valuation of approximately \$12.2 billion.

Tax revenues for 1998 consisted of the following:

1997 levy collected in prior fiscal year	\$ 1,251,612
1997 and prior years' levies collected	
in current fiscal year	3,684,077
Penalty, interest, and other	49,483
	<u>\$ 4,985,172</u>

##### **1998 Tax Year**

During the last quarter of 1998, the District levied property taxes for the 1999 fiscal year (1998 tax year). The tax rate was set at \$ .0396 per \$100 of assessed valuation. The 1998 rates resulted in total tax levies of approximately \$5.1 million based on a total adjusted valuation of approximately \$12.9 billion. Property taxes levied in the 1998 tax year are not available for the District's use until the 1999 fiscal year. Total property tax collections on this levy of approximately \$2.1 million have been deferred at December 31, 1998, and will be recognized as revenue in 1999.

# **FORT BEND COUNTY DRAINAGE DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

### **NOTE 3 – PROPERTY TAXES (continued)**

#### **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 reappraised 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 4 – CHANGES IN GENERAL FIXED ASSETS**

General fixed asset transactions for the year ended December 31, 1998 are summarized as follows.

	<b>Balance</b>			<b>Balance</b>
	<b>January 1</b>	<b>Additions</b>	<b>Retirements</b>	<b>December 31</b>
Land	\$ 170,680	\$	\$	\$ 170,680
Buildings	1,259,503			1,259,503
Equipment	5,708,436	1,049,341	1,122,597	5,635,180
<b>Total</b>	<b>\$ 7,138,619</b>	<b>\$ 1,049,341</b>	<b>\$ 1,122,597</b>	<b>\$ 7,065,363</b>

## **FORT BEND COUNTY DRAINAGE DISTRICT**

### **NOTES TO FINANCIAL STATEMENTS**

#### **NOTE 5 - PENSION PLAN**

##### **A. Plan Description**

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 employer's 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.

##### **B. Funding Policy**

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. It was 9.93% for calendar year 1998. The contribution rate payable by the employee members is the rate of 7% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

##### **C. Annual Pension Cost**

For the employer's accounting year ending December 31, 1998, the annual pension cost for the TCDRS plan for its employees and the actual contributions made were \$3,978,088 for the County (of which \$220,613 was attributable to the District). Because all contributions are made as required, no pension obligation existed at December 31, 1998.

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, 1996, the basis for determining the contribution rate for calendar year 1998. The December 31, 1997 actuarial valuation is the most recent valuation.

## **FORT BEND COUNTY DRAINAGE DISTRICT**

### **NOTES TO FINANCIAL STATEMENTS**

#### **NOTE 5 - PENSION PLAN (continued)**

##### **D. Actuarial Valuation Information**

Actuarial valuation date	12/31/95	12/31/96	12/31/97
Actuarial cost method	unit credit	entry age	entry age
Amortization method	level percentage of payroll, open	level percentage of payroll, closed	level percentage of payroll, open
Amortization period in years	36 3	25	20
Asset valuation method	amortized cost for bonds, no equities	amortized cost for bonds, no equities	long-term appreciation with adjustment
Assumptions			
Investment return <sup>(1)</sup>	8 00%	8.00%	8 00%
Projected salary increases <sup>(1)</sup>	N/A	6.2%	5 9%
Inflation	4 5%	4 5%	4 0%
Cost of living adjustments	0 0%	0 0%	0.0%

<sup>(1)</sup> includes inflation at the stated rate

##### **E. Transition Disclosure**

It was determined in accordance with GASB Statement No. 27 that the pension liability was zero at the transition to that statement effective January 1, 1998, because all actuarially required contributions for the accounting years for the period January 1, 1987 through December 31, 1997 have been paid. There was no previously reported pension liability before the transition. Therefore, the difference between the pension liability at transition and the previously reported pension liability is zero.

#### **NOTE 6 - 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 acquisition and construction of flood control and drainage services. The Corporation issued \$20,325,000 of revenue bonds in 1989 and \$6,850,000 in 1995. 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. In 1998, the District transferred approximately \$386,504 in impact fees to the Corporation. When flood control projects and improvements are completed, they will be conveyed to the County and will be maintained by the District.

# FORT BEND COUNTY DRAINAGE DISTRICT

## NOTES TO FINANCIAL STATEMENTS

### NOTE 7 - 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 December 31, 1998.

### NOTE 8 - 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.

### NOTE 9 - FUND BALANCE

In March of 1997, the Governmental Accounting Standards Board issued GASB Statement No. 31, "Accounting and Financial Reporting for Certain Investments and External Investment Pools" effective for years beginning after June 15, 1997. Statement No. 31 calls for investments to be reported at fair value on the District's balance sheet and for all investment earnings, including changes in fair value of investments, to be reported as revenue in the operating statements. As a result of this change in accounting principals, beginning fund balances for 1997 and 1998 and investment earnings for 1997 have been restated as follows:

	As Previously Reported	Adjustment for GASB Stmt. No. 31	As Restated
Beginning Fund Balance 1997			
General Fund	\$ 1,910,212	\$ (134,250)	\$ 1,775,962
Capital Projects Fund	4,638,451	(122,434)	4,516,017
	<u>\$ 6,548,663</u>	<u>\$ (256,684)</u>	<u>\$ 6,291,979</u>
Earnings on Investments 1997			
General Fund	\$ 266,635	\$ 144,207	\$ 410,842
Capital Projects Fund	302,724	116,388	419,112
	<u>\$ 569,359</u>	<u>\$ 260,595</u>	<u>\$ 829,954</u>
Beginning Fund Balance 1998			
General Fund	\$ 2,209,295	\$ 9,957	\$ 2,219,252
Capital Projects Fund	4,925,727	(6,046)	4,919,681
	<u>\$ 7,135,022</u>	<u>\$ 3,911</u>	<u>\$ 7,138,933</u>



***REQUIRED SUPPLEMENTARY INFORMATION***

**FORT BEND COUNTY DRAINAGE DISTRICT**  
**YEAR 2000 SUPPLEMENTARY INFORMATION (UNAUDITED)**  
**December 31, 1998**

**Background**

The Year 2000 issue is the result of shortcomings in many electronic data processing systems and other equipment that may adversely affect operations in the year 2000 and beyond. For many years, programmers eliminated the first two digits from a year when writing computer programs. For example, the programmer would designate January 1, 1965 as "01/01/65" instead of "01/01/1965". On January 1, 2000 at 12:00:01 am, the internal clock in computers and other equipment will roll over from "12/31/99" to "01/01/00". Unfortunately, many programs (if not corrected) will not be able to distinguish between the year 2000 and the year 1900. This may cause the programs to process data inaccurately or to stop processing data altogether. Another factor that may cause problems in programs is the leap year calculation. Some programs are unable to detect the year 2000 as a leap year.

Year 2000 issues relate to information technology (IT) and non-IT systems. Non-IT systems typically included embedded technology such as micro-controllers. Additionally, Year 2000 issues may be divided into three categories: Internal, External, and Mechanical. Internal Year 2000 issues may arise from an entity's own operations and materially affect its creditworthiness and ability to make timely payment of its obligations. External Year 2000 issues may arise from parties, other than an entity, that provide payments that support debt service on an entity's debt securities. Such payments may include, for example, payments made under a lease, loan, or installment sale agreement. Year 2000 issues may affect contracted third parties that provide administrative services under outsourcing agreements.

Mechanical Year 2000 issues may arise if Year 2000 problems disrupt the actual mechanical process used to send payments to creditors, vendors and employees. For example, municipal securities pay interest semiannually on January 1, and July 1 of each year, or have periodical sinking fund installments due to an indenture trustee or fiscal agent. Issuers may wish to determine whether Year 2000 issues affect their ability to identify and meet such obligations in a timely manner and to disclose any measures that will be undertaken if an entity determines it will not be able to meet such obligations.

The Information Technology Association of America's definition of an IT product able to meet the Year 2000 challenge is "The IT Product(s), when used in accordance with its associated documentation, will be capable upon installation of accurately processing, providing, and/or receiving date data from, into, and between the twentieth and twenty-first centuries, including the years 1999 and 2000 and leap year calculations, provided that all other products (e.g. hardware, software, and firmware) used in combination with the IT Product(s) properly exchange date data with it."

## **FORT BEND COUNTY DRAINAGE DISTRICT**

**YEAR 2000 SUPPLEMENTARY INFORMATION (UNAUDITED) (continued)**

**December 31, 1998**

### **District's Status**

Like most organizations Fort Bend County, Texas is in the process of insuring that its computer systems and date-sensitive electronic devices will continue to operate reliably in light of concerns with Year 2000 bugs. The purpose of this report is to give you information on the status of Fort Bend County's progress.

The Fort Bend County Management Information Systems (MIS) department has been actively working on Year 2000 issues since 1995. MIS assumed the responsibility for Year 2000 readiness under the coordination and direction of MIS Director, Mary Shemanski. Ms. Shemanski retired December 1998, and Carol Holub, Applications and Systems Director, Connie Heinecke, Technical Services Director, and J. C. Whitten, Director of Administrative Services jointly assumed the responsibility.

### **MAJOR SYSTEMS (Computer and Applications):**

There are a number of mainframes, mid-range computer and servers running many applications that are linked through date networks. The County departments have identified almost 100 of these software or hardware systems, plus 700 ± PC's (250 ± non-compliant), and research has been conducted to identify the Year 2000 readiness status of each. Remediation plans were formed for all the non-compliant systems and as of April 1999, the County is 85% compliant. Replacement of non-compliant computers will be completed prior to July 1999. Software patches have been installed on all applicable applications. A new IBM mainframe, which tripled the County's capacity, was installed and fully operational by the end of March 1999. Testing of all systems is on going to protect the integrity of our remediation process and our system as a whole. No new applications will be allowed to be installed during the final quarter of 1999.

### **DEPARTMENTAL SYSTEMS (PC's and Software):**

All County departments use personal computer and office applications, many connected to local area networks.

Status as of 4/23/1999

All departments have completed inventory and PC testing to determine readiness for Year 2000, and to identify departmental applications that may not be compliant. Currently appropriate actions are being implemented to address suspect areas by replacement or updating and/or creation of new internal programs through Oracle database programs.

### **EMBEDDED SYSTEMS:**

Devices that control the operations of facilities or equipment must also be checked to insure Year 2000 readiness. Such embedded systems devices include environmental systems, telephone systems, elevators, security systems, communications equipment, other electronic equipment, and vehicles, including tractors, trucks, etc., which may be date sensitive.

Status as of 4/23/1999

Department has completed inventory. Vendors have been contacted and determinations made as to replacement, patches, and/or compliance check off completed.

**FORT BEND COUNTY DRAINAGE DISTRICT**  
**YEAR 2000 SUPPLEMENTARY INFORMATION (UNAUDITED) (continued)**  
**December 31, 1998**

**EXTERNAL SYSTEMS (Providers of Goods and Services):**

The Year 2000 readiness of key external providers and systems, including state agencies, city agencies, vendors, and financial institutions, is also vital to the operation of the County.

**Status as of 4/23/1999**

For the past two years Fort Bend County has requested Year 2000 compliance statements with purchases of all new electronic equipment and computer hardware and software. The County is requesting status reports from all key suppliers to insure they have Year 2000 readiness efforts underway and to provide input into the County's contingency plan.

**CONTINGENCY PLANNING:**

County Year 2000 readiness efforts have been focused primarily on identifying and correcting Year 2000 problems that would occur due to our Computer hardware/software. Additional efforts have been on going with building maintenance, emergency management, emergency medical services, sheriff's department operations, telecommunications, and individual departments that have an impact on the public welfare of our citizens.

**Status as of 4/23/1999**

In 1998, a county wide Y2K Task Force, initiated by the County's MIS director, was convened to work together to share information and resolve Y2K issues and to eliminate duplication of effort among the participating agencies. The responding agencies from Fort Bend County have included cities, emergency management, fire marshal, sheriff and police departments, health care providers (hospitals), Houston Community College and school districts. Meetings continue on a monthly basis and the participants have increased with the participation of department directors from county and city departments who share their development of contingency plans.

**FORT BEND COUNTY DRAINAGE DISTRICT**  
**REQUIRED PENSION SYSTEM SUPPLEMENTARY INFORMATION**  
**December 31, 1998**

**Texas County and District Retirement System**

**Schedule of Funding Progress - Fort Bend County**

<b>Actuarial Valuation Date Dec. 31</b>	<b>Actuarial Value of Assets</b>	<b>Actuarial Accrued Liability</b>	<b>Percentage Funded</b>	<b>Unfunded Actuarial Accrued Liability (UAAL)</b>	<b>Annual Covered Payroll<sup>1</sup></b>	<b>(UAAL) as a Percentage of Covered Payroll</b>
1992	\$ 34,524,870	\$ 36,573,468	94%	\$ 2,048,598	\$ 25,259,298	8%
1993	38,847,555	42,588,627	91%	3,741,072	26,849,406	14%
1994	43,868,946	48,219,334	91%	4,350,388	29,025,268	15%
1995	49,940,705	54,623,663	91%	4,682,958	34,251,377	14%
1996	55,504,149	71,755,194	77%	16,251,045	36,572,938	44%
1997 <sup>2</sup>	62,393,552	82,621,215	76%	20,227,663	37,880,472	53%

**Schedule of Annual Pension Costs - District**

<b>Calendar Year</b>	<b>Annual Pension Cost (APC)</b>	<b>Percentage Contributed</b>	<b>Net Pension Obligation</b>
1992	\$ 124,302	100%	\$0
1993	128,720	100%	0
1994	133,138	100%	0
1995	141,453	100%	0
1996	142,191	100%	0
1997	149,341	100%	0

<sup>1</sup> The annual covered payroll is based on the employee contributions received by TCDRS for the year beginning with the valuation date

<sup>2</sup> Revised economic and demographic assumptions due to an experience review were reflected in this valuation

11 Greenway Plaza, Suite 1515  
Houston, TX 77046  
(713) 621-1515 • Fax (713) 621-1570



One Sugar Creek Center Blvd., Suite 1150  
Sugar Land, TX 77478  
(281) 242-8600 • Fax (281) 242-7333

**Independent Auditors' Report on Internal Control  
Related Matters Noted in a Financial Statement Audit**

Board of Directors  
Fort Bend County Drainage District  
Fort Bend County, Texas

In planning and performing our audit of the general purpose financial statements of Fort Bend County Drainage District for the year ended December 31, 1998, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the general purpose financial statements and not to provide assurance on the internal control. Our consideration of the internal control would not necessarily disclose all matters in the internal controls that might be material weaknesses under standards established by the American Institute of Certified Public Accountants. A material weakness is a condition in which the design or operation of the specific internal control components does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the general purpose financial statements being audited may occur and not be detected within a timely period by responsible parties in the normal course of performing their assigned functions. However, we noted no matters involving the internal control and its operation that we consider to be material weaknesses as defined above.

This report is intended solely for the information and use of the Board of Directors, management, and the Texas Natural Resource Conservation Commission and is not intended and should not be used by anyone other than these specified parties.

*Null-Lairson, P.C.*

Houston, Texas  
April 23, 1999

# FORT BEND COUNTY

## Drainage Board ~~COMMISSIONERS COURT~~ AGENDA REQUEST FORM

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

DATE SUBMITTED: 4/20/99

DEPT. SUBMITTED BY: Drainage District

~~COMMISSIONERS COURT~~ AGENDA FOR: 4/27/99  
Drainage Board

DEPT. PHONE NO.: 281/342-2863

### SUMMARY OF ITEM:

*Interlocal Agreement with the City of Stafford for improvements to Willow Water Hole drainage channel*

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ☒

LIST SUPPORTING DOCUMENTS ATTACHED: *Interlocal Agreement (2 originals); memo from County (Back-up documentation must be attached for consideration) Attorney; memo from City of Stafford*

### FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
fund _____ agcy _____ Object _____	N/A ( )	

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

### CC with back up:

Auditor	(281-341-3774)	Comm. Pct. 1	(281-344-0587)
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)

### 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:

*Discuss and consider approving*


*5-5-99 mailed originals to Drainage District.*



**DRAINAGE DISTRICT**  
Fort Bend County, Texas

# MEMO

**TO:** County Judge Jim Adolphus  
Commissioner R. L. "Bud" O'Shieles  
Commissioner Grady Prestage  
Commissioner Andy Meyers  
Commissioner James Patterson

**FROM:** Dan Gerken 

**SUBJECT:** Drainage Board Agenda for April 27, 1999

**DATE:** April 19, 1999

---

The attached interlocal agreement will be on the April 27, 1999 Drainage District Agenda

The City of Stafford is requesting assistance with the completion of the Willow Water Hole flood control project. This project is the final phase of a three phase project which the Drainage District has been assisting with from the beginning.

The agreement has been approved as to legal form by the County Attorney's office (see attached memo)

The equipment can be available within a month and staff has no objection to performing the work.

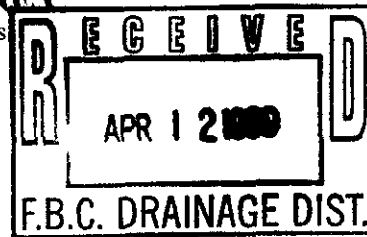
DEG jm





BEN W "Bud" CHILDERS  
County Attorney

**COUNTY ATTORNEY**  
Fort Bend County, Texas



(281) 341-4555  
Fax (281) 341-4557

TO Mark Vogler, Drainage District  
FROM Dennis D. Morgan, Assistant County Attorney *DM*  
DATE 4/9/99  
SUBJECT Drainage District Agreement w/City of Stafford

I have reviewed the enclosed Agreement with the City of Stafford for improvements to the drainage ditch from Pike Road to Stafford Road in the Willow Water Hole drainage area. The agreement is approved as to legal form /

/lj cover let 2349-

---

# **CITY OF STAFFORD**

## **PUBLIC WORKS & TAX DEPARTMENTS**

---

**TO: JOHN KNOX  
FORT BEND COUNTY**

**FROM: LAWRENCE VACCARO, JR.**

**SUBJECT: INTERLOCAL AGREEMENT – FORT BEND DRAINAGE DISTRICT**

**DATE: APRIL 1, 1999**

---

Attached are two originals of the Interlocal Cooperative Agreement between the City of Stafford and Fort Bend County Drainage District. The County Attorney's office and the Drainage District staff have approved this document which was composed by Cheryl Wilson of Olson & Olson. This agreement has been approved by the Stafford City Council and signed by the Mayor.

Please place this item on the Commissioner's Court agenda for approval.

Project Description

To extend the drainage ditch from Pike Road to Stafford Road in the Willow Water Hole drainage area. The extension of this ditch will run through the TXI property and all the easements have been acquired. This is a joint project between the City of Stafford, City of Missouri and Fort Bend County Drainage District.

A permit from the Corps of Engineers has been obtained (Copy attached)

If you need any additional information, please do not hesitate to call me. Please let me know when this will be on the Commissioners Court Agenda.

Cc Mark Vogler, Fort Bend County Drainage District

---

- 6 1999

City of Stafford  
2610 South Main  
Stafford, Texas 77477  
Phone (281) 261-3921 Fax (281) 261-3939

---

## INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS           §  
  §  
COUNTIES OF FORT BEND       §  
AND HARRIS                   §

This Interlocal Cooperation Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Tex Gov't Code Ann. (Vernon 1995), by and between the Fort Bend County Drainage District ( the "District"), and the City of Stafford, Texas (the "City").

### W I T N E S S E T H:

WHEREAS, the City desires the District's assistance in extending the Willow Waterhole drainage channel located within the corporate limits of the City; and

WHEREAS, the District desires to assist the City in extending the Willow Waterhole drainage channel located within the corporate limits of the City upon the terms and conditions hereinafter stated, now, therefore,

For and in consideration of the mutual promises, covenants, and conditions herein, the parties agree as follows:

1       Subject to the terms, provisions, and conditions hereinafter stated, the District agrees to furnish its labor and equipment to perform the District's Responsibilities under the Scope of Work identified on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Project") The District shall commence performance of the Project as soon as labor and equipment are available and will continue working diligently on the Project until said work is completed

2 Subject to the terms, provisions, and conditions hereinafter stated, the City agrees to furnish all labor and equipment to perform the City's Responsibilities on the Project under the Scope of Work identified on Exhibit "A."

3. The District acknowledges and agrees that the new development generated by improving and providing for adequate drainage is of mutual benefit to the District and the City and such mutual benefit is fair compensation to the District for providing the assistance required under this Agreement.

4. The term of this Agreement shall be from the date of execution hereof by all parties through December 31, 1999, and shall automatically renew on January 1 of each year thereafter for a one (1) year term, unless either party gives written notice to the other party thirty (30) days prior to the expiration of the initial term or any renewal term, of its intent to not renew this Agreement, provided, however, this Agreement may be terminated at any time by either party upon giving ten (10) days written notice to the other party.

5 The City agrees to indemnify and hold the District harmless, to the extent provided by law, against any claim, demand, or suit arising out of the performance of services by the City on the Project whether such claim, demand, or suit is commenced during the time of the City's performance of such services or after such services are completed. The District agrees to indemnify and hold the City harmless, to the extent provided by law, against any claim, demand or suit arising out of the performance of services by the District on the Project whether such claim, demand or suit is commenced during the time of the District's performance of such services or after such services are completed.

6. All notices, which the parties hereto may be required, or may desire, to serve on the other, shall be in writing and shall be served by personal delivery, by facsimile with confirming copy sent by mail, or by depositing the same with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the respective party at the addresses set forth below. The addresses stated shall be effective for all notices to the respective parties until written notice of a change of address is given pursuant to the provisions hereof.

If to the City:

City of Stafford  
2610 South Main Street  
Stafford, Texas 77539  
Attn: Leonard Scarcella, Mayor  
Telephone: 281-261-3900  
Facsimile: 281-261-0243

If to the District:

Fort Bend County Drainage District  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: James Adolphus, Chairman  
Telephone: 281-341-8608  
Facsimile: 281-341-8609

Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

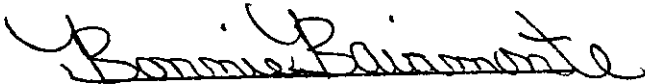
7 This Agreement has been executed by the City and by the District upon and by authority of an order or resolution passed at a meeting of their respective City Council or Board of Directors

Date February 24, 1999

CITY OF STAFFORD, TEXAS

  
Leonard Scarcella, Mayor

ATTEST:


  
Bonnie Baiaamonte, City Secretary

FORT BEND COUNTY DRAINAGE  
DISTRICT

Date: April 27, 1999

  
James Adolphus, Chairman  
Board of Directors

ATTEST:

  
Dianne Wilson, Secretary  
Board of Directors  
Attachment: Exhibit "A"

## EXHIBIT "A"

### SCOPE OF WORK

#### District's Responsibilities

The District shall furnish its labor and equipment to excavate the Willow Waterhole drainage channel from its current point of termination approximately 800 feet south of Pike Road to a point approximately 465 feet east of the intersection of Stafford Road and Green Ridge Drive. The District shall excavate the channel to a depth of approximately fifteen (15) feet with 3:1 side slopes centered in the existing 140-foot drainage easement previously secured by Missouri City and the City of Stafford. The District shall load the excavated material onto trucks provided by the City. The District shall dress the side slopes and construct the initial backslope swales. The District shall set the pipes for any backslope drains provided the pipe material for such drains is delivered to the site in a timely manner by the City. The District shall also provide appropriate supervisory personnel to direct the operation of the District's equipment and employees. Upon completion of the Project, the District shall have no further responsibility to maintain the drainage channel under the Agreement.

#### City's Responsibilities.

The City shall provide appropriate supervisory personnel to coordinate the efforts of the District's and the City's personnel and shall direct the overall project. The City shall furnish all labor and equipment to haul the material excavated and loaded into trucks by the District from the site. The number of trucks furnished by the City shall be sufficient to allow District

personnel to work in a continuous uninterrupted manner. The City shall schedule its labor and equipment to correspond to the District's schedules

The City shall furnish to the District plans that establish grades, the size of the channel, and any associated structures the District is responsible for constructing. The City shall furnish to the District the initial on-ground survey alignment, ditch cross sections, and one (1) or more elevation benchmarks on the Project site prior to the commencement of work. The City shall furnish to the site the pipe and materials for any necessary backslope drains

The City shall obtain all required permits, including NPDES, and provide personnel to implement the provisions of such permits. Upon completion of the Project, the City will assume the responsibility for maintenance of the drainage channel





DEPARTMENT OF THE ARMY  
GALVESTON DISTRICT CORPS OF ENGINEERS  
P O BOX 1229  
GALVESTON, TEXAS 77553-1229

REPLY TO  
ATTENTION OF

March 6, 1998

Evaluation Section

✓ City of Stafford  
2610 South Main  
Stafford, Texas 77477

City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77459

Gentlemen


You may proceed with the filling of 2 56 acres of isolated wetlands, as proposed in your application, SWG 97-26-043, received on December 3, 1997. A copy of your plans in 7 sheets is enclosed. Your letter resulted in the initiation of the pre-construction notification procedure specified for Nationwide Permit 26. Your agent was notified by telephone on March 6, 1998, that the District Engineer has determined that the work is authorized under Nationwide Permit 26. The project site is located approximately 0 75 mile northwest of Missouri City, Fort Bend County, Texas.

Nationwide Permit 26 authorizes the discharge of dredged or fill material into headwaters and isolated waters. This nationwide permit does not obviate the need to obtain other Federal, State, or local permits required by law nor does it authorize any injury to the property rights of others.

This nationwide will expire on December 13, 1998. If the project cannot be completed by that time frame, then you must demonstrate to us that you have started construction or are under contract to begin work by December 13, 1998. In that case, the project must then be completed by December 13, 1999. If the project cannot be completed by that time frame, the project will have to be reverified under a different nationwide permit or permitted by an individual.

permit before work can proceed. Please let me know when you complete your project by returning the enclosed pre-addressed post card. If you have any questions concerning this matter, please contact Mark Patillo at the letterhead address or by telephone at 409-766-3949

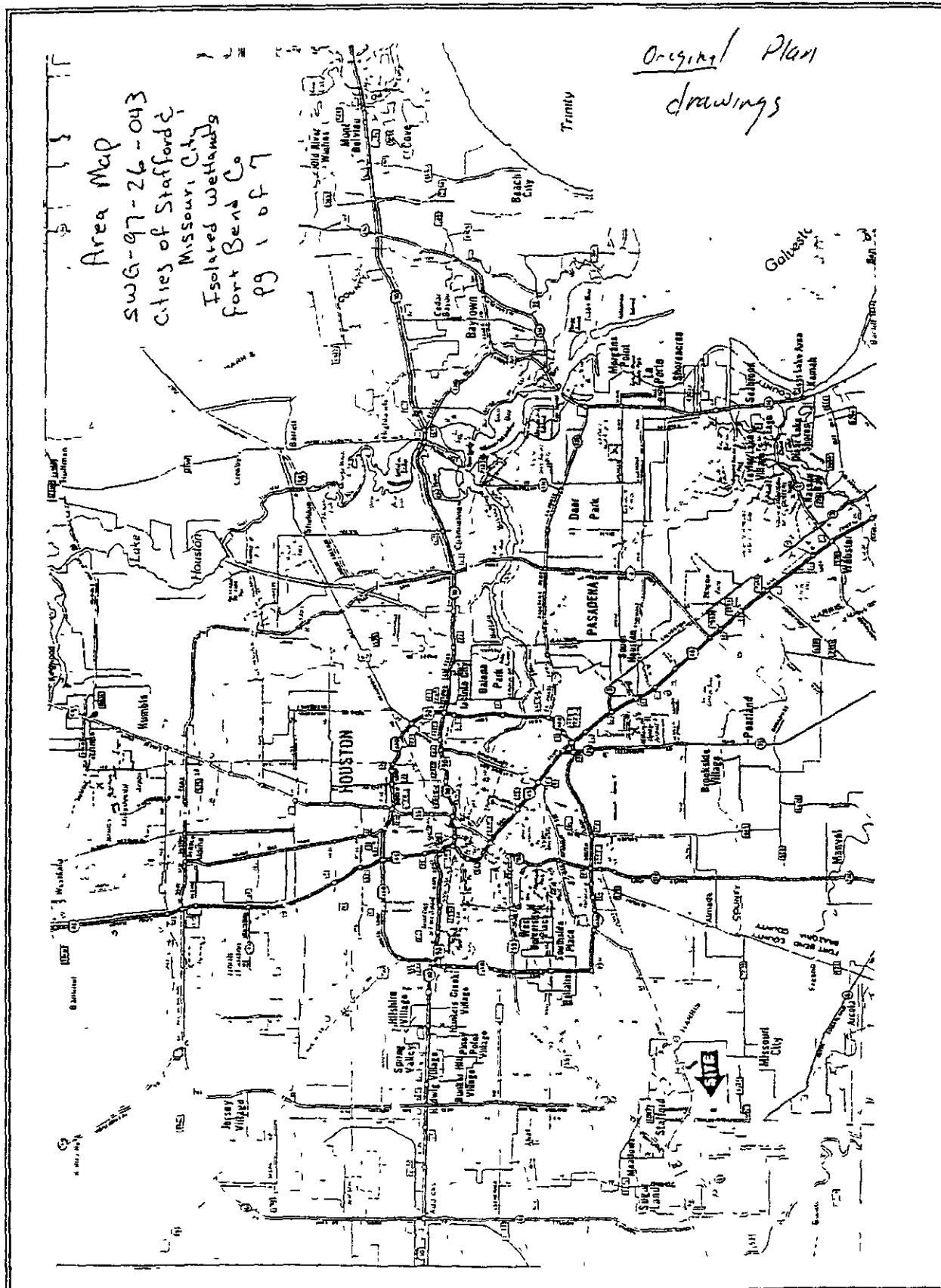
Sincerely,

  
Robert W. Heinly  
Leader, South Evaluation Unit

Enclosures

Copy Furnished

Berg-Oliver Associates, Inc.  
ATTN. Mr. David Sherrill  
14811 St Mary's Lane, Suite 263  
Houston, Texas 77079

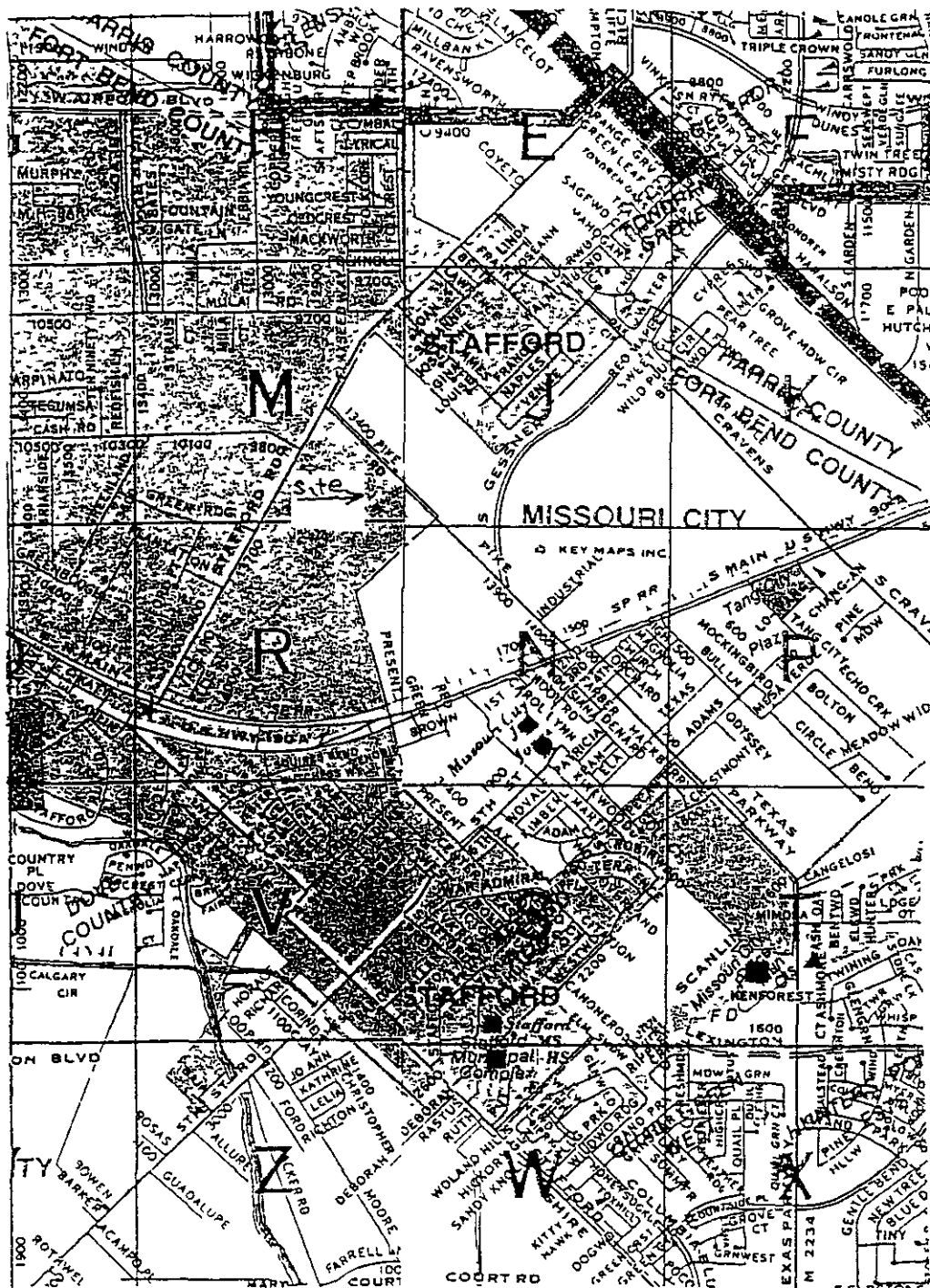


Area Map  
 SWG-97-26-043  
 Cities of Stafford &  
 Missouri City  
 Isolated Wetlands  
 Fort Bend Co  
 pg 1 of 7

Original Plan  
 drawings

SITE LOCATION INFORMATION

Source: Environmental Report by W.K. Berg & Associates, Inc.



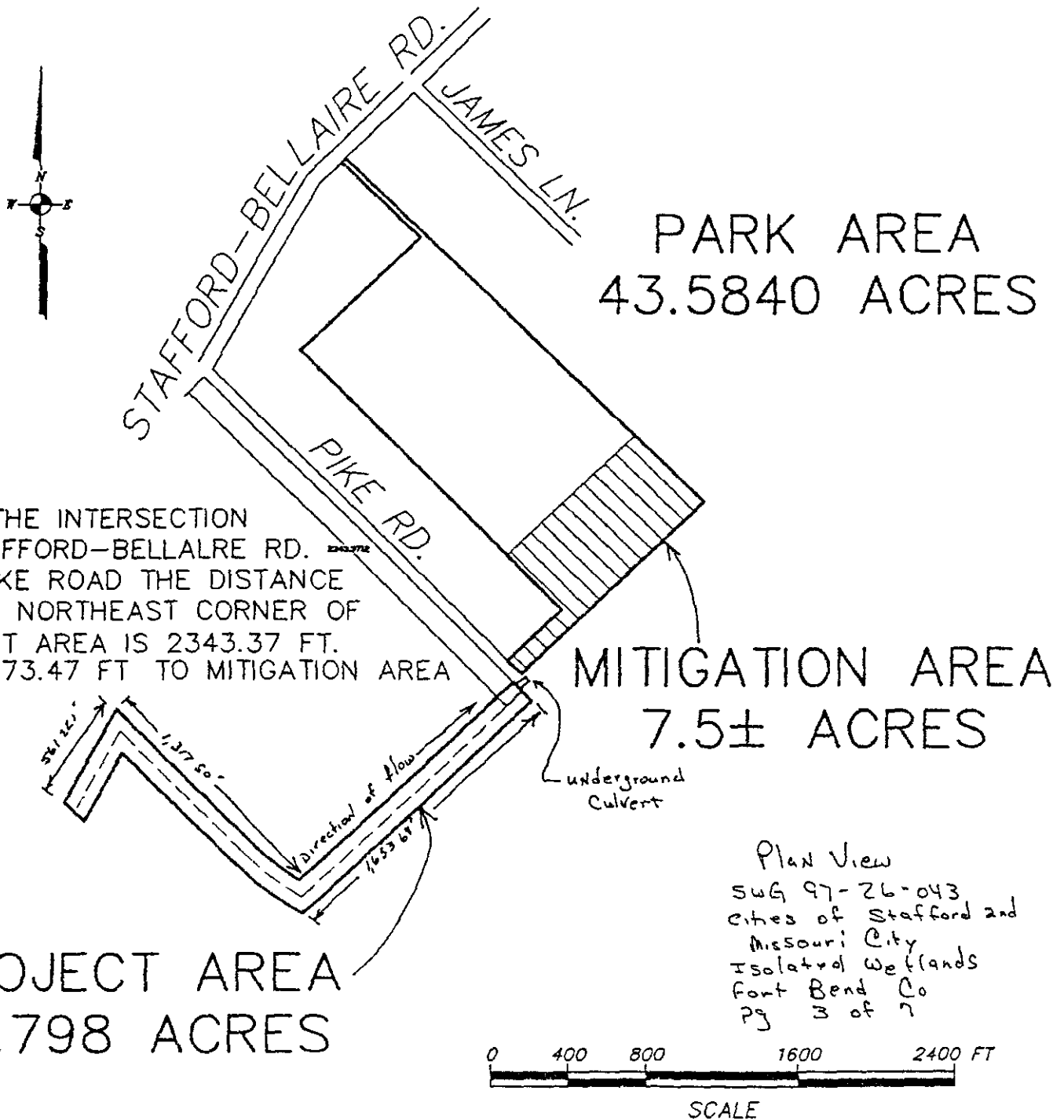
# KEY MAP OF HARRIS COUNTY

Page 569 & 570

Source: Environmental Report by W.S. Berg & Associates, Inc.

Vicinity Map  
 SWG 97-26-043  
 Cities of Stafford &  
 Missouri City  
 Isolated Wetlands  
 Fort Bend Co.  
 Pg 2 of 7

# WILLOW WATER HOLE PROJECT LOCATION MAP



## WILLOW WATER HOLE PROJECT LOCATION MAP

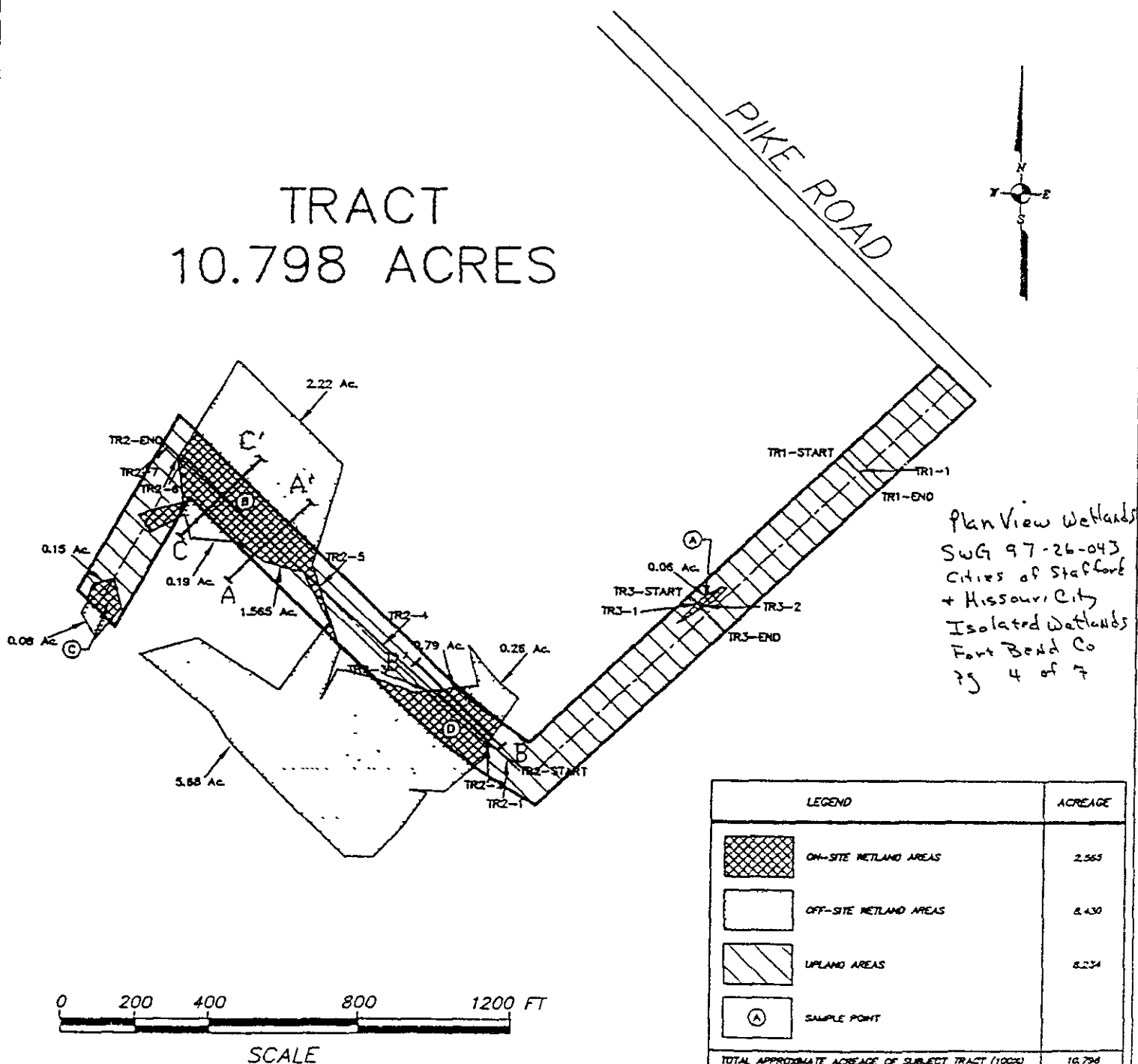
PROJECT # 1034PM97  
FOR CITY OF STAFFORD  
LOCATION WILLOW WATER HOLE  
FORT BEND COUNTY, TEXAS

REVISIONS
Dec. 17, 1997 By C. H. Anderson

BERG+OLIVER ASSOCIATES, INC.  
ENVIRONMENTAL ENGINEERING, SCIENCE  
& LAND USE CONSULTANTS  
14811 ST. MARY'S LANE SUITE 283  
HOUSTON, TEXAS 77079 PHONE (281) 589-0898

# WATERS OF THE UNITED STATES WETLAND DELINEATION OF PROJECT AREA

## TRACT 10.798 ACRES



### WATERS OF THE UNITED STATES

### WETLAND DELINEATION OF PROJECT AREA

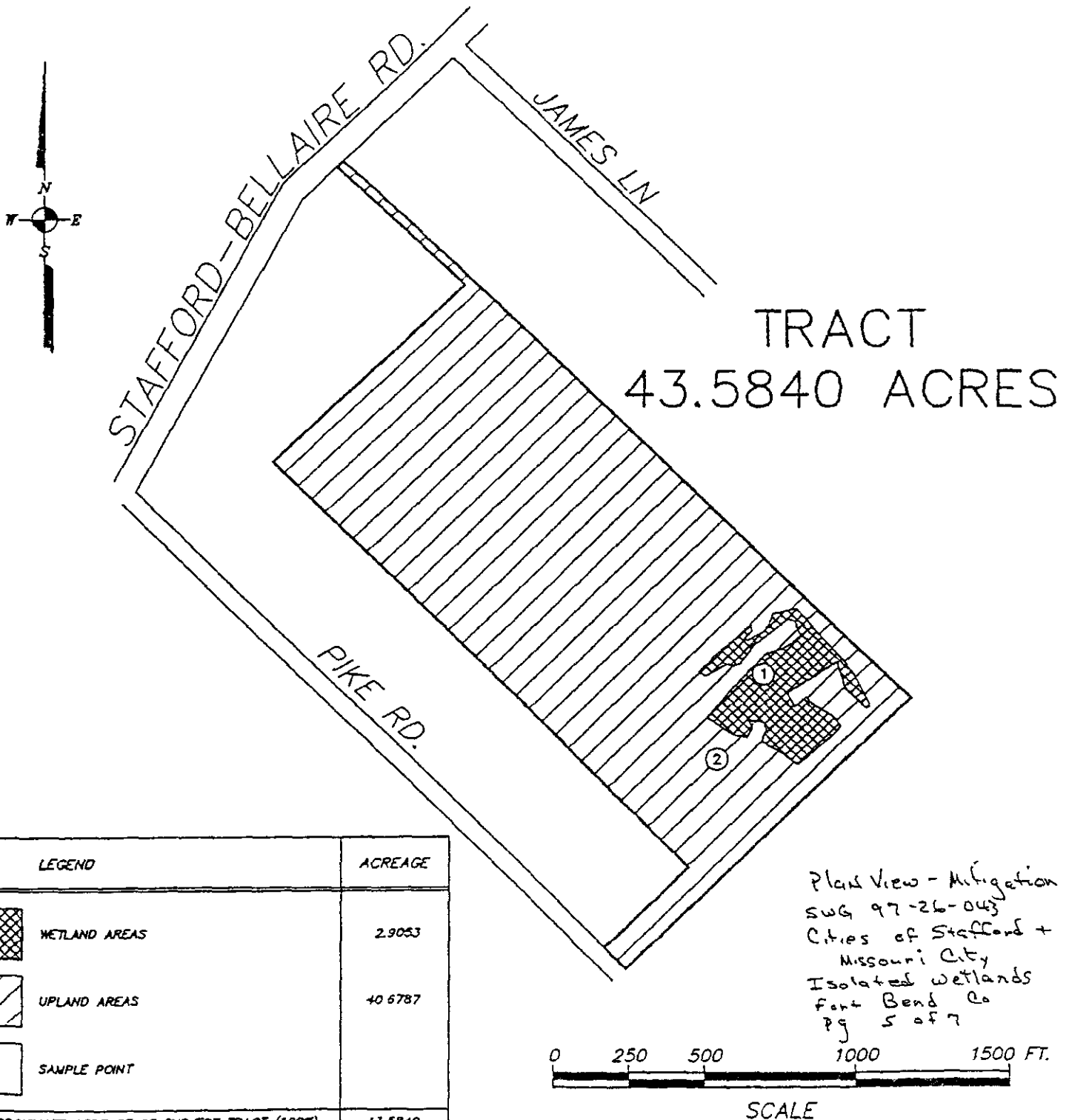
PROJECT # 1034WP97  
FOR CITY OF STAFFORD AND  
CITY OF MISSOURI CITY  
LOCATION WILLOW WATER HOLE - 10.798 AC  
FORT BEND COUNTY, TEXAS

#### REVISIONS

March 20, 1998 by C. H. Anderson  
June 8, 1997 by C. H. Anderson  
March 24, 1997 by C. H. Anderson  
Dec. 17, 1997 by C. H. Anderson

**BERG OLIVER ASSOCIATES, INC**  
ENVIRONMENTAL ENGINEERING SCIENCE  
& LAND USE CONSULTANTS  
14811 ST. MARY'S LANE SUITE 283  
HOUSTON TEXAS 77079 PHONE (281) 589-0899

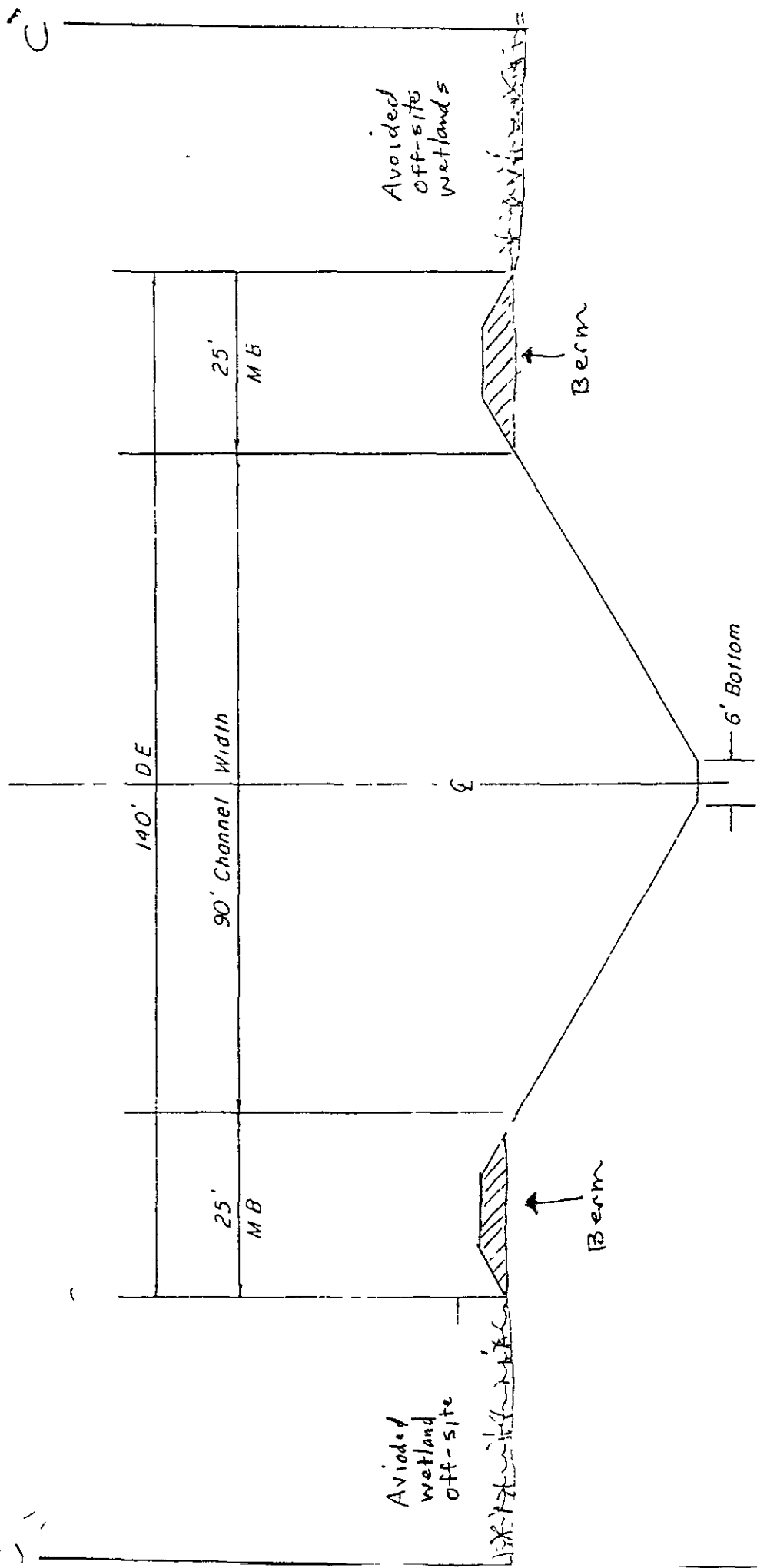
# WATERS OF THE UNITED STATES WETLAND DELINEATION OF MITIGATION AREA



## WATERS OF THE UNITED STATES WETLAND DELINEATION OF MITIGATION AREA

PROJECT #	10347P97	REVISIONS	BERG+OLIVER ASSOCIATES, INC.
CLIENT	CITY OF STAFFORD AND CITY OF MISSOURI CITY	Jan. 8, 1983 BY C. H. Anderson	ENVIRONMENTAL ENGINEERING, SCIENCE & LAND USE CONSULTANTS
LOCATION	WILLOW WATER HOLE-43.5840 AC	Nov. 24, 1987 BY C. H. Anderson	14811 ST. MARY'S LANE SUITE 283 HOUSTON, TEXAS 77079 PHONE (281) 688-0888

Section View - Typical  
 SWG 97-26-043  
 Cities of Stafford + Missouri, City  
 Isolated Wetlands  
 Fort Bend Co.  
 Pg 6 of 7



TYPICAL  
CHANNEL CROSS-SECTION



Proposed Plant list  
SWG 97-26-043  
Cities of Sedford & Missouri City  
Isolated Wetlands  
Fort Bend Co.  
Pg 7 of 7

### PROPOSED PLANT LIST

A mix of hydrophytic vegetation will be used to ensure ground coverage to minimize the potential for soil erosion which could result from site construction. The additional species to be planted will consist of, but will not be limited to the following:

<u>Juncus effusus</u>	soft rush
<u>Polygonum hydropiperoides</u>	swamp smartweed
<u>Panicum hemitomon</u>	maidencane
<u>Ludwigia palustris</u>	marsh seedbox
<u>Cyperus diandrus</u>	umbrella plant

The above list may change due to availability of species indigenous to the area. It is expected, within two growing seasons, seventy percent (70%) of the ground cover will consist of the above plants or of those plants available for planting.

Additional species may be planted on upland/fringe habitat areas. These species to be planted will consist of, but will not be limited to the following:

<u>Andropogon gerardii</u>	big bluestem
<u>Paspalum dilatatum</u>	Dallis grass
<u>Tripsacum dactyloides</u>	Eastern gamma grass

## INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS           §  
  §  
COUNTIES OF FORT BEND       §  
AND HARRIS                   §

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WHEREAS, the District desires to assist the City in extending the Willow Waterhole drainage channel located within the corporate limits of the City upon the terms and conditions hereinafter stated, now, therefore,

For and in consideration of the mutual promises, covenants, and conditions herein, the parties agree as follows:

1       Subject to the terms, provisions, and conditions hereinafter stated, the District agrees to furnish its labor and equipment to perform the District's Responsibilities under the Scope of Work identified on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Project") The District shall commence performance of the Project as soon as labor and equipment are available and will continue working diligently on the Project until said work is completed.

2 Subject to the terms, provisions, and conditions hereinafter stated, the City agrees to furnish all labor and equipment to perform the City's Responsibilities on the Project under the Scope of Work identified on Exhibit "A."

3. The District acknowledges and agrees that the new development generated by improving and providing for adequate drainage is of mutual benefit to the District and the City and such mutual benefit is fair compensation to the District for providing the assistance required under this Agreement.

4 The term of this Agreement shall be from the date of execution hereof by all parties through December 31, 1999, and shall automatically renew on January 1 of each year thereafter for a one (1) year term, unless either party gives written notice to the other party thirty (30) days prior to the expiration of the initial term or any renewal term, of its intent to not renew this Agreement; provided, however, this Agreement may be terminated at any time by either party upon giving ten (10) days written notice to the other party.

5 The City agrees to indemnify and hold the District harmless, to the extent provided by law, against any claim, demand, or suit arising out of the performance of services by the City on the Project whether such claim, demand, or suit is commenced during the time of the City's performance of such services or after such services are completed. The District agrees to indemnify and hold the City harmless, to the extent provided by law, against any claim, demand or suit arising out of the performance of services by the District on the Project whether such claim, demand or suit is commenced during the time of the District's performance of such services or after such services are completed.

6 All notices, which the parties hereto may be required, or may desire, to serve on the other, shall be in writing and shall be served by personal delivery, by facsimile with confirming copy sent by mail, or by depositing the same with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the respective party at the addresses set forth below. The addresses stated shall be effective for all notices to the respective parties until written notice of a change of address is given pursuant to the provisions hereof.

If to the City

City of Stafford  
2610 South Main Street  
Stafford, Texas 77539  
Attn: Leonard Scarcella, Mayor  
Telephone: 281-261-3900  
Facsimile: 281-261-0243

If to the District:

Fort Bend County Drainage District  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: James Adolphus, Chairman  
Telephone: 281-341-8608  
Facsimile: 281-341-8609

Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.


7 This Agreement has been executed by the City and by the District upon and by authority of an order or resolution passed at a meeting of their respective City Council or Board of Directors.

Date February 24, 1999

CITY OF STAFFORD, TEXAS

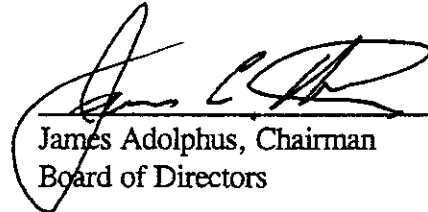
  
Leonard Scarcella, Mayor

ATTEST


  
Bonnie Baramonte, City Secretary

**FORT BEND COUNTY DRAINAGE  
DISTRICT**

Date: April 27, 1999

  
James Adolphus, Chairman  
Board of Directors

ATTEST.

  
Dianne Wilson, Secretary  
Board of Directors

Attachment: Exhibit "A"

## EXHIBIT "A"

### SCOPE OF WORK

#### District's Responsibilities:

The District shall furnish its labor and equipment to excavate the Willow Waterhole drainage channel from its current point of termination approximately 800 feet south of Pike Road to a point approximately 465 feet east of the intersection of Stafford Road and Green Ridge Drive. The District shall excavate the channel to a depth of approximately fifteen (15) feet with 3:1 side slopes centered in the existing 140-foot drainage easement previously secured by Missouri City and the City of Stafford. The District shall load the excavated material onto trucks provided by the City. The District shall dress the side slopes and construct the initial backslope swales. The District shall set the pipes for any backslope drains provided the pipe material for such drains is delivered to the site in a timely manner by the City. The District shall also provide appropriate supervisory personnel to direct the operation of the District's equipment and employees. Upon completion of the Project, the District shall have no further responsibility to maintain the drainage channel under the Agreement.

#### City's Responsibilities

The City shall provide appropriate supervisory personnel to coordinate the efforts of the District's and the City's personnel and shall direct the overall project. The City shall furnish all labor and equipment to haul the material excavated and loaded into trucks by the District from the site. The number of trucks furnished by the City shall be sufficient to allow District

personnel to work in a continuous uninterrupted manner. The City shall schedule its labor and equipment to correspond to the District's schedules.

The City shall furnish to the District plans that establish grades, the size of the channel, and any associated structures the District is responsible for constructing. The City shall furnish to the District the initial on-ground survey alignment, ditch cross sections, and one (1) or more elevation benchmarks on the Project site prior to the commencement of work. The City shall furnish to the site the pipe and materials for any necessary backslope drains.

The City shall obtain all required permits, including NPDES, and provide personnel to implement the provisions of such permits. Upon completion of the Project, the City will assume the responsibility for maintenance of the drainage channel.

104

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

DATE SUBMITTED: April 22, 1999

SUBMITTED BY: Marsha P. Gaines

AGENDA

COURT AGENDA DATE: April 27, 1999

DEPARTMENT: Tax - 003

ITEM

PHONE NO.: Judy - 3740

#

SUMMARY OF ITEM: DRAINAGE AGENDA

Exemptions for the Drainage District  
See attached for the amounts

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED:

Letter of April 7, 1999 - General Funds exemptions

**FINANCIAL SUMMARY:**

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
fund _____ agcy _____ Object _____	N/A ( )	

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

CC with back up:	Yes (✓) County Clerk	(281-341-8697)
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)

**Instructions for submitting an Agenda Request:**

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

**RECOMMENDATION / ACTION REQUESTED:**  
the 1999

Please consider setting ✓ exemptions for the Drainage District as per the request



April 7, 1999

The Honorable James C. Adolphus  
County Judge  
Fort Bend County

RE. 1998 Local Option Tax Exemption Adoption

Dear Judge Adolphus:

In accordance with the State Property Tax Code, Sec. 11.13 (n), the governing body of the taxing unit must adopt the local option tax exemptions before May 1 of the taxable year. A copy of the code is attached for your convenience.

A brief history of the previous exemptions adopted by Commissioners Court follows:

	Homestead	*Over Age/Disabled Person
1998	5,000 or 20% (whichever is greater)	100,000 maximum
1997	5,000 or 20% (whichever is greater)	100,000 maximum
1996	5,000 or 20% (whichever is greater)	100,000 maximum
1995	5,000 or 20% (whichever is greater)	75,000 maximum
1994	5,000 or 20% (whichever is greater)	50,000 maximum

\*Taxpayer can have either exemption but not both.

Fort Bend County also offers the state mandated Disabled Veterans Exemption and the schedule for this exemption is attached.

After processing Central Appraisal District's Certified Supplement #7, issued 03/11/99, the 1998 General Fund status is:

A 1998 Tax Roll Totals:

Parcel count	169331
Total Market Value	16,537,967,486
Total Taxable Value	12,830,886,626

**B: Exemption Totals:**

<b>LOCAL OPTION EXEMPTION</b>	<b>PARCEL #</b>	<b>VALUE EXEMPT</b>
Homestead	67,098	1,389,509,084
Over Age	8,453	546,238,660
Disabled Persons	825	51,765,757

I will be happy to answer any questions you may have.

Sincerely,

Marsha P. Gaines  
Fort Bend County Tax Assessor/Collector

Drainage Board ~~COMMISSIONERS COURT~~ AGENDA REQUEST FORM

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

DATE SUBMITTED: 4/20/99DEPT. SUBMITTED BY: Drainage District~~COMMISSIONERS COURT~~ AGENDA FOR: 4/27/99  
Drainage Board AgendaDEPT. PHONE NO.: 281/342-2863

## SUMMARY OF ITEM:

*Drainage District monthly report for March, 1999*RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ☒LIST SUPPORTING DOCUMENTS ATTACHED: *Monthly Report, March, 1999*  
(Back-up documentation must be attached for consideration)

## FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS.	COMMENTS:
Yes ( ) No ( ) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
fund _____ agcy _____ Object _____	N/A ( )	

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

## CC with back up:

Auditor	(281-341-3774)	Comm. Pct. 1	(281-344-0587)
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)

## Instructions for submitting an Agenda Request

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

## RECOMMENDATION / ACTION REQUESTED:

*Discuss and accept*



**DRAINAGE DISTRICT**  
Fort Bend County, Texas

**MONTHLY REPORT**  
**MARCH, 1999**

The removal of vegetation from channels during April, 1999 was accomplished by both shredding and by herbicide applications. Shredding was done on eighty-four (84) channels that included Clodine Ditch V-B, Fulshear Creek II-F, Lower Oyster Creek III, and Rabbs Bayou II-D.

Herbicides were applied to thirty-eight (38) channels that included Cedar Creek I-B, Longpoint Slough V-B, Oyster Creek II-K, and Willow Fork of Buffalo Bayou V-A.

The bridge crew worked on a variety of projects that included the repair of fifteen (15) watergates across eight (8) separate channels, and the repair of three (3) bridges across East Bernard Ditch I-G, Rabbs Bayou II-D, and Willow Fork of Buffalo Bayou V-A. The crew also replaced low water crossings across Buffalo Creek I-B-3-j and Cottonwood Creek II-B-24, and replaced twenty (20) drop inlet pipes into eight (8) separate channels.

Work continued on the Big Creek Bypass where several machines worked on the regrading and reshaping of spoil dirt.

The Northwest 41 dragline continued to work on the repair of Mustang Creek IV along with the Case 590 backhoe.

The Caterpillar D5H worked much of March on the regrading and reshaping of slopes and backslope swales of Lower Oyster Creek III. The area worked was downstream of McKeever Road adjacent to Sienna Plantation.

The following charts indicate which projects received work and which equipment was assigned to each during March, 1999.

FT BEND COUNTY DRAINAGE DISTRICT  
HEAVY EQUIPMENT REPORT

1	BLUME RD FAC	
	D681-CASE 590 SUPER-L BACKHOE	3/29-3/31
2	LANDFILL	
	D661 LINKBELT LS98A	3/22-3/26
3	ROAD AND BRIDGE DEPARTMENT ROAD&BRIDGE	
	D604-CATERPILLAR D5H DOZER	3/10-3/12, 3/15-3/18
	D678-97KOBELCO SK220 LC MARKIV	3/30
	D700-98KOBELCO SK220 LC MARKIV	3/12, 3/26, 3/29
4	BIG CREEK II-B	
	D550-D21E KOMATSU BULLDOZER	3/1-3/2, 3/8-3/9, 3/16-3/18, 3/22
	D605-JD690E-LC EXCAVATOR	3/1-3/3
	D624-CATERPILLAR D5H LGP DOZER	3/1-3/5
	D681-CASE 590 SUPER-L BACKHOE	3/15-3/18, 3/29
	D700-98KOBELCO SK220 LC MARKIV	3/1-3/5, 3/22-3/23
	E225-FIATALLIS PG85MOTORGRADER	3/18
5	BIG CREEK II-B-7	
	D556-LINKBELT LS98C DRAGLINE	3/11-3/12
	D678-97KOBELCO SK220 LC MARKIV	3/12
6	BIG CREEK II-B-9-a	
	D700-98KOBELCO SK220 LC MARKIV	3/5
7	BIG CREEK BYPASS II-B ALT	
	D604-CATERPILLAR D5H DOZER	3/1-3/3
	D654 NORTHWEST 95-70 DRAGLINE	3/2-3/5, 3/8-3/12, 3/15-3/18, 3/22-3/26
	D663-CATERPILLAR D5H LP DOZER	3/1-3/5, 3/8-3/12, 3/15-3/18, 3/22-3/26, 3/29
	D699-1998 KOMATSU D65P DOZER	3/1-3/5, 3/8-3/12, 3/15-3/16, 3/22-3/26, 3/29
	E135-NORTHWEST 9570 DRAGLINE	3/1-3/5, 3/8-3/10, 3/17-3/18, 3/22-3/24, 3/29
	E526-DRESSER TD25G DOZER	3/22-3/26, 3/29
	E532-DRESSER TD25G DOZER	3/1-3/5, 3/8-3/12, 3/15-3/18, 3/22-3/26, 3/29
8	BROOKSHIRE CREEK II-F-1	
	D678-97KOBELCO SK220 LC MARKIV	3/17-3/18
	E531-CASE 450	3/8, 3/12, 3/17-3/18, 3/22-3/25
9	BUFFALO CREEK I-B-3	
	D605-JD690E-LC EXCAVATOR	3/29
	D678-97KOBELCO SK220 LC MARKIV	3/23-3/25
	D700-98KOBELCO SK220 LC MARKIV	3/15
10	BUFFALO CREEK I-B-3-1	
	D678-97KOBELCO SK220 LC MARKIV	3/18

FT BEND COUNTY DRAINAGE DISTRICT  
HEAVY EQUIPMENT REPORT

11	BUFFALO CREEK I-B-3-j	
	D605-JD690E-LC EXCAVATOR	3/17-3/18, 3/22-3/26
12	CEDAR CREEK I-B	
	D681-CASE 590 SUPER-L BACKHOF	3/23
13	COTTONWOOD CREEK II-B-24	
	D605-JD690E-LC EXCAVATOR	3/3
	D678-97KOBELCO SK220 LC MARKIV	3/3-3/5
14	DRY CREEK II-B-2	
	D700-98KOBELCO SK220 LC MARKIV	3/8-3/9
15	DUTCH JOHN CREEK II-B-1	
	D661 LINKBELT LS98A	3/1-3/5, 3/8, 3/10-3/12, 3/15-3/18
16	EAST BERNARD DITCH I-G	
	D678-97KOBELCO SK220 LC MARKIV	3/1
17	FAIRCHILDS CREEK II-B-10-a	
	D556-LINKBELT LS98C DRAGLINE	3/3-3/5
	D604-CATERPILLAR D5H DOZER	3/3-3/5, 3/8-3/10
	D605-JD690E-LC EXCAVATOR	3/4-3/5, 3/8-3/12
	D700-98KOBELCO SK220 LC MARKIV	3/8
18	FAIRCHILDS CREEK II-B-10-b	
	D678-97KOBELCO SK220 LC MARKIV	3/8-3/11
19	FLEWELLEN DITCH II-B-10	
	E531-CASE 450	3/22-3/23
20	FULSHEAR CREEK II-F	
	E531-CASE 450	3/8, 3/26
21	GAPPS SLOUGH II-B-2-a	
	D556-LINKBELT LS98C DRAGLINE	3/16-3/17
	D700-98KOBELCO SK220 LC MARKIV	3/16, 3/18
22	HOGG BAYOU II-A-3	
	D700-98KOBELCO SK220 LC MARKIV	3/9, 3/11
23	KREGANS BAYOU VII	
	D700-98KOBELCO SK220 LC MARKIV	3/24-3/26
24	LOWER OYSTER CREEK III	
	D624-CATERPILLAR D5H LGP DOZER	3/8-3/12, 3/15-3/18, 3/22-3/24
	D678-97KOBELCO SK220 LC MARKIV	3/8
	E225-FLATALLIS FG85MOTORGRADER	3/23-3/26

FT BEND COUNTY DRAINAGE DISTRICT  
HEAVY EQUIPMENT REPORT

25	LOWER RABBS BAYOU II-B-2-a-3	
	D678-97KOBELCO SK220 LC MARKIV	3/25-3/26, 3/29
26	MUSTANG CREEK IV	
	D604-CATERPILLAR D5H DOZER	3/29
	D681-CASE 590 SUPER-L BACKHOE	3/2-3/5, 3/8-3/12, 3/15
	D700-98KOBELCO SK220 LC MARKIV	3/5, 3/23-3/24
	E133-NORTHWEST 41AIR DRAGLINE	3/1-3/5, 3/8-3/12, 3/15-3/18, 3/22-3/26, 3/29
27	OYSTER CREEK II-K	
	D700-98KOBELCO SK220 LC MARKIV	3/24
28	RABBS BAYOU II-D	
	D556-LINKBELT LS98C DRAGLINE	3/29
	D605-JD690E-LC EXCAVATOR	3/12, 3/16
	D700-98KOBELCO SK220 LC MARKIV	3/29
29	SIMS BAYOU VIII-B-1-c	
	D556-LINKBELT LS98C DRAGLINE	3/26
	D681-CASE 590 SUPER-L BACKHOE	3/29
30	SNAKE CREEK I-C	
	D678-97KOBELCO SK220 LC MARKIV	3/22
31	SNAKE CREEK I-C-11	
	D678-97KOBELCO SK220 LC MARKIV	3/1-3/3
32	TURKEY CREEK I-D	
	D624-CATERPILLAR D5H LGP DOZER	3/25-3/26
33	WILLOW FORK OF BUFFALO BAYOU V-A	
	D556-LINKBELT LS98C DRAGLINE	3/22, 3/24
	D624-CATERPILLAR D5H LGP DOZER	3/24-3/25
	D678-97KOBELCO SK220 LC MARKIV	3/16-3/17
	D700-98KOBELCO SK220 LC MARKIV	3/24-3/25
	E531-CASE 450	3/2-3/5, 3/16-3/17

FT BEND COUNTY DRAINAGE DISTRICT  
SHREDDER REPORT

1 ROAD AND BRIDGE DEPARTMENT ROAD&BRIDGE

D571-CASE IH 695 MFD	3/15, 3/29-3/31
D618-6200MFWD TRACTOR	3/30-3/31
D641 1995 JD 6200 TRACTOR	3/1-3/4
D644-FORD 5640 MFWD	3/30-3/31
D680-1997 JD 6200 TRACTOR	3/29-3/31
D703-JOHN DEERE 6110 MFD	3/29-3/31
E243-FORD 6610 SLOPEMOWER	3/30-3/31
E524-HESSTON 7066 TRACTOR	3/15, 3/29-3/31

2 BER CREEK II-A-1-a

D594-JOHN DEERE 2555	3/26
D627-6200JD MFWD TRACTOR	3/26
D702-JOHN DEERE 6110 MFD	3/26

3 BIG CREEK II-B

D595-JOHN DEERE 2555	3/2-3/3, 3/8
D625-6200JD MFWD TRACTOR	3/2-3/4
E513-HESSTON 7066 TRACTOR	3/9
E516-HESSTON 7066 TRACTOR	3/2-3/3

4 BIG CREEK II-B-6

D625-6200JD MFWD TRACTOR	3/18
E516-HESSTON 7066 TRACTOR	3/18

5 BIG CREEK II-B-7

D625-6200JD MFWD TRACTOR	3/8, 3/10
E516-HESSTON 7066 TRACTOR	3/8

6 BIG CREEK II-B-7-a

D625-6200JD MFWD TRACTOR	3/8
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7 BIG CREEK II-B-9

D625-6200JD MFWD TRACTOR	3/10-3/11
E516-HESSTON 7066 TRACTOR	3/10-3/11

8 BIG CREEK II-B-9-a

E516-HESSTON 7066 TRACTOR	3/10
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9 BIG CREEK BYPASS II-B ALT

D582-CASE IH MFD TRACTOR	3/8-3/9
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10 BRAZOS RIVER II-GG

D680-1997 JD 6200 TRACTOR	3/16-3/17
D703-JOHN DEERE 6110 MFD	3/16-3/17
E243-FORD 6610 SLOPEMOWER	3/16-3/17
E524-HESSTON 7066 TRACTOR	3/16-3/17



FT BEND COUNTY DRAINAGE DISTRICT  
SHREDDER REPORT

11	BRAZOS RIVER II-JJ	
	D593-JOHN DEERE 2555	3/11
	D596-JOHN DEERE 2555	3/11
12	BRAZOS RIVER II-QQ	
	D680-1997 JD 6200 TRACTOR	3/16
	D703-JOHN DEERE 6110 MFD	3/16
	E243-FORD 6610 SLOPEMOWER	3/16
	E524-HESSTON 7066 TRACTOR	3/16
13	BROOKSHIRE CREEK II-F-1	
	D680-1997 JD 6200 TRACTOR	3/26
	D703-JOHN DEERE 6110 MFD	3/26
	E513-HESSTON 7066 TRACTOR	3/9
	E524-HESSTON 7066 TRACTOR	3/26
14	BULLHEAD SLOUGH II-L	
	D593-JOHN DEERE 2555	3/10-3/12, 3/16
	D596-JOHN DEERE 2555	3/11-3/12
	D618-6200MFWD TRACTOR	3/11-3/12
	D644-FORD 5640 MFWD	3/11-3/12
15	CHOCOLATE BAYOU X	
	D594-JOHN DEERE 2555	3/10
	D627-6200JD MFWD TRACTOR	3/10
	D702-JOHN DEERE 6110 MFD	3/10
16	CHOCOLATE BAYOU X-A	
	D594-JOHN DEERE 2555	3/10
	D627-6200JD MFWD TRACTOR	3/10
	D702-JOHN DEERE 6110 MFD	3/10
17	CHOCOLATE BAYOU X-B	
	D594-JOHN DEERE 2555	3/11
	D627-6200JD MFWD TRACTOR	3/11
	D702-JOHN DEERE 6110 MFD	3/11
18	CLODINE DITCH V-b	
	D593-JOHN DEERE 2555	3/22-3/23
	D596-JOHN DEERE 2555	3/22-3/23
	D618-6200MFWD TRACTOR	3/22-3/23
	D626-6200JD MFWD TRACTOR	3/22-3/23
	D644-FORD 5640 MFWD	3/22-3/23, 3/25
19	CLODINE DITCH V-b-1	
	D593-JOHN DEERE 2555	3/18
	D618-6200MFWD TRACTOR	3/18
	D644-FORD 5640 MFWD	3/18

FT BEND COUNTY DRAINAGE DISTRICT  
SHREDDER REPORT

20	COON CREEK II-B-3-g-1	
	D645-FORD 5640 MFWD	3/2
21	COTTONWOOD CREEK II-B-24	
	D617-6200MFWD TRACTOR	3/2, 3/8
	D645-FORD 5640 MFWD	3/8, 3/11
22	COW CREEK II-A	
	D594-JOHN DEERE 2555	3/24-3/26
	D627-6200JD MFWD TRACTOR	3/24-3/26
	D702-JOHN DEERE 6110 MFD	3/24-3/26
23	DEER CREEK II-B-5	
	D595-JOHN DEERE 2555	3/3-3/4
	D625-6200JD MFWD TRACTOR	3/3
	E516-HESSTON 7066 TRACTOR	3/3-3/4
24	DUTCH JOHN CREEK II-B-1	
	D594-JOHN DEERE 2555	3/23
	D627-6200JD MFWD TRACTOR	3/23
	D702-JOHN DEERE 6110 MFD	3/23
25	DUTCH JOHN CREEK II-B-1-e	
	D594-JOHN DEERE 2555	3/24
	D627-6200JD MFWD TRACTOR	3/24
	D702-JOHN DEERE 6110 MFD	3/24
26	FAIRCHILDS CREEK II-B-10	
	D595-JOHN DEERE 2555	3/2
	D625-6200JD MFWD TRACTOR	3/2, 3/5, 3/8, 3/11
	E516-HESSTON 7066 TRACTOR	3/2, 3/5, 3/8
27	FAIRCHILDS CREEK II-B-10-a	
	D625-6200JD MFWD TRACTOR	3/5
	E516-HESSTON 7066 TRACTOR	3/5
28	FAIRCHILDS CREEK II-B-10-b	
	D625-6200JD MFWD TRACTOR	3/11, 3/17
	E516-HESSTON 7066 TRACTOR	3/11, 3/17
29	FAIRCHILDS CREEK II-B-10-b-1	
	D625-6200JD MFWD TRACTOR	3/17
	E516-HESSTON 7066 TRACTOR	3/17
30	FLATBANK/STEEPBANK CREEK II-K-A	
	D594-JOHN DEERE 2555	3/4-3/5, 3/8
	D627-6200JD MFWD TRACTOR	3/4-3/5, 3/8
	D702-JOHN DEERE 6110 MFD	3/4-3/5, 3/8

FT BEND COUNTY DRAINAGE DISTRICT  
SHREDDER REPORT

31	FLEWELLEN DITCH II-E-10	
	D571-CASE IH 695 MFD	3/24
	D680-1997 JD 6200 TRACTOR	3/18
	D703-JOHN DEERE 6110 MFD	3/18
	E243-FORD 6610 SLOPEMOWER	3/18
	E524-HESSTON 7066 TRACTOR	3/18, 3/24
32	FLEWELLEN DITCH II-E-10-a	
	D571-CASE IH 695 MFD	3/24
	E524-HESSTON 7066 TRACTOR	3/24
33	FLEWELLEN DITCH II-E-10-b	
	D680-1997 JD 6200 TRACTOR	3/18
	D703-JOHN DEERE 6110 MFD	3/18
34	FULSHEAR CREEK II-F	
	D571-CASE IH 695 MFD	3/24-3/26
	D680-1997 JD 6200 TRACTOR	3/18, 3/24-3/26
	D703-JOHN DEERE 6110 MFD	3/18, 3/24-3/26
	E243-FORD 6610 SLOPEMOWER	3/22-3/25
	E524-HESSTON 7066 TRACTOR	3/24-3/26
35	FULSHEAR FARMS II-N	
	D571-CASE IH 695 MFD	3/25
	E524-HESSTON 7066 TRACTOR	3/25
36	HADY CREEK II-F-2	
	D571-CASE IH 695 MFD	3/26
	D680-1997 JD 6200 TRACTOR	3/25
	D703-JOHN DEERE 6110 MFD	3/25
	E524-HESSTON 7066 TRACTOR	3/26
37	HOGG BAYOU II-A-3	
	D594-JOHN DEERE 2555	3/18
	D627-6200JD MFWD TRACTOR	3/18
	D702-JOHN DEERE 6110 MFD	3/18
38	HOGG BAYOU II-A-3-a	
	D594-JOHN DEERE 2555	3/18
	D627-6200JD MFWD TRACTOR	3/18
	D702-JOHN DEERE 6110 MFD	3/18
39	HOGG BAYOU II-A-3-a-1	
	D594-JOHN DEERE 2555	3/22
	D627-6200JD MFWD TRACTOR	3/22
	D702-JOHN DEERE 6110 MFD	3/22

FT BEND COUNTY DRAINAGE DISTRICT  
SHREDDER REPORT

40	HOGG BAYOU II-A-3-b	
	D594-JOHN DEERE 2555	3/22
	D627-6200JD MFWD TRACTOR	3/22
	D702-JOHN DEERE 6110 MFD	3/22
41	HOGG BAYOU II-A-3-b-1	
	D594-JOHN DEERE 2555	3/22
	D627-6200JD MFWD TRACTOR	3/22
	D702-JOHN DEERE 6110 MFD	3/22
42	JONES CREEK II-E-1	
	D680-1997 JD 6200 TRACTOR	3/17
	D703-JOHN DEERE 6110 MFD	3/17
	E243-FORD 6610 SLOPEMOWER	3/17
	E524-HESSTON 7066 TRACTOR	3/17
43	JONES CREEK (ANDRUS CREEK) II-E-5	
	D680-1997 JD 6200 TRACTOR	3/17-3/18
	D703-JOHN DEERE 6110 MFD	3/17-3/18
	E524-HESSTON 7066 TRACTOR	3/17-3/18
44	JONES CREEK (ROSENBUSH DITCH) II-E-6	
	E243-FORD 6610 SLOPEMOWER	3/17-3/18
45	KEEGANS BAYOU VII-E	
	D679-1997 JD 6200 TRACTOR	3/4
46	LONGPOINT SLOUGH V-B	
	D593-JOHN DEERE 2555	3/23-3/24
	D596-JOHN DEERE 2555	3/23
	D618-6200MFWD TRACTOR	3/23-3/24
	D626-6200JD MFWD TRACTOR	3/23-3/24
	D644-FORD 5640 MFWD	3/24-3/25
47	LONGPOINT SLOUGH V-B-1	
	D596-JOHN DEERE 2555	3/24
48	LOWER OYSTER CREEK III	
	D594-JOHN DEERE 2555	3/8-3/9, 3/16, 3/18
	D627-6200JD MFWD TRACTOR	3/8-3/9, 3/16, 3/18
	D641 1995 JD 6200 TRACTOR	3/18-3/19, 3/22-3/26
	D702-JOHN DEERE 6110 MFD	3/8-3/9, 3/16, 3/18
49	MUSTANG CREEK IV	
	D594-JOHN DEERE 2555	3/12, 3/15
	D616-6200MFWD TRACTOR	3/10
	D627-6200JD MFWD TRACTOR	3/12, 3/15
	D642 1995 JD 6200 TRACTOR	3/10
	D679-1997 JD 6200 TRACTOR	3/10
	D702-JOHN DEERE 6110 MFD	3/15

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50	MUSTANG CREEK IV-B	
	D594-JOHN DEERE 2555	3/11
	D616-6200MFWD TRACTOR	3/10
	D627-6200JD MFWD TRACTOR	3/11
	D642 1995 JD 6200 TRACTOR	3/10
	D679-1997 JD 6200 TRACTOR	3/10
	D702-JOHN DEERE 6110 MFD	3/11
51	OYSTER CREEK II-K	
	D594-JOHN DEERE 2555	3/1-3/2
	D616-6200MFWD TRACTOR	3/1-3/2
	D627-6200JD MFWD TRACTOR	3/1-3/2
	D642 1995 JD 6200 TRACTOR	3/1-3/2
	D679-1997 JD 6200 TRACTOR	3/1-3/2
	D702-JOHN DEERE 6110 MFD	3/1-3/2
52	OYSTER CREEK II-K-14	
	D594-JOHN DEERE 2555	3/8
	D627-6200JD MFWD TRACTOR	3/8
	D702-JOHN DEERE 6110 MFD	3/8
53	OYSTER CREEK II-K-5	
	D594-JOHN DEERE 2555	3/2
	D616-6200MFWD TRACTOR	3/2
	D627-6200JD MFWD TRACTOR	3/2
	D642 1995 JD 6200 TRACTOR	3/2
	D679-1997 JD 6200 TRACTOR	3/2
	D702-JOHN DEERE 6110 MFD	3/2
54	RABBS BAYOU II-D	
	D593-JOHN DEERE 2555	3/5, 3/8-3/9
	D618-6200MFWD TRACTOR	3/8-3/10
	D626-6200JD MFWD TRACTOR	3/2-3/5, 3/8-3/9
	D644-FORD 5640 MFWD	3/8-3/10
55	RABBS BAYOU II-D-11	
	D593-JOHN DEERE 2555	3/9
56	RABBS BAYOU II-D-12	
	D593-JOHN DEERE 2555	3/9
	D626-6200JD MFWD TRACTOR	3/9
57	RABBS BAYOU II-D-4	
	D593-JOHN DEERE 2555	3/2
58	RABBS BAYOU II-D-5	
	D618-6200MFWD TRACTOR	3/5
	D626-6200JD MFWD TRACTOR	3/4

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59	RABBS BAYOU II-D-5-a	
	D618-6200MFWD TRACTOR	3/5
60.	RED GULLY II-K-9	
	D593-JOHN DEERE 2555	3/16-3/18
	D596-JOHN DEERE 2555	3/16-3/18
	D618-6200MFWD TRACTOR	3/16, 3/18
	D644-FORD 5640 MFWD	3/16-3/18
61	SEABOURNE CREEK II-B-4	
	D595-JOHN DEERE 2555	3/17
	D625-6200JD MFWD TRACTOR	3/18, 3/22-3/23
	E516-HESSTON 7066 TRACTOR	3/18, 3/22-3/23
62	SEABOURNE CREEK II-B-4-a	
	D625-6200JD MFWD TRACTOR	3/22
	E516-HESSTON 7066 TRACTOR	3/22
63	SIMS BAYOU VIII-A	
	D616-6200MFWD TRACTOR	3/3, 3/11, 3/15
	D642 1995 JD 6200 TRACTOR	3/3, 3/11
	D679-1997 JD 6200 TRACTOR	3/3, 3/11, 3/15
64	SIMS BAYOU VIII-A-1	
	D616-6200MFWD TRACTOR	3/15
	D679-1997 JD 6200 TRACTOR	3/15
65	SIMS BAYOU VIII-A-2	
	D616-6200MFWD TRACTOR	3/11
	D642 1995 JD 6200 TRACTOR	3/11
	D679-1997 JD 6200 TRACTOR	3/11
66	SIMS BAYOU VIII-B	
	D616-6200MFWD TRACTOR	3/9, 3/11
	D642 1995 JD 6200 TRACTOR	3/9, 3/11
	D679-1997 JD 6200 TRACTOR	3/9, 3/11
67	SIMS BAYOU VIII-B-1	
	D616-6200MFWD TRACTOR	3/5, 3/8-3/9
	D642 1995 JD 6200 TRACTOR	3/5, 3/8-3/9
	D679-1997 JD 6200 TRACTOR	3/5, 3/8-3/9
	E230-HESSTON 7066 TRACTOR	3/5, 3/8
	E231-HESSTON 7066 TRACTOR	3/5, 3/8
68	SIMS BAYOU VIII-B-1-a	
	D616-6200MFWD TRACTOR	3/8
	D642 1995 JD 6200 TRACTOR	3/8
	D679-1997 JD 6200 TRACTOR	3/8
	E230-HESSTON 7066 TRACTOR	3/8
	E231-HESSTON 7066 TRACTOR	3/8

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69	SIMS BAYOU VIII-B-1-b	
	D616-6200MFWD TRACTOR	3/8
	D642 1995 JD 6200 TRACTOR	3/8
	D679-1997 JD 6200 TRACTOR	3/8
	E230-HESSTON 7066 TRACTOR	3/8
	E231-HESSTON 7066 TRACTOR	3/8
70	SIMS BAYOU VIII-B-1-c	
	D616-6200MFWD TRACTOR	3/4
	D642 1995 JD 6200 TRACTOR	3/4
	D679-1997 JD 6200 TRACTOR	3/4
71	SIMS BAYOU VIII-B-1-d	
	D616-6200MFWD TRACTOR	3/5
	D642 1995 JD 6200 TRACTOR	3/5
	D679-1997 JD 6200 TRACTOR	3/5
72	SIMS BAYOU VIII-B-2	
	D616-6200MFWD TRACTOR	3/11
	D642 1995 JD 6200 TRACTOR	3/11
	D679-1997 JD 6200 TRACTOR	3/11
73	SIMS BAYOU VIII-B-2-a	
	D616-6200MFWD TRACTOR	3/11
	D642 1995 JD 6200 TRACTOR	3/11
	D679-1997 JD 6200 TRACTOR	3/11
74	SIMS BAYOU VIII-B-3	
	D642 1995 JD 6200 TRACTOR	3/5
75	SIMS BAYOU VIII-B-4	
	D616-6200MFWD TRACTOR	3/5
	D679-1997 JD 6200 TRACTOR	3/5
76	SIMS BAYOU VIII-D	
	D642 1995 JD 6200 TRACTOR	3/4
77	SIMS BAYOU VIII-E	
	D616-6200MFWD TRACTOR	3/4
78	SIMS BAYOU (CANGELOSI DITCH) VIII	
	D616-6200MFWD TRACTOR	3/16, 3/18
	D642 1995 JD 6200 TRACTOR	3/16, 3/18, 3/22
	D679-1997 JD 6200 TRACTOR	3/16, 3/18
79	STAFFORD RUN CREEK II-K-1	
	D641 1995 JD 6200 TRACTOR	3/5, 3/8, 3/11, 3/15-3/17

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80	STEEPBANK CREEK II-G	
	D594-JOHN DEERE 2555	3/3
	D627-6200JD MFWD TRACTOR	3/3
	D702-JOHN DEERE 6110 MFD	3/3
81	STEEPBANK CREEK II-G-2	
	D594-JOHN DEERE 2555	3/3, 3/8
	D627-6200JD MFWD TRACTOR	3/3, 3/8
	D702-JOHN DEERE 6110 MFD	3/3, 3/8
82	SUGARLAND IND DITCH II-DD	
	D680-1997 JD 6200 TRACTOR	3/16
	D703-JOHN DEERE 6110 MFD	3/16
	E243-FORD 6610 SLOPEMOWER	3/16
	E524-HESSTON 7066 TRACTOR	3/16
83	TURKEY CREEK I-D	
	D593-JOHN DEERE 2555	3/4
84	TURKEY CREEK II-A-2	
	D594-JOHN DEERE 2555	3/26
	D627-6200JD MFWD TRACTOR	3/26
	D702-JOHN DEERE 6110 MFD	3/26
85	WILLOW FORK OF BUFFALO BAYOU V-A	
	D593-JOHN DEERE 2555	3/24-3/26, 3/29
	D596-JOHN DEERE 2555	3/29
	D618-6200MFWD TRACTOR	3/25-3/26
	D626-6200JD MFWD TRACTOR	3/24-3/26
	D703-JOHN DEERE 6110 MFD	3/10



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1	LANDFILL	
	D655-1990 FORD F350	3/26
2	BIG CREEK II-B	
	E130-INTL 784 SLOPEMOWER	3/9-3/10
	E517-MF 283 SLOPEMOWER	3/9-3/10
3	BRAZOS RIVER II-GG	
	E146-INTL 784 TRACTOR	3/1
	E525-HESSTON 7066 SLOPEMOWER	3/1
4	BRAZOS RIVER II-GG-1	
	D581-90FORDF700(02418)	3/1
5	BRAZOS RIVER II-H	
	D570-CASE IH 695 2 WD	3/10-3/11, 3/15-3/16
	E514-HESSTON 7066 TRACTOR	3/10-3/11, 3/15-3/16
6	CEDAR CREEK I-B	
	E512-HESSTON 7066 TRACTOR	3/1, 3/4, 3/9, 3/23
	E543-MASSEY FERGUSON 282	3/1, 3/4, 3/9
7	CEDAR CREEK I-B-6	
	E543-MASSEY FERGUSON 282	3/3
8	CEDAR CREEK I-B-7	
	E512-HESSTON 7066 TRACTOR	3/3-3/4
9	CLODINE DITCH V-b	
	D640-JD SKIDDER W/CIBOLO SWING	3/3-3/4
	E117-JOHNDEERE 350C SLOPEMOWER	3/3-3/4, 3/9
	E122-JOHNDEERE 350C SLOPEMOWER	3/3-3/4, 3/9
10	COON CREEK II-B-3	
	E129-INTL 784 SLOPEMOWER	3/17
11	COTTONWOOD CREEK II-B-24	
	E129-INTL 784 SLOPEMOWER	3/4, 3/23
12	DRY CREEK II-B-2	
	D570-CASE IH 695 2 WD	3/1, 3/9
	E514-HESSTON 7066 TRACTOR	3/4, 3/9-3/10
	E518-MF 283 SLOPEMOWER	3/1, 3/4
13	DRY CREEK II-B-2-1	
	E514-HESSTON 7066 TRACTOR	3/9
	E518-MF 283 SLOPEMOWER	3/9

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14	FLEWELLEN DITCH II-E-10	
	D640-JD SKIDDER W/CIBOLO SWING	3/1
15	GUY CREEK I-A-1	
	D584-89FORDF700(52493)	3/4
16	JONES CREEK II-E-7-a	
	E525-HESSTON 7066 SLOPEMOWER	3/1
17	JONES CREEK (ROSENBUSH DITCH) II-E-6	
	E146-INTL 784 TRACTOR	3/1
18	LONGPOINT SLOUGH V-B	
	D640-JD SKIDDER W/CIBOLO SWING	3/1-3/3
	E117-JOHNDREERE 350C SLOPEMOWER	3/1, 3/3
	E122-JOHNDREERE 350C SLOPEMOWER	3/1, 3/3
19	LONGPOINT SLOUGH V-B-1	
	D640-JD SKIDDER W/CIBOLO SWING	3/3
20	LONGPOINT SLOUGH V-B-2	
	D640-JD SKIDDER W/CIBOLO SWING	3/2
21	LONGPOINT SLOUGH V-B-3	
	D640-JD SKIDDER W/CIBOLO SWING	3/2
22	MOUND CREEK I-A	
	D584-89FORDF700(52493)	3/4
23	MUSTANG CREEK IV	
	E514-HESSTON 7066 TRACTOR	3/25
24	OYSTER CREEK II-K	
	D570-CASE IH 695 2 WD	3/17
	E514-HESSTON 7066 TRACTOR	3/17, 3/22-3/26
	E518-MF 283 SLOPEMOWER	3/22-3/26
25	ROBINOWITZ DITCH II-M	
	D584-89FORDF700(52493)	3/3
26	SIMS BAYOU VIII-A	
	E514-HESSTON 7066 TRACTOR	3/2
27	SIMS BAYOU VIII-B	
	E514-HESSTON 7066 TRACTOR	3/25

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28	SIMS BAYOU VIII-B-1-a	
	D664-96FORD F350 CAB & CHASSIS	3/23
29	SIMS BAYOU VIII-B-1-c	
	D664-96FORD F350 CAB & CHASSIS	3/23
30	SIMS BAYOU VIII-B-3	
	E514-HESSTON 7066 TRACTOR	3/25
31	SNAKE CREEK I-C	
	D584-89FORDF700(52493)	3/3
	E129-INTL 784 SLOPEMOWER	3/1, 3/4
	E130-INTL 784 SLOPEMOWER	3/1, 3/3-3/4
	E517-MF 283 SLOPEMOWER	3/1, 3/3-3/4
32	SNAKE CREEK I-C-1	
	E129-INTL 784 SLOPEMOWER	3/3
33	SNAKE CREEK I-C-3	
	E129-INTL 784 SLOPEMOWER	3/1
34	SNAKE CREEK I-C-4	
	E129-INTL 784 SLOPEMOWER	3/1
35	SNAKE CREEK I-C-6	
	D584-89FORDF700(52493)	3/3
36	THEATRE DITCH II-B-2-e	
	E514-HESSTON 7066 TRACTOR	3/9
	E518-MF 283 SLOPEMOWER	3/9
37	WILLOW FORK OF BUFFALO BAYOU V-A	
	D581-90FORDF700(02418)	3/1-3/4, 3/9-3/10
	E146-INTL 784 TRACTOR	3/1, 3/3-3/4
	E525-HESSTON 7066 SLOPEMOWER	3/1, 3/3-3/4
38	WILLOW FORK OF BUFFALO BAYOU V-A-3	
	D581-90FORDF700(02418)	3/9
	E146-INTL 784 TRACTOR	3/9
39	WILLOW FORK OF BUFFALO BAYOU V-A-6	
	E525-HESSTON 7066 SLOPEMOWER	3/9