

April 8, 2003

IMAGED ³⁸² PAGES
ON 4-17-03
DATE

**NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, APRIL 8, 2003
1:00 O'CLOCK P.M.**

AGENDA

- 1 Call to Order
- 2 Invocation and Pledge of Allegiance by Commissioner Patterson
- 3 Approve minutes of meeting of April 1, 2003
- 4 Announcements and Public Comments
- 5 PUBLIC HEARINGS Conduct public hearing and take all appropriate action on the following matters:
 - A. Acceptance of the traffic control plan for Sienna Steep Bank Village, Section 4-B, Section 4-C, Section 6-A, Section 6-B, Section 9 and Sienna Village of Waters Lake, Section 10, Pct. 1
 - B Acceptance of the traffic control plan for Park at Mission Glen, Section 1, Pct. 3.

CONSENT AGENDA ITEMS 6 - 17:

6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials:
 - A. County Judge: Judge Robert Hebert and County Auditor Ed Sturdivant to New York, New York, April 9-11, 2003, for meetings with bond rating agencies in preparation for issuance of \$70 million in bonds for the Fort Bend County Toll Road - Parkway Section.
 - B. County Attorney:
 - 1) Ratify travel by Randall Morse and Dave Hurley to New Orleans, Louisiana, March 22-27, 2003, to attend Government Civil Practice training, sponsored by the National College of District Attorneys. (Fund: 054-4014)
 - 2) Ratify travel by Dave Hurley to Kansas City, Kansas, April 2-3, 2003, to take depositions in Trimble v. Fort Bend County case. (Fund: 010-068-0403-0701)
 - 3) Dave Hurley to San Jose, California, April 10-13, 2003 to depose plaintiff's toxicologists in Trimble v. Fort Bend County case. (Fund: 010-068-0403-0701)
 - C. Sheriff's Office:
 - 1) Keith Carter and Troy Dowdy to Seattle, Washington, April 15-16, 2003, to extradite prisoner back to Fort Bend County. (Fund: 027-0701)
 - 2) Kimbell Berry and Mark Williams to Chicago, Illinois, April 17-18, 2003 to extradite prisoner back to Fort Bend County. (Fund: 027-0701)
 - 3) R. T. Stone and Dan Cox to Boise, Idaho, April 26-27, 2003, to extradite prisoner back to Fort Bend County. (Fund: 027-0701)

7. COUNTY JUDGE:

- A. Approve Interlocal Agreement between Fort Bend County and Houston-Galveston Area Council for program administration of the low income vehicle repair assistance, retrofit and vehicle replacement program, (LIRAP) within the County as part of the Texas Commission on Environmental Quality and Texas Department of Public Safety's inspection and maintenance program called AirCheck Texas.**
- B. Approve request for Historic Site Property Tax Exemption for The Teague-Waddell House, located at 1810 Avenue M in Rosenberg, Texas, for tax year 2003.**

8. COMMISSIONER, PCT. 3:

- A. Approve Project Agreement between Fort Bend County and the City of Simonton to provide assistance repairing Comanche Road, Fort Bend Road, and Chisolm Trail within established City-owned right-of-way for an amount not to exceed \$52,082.17. (Fund: 105)**
- B. Rescind Court's approval to waive penalty and interest on property taxes in the amount of \$98.29 granted March 25, 2003 to Felix Guardado for Account #2276-01-001-0430-914 for tax year 2002, Pct. 3.**
- C. Authorize waiver of penalty and interest on property taxes in the amount of \$49.68 to Felix Guardado for Account #2276-01-001-0430-914 for tax year 2002, Pct. 3.**

9. BUDGET OFFICER: Approve payment of Invoice No. 3838 in the amount of \$142,936.09 to Hermes Architects, Inc. for architectural services and reimbursable expenses related to the Fort Bend County Library – Katy Branch for the period February 1 through March 15, 2003. (Fund: 202-045-2043)

10. BUILDING MAINTENANCE: Approve payment by Invoice Transmittal in the amount of \$128.50 to Harp's Plumbing for repairs at the Travis Building without a purchase order. (Fund: 010-008-0080-7012)

11. ENGINEERING:

- A. Approve payment of Invoice No. 0303-12 in the amount of \$13,612.19 to JNS Consulting Engineers, Inc. for work relating to the West Airport Project, (State Highway 6 to FM 1464), Mobility Bond Project #4, Pct. 4.**
- B. Approve payment of Invoice No. IN-6767, No. 1, in the amount of \$12,000.00 to Claunch & Miller, Inc. for professional engineering and design services in connection with the water and sewer utility extensions for Scanlin Road (Fund: 010-042-M03B-2000-4010) Pct. 2.**
- C. Approve payment of Invoice No. 0215811 in the amount of \$19,873.37 to Cobb, Fendley, & Associates, Inc. for professional services rendered regarding the widening of West Bellfort Avenue, (Eldridge to State Highway 6), Mobility Bond Project #7, Pct. 3.**

- D. Approve release of cashier's check #670734100 in the amount of \$5,000.00 to John Hudek for completion of work on Sartartia Road, Permit #82510, Pct. 4.
- E. Approve application from Clearwater Utilities, Inc. to bore under Brazos Terrace to connect to an 8-inch sanitary sewer and 12-inch water line, Pct. 1.
- F. Approve application from Ray Smith Construction, Inc. to connect a water, storm and sanitary sewer on Avenue E, also a road tie-in on Summer Park Drive, Pct. 2.
- G. Approve application from Cypress E&P Corporation to construct a driveway tie-in onto Randon School Road, Pct.1.
- H. Accept the streets in Cinco Ranch West, Section 1 and release bond #3SM006964 in the amount of \$283,750.00, Pct. 3.

Knights Glen Lane	207.83 LF
Browndale Court	511.64 LF
Southford Manor Lane	1,418.56 LF
Overby Park Lane	661.17 LF
Allingham Lane	660.02 LF
Thornsby Court	108.69 LF
Finbury Lane	331.25 LF
Collinford Court	225.61 LF
Banning Point Court	969.64 LF
TOTAL:	5,094.41 LF

- I. Approve accepting a Cashier's Check #4866510354 (as a security), in the amount of \$10,000.00 from Cypress E & P Corporation for damages that may be sustained to any roads (Randon School Road), while operating equipment in Fort Bend County, Pct. 1.
- J. Approve amending plat for Canyon Gate at the Brazos, Section 7, Pct. 1.
- K. Approve the plat for Colony Lake Estates, Section 1, Pct. 2.
- L. Approve the plat for Kingsbridge Court, Section 2, Pct. 3.
- M. Approve the plat for Alexan Cinco Ranch, Pct. 3.
- N. Approve the plat for Chelsea Harbour, Section 2, Pct. 3.
- O. Approve the plat for Lakes at Cinco Ranch, Pct. 3.
- P. Set public hearing for Replat of Sienna Steep Bank Village, Section 12, Pct. 1. (May 13, 2003, at 1:00 p.m.)
- Q. Set public hearing for acceptance of the traffic control plan for Cinco Ranch West, Section 1, Pct. 3. (May 6, 2003, at 1:00 p.m.)

12. FIRE MARSHAL:

- A. Approve renewal of Investigator Bond for Gary A. Tilton. (Fund: 040-4010)
- B. Approve payment by Invoice Transmittal in the amount of \$240 to Cintas First Aid & Safety for the purchase of four (4) defibrillator pads without a purchase order. (Fund: 010-040-5020)

13. JUSTICE OF THE PEACE, PCT. 1, PL. 2: Approve payment by Invoice Transmittal in the amount of \$1,500 to Harris County Treasurer for autopsy performed in 2002, (02-339) but not invoiced until 2003. (Fund: 045-4010)

14. JUSTICE OF THE PEACE, PCT. 4: Approve payment by Invoice Transmittal in the amount of \$1,500 to Harris County Treasurer for autopsy performed in 2002, (02-335) but not invoiced until 2003. (Fund: 045-4010)

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15. **LIBRARY:** Approve payment by Invoice Transmittal in the amount of \$350 to Hi-Tech Fire Detection Corp. for fire alarm testing/inspection at the Fulshear Branch library without a purchase order. (Fund: 010-030-4010)
 16. **SHERIFF'S OFFICE:** Approve transfer in the amount of \$2,472 from Management Information Systems IT Hardware (010-036-0360-1012) into Gus George Law Academy IT Hardware (126-027-0272-1012) to allocate funds for purchase of PowerPoint projector.
 17. **TAX ASSESSOR/COLLECTOR:**
 - A. Record into Minutes the Tax Office Accounting Department Property Records Destruction List for 2003.
 - B. Approve refunds over \$500 as detailed in Tax Assessor's Report dated April 1, 2003, for an amount totaling \$18,220.42.
-

18 COUNTY JUDGE

- A. Take all appropriate action to approve Resolution that smoking shall be strictly prohibited in all enclosed buildings owned or leased by Fort Bend County, and additionally smoking is prohibited within twenty-five feet from the doorway of any County-owned or leased facility
- B Take all appropriate action for Fort Bend County's participation in the Texas Energy Center, and authorize funding from Non-Departmental Fees and Services

19. COMMISSIONER, PCT. 2 Take all appropriate action on request by Hugh Easy to waive penalty and interest on property taxes in the amount of \$50.98 for Account #3850-22-002-0030-907 for tax year 2002, Pct 2

20 COMMISSIONER, PCT 3

- A Take all appropriate action on request by Bernie and Delores Landrum to waive penalty and interest on property taxes in the amount of \$9 27 for Account #2290-05-003-0480-914 for tax year 2002, Pct. 3.
- B Take all appropriate action on request by Samuel and Janet Gardner to waive penalty and interest on property taxes in the amount of \$101 26 for Account #2273-11-001-0290-914 for tax year 2002, Pct 3
- C Take all appropriate action on request by Banc One Acceptance Corporation to waive penalty and interest on personal property taxes for an amount totaling \$37 26 for Account Nos 9964-02-097-0050-901, Pct 1, and 9964-02-202-0035-914, Pct 3, for tax year 2002.

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- 21 BUDGET OFFICER Take all appropriate action to authorize County law enforcement agencies to apply for a partnership grant through the Department of Justice (DOJ), Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP) for the Bulletproof Vest Program
- 22 COUNTY ATTORNEY Take all appropriate action on the Oil, Gas and Mineral Lease and Addendum submitted by ETOCO, Inc
- Cancel* 23 COUNTY TREASURER Take all appropriate action on request to add Accounting Clerk position to the County Treasurer's office
- 24 ENGINEERING Take all appropriate action to grant a variance to the Fort Bend County Construction of Driveways and Culverts on County Easements and Right of Ways, under Section 3 A e, in Royal Lakes Estates, Section 1, Block 7, Lot 5, 730 Kings Forest Lane (property of Zuhair Ben Khayal), to allow a driveway width to exceed the 50-foot maximum culvert placement provided that a drop inlet is installed in the driveway, Pct 1
- 25 HEALTH & HUMAN SERVICES Take all appropriate action to approve Memorandum of Agreement between Fort Bend County and Texas Association of Local Health Officials to accept additional funds in the amount of \$7,500 for the automated disease surveillance system pilot project.
- 26 HUMAN RESOURCES Take all appropriate action to approve transitional position assignment for Position No 012-0045 in the District Attorney's office, with an effective date of March 29, 2003
- 27 JUSTICE OF THE PEACE, PCT 1, PL. 2: Take all appropriate action to approve the purchase of computer equipment as detailed on request dated April 2, 2003, for a total cost of \$16,197 65, with funding from Justice Court Technology Fund 136, for implementation of the ACS justice courts system
- 28 JUSTICE OF THE PEACE, PCT 4 Take all appropriate action to approve the purchase of computer equipment as detailed on request dated April 2, 2003, for a total cost of \$12,936 00, with funding from Justice Court Technology Fund 136, for implementation of the ACS justice courts system
- 29 PARKS DEPARTMENT Take all appropriate action to approve application for the Summer Food Service Program for the year 2003.

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30. PURCHASING

- A. Take all appropriate action on Agreement between Fort Bend County and Evans Construction for Phase 1; Design/Build of Fairgrounds restrooms and concession stand renovations pursuant to Statement of Qualifications #03-038
- B. Take all appropriate action to consider granting an exemption to the competitive bid requirements as authorized by Section 262.024 of the Texas Local Government Code for the purchase of a sole source item from Checkpoint Systems, Inc. for book checkout system and maintenance at the Library (Funding: 030-1011)
- C. Take all appropriate action to authorize County Purchasing Agent to enter into contract negotiations with Laser Check Solutions, pursuant to RFP #03-039
- D. Take all appropriate action to approve the Agreement between Fort Bend County and Ernie Croucher Auctioneers, Inc. for auctioneer services pursuant to Statement of Qualifications #03-049
- E. Take all appropriate action to consider approving the purchase of computer equipment for various departments throughout the County from Dell Financial Services a State of Texas Qualified Information Systems Vendor. (Funding: MIS 1012)
- F. Take all appropriate action to authorize the purchase of one (1) police package automobile for Constable Pct #2, and authorize funding.

31. CONSTABLE, PCT 2 Take all appropriate action on request to transfer the amount of \$16,547 from Contingency (045-4040) into Automobiles (024-6025) to allocate additional funds for purchase of vehicle to replace unit CD2-~~38~~, which was destroyed in major accident on February 22, 2003 32

32. SHERIFF'S OFFICE. Take all appropriate action on request to increase Sheriff's Office Fee from \$4.00 to \$6.00 for copies of accident reports, as authorized by §550.065 of the Transportation Code, effective April 8, 2003.

33. Approve Bills

34. COMMISSIONER, PCT 3

- A. Workshop to receive information on Fort Bend County Mobility Program.
- B. Discuss and consider taking action to expand the Fort Bend County Mobility Program

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

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

- A. Litigation: Cause No. 01-CV-117685, Mark Trimble and Evelyn Trimble, Individually and as Representative of the Estate of Jon Trimble, Deceased vs Fort Bend County, Texas and Silva Contracting, Inc.; In the 268th Judicial District Court, Fort Bend County, Texas
- B. Litigation: Workers Compensation Subrogation Lien Claim Zamarripa, Jesse D/Accident 11/29/99 Cause No 01-CV-120740, Jesse Zamarripa v Orlando Gutierrez, In the 268th Judicial District Court of Fort Bend County, Texas

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36. Reconvene Open Session and consider taking action on the following matters
§ 551 071. Consultation With Attorney
A Litigation: Cause No. 01-CV-117685; Mark Trimble and Evelyn Trimble, Individually and as Representative of the Estate of Jon Trimble, Deceased vs. Fort Bend County, Texas and Silva Contracting, Inc , In the 268th Judicial District Court, Fort Bend County, Texas
B Litigation Workers Compensation Subrogation Lien Claim Zamarripa, Jesse D/Accident: 11/29/99 Cause No. 01-CV-120740; Jesse Zamarripa v Orlando Gutierrez, In the 268th Judicial District Court of Fort Bend County, Texas
- 37 Adjournment

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



Robert E Hebert, County Judge

Notice of meeting/agenda posted at William B Travis Building, Courthouse & Jane Long Annex, Richmond, Texas on Friday, April 4, 2003, by Donna Osipina

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

NOTICE

The County Commissioners Court of Fort Bend County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551 071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551 073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551 076 (Deliberations about Security Devices) and 551 086 (Economic Development)

FILED FOR RECORD

NO _____ TIME 2:54 ^{A.M.} _{P.M.}

APR 4 2003



County Clerk Fort Bend Co Tex.

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

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 8th day of April, 2003.



DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner PATTERSON seconded by Commissioner Meyers, duly put and carried, it is ordered to accept for record the attached minutes approved on this the 22nd day of April, 2003.



ROBERT E. HEBERT, COUNTY JUDGE

April 8, 2003

Approved

MINUTES

BE IT REMEMBERED, That on this 8th DAY of APRIL, 2003 Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present

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

When the following were heard and the following orders passed:

1 Call to Order.

Call to Order by Judge Hebert at 1 02 p m

2 Invocation and Pledge of Allegiance by Commissioner Patterson.

Invocation and Pledge of Allegiance by Commissioner Patterson

3 Approve minutes of meeting of April 1, 2003.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve minutes of meeting of April 1, 2003

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

4 Announcements and Public Comments.

Vance Cooper, Fire Marshal, invited the public to Fort Bend County/Brazoria County Field Day, Saturday and Sunday

Judge Hebert announced "Wear Red" day on Friday to show support of our troops

April 8, 2003

5. **PUBLIC HEARINGS:** Conduct public hearing and take all appropriate action on the following matters:
- A. Acceptance of the traffic control plan for Sienna Steep Bank Village, Section 4-B, Section 4-C, Section 6-A, Section 6-B, Section 9 and Sienna Village of Waters Lake, Section 10, Pct. 1.
 - B. Acceptance of the traffic control plan for Park at Mission Glen, Section 1, Pct. 3.

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

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

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

CONSENT AGENDA ITEMS 6 - 17:

6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials:
- A. **County Judge:** Judge Robert Hebert and County Auditor Ed Sturdivant to New York, New York, April 9-11, 2003, for meetings with bond rating agencies in preparation for issuance of \$70 million in bonds for the Fort Bend County Toll Road - Parkway Section.
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Collinford Court	225.61 LF
Banning Point Court	969.64 LF
TOTAL:	5,094.41 LF

April 8, 2003

Item 11 continued – Engineering:

- I. Approve accepting a Cashier's Check #4866510354 (as a security), in the amount of \$10,000.00 from Cypress E & P Corporation for damages that may be sustained to any roads (Randon School Road), while operating equipment in Fort Bend County, Pct. 1.
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14. **JUSTICE OF THE PEACE, PCT. 4:** Approve payment by Invoice Transmittal in the amount of \$1,500 to Harris County Treasurer for autopsy performed in 2002, (02-335) but not invoiced until 2003. (Fund: 045-4010)
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17. **TAX ASSESSOR/COLLECTOR:**
- A. Record into Minutes the Tax Office Accounting Department Property Records Destruction List for 2003.
 - B. Approve refunds over \$500 as detailed in Tax Assessor's Report dated April 1, 2003, for an amount totaling \$18,220.42.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6-17

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinocha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

18. **COUNTY JUDGE:**

- A. **Take all appropriate action to approve Resolution that smoking shall be strictly prohibited in all enclosed buildings owned or leased by Fort Bend County, and additionally smoking is prohibited within twenty-five feet from the doorway of any County-owned or leased facility.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Resolution that smoking shall be strictly prohibited in all enclosed buildings owned or leased by Fort Bend County, and additionally smoking is prohibited within twenty-five feet from the doorway of any County-owned or leased facility effective April 21, 2003

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

- B. **Take all appropriate action for Fort Bend County's participation in the Texas Energy Center, and authorize funding from Non-Departmental Fees and Services.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Fort Bend County's participation in the Texas Energy Center, and authorize funding from Non-Departmental Fees and Services.

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

19. **COMMISSIONER, PCT. 2: Take all appropriate action on request by Hugh Easy to waive penalty and interest on property taxes in the amount of \$50.98 for Account #3850-22-002-0030-907 for tax year 2002, Pct. 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve request by Hugh Easy to waive penalty and interest on property taxes in the amount of \$50.98 for Account #3850-22-002-0030-907 for tax year 2002, Pct. 2

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

20. **COMMISSIONER, PCT. 3**

- A. **Take all appropriate action on request by Bernie and Delores Landrum to waive penalty and interest on property taxes in the amount of \$9.27 for Account #2290-05-003-0480-914 for tax year 2002, Pct. 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve request by Bernie and Delores Landrum to waive penalty and interest on property taxes in the amount of \$9.27 for Account #2290-05-003-0480-914 for tax year 2002, Pct. 3.

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

April 8, 2003

Item #20 continued – Commissioner Pct. 3:

- B. Take all appropriate action on request by Samuel and Janet Gardner to waive penalty and interest on property taxes in the amount of \$101.26 for Account #2273-11-001-0290-914 for tax year 2002, Pct. 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve request by Samuel and Janet Gardner to waive penalty and interest on property taxes in the amount of \$101.26 for Account #2273-11-001-0290-914 for tax year 2002, Pct. 3

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

- C Take all appropriate action on request by Banc One Acceptance Corporation to waive penalty and interest on personal property taxes for an amount totaling \$37.26 for Account Nos. 9964-02-097-0050-901, Pct. 1, and 9964-02-202-0035-914, Pct. 3, for tax year 2002.**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to deny request by Banc One Acceptance Corporation to waive penalty and interest on personal property taxes for an amount totaling \$37.26 for Account Nos. 9964-02-097-0050-901, Pct. 1, and 9964-02-202-0035-914, Pct 3, for tax year 2002

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

- 21 BUDGET OFFICER: Take all appropriate action to authorize County law enforcement agencies to apply for a partnership grant through the Department of Justice (DOJ), Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP) for the Bulletproof Vest Program.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize County law enforcement agencies to apply for a partnership grant through the Department of Justice (DOJ), Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP) for the Bulletproof Vest Program

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

- 22. COUNTY ATTORNEY: Take all appropriate action on the Oil, Gas and Mineral Lease and Addendum submitted by ETOCO, Inc.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve the Oil, Gas and Mineral Lease and Addendum submitted by ETOCO, Inc

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

April 8, 2003

23. **COUNTY TREASURER:** Take all appropriate action on request to add Accounting Clerk position to the County Treasurer's office.

Cancel.

24. **ENGINEERING:** Take all appropriate action to grant a variance to the Fort Bend County Construction of Driveways and Culverts on County Easements and Right of Ways, under Section 3 A.e, in Royal Lakes Estates, Section 1, Block 7, Lot 5, 730 Kings Forest Lane (property of Zuhair Ben Khayal), to allow a driveway width to exceed the 50-foot maximum culvert placement provided that a drop inlet is installed in the driveway, Pct. 1.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to grant a variance to the Fort Bend County Construction of Driveways and Culverts on County Easements and Right of Ways, under Section 3 A e, in Royal Lakes Estates, Section 1, Block 7, Lot 5, 730 Kings Forest Lane (property of Zuhair Ben Khayal), to allow a driveway width to exceed the 50-foot maximum culvert placement provided that a drop inlet is installed in the driveway, Pct. 1.

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

25. **HEALTH & HUMAN SERVICES:** Take all appropriate action to approve Memorandum of Agreement between Fort Bend County and Texas Association of Local Health Officials to accept additional funds in the amount of \$7,500 for the automated disease surveillance system pilot project.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Memorandum of Agreement between Fort Bend County and Texas Association of Local Health Officials to accept additional funds in the amount of \$7,500 for the automated disease surveillance system pilot project

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

26. **HUMAN RESOURCES:** Take all appropriate action to approve transitional position assignment for Position No. 012-0045 in the District Attorney's office, with an effective date of March 29, 2003.

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and carried (3-2), it is ordered to approve transitional position assignment for Position No 012-0045 in the District Attorney's office, with an effective date of March 29, 2003.

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

April 8, 2003

27. **JUSTICE OF THE PEACE, PCT. 1, PL. 2: Take all appropriate action to approve the purchase of computer equipment as detailed on request dated April 2, 2003, for a total cost of \$16,197.65, with funding from Justice Court Technology Fund 136, for implementation of the ACS justice courts system.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve the purchase of computer equipment as detailed on request dated April 2, 2003, for a total cost of \$16,197.65, with funding from Justice Court Technology Fund 136, for implementation of the ACS justice courts system

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

28. **JUSTICE OF THE PEACE, PCT. 4: Take all appropriate action to approve the purchase of computer equipment as detailed on request dated April 2, 2003, for a total cost of \$12,936.00, with funding from Justice Court Technology Fund 136, for implementation of the ACS justice courts system.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve the purchase of computer equipment as detailed on request dated April 2, 2003, for a total cost of \$12,936.00, with funding from Justice Court Technology Fund 136, for implementation of the ACS justice courts system

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

29. **PARKS DEPARTMENT: Take all appropriate action to approve application for the Summer Food Service Program for the year 2003.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve application for the Summer Food Service Program for the year 2003.

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

30. **PURCHASING:**

A. Take all appropriate action on Agreement between Fort Bend County and Evans Construction for Phase 1; Design/Build of Fairgrounds restrooms and concession stand renovations pursuant to Statement of Qualifications #03-038.

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Evans Construction for Phase 1; Design/Build of Fairgrounds restrooms and concession stand renovations pursuant to Statement of Qualifications #03-038

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

Item 30 continued -- Purchasing:

- B. Take all appropriate action to consider granting an exemption to the competitive bid requirements as authorized by Section 262.024 of the Texas Local Government Code for the purchase of a sole source item from Checkpoint Systems, Inc. for book checkout system and maintenance at the Library. (Funding: 030-1011)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to grant an exemption to the competitive bid requirements as authorized by Section 262.024 of the Texas Local Government Code for the purchase of a sole source item from Checkpoint Systems, Inc. for book checkout system and maintenance at the Library. (Funding: 030-1011)

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

- C. Take all appropriate action to authorize County Purchasing Agent to enter into contract negotiations with Laser Check Solutions, pursuant to RFP #03-039.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize County Purchasing Agent to enter into contract negotiations with Laser Check Solutions, pursuant to RFP #03-039

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

- D Take all appropriate action to approve the Agreement between Fort Bend County and Ernie Croucher Auctioneers, Inc. for auctioneer services pursuant to Statement of Qualifications #03-049.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the Agreement between Fort Bend County and Ernie Croucher Auctioneers, Inc. for auctioneer services pursuant to Statement of Qualifications #03-049

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

- E Take all appropriate action to consider approving the purchase of computer equipment for various departments throughout the County from Dell Financial Services a State of Texas Qualified Information Systems Vendor. (Funding: MIS 1012)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the purchase of computer equipment for various departments throughout the County from Dell Financial Services a State of Texas Qualified Information Systems Vendor (Funding: MIS 1012)

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

April 8, 2003

Item 30 continued – Purchasing:

F Take all appropriate action to authorize the purchase of one (1) police package automobile for Constable Pct #2, and authorize funding.

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize the purchase of one (1) police package automobile for Constable Pct #2 to replace Unit CD2-32 and approve funding

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

- 31 **CONSTABLE, PCT. 2: Take all appropriate action on request to transfer the amount of \$16,547 from Contingency (045-4040) into Automobiles (024-6025) to allocate additional funds for purchase of vehicle to replace unit CD2-38, which was destroyed in major accident on February 22, 2003.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve request to transfer the amount of \$16,547 from Contingency (045-4040) into Automobiles (024-6025) to allocate additional funds for purchase of vehicle to replace unit CD2-32, which was destroyed in major accident on February 22, 2003.

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

- 32 **SHERIFF'S OFFICE: Take all appropriate action on request to increase Sheriff's Office Fee from \$4.00 to \$6.00 for copies of accident reports, as authorized by §550.065 of the Transportation Code, effective April 8, 2003.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve request to increase Sheriff's Office Fee from \$4.00 to \$6.00 for copies of accident reports, as authorized by §550.065 of the Transportation Code, effective April 8, 2003.

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

- 33 **Approve Bills.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$1,931,762 75.

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

April 8, 2003

34. **COMMISSIONER, PCT. 3:**

A. Workshop to receive information on Fort Bend County Mobility Program.

Commissioner Meyers addressed reconstituting the mobility committee to assess the needs of the county.

B Discuss and consider taking action to expand the Fort Bend County Mobility Program.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to appoint the following individuals to the Fort Bend County Mobility Program.

Judge Robert Hebert – Chair

Commissioner James Patterson – Vice Chair

Each member of the court to appoint two members

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

Recess.

Recessed at 2:00 p.m.

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

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

A Litigation: Cause No. 01-CV-117685; Mark Trimble and Evelyn Trimble, Individually and as Representative of the Estate of Jon Trimble, Deceased vs. Fort Bend County, Texas and Silva Contracting, Inc.; In the 268th Judicial District Court, Fort Bend County, Texas.

B. Litigation: Workers Compensation Subrogation Lien Claim: Zamarripa, Jesse D/Accident: 11/29/99 Cause No. 01-CV-120740; Jesse Zamarripa v. Orlando Gutierrez; In the 268th Judicial District Court of Fort Bend County, Texas.

Closed Session.

Convened at 2:15 p m.

Adjourned at 2:22 p m.

Reconvene.

Reconvened at 2 24 p.m

April 8, 2003

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

§ 551.071. Consultation With Attorney

A Litigation: Cause No. 01-CV-117685; Mark Trimble and Evelyn Trimble, Individually and as Representative of the Estate of Jon Trimble, Deceased vs. Fort Bend County, Texas and Silva Contracting, Inc.; In the 268th Judicial District Court, Fort Bend County, Texas.

No action

B Litigation: Workers Compensation Subrogation Lien Claim: Zamarripa, Jesse D/Accident: 11/29/99 Cause No. 01-CV-120740; Jesse Zamarripa v. Orlando Gutierrez; In the 268th Judicial District Court of Fort Bend County, Texas.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve and accept the proposal made by letter dated April 7, 2003 from Attorney Larry McDougal, on behalf of his client Jesse Zamarripa for settlement of the County workers compensation subrogation lien against the personal injury claims asserted by Jesse Zamarripa, arising from an accident on August 29, 1999

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

37 Adjournment.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to adjourn Commissioners Court at 2:25 p.m. on Tuesday, April 8, 2003

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

FORT BEND COUNTY COMMISSIONERS COURT

PUBLIC PARTICIPATION FORM

3 MINUTE TIME LIMIT

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

NAME: Vance Cooper

HOME ADDRESS: Fire Marshal

HOME PHONE: _____

PLACE OF EMPLOYMENT: _____

WORK PHONE: _____

DO YOU REPRESENT ANY PARTICULAR GROUP /ORGANIZATION? _____

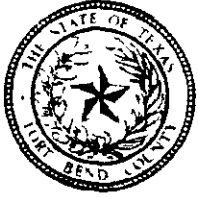
**IF YOU DO REPRESENT A GROUP/ORGANIZATION, PLEASE STATE THE
NAME, ADDRESS AND PHONE NUMBER OF SUCH
GROUP/ORGANIZATION:** _____

WHICH AGENDA ITEM DO YOU WISH TO ADDRESS? _____

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

SIGNATURE: _____

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



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

5A

D Jesse Hegemier
County Engineer

March 26, 2003

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

RE: Sienna Steep Bank Village, Section 4-B - Traffic Control Layout
Sienna Steep Bank Village, Section 4-C
Sienna Steep Bank Village, Section 6-A
Sienna Steep Bank Village, Section 6-B
Sienna Steep Bank Village, Section 9
Sienna Village of Waters Lake, Section 10

Dear Commissioner Stavinocha.

Fort Bend County Engineering has completed and recommends approval of the traffic control plans for the above referenced subdivisions. The public hearing date for acceptance of the plan is scheduled for April 8, 2003

A copy of the traffic control plan is enclosed. If you should have any questions please give me a call.

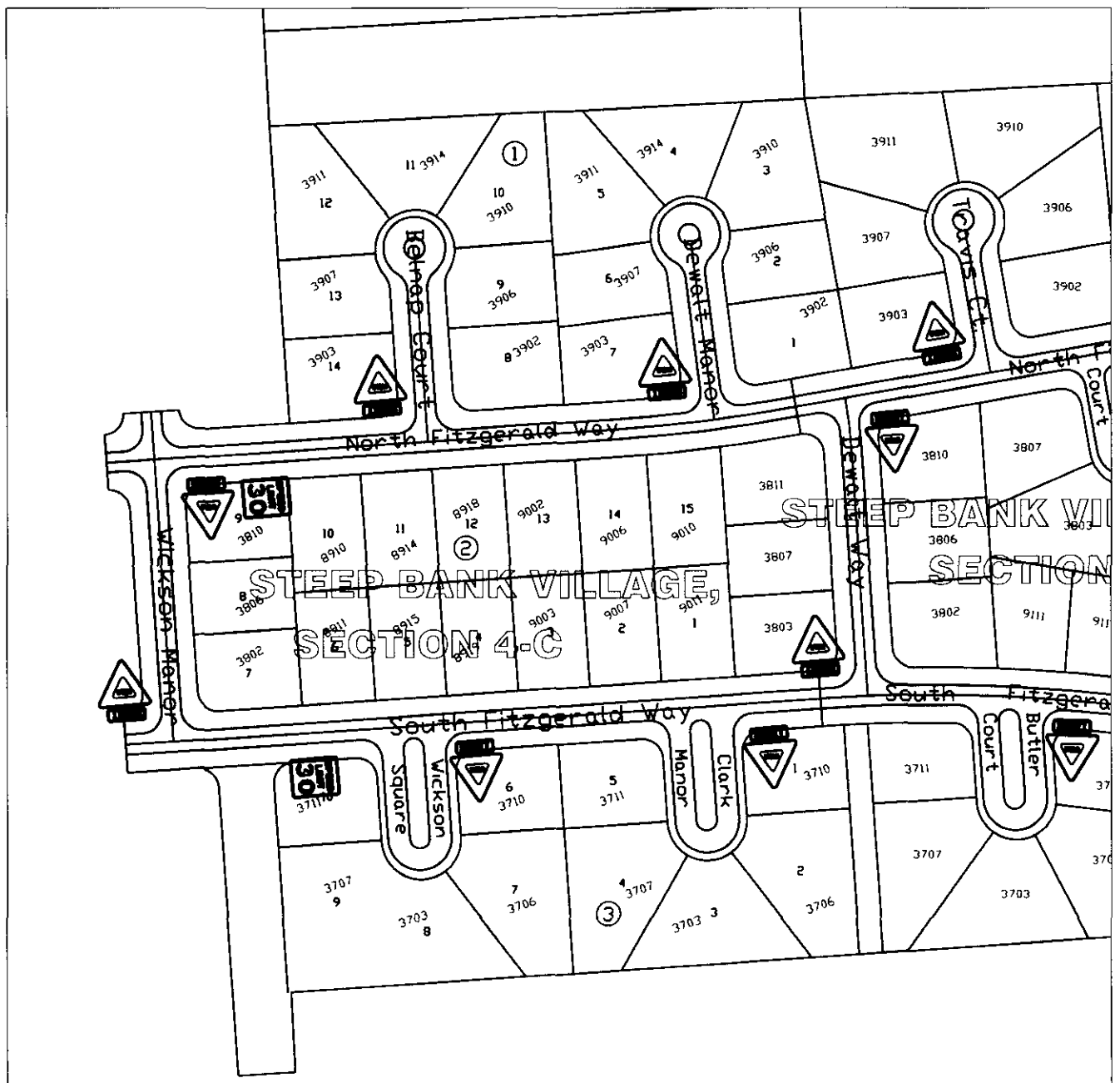
Sincerely,

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

Nathan D Hatcher
Assistant to County Engineer

NDH/mjs

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



LEGEND



YIELD SIGN (R1-2) WITH
STREET NAME SIGN (D3-1)



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

NOTE

The purpose of this traffic control plan is to incorporate traffic control for Sienna Steep Bank Village, section 4C

Firm Name and Address

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

Project Name and Address

Sienna Steep Bank Village
Control Map and
Street Sign Layout

Drawn By L Brdecka

Date 3-24-03

Approved By N Hotcher

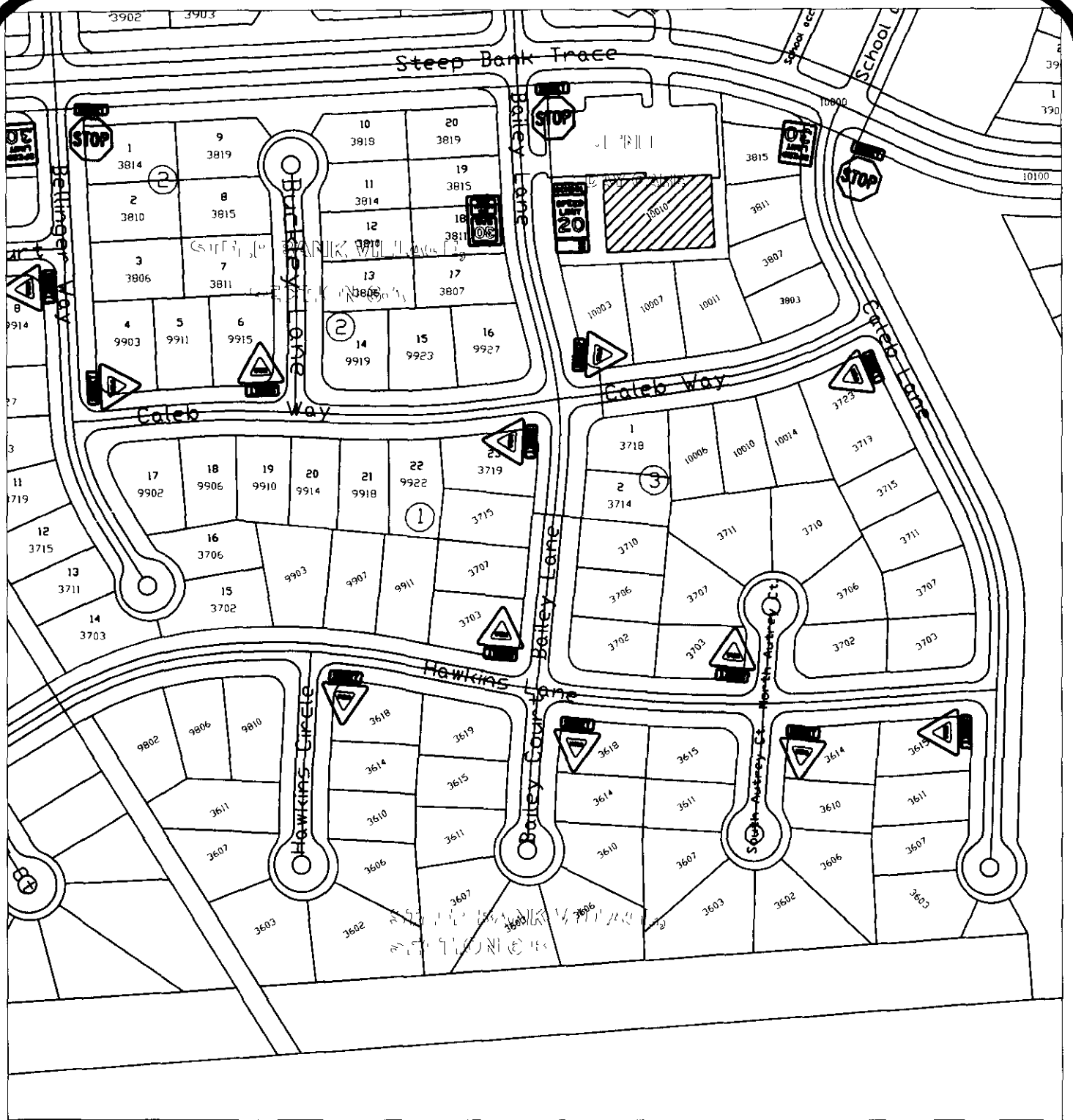
Date 3-24-03

Scale

1" = 200'-0"

Sheet

Sec. 4C



LEGEND



YIELD SIGN (R1-2) WITH
STREET NAME SIGN (D3-1)



STOP SIGN (R1-1) WITH
STREET NAME SIGN (D3-1)
AND 'NO OUTLET' TAB



YIELD SIGN (R1-2)



30 MPH. SPEED LIMIT SIGN (R2-1)



STREET NAME SIGN (D3-1)

NOTE

The purpose of this traffic control plan is to incorporate traffic control for Sienna Steep Bank Village, section 6B

Form Name and Address

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

Project Name and Address

Sienna Steep Bank Village
Control Map and
Street Sign Layout

Drawn By L. Brdecka

Date 3-7-03

Approved By N. Hatcher

Date 3-7-03

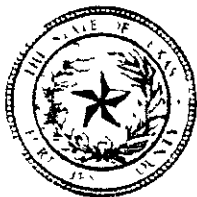
Scale

1" = 200'-0"

Sheet

Sec. 6B

5B



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer

March 11, 2003

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

RE: Park at Mission Glen, 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 April 8, 2003.

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 that reads "Steven L. Evans".

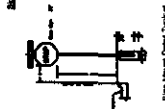
Steven L. Evans
Assistant to County Engineer

SLE/mjs

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

General Notes

Standard signposts shall be aluminum covered with Boston-Lite (diamond grade), or approved equal mounted on (2-3/8") diameter by (12-0") long galvanized tubular post with vertical post mounting brackets. Street name signs shall be (8") high with green background and white lettering. All signs shall meet the requirements of the Texas Manual for Uniform Traffic Control Devices. All posts shall be mounted in concrete (18") deep with a minimum of (8") of concrete surrounding the post. Loc anchor system as manufactured by PBS Inc. or approved equal.



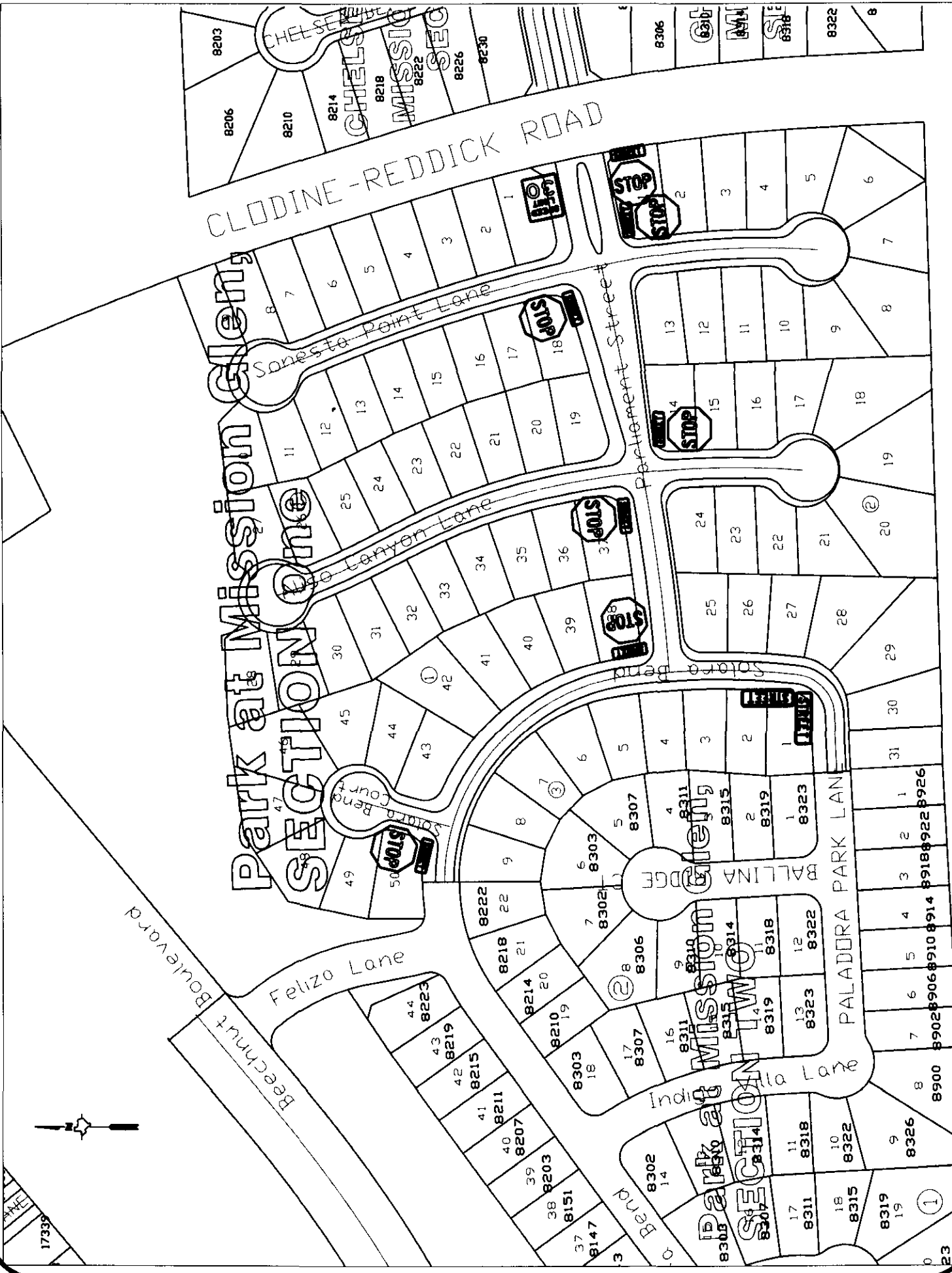
Note

The purpose of this traffic control plan is to incorporate traffic control for the Park @ Mission Glen, sec 1

Fort Bend County Engineering Dept
1124 Burma Road
Houston, Texas 77471

Park @ Mission Glen
Control Map and
Street Sign Layout

Drawn By: L. Brutsche	Sheet
Date: 3-3-03	Sec 1
Approved By: S. Davis	
Date: 3-3-03	
Scale	NTS



AGENDA ITEM

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

DATE SUBMITTED: 4/2/03

SUBMITTED BY: Ann Werlein

AGENDA

COURT AGENDA DATE: 4/8/03

DEPARTMENT: County Judge

6A

PHONE NO.

SUMMARY OF ITEM: Authorize out of state travel for Judge Robert Hebert and County Auditor, Ed Sturdivant to New York, New York, April 9-11, 2003 for meetings with bond rating agencies in preparation for issuance of \$70 million in bonds for the Fort Bend County Toll Road - Parkway Section.

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☐

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2.00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

1/7/03

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED. 4/2/03

SUBMITTED BY: County Attorney

AGENDA

DEPARTMENT: County Attorney

6 B 1

COURT AGENDA DATE. 4/8/03

PHONE NO.: 4556

SUMMARY OF ITEM: Ratify out-of-state travel to New Orleans for Government Civil Practice, March 22 through 27th, Randall Morse and Dave Hurley, Assistant County Attorneys

RENEWAL CONTRACT/AGREEMENT. Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund 010 Agency 054 Object 4014 N/A ()

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

NATIONAL COLLEGE OF DISTRICT ATTORNEYS

GOVERNMENT CIVIL PRACTICE

MARCH 23-27, 2003

New Orleans, Louisiana

Tentative Schedule of Instruction

SUNDAY, March 23, 2003

Event #

	11:30 a.m.	Registration
	1:00 p.m.	Welcome and Orientation
1	1:15 p.m.	Section 1983, and Qualified and Absolute Immunity
	2:45 p.m.	Break
	3:00 p.m.	Section 1983, and Qualified and Absolute Immunity (cont'd)
2	4:30 p.m.	Drafting and Defending Ordinances
	5:45 p.m.	Adjourn

MONDAY, March 24, 2003

3	8:30 a.m.	Tips from the Bench
	10:00 a.m.	Break
4	10:15 p.m.	Breakout Sessions
		A. First Amendment v. Zoning Laws: Billboards and Adult Entertainment
		B. Dealing with the News Media – Legal, Ethical and Practical Considerations
	11:30 a.m.	Lunch (on your own)
5	1:00 a.m.	Eminent Domain Litigation
	2:15 p.m.	Break
6	2:30 p.m.	A. Regulatory Takings
		B. FOIA and Public Records
	3:45 p.m.	Break
7	4:00 p.m.	Coordinating and Working with Outside Counsel
	5:15 p.m.	Adjourn

TUESDAY, March 25, 2003

8	8:30 a.m.	Civil Discovery and Depositions
	10:15 a.m.	Break
9	10:30 a.m.	Legal Issues Arising from the Representation of a Government Entity Governed by an Elected and Appointed Body
	11:30 p.m.	Adjourn

WEDNESDAY, March 26, 2003

11	8:30 a.m.	Group Discussion: Emerging Issues and Trends
	9:30 a.m.	Break
12	9:45 a.m.	Ethics for Government Civil Practitioners
	11:45 p.m.	Lunch (on your own)
13	1:15 p.m.	Defending Deadly and Excessive Force Cases
	2:45 p.m.	Break
14	3:00 p.m.	Employment Law Update Part I: Sexual Harassment and Title VII Litigation
	4:30 p.m.	Adjourn

THURSDAY, March 27, 2003

15	8:30 a.m.	Employment Law Update Part II: The Fair Labor Standards Act, Family Medical Leave Act and Americans with Disabilities Act
	10:00 a.m.	Break
16	10:15 a.m.	Legal Issues Surrounding Background Checks and Employee References
	11:30 a.m.	Adjourn

Course as Tentatively Scheduled: 22.75 hours CLE credit (of which, 1.5 is ethics)

As a government or contract attorney representing a state, county, municipal or local government office, you are confronted on a daily basis with issues of governmental liability. The *Government Civil Practice* course will provide you with an overview of some of the most common issues you encounter, strategic tips to help you favorably resolve these issues and the current status of the law. You will have the opportunity to learn from the National College's seasoned faculty and your colleagues from across the country.

Included in the program are topics such as:

- Jail and Prison Litigation
- Defending Excessive/Deadly Force Cases
- Section 1983: Absolute and Qualified Immunity
- The FMLA, FLSA and ADA
- Sexual Harassment and Title VII Litigation
- Discovery and Depositions
- Negligence Suits
- Zoning, Land Use and Development
- Working with and Representing Elected Bodies
- Ethics

This is the BEST course of its kind! And it is being held in one of the Country's most beautiful and historic cities. This setting will only enhance your learning experience

Course Information

Eligibility:

Government Civil Practice is open to all government attorneys employed by municipal, county, or state governmental units and to attorneys in private practices who regularly advise and/or represent these entities in civil practice. The College may require proof of eligibility to attend its courses.

Course Tuition:

The course fee is \$525, which includes admission and course materials. The College adheres to a policy of non-discrimination in admissions, scholarship awards and administration.

Office Discounts:

The first attendee from an office pays full tuition. Each additional attendee from the same office will receive a \$50 discount for this course.

Cancellation and Refund Policy:

Full refunds will be made for cancellations received by 6:00pm, ten (10) business days prior to the beginning of the course. Refunds, less \$60.00 for course materials which will be mailed to the registrants, will be made for cancellations received after this date for all courses.

Course Schedule:

Registration begins the morning of Sunday, March 23. Classes begin that day and end on Thursday, March 27, around noon.

Accommodations:

The course will be held at the Wyndham New Orleans at Canal Place. The group rate is \$165 single/double occupancy. To secure this group rate you must make reservations by February 12, 2003. First night's deposit is required.

Rental Car Discounts:

Avis offers special discounts to the National College of District Attorneys. Call 1-800-331-1600 and refer to AWD #D150036

Travel Services:

NCDA's Travel Agency, GEM Travel Services, specializes in finding the lowest airfare to our courses. Call them at 1-800-247-8785 to get the lowest rate from your city! (Monday - Friday, 8:30am - 5:30pm Central)

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

1/7/03

DATE SUBMITTED: 4/2/03

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

AGENDA
6 B-2,3

SUMMARY OF ITEM Ratify out-of-state travel to Kansas, City, Ka. on April 2nd and 3rd for Dave Hurley, Assistant County Attorney to take depositions in Trimble v. Fort Bend County case; Approve out-of-state travel to San Jose, Ca on Apr 10 through Apr 13th for Dave Hurley to depose plaintiffs toxicologists in Trimble v Fort Bend County case Funds from 403

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

FINANCIAL SUMMARY:
LIST SUPPORTING DOCUMENTS ATTACHED:

BUDGETED ITEM	ANNUALIZED DOLLARS	COMMENTS
Yes () No () N/A ()	One Time ()	
Funding Source:	Recurring ()	
Fund 403 Agency Object	N/A ()	

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

CC with back up:

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

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:

Fund: 010-068-0403-7100

6-C-1

FORT BEND COUNTY TRAVEL AUTHORIZATION

AS PER ORIGINAL

TO: COMMISSIONERS COURT

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

INV. KEITH CALTER

INV. TROY DOWDY

DATE OF DEPARTURE: 4-15-03

DATE OF RETURN: 4-16-03

DESTINATION: SEATTLE, WASHINGTON

PURPOSE OF TRIP: EXTRADITE PRISONER BACK TO FORT BEND COUNTY

MODE OF TRANSPORTATION: AIRLINE / RENTAL CAR

FUNDING SOURCE: 010-027-0270-0701

DEPARTMENT HEAD APPROVAL: FORT BEND COUNTY SHERIFF'S OFFICE
Name & Department

DATE: 4-12-03

Signature [Signature]

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

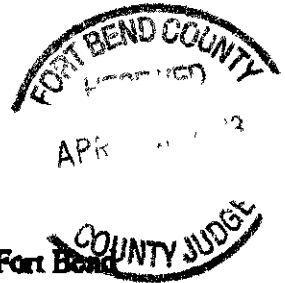
(Emergency Approval: _____ Date _____)

AGENDA ITEM

6-C-2

**FORT BEND COUNTY
TRAVEL AUTHORIZATION**

AS PER ORIGINAL



TO: COMMISSIONERS COURT

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

Inv. Kimbell Beary

Inv. Mark Williams

DATE OF DEPARTURE: 4-17-03

DATE OF RETURN: 4-18-03

DESTINATION: CHICAGO, ILLINOIS

PURPOSE OF TRIP: Extradite Prisoner Back to Fort Bend County

MODE OF TRANSPORTATION: Airline / Rental Car

FUNDING SOURCE: 010-027-0270-0101

DEPARTMENT HEAD APPROVAL: Fort Bend County Sheriff's Office
Name & Department

DATE: 4-03-03

[Signature]
Signature

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)

6-C-3

FORT BEND COUNTY TRAVEL AUTHORIZATION

AS PER ORIGINAL

TO: COMMISSIONERS COURT

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

INV R.T. STONE

INV DAN COX

DATE OF DEPARTURE: 4-26-03

DATE OF RETURN: 4-27-03

DESTINATION: BOISE, IDAHO

PURPOSE OF TRIP: EXTRAORDINARY PRISONER BACK TO FORT BEND COUNTY

MODE OF TRANSPORTATION: AIRLINE/RENTAL CAR

FUNDING SOURCE: 010-027-0270-0701

DEPARTMENT HEAD APPROVAL: Fort Bend County Sheriff's Office
Name & Department

DATE: 4-02-03

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

AGENDA ITEM

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

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

DATE SUBMITTED: 4/2/03

SUBMITTED BY: Ann Werlein

AGENDA

COURT AGENDA DATE: 4/8/03

DEPARTMENT: County Judge

719

PHONE NO.:

SUMMARY OF ITEM: Approve Interlocal agreement between Fort Bend County and Houston-Galveston Area Council for program administration of the low income vehicle repair assistance, retrofit and vehicle replacement program (LIRAP) within the County as part of the Texas Commission on Environmental Quality and Texas Department of Public Safety's inspection and maintenance program called AirCheckTexas.

RENEWAL CONTRACT/AGREEMENT.

Yes ☐ No ☐

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes ☐ No ☐ N/A ☒

One Time ☐

Funding Source:

Recurring ☐

Fund Agency Object

N/A ☐

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Resolution approved in Commissioner Court on March 25, 2003. County Attorney reviewing draft agreement. H-GAC would like to take action on our interlocal agreement at their next board meeting on April 14, 2003.

4-11-03

Original Agreement sent to Ann
to Judges Office.

**INTERLOCAL AGREEMENT FOR ADMINISTERING A LOW INCOME
VEHICLE REPAIR ASSISTANCE, RETROFIT AND VEHICLE
REPLACEMENT PROGRAM**

WHEREAS, the 77th Texas Legislature enacted House Bill 2134 requiring the Texas Commission on Environmental Quality ("TCEQ") and Texas Department of Public Safety to establish rules for a low income vehicle repair assistance, retrofit and vehicle replacement program (LIRAP) for counties where vehicle inspection and maintenance programs are implemented and

WHEREAS, LIRAP's purpose is to assist low income persons whose vehicles fail emissions inspections to bring their vehicles into compliance, or to assist in replacing the vehicle, thereby improving air quality, and

WHEREAS, House Bill 2134 authorizes commissioners courts to determine whether to implement LIRAP and to contract with another entity to administer the program, and

WHEREAS, the Fort Bend County Commissioners Court has determined to implement a LIRAP in the county and has further determined to enter into an interlocal agreement with the Houston-Galveston Area Council (H-GAC) to administer LIRAP within the county; and

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and Fort Bend County ("County") are authorized to enter into agreements to perform governmental functions and services

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, H-GAC and County agree as follows

I

County agrees to contract with H-GAC to administer LIRAP within Fort Bend County. The County further agrees to provide to H-GAC all funds available for LIRAP through state collected fees in accordance with its contract with TCEQ. County's financial obligation to H-GAC is limited only to LIRAP funds actually provided by TCEQ. However, County and H-GAC may make available additional funds from other sources to support LIRAP if either party chooses.

II

H-GAC agrees to administer LIRAP on behalf of County and in accordance with applicable state law, state rules and the contract between TCEQ and the County, which is attached hereto and is made a part of this agreement. H-GAC agrees that not more than five percent of LIRAP funds provided may be used for administrative costs

III

H-GAC will administer LIRAP consistent with the scope of services and initial budget attached hereto and made a part of this agreement

IV

H-GAC shall maintain records adequate to verify the costs incurred in conducting LIRAP and shall afford County and its authorized representatives the opportunity to inspect and audit such records upon reasonable notice. Records relating to LIRAP shall be maintained for four (4) years after the expiration of the Agreement or until all claims or disputes relating to the Agreement are resolved, whichever is later.

V

Either party may terminate this Agreement for any reason without further obligation by providing thirty (30) days advance notice. Within sixty (60) days after termination, H-GAC shall provide the County a final statement of expenses and payments due, if any.

VI

H-GAC is responsible for administering the project. H-GAC's project manager for this agreement is Mike Temple. H-GAC agrees that it is solely liable for any expenditures under this agreement that have been determined to be not in accordance with state law, rules or the contract between TCEQ and the County.

II

H-GAC shall notify County of any public meetings conducted in association with LIRAP. H-GAC shall also provide the County regular reports on expenditures, individual assisted and other program information as specified by the County and TCEQ.

VIII

The term of this Agreement shall commence on the date last executed by the parties and continue through August 31, 2003. The agreement may be annually renewable by the parties.

IX

All notices required by this Agreement shall be in writing and delivered personally or sent by certified U. S. mail, postage prepaid addressed to each party as follows:

To H-GAC

Mr. Jack Steele
Executive Director
Houston-Galveston Area Council
P. O. Box 22777
Houston, Texas 77227-2777

Re-RECORDED ON 5-14-03
IN THE COMMISSIONER COURT
MINUTES OF 4-8-03

To Fort Bend County
Robert E Hebert, County Judge
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469

Notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. The parties may change the above address by sending written notice of such change to the other in the manner provided for above.

X

The entire Agreement between the parties is contained herein and no change or modification of this Agreement shall be valid or enforceable unless it is in writing and signed by all parties.

EXECUTED for and on behalf of the parties as follows

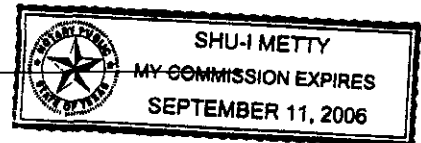
HOUSTON-GALVESTON AREA COUNCIL

By

Title. EXECUTIVE DIRECTOR

ATTEST:

By



Shu-i Metty

FORT BEND COUNTY

By

Robert E. Hebert
Robert E. Hebert, County Judge

ATTEST:

By

Dianne Wilson
Dianne Wilson, County Clerk

APPROVED AS TO FORM:

BEN W. CHILDERS

Fort Bend County Attorney

Ben W. Childers
Ben W Childers, County Attorney

STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

RESOLUTION

A Resolution of the County of Fort Bend, Texas (hereinafter called "County"), for the purpose of participating in the AirCheck Texas Repair and Replacement Assistance Program (hereinafter called the Program), and,

WHEREAS, Texas Health & Safety Code § 382.209 allows the County to participate in an assistance program for eligible residents in the County, and,

WHEREAS, County recognizes that Texas Commission on Environmental Quality (TCEQ) will provide funding for the Program, and,

WHEREAS, No matching funds are required

NOW THEREFORE BE IT RESOLVED THAT:

SECTION I: County hereby acknowledges that on May 1, 2003 the TCEQ will implement the State's vehicle emission testing program known as AirCheck Texas

SECTION II: County hereby acknowledges that the TCEQ will provide funding for a Repair and Replacement Assistance Program

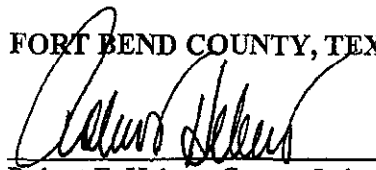
SECTION III: County hereby acknowledges that they are eligible to participate in the Assistance Program, and by adopting this Resolution signifies the County's desire to participate in the Assistance Program

SECTION IV County hereby acknowledges that matching funds are not required.

SECTION V: County hereby adopts this Resolution to participate in the AirCheck Texas Repair and Replacement Assistance Program to benefit eligible residents of Fort Bend County

PASSED by the affirmation vote of the County on this 25th day of March, 2003

FORT BEND COUNTY, TEXAS


Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

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

AGENDA ITEM

DATE SUBMITTED: 4/2/2003

SUBMITTED BY:

AGENDA

COURT AGENDA DATE. 4/8/2003

DEPARTMENT: County Judge
PHONE NO. 281-341-8607

76

SUMMARY OF ITEM: Approve request for Historic Site Property Tax Exemption for The Teague-Waddell House, located at 1810 Avenue M in Rosenberg, Texas, for tax year 2003.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: Request letter from Caledonian Associates, Inc.

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Approve request for Historic Site Property Tax Exemption for The Teague-Waddell House, located at 1810 Avenue M in Rosenberg, Texas, for tax year 2003.

CALEDONIAN ASSOCIATES, INC.
MANAGEMENT CONSULTANTS • TECHNICAL CONSULTANTS

March 27, 2003

Fort Bend County Commissioners Court
c/o Office of the County Judge
301 Jackson
Richmond, TX 77469

2003

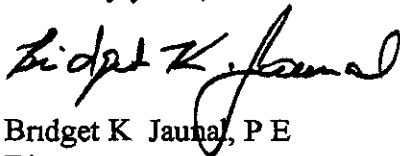
Subject Application for 2003 Historic Site Property Tax Exemption
 Teague-Waddell House, 1810 Avenue M, Rosenberg, built 1910
 Recorded Texas Historic Landmark #1811
 Account No. 0083000001890901

Dear Sir or Madam

Caledonian Associates is hereby making application for Historic Site Property Tax Exemption for the Teague-Waddell House for the year 2003. The Teague-Waddell House is located at 1810 Avenue M in Rosenberg, and has been a Recorded Texas Historic Landmark since 1979.

We look forward to a favorable response on this application. Should there be any questions, please contact me at (630) 681-0994.

Sincerely yours,



Bridget K. Jaunal, P.E.
Director

Attachment

cc Ft. Bend Central Appraisal District
 2801 B.F. Terry Blvd.
 Rosenberg, TX 77471-5600

Ms. Bridget K. Jaunal
Apt 1912
1 Wheaton Ctr
Wheaton, IL 60187

Corporate Facilities



Caledonian House

In March of 1992 Caledonian Associates acquired and relocated the Corporate Offices to what is now known as Caledonian House in the City of Rosenberg, Texas. The structure, which was restored as commercial offices in 1977, was formerly known as the Teague-Waddell House, and is a registered Texas Historical Landmark. The historical monument mounted on the front of the building reads:

Local businessman Norman P. Teague (1879-1913) and his wife Sidney Claire (Brooks) (1879-1952) erected this two story residence in 1910. It has ornate columns and classic revival detailing popular at the time. This was one of several elegant homes that stood along Avenue M, then known as "Silk Stocking Row." In 1925, Jake H. Waddell (1868-1942) purchased the house. Members of the Waddell family owned the property for over 40 years.

The purchase of this historic structure represents a commitment by Caledonian Associates to care for and to maintain a treasured part of the American and Texas past. It is indicative of the commitment of the Corporation to the traditional values that made Texas and America great. The large columns at the entrance are symbolic of the "Pillars of Wisdom" on which Caledonian Associates is founded, Integrity and Commitment, embraced by the canopy of Excellence.

The structure is situated on a campus of one and one-half acres in the City of Rosenberg. It is one mile north of U.S. Highway 59, and one-half block east of State Highway 36. Rosenberg is approximately 20 miles southwest of the City of Houston.

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

DATE SUBMITTED: 04/01/03

SUBMITTED BY: County Attorney

AGENDA

DEPARTMENT: Pct. 3

8A

COURT AGENDA DATE: 04/08/03

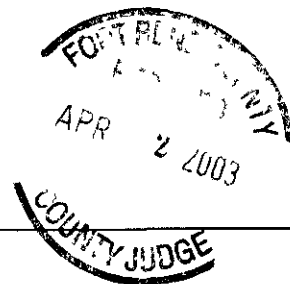
PHONE NO.: 4556

SUMMARY OF ITEM:

Deliberate and take action on Project Agreement between Fort Bend County and City of Simonton to provide assistance repairing Commanche Road, Fort Bend Road, and Chisolm Trail within established city owned right-of-way.

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

LIST SUPPORTING DOCUMENTS ATTACHED:



FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No () N/A ()

One Time ()

Funding Source:

Recurring ()

Fund Agency Object

N/A ()

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

4-16-03 Original Agreement sent to Kaura
@ Co. Attorneys Office.

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

§

INTERLOCAL PROJECT AGREEMENT

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

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

I

BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on January 8, 2002. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

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

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

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

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

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

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

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

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

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

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

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

II PURPOSE

The purpose of this Project is to provide assistance with city owned streets within established city owned right-of-way.

III. TERM

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

IV PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as to providing assistance with city owned streets within established city owned right-of-way., ("Project")

V. PROJECT LOCATION

The location for the Project is Commanche Road, Fort Bend Road, Chisolm Trail, ("Project Site")

VI
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES.

County agrees to provide up to 670 equipment hours at \$35 00 per hour, up to 724 man hours of labor at \$15 00 per hour, up to \$17,772.17 in materials and up to \$0 00 in cash to Local Government, for a total expenditure not to exceed **\$52,082.17**

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

LOCAL GOVERNMENT'S RESPONSIBILITIES

Local Government agrees to provide up to 0 equipment hours at \$0 00 per hour, up to 0 man hours of labor at \$0 00 per hour, up to \$33,000 00 in materials and up to \$0.00 in cash to County, for a total expenditure not to exceed **\$33,000.00.**

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

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

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

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

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

VII.
MISCELLANEOUS

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

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

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

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

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

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

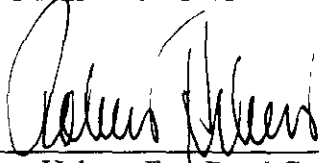
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Simonton

City of Simonton
P.O. Drawer A
Simonton, Texas 77476
Attn: Dub Sabarsula, Mayor

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

FORT BEND COUNTY



Robert Hebert, Fort Bend County Judge

4-8-03

Date

Attest.



Dianne Wilson, Fort Bend County Clerk

CITY OF SIMONTON



Mayor

03/26/2003

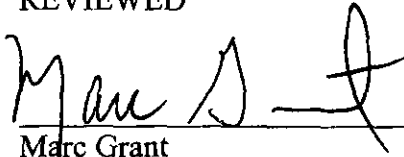
Date

Attest



City Secretary

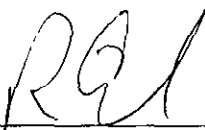
REVIEWED



Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$52,082.17** to accomplish and pay the obligation of Fort Bends County under this Project Agreement



Ed Sturdivant, Fort Bend County Auditor

RECORDED ON 4-17-03
IN THE COMMISSIONER COURT
MINUTES OF 4-8-03

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

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

On this the 8th day of April, 2003, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner PATTERSON,
Seconded by Commissioner MEYERS, duly put and carried,

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



AS PER ORIGINAL

CITY OF SIMONTON

P.O. Drawer A • Simonton Texas 77476-1010

February 9, 2003

Commissioner M. A. Andy Meyers
Ft. Bend Co. Pct. 2
1309 Eldridge Rd.
Sugarland, TX 77478

Dear Commissioner Meyers

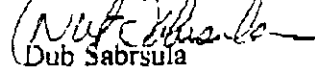
I am writing to request your help in repairing some streets in our community. The streets needing immediate attention are listed below:

1. Commanche Rd reconstruct /overlay - 104'
2. Ft. Bend Rd reconstruct/overlay - 1968'
3. Chisolm Trail patch/levelup-chipcoat

The estimated cost of materials for these three roads totals \$50,772.17. In this year's Budget, the City of Simonton budgeted \$33,000.00 for street reconstruction and repair.

As always, any and all help we as the City receive from your office is deeply appreciated. Please let me know if your office can help.

Yours truly,



Dub Sabersula

Mayor

OK
WR
2/24/03

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

DATE SUBMITTED: April 4, 2003

SUBMITTED BY: Marsha P. Gaines
DEPARTMENT: Tax Assessor/Collector
PHONE NO.: 281-341-3730

AGENDA
#

COURT AGENDA DATE: April 8, 2003

8 B, C

AMOUNT OF WAIVER CORRECTED BY TAX OFFICE

SUMMARY OF ITEM: Resend action taken on the Minutes for March 25, 2003. Commissioner Pct3 : A. Take all appropriate action on request by Felix Guardado to waive penalty and interest on property taxes in the amount of \$49.68 for Account #2276-01-001-0430-914; 2002 Tax Year; Precinct 3.

RENEWAL CONTRACT/AGREEMENT.

Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

APR 4 2003

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No () N/A ()

One Time ()

Funding Source:

Recurring ()

Fund Agency Object

N/A ()

COUNTY JUDGE

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

CC with back up:

yes (X) Auditor (281-341-3774)

yes (X) Comm. Pct. 1 (281-342-0587)

yes (X) Budget Officer (281-344-3954)

yes (X) Comm. Pct. 2 (281-403-8009)

yes (X) County Attorney (281-341-4557)

yes (X) Comm. Pct. 3 (281-242-9060)

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

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

yes (X) County Clerk (281-341-8697)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Consider waiver of Penalty and Interest

Tax Assessor/Collector does recommend waiver of Penalty and Interest

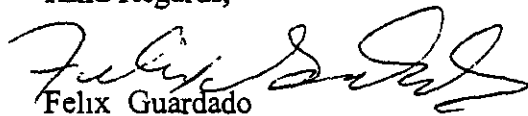
February 12, 2003

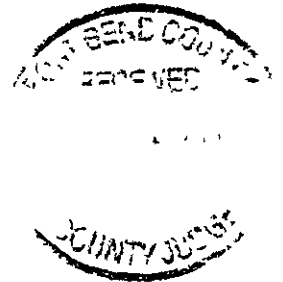
RE Request for waiver of penalty and interest

I hereby respectfully request for waiver of penalty and interest for my account # 2276-01-001-0430-914. The tax year in question is for 2002. The reason for this request is that the invoice was received after the deadline thus could not have been paid on time. I had filed on a timely manner, with all the government entities so that tax bills could be sent to the right address in a timely manner. I received several other tax bills, which were paid timely, thus I assumed all my taxes had been paid. Then, early in February, this bill was received and paid minus the interest. I can be contacted at

Felix & Jennifer Guardado
20714 Whitevine Way
Katy, TX 77450
281 492 6715

Kind Regards,


Felix Guardado



DUPLICATE TAX RECEIPT



**MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner:

GUARDADO FELICIANO & JENNIFER
20714 WHITEVINE WAY
KATY TX 77450-7033

Legal Description:

CINCO RANCH SOUTHPARK SEC 1,
BLOCK 1, LOT 43

Parcel Address: 20714 WHITEVINE WAY
Legal Acres: 0.0000

> - - -
Deposit No: 03030512
Validation No: 900000000294384
Account No: 2276-01-001-0430-914
Operator Code: VISHAKHAS

- - -<
Receipt Date: 02/11/2003
Deposit Date: 03/05/2003
Print Date: 03/05/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	HARRIS F/B ESD #100	133,930	0.099000	132.59	9.28	0.00	141.87
2002	FORT BEND CO DRAINAGE	107,144	0.026200	28.07	1.96	0.00	30.03
2002	FORT BEND CO GEN FND	107,144	0.512540	549.16	38.44	0.00	587.60
				<u>\$709.82</u>	<u>\$49.68</u>	<u>\$0.00</u>	<u>\$759.50</u>

> - - -
CHECK NUMBER(S):
2364, 2391

- - -<
PAYMENT TYPE:

Checks:	\$759.50
Cash:	\$0.00
Credit Cards:	\$0.00
E-Fund Trans:	\$0.00
Others:	\$0.00
Total Applied:	<u>\$759.50</u>
Total Tendered:	\$759.50
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

GUARDADO FELICIANO & JENNIFER
20714 WHITEVINE WAY
KATY, TX 77450-7033

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

0

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE: February 27, 2003

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest -Guardado, Feliciano & Jennifer ; Acct# 2276-01-001-0430-914;
2002 Tax Year; Legal Description. Cinco Ranch Southpark Sec 1, Block 1, Lot 43;
Precinct 3

Mr. Guardado is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

Tax Office records indicate:

- 2002 original tax roll has the above referenced account number listed as May, Dana D, 20714 Whitevine Way, Katy, TX 77450-7033
- October 2002, original 2002 tax statement mailed to May, Dana D, 20714 Whitevine Way, Katy, TX 77450-7033
- October 2, 2002, our office received name and address report #2 from the Fort Bend Central Appraisal District. At this time, the tape for processing was sent to our tax system agents
- The processing of this name and address report was overlooked by the agents and the tape was never processed in the tax system.
- At the end of January 2003, our office processed the change on the account manually and mailed a 2002 tax statement to the current owner: Guardado, Feliciano & Jennifer, 20714 Whitevine Way, Katy, TX 77450-7033
- No returned mail received on this account.
- Payment for the 2002 taxes was made by Felix or Jennifer Guardado on February 11, 2003, for Fort Bend County and Harris Fort-Bend Emergency Services District #100 property taxes which includes February 2003 penalty and interest

Breakdown of Taxes Paid:

Base Tax	\$709.82
Penalty and Interest	\$ 49.68
Attorney Fees	\$ 0.00
Total Paid	\$759.50

I do recommend waiver of penalty and interest due to Section 33.011 (a)(1) of the Tax Code which states, "...shall waive penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit...caused or resulted in the taxpayer's failure to pay the tax before delinquency..."



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

DATE SUBMITTED. 03-27-03

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

AGENDA
9

COURT AGENDA DATE: 04-08-03

SUMMARY OF ITEM:

Approve payment of invoice #3719 in the amount of \$142,936.09 to Hermes Architects, Inc. for architectural services and reimbursable fees related to the Katy Fort Bend County Library for the period February 1- March 15, 2003.

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☒

LIST SUPPORTING DOCUMENTS ATTACHED: Invoice #3838

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS

Yes ☒ No ☐ N/A ☐ One Time ☐

Funding Source: Recurring ☐

Fund 202 Agency 045 Org 2043 N/A ☐

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

CC with back up:

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

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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.

Hermes Architects, Inc.

7915 Westglen Drive
Houston, TX 77063

Invoice Number 3838
Thursday, March 20, 2003

Invoice

To Fort Bend County
309 South 4th Street
Suite 515
Richmond, TX 77469
Attention: Mr Bill Roberts

Project: 4200060 **P.O. Number 00100001283 - Katy Branch Library / Cinco Ranch**

Project Manager: M Grace Jones

Professional Services for the Period 2/1/2003 to 3/15/2003

Billing Group: 02 *Fixed Fee*
Design Development

Contract Amount	\$62,300 00
Percent Complete	100 00%
Fee Earned	\$62,300 00
Prior Fee Billings	56,070 00
Current Fee Total:	\$6,230.00

Billing Group Subtotal 6,230 00
Billing Group Total: **\$6,230.00**

OK WBR

Billing Group: 03 *Fixed Fee*
Construction Documents

Contract Amount	\$122,800.00
Percent Complete	80 00%
Fee Earned	\$98,240 00
Prior Fee Billings	4,912 00
Current Fee Total:	\$93,328.00

Billing Group Subtotal 93,328 00
Billing Group Total: **\$93,328.00**

OK WBR

Billing Group: 04 *Fixed Fee*
Bidding or Negotiations

MAR 26 2003

Reimbursables Totals: \$6,329.67

Billing Group Subtotal 6,329.67
Billing Group Total: \$6,329.67

Billing Group: 28 Cost Plus to a Maximum
Item D. Service - Off-site Engineering Allowance

Contract Maximum 5,000 00
Previous Billings Against Maximum 0 00
Current Billings Against Maximum 0 00
Balance After This Invoice 5,000 00

Civil Engineering

<u>Additional Service</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
Consultant Services	2/24/2003	1 00	5,000 0000	5,000 00
Additional Service Total		1 00		\$5,000 00
Civil Engineering Totals:				\$5,000.00

Billing Group Subtotal 5,000 00
Billing Group Total: \$5,000.00

Billing Group: 29 Fixed Fee
Item I. Service - FF&E Fee

Contract Amount \$30,000.00
Percent Complete 50 00%
Fee Earned \$15,000.00
Prior Fee Billings 7,595 01
Current Fee Total \$7,404.99

Billing Group Subtotal 7,404.99
Billing Group Total: \$7,404.99

Billing Group: 32 Cost Plus
Item L. Service - Color Rendering of approved Schematic Design

Professional Services

<u>Additional Service</u>	<u>Date</u>	<u>Reg Bill Hours</u>	<u>OT Bill Hours</u>	<u>Charge</u>
M Grace Jones	2/18/2003	0.25	0 00	23 75
M Grace Jones	2/20/2003	0.25	0 00	23 75
M. Grace Jones	2/21/2003	1 50	0 00	142.50

Contract Amount	\$19,300 00
Percent Complete	80 00%
Fee Earned	\$15,440.00
Prior Fee Billings	0 00
Current Fee Total:	\$15,440.00

Billing Group Subtotal	15,440.00
Billing Group Total:	\$15,440.00

Billing Group: 05 Fixed Fee
Construction Administration

Contract Amount	\$72,800 00
Percent Complete	5 00%
Fee Earned	\$3,640 00
Prior Fee Billings	0 00
Current Fee Total:	\$3,640.00

Billing Group Subtotal	3,640 00
Billing Group Total:	\$3,640.00

Billing Group: 18 Cost Plus to a Maximum
Item B. Service - Reimbursable Expenses

Contract Maximum	10,000 00
Previous Billings Against Maximum	2,412 17
Current Billings Against Maximum	6,329 67
Balance After This Invoice	1,258 16

Reimbursables

<u>Reimbursable Expenses</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
In-House Reproductions-Copies	12/4/2002	17.00	0 2500	4 25
In-House Reproductions-Copies	12/4/2002	3 00	0 2500	0 75
In-House Reproductions-Copies	12/4/2002	61 00	0 2500	15 25
In-House Reproductions-Copies	12/5/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/10/2002	4 00	0 2500	1 00
In-House Reproductions-Copies	12/11/2002	42 00	0 2500	10 50
In-House Reproductions-Copies	12/11/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/11/2002	4 00	0 2500	1 00
In-House Reproductions-Copies	12/12/2002	44 00	0 2500	11 00
In-House Reproductions-Copies	12/12/2002	4 00	0 2500	1 00

Reimbursables Continued...

<u>Reimbursable Expenses</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
In-House Reproductions-Copies	12/13/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/13/2002	3.00	0 2500	0.75
In-House Reproductions-Copies	12/13/2002	14 00	0 2500	3 50
In-House Reproductions-Copies	12/13/2002	16 00	0 2500	4 00
In-House Reproductions-Copies	12/13/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/13/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/13/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/13/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/13/2002	10 00	0 2500	2 50
In-House Reproductions-Copies	12/13/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/16/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/16/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/16/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/17/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/18/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/18/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/18/2002	7 00	0 2500	1 75
In-House Reproductions-Copies	12/18/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/18/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/19/2002	5 00	0 2500	1 25
In-House Reproductions-Copies	12/19/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/19/2002	6 00	0 2500	1 50
In-House Reproductions-Copies	12/19/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/19/2002	4 00	0 2500	1 00
In-House Reproductions-Copies	12/19/2002	6 00	0 2500	1 50
In-House Reproductions-Copies	12/20/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/20/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/20/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/20/2002	1 00	0 2500	0 25
In-House Reproductions-Copies	12/23/2002	2 00	0 2500	0 50
In-House Reproductions-Copies	12/24/2002	10 00	0 2500	2 50
In-House Reproductions-Copies	1/2/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	1/2/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	1/2/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	1/6/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	1/6/2003	26 00	0 2500	6 50
In-House Reproductions-Copies	1/6/2003	3 00	0 2500	0 75
In-House Reproductions-Copies	1/7/2003	28.00	0 2500	7 00
In-House Reproductions-Copies	1/7/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	1/8/2003	3 00	0 2500	0 75
In-House Reproductions-Copies	1/9/2003	4 00	0 2500	1 00
In-House Reproductions-Copies	1/9/2003	5.00	0 2500	1 25
In-House Reproductions-Copies	1/9/2003	8 00	0 2500	2 00
In-House Reproductions-Copies	1/9/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	1/13/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	1/23/2003	5 00	0 2500	1 25
In-House Reproductions-Copies	1/27/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	1/28/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	1/29/2003	18 00	0 2500	4.50
In-House Reproductions-Copies	1/30/2003	3 00	0 2500	0 75
In-House Reproductions-Copies	1/30/2003	2 00	0 2500	0.50
In-House Reproductions-Copies	1/30/2003	1 00	0 2500	0.25
In-House Reproductions-Copies	1/31/2003	10 00	0 2500	2.50

Reimbursables Continued...

<u>Reimbursable Expenses</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
In-House Reproductions-Copies	1/31/2003	3 00	0 2500	0 75
In-House Reproductions-Copies	1/31/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	2/3/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	2/4/2003	1 00	0 2500	0.25
In-House Reproductions-Copies	2/4/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	2/4/2003	14 00	0 2500	3 50
In-House Reproductions-Copies	2/5/2003	10 00	0 2500	2 50
In-House Reproductions-Copies	2/5/2003	7 00	0 2500	1 75
In-House Reproductions-Copies	2/5/2003	24 00	0 2500	6 00
In-House Reproductions-Copies	2/5/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	2/5/2003	12 00	0 2500	3 00
In-House Reproductions-Copies	2/6/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	2/6/2003	3 00	0 2500	0 75
In-House Reproductions-Copies	2/7/2003	8 00	0 2500	2 00
In-House Reproductions-Copies	2/7/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	2/7/2003	8 00	0 2500	2.00
In-House Reproductions-Copies	2/11/2003	15 00	0 2500	3 75
In-House Reproductions-Copies	2/12/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	2/13/2003	18 00	0 2500	4 50
In-House Reproductions-Copies	2/14/2003	32 00	0 2500	8 00
In-House Reproductions-Copies	2/14/2003	3 00	0 2500	0 75
In-House Reproductions-Copies	2/17/2003	10 00	0 2500	2 50
In-House Reproductions-Copies	2/17/2003	30 00	0 2500	7 50
In-House Reproductions-Copies	2/17/2003	4 00	0 2500	1 00
In-House Reproductions-Copies	2/17/2003	12 00	0 2500	3 00
In-House Reproductions-Copies	2/17/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	2/17/2003	11 00	0 2500	2 75
In-House Reproductions-Copies	2/17/2003	14 00	0 2500	3 50
In-House Reproductions-Copies	2/17/2003	1 00	0.2500	0 25
In-House Reproductions-Copies	2/17/2003	16 00	0 2500	4 00
In-House Reproductions-Copies	2/17/2003	3 00	0 2500	0 75
In-House Reproductions-Copies	2/18/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	2/18/2003	5.00	0 2500	1 25
In-House Reproductions-Copies	2/18/2003	3 00	0 2500	0 75
In-House Reproductions-Copies	2/18/2003	11.00	0 2500	2 75
In-House Reproductions-Copies	2/19/2003	14.00	0 2500	3 50
In-House Reproductions-Copies	2/19/2003	4.00	0.2500	1 00
In-House Reproductions-Copies	2/19/2003	5 00	0 2500	1 25
In-House Reproductions-Copies	2/21/2003	3 00	0.2500	0 75
In-House Reproductions-Copies	2/21/2003	9 00	0 2500	2 25
In-House Reproductions-Copies	2/21/2003	5 00	0 2500	1 25
In-House Reproductions-Copies	2/21/2003	5 00	0 2500	1.25
In-House Reproductions-Copies	2/21/2003	1.00	0 2500	0 25
In-House Reproductions-Copies	2/21/2003	12 00	0 2500	3 00
In-House Reproductions-Copies	2/21/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	2/21/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	2/24/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	2/24/2003	1 00	0 2500	0.25
In-House Reproductions-Copies	2/24/2003	4 00	0.2500	1 00
In-House Reproductions-Copies	2/24/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	2/25/2003	1 00	0.2500	0.25
In-House Reproductions-Copies	2/26/2003	2 00	0.2500	0.50
In-House Reproductions-Copies	2/27/2003	1 00	0.2500	0 25

Reimbursables Continued...

<u>Reimbursable Expenses</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
In-House Reproductions-Copies	2/27/2003	4 00	0 2500	1 00
In-House Reproductions-Copies	3/4/2003	80 00	0 2500	20 00
In-House Reproductions-Copies	3/4/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	3/4/2003	8 00	0 2500	2 00
In-House Reproductions-Copies	3/4/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	3/4/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	3/5/2003	24 00	0 2500	6 00
In-House Reproductions-Copies	3/5/2003	51 00	0 2500	12 75
In-House Reproductions-Copies	3/5/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	3/5/2003	5 00	0 2500	1 25
In-House Reproductions-Copies	3/5/2003	12 00	0 2500	3 00
In-House Reproductions-Copies	3/5/2003	4 00	0 2500	1 00
In-House Reproductions-Copies	3/6/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	3/6/2003	4 00	0 2500	1 00
In-House Reproductions-Copies	3/7/2003	7 00	0 2500	1 75
In-House Reproductions-Copies	3/7/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	3/7/2003	24 00	0 2500	6 00
In-House Reproductions-Copies	3/10/2003	5 00	0 2500	1 25
In-House Reproductions-Copies	3/10/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	3/11/2003	1 00	0 2500	0 25
In-House Reproductions-Copies	3/11/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	3/11/2003	5 00	0 2500	1 25
In-House Reproductions-Copies	3/11/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	3/11/2003	10 00	0 2500	2 50
In-House Reproductions-Copies	3/12/2003	4 00	0 2500	1 00
In-House Reproductions-Copies	3/12/2003	14 00	0 2500	3 50
In-House Reproductions-Copies	3/12/2003	13 00	0 2500	3 25
In-House Reproductions-Copies	3/13/2003	6 00	0 2500	1 50
In-House Reproductions-Copies	3/13/2003	4 00	0 2500	1 00
In-House Reproductions-Copies	3/13/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	3/13/2003	2 00	0 2500	0 50
In-House Reproductions-Copies	3/14/2003	4 00	0 2500	1 00
In-House Reproductions-Copies	3/14/2003	6 00	0 2500	1 50
In-House Reproductions-Copies	3/14/2003	4 00	0 2500	1 00
Consultant Services	2/11/2003	1 00	300 0900	300 09
Consultant Services	2/24/2003	1 00	45.9500	45 95
In-House Repro -Color Plot - 30x42	1/24/2003	1 00	27 3400	27 34
Delivery	2/3/2003	1 00	13 5000	13 50
Delivery	2/17/2003	1 00	8 5000	8 50
Delivery	2/17/2003	1 00	17.0000	17 00
Delivery	3/7/2003	1 00	39.3800	39 38
In-House Faxes	12/9/2002	2 00	1 0000	2 00
In-House Faxes	12/10/2002	17 00	1 0000	17 00
In-House Faxes	12/11/2002	2 00	1 0000	2 00
In-House Faxes	12/12/2002	2 00	1 0000	2 00
In-House Faxes	12/12/2002	1 00	1 0000	1 00
In-House Faxes	12/16/2002	3 00	1 0000	3 00
In-House Faxes	12/17/2002	3 00	1 0000	3 00
In-House Faxes	12/18/2002	6 00	1.0000	6 00
In-House Faxes	12/19/2002	2 00	1.0000	2 00
In-House Faxes	12/30/2002	1 00	1 0000	1 00
In-House Faxes	12/30/2002	1 00	1.0000	1 00
In-House Faxes	12/30/2002	1 00	1.0000	1 00

Reimbursables Continued...

<u>Reimbursable Expenses</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
In-House Faxes	1/3/2003	2 00	1 0000	2 00
In-House Faxes	1/6/2003	2 00	1 0000	2 00
In-House Faxes	1/7/2003	5 00	1 0000	5 00
In-House Faxes	1/7/2003	3 00	1 0000	3 00
In-House Faxes	1/8/2003	2 00	1 0000	2 00
In-House Faxes	1/9/2003	3 00	1 0000	3 00
In-House Faxes	1/9/2003	3 00	1 0000	3 00
In-House Faxes	1/9/2003	5 00	1 0000	5 00
In-House Faxes	1/9/2003	1 00	1 0000	1 00
In-House Faxes	1/9/2003	2 00	1 0000	2 00
In-House Faxes	1/9/2003	3 00	1 0000	3 00
In-House Faxes	1/9/2003	2 00	1 0000	2.00
In-House Faxes	1/10/2003	1 00	1 0000	1 00
In-House Faxes	1/13/2003	3 00	1 0000	3 00
In-House Faxes	1/20/2003	2 00	1 0000	2 00
In-House Faxes	1/27/2003	2 00	1 0000	2 00
In-House Faxes	1/30/2003	1 00	2 0000	2 00
In-House Faxes	1/31/2003	3 00	1 0000	3 00
In-House Faxes	2/3/2003	1 00	1 0000	1 00
In-House Faxes	2/4/2003	2 00	1 0000	2 00
In-House Faxes	2/6/2003	3 00	1 0000	3 00
In-House Faxes	2/11/2003	2 00	2 0000	4 00
In-House Faxes	2/11/2003	1 00	1 0000	1 00
In-House Faxes	2/14/2003	5 00	1 0000	5 00
In-House Faxes	2/24/2003	3 00	1 0000	3 00
In-House Faxes	2/24/2003	3 00	1 0000	3 00
In-House Faxes	2/24/2003	3 00	1 0000	3 00
In-House Faxes	2/24/2003	7 00	1 0000	7 00
In-House Faxes	2/25/2003	2 00	1 0000	2.00
In-House Faxes	3/4/2003	20 00	1 0000	20 00
In-House Faxes	3/5/2003	5 00	1 0000	5 00
In-House Faxes	3/5/2003	2 00	1 0000	2 00
In-House Faxes	3/5/2003	3 00	1.0000	3 00
In-House Faxes	3/6/2003	3 00	1 0000	3 00
In-House Faxes	3/7/2003	1.00	1 0000	1 00
In-House Faxes	3/11/2003	2 00	1 0000	2 00
In-House Faxes	3/11/2003	1 00	1 0000	1 00
In-House Faxes	3/11/2003	2 00	1 0000	2 00
In-House Faxes	3/11/2003	3 00	1.0000	3.00
In-House Faxes	3/11/2003	4 00	2 0000	8 00
In-House Faxes	3/12/2003	3 00	1 0000	3.00
In-House Reproductions LP 8 1/2X11	12/4/2002	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	12/4/2002	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	12/4/2002	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	12/5/2002	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	12/6/2002	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	12/6/2002	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	12/9/2002	2 00	1 0000	2 00
In-House Reproductions LP 8 1/2X11	12/9/2002	2 00	1.0000	2 00
In-House Reproductions LP 8 1/2X11	12/9/2002	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	12/9/2002	2.00	1 0000	2 00
In-House Reproductions LP 8 1/2X11	12/10/2002	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	12/11/2002	1.00	1 0000	1.00

Reimbursables Continued...[illegible]

Reimbursable Expenses

[illegible]

Reimbursables Continued...

<u>Reimbursable Expenses</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
In-House Reproductions LP 8 1/2X11	1/9/2003	8 00	1 0000	8 00
In-House Reproductions LP 8 1/2X11	1/9/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/9/2003	2.00	1 0000	2 00
In-House Reproductions LP 8 1/2X11	1/9/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/9/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/9/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/9/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/9/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/9/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/9/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/9/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/10/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/10/2003	1 00	1 0000	1.00
In-House Reproductions LP 8 1/2X11	1/10/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/10/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/10/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/13/2003	12 00	1 0000	12 00
In-House Reproductions LP 8 1/2X11	1/13/2003	2 00	1 0000	2 00
In-House Reproductions LP 8 1/2X11	1/13/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/13/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/13/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/13/2003	2 00	1 0000	2 00
In-House Reproductions LP 8 1/2X11	1/13/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	2 00	1 0000	2 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1.0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/14/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/16/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/16/2003	1 00	1.0000	1 00
In-House Reproductions LP 8 1/2X11	1/16/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1.00	1.0000	1.00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/21/2003	1 00	1 0000	1.00
In-House Reproductions LP 8 1/2X11	1/22/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/23/2003	1 00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/23/2003	1.00	1 0000	1 00
In-House Reproductions LP 8 1/2X11	1/23/2003	1 00	1 0000	1.00
In-House Reproductions LP 8 1/2X11	1/23/2003	1 00	1 0000	1 00

Reimbursables Continued...[illegible]

Reimbursables Continued...

[illegible]

Reimbursables Continued...

[illegible]

Reimbursables Continued...[illegible]

Reimbursables Continued...

[illegible]

Reimbursables Continued...[illegible]

Reimbursables Continued..

<u>Reimbursable Expenses</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/29/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/30/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	1/30/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	1/30/2003	1 00	2.0000	2.00
In-House Reproductions LP 11X17	1/30/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/3/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/3/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/5/2003	3 00	2.0000	6 00
In-House Reproductions LP 11X17	2/5/2003	2 00	2 0000	4.00
In-House Reproductions LP 11X17	2/5/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/5/2003	2 00	2 0000	4.00
In-House Reproductions LP 11X17	2/5/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/5/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/5/2003	5 00	2 0000	10 00
In-House Reproductions LP 11X17	2/6/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/7/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/7/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/8/2003	4 00	2.0000	8 00
In-House Reproductions LP 11X17	2/10/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/10/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/11/2003	2 00	2 0000	4 00
In-House Reproductions LP 11X17	2/11/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/11/2003	10 00	2 0000	20 00
In-House Reproductions LP 11X17	2/12/2003	1 00	2.0000	2 00
In-House Reproductions LP 11X17	2/12/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/12/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/12/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/13/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/13/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/13/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/13/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/13/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/13/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/13/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/13/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/17/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/17/2003	1 00	2 0000	2.00

Reimbursables Continued...

<u>Reimbursable Expenses</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
In-House Reproductions LP 11X17	2/17/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/18/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/19/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/19/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/19/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/19/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/19/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	2/19/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/20/2003	1 00	2.0000	2 00
In-House Reproductions LP 11X17	2/20/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	2/20/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/20/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	2/20/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/24/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	2/24/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/24/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/24/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/26/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	2/26/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/26/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/26/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/27/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	2/27/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/27/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	2/27/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/27/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	2/27/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/27/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	2/27/2003	1.00	2.0000	2 00
In-House Reproductions LP 11X17	2/27/2003	1 00	2.0000	2.00
In-House Reproductions LP 11X17	2/27/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	2/27/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	3/4/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	3/4/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	3/6/2003	1 00	2.0000	2 00
In-House Reproductions LP 11X17	3/7/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	3/7/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	3/10/2003	1 00	2 0000	2.00
In-House Reproductions LP 11X17	3/10/2003	1.00	2 0000	2 00
In-House Reproductions LP 11X17	3/10/2003	1 00	2 0000	2 00
In-House Reproductions LP 11X17	3/10/2003	1.00	2 0000	2 00

Reimbursables Continued...[illegible]

Reimbursables Continued...

[illegible]

Reimbursable Expenses

[illegible]

Reimbursables Continued...[illegible]

Reimbursables Continued...

[illegible]

Reimbursables Continued...

[illegible]

Reimbursable Expenses

[illegible]

Reimbursable Expenses

[illegible]

Charge

Reimbursable Expenses

<u>Reimbursable Expenses</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
Outside Repro Plots 30x42 Vellum	2/28/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	2/28/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/3/2003	1 00	11 0000	11 00
Outside Repro. Plots 30x42 Vellum	3/3/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/3/2003	1 00	11 0000	11.00
Outside Repro Plots 30x42 Vellum	3/3/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/3/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/4/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/4/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/4/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/4/2003	1 00	11 0000	11.00
Outside Repro Plots 30x42 Vellum	3/5/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/5/2003	1 00	11 0000	11.00
Outside Repro Plots 30x42 Vellum	3/5/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/5/2003	1 00	11 0000	11.00
Outside Repro Plots 30x42 Vellum	3/5/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/5/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/5/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/6/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/7/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/7/2003	1 00	11 0000	11.00
Outside Repro Plots 30x42 Vellum	3/7/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/7/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/7/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/7/2003	1 00	11 0000	11 00
Outside Repro. Plots 30x42 Vellum	3/10/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/10/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/11/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/11/2003	1 00	11 0000	11.00
Outside Repro Plots 30x42 Vellum	3/11/2003	1.00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/11/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/11/2003	1 00	11 0000	11 00
Outside Repro. Plots 30x42 Vellum	3/11/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/11/2003	1.00	11 0000	11.00
Outside Repro. Plots 30x42 Vellum	3/12/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/12/2003	1 00	11 0000	11.00
Outside Repro. Plots 30x42 Vellum	3/12/2003	1.00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/12/2003	1 00	11 0000	11 00
Outside Repro. Plots 30x42 Vellum	3/12/2003	1 00	11 0000	11 00
Outside Repro. Plots 30x42 Vellum	3/13/2003	1.00	11 0000	11 00
Outside Repro. Plots 30x42 Vellum	3/14/2003	1 00	11 0000	11 00
Outside Repro Plots 30x42 Vellum	3/14/2003	1 00	11 0000	11 00
Outside Repro. Plots 36x48 Vellum	12/16/2002	1 00	14 6000	14 60
Outside Repro Plots 36x48 Vellum	12/16/2002	1 00	14 6000	14.60
Outside Repro Plots 36x48 Vellum	2/14/2003	1 00	14 6000	14 60
Outside Repro Plots 36x48 Vellum	2/14/2003	1 00	14 6000	14 60
Outside Repro Plots 36x48 Vellum	2/14/2003	1 00	14 6000	14 60
Outside Repro Plots 36x48 Vellum	2/28/2003	1 00	14 6000	14.60
Reimbursable Expenses Total		2,920 00		\$6,329 67

Professional Services Continued...

<u>Additional Service</u>	<u>Date</u>	<u>Reg Bill Hours</u>	<u>OT Bill Hours</u>	<u>Charge</u>
M Grace Jones	2/24/2003	1 00	0 00	95 00
M Grace Jones	2/24/2003	1 50	0 00	142 50
M Grace Jones	2/26/2003	0 25	0 00	23 75
M Grace Jones	2/26/2003	1 50	0 00	142 50
M Grace Jones	2/27/2003	0 25	0 00	23 75
M Grace Jones	2/28/2003	0 50	0 00	47 50
M Grace Jones	3/4/2003	1 00	0 00	95 00
M Grace Jones	3/6/2003	0 25	0 00	23 75
M Grace Jones	3/10/2003	0 25	0 00	23 75
M Grace Jones	3/11/2003	1 00	0 00	95 00
<i>Additional Service Total</i>		9 50	0 00	\$902 50
Professional Services Totals:				\$902.50

Architectural Services

<u>Additional Service</u>	<u>Date</u>	<u>Bill Units</u>	<u>Unit Bill Rate</u>	<u>Charge</u>
Consultant Services	3/11/2003	1 00	1,840 2500	1,840 25
<i>Additional Service Total</i>		1 00		\$1,840 25
Architectural Services Totals:				\$1,840.25

Billing Group Subtotal 2,742 75
Billing Group Total: \$2,742.75

Billing Group: 38 Fixed Fee
Subdivision Platting

Contract Amount \$5,260 00
Percent Complete 53 63%
Fee Earned \$2,820 68
Prior Fee Billings 0 00
Current Fee Total: \$2,820.68

Billing Group Subtotal 2,820.68
Billing Group Total: \$2,820.68

Project Totals:

***** Total Project Invoice Amount:**

\$142,936.09

66143R

Billing Summary

	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services	\$114,495 49	\$105,331 01	\$219,826 50
Reimbursable Expenses	\$6,329 67	\$2,412 17	\$8,741 84
Outside Services	\$0 00	\$0 00	\$0 00
Other Services and Fees	\$22,110 93	\$41,346 00	\$63,456 93
Finance Charges	\$0.00	\$0 00	\$0 00
Taxes	\$0 00	\$0 00	\$0 00
<i>Totals</i>	<u>\$142,936 09</u>	<u>\$149,089 18</u>	<u>\$292,025 27</u>

Aged Receivables:

<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>> 120 Days</u>
\$142,936 09	\$0 00	\$0 00	\$0 00	\$0 00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 15 days.



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

DATE SUBMITTED: April 3, 2003 DEPT. SUBMITTED BY: Building Maintenance 10
COMMISSIONERS COURT AGENDA FOR: 04/22/03 DEPT. PHONE NO.: 281/238-3555

SUMMARY OF ITEM: Authorize payment to Harp's Plumbing in the amount of \$128.50. Services were performed at the Travis Building. The sewer became stopped up during the weekend when the contractor was there working on the renovation of the 6th floor. The work was performed without a Purchase Order. Funding is from Building Maintenance 7012 – repairs to buildings.

RENEWAL CONTRACT / AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

(Back-up documentation must be attached for consideration)

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS;
Yes () No (X) N/A ()	One Time ()	
Funding Source:	Recurring ()	
Fund <u>010</u> Agcy. <u>008</u> Object <u>7012</u> N/A	()	

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

CC with back up:

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

Instructions for submitting an Agenda Request

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

RECOMMENDATION / ACTION REQUESTED:

Please authorize payment without a purchase order.

INVOICE TRANSMITTAL

010 008 0080 7012
12 Digit Distribution

460983316
Vendor Number

Purchase Order Number(s)

Harp's Plumbing
Vendor Name

704 Fairway
Address

Richard
City

TX 77469 4-2-03
State Zip Code Date

List Invoice Numbers
7432

— — — . 1 2 8 5 0
— — — . — — — — —
— — — . — — — — —
— — — . — — — — —
— — — . — — — — —
— — — . — — — — —
— — — . 1 2 8 5 0

Total

County Auditor's Use Only
IAN Received _____
Check Type _____
Commissioners Court Date _____
Audited By _____
Posted By _____
Checked By _____

Received:

Paid:

[Signature]
Authorized Department Approval

Treasurer's Register Stamp and Number

"There Ain't A Drip We Can't Whip"



JOB INVOICE

№ 7432.

3-10-03

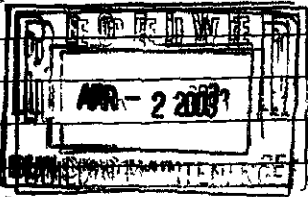
BILL TO

ADDENDUM

JOB NAME AND LOCATION

DESCRIPTION OF WORK

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

QUANT	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	FLOOR Drain Manhole B.B. 1st Floor		
			
	TOTAL MATERIALS	TOTAL LABOR	
	TAX		
	TOTAL AMT		128.95

Texas State Board of Plumbing Examiners
929 East 41st St., (Zip 78751)
P.O. Box 4200, Austin TX 78765
FAX (512) 450-0637
OFC (512) 458-2145
OFC (800) 845-6584

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

DATE SUBMITTED: 3/28/03

SUBMITTED BY: P. Batts (AGENDA COORDINATOR) AGENDA

COURT AGENDA DATE: 4/8/03

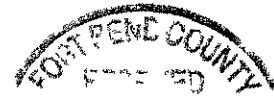
DEPARTMENT: ~~ENGINEERING~~
PHONE NO.: (281) 633-7507

11-A

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO. 0303-12 IN THE AMOUNT OF \$13,612.19 TO JNS CONSULTING ENGINEERS, INC. FOR WORK RELATING TO THE WEST AIRPORT PROJECT, (STATE HIGHWAY 6 TO FM 1464), MOBILITY BOND PROJECT #4, PCT.4.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:



MAR 28 2003

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No () N/A ()

One Time ()

Funding Source:

Recurring ()

Fund Agency Object

N/A ()

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

CC with back up:

(xx) Auditor (281-341-3774)

(xx) Comm. Pct. 1 (281-342-0587)

(xx) Budget Officer (281-344-3954)

(xx) Comm. Pct. 2 (281-403-8009)

(xx) County Attorney (281-341-4557)

(xx) Comm. Pct. 3 (281-242-9060)

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

(xx) Comm. Pct. 4 (281-980-9077)

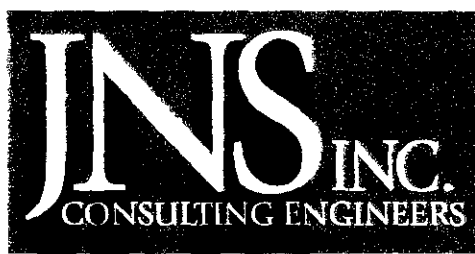
(xx) County Clerk (281-341-8697)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Austin
Conroe
Houston
Pasadena
Pearland



Engineering ■ Surveying ■ Planning

March 31, 2003

Mr. Jesse Hegemier
Fort Bend County Engineer
Fort Bend County Engineering Department
P O Box 1449
Rosenberg, TX 77471

Reference: Fort Bend County Mobility
West Airport Roadway Improvement Project
Invoice No. 0303-12
Purchase Order No. PC04300001856
JNS Job No. 262-02

This invoice covers work performed March 1, 2003 through March 31, 2003

FINAL DESIGN PHASE

I	<u>Roadway Design and Pavement</u>	\$13,725.60
	Percent Complete to Date 95.00%	\$13,039.32
	Previously Amount Invoiced	<u>(\$13,039.32)</u>
	Total Amount Due This Invoice	\$0.00
II	<u>Drainage Design</u>	\$4,387.60
	Percent Complete to Date 95.00%	\$4,168.22
	Previously Amount Invoiced	<u>(\$4,168.22)</u>
	Total Amount Due This Invoice	\$0.00

SEE PAGE TOTAL



Invoice No 0303-12
March 31, 2003
Page 2

III	<u>Miscellaneous Roadway Design</u>	\$15,030 40
	Percent Complete to Date 95 00%	\$14,278 88
	Previously Amount Invoiced	<u>(\$14,278 88)</u>
	Total Amount Due This Invoice	\$0 00
IV.	<u>Specifications Special Provisions and Bid Phase Services</u>	\$14,814.80
	Percent Complete to Date 50.00%	\$7,407 40
	Previously Amount Invoiced	<u>\$0 00</u>
	Total Amount Due This Invoice	\$7,407 40
V	<u>Bridge Design</u>	\$20,245 29
	Percent Complete to Date 90.00%	\$18,220.76
	Previously Amount Invoiced	<u>(\$15,183 97)</u>
	Total Amount Due This Invoice	\$3,036 79
VI.	<u>General</u>	\$7,308.00
	Percent Complete to Date 95 00%	\$6,942 60
	Previously Amount Invoiced	<u>(\$6,942 60)</u>
	Total Amount Due This Invoice	\$0 00

SEE PAGE 7 FOR TOTAL

Invoice No 0303-12
March 31, 2003
Page 3

VII	<u>Traffic Control, Planning, etc</u>		\$6,048 00
	Percent Complete to Date	95 00%	\$5,745 60
	Previously Amount Invoiced		<u>(\$5,745 60)</u>
	Total Amount Due This Invoice		\$0 00
VIII	<u>Pollution Prevention Plan</u>		\$5,017 60
	Percent Complete to Date	95 00%	\$4,766 72
	Previously Amount Invoiced		<u>(\$4,766 72)</u>
	Total Amount Due This Invoice		\$0 00

TOTAL AMOUNT FINAL DESIGN PHASE **\$10,444.12**

X	<u>Survey</u>		
A.	<u>Topographic Survey & Mapping, Ditch Alignment Map</u>		\$40,752.10
	Percent Complete to Date	100 00%	\$40,752 10
	Previously Amount Invoiced		<u>(\$40,752 10)</u>
	Total Amount Due This Invoice		\$0.00
B	<u>Descriptions for Off-site Drainage</u>		\$7,611.20
	Percent Complete to Date	100 00%	\$7,611 20
	Previously Amount Invoiced		<u>-\$7,611 20</u>
	Total Amount Due This Invoice		\$0 00

TOTAL AMOUNT PRELIMINARY DESIGN PHASE **\$0.00**

SEE PAGE 7 FOR TOTAL

Invoice No 0303-12

March 31, 2003

Page 4

ADDITIONAL SERVICES

I Material Testing During Construction

Name of Subcontractor Geotech Engineering & Testing, Inc

Amount Due This Invoice	\$0 00	\$0 00

Total Amount Not to Exceed	\$50,000 00	

Total Amount Authorized	\$0 00	

Amount Invoiced to Date	\$0 00	

Balance Remaining	\$0 00	

II. Plans & Specifications

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice	\$0 00	\$0 00

Total Amount Not to Exceed	\$3,000.00	

Total Amount Authorized	\$0 00	

Amount Invoiced to Date	\$0 00	

Balance Remaining	\$0 00	

III. Additional Drainage Study for Land Owners (Paid by Land Owners)

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice	\$0 00	\$0 00

Total Amount Not to Exceed	\$12,129 60	

Total Amount Authorized	\$12,129 60	

Amount Invoiced to Date	\$12,129.60	

Balance Remaining	\$0 00	

SEE PAGE 7 FOR TOTAL

Invoice No 0303-12

March 31, 2003

Page 5

IV	<u>Additional Drainage Study, If Needed, for Impact Study</u>	\$12,000 00	
	Percent Complete to Date 100 00%	\$12,000.00	
	Previously Amount Invoiced	<u>(\$12,000 00)</u>	
	Total Amount Due This Invoice	\$0 00	\$0 00
V	<u>Resident Project Inspection</u>		
	Name of Subcontractor JNS Consulting Engineers, Inc		
	Total Amount Due this Invoice	\$0 00	\$0.00
	Total Amount Not to Exceed	\$40,000.00	
	Total Amount Authorized	\$0 00	
	Amount Invoiced to Date	\$0.00	
	Balance Remaining	\$0 00	
VI	<u>Construction Phase Services</u>		
	Name of Subcontractor JNS Consulting Engineers, Inc		
	Total Amount Due this Invoice	\$0 00	\$0 00
	Total Amount Not to Exceed	\$35,000 00	
	Total Amount Authorized	\$0 00	
	Amount Invoiced to Date	\$0.00	
	Balance Remaining	\$0 00	
VII.	<u>Traffic Impact Assessment</u>		
	Name of Subcontractor AIA Engineers, Ltd		
	Total Amount Due this Invoice	\$0.00	\$0 00

SEE PAGE 7 FOR TOTAL

Invoice No 0303-12

March 31, 2003

Page 6

Total Amount Not to Exceed	\$11,880.00
Total Amount Authorized	\$0.00
Amount Invoiced to Date	\$0 00
Balance Remaining	\$0 00

VIII Micro Fiche of Final Approved Drawings

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice	\$0.00	\$0 00
Total Amount Not to Exceed	\$1,000.00	
Total Amount Authorized	\$0 00	
Amount Invoiced to Date	\$0.00	
Balance Remaining	\$0 00	

IX Miscellaneous As Required

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice	\$0 00	\$0 00
Total Amount Not to Exceed	\$600 00	
Total Amount Authorized	\$0.00	
Amount Invoiced to Date	\$0 00	
Balance Remaining	\$0 00	

X Boundary Recovery and Topographic Survey \$1,950 00
the 1 3 Acre Area Proposed for use as the Storm
Water Detention Pond - Per Proposal dated 9/3/02

Percent Complete to Date	100.00%	\$1,950 00	
Previously Amount Invoiced		<u>(\$1,950 00)</u>	
Total Amount Due This Invoice	\$0 00		\$0.00

SEE PAGE 7 FOR TOTAL

Invoice No 0303-12
March 31, 2003
Page 7

XI Acquisition of all Required Easements - Per Proposal dated 9/3/02

Name of Subcontractor JNS Consulting Engineers, Inc

Total Amount Due this Invoice	\$0 00	\$0 00
Total Amount Not to Exceed	\$6,800 00	
Total Amount Authorized	\$0 00	
Amount Invoiced to Date	\$0 00	
Balance Remaining	\$0 00	

XIII Drill Two (2) 15-Foot Deep Borings

Name of Subcontractor Paradigm Consultants, Inc

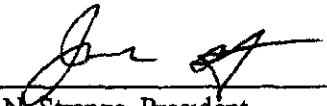
\$2,880 00	x	\$1 10	\$3,168 00	
Total Amount Due this Invoice			\$3,168 00	\$3,168 00
Total Amount Not to Exceed			\$3,168.00	
Total Amount Authorized			\$3,168.00	
Amount Invoiced to Date			\$3,168 00	
Balance Remaining			\$0 00	

TOTAL AMOUNT ADDITIONAL SERVICES **\$3,168.00**

Total Amount Additional Services	\$177,527 60
Total Amount Additional Services Authorized	\$29,247 60
Total Amount Invoiced to Date	\$13,835 10
Balance Remaining Authorized	\$15,412 50

TOTAL BASIC FEE, PRELIMINARY PHASE AND ADDITIONAL SERVICES DUE **\$13,612.19**

I certify this invoice to be true and correct

x 
Jon N. Strange, President

APPROVED


SEE PAGE 7 FOR TOTAL



AIA ENGINEERS, LTD.
CONSULTING ENGINEERS

1011 Highway 6 South, Suite 117
Houston, Texas 77077
Telephone (281) 493-4140
Fax (281) 493-2211
E-Mail: aia@aiainc.com

March 25, 2003

HW M
3/25/03
AS PER ORIGINAL

JNS Consulting Engineers, Inc.
17171 Park Row
Suite 160
Houston, TX 77084

INVOICE

AIA Project No. TX408-6
West Airport - Final Design

Contract Amount	\$ 11,984.46
Percent Completed	90%
Subtotal	\$ 10,786.01
Previously Invoiced	\$ 8,988.35
Total Due	\$ 1,797.66

Bridge Layout Contract -	\$ 6,420.35
Final Design Contract -	\$ 11,984.46
Total Contract -	\$ 18,404.81
Total Previously Invoiced-	\$ 15,408.70
Total for Final Design-	\$ 2,996.11

Please remit Total Due to: AIA Engineers, Ltd.
1011 Highway 6 South
Suite 117
Houston, Tx 77077

H:\txproj\txproj\TX408\Invoice\Invoice 6

Paradigm Consultants, Inc.

P.O. Box 73685

Houston, Texas 77273

713-686-6771

Fax 713-686-6795

Invoice

DATE	INVOICE #
2/10/2003	12158

HWM
2/20/03

BILL TO
JNS Inc Consulting Engineers 17171 Park Row, Suite 160 Houston, Texas 77084 Attn: Mr Harold W Mathena, P E

PROJECT DESCRIPTION
Detention Pond serving West Airport Blvd Roadway Improvements Fort Bend County, Texas

P O NO	TERMS	REP	BUDGET	PROJECT NO	INVOICE PERIOD
	Due on receipt	MJS	\$2,880 00	02-1161	January 2003
REPORT NO	DESCRIPTION		UNITS	RATE	AMOUNT
	Geotechnical Engineering Study (Lump sum)			2,880 00	2,880 00
	This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date Interest charges of 1-1/2 (1 5 %) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts				
Please remit PAYMENTS TO ABOVE ADDRESS along with a copy of this invoice Thank You!			Total \$2,880 00		

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

DATE SUBMITTED: 3/31/03

SUBMITTED BY: P. BATES (AGENDA COORDINATOR) AGENDA

COURT AGENDA DATE: 4/8/03

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

11-B

SUMMARY OF ITEM: APPROVE PAYMENT OF INVOICE NO. IN-6767 IN THE AMOUNT OF \$12,000.00 TO CLAUDE & MILLER, INC. FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES IN CONNECTION WITH ~~SEMPER PARVA ROAD~~, (FM 2234 TEXAS AVENUE TO STAFFORDSHIRE ROAD), ~~MOBILE HOME PROJECT #29~~, PCT. 2.

Modified: Scanlin Rd
Fund: 010-090-M03B-2000-4010

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

MAR 31 2003

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:



CLAUNCH & MILLER, INC.

Engineering Consultants

IN-6767

INVOICE FOR SERVICES

Client Fort Bend County Engineering Department DATE February 28, 2003
P O Box 1449
1124-52 Blume Road
Rosenberg, Texas 77471

Attn Mr Jesse Hegemier, P E. CMI Job No . 01-059

Description of Services

Professional engineering and design services in connection with the water and sewer utility extensions for Scanlin Road. Invoicing in accordance with contract dated January 14, 2003. Invoice No 1

<u>FEE</u>	<u>PERCENT COMPETE</u>	<u>TOTAL</u>
\$40,000 00	30%	\$12,000 00

Total Amount Due to Date \$12,000.00
Amount Previously Invoiced \$ 0.00
TOTAL AMOUNT DUE THIS INVOICE: \$12,000.00

APPROVED
[Signature]

Reviewed: *[Signature]*
Approved: *[Signature]*

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

DATE SUBMITTED: 4/1/03

SUBMITTED BY: P. BATTS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: ENGINEERING (043)

PHONE NO.: (281) 633-7507

COURT AGENDA DATE: 4/8/03

11 - C

SUMMARY OF ITEM: APPROVE PAYMENT OF PAY ESTIMATE NO.11 IN THE AMOUNT OF \$19,873.37 TO COBB, FENDLEY, & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RENDERED REGARDING THE WIDENING OF WEST BELLFORT AVENUE (ELDRIDGE TO STATE HIGHWAY 6), MOBILITY BOND PROJECT #7, PCT.3.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

COBB, FENDLEY, & ASSOCIATES, INC
5300 HOLLISTER, SUITE 400
HOUSTON, TEXAS 77040

March 27, 2003
Estimate No 11
CFA Invoice No 0215811

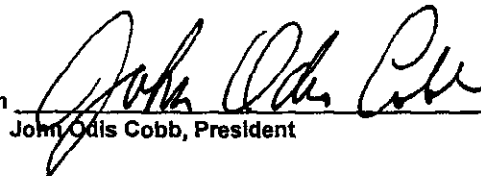
FT BEND COUNTY ENGINEERING
P O BOX 1449
ROSENBERG, TEXAS 77471

ATTN MR D JESSE HEGEMIER, P E

Cobb, Fendley & Associates Job No 0103-072-00
West Bellfort Roadway Improvement Project
Ft Bend County Engineering Ref No PC 04300001857

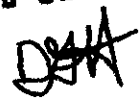
	PERCENT COMPLETE	CONTRACT AMOUNT	TOTAL TO DATE	PREVIOUS BILLINGS	TOTAL THIS INVOICE
<u>Preliminary Engineering Services</u>					
Preliminary Design	100 00%	\$56,602 90	\$56,602 90	\$56,602 90	\$0 00
Topographic Survey	100 00%	\$26,826 25	\$26,826 25	\$26,826 25	\$0 00
Right-of-Way Services	100 00%	\$845 00	\$845 00	\$845 00	\$0 00
Geotechnical Services	100 00%	\$25,009 05	\$25,009 05	\$25,009 05	\$0 00
Cultural Resources & Wetlands	100 00%	\$4,757 50	\$4,757 50	\$4,757 50	\$0 00
Environmental Services	100 00%	\$7,971 70	\$7,971 70	\$7,971 70	\$0 00
Traffic Counts & Signal Warrants	100 00%	\$9,284 00	\$9,284 00	\$9,284 00	\$0 00
<u>Final Design</u>					
Final Design	85 00%	\$66,598 91	\$56,609 07	\$37,678 20	\$18,930 87
<u>Additional Services</u>					
ESA Phase II - GET	100 00%	\$16,109 50	\$16,109 00	\$16,109 00	\$0 00
Topographic Survey - CFA	33 44%	\$6,222 50	\$2,080 50	\$2,080 50	\$0 00
Traffic Signal Design - Epsilon	49 09%	\$12,100 00	\$5,940 00	\$5,940 00	\$0 00
Appraisal Activity	3 84%	\$40,480 00	\$1,552 55	\$1,552 55	\$0 00
Prep Parcel Maps/Fld Survey - Kaluza	54 32%	\$18,480 00	\$10,037 50	\$10,037 50	\$0 00
ROW Acquisitin Activity - CFA	73 05%	\$27,100 00	\$19,796 75	\$18,854 25	\$942 50
		\$318,387 31	\$243,421 77	\$223,548 40	\$19,873 37
TOTAL THIS INVOICE:					<u>\$19,873.37</u>

Certification by firm


John Odie Cobb, President

03/31/03
Date

cc Mr David C Balmos, P E - Carter and Burgess

APPROVED


PLEASE INCLUDE CFA INVOICE NUMBER WITH PAYMENT

COBB FENDLEY AND ASSOCIATES, INC.

**PROGRESS REPORT #12
WEST BELLFORT IMPROVEMENTS
ELDRIDGE TO SH 6
MARCH 27, 2003
ESTIMATE NO. 11**

Work Completed

1. Continued coordination efforts with the City of Houston and Fort Bend County for inter-local agreement.
2. Completed acquisition of nine (10) parcels, agreements on eight (7) parcels, and still negotiating from the remaining two (2) parcels.

Work to be performed:

1. Continued negotiations with property owners for purchase or donation of right-of-way
2. Prepare closing documents for all right-of-way transactions.
3. Final plot of plans for 100% review

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project
PERPETUAL BOND

_____ \$ _____

Name: _____

PERFORMANCE BOND

_____ \$ _____

Name: _____

CASHIER'S CHECK

670734100 \$ 5,000.

Name: John & Tracy Hudek

RIDER TO BOND

_____ \$ _____

Name: _____

PERMIT NUMBER (name or location:

82510

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: John R Hudek

Address: 504 Sartartia Rd.

City/State/Zip: Sugarland, Tx. 77479

John Hudek

AGREED:


FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 4-8-03 # 110

DATE OF RETURN: _____

BY: Alvin Heman

DEPUTY COUNTY CLERK

P 14640	Hogue, Amanda Renee	1,464.24	0.00	1,464.24	0.00	1,464.24	0.00	1,464.24
P 14640	Hogue, Stephanie Lynn	1,464.24	0.00	1,464.24	0.00	1,464.24	0.00	1,464.24
P 17519	Hoker, Alexander	30,059.20	0.00	30,059.20	0.00	30,059.20	0.00	30,059.20
P 11724	Holcombe, Albert - BOND*	144.74	0.00	144.74	0.00	144.74	0.00	144.74
P 10737	Holton, Kenneth R - A Minor - BOND*	132.39	0.00	132.39	0.00	132.39	0.00	132.39
P 14593	Hornea, Mark - BOND*	1,235.20	0.00	1,235.20	0.00	1,235.20	0.00	1,235.20
P 12879	Hopkin, Taylor Nicole - BOND*	1,519.00	0.00	1,519.00	0.00	1,519.00	0.00	1,519.00
P 06729	Hopson, Gary Dean	137.58	0.00	137.58	0.00	137.58	0.00	137.58
# 82064	Horizon Resources, Inc.	538.23	0.00	538.23	0.00	538.23	0.00	538.23
P 82526	Horizon Resources, Inc.	5,066.00	0.00	5,066.00	0.00	5,066.00	0.00	5,066.00
P 08206	Hornbeck, Larry D. - BOND*	229.98	0.00	229.98	0.00	229.98	0.00	229.98
C 17791	Holroyd, M. Ethel	572.54	0.00	572.54	0.00	572.54	0.00	572.54
P 82580	Horizon Resources, Inc (dba Horizon Exp	5,034.82	0.00	5,034.82	0.00	5,034.82	0.00	5,034.82
C 17382	Howard, Rayburn G.	312.95	0.00	312.95	0.00	312.95	0.00	312.95
C 20776	Howell, Leah	5,142.41	0.00	5,142.41	0.00	5,142.41	0.00	5,142.41
# 82050	HSC Pipeline Partnership, L.P.	2,385.03	0.00	2,385.03	0.00	2,385.03	0.00	2,385.03
C 14623	Hubenak, Thelma B.	1,502.66	0.00	1,502.66	0.00	1,502.66	0.00	1,502.66
C 14626	Hubenak, Thelma B.	2,891.23	0.00	2,891.23	0.00	2,891.23	0.00	2,891.23
C 14624	Hubenak, Thelma B.	11,906.95	0.00	11,906.95	0.00	11,906.95	0.00	11,906.95
P 82510	Hudek, John R.	5,074.41	0.00	5,074.41	0.00	5,074.41	0.00	5,074.41
C 17111	Hudler, Clint	5,798.68	0.00	5,798.68	0.00	5,798.68	0.00	5,798.68
P 15686	Huff, Jewett E. - BOND*	101.49	0.00	101.49	0.00	101.49	0.00	101.49
C 16723	Humphrey, James Ross	2,629.54	0.00	2,629.54	0.00	2,629.54	0.00	2,629.54
C 18723	Humphrey, Tara Rose	10,837.01	0.00	10,837.01	0.00	10,837.01	0.00	10,837.01
P 07169	Hutcheson, James Edward - BOND*	136.17	0.00	136.17	0.00	136.17	0.00	136.17
P 16318	Hutton, Shawn Ashley - BOND*	527.58	0.00	527.58	0.00	527.58	0.00	527.58
C 11596	Hugh, Chris	5,972.26	0.00	5,972.26	0.00	5,972.26	0.00	5,972.26
C 12562	Ingram, David	9,394.01	0.00	9,394.01	0.00	9,394.01	0.00	9,394.01
P 07073+Ad	Invey, Ruben N. - BOND*	135.79	0.00	135.79	0.00	135.79	0.00	135.79
P 15733	Jackson, Johnnie Marie - BOND*	113.46	0.00	113.46	0.00	113.46	0.00	113.46
P 08825	Jackson, Sharon - BOND*	111.33	0.00	111.33	0.00	111.33	0.00	111.33
C 22460	Jeffries, Bruce - BOND*	4,504.58	0.00	4,504.58	0.00	4,504.58	0.00	4,504.58
P 15032	Jennings, Shannon Nicole	421,026.02	0.00	421,026.02	0.00	421,026.02	0.00	421,026.02
P 17077	Jimenez, Jean Joseph - BOND*	101.16	0.00	101.16	0.00	101.16	0.00	101.16
# 81861	Jim Elam/Mohammed Dean	2,534.84	0.00	2,534.84	0.00	2,534.84	0.00	2,534.84
P 09422	Johnson, Carol R - BOND*	111.86	0.00	111.86	0.00	111.86	0.00	111.86
C 21278	Johnson, Darniaquin	1,691.70	0.00	1,691.70	0.00	1,691.70	0.00	1,691.70
C 09795	Johnson, Harry	1,451.18	0.00	1,451.18	0.00	1,451.18	0.00	1,451.18

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

Account Information

Local Government Investment Cooperative

Customer Account Transaction System

4/11/2003

ACH Withdrawal for Settlement Date 4/14/2003

Please Print this Page for Your Records

You have made an ACH Withdrawal

for Trade Date: 4/11/2003

for \$5,074 41

Account:01 - GENERAL FUND

effective 4/14/2003

Confirmation Number: 9041103102442[Transaction Menu](#)

LOGIC

1201 Elm Suite 3500**Dallas TX 75270****1-800-TX-LOGIC****(895-6442)****E-Mail: info@logic.org**[HOME](#)[Rate Information](#) | [Enrollment Forms](#) | [Operating Policies](#) | [Account Information](#)[What is LOGIC?](#) | [Links](#) | [Questions](#) | [Register](#) | [Downloads](#)Created by [SWS Technologies](#)

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FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR WITHDRAWALS

DATE: APRIL 14, 2003

TO: LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: ~~281-341-4520~~ 281-341-8697

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

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

CAUSE#	ACCOUNT NAME	AMOUNT
P#82510	JOHN R. HUDEK	\$5,074.41

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

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

CONFIRMATION NUMBER 9041103102442 DATE 04/14/2003

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

Disbursement Worksheet

Permit #82510

Case Style: John R. Hudek

Current Ending Total in Logic	\$5,074.41
Deposit	\$5,000.00
Deposit	
Deposit	
TOTAL INTEREST ACCRUED	\$74.41

Total Interest	\$74.41
X 10%	10%
Administration Fee to the County Clerk	\$7.44

Current Ending Total in Logic	\$5,074.41
Less Administration Fee	\$7.44
TOTAL FUNDS TO :	\$5,066.97

Total Interest	\$74.41
Less Administration Fee	\$7.44
1099 Interest if applicable	\$66.97

Administration fee	\$7.44	CK# 2481
Funds to Customer: John R. Hudek	\$5,066.97	CK# 2482
Current Ending Total in Logic	\$5,074.41	

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

FORT BEND COUNTY CLERK

REGISTRY FUND
COUNTY COURTHOUSE
RICHMOND, TX 77469

2481

APRIL 14 20 03

PAY TO THE ORDER OF **DIANNE WILSON, COUNTY CLERK**

\$ 7.44

DOLLARS

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

ADMINISTRATION FEE PERMIT #82510
JOHN R. HUDEK RE: SARTARTIA ROAD
COMMISSIONERS COURT ORDERED TO RELEASE
FUNDS ON 4/08/03 ITEM #11D

TRUST FUND
DIANNE WILSON, COUNTY CLERK OFFICER

BY: Patsy Kubecka COUNTY AUDITOR

⑈002481⑈ ⑆113015267⑆ 220 7036⑈

THE REVERSE SIDE OF THIS DOCUMENT HAS A SECURITY SCREEN.

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

FORT BEND COUNTY CLERK

REGISTRY FUND
COUNTY COURTHOUSE
RICHMOND, TX 77469

2482

APRIL 14 20 03

PAY TO THE ORDER OF **JOHN R. HUDEK**

\$ 5,066.97

DOLLARS

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

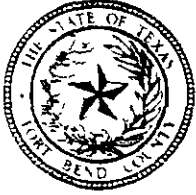
COMMISSIONERS COURT ORDERED TO RELEASE FUNDS
ON 4/08/03 ITEM #11D
PERMIT #82510 RE: SARTARTIA ROAD

TRUST FUND
DIANNE WILSON, COUNTY CLERK OFFICER

BY: Patsy Kubecka COUNTY AUDITOR

⑈002482⑈ ⑆113015267⑆ 220 7036⑈

THE REVERSE SIDE OF THIS DOCUMENT HAS A SECURITY SCREEN.



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

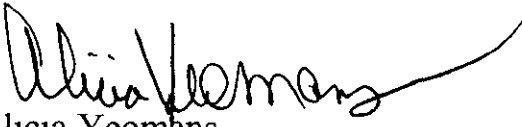
April 14, 2003

NOTIFICATION OF RELEASE OF SECURITY

A release order has been issued by the Fort Bend County Commissioners Court for completion of work by John R. Hudek, Permit 82510 for work on Sartartia Road. Enclosed is a check in the amount of \$5,066 97 to be released to:

John R. Hudek
504 Sartartia Road
Sugar Land, Texas 77479

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


Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering Department

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8 day of April, 20 03, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Clearwater Utilities, Inc.
 Job Location Brazos Terrace
 Dated 3-26-03 Bond No. 6206509, Permit No. 82613
 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 Patterson, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

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

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

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

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

Clerk of Commissioners Court
 By [Signature]
 Deputy

Engineering Department

1124 Blume Rd
Phone (281)342-3039

PERMIT NO. **082613**

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

AUTHORIZED

BOND NO 6206509 RE Canyon Gate at the Brazos Section 11

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

THAT WE, Clearwater Utilities, Inc whose address is 22803 Schiel Road, Cypress, Texas, 77433 hereinafter called the Principal, and Safeco Insurance Company of America, a Corporation existing under and by virtue of the laws of the State of Washington and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at SAFECO Plaza, Seattle, Washington 98185, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Beverly Trimble, Allied North America Corp of Texas and whose address is 12770 Coit Road, Suite 750 - Dallas, Texas 75251, hereinafter called the Surety, and held and firmly bound unto, Robert E Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Five Thousand and No/100-----Dollars (\$5,000 00-----) current, lawful money of the United States of America, to be paid to said Robert E Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents

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

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

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

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

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

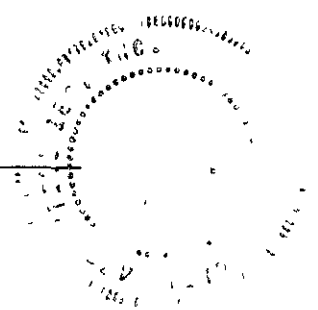
EXECUTED this 18th day of March, 2003

Clearwater Utilities, Inc
PRINCIPAL

BY *Alan Wright* V-P

Safeco Insurance Company of America
SURETY

BY *Beverly Trimble*
Beverly Trimble, Attorney-in-Fact



pm: 4-8-03 #11E
Return to: Alicia

**IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING
THE TERRORISM RISK INSURANCE ACT OF 2002**

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of America, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance" This means that under certain circumstances we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism Losses on some or all of your bonds may be subject to this cap

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond or any generally applicable rules of law

At this time there is no premium change resulting from this Act



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE SAFECO PLAZA
SEATTLE WASHINGTON 98185

No 12419

KNOW ALL BY THESE PRESENTS

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation does each hereby appoint

*****L RAY PITTS, JR RICHARD M ABBOTT SCOTT J NISSEN BEVERLY TRIMBLE STEVE RAUCH Dallas Texas*****

its true and lawful attorney(s)-in-fact with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 15th day of July, 2002

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA

"Article V Section 13 - FIDELITY AND SURETY BONDS the President, any Vice President, the Secretary and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile On any instrument conferring such authority or on any bond or undertaking of the company the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking "

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof "

I Christine Mead Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of March, 2003



CHRISTINE MEAD, SECRETARY

**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 13002
 PERMIT No. 82613 PCT No. 1
 BOND No. 6206509

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored Jacked, Driven Case
1) Brazos Terrace	20' S of Tegen Hill	60'	✓

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
2) Brazos Terrace	180' N of Tegen Hill Dr	8" WL T&V	
3) Brazos Terrace	390' N of Tegen Hill Dr	6" WL T&V	

General Description

- 1) Race under Brazos Terrace to connect to existing Sanitary manhole
 2+3) Two T&V's to connect to existing waterline on the west side Brazos Terrace in the R.R.

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 Cleanwater Utilities Inc.
 AGENT and/or OWNER

Alan Waight
 (Signature)

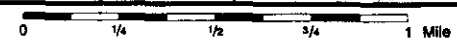
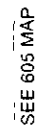
NAME & TITLE Alan Waight V-P
 (Please Print)

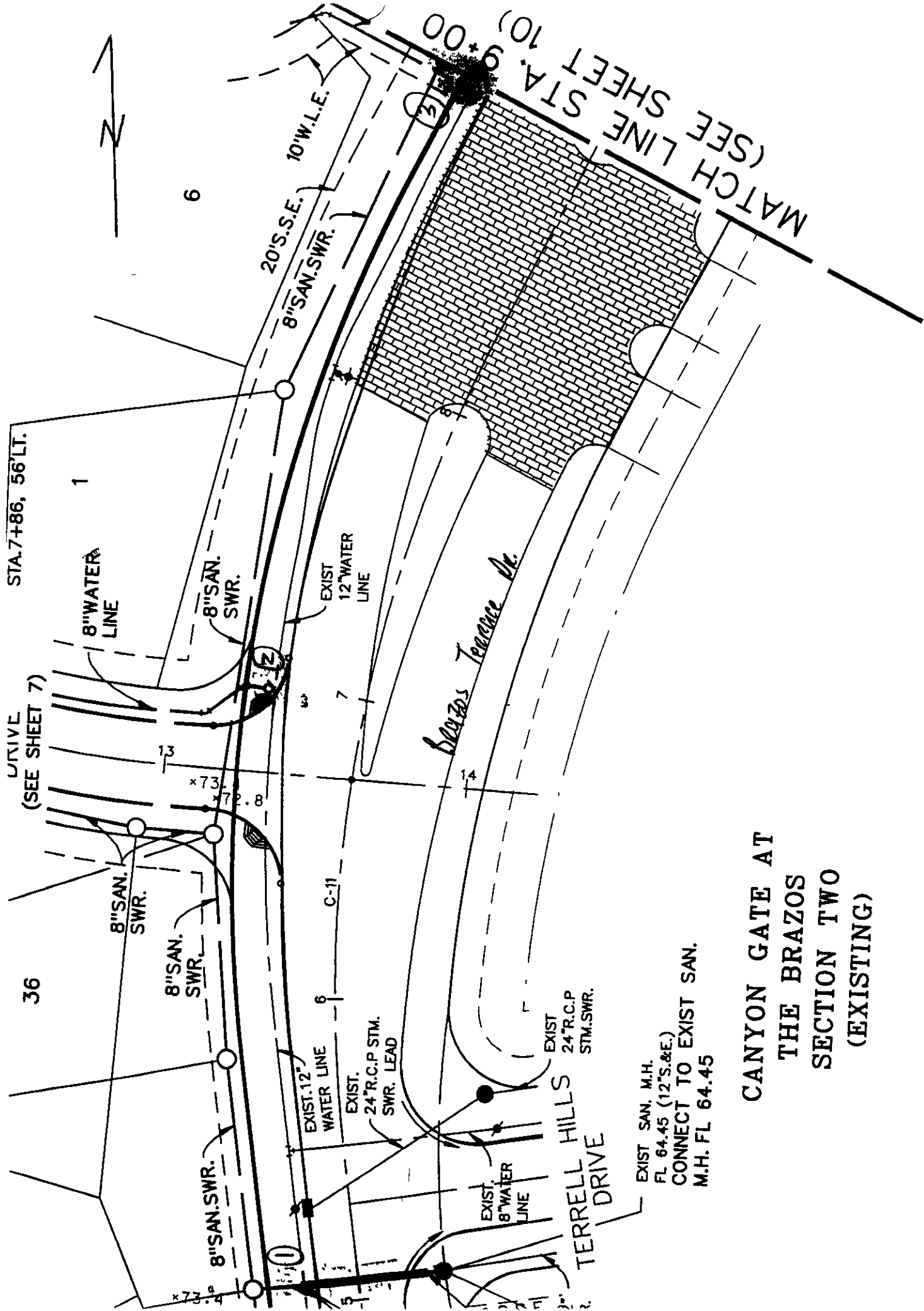
DATE 3/18/03

ADDRESS 22803 Schiel Road
 (Street/P. O. Box)

Cypress TX 77423
 City State Zip

TELEPHONE NO. 281-373-0367
 (ACCESSIBLE 24 hrs/day, 7 days/week)





CANYON GATE AT
 THE BRAZOS
 SECTION TWO
 (EXISTING)

EXIST SAN. M.H.
 FL 64.45 (12"S.&E.)
 CONNECT TO EXIST SAN.
 M.H. FL 64.45

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

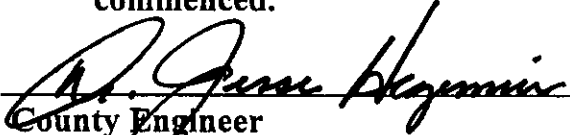
On this 8 day of April, 20 03, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Ray Smith Construction, Inc.
Job Location Summer Park Drive
Dated 3-31-03 Bond No. 61BSBBZ 7113, Permit No. 82615
to make use of certain Fort Bend County property 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 PATTERSON, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

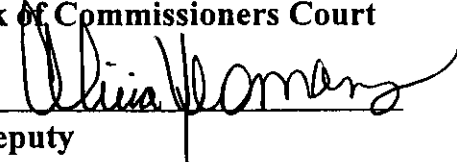
1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a) 48 hours in advance of construction start up, and
 - b) When construction is completed and ready for final inspection

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

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

By 
County Engineer
By NA
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

082615

PERMIT NO _____

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

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

- (2) Bond. _____
- _____ District Attorney, approval when applicable
- _____ Perpetual bond currently posted
- _____ No _____
- _____ Amount _____
- Performance bond submitted.
- _____ No 61BSBBZ 7113
- _____ Amount \$5,000
- _____ Cashier's Check.
- _____ No. _____
- _____ Amount _____

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

_____ Precinct Engineer Acknowledgement

_____ Date

_____ Precinct Commissioner Acknowledgement

_____ Date

- (4) _____
- _____ Drainage District Approval when applicable.

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

Johnny Ortega
Johnny Ortega CFM/ Permit Administrator

3/31/03
Date

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

BOND NO. 61BSBBZ7113

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

THAT WE, RAY SMITH CONSTRUCTION, INC whose address is 11228 East Hardy Rd., Houston, TX 77093, hereinafter called the Principal, and The Hartford Fire Insurance Company, a Corporation existing under and by virtue of the laws of the State of Connecticut and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at Hartford Plaza, Hartford, CT 06115, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Jim Miller and whose address is 785 Greens Parkway, Ste 200, Houston, TX 77067, 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 FIVE THOUSAND AND NO/100 ----- Dollars (\$5,000 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

CCM: 4-803 #11F
Return to: Alicia

EXECUTED this 28TH day of MARCH, 2003

RAY SMITH CONSTRUCTION, INC

PRINCIPAL

BY *James L. Walter*

THE HARTFORD FIRE INSURANCE COMPANY
SURETY

BY *Lawrence L Rhodes*
LAWRENCE L RHODES, Attorney in Fact

POWER OF ATTORNEY

THE HARTFORD

HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

☒ Hartford Fire Insurance Company	☐ Twin City Fire Insurance Company
☒ Hartford Casualty Insurance Company	☐ Hartford Insurance Company of Illinois
☒ Hartford Accident and Indemnity Company	☐ Hartford Insurance Company of the Midwest
☐ Hartford Underwriters Insurance Company	☐ Hartford Insurance Company of the Southeast

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut, *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois, *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana, and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida, having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Lawrence L. Rhodes, Marshall Schoth, Julie L. Collette, Jennifer Coleman, T J. Burnett III, Sheila Fink, Vicki R. Pearce
of
Houston, TX

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss Hartford

On this 25th day of October, 2002, before me personally came Colleen Mastroianni, to me known, who being by me duly sworn, did depose and say that she resides in the County of Hartford, State of Connecticut, that she is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument, that she knows the seals of the said corporations, that the seals affixed to the said instrument are such corporate seals, that they were so affixed by authority of the Boards of Directors of said corporations and that she signed her name thereto by like authority



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

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

Signed and sealed at the City of Hartford



Yves Cantin

Yves Cantin, Assistant Vice President

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. 92615 PCT. No. 2
BOND No. 61BSBBZ7113

C

Formal notice is hereby given that Ray Smith Construction, 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
N/A	: 35' S of Ave E	: N/A	: 8" Wet Connect
N/A	: 520' S of Ave E	: N/A	: Tie 30" to Ex. Storm Sewer MH
N/A	540' E of DE of Summer Park	N/A	: Tie 10" to Ex. Sanitary Swr. MH

Along Roads and/or Drainage Ditches

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

General Description

Connect water, storm and sanitary to serve Summer Park Drive extension

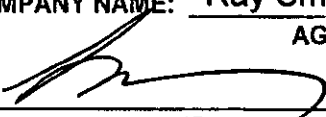
The Location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or 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: Ray Smith Construction, Inc.
AGENT and/or OWNER


(Signature)

NAME & TITLE: Les Messer, Project Manager
(Please Print)

DATE: March 27, 2003

ADDRESS: 11228 East Hardy Rd.
(Street/P.O. Box)

Houston, TX 77093
City State Zip

TELEPHONE NO. 281-330-0114
(accessible 24 hrs/day, 7 days/week)

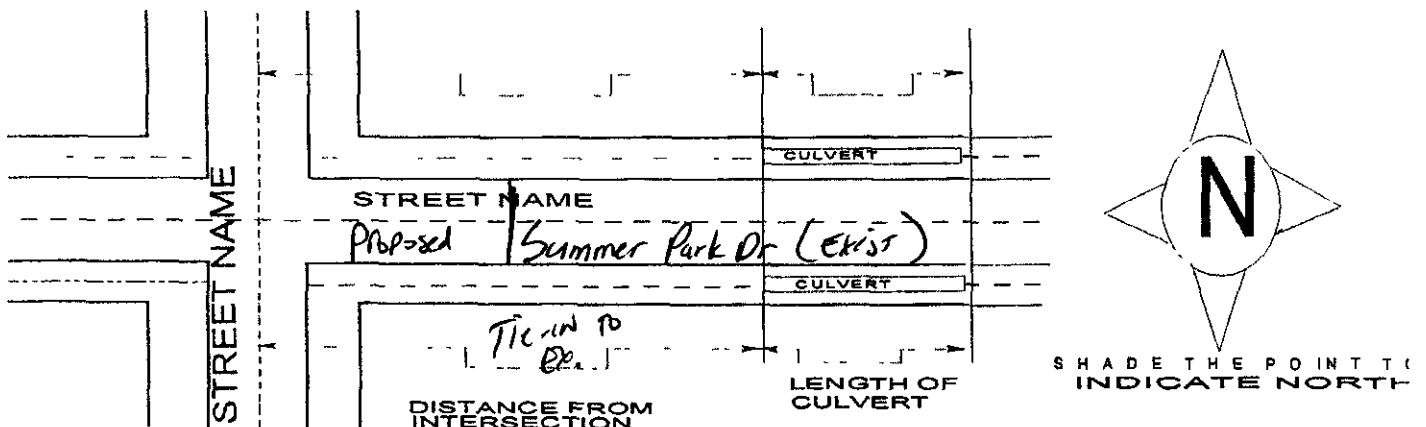
BEND COUNTY ENGINEERING DEPARTMENT - PERMIT SECTION
P. O. BOX 1449 • 1124 Blume Road
Rosenberg, Texas 77471
Phone (281)342-3039 • Fax (281) 342-7366

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

DRIVEWAY AND/OR CULVERT
APPLICATION FORM

APPLICANT NO. _____
County Use Only

- 1 Location of Driveway and/or Culvert _____
(Street Address) (HL&P Address if available)
- Subdivision Name _____ Sec _____ Blk _____ Lot _____
- 2 Applicant Name Ray Smith Construction, Inc Phone 281-219-0663
- Mailing Address 11228 East Hardy Rd City Houston Zip 77093
- 3 Site Use () Single Family Dwelling () Other than Single Family Dwelling () Agricultural
4. Proposed Construction. () Driveway-Curb & Gutter Section () Driveway with Culvert-Open ditch section () Culvert Only
5. INDICATE BELOW THE LOCATION OF THE DRIVEWAY AND/OR CULVERT FROM THE NEAREST STREET INTERSECTION.



- 6 If the permit applicant is a corporation, partnership or other legal entity other than a natural person, state the name of the one or more persons who will be responsible to Commissioners' Court to see that all provisions of the Driveway and/or Culvert Permit will be in compliance.

Name (s) _____

- 7 The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions to the permit and any other written material incorporated by reference in this application.

SIGNATURE of Applicant, Agent or Attorney _____ Date 3/28/07

For County Use Only

Driveway Requirements _____

Culver Requirements. Length _____ Diameter & Type _____ Size By _____ Date _____

Code	Bldg Type	Ct	Pct	Phone	Dev Permit	Notes	Planckr	App	Data Entry

Key Map Location _____ Inspection District _____ Permit Fee \$ _____

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8 day of April, 20 03, before the
 Fort Bend County Commissioners Court came on to be heard and reviewed the
 accompanying notice of Cypress E:P Corporation
 Job Location Randon School
 Dated 3-27-03 ^{Cashier ch} ~~Bond~~ No. 4866510355, Permit No. 82614

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

Notes:

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

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

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

By [Signature]
 County Engineer

By N/A
 Drainage District Engineer/Manager

Presented to Commissioners Court
 and approved.

Recorded in Volume ____
 Minutes of Commissioners Court.

Clerk of Commissioners Court

By [Signature]
 Deputy

Revised 12/22/99

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK THE FRONT OF THE DOCUMENT HAS A MICRO PRINT SIGNATURE LINE ABSENCE OF THESE FEATURES WILL INDICATE A COPY



Compass Bank

CASHIER'S CHECK

THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE A LOST OR STOLEN OFFICIAL CHECK CAN BE REPLACED

22 1676
960

1130

P O Box 4444
Houston Texas 77210-4444

4866510355

****Cypress E&P Corporation****
REMITTER

Date 03-22-03

CC 21369

PAY

THE SUM OF \$2,000dols 00cts

****2,000.00****

TO

*****Fort Bend County*****

VOID OVER \$2,000.00

THE

ORDER

OF

VG

(Signature)

AUTHORIZED SIGNATURE
ISSUER ACCEPTS AS DRAWER/DRAWEE

PAYABLE THROUGH
US BANK ST PAUL MN

⑆096016765⑆00486 65103552⑈

FOR CLEAR COPY, PRESS FIRMLY

DATE April 11, 2003

CURRENCY	DOLLARS	CENTS
COINS		
CHECKS DEPOSITED		
CASH ON HAND	2,000	00
CASH IN TRANSIT	10,355	
CYRESS		
ELF Corporation		
Permit		
82614		
CCM:		
4-8-83		
Re:		
RANDEN School		
TOTAL	2,000	00

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.

TOTAL
ITEMS

CHECKS AND OTHER ITEMS
ARE RECEIVED FOR DEPOSIT
SUBJECT TO THE PROVISIONS
OF THE UNIFORM COMMERCIAL
CODE ON ANY APPLICABLE
COLLECTION AGREEMENT
DEPOSITS MAY NOT BE AVAIL-
ABLE FOR IMMEDIATE WITH-
DRAWAL.

**FORT BEND COUNTY CLERK
REGISTRY FUND
301 JACKSON
RICHMOND TX 77486-3168**

**Southern
National
Bank
of Texas**

14800 Southwest Freeway
Sugar Land, Texas 77478
281-298-7200

\$

200000

14130152671

220 703611

009



Southern National Bank

of Texas
SOUTHERN NATIONAL BANK OF TEXAS
1018 17204/14/03 1001:36 PM
DDA Deposit
Acct# 2207036 \$2,000.00

Member
F.D.I.C.



THIS IS YOUR RECEIPT BANK
SYMBOL, TRANSACTION NUMBER,
DATE AND AMOUNT OF DEPOSIT

NOTE:

DEPOSITS MADE AFTER 2:00 P.M.
OR ON SATURDAY MAY BE PROCESSED
THE FOLLOWING BUSINESS DAY

See us online at www.snbtx.com.

ALL ITEMS RECEIVED SUBJECT TO CONDITIONS AND TERMS STATED ON SIGNATURE CARDS CURRENTLY USED

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

Account Information

Local Government Investment Cooperative

Customer Account Transaction System

4/15/2003

ACH Deposit for Settlement Date 4/16/2003

Please Print this Page for Your Records

You have made an ACH Deposit

for Trade Date. 4/15/2003

for \$2,000.00

Account: 01 - GENERAL FUND

effective 4/16/2003

Confirmation Number: 1041503094137[Transaction Menu](#)

LOGIC

1201 Elm Suite 3500

Dallas TX 75270

1-800-TX-LOGIC

(895-6442)

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

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FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR **DEPOSITS**

DATE: APRIL 15, 2003

TO: LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: ~~XXXXXXX~~ 281-341-8697

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

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

CAUSE#	ACCOUNT NAME	AMOUNT
LETTER DATED 03/21/03	CYPRESS E & P CORPORATION	\$10,000.00
PERMIT #82614	CYPRESS E & P CORPORATION	\$2,000.00

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

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

LETTER DATED 03/21/03 CONFIRMATION #8041503094057 04/16/2003

PERMIT #82614 CONFIRMATION #1041503094137 04/16/2003

CONFIRMATION NUMBER _____ DATE _____

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

DEPOSIT

PERMIT # 82614

STYLE: Cypress E & P Corporation

NAME PUT INTO LOGIC AS: Cypress E & P Corporation

DEPOSIT AMOUNT: \$2,000 00

DATE RECEIVED: 4/8/2003

DATE TRANSFERRED TO LOGIC: 4/16/2003

COUNTY OF FORT BEND

Engineering Department

P O Box 1449
Rosenberg, TX 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Rd
Phone (281)342-3039

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

PERMIT NO. **032614**

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 **4866510355**
 - ☐ Amount **\$2,000.**

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

Precinct Engineer Acknowledgement

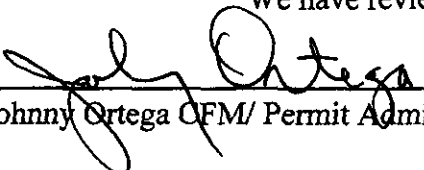
Date

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

3/27/03
Date

FORT BEND COUNTY ENGINEERING DEPARTMENT - PERMIT SECTION
P O. BOX 1149 • 1124 Blume Road
Rosenberg, Texas 77471
Phone (281)342-3039 • Fax (281) 342-7366

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

DRIVEWAY AND/OR CULVERT
APPLICATION FORM

APPLICATION NO 82614
County Use Only

1 Location of Driveway and/or Culvert NORTH SIDE OF RANDON SCHOOL RD.
(Street Address) (H.L. & P. Address if available)

Subdivision Name B.B.B. & C. RR. CO. SURVEY - ABSTRACT Lot 138

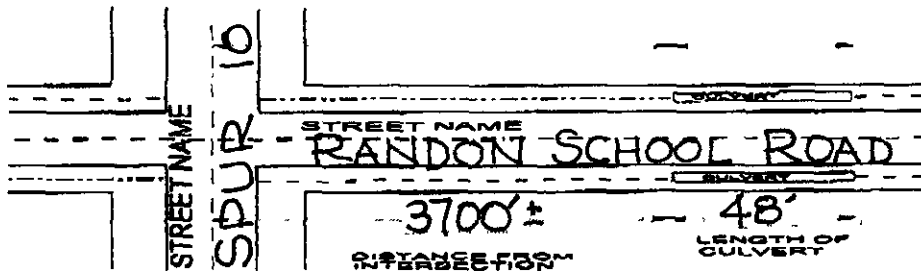
2 Applicant Name CYPRESS E&P CORP. Phone 281-955-8595

Mailing Address 12777 JONES RD. - STE. 335 City HOUSTON Zip 77070

3 Site Use () Single Family Dwelling ☒ Other than Single Family Dwelling () Agricultural

4 Proposed Construction () Driveway - Curb & Gutter Section ☒ Driveway with Culvert - open ditch section () Culvert Only

5. INDICATE BELOW THE LOCATION OF THE DRIVEWAY AND/OR CULVERT FROM THE NEAREST STREET INTERSECTION



SHADE THE POINT TO INDICATE NORTH

6 If the permit applicant is a corporation, partnership or other legal entity other than a natural person, state the name of the one or more persons who will be responsible to Commissioners' Court to see that all provisions of the Driveway and/or Culvert Permit will be in compliance

Name(s) GREG SALVO OR DON PFAU

7 The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.

SIGNATURE of Applicant, Agent or Attorney Donald J. Pfauf Date 03/21/03

For County Use Only
Driveway Requirements _____

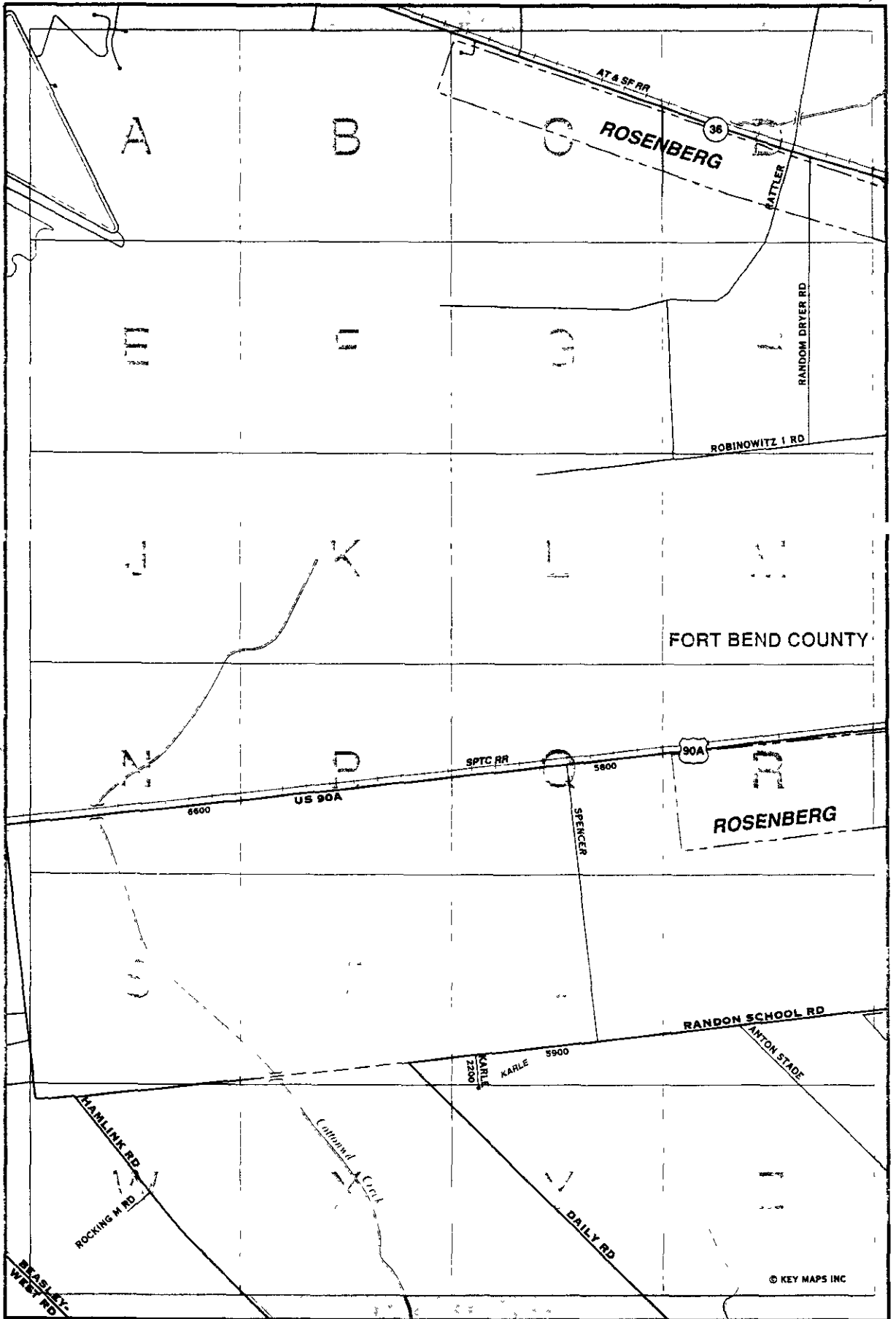
Culvert Requirements Length _____ Diameter & Type _____ Sized By _____ Date _____

Code	Bldg Type	Ct	Pct	Phone	Dev Permit	Notes	Planckr	App	Data Entry

Key Map Location _____ Inspection District _____ Permit Fee \$ 150.00



SEE 601 MAP



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

DATE SUBMITTED: 3/27/03

SUBMITTED BY: P. BATTIS (AGENDA COORDINATOR) AGENDA

DEPARTMENT: ENGINEERING

PHONE NO.: (281) 633-7507

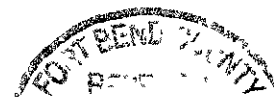
11 - H

COURT AGENDA DATE: 4/8/03

SUMMARY OF ITEM: APPROVE FINAL INSPECTION OF THE ROADS FOR THE CINCO RANCH WEST, SECTION 1.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:



MAR 27 2003

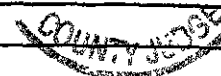
FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()



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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

3SM006964 \$ 283,750.00

Name: P=Westbrook Cinco West, L.P. S=American Motorists Ins. Co.

BOND RIDER

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):

CINCO RANCH WEST, SECTION 1

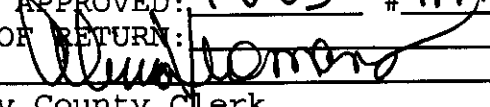
RELEASE DOCUMENT(S) TO THE FOLLOWING:

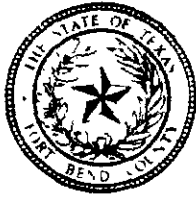
Ms. Roxanna Weishuhn
Terrabrook
10788 Kempwood Drive
Houston, Texas 77043

AGREED:


PORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-8-03 # 11H
DATE OF RETURN: _____
BY: 
Deputy County Clerk



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D Jesse Hegemier
County Engineer
March 26, 2003

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

RE: Cinco Ranch West, Section 1

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:

Knights Glen Lane	207.83 LF
Browndale Court	511.64 LF
Southford Manor Lane	1,418.56 LF
Overby Park Lane	661.17 LF
Allingham Lane	660.02 LF
Thornsby Court	108.69 LF
Finbury Lane	331.25 LF
Collinford Court	225.61 LF
Banning Point Court	<u>969.64 LF</u>
TOTAL.	5,094.41 LF

The current bond is # 3SM006964 in the amount of \$ 283,750.00. Release bond to:
Ms. Roxanna Weishuhn
Terrabrook
10788 Kempwood Drive
Houston, Texas 77043

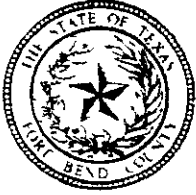
If you should have any questions or need additional information please feel free to call

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc. Mr. Curtis Villarreal, Turner Collie & Braden, Inc.
Mr. Louis Evans, Terrabrook
Mr. Richard Albrecht, Turner, Collie & Braden, Inc.
Mr. Phillip Hassell, Hassell Construction Company, Inc.
Mr. Roby Tate, FBC Road & Bridge
Mr. Scott Weighat, 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

April 14, 2003

NOTIFICATION OF RELEASE OF BOND

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

BOND#	3SM006964	\$283,750.00
SUBDIVISION	Cinco Ranch West Section One	
PRINCIPAL	Westbrook Cinco West, L P	
SURETY	American Motorists Insurance Company	
RELEASE TO	Ms. Roxanna Weishuhn Terrabrook 10788 Kempwood Drive Houston, Texas 77043	

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 a horizontal line.

Alicia Yeomans
County Clerk's Office

cc Mary Jane Sowa, Fort Bend County Engineering

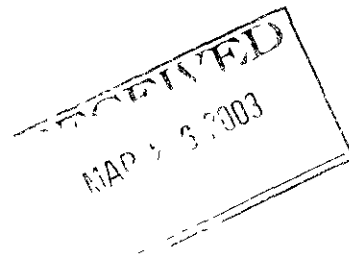
CYPRESS

Cypress E&P Corporation

111

March 21, 2003

Permit Administrator
Fort Bend County Engineering
P O. Box 1449
Rosenberg, Texas 77471-1449
Attn. Mr. Gene Freund



Subject Use of Fort Bend County Roads
During Planned Drilling Operations

Gentlemen

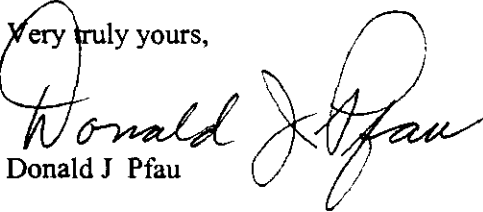
Cypress E&P Corporation (Cypress) proposes to cause the drilling of an exploratory well in search of oil or gas on lands owned by Robert and Paul Rosenbaum and located in the B B B & C RR Co Survey, Abstract-138, in Fort Bend County, Texas. The drilling rig and materials necessary to drill this well would be transported to the planned location via the portion of Randon School Road extending westerly from its intersection with Texas Spur 10 approximately 3700 feet to the entrance to the Robert and Paul Rosenbaum properties. A permit for the above-described use of Randon School Road is hereby respectfully requested effective April 12, 2003. A permit to install a culvert and driveway for entry to the Rosenbaum properties is being requested by a separate letter and application.

It is further proposed by Cypress that, in lieu of a surety bond to be held on behalf of Fort Bend County, that the attached Cashier's Check in the amount of \$10,000.00 be accepted by the appropriate authority and held as a surety deposit. This deposit would be to ensure the repair of any damage caused by the operation of any vehicles traversing the subject road in conjunction with the planned drilling project.

Cypress understands that the \$10,000.00 so deposited would not be returned until the Commissioners' Court of Fort Bend County is duly satisfied that any such damage resulting from the planned drilling has been repaired, or that none occurred. It is also understood and accepted hereby that the amount of deposit tendered does not limit liability in the event that this drilling activity causes damage exceeding said deposit.

Your assistance in the handling of this proposal for consideration of approval is earnestly requested and would be greatly appreciated. Please advise if any further information is required.

Very truly yours,


Donald J. Pfau

Attachment

FortBendCoRoadUseRosenbaum#1-032103

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



Compass Bank

1130

P.O. Box 4444
Houston, Texas 77210-4444

CASHIER'S CHECK

THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE A LOST OR STOLEN OFFICIAL CHECK CAN BE REPLACED

22.1676
960

4866510354

****Cypress E&P Corporation****
REMITTER

Date 03-22-03

CC 21369

PAY

THE SUM OF \$10,000dols 00cts

****10,000.00****

TO
THE
ORDER
OF

*****Fort Bend County*****

VG

VOID OVER \$10,000.00

Cypress

AUTHORIZED SIGNATURE
ISSUER ACCEPTS AS DRAWER/DRAWEE

PAYABLE THROUGH
US BANK ST PAUL MN

⑆096016765⑆00486 65103543⑈

ORDER

DEPOSIT TICKET

FOR CLEAR COPY, PRESS FINELY

DATE April 11, 2003

	CURRENCY	DOLLARS	CENTS
1	CASH	10,000	00
2	CHECKS		
3	COINS		
4	OTHER		
5	EXPENSE		
6	DISCOUNT		
7	INTEREST		
8	FEES		
9	SALES TAX		
10	STAMP		
11	STAMP		
12	STAMP		
13	STAMP		
14	STAMP		
15	STAMP		
16	STAMP		
17	STAMP		
18	STAMP		
19	STAMP		
20	STAMP		
21	STAMP		
22	STAMP		
23	STAMP		
24	STAMP		
25	STAMP		
26	STAMP		
27	STAMP		
28	STAMP		
TOTAL		10,000	00

TOTAL
ITEMS

CHECKS AND OTHER ITEMS
ARE RECEIVED FOR DEPOSIT
SUBJECT TO THE PROVISIONS
OF THE UNIFORM COMMERCIAL
CODE OR ANY APPLICABLE
COLLECTION AGREEMENT.
DEPOSITS MAY NOT BE AVAIL-
ABLE FOR IMMEDIATE WITH-
DRAWAL.

FORT BEND COUNTY CLERK
REGISTRY FUND
301 JACKSON
RICHMOND TX 77468-3108

Southern
National
Bank
of Texas

14000 Southwest Freeway
Sugar Land, Texas 77478
281-266-7900

\$



1130152671

220 703611

009



Southern National Bank

Member
F.D.I.C.



THIS IS YOUR RECEIPT BANK
SYMBOL, TRANSACTION NUMBER,
DATE AND AMOUNT OF DEPOSIT

SOUTHERN NATIONAL BANK OF TEXAS
1018 17304/14/03 TO 01:37 PM
DDA Deposit \$10,000.00
Acct# 2207036

NOTE:

DEPOSITS MADE AFTER 2:00 P.M.
ON ON SATURDAY MAY BE PROCESSED
THE FOLLOWING BUSINESS DAY

See us online at www.snbtx.com.

ALL ITEMS RECEIVED SUBJECT TO CONDITIONS AND TERMS STATED ON SIGNATURE CARDS CURRENTLY USED

No 3571 P. 1

SOU 3.50PM 2003

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

Account Information

Local Government Investment Cooperative

Customer Account Transaction System

4/15/2003

ACH Deposit for Settlement Date: 4/16/2003

Please Print this Page for Your Records

You have made an ACH Deposit

for Trade Date: 4/15/2003

for \$10,000 00

Account:01 - GENERAL FUND

effective 4/16/2003

Confirmation Number: 8041503094057[Transaction Menu](#)

LOGIC

1201 Elm Suite 3500**Dallas TX 75270****1-800-TX-LOGIC****(895-6442)****E-Mail: info@logic.org**[HOME](#)[Rate Information](#) | [Enrollment Forms](#) | [Operating Policies](#) | [Account Information](#)[What is LOGIC?](#) | [Links](#) | [Questions](#) | [Register](#) | [Downloads](#)Created by [SWS Technologies](#)

© 1998-99



FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR **DEPOSITS**

DATE. APRIL 15, 2003

TO: LOGIC

FROM. FORT BEND COUNTY CLERK

FAX NO.: ~~XXXXXXXXXX~~ 281-341-8697

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

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

CAUSE#	ACCOUNT NAME	AMOUNT
LETTER DATED 03/21/03	CYPRESS E & P CORPORATION	\$10,000.00
PERMIT #82614	CYPRESS E & P CORPORATION	\$2,000.00

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

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

LETTER DATED 03/21/03 CONFIRMATION #8041503094057 04/16/2003

PERMIT #82614 CONFIRMATION #1041503094137 04/16/2003

CONFIRMATION NUMBER _____ DATE _____

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

DEPOSIT

PERMIT # Letter dated March 21st, 2003

STYLE: Cypress E & P Corporation

NAME PUT INTO LOGIC AS: Cypress E & P Corporation

DEPOSIT AMOUNT: \$10,000.00

DATE RECEIVED: 4/8/2003

DATE TRANSFERRED TO LOGIC: 4/16/2003

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

DATE SUBMITTED	<u>March 31, 2003</u>	SUBMITTED BY	<u>Linda Barnes</u>	AGENDA ITEM # <u>12 A</u>
COURT AGENDA DATE	<u>April 8, 2003</u>	DEPARTMENT	<u>Fire Marshal</u>	
		PHONE NO	<u>281-238-1500</u>	

SUMMARY OF ITEM

BOND RENEWAL FOR FIRE INVESTIGATOR BOND 14269804
FOR INVESTIGATOR GARY TILTON

RENEWAL CONTRACT/AGREEMENT Yes (x) No ()

LIST SUPPORTING DOCUMENTS ATTACHED
Please see attached

FINANCIAL SUMMARY:

BUDGET ITEM	ANNUALIZED DOLLARS \$50 EA	COMMENTS
Yes (X) No () N/A ()	One Time ()	
Funding Source	Recurring (x)	
fund <u>010</u> agency <u>40</u> Object <u>4010</u>	N/A ()	

Original Form Submitted with back up County Judge's Office YES (X)

CC with back up

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

Instructions for submitting an Agenda Request

1. Completely fill out agenda, incomplete forms will not be processed
2. Fax or inter-office copies of agenda form with all back up information by Wenesday at 2.00 p.m to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2 00 p m. on Wednesday

RECOMMENDATION/ACTION REQUESTED:

Please place on Consent Agenda

Texas



12A

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss

KNOW ALL PERSONS BY THESE PRESENTS.

BOND No. 14269804

That we, Gary A. Tilton, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as
Surety, are held and bound unto¹ County of Fort Bend, his successors in office,
in the sum of² Two Thousand And No/100 ---- DOLLARS (\$ 2,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

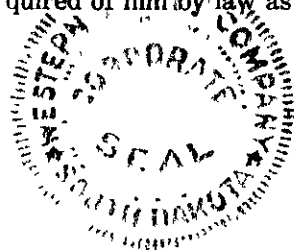
Dated this 26th day of November, 2002

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal
was on the 27th day of MARCH, 2003, duly

APPOINTED to the office of Fire Investigator in and for³ Fort Bend
(Elected Appointed)

County, State of Texas, for a term of one year commencing on the 25th day of
March, 2003

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties re-
quired of him by law as the aforesaid officer, ~~and shall~~



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.

Countersigned

By Louise Mabber
Resident Agent

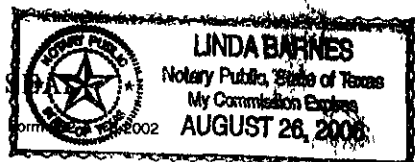
[Signature] Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of FORT BEND } ss

Before me, LINDA BARNES on this day, personally appeared
GARY A. TILTON, 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 118 LEGION DR. RICHMOND, Texas,
this 27TH day of MARCH, 2003



[Signature]
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 _____,

SEAL

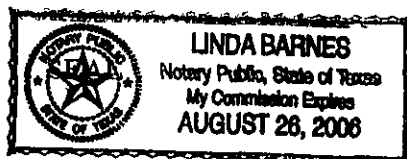
_____ County, Texas

OATH OF OFFICE
(General)

I, GARY A. TILTON, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of FIRE INVESTIGATOR, 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 118 LEGION DR. RICHMOND, Texas, this 27TH day of MARCH, 2003



_____ FORT BEND County, Texas

THE STATE OF TEXAS }
County of Fort Bend } ss

The foregoing bond of Gary A. Tilton as Fire Investigator in and for Fort Bend County and State of Texas, this day approved in open Commissioner's Court

ATTEST

Date April 8, 2003

Deanne Tilton Clerk Robert Tilton County Judge,
County Court Fort Bend County Fort Bend County, Texas

THE STATE OF TEXAS }
County of _____ } ss

_____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M, and duly recorded the _____ day of _____, 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

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

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

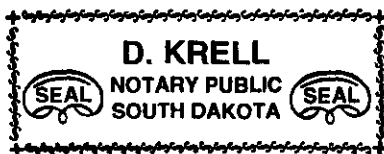
STATE OF SOUTH DAKOTA

County of Minnehaha

} ss

Before me, a Notary Public, in and for said County and State on this 26th day of November, 2002, personally appeared Paul T Bruflat

to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth



My Commission Expires November 30, 2006

D. Krell

Notary Public



Western Surety Company

OFFICIAL
BOND AND OATH

On Behalf of

Principal

Official Title

Texas

Filed the _____ day of _____

at _____ o'clock _____ M

Clerk

County Court _____ County,
Texas

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

DATE SUBMITTED	<u>APRIL 3, 2003</u>	SUBMITTED BY	<u>LINDA BARNES</u>	AGENDA
		DEPARTMENT:	<u>FIRE MARSHAL</u>	ITEM
COURT AGENDA DATE	<u>APRIL 15, 2003</u>	PHONE NO.	<u>281-238-1500</u>	# <u>12-B</u>

SUMMARY OF ITEM. RESPECTFULLY REQUEST YOUR APPROVAL TO PAY CINTAS FIRST AID & SAFETY, USING ROTATION FUNDS FOR THOMPSONS FIRE DEPT. FOR THE PURCHASE OF FOUR(4) DEFIB PADS FOR THE FIRE DEPT ITEM PURCHASED BEFORE NOTIFICATION OF PURCHASE ORDER NEEDED

RENEWAL CONTRACT/AGREEMENT Yes X No ()

LIST SUPPORTING DOCUMENTS ATTACHED
PLEASE SEE ATTACHED

FINANCIAL SUMMARY.

BUDGET ITEM	ANNUALIZED DOLLARS	COMMENTS
Yes (X) No () N/A ()	One Time ()	
Funding Source	Recurring ()	
fund <u>010</u> agency <u>40</u> Object <u>5020</u>	N/A ()	

Original Form Submitted with back up County Judge's Office YES (X)

CC with back up

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

Instructions for submitting an Agenda Request:

1. Completely fill out agenda, incomplete forms will not be processed
2. Fax or inter-office copies of agenda form with all back up information by Wenesday at 2.00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m on Wednesday

RECOMMENDATION/ACTION REQUESTED.

Please place on the Consent Agenda.

**FORT BEND COUNTY
ACCOUNTS PAYABLE
INVOICE TRANSMITTAL**

DISTRIBUTION CODE:
010-040-0400-5020

VENDOR NUMBER:
481130022

VENDOR: CINTAS FIRST AID & SAFETY
ADDRESS: P O BOX 841877
6707 W SAM HOUSTON PRKY N
CITY: HOUSTON
STATE: TX **ZIP:** 77284 1877
DATE: 4/3/03

INVOICE #	AMOUNT
0484099717- AED DEFIB PADS(4)	\$ 240 00

FOR: THOMPSONS FIRE DEPT ROTATION FUND

TOTAL \$ 240 00

County Auditor's Use Only

IAN Received: _____

Check Type: _____

Commissioners Court Date: _____

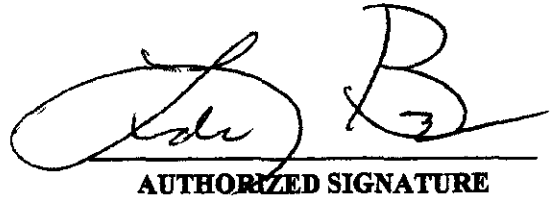
Audited By: _____

Posted By: _____

Checked By: _____

RECEIVED:

PAID:



AUTHORIZED SIGNATURE

**TREASURER'S REGISTER STAMP
AND NUMBER**

HW# 130113

INVOICE
CHGInvoice No
0484099717Invoice Dt
3/14/2003Branch
00484Route
56Customer
01119

Remit to:
CINTAS FIRST AID & SAFETY
P.O. BOX 841877
6707 W SAM HOUSTON PRKY N
HOUSTON, TX 772841877
(713) 937-0006

Bill to:
THOMPSON VFD
P.O. BOX 13
THOMPSONS, TX 77481

Deliver to:
THOMPSON VFD
P.O. BOX 13
THOMPSONS, TX 77481

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
99970	4	AED DEFIB PADS	60.00	240.00	N

PO#:

SUB-TOTAL:	240.00
TAX:	.00
TOTAL:	240.00

THANK YOU FOR YOUR BUSINESS. PLEASE PAY FROM THIS
INVOICE

OK Ray
3-26-03

PLEASE PAY FROM
THIS INVOICE.
THANK YOU.

Please pay with rotation funds

AS PER ORIGINAL

SHIP TO

ATTN. RAY

E ~~81600~~ 3/7/03 PO NO

FOUTE NO 16

CUST NO 1119

Description	Unit Cost	Amount
Cabinet, 3 Shelf, Full	01392	
Cabinet, 4 Shelf, Full	01492	
Cabinet, 5 Shelf, Full	01592	
Food Service Cabinet	01330 3 Shelf	01430 4 Shelf
Truck Kit, Full	S M L	
AEO PADS	60 ⁰⁰	240 ⁰⁰
Bandage, Plastic 1" x 3"	03108	
Bandage, Plastic 1/4" x 3"	03156	
Elastic Strp	04424 04428 25 50	04427 1000
Elastic Strp, Small (Junior)	04385	
Bandage, Fingertip	04303 04305 20 40	04307 1000
Bandage, X-Large Fingertip	04312 04317 25 1000	
Bandage Knuckle	04323 04325 20 40	04327 1000
Large Patch	04442 04447 15 1000	
XL Strp	04372	
Cotton Tip Applicator 3"	07009	
Gauze Pads 2" x 2"	07081	
Gauze Pads 3" x 3"	07081	
Gauze Pads 4" x 4"	07101	
Roller Gauze	07222 07223 2 3	07224 4
Non Adherent Pad 2" x 3"	07302	
Adhesive Tape 1" x 10 yd	08010 08012 1 x 5 1 x 10	
Adhesive Tape	08008 08008 1/2x5 1/2x10	
Elastic Tape 1" x 5/Roll	08022	
Tri-Cut Tape, White Roll	08042	
Elastic (Ace) Bandage	08262 08263 2' 3'	08264 4'
Medi-Rip	08242 08243 2' 3'	08244 4'
Alcohol Prep Pads	06043 06042 20 40	

Description	Unit Cost	Amount
Antiseptic Wipes	05001 05002 1 50	100
Hydrogen Peroxide	05002 05025 2 8 oz	16 oz
Antiseptic Spray Pump	06102	
Burn Spray Pump	06202	
Cold Spray	06309	
Blood Stopper	06403	
Alcohol Spray Pump	06050	
Tablets		
Antacid	11502 11508 Refill M L XL	11509
Buffered Aspirin	11113 11114 M L XL	11116
Cherry Cough Drops	11352	
Cold Relief	11300 11304 M L XL	11306
Cramp Relief	11173	
Sinus Relief	11348 11349 M L	
Honey Lemon Cough Drops	11362 11363 S M	
Ibuprofen	11142 11148 Refill M L XL	11149
Max. Strength Non-Asp.	11132 11138 A Refill M L XL	11139
Back Relief	11382	
Pain Away XS	11152 11159 Refill M L XL	11156
Decongestant	11328 11324 M L XL	11326
Throat Lozenges	11373	
Cold Packs	09101 09201 SM LG	
Triple Antibiotic Ointment	10003 10001 10002 10 20 144	
First Aid Cream Pkts	10123 10121 10122 10 20 144	
Hydrocortisone	10043 10041 10042 10 20 144	
Water Jet	16090 16082 16084 2x2 2x6 4x4	
Water Jet Single Use	16020 16022 6 25	
Burn Relief Gel	16300	
Cool & Soothe Dressing	16401	

Description	Unit Cost	Amount
Hand Lotion	10061 10062 10063 10 20 144	
Slitex	10243	
Kanka	10283	
Eye Wash	13043	
TheraTear 4 Pk	13000	
Eye & Skin Neutralizer	13042 13084 4 oz 16 oz	
Eye Cups	13180	
Industrial Eye Drops	13020	
Lens Wipes	28002	
Ammonia Inhalants, 10/pk	18163	
Fingercoats	31801 31802 31803 S M L	
First Aid Book / Poster	16162	
Insect Sting Swabs, 10 Pk	18200	
Kit Scissors / Tweezers	15084 15002	
Bloodstopper Compress	07382	
Triangular Bandage	18050	
Latex Exam Gloves	18230 31201 31202 31203 Unit S M L	
Emergency Oxygen		
Back Belts		
Logo Safety Glasses		
Ear Plugs		
Respirators		
Bloodborne Pathogen Kit		
Service Charge		
Subtotal		\$240 ⁰⁰
Clean & Organize Cabinets	09110	
Check For Product Expiration	09130	
Safety Catalog		

THIS IS NOT AN INVOICE

RECEIVED BY

AREA CODE
PHONE

THANK YOU FOR YOUR BUSINESS

AGENDA ITEM

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

DATE SUBMITTED: March 26, 2003
COURT AGENDA DATE: April 8, 2003

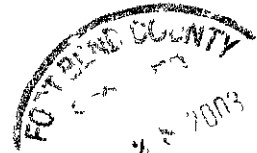
SUBMITTED BY: Sara Rosas
DEPARTMENT: J.P. 1-2 (019)
PHONE NO.: 281-341-3743

AGENDA
/3 #

SUMMARY OF ITEM: Approve invoice # 2002339 in the amount of \$1500.00 from Harris County Auditor for autopsy ordered and performed in September 2002 but not invoiced until 2003.

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

LIST SUPPORTING DOCUMENTS ATTACHED: Copy of invoice, cause of death and PO



FINANCIAL SUMMARY:

BUDGETED ITEM: **ANNUALIZED DOLLARS:** **COMMENTS:**

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

Funding Source: 010-045-0450-1000-4010 Recurring ()

Fund Agency Object N/A ()



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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

INVOICE TRANSMITTAL

010-045-0450-1000

12 Digit Distribution

746019451-J

Vendor Number

PC001000123

Purchase Order Number(s)

Harris County Treasurer

Vendor Name

1001 Preston #652

Address

Houston, TX 77002

City

State

Zip Code

Date

List Invoice Numbers

2002339

1.500.00

Total

1.500.00

County Auditor's Use Only

IAN Received _____

Check Type _____

Commissioners Court Date _____

Audited By _____

Posted By _____

Checked By _____

Received:

Paid:

Larry L. Heick
Authorized Department Approval

Treasurer's Register Stamp and Number

BARBARA J. SCHOTT
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160



REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

Invoice / Statement No.: 2002339

INVOICE

Customer No.: Z000990081

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500.00

Amount Paid:

(Please detach and mail this top portion with payment)

ID 21002

DATE	DESCRIPTION	AMOUNT
03/10/03	2002-339 [REDACTED] Judge Gary Geick Autopsy date 9/29/2002 Date mailed 2/20/2003	1,500.00

RECEIVED
MAR 11

The above amount is for an Out of County Autopsy and is due upon receipt of the invoice. Direct inquiries to Accounts Receivable at 713-755-2807.

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

AGENDA 1.24

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

DATE SUBMITTED: April 8, 2003

SUBMITTED BY: Cathy Garcia

AGENDA

DEPARTMENT: JP4

ITEM

COURT AGENDA DATE: April 1, 2003

PHONE NO.: 281.491.1814

14

SUMMARY OF ITEM: Approve invoice transmittal 2002335 from Harris county Auditor in the amount of \$1,500.00 for autopsy(s) completed in 2002 but not received until 2003.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

APR 2 2003

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No (x) N/A ()

One Time ()

Funding Source:

Recurring ()

fund agcy Object

N/A ()

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

BARBARA J. SCHOTT
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160



REMIT PAYMENT TO:
HARRIS COUNTY TREASURER
1001 Preston, Room 652
Houston, Texas 77002

Invoice / Statement No.: 2002335

Customer No.: Z000990081

INVOICE

FORT BEND COUNTY
COUNTY JUDGE
309 SOUTH FOURTH STREET
RICHMOND, TX 77469

Amount Due: 1,500 00

Amount Paid:

(Please detach and mail this top portion with payment)

MAR 20 2003

DATE	DESCRIPTION	AMOUNT
03/12/03	2002-335 [REDACTED] Judge Jim Richard Autopsy date <u>9/26/2002</u> Date mailed 2/28/2003 MAR 14 2003	1,500.00

The above amount is for an Out of County Autopsy and is due upon receipt of the invoice. Direct inquiries to Accounts Receivable at 713-755-2807.

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
1001 PRESTON, ROOM 652, HOUSTON, TEXAS 77002

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

DATE SUBMITTED: 3/27/03

SUBMITTED BY: Carol Brown

AGENDA

COURT AGENDA DATE: 4/8/03

DEPARTMENT: Library

ITEM

PHONE NO.: 281-341-2653

#15

SUMMARY OF ITEM:

Approve payment in the amount of \$350.00 to Hi-Tech Fire Detection Corp. for fire alarm testing/inspection performed without a P.O. at the Fulshear Branch Library.

RENEWAL CONTRACT/AGREEMENT: Yes () No ☒

LIST SUPPORTING DOCUMENTS ATTACHED: Transmittal and Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes ☒ No () N/A ()

One Time ()

Funding Source:

Recurring ()

fund 010 agcy 030 Object 4010

N/A ☒

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Approve payment in the amount of \$350.00 to Hi-Tech Fire Detection Corp.

INVOICE TRANSMITTAL

010-030-0300-4010

12 Digit Distribution

760615681

Vendor Number

Purchase Order Number(s)

Hi Tech

Vendor Name

Address

City

State

Zip Code

3/27/03

Date

List Invoice Numbers

Fire Alarm Testing/Inspection
a FS # 7081e

County Auditor's Use Only

IAN Received _____

Check Type _____

Commissioners Court Date _____

Audited By _____

Posted By _____

Checked By _____

Received:

Paid:

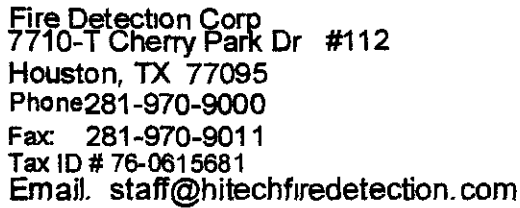
Total

350.00

Carol Brown

Authorized Department Approval

Treasurer's Register Stamp and Number



Invoice Date:
March 18, 2003
Page
1

Location Address

Customer ID: FULLIB

CUSTOMER ID	INVOICE NUMBER
FULLIB	7086
INVOICE DATE	TOTAL DUE
3/18/03	\$ 350.00
AMOUNT PAID:	\$

16

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

On this the 2nd day of April, 2003, the Commissioners' Court, with the following members being present

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 24, 2002, the Court heard and approved the budget for the year 2003 for Fort Bend County, and

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

The following transfers to said budget are hereby authorized

Department Name Gus George Law Academy Department # 126 027 0272

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>IT Hardware</u>	<u>126 027 0272 1012</u>	<u>\$2,472</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO \$		<u>\$2,472</u>

TRANSFER FROM:

<u>IT Hardware</u>	<u>010 036 0360 1012</u>	<u>\$2,472</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM \$		<u>\$2,472</u>

EXPLANATION The Academy has been able to use other funds to acquire the
PCs specified in the 2003 Budget. These funds will now be used for the
purchase of a power point projector.

Department Head

Date

April 2, 2003

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY

Robert E. Hebert
Robert E. Hebert, County Judge

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

DATE SUBMITTED: April 1, 2003

SUBMITTED BY: Marsha P. Gaines
DEPARTMENT: Tax Assessor/Collector
PHONE NO.: 281-341-3730

AGENDA
17 A

COURT AGENDA DATE: April 8, 2003

SUMMARY OF ITEM: Record in the minutes the Tax Office Accounting Department Property Records destruction list

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: Property Records destruction report 2003.

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED.

Consent Agenda
Record into the minutes destruction list

Tax Office Accounting Department Property Records to be destroyed 2003:

Daily Activity Reports for 2000

Distribution Detail Reports for 2000

Daily Distribution Summary Reports, UGSA for 2000

Total Taxes Due Reports(PC) for 2000

Pre Deposit Listing for 2000

Reissued & Replacement Copies for 2000

Correspondence for 2000

Daily Deposit to Teller Balancing Reports for 1999

Backouts & Refunds files for 1999

Monthly Recap file for 1999

Interest & Fees Reports for 1999

Bank Statements for 1997

Check Copies for 1997

Weekly Disbursements & Monthly Reports for 1997

Cancelled checks for B&L, Tax, & Auto for 1997

VIT Investments for 1997

Highway Investments for 1997

Tax Investments for 1996 Tax Year

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

DATE SUBMITTED: April 1, 2003

SUBMITTED BY: Marsha P. Gaines
DEPARTMENT: Tax Assessor/Collector
PHONE NO.: 281-341-3730

AGENDA

17B

COURT AGENDA DATE: April 8, 2003

SUMMARY OF ITEM: Approve over \$500 refunds in the amount of \$18,220 42.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: 1. The over \$500 refund report
2. Fort Bend County tax receipt
3. Application for tax refund

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Approve
Please list total amount on agenda and in the minutes.

MARSH P. GAINES
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court Agenda Date April 8, 2003
Over \$500.00 refunds

Account Number	Owner	Refund Amount	Reason	Precinct #
8695-02-009-0030-901	Arismendez, Soila C	\$621.37	credit lower value 2002	1
0073-00-000-0010-901	Gutheinz, Patricia Booth	\$679.92	credit lower value 2002	1
0044-00-000-0070-901	Gutheinz, Patricia Booth	\$716.26	credit lower value 2002	1
0077-00-000-2042-907	Johnson, Loretta A or Bobby E	\$538.74	credit over age exempt for 2002	2
5904-00-028-1100-907	Botros, Effat	\$531.07	credit over age exempt for 2002	2
3031-38-001-0060-901	Jenne Revocable Trust	\$1,783.83	credit over age exempt for 2002	1
3751-02-001-0030-910	Shyu, Louis Chengtsai	\$1,134.55	credit homestead exempt for 2002	2
0086-00-000-4729-907	Summers William Jr or Patsy	\$538.74	credit over age exempt for 2002	2
0092-00-000-0592-901	Berger, Jim or Norda	\$1,302.73	credit homestead exempt for 2002	3
2610-02-003-0130-907	Hamman, Dorothy A	\$538.74	credit over age exempt for 2002	4
4767-01-003-0060-907	Cushing, Edward J or Carole L	\$538.74	credit over age exempt for 2002	4
5400-00-003-0300-907	Bodine, Daniel E or Helen M	\$538.74	credit over age exempt for 2002	3
4010-00-001-0380-907	Hilton, Beverley J or Harry J	\$538.74	credit over age exempt for 2002	4
3016-01-002-0310-901	De Spaine, Walter or Linda	\$574.07	credit homestead exempt for 2002	1
3519-10-003-0410-914	Brien, Patricia A or Lowell E Sr	\$ 608.04	credit over age exempt for 2002	3
7320-01-001-0140-901	Kercheval, Richard T or Rosemary	\$1,049.91	credit over age exempt for 2002	1
7550-17-000-0030-907	Song, Sun Hi	\$689.48	credit homestead & over age exempt for 2002	3
4006-01-003-0280-907	Boosman, Fan H	\$538.74	credit over age exempt for 2002	4
5852-06-001-0200-910	Soliz, Benito G or Connie G	\$900.31	credit over age exempt for 2002	2
1010-00-006-0040-908	Powell, Mildred Lee	\$606.52	credit homestead & over age exempt for 2001	1
7550-01-008-1700-907	Gerard, David C or Kathryn A	\$564.10	credit over age exempt for 2001	3
7550-23-014-0051-907	Passmore, John M Jr or Donna O	\$537.10	credit homestead exempt for 2001	3
7700-02-003-0370-907	Szalay, Marianne	\$564.10	credit over age exempt for 2001	4
5915-01-013-6600-907	Smith, Jane B or H Irvin	\$538.74	credit over age exempt for 2002	2
7515-03-001-0110-907	Gross, Phyllis L	\$538.74	credit over age exempt for 2002	4
8695-03-015-0110-901	Lewis, Cecil E or Shirley L	\$508.40	credit over age exempt for 2002	1

TOTAL

\$18,220.42

DUPLICATE TAX RECEIPT



MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399

AS PER ORIGINAL

Certified Owner

ARISMI NDFZ SOILA C
 PO BOX 372
 RICHMOND TX 77406-0372

Legal Description

TARA SEC 2 BLOCK 9 LOT 3
 UNDIVIDED INTEREST 50%

Parcel Address 0 7010 GUTTFYBURG DR
Legal Acres 0.0000

>--

Deposit No LR071007
Validation No 9000000000062417
Account No 8695 07 009 0030 901
Operator Code REPORT MANAGER

Receipt Date 12 16 2007
Deposit Date 12 17 2007
Print Date 01 17 2008

Year	Tax Unit Name	Tax Value	Tax Rate	Tax Paid	P&I	Atty Paid	Total
2002	FAMAR C I S D	35.610	1.664500	935.78	0.00	0.00	935.78
2002	FORT BEND CO DRAINAGE	35.610	0.026200	11.93	0.00	0.00	11.93
2002	FORT BEND CO G I N F D	35.610	0.517540	292.02	0.00	0.00	292.02
				\$1,242.73	\$0.00	\$0.00	\$1,242.73

>--

CHECK NUMBER(S)

001113

PAYMENT TYPE

Checks	\$1,242.73
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans	\$0.00
Others	\$0.00
Total Applied	\$1,242.73
Total Tendered	\$1,242.73
(All Accounts)	
Change Paid	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER

SOILA C ARISMI NDFZ
 P O BOX 372
 RICHMOND TX 77406 0372

(281) 341-3110

(281) 341-3411

FEB 11 2003

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 Arismendez, Soila C
Address PO Box 372, Richmond, TX 77406-0372
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property Tara Sec 2, Block 9, Lot 3, Undivided Interest 50%
Address or Location of Property 7010 Gettysburg Dr. Richmond, TX 77469
Account Number of Property 8695-02-009-0030-901 or Receipt # 2002165712

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>2002</u>	<u>12/16/2002</u>	<u>\$1242 73</u>	<u>\$621 37</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Lower value, 50% undivided interest to account 8695-02-009-0031-901 and reinstate Homestead exemption per Supplements #6 and #7

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct"

x Soila C. Arismendez * 1-27-03
Signature Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over \$500 _____ Date _____

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

COMPOSITE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST, SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

ARISMELENDEZ SOILA C
PO BOX 372
RICHMOND, TX 77406-0372

Legal Description:

TARA SEC 2, BLOCK 9, LOT 3,
UNDIVIDED INTEREST 50%

Recpt # 1067

Parcel Address: 0 7010 GETTYSBURG DR

Legal Acres: 0.0000

Recpt # 2002165713

Print Date: 01/17/2003

Operator Code: JOANM

Account No: 8695-02-009-0030-901

Year: 2002

SYSTEM CORR.

DEC 27 2002

2002 SUP # 6 + 7

Rec Type: Levy

Year	Tax Unit Name	Tax Value	Tax Rate	Levy	Penalty & Interest	Attorney	Refund	Total
2002	LAMAR C I S D	35,610	1.664500	467.89	0.00	0.00	0.00	467.89
2002	FORT BEND CO DRAINAGE	35,610	0.026200	7.46	0.00	0.00	0.00	7.46
2002	FORT BEND CO GEN FND	35,610	0.512540	146.01	0.00	0.00	0.00	146.01
2002	ADJUSTMENT REFUND	0	0.000000	0.00	0.00	0.00	621.37	621.37
Levy Total				\$621.36	\$0.00	\$0.00	\$621.37	\$1,242.73
Gross Total :				\$621.36	\$0.00	\$0.00	\$621.37	\$1,242.73

ACCOUNT PAID IN FULL

LAST PAYER:

SOILA C ARISMELENDEZ
P O BOX 372
RICHMOND, TX 77406-0372

LAST PAYMENT DATE: 01/07/2003

(281) 341-3710

(281) 341-3741

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DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

GUTHEINZ PATRICIA BOOTH
 8651 FM 2759
 RICHMOND , TX 77469-8335

Legal Description.

0044 S KENNEDY TRACT 7,
 ACRES 541 89 UNDIVIDED
 INTEREST 50%

Parcel Address 0 LOCKWOOD RD
Legal Acres 541 8900

>--
Deposit No 02122712
Validation No 900000000075586
Account No 0044-00-000-0070-901
Operator Code VISHAKHAS

--<
Receipt Date 12/12/2002
Deposit Date 12/27/2002
Print Date 01/17/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	101,610	1 664500	1,082 42	0 00	0 00	1,082 42
2002	FORT BEND CO DRAINAGE	101,610	0 026200	17 04	0 00	0 00	17 04
2002	FORT BEND CO GEN FND	101,610	0 512540	333 30	0 00	0 00	333 30
				\$1,432 76	\$0 00	\$0 00	\$1,432.76

>--
CHECK NUMBER(S)
 95003170

PAYMENT TYPE

Checks	\$1,432 76
Cash	\$0 00
Credit Cards	\$0 00
E-Fund Trans	\$0 00
Others.	\$0 00
Total Applied	\$1,432 76
Total Tendered	\$2,793 04
(All Accounts)	
Change Paid	\$0 00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

FIRST AMERICAN TITLE INS CO
 1305 FM 359
 RICHMOND , TX 77469

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

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DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

GUTHEINZ PATRICIA BOOTH
 8651 FM 2759
 RICHMOND , TX 77469-8335

Legal Description:

0073 JNO RAAB, TRACT 1, ACRES
 452, UNDIVIDED INTEREST 50%

Parcel Address 0 OILFIELD RD
Legal Acres 452 0000

> - -
Deposit No 02122712
Validation No: 900000000075586
Account No. 0073-00-000-0010-901
Operator Code VISHAKHAS

- - <
Receipt Date 12/12/2002
Deposit Date 12/27/2002
Print Date 01/17/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	82,380	1 664500	1,027 66	0 00	0 00	1,027 66
2002	FORT BEND CO DRAINAGE	82,380	0 026200	16 18	0 00	0 00	16 18
2002	FORT BEND CO GEN FND	82,380	0 512540	316 44	0 00	0 00	316 44
				\$1,360 28	\$0 00	\$0 00	\$1,360 28

> - -
CHECK NUMBER(S)

95003170

- - <
PAYMENT TYPE

Checks	\$1,360 28
Cash	\$0 00
Credit Cards.	\$0 00
E-Fund Trans	\$0 00
Others	\$0 00
Total Applied	\$1,360 28
Total Tendered	\$2,793 04
(All Accounts)	
Change Paid	\$0 00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER.

FIRST AMERICAN TITLE INS CO
 1305 FM 359
 RICHMOND , TX 77469

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

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 Johnson, Bobby E & Loretta
Address 6102 Johnson Dr, Missouri City, TX 77459-6108
Telephone Number (If additional information is needed), 281-431-0043

IDENTIFICATION OF PROPERTY

Description of Property 0077 E Roark, Tract 14-C, Oyster Creek Farms, Acres 1.8508
Address or Location of Property 6102 Johnson Dr
Account Number of Property 0077-00-000-2042-907 or Receipt # 2002011864

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>2002</u>	<u>12/19/2002</u>	<u>\$693.45</u>	<u>\$538.74</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Credit Over/65
Exemption (has Homestead) 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."

Loretta A. Johnson
Signature

X 1-29-03

Date of Application of Tax Refund

Bobby E. Johnson

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.

COMPOSITE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

JOHNSON BOBBY E & LORETTA
6102 JOHNSON DR
MISSOURI CITY, TX 77459-6108

Legal Description:

0077 E ROARK, TRACT 14-C,
OYSTER CREEK FARMS, ACRES
1 8508

Res 14/5
SYSTEM CORR.

DEC 27 2002

2002 SUP # 6

Parcel Address: 0 6102 JOHNSON DR

Legal Acres: 1 8508

Print Date : 01/17/2003

Operator Code: JOANM

Acpt # 2002011864

Rec Type : Levy

Year	Tax Unit Name	Tax Value	Tax Rate	Levy	Penalty & Interest	Attorney	Refund	Total
2002	FORT BEND CO DRAINAGE	160,900	0.026200	7.52	0.00	0.00	0.00	7.52
2002	FORT BEND CO GEN FND	160,900	0.512540	147.20	0.00	0.00	0.00	147.20
2002	ADJUSTMENT REFUND	0	0.000000	0.00	0.00	0.00	538.74	538.74
Levy Total				\$154.72	\$0.00	\$0.00	\$538.74	\$693.46
Gross Total :				\$154.72	\$0.00	\$0.00	\$538.74	\$693.46

ACCOUNT PAID IN FULL

LAST PAYER:

LORETTA A JOHNSON OR BOBBY E JOHNSON
6102 JOHNSON DR
MISSOURI CITY, TX 77459

OK

LAST PAYMENT DATE: 01/06/2003

(281) 341-3710

(281) 341-3741

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Page: 1 of 1

DUPLICATE TAX RECEIPT



**MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner:

JOHNSON BOBBY E & LORETTA
6102 JOHNSON DR
MISSOURI CITY , TX 77459-6108

Legal Description.

0077 E ROARK, TRACT 14-C
OYSTER CREEK FARMS ACRES
1.8508

Parcel Address 0 102 JOHNSON DR
Legal Acres 1.8508

> - -
Deposit No LB027006
Validation No 900000000069258
Account No 0077-00-000-2042-907
Operator Code REPORT_MANAGER

Receipt Date 12/19/2002
Deposit Date. 12/20/2002
Print Date 01/17/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	160,900	0.026200	33.72	0.00	0.00	33.72
2002	FORT BEND CO GEN FND	160,900	0.512540	659.74	0.00	0.00	659.74
				\$693.46	\$0.00	\$0.00	\$693.46

> - -
CHECK NUMBER(S)

003228

PAYMENT TYPE

Checks	\$693.46
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans.	\$0.00
Others	\$0.00
Total Applied	\$693.46
Total Tendered:	\$1,125.80
(All Accounts)	
Change Paid	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

LORETTA A JOHNSON OR BOBBY E JOHNSON
6102 JOHNSON DR
MISSOURI CITY , TX 77459

(281) 341-3710

(281) 341-3741

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DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

BOTROS EFFAT
 3050 TAM O SHANTER LN
 MISSOURI CITY , TX 77459 3115

Legal Description:

QUAIL VALLEY LA QUINTA ,
 BLOCK 28 LOT 11

Parcel Address 0 3050 TAM O SHANTER LN
Legal Acres 0 0000

Deposit No LB017003
Validation No. 900000000047671
Account No: 5904-00-028-1100 007
Operator Code: REPORT_MANAGER

Receipt Date. 12/05/2002
Deposit Date: 12/06/2002
Print Date 01/17/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	123 220	0 026200	25 83	0 00	0 00	25 83
2002	FORT BEND CO GEN FND	123 220	0 512540	505 24	0 00	0 00	505 24
				\$531 07	\$0 00	\$0 00	\$531 07

CHECK NUMBER(S):

006287

PAYMENT TYPE:

Checks.	\$531 07
Cash	\$0 00
Credit Cards.	\$0 00
E-Fund Trans.	\$0 00
Others	\$0 00
Total Applied	\$531 07
Total Tendered:	\$531 07
(All Accounts)	
Change Paid	\$0 00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

MR OR MRS E S BOTROS
 3050 TAM O SHANTER
 MISSOURI CITY , TX 77459 3115

(281) 341-3710

(281) 341-3741

0

FEB 06 2003

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 Botros, Effat
Address 3050 Tam O Shanter, Missouri City, TX 77459-3115
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property Quail Valley La Quinta, Block 28, Lot 11
Address or Location of Property 3050 Tam O'Shanter Ln, Missouri City, TX 77459-3115
Account Number of Property 5904-00-028-1100-907 or Receipt # 2002122227

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>2002</u>	<u>12/05/2002</u>	<u>\$531 07</u>	<u>\$531 07</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Add Over/65 exemption per Supplement #6 effective 1/1/2002

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct"

X [Signature]
Signature

X 2/1/03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over \$500 _____ Date _____

F
B FEB 04 2003
C

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, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner:

JENNE REVOCABLE TRUST
% NORMAN E & MARY F JENNE
2027 GRAND TERRACE
SUGAR LAND, TX 77479-6514

Legal Description.

GREATWOOD TRACT C-8, BLOCK 1,
LOT 6

Parcel Address 2027 GRAND TERRACE
Legal Acres: 0.0000

> - -
Deposit No: 021211H1
Validation No: 900000000052107
Account No: 3031-38-001-0060-901
Operator Code: JANIEM

--<
Receipt Date: 12/05/2002
Deposit Date: 12/11/2002
Print Date: 02/06/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	119,540	1.664500	2,156.19	0.00	0.00	2,156.19
2002	FORT BEND CO DRAINAGE	29,540	0.026200	33.94	0.00	0.00	33.94
2002	FORT BEND CO GEN FND	29,540	0.512540	663.94	0.00	0.00	663.94
				\$2,854.07	\$0.00	\$0.00	\$2,854.07

> - -
CHECK NUMBER(S).

568

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PAYMENT TYPE:

Checks.	\$2,854.07
Cash.	\$0.00
Credit Cards:	\$0.00
E-Fund Trans	\$0.00
Others:	\$0.00
Total Applied	\$2,854.07
Total Tendered	\$2,854.07
(All Accounts)	
Change Paid	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER.

RH OF TEXAS LTD
350 GLENBOROUGH DR STE 110
HOUSTON, TX 77067-3616

*Wrong Payor
See Copy of
Stunt / Envelope*

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

0

FEB 13 2003

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 Jenne Revocable Trust % Norman E. & Mary F. Jenne
Address 2027 Grand Terrace, Sugar Land, TX 77479-6514
Telephone Number (If additional information is needed) (281) 545-9717

IDENTIFICATION OF PROPERTY

Description of Property Greatwood Tract C-8, Block 1, Lot 6
Address or Location of Property 2027 Grand Terrace
Account Number of Property 3031-38-001-0060-901 or Receipt # 2002068969

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>2002</u>	<u>12/05/2002</u>	<u>\$2,854.07</u>	<u>\$1,783.83</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Credit Over/65
Exemption (no Homestead) per Supplement #5 and add Over/65 Freeze Year per Supplement #6
to correct 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."

X Norman E. Jenne
Signature Mary F. Jenne

X Feb 9, 2003

Date of Application of Tax Refund

DETERMINATION OF TAX REFUND Approval Disapproval

Signature of Authorized Officer

Date

Signature of Presiding Officer(s) of Taxing Unit(s) for
Refund Applications over \$500

Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the
following penalties 1. Imprisonment of not more than 10 years nor less than 2 years and/or a
fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term
up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in
Section 37 10, Penal Code

Refund 31 11

FEB 12 2003
F B C T A C

DUPLICATE TAX RECEIPT



**MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner:

SHYU LOUIS CHENG TSAI
12011 SNOWBIRD CT
STAFFORD , TX 77477-0000

Legal Description:

GROVE WEST SEC 2 R/P, BLOCK
1, LOT 3

Parcel Address: 0 12011 SNOWBIRD CT
Legal Acres: 0.0000

> - -

Deposit No. 021127G1
Validation No. 90000000034838
Account No: 3751-02-001-0030-910
Operator Code: YOLANDAV

Receipt Date: 11/20/2002
Deposit Date: 11/27/2002
Print Date: 01/17/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	STAFFORD MSD	194,330	1.710000	3,323.04	0.00	0.00	3,323.04
				\$3,323.04	\$0.00	\$0.00	\$3,323.04

> - -

CHECK NUMBER(S)

32054876

PAYMENT TYPE

Checks:	\$3,323.04
Cash:	\$0.00
Credit Cards:	\$0.00
E-Fund Trans:	\$0.00
Others:	\$0.00
Total Applied.	\$3,323.04
Total Tendered.	\$3,323.04
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER:

STEWART TITLE
9535 W SAM HOUSTON PKWY
SUITE 160
HOUSTON, TX 77099

*Issue Direct To
Homeowner*

(281) 341-3710

(281) 341-3741

0

DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST, SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

SHYU LOUIS CHENG TSAI
 12011 SNOWBIRD CT
 STAFFORD, TX 77477-0000

Legal Description:

GROVE WEST SEC 2 R/P, BLOCK
 1, LOT 3

Parcel Address: 0 12011 SNOWBIRD CT
 Legal Acres 0.0000

> - -
Deposit No: 021127G1
Validation No: 900000000034837
Account No: 3751-02 001-0030-910
Operator Code: YOLANDAV

-- <
Receipt Date: 11/20/2002
Deposit Date: 11/27/2002
Print Date: 01/17/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	HOUSTON COMMUNITY COLLEGE	194,330	0.081333	158.05	0.00	0.00	158.05
				\$158.05	\$0.00	\$0.00	\$158.05

> - -
CHECK NUMBER(S).

32054875

PAYMENT TYPE:

Checks:	\$158.05
Cash:	\$0.00
Credit Cards:	\$0.00
E-Fund Trans:	\$0.00
Others:	\$0.00
Total Applied:	\$158.05
Total Tendered:	\$158.05
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

STEWART TITLE
 9555 W SAM HOUSTON PKWY
 SUITE 100
 HOUSTON, TX 77099

(281) 341-3710

(281) 341-3741

0

DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

SHYU LOUIS CHENG TSAI
 12011 SNOWBIRD CT
 STAFFORD, TX 77477-0000

Legal Description.

GROVE WEST SEC 2 R/P, BLOCK
 1, LOT 3

Parcel Address: 0 12011 SNOWBIRD CT
Legal Acres: 0.0000

>--

Deposit No: 021127G1
Validation No: 900000000034836
Account No. 3751-02-001-0030-910
Operator Code: YOLANDAV

Receipt Date: 11/20/2002
Deposit Date: 11/27/2002
Print Date: 01/17/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND WCID#2	194,330	0.162900	316.56	0.00	0.00	316.56
				<u>\$316.56</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$316.56</u>

>--

CHECK NUMBER(S).

32054873

PAYMENT TYPE.

Checks:	\$316.56
Cash:	\$0.00
Credit Cards:	\$0.00
E-Fund Trans.	\$0.00
Others:	\$0.00
Total Applied:	<u>\$316.56</u>
Total Tendered:	\$316.56
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER:

STEWART TITLE
 9535 W SAM HOUSTON PKWY
 SUITE 100
 HOUSTON, TX 77099

(281) 341-3710

(281) 341-3741

0

DUPLICATE TAX RECEIPT



MARSHIA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

SHYU LOUIS CHENGTSAI
 12011 SNOWBIRD CT
 STAFFORD , TX 77477-0000

Legal Description:

GROVE WEST SEC 2 R/P, BLOCK
 1, LOT 3

Parcel Address: 0 12011 SNOWBIRD CT
Legal Acres: 0 0000

> - -

Deposit No: 02112701
Validation No: 900000000034831
Account No: 3751-02-001-0030-910
Operator Code: YOLANDAV

Receipt Date: 11/20/2002
Deposit Date: 11/27/2002
Print Date: 01/17/2003

- - <

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	194 330	0 026200	50 91	0 00	0 00	50 91
2002	FORT BEND CO GEN FND	194 330	0 512540	996 02	0 00	0 00	996 02
				\$1,046 93	\$0 00	\$0 00	\$1,046 93

> - -

CHECK NUMBER(S).

32054872

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PAYMENT TYPE:

Checks:	\$1,046 93
Cash:	\$0 00
Credit Cards:	\$0 00
E-Fund Trans:	\$0 00
Others:	\$0 00
Total Applied:	\$1,046 93
Total Tendered:	\$1,046 93
(All Accounts)	
Change Paid	\$0 00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER.

STEWART TITLE
 9555 W SAM HOUSTON PKWY
 SUITE 160
 HOUSTON, TX 77099

(281) 341-3710

(281) 341-3741

0

FEB 13 2003

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 Shyu, Louis Chengtsai
Address 12011 Snowbird Ct, Stafford, TX 77477
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property Grove West Sec 2 R/P, Block 1, Lot 3
Address or Location of Property 12011 Snowbird Ct
Account Number of Property 3751-02-001-0030-910 or Receipt # 2002079100

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>2002</u>	<u>11/20/2002</u>	<u>\$4,844 58</u>	<u>\$1,134 55</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 2002 -- 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"

X [Signature]
Signature

X 2/10/03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

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

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FEB 12 2003
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DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

SUMMERS WILLIAM JR & PATSY
 3914 OAKWICK FORREST DR
 MISSOURI CITY , TX 77459-7006

Legal Description:

0086 M SHIPMAN, TRACT 20,
 ACRES 1 0095, OAKWICK FOREST
 EST

Parcel Address. 3914 OAKWICK FOREST D
Legal Acres 1 0095

> - -

Deposit No· 03010211
Validation No· 900000000089432
Account No 0086-00-000-4729-907
Operator Code VISHAKHAS

Receipt Date 12/31/2002
Deposit Date· 01/02/2003
Print Date 01/23/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	63,408	0 026200	42 81	0 00	0 00	42 81
2002	FORT BEND CO GEN FND	63,408	0 512540	837 53	0 00	0 00	837 53
				\$880 34	\$0 00	\$0 00	\$880 34

> - -

CHECK NUMBER(S).

6131 , 6132

PAYMENT TYPE

Checks	\$880 34
Cash·	\$0 00
Credit Cards	\$0 00
E-Fund Trans·	\$0 00
Others	\$0 00
Total Applied	\$880 34
Total Tendered·	\$886 43
(All Accounts)	
Change Paid	\$0 00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

SUMMERS WILLIAM A OR PATSY T
 3914 OAKWICK FORREST DR
 MISSOURI CITY , TX 77459

(281) 341-3710

(281) 341-3741

0

State Property Tax Board
Tax Refund Application 31 11 (4/82)

FEB 17 2003

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 Summers William, Jr & Patsy
Address 3914 Oakwick Forrest Dr, Missouri City, TX 77459
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property 0086 M Shipman, Tract 20, Acres 1 0095, Oakwick Forest Est
Address or Location of Property 3914 Oakwick Forest Dr
Account Number of Property 0086-00-000-4729-907 or Receipt # 2002013616

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>2002</u>	<u>12/31/2002</u>	<u>\$880 34</u>	<u>\$538 74</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Add Over/65 exemption
effective 1/1/2002 per Supplement # 7

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct"

x W. Summers
Signature

x February 11, 2003
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

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

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DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST, SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

RI RGER JIM & NORDA
 1505 BRITTMORE
 HOUSTON TX 77043-3101

Legal Description:

0092 T WESTALL TRACT 59
 (PT) ACRES 1.00

Parcel Address 0 FM 1489
 Legal Acres 1.0000

>--
 Deposit No. LB032009
 Validation No. XXXXXXXX080373
 Account No. 0092-00-000-0592-901
 Operator Code. RI PORT_MANAGER

Receipt Date 12/27/2002
 Deposit Date 12/30/2002
 Print Date 01/22/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR CISD	977.330	1.664500	16,267.66	0.00	0.00	16,267.66
2002	FORT BEND R I PD #1	977.330	0.030000	293.20	0.00	0.00	293.20
2002	FORT BEND CO DRAINAGE	977.330	0.026200	256.06	0.00	0.00	256.06
2002	FORT BEND CO GEN FND	977.330	0.512540	5,009.21	0.00	0.00	5,009.21
				\$21,826.13	\$0.00	\$0.00	\$21,826.13

>--
CHECK NUMBER(S)

008634

PAYMENT TYPE

Checks.	\$21,826.13
Cash	\$0.00
Credit Cards.	\$0.00
E-Fund Trans.	\$0.00
Others.	\$0.00
Total Applied	\$21,826.13
Total Tendered	\$26,518.39
(All Accounts)	
Change Paid	\$0.00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER:

JIM BERGER
 P O BOX 63
 SIMONTON, TX 77476

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

0

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 Berger, Jim & Norda
Address 1505 Brittmoore, Houston, TX 77043-3101
Telephone Number (If additional information is needed) 713-465-1130

IDENTIFICATION OF PROPERTY

Description of Property 0092 T Westall, Tract 59 (Pt), Acres 1.00
Address or Location of Property FM 1489
Account Number of Property 0092-00-000-592-901 or Receipt # 2002014776

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>2002</u>	<u>12/27/2002</u>	<u>\$21,826.13</u>	<u>\$1,302.73</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 2002 -- 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"

X Jim Berger
Signature

X 2-11-03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

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

FE. 2003

FEB 14 2003

DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner

HAMMAN DOROTHY A
 2902 N BLUE MEADOW CIR
 SUGAR LAND TX 77479-1508

Legal Description.

COLONY BEND SEC 2, BLOCK 3,
 LOT 13

Parcel Address 2902 N BLUE MEADOW CI
Legal Acres. 0.0000

> - -

Deposit No: LB035009
Validation No 900000000091156
Account No 2610-02 003-0130-907
Operator Code REPORT_MANAGER

Receipt Date 01/02/2003
Deposit Date 01/03/2003
Print Date 01/23/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	5,360	0.026200	27.60	0.00	0.00	27.60
2002	FORT BEND CO GEN FND	5,360	0.512540	540.01	0.00	0.00	540.01
				\$567.61	\$0.00	\$0.00	\$567.61

> - -

CHECK NUMBER(S)

004916

PAYMENT TYPE

Checks:	\$567.61
Cash:	\$0.00
Credit Cards:	\$0.00
E-Fund Trans.	\$0.00
Others:	\$0.00
Total Applied,	\$567.61
Total Tendered:	\$567.61
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

DOROTHY A HAMMAN
 TAMARA LYN COX
 2902 N BLUE MEADOW CIRCLE
 SUGAR LAND, TX 77479

(281) 341-3710

(281) 341-3741

0

State Property Tax Board
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P O Box 399, Richmond, TX 77406-0399
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer
IDENTIFICATION OF PROPERTY OWNER

Name Hamman, Dorothy A
Address 2902 N Blue Meadow Circle, Sugar Land, TX 77479
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property Colony Bend Sec 2, Block 3, Lot 13
Address or Location of Property 2902 N Blue Meadow Cir
Account Number of Property 2610-02-003-0130-907 or Receipt # 2002056270

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>2002</u>	<u>01/02/2003</u>	<u>\$567 61</u>	<u>\$538 74</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Add Over/65 Exemption
effective 01/01/2002 per Supplement #7

"I hereby apply for the refund of the above described taxes and certify that the information I have
given on this form is true and correct"

x Dorothy M. Hamman 2/14/03
Signature Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date

Signature of Presiding Officer(s) of Taxing Unit(s) for
Refund Applications over \$500 _____ Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the
following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a
fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term
up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in
Section 37 10, Penal Code

Refund 31 11

FEB 19 2003

DUPLICATE TAX RECEIPT



**MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner:

CUSHING EDWARD J
4426 NASSAU DR
SUGAR LAND TX 77479-2113

Legal Description:

LAKES OF AUSTIN PARK SEC I
R/P BLOCK 3, LOT 6

Parcel Address 4426 NASSAU DR
Legal Acres: 0.0000

> ~ ~
Deposit No LB033005
Validation No 90000000082911
Account No. 4767-01-003-0060-907
Operator Code REPORT_MANAGER

-- <
Receipt Date 12/30/2002
Deposit Date 12/31/2002
Print Date 01/23/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	53 960	0.026200	40.34	0.00	0.00	40.34
2002	FORT BEND CO GEN FND	53 960	0.512540	789.11	0.00	0.00	789.11
				5829.45	\$0.00	\$0.00	\$829.45

> ~ ~
CHECK NUMBER(S).

005935

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PAYMENT TYPE

Checks	\$829.45
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans.	\$0.00
Others	\$0.00
Total Applied	\$829.45
Total Tendered	\$829.45
(All Accounts)	
Change Paid	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER.

EDWARD J CUSHING
CAROLE L CUSHING
4426 NASSAU DRIVE
SUGAR LAND, TX 77479

(281) 341-3710

(281) 341-3741

0

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 Cushing, Edward J & Carole L
Address 4426 Nassau Dr, Sugar Land, TX 77479
Telephone Number (If additional information is needed) 281-980-0329

IDENTIFICATION OF PROPERTY

Description of Property Lakes of Austin Park Sec 1 R/P
Address or Location of Property 4426 Nassau Dr
Account Number of Property 4767-01-003-0060-907 or Receipt # 2002094893

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>2002</u>	<u>12/30/2002</u>	<u>\$829 45</u>	<u>\$538 74</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Credit Over/65
Exemption (has Homestead) per Supplement #7.

"I hereby apply for the refund of the above described taxes and certify that the information I have
given on this form is true and correct"

X Edward J. Cushing
Signature

X FEB. 14, 2003
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND Approval Disapproval

Signature of Authorized Officer

Date

Signature of Presiding Officer(s) of Taxing Unit(s) for
Refund Applications over \$500

Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the
following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a
fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term
up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in
Section 37 10, Penal Code

Refund 31 11

FEB 19 2003

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FEB 13 2003
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DUPLICATE TAX RECEIPT



**MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner

BODINE DANIEL E
11106 DARGAIL ST
SUGAR LAND , TX 77478-1822

Legal Description.

NORMAYBURN ESTATES, BLOCK 3,
LOT 3 & 4

Parcel Address: 11106 DARGAIL ST
Legal Acres 0.0000

> - -
Deposit No: LB034034
Validation No: 900000000087252
Account No: 5400-00-003-0300-907
Operator Code: REPORT_MANAGER

- - <
Receipt Date 12/31/2002
Deposit Date 01/02/2003
Print Date: 01/23/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	4,368	0.026200	27.34	0.00	0.00	27.34
2002	FORT BEND CO GEN FND	4,368	0.512540	534.93	0.00	0.00	534.93
				\$562.27	\$0.00	\$0.00	\$562.27

> - -
CHECK NUMBER(S).

000502

- - <
PAYMENT TYPE:

Checks	\$562.27
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans:	\$0.00
Others:	\$0.00
Total Applied:	\$562.27
Total Tendered. (All Accounts)	\$562.27
Change Paid. (All Accounts)	\$0.00

ACCOUNT PAID IN FULL

PAYER:

DANIEL E BODINE
HELEN M BODINE
11106 DARGAIL STREET
SUGAR LAND , TX 77478-1822

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

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DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

AS PER ORIGINAL

Certified Owner:

HILTON HARRY J & BEVERLY L
139 SELLER DR
SUGAR LAND TX 77479-5111

Legal Description

HIGH MEADOWS BLOCK 1 LOT 38

Parcel Address 0 139 SELLER DR
Legal Acres 0.0000

Deposit No LBO31013
Validation No 900000000077711
Account No 0010 00 001 07 0 007
Operator Code REPORT MANAGER

Receipt Date 12-16-2001
Deposit Date 12-17-2001
Print Date 01-13-2002

Year	Tax Unit Name	Tax Value	Tax Rate	Tax Fund	P&I	Atty Paid	Total
2002	FORT BEND CO SPAINAGE	136,770	0.007200	987.66	0.00	0.00	987.66
2002	FORT BEND CO GEN FND	136,770	0.13510	560.60	0.00	0.00	560.60
				\$589.26	\$0.00	\$0.00	\$589.26

CHECK NUMBER(S)

002056

PAYMENT TYPE

Checks	\$589.26
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans	\$0.00
Others	\$0.00
Total Applied	\$589.26
Total Tendered	\$589.26
(All Accounts)	
Change Paid	\$0.00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER

BEVERLY J HILTON
HARRY J HILTON
7507 SUNLIGHT LANE
HOUSTON TX 77095

(81) 341-3710

(81) 341-3711

0

FEB 21 2003

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 Hilton, Beverly J & Harry J
Address 7507 Sunlight Lane, Houston, TX 77095
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property High Meadows, Block 1, Lot 38
Address or Location of Property 139 Selkirk Dr
Account Number of Property 4010-00-001-0380-907 or Receipt # 2002087257

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>2002</u>	<u>12/26/2002</u>	<u>\$589 26</u>	<u>\$538 74</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Credit Over/65
Exemption (has Homestead) 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 [Signature]
Signature

X 2/14/03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

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

F
B
C
FEB 11 2003
C

DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

DE SPAIN WALTER L & LINDA L
 7823 SILENT FOREST DR
 SUGAR LAND , TX 77479-6501

Legal Description:

GREATWOOD TUSCANY PLACE SEC
 1, BLOCK 2, LOT 31

Parcel Address 7823 SILENT FOREST DR
Legal Acres: 0.0000

>--
Deposit No. 021217H1
Validation No. 90000000060999
Account No. 3016-01-002-0310-901
Operator Code JANIEM

--<
Receipt Date 12/11/2002
Deposit Date: 12/17/2002
Print Date: 01/23/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	240.856	0.026200	78.88	0.00	0.00	78.88
2002	FORT BEND CO GEN FND	240.856	0.512540	1,543.10	0.00	0.00	1,543.10
				\$1,621.98	\$0.00	\$0.00	\$1,621.98

>--
CHECK NUMBER(S)

48008127

--<
PAYMENT TYPE:

Checks	\$1,621.98
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans	\$0.00
Others	\$0.00
Total Applied	\$1,621.98
Total Tendered.	\$1,621.98
(All Accounts)	
Change Paid	\$0.00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER:

STEWART TITLE
 115 BAKER DRIVE
 TOMBALL, TX 77375-0000

(281) 341-371C

(281) 341-3741

0

DUPLICATE TAX RECEIPT



**MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner:

DE SPAIN WALTER L & LINDA L
7823 SILENT FOREST DR
SUGAR LAND , TX 77479-6501

Legal Description:

GREATWOOD TUSCANY PLACE SEC
1, BLOCK 2, LOT 31

Parcel Address. 7823 SILENT FOREST DR
Legal Acres. 0.0000

>--
Deposit No: 021217H1
Validation No: 900000000060969
Account No: 3016-01-002-0310-901
Operator Code: JANIEM

Receipt Date: 12/11/2002
Deposit Date: 12/17/2002
Print Date: 01/23/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMARCISD	286 070	1.664500	5 011.31	0 00	0 00	5,011.31
				<u>\$5,011.31</u>	<u>\$0 00</u>	<u>\$0 00</u>	<u>\$5,011.31</u>

>--
CHECK NUMBER(S).

48008131

PAYMENT TYPE:

Checks:	\$5,011.31
Cash:	\$0 00
Credit Cards:	\$0 00
E-Fund Trans:	\$0 00
Others:	\$0 00
Total Applied:	<u>\$5,011.31</u>
Total Tendered:	<u>\$5,011.31</u>
(All Accounts)	
Change Paid:	\$0 00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

STEWART TITLE
115 BAKER DRIVE
TOMBALL, TX 77375-0000

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

0

State Property Tax Board
Tax Refund Application 31.11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor/Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, TX 77406-0399
Address: City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:

Name: De Soan, Walter L. & Linda L. % Stewart Title
Address: 119 Baker Drive, Tomball, TX 77375
Telephone Number (if additional information is needed): _____

IDENTIFICATION OF PROPERTY

Description of Property: Greatwood Tuscany Place Sec 1, Block 2, Lot 31
Address or Location of Property: 7823 Silent Forest Dr, Sugar Land, TX 77479-6501
Account Number of Property: 3018-01-002-0310-901 or Receipt #: 2002068082

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>2002</u>	<u>12/11/2002</u>	<u>\$6633.29</u>	<u>\$574.07</u>
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Add Homestead exemption for 2002 per Supplement #7

I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct.

x Lenee Logas x 2/24/03
Signature Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment, 2. Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code

Refund 31.11

DUPLICATE TAX RECEIPT



**MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner:

BRIEN LOWELL & PATRICIA A
22730 JOHNDALE CT
KATY , TX 77494-0000

Legal Description:

GRAND LAKES SEC 10, BLOCK 3
LOT 41

Parcel Address 22730 JOHNDALE CT
Legal Acres 0.0000

>--
Deposit No 02120202
Validation No 90000000038312
Account No: 3519-10-003-0410-914
Operator Code: VERONICAJI

Receipt Date. 12/02/2002
Deposit Date: 12/02/2002
Print Date: 01/23/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	HARRIS F/B ESD #100	88 930	0.099000	157 34	0.00	0.00	157 34
2002	FORT BEND CO DRAINAGE	27 144	0.026200	33 31	0.00	0.00	33 31
2002	FORT BEND CO GEN FND	27 144	0.512540	651 66	0.00	0.00	651 66
				\$842 31	\$0 00	\$0 00	\$842 31

>--
CHECK NUMBER(S).

6307

PAYMENT TYPE.

Checks:	\$842 31
Cash:	\$0 00
Credit Cards:	\$0 00
E-Fund Trans:	\$0 00
Others:	\$0 00
Total Applied	\$842 31
Total Tendered (All Accounts)	\$842 31
Change Paid (All Accounts)	\$0 00

ACCOUNT PAID IN FULL

PAYER:

LOWELL E BRIEN SR
OR PATRICIA A BRIEN
22730 JOHNDALE CT
KATY , TX 77494-8228

(281) 341-3710

(281) 341-3741

0

APPLICATION FOR TAX REFUND

FEB 24 2003

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 Brien, Lowell E Sr & Patricia A
Address 22730 Johndale Ct, Katy, TX 77494-8228
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property Grand Lakes Sec 10, Block 3, Lot 41
Address or Location of Property 22730 Johndale Ct
Account Number of Property 3519-10-003-0410-914 or Receipt # 2002074985

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>2002</u>	<u>12/02/2002</u>	<u>\$842.31</u>	<u>\$608.04</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Credit Over/65
Exemption (has Homestead) per Supplement #7

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

X *Patricia A. Brien*
Signature

X 2/13/03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____

_____ Date

Signature of Presiding Officer(s) of Taxing Unit(s) for
Refund Applications over \$500 _____

_____ Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11

FEB 24 2003

DUPLICATE TAX RECEIPT



**MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST, SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner:

KERCHEVAL RICHARD T & ROSEMARY
1809 AUBURN TRL
SUGAR LAND TX 7
SUGAR LAND TX 7 00000 0000

Legal Description:

THE LANDING AT GREATWOOD SEC
1, BLOCK 1, LOT 14

Parcel Address 1809 AUBURN TRAILS
Legal Acres 0.0000

> - -
Deposit No LB001667
Validation No 900000000229741
Account No 7320-01-001-0140-901
Operator Code REPORT_MANAGER

Receipt Date 01/24/2003
Deposit Date 01/27/2003
Print Date 02/10/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	228 870	1.664500	3 809.54	0.00	0.00	3 809.54
2002	FORT BEND CO DRAINAGE	138 870	0.026200	36.38	0.00	0.00	36.38
2002	FORT BEND CO GEN FUND	138 870	0.512540	711.76	0.00	0.00	711.76
				\$4,557.68	\$0.00	\$0.00	\$4,557.68

> - -
CHECK NUMBER(S)
012069

PAYMENT TYPE

Checks:	\$4,557.68
Cash:	\$0.00
Credit Cards:	\$0.00
E-Fund Trans.	\$0.00
Others:	\$0.00
Total Applied:	\$4,557.68
Total Tendered:	\$4,557.68
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER.

A G EDWARDS
R T KERCHEVAL
1809 AUBURN TRAILS
SUGAR LAND, TX 77479-6333

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

0

State Property Tax Board
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P O Box 399, Richmond, TX 77406-0399
Address City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer

IDENTIFICATION OF PROPERTY OWNER

Name Kercheval, Richard T & Rosemary % A G Edwards
Address 1809 Auburn Trl, Sugar Land, TX 77479-6333
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property The Landing at Greatwood Sec 1, Block 1, Lot 14
Address or Location of Property 1809 Auburn Trl
Account Number of Property 7320-01-001-0140-901 or Receipt # 2002145138

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>2002</u>	<u>1/24/2003</u>	<u>\$4,557 68</u>	<u>\$1,049 91</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Add Over/65 Exemption
and transfer percentage--ownership change (no Homestead) per Supplement #7

"I hereby apply for the refund of the above described taxes and certify that the information I have
given on this form is true and correct"

X Richard T Kercheval
Signature

X 2-18-03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____

_____ Date

Signature of Presiding Officer(s) of Taxing Unit(s) for
Refund Applications over \$500 _____

_____ Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the
following penalties 1 Imprisonment of not more than 10 years nor less than 2 years and/or a
fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term
up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in
Section 37 10, Penal Code

Refund 31 11

FEB 25 2003

FEB 21 2003

DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner

SONG SUN HI
 2807 COUNTRY CLUB DR
 SUGAR LAND, TX 77478-1625

Legal Description:

SUGAR CREEK SEC 17 LOT 3 & 4
 (PT) (#4) (53.33 X 132.54 X
 IRR)

Parcel Address 0 2807 COUNTRY CLUB BLV
 Legal Acres 0.0000

> --
Deposit No. LB008005
Validation No. 900000000031223
Account No. 7550-17-000-0030-907
Operator Code ACT

Receipt Date 11/21/2002
Deposit Date 11/22/2002
Print Date 01/17/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	139 910	0.026200	36.66	0.00	0.00	36.66
2002	FORT BEND CO GEN FND	139 910	0.512540	717.09	0.00	0.00	717.09
				5753.75	\$0.00	\$0.00	\$753.75

> --
CHECK NUMBER(S).

209820

PAYMENT TYPE:

Checks:	\$753.75
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans	\$0.00
Others	\$0.00
Total Applied	\$753.75
Total Tendered	\$753.75
(All Accounts)	
Change Paid	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER.

FORT BEND OFFICE
 14905 SOUTHWEST FRI L'WAY ST# 200
 SUGAR LAND, TX 77478

(281) 341-3710

(281) 341-3741

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 Song, Sun H % Chicago Title Co
Address 14905 Southwest Freeway Ste 200, Sugar Land, TX 77478
Telephone Number (If additional information is needed): _____

IDENTIFICATION OF PROPERTY

Description of Property Sugar Creek Sec 17, Lot 3 & 4 (Pl) (#4), (53.33 X 132.54 X Ir)
Address or Location of Property 2907 Country Club Blvd, Sugar Land, TX 77478-3625
Account Number of Property 7550-17-000-0030-907 or Receipt #: 2002147561

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>2002</u>	<u>11/21/2002</u>	<u>\$753.75</u>	<u>\$689.48</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Add Homestead and Over/65
exemptions effective 01/01/2002 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."

x [Signature]
Signature

x 2-19-2003
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment; 2. Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

Refund 31 11

DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

BOOSMAN FAN H
 4922 CHAPEL HILL DR
 MISSOURI CITY , TX 77459-3971

Legal Description:

HERITAGE COLONY SEC 1, BLOCK
 3, LOT 28

Parcel Address. 0 4922 CHAPPEL HILL DR
Legal Acres. 0 0000

>--

Deposit No: LB033007
Validation No. 900000000083051
Account No: 4006-01-003-0280-907
Operator Code: REPORT_MANAGER

Receipt Date 12/30/2002
Deposit Date 12/31/2002
Print Date. 01/22/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	209,370	0 026200	43 88	0 00	0 00	43 88
2002	FORT BEND CO GEN FND	209,370	0 512540	858 48	0 00	0 00	858 48
				\$902 36	\$0 00	\$0 00	\$902 36

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CHECK NUMBER(S).

001927

PAYMENT TYPE:

Checks:	\$902 36
Cash:	\$0 00
Credit Cards:	\$0 00
E-Fund Trans:	\$0 00
Others:	\$0 00
Total Applied	\$902 36
Total Tendered:	\$902 36
(All Accounts)	
Change Paid:	\$0 00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

JAAP W BOOSMAN PHD
 FAN H BOOSMAN
 9706 HILLRIDGE DRIVE
 KENSINGTON , MD 20895-3225

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

0

APPLICATION FOR TAX REFUND

MAR 05 2003
7

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 Jeep W. Boosman, PhD & Fan H. Boosman
Address 9706 Hillbridge Dr. Kensington, MD 20895-3225
Telephone Number (If additional information is needed) (301) 946-9527

IDENTIFICATION OF PROPERTY

Description of Property Heritage Colony Sec 1, Block 3, Lot 28
Address or Location of Property 4922 Chappel Hill Dr
Account Number of Property 4006-01-003-0280-907 or Receipt # 2002086679

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>2002</u>	<u>12/30/2002</u>	<u>\$902.36</u>	<u>\$538.74</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 2002 -- Credit Over/65
Exemption (has Homestead) 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."

Jeep W. Boosman
Signature

27 February 2003
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over \$500 _____ Date _____

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment; 2 Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37 10, Penal Code

Refund 31 11

FBC MAR 05 2003 TAC

FBC MAR 04 2003 TAC

DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

AS PER ORIGINAL

Certified Owner:

SOLIZ BENITO G & CONNIE G
 303 DULLES AVE
 STAFFORD, TX 77477-0000

Legal Description:

THE PROMENADE AT STAFFORD RUN
 SEC 6, BLOCK 1, LOT 20

Parcel Address: 0 218 WILLARD'S WAY
Legal Acres: 0 0000

Deposit No M2202408
Validation No 900000000111979
Account No 5852-06-001-0200-910
Operator Code ACT

Receipt Date: 12/20/2002
Deposit Date: 01/10/2003
Print Date 03/11/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND WCID#2	115,620	0 162900	253 50	0 00	0 00	253 50
2002	HOLSTON COMMUNITY COLLEGE	60,620	0 081333	122 50	0 00	0 00	122 50
2002	STAFFORD MSD	99,496	1 710000	1,872 38	0 00	0 00	1,872 38
2002	FORT BEND CO DRAINAGE	24,496	0 026200	32 62	0 00	0 00	32 62
2002	FORT BEND CO GEN FND	24,496	0 512540	638 09	0 00	0 00	638 09
				\$2,919 09	\$0.00	\$0.00	\$2,919 09

CHECK NUMBER(S):

1060

PAYMENT TYPE:

Checks:	\$2,919 09
Cash:	\$0 00
Credit Cards:	\$0 00
E-Fund Trans.	\$0 00
Others:	\$0 00
Total Applied	\$2,919 09
Total Tendered	\$2,919 09
(All Accounts)	
Change Paid	\$0 00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

WELLS FARGO R.E. TAX SERVICE
 ATTN: LYNETTE OLSON
 ONE HOME CAMPUS, MAC X2502-011
 DES MOINES, IA 50328-0001

(281) 341-3710

(281) 341-3741

0

FORT BEND CENTRAL APPRAISAL DISTRICT
2801 B.F. TERRY BLVD.
ROSENBERG, TEXAS 77471-5600
PHONE: (281) 344-8623

Application for Residential Homestead Exemption
For 2000

For appraisal district use only
Legal Description.

Account Number:

R# 234643

Step 1:
Owner's Name
& address

Owner's name (person completing application)

Please attach copy of Driver's License or Personal ID Certification

Birth Date:

7-14-26

Current mailing address

Street address if different from mailing

303 Dulles Ave

218 WILLARDS WAY

City, State, Zip Code:

STAFFORD TX

Phone (area code & number)

Home 281-449 3300 Work 281-449 835

Date you first occupied home as your residence?

5-31-2000

Step 2:
describe your
property

Mobile Homes: give make, model and identification number

Make, Model and Identification number

Attach a copy of document of title from the Texas Department of Housing and Community Affairs if home is 8'x 40' or larger and document has not been canceled or a verified copy of the purchase contract that shows you as the owner of the mobile home.

Step 3:
Check
exemptions
that apply
to you

☒ **General Residential Exemption:** You qualify for this exemption if (1) you owned this property on January 1, (2) it was your residence homestead on January 1, (3) you have not claimed a residence homestead exemption on any other property.

☐ Application for homestead exemption for prior year, _____

You must have been owner/occupant on January 1 of the prior year to be eligible.

☒ **Over 65-Exemption:** You qualify for this exemption if you are 65 years of age or older. This exemption also includes a limitation, or ceiling. You can't claim a disability exemption if you claim this exemption. You must apply before the first anniversary of your qualification date for that tax year.

Please check if you will transfer a tax ceiling from your last home

Yes _____ No _____

Must furnish proof of age (copy of Birth Certificate or Medicare Card) for over 65 exemptions.

☐ **Disability Exemption:** You qualify for this exemption if you qualify for the general homestead exemption and on January 1 you were under a disability for the purpose of payment of disability benefits under the federal Old Age, Survivor's and Disability Insurance Act or you met the definition of disabled in that act. You can't claim an over-65 exemption if you claim this exemption. This exemption does NOT include a school tax limitation.

Must furnish proof of disability from Social Security

☐ **Over-55 Surviving spouse or a person who received the over-65 exemption:** You qualify for an extension of the over-65 exemption and the school tax limitation if (1) you were 55 of age or older on the date your spouse died, (2) your deceased spouse was receiving the over-65 exemption on this residence homestead or would have applied and qualified before the spouse's death for the tax year; and (3) your spouse died on or after December 1, 1987 (for school tax limitation). Please send a copy of death certificate.

Your Spouse's name _____

Date of death: _____

Step 4:
answer if
applies

Cooperative Housing Residents: Do you have an exclusive right to occupy this unit because you own stock in a cooperative housing cooperation? Yes _____ No _____

By signing this application, you state that you are qualified for the exemptions checked above. You state that the facts in this application are true and correct. You also state that you do not claim an exemption on another residence homestead. You must notify the chief appraiser if and when your right to the exemptions end. You swear or affirm that you have read and understand the penalty for filing a false statement.

Step 5:
sign & date
the application

Authorized signature

Sign here

Bonita D. Sales

Date 12-24-02

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

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: Soliz, Benito G. & Connie G. % Wells Fargo Home Mtg - Loan #2508477-6
Address: 405 SW 5th St. Des Moines, IA 50209 - Fax: (301) 846-8060
Telephone Number (if additional information is needed): _____

IDENTIFICATION OF PROPERTY:

Description of Property: The Promenade at Stafford Run Sec 8, Block 1, Lot 20
Address or Location of Property: 218 Willard's Way
Account Number of Property: 5852-06-001-0200-910 or Receipt #: 2002116728

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>2002</u>	<u>12/20/2002</u>	<u>\$2,919.09</u>	<u>\$900.31</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 2002 - Credit Over/65
Exemption (has Homestead) per Supplement #8.

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

X [Signature]
Signature

X 03-10-03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND. _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

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

POSTED 12/04/2001

PROPERTY OWNER:

EFFECTIVE 11/19/2001

POWELL LOY
% HARBOR FINANCIAL MORTGAGE CO
STE 100
340 N SAM HOUSTON PKY
HOUSTON, TX 77060-3313

ACCOUNT # 1010-00-006-0040-908
AS OF 2001 VALUE: \$37,320
LEGAL BERNARD RIVER PARK, BLOCK 6,
LOT 4,5 (PT)

CAD # R50095
EXEMPTIONS NONE
LOAN # 0714135
RECEIPT # 01122544357
COLLECTED \$1,031.56

YEAR	UNIT	Levy Paid	P & I	FEEs	PAYMENT
2001	KISD	559.80	.00	.00	559.80
2001	KENDLETON	261.24	.00	.00	261.24
2001	FBC-DF	9.89	.00	.00	9.89
2001	FBC-GF	200.63	.00	.00	200.63

PAID BY

TOTAL APPLIED TO

MATRIX FINANCIAL SERVICES CORP
P. O. BOX 35150
PHOENIX, AZ 85069-5150

LEVY \$1,031.56
P & I .00
FEE .00

TOTAL \$1,031.56

State Property Tax Board
Tax Refund Application 31.11 (4/82)

0714135

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 Powell, Mildred Lee % Matrix Financial Serv Corp -- Loan #0714135
Address PO Box 35150, Phoenix, AZ 85069-5150 -- Fax: (602) 749-2507 or 2504
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property Bernard River Park, Block 6, Lot 4.5 (Pt)
Address or Location of Property 13814 Willie Melton Blvd
Account Number of Property 1010-00-006-0040-908 or Receipt # 01122544357

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>2001</u>	<u>11/19/2001</u>	<u>\$1,031.56</u>	<u>\$606.52</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 2001 -- Credit Homestead and Over/65 Exemptions per Supplement #14

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

X Deanna Christensen for X 3-13-03
Signature Matrix Financial 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 _____ Date _____
Refund Applications over \$500

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

F T
B MAR 18 2003 A
C C

MAR 18 2003

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

TAX OFFICE

OFFICIAL TAX RECEIPT

POSTED 01/03/2002

PROPERTY OWNER:

EFFECTIVE 12/31/2001

GERARD D C
715 CHEVY CHASE CIR
SUGAR LAND, TX 77478-3603

ACCOUNT # 7550-01-008-1700-907
AS OF 2001 VALUE. \$239,760
LEGAL SUGAR CREEK SEC 1, BLOCK 8,
LOT 17, R/P

CAD # R113189
EXEMPTIONS HS
LOAN # 0008351177
RECEIPT # 02012591732
COLLECTED \$1,081.99

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
2001	FBC-DF	50.83	.00	.00	50.83
2001	FBC-GF	1,031.16	.00	.00	1,031.16

PAID BY:

CHASE MANHATTAN MORTGAGE CORP
6053 S FASHION SQ DR #200
MURRAY, UT 84017

TOTAL APPLIED TO.

LEVY	\$1,081.99
P & I	.00
FEE	.00
TOTAL	\$1,081.99

Prcnt #
Rpt #
Dep # 2003 2665



MARSHIA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner.

GERARD DAVID C & KATHRYN A
715 CHEVY CHASE CIR
SUGAR LAND, TX 77478-3603

Legal Description:

SUGAR CREEK SEC 1 BLOCK 8
LOT 17, R/P

Parcel Address. 715 CHEVY CHASE CIR
Legal Acres 0.0000

>--
Deposit No. 20032665
Validation No. 0000002012591733
Account No. 7550-01-008-1700-907
Operator Code. MORT

--<
Receipt Date. 12/31/2001
Deposit Date 01/03/2002
Print Date 03/14/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2001	FORT BEND COUNTY GENERAL	91,808	0.537600	1,031.16	0.00	0.00	1,031.16
				\$1,031.16	\$0.00	\$0.00	\$1,031.16

>--
CHECK NUMBER(S).

--<
PAYMENT TYPE

Checks:	\$0.00
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans	\$0.00
Others:	\$1,031.16
Total Applied	\$1,031.16
Total Tendered (All Accounts)	\$1,073.62
Change Paid. (All Accounts)	\$0.00

ACCOUNT PAID IN FULL

PAYER.

GERARD D C
715 CHEVY CHASE CIR
SUGAR LAND, TX 77478-3603

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

0



MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

GERARD DAVID C & KATHIRYN A
715 CHEVY CHASE CIR
SUGAR LAND , TX 77478-3603

Legal Description:

SUGAR CREEK SEC 1, BLOCK 8,
LOT 17, R/P

Parcel Address 715 CHEVY CHASE CIR
Legal Acres 0.0000

> - -
Deposit No 20032665
Validation No: 0000002012591732
Account No: 7550-01-008-1700-907
Operator Code: MORT

Receipt Date: 12/31/2001
Deposit Date: 01/03/2002
Print Date 03/14/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2001	DRAINAGE DISTRICT	91,808	0.026500	\$0.83	0.00	0.00	\$0.83
				\$50.83	\$0.00	\$0.00	\$50.83

> - -
CHECK NUMBER(S):

PAYMENT TYPE:

Checks	\$0.00
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans	\$0.00
Others	\$50.83
Total Applied	\$50.83
Total Tendered: (All Accounts)	\$672.21
Change Paid (All Accounts)	\$0.00

ACCOUNT PAID IN FULL

PAYER:

GERARD D C
715 CHEVY CHASE CIR
SUGAR LAND , TX 77478-3603

(281) 341-3710
(281) 341-3741
0

259-0224531
214-000
0008351177

AS PER ORIGINAL

State Property Tax Board
Tax Refund Application 31.11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor/Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P.O. Box 339, Richmond, TX 77408-0339
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: Gerard, D. C. % Chase Manhattan Mortgage Corp - Loan # 0008351177
Address: 6053 S Fashion Sq Dr #200, Murray UT 84017
Telephone Number (if additional information is needed): _____

IDENTIFICATION OF PROPERTY

Description of Property: Sugar Creek Sec 1, Block 8, Lot 17 R/P
Address or Location of Property: 715 Chevy Chase Cir, Sugar Land TX 77478-3803
Account Number of Property: 7550-01-00-1700-907 or Receipt #: 02012591732
7550-01-003-1700-907 DP

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>2001</u>	<u>12/31/2001</u>	<u>\$4084.00</u>	<u>\$554.10</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Add Over/65 Exemption
effective 1/1/2001 per Supplement #14

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

x Ticki Repue
Signature

x 3/20/02
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 _____ Date _____
Refund Applications over \$500

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

POSTED 01/14/2002

PROPERTY OWNER:

EFFECTIVE 01/11/2002

PASSMORE JOHN M JR & DONNA O
1419 SUGAR CREEK BLVD
SUGAR LAND, TX 77478-3929

ACCOUNT # 7550-23-014-0051-907
AS OF 2001 VALUE: \$476,060
LEGAL SUGAR CREEK SEC 23, BLOCK 14,
LOT 5 (N 1/2)

CAD # R114362
EXEMPTIONS NONE
LOAN # 5927961358
RECEIPT # 02012618831
COLLECTED \$2,685.46

YEAR	UNIT	Levy Paid	P & I	FEEs	PAYMENT
2001	FBC-DF	126.16	.00	.00	126.16
2001	FBC-GF	2,559.30	.00	.00	2,559.30

PAID BY

WASHINGTON MUTUAL, FA
% LERETA CORPORATION
1650 HWY. 6, SUITE #150
SUGAR LAND, TX 77478-4921

TOTAL APPLIED TO:

LEVY	\$2,685.46
P & I	.00
FEE	.00
TOTAL	\$2,685.46

ATTN Ellen
F (281) 240-4075 P 281 240-5599

Permit # 3009

Dup # 20142827

SYSTEM CORR.

MAR 18 2003

2001 SUP # 14

Cr H/S



**MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399**

Certified Owner:

PASSMORT JOHN M JR & DONNA O
1419 SUGAR CREEK BLVD
SUGAR LAND TX 77478-3929

Legal Description:

SUGAR CREEK SEC 23, BLOCK 14,
LOT 5 (N 1/2)

Parcel Address: 1419 SUGAR CREEK BLVD
Legal Acres 0.0000

> - -
Deposit No 20142827
Validation No 0000002012618832
Account No 7550 23-014-0051-907
Operator Code MORT

Receipt Date 01/11/2002
Deposit Date 01/14/2002
Print Date 03/18/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2001	FORT BEND COUNTY GENL RAL	380,848	0.537600	2,559.30	0.00	0.00	2,559.30
				\$2,559.30	\$0.00	\$0.00	\$2,559.30

> - -
CHECK NUMBER(S)

PAYMENT TYPE

Checks	\$0.00
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans	\$0.00
Others	\$2,559.30

Total Applied	\$2,559.30
Total Tendered	\$2,595.17
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER

PASSMORT JOHN M JR & DONNA O
1419 SUGAR CREEK BLVD
SUGAR LAND TX 77478-3929

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

0



MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST, SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

PASSMORE JOHN M JR & DONNA O
1419 SUGAR CREEK BLVD
SUGAR LAND, TX 77478-3929

Legal Description:

SUGAR CREEK SEC 23, BLOCK 14,
LOT 5 (N 1/2)

Parcel Address 1419 SUGAR CREEK BLVD
Legal Acres 0.0000

> - -
Deposit No 20142827
Validation No. 0000002012618831
Account No: 7550-23-014-0051-907
Operator Code: MORT

Receipt Date 01/11/2002
Deposit Date 01/14/2002
Print Date. 03/18/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2001	DRAINAGE DISTRICT	380.848	0.026500	126.16	0.00	0.00	126.16
				\$126.16	\$0.00	\$0.00	\$126.16

> - -
CHECK NUMBER(S).

PAYMENT TYPE:

Checks	\$0.00
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans	\$0.00
Others	\$126.16
Total Applied	\$126.16
Total Tendered (All Accounts)	\$1,411.67
Change Paid (All Accounts)	\$0.00
ACCOUNT PAID IN FULL	

PAYER:

PASSMORE JOHN M JR & DONNA O
1419 SUGAR CREEK BLVD
SUGAR LAND, TX 77478-3929

(281) 341-371
(281) 341-374

State Property Tax Board
Tax Refund Application 31 11 (4/82)

AS PER ORIGINAL

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, TX 77406-0399
Address City, State, Zip

In order to apply for a tax refund the following information must be provided by the taxpayer
IDENTIFICATION OF PROPERTY OWNER

Name Passmore, John M. Jr & Donna O % Washington Mutual, FA % Lereta Corp -
Loan # 5927961358
Address 1650 Hwy. 6, Suite #150, Sugar Land, TX 77478-4921
Telephone Number (If additional information is needed)

IDENTIFICATION OF PROPERTY

Description of Property: Sugar Creek Sec 23, Block 14, Lot 5 (N 1/2)
Address or Location of Property: 1419 Sugar Creek Blvd, Sugar Land, TX 77478-3929
Account Number of Property: 7550-23-014 0051-907 or Receipt # 02012618831

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>2001</u>	<u>1/11/2002</u>	<u>\$2685.46</u>	<u>\$537.10</u>

Taxpayer's reason for refund (attach supporting documentation) Add Homestead exemption per Supplement #14

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

X [Signature] X 3-18-03
Signature Date of Application of Tax Refund

DETERMINATION OF TAX REFUND Approval Disapproval

Signature of Authorized Officer Date

Signature of Presiding Officer(s) of Taxing Unit(s) for Refund Applications over \$500 Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties. 1 Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment, 2 Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

Refund 31 11

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

TAX OFFICE

OFFICIAL TAX RECEIPT

POSTED 01/24/2002

PROPERTY OWNER:

EFFECTIVE 01/24/2002

SZALAY MARIANNE

PO BOX 2317

SUGAR LAND, TX 77487-2317

ACCOUNT # 7700-02-003-0370-907

AS OF 2001 VALUE \$238,150

LEGAL SUGARWOOD R/P SEC 2, BLOCK 3,
LOT 37

CAD # R10940

EXEMPTIONS NONE

LOAN # 1452811

RECEIPT # 02012636842

COLLECTED \$1,343.40

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
2001	FBC-DF	63.11	.00	.00	63.11
2001	FBC-GF	1,280.29	.00	.00	1,280.29

PAID BY

TOTAL APPLIED TO:

COUNTRYWIDE HOME LOANS
ATTN: DEREK ECKERT
1757 TAPO CANYON RD, SV-24, #300
SIMI VALLEY, CA 93063

LEVY \$1,343.40

P & I .00

FEE .00

TOTAL \$1,343.40

Picant # 4121
Dep # 2024 2939

SYSTEM CORR.

MAR 18 2003

2001 SUP #14

Cr O A

NO H/S

DUPLICATE TAX RECEIPT



MARSHIA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner

SZALAY MARIANNE
 PO BOX 2317
 SUGAR LAND , TX 77487-2317

Legal Description:

SUGARWOOD R/P SEC 2, BLOCK 3,
 LOT 37

Parcel Address 2923 TORY HILL LN
Legal Acres 0.0000

> - -

Deposit No: 20242939
Validation No: 0000002012636843
Account No 7700-02-003-0370 907
Operator Code MORT

Receipt Date 01/24/2002
Deposit Date: 01/24/2002
Print Date 03/18/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2001	FORT BEND COUNTY GENERAL	138,150	0.537600	1,280.29	0.00	0.00	1,280.29
				\$1,280.29	\$0.00	\$0.00	\$1,280.29

> - -

CHECK NUMBER(S)

PAYMENT TYPE

Checks:	\$0.00
Cash:	\$0.00
Credit Cards	\$0.00
E-Fund Trans.	\$0.00
Others	\$1,280.29
Total Applied	\$1,280.29
Total Tendered	\$1,325.51
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER:

SZALAY MARIANNE
 PO BOX 2317
 SUGAR LAND , TX 77487-2317

(281) 341-3710

(281) 341-3741

0



MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

SZALAY MARIANNE
PO BOX 2317
SUGAR LAND , TX 77487-2317

Legal Description:

SUGARWOOD R/P SEC 2, BLOCK 3,
LOT 37

Parcel Address. 2923 TORY HILL LN
Legal Acres 0.0000

>--
Deposit No 20242939
Validation No 0000002012636842
Account No 7700-02-003-0370-907
Operator Code. MORT

--<
Receipt Date. 01/24/2002
Deposit Date 01/24/2002
Print Date 03/18/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2001	DRAINAGE DISTRICT	138.150	0.026500	63.11	0.00	0.00	63.11
				\$63.11	\$0.00	\$0.00	\$63.11

>--
CHECK NUMBER(S)

--<
PAYMENT TYPE

Checks	\$0.00
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans	\$0.00
Others	\$63.11
Total Applied	\$63.11
Total Tendered: (All Accounts)	\$1,019.44
Change Paid (All Accounts)	\$0.00

ACCOUNT PAID IN FULL

PAYER.

SZALAY MARIANNE
PO BOX 2317
SUGAR LAND , TX 77487-2317

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

0

AS PER ORIGINAL

State Property Tax Board
Tax Refund Application 31 11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, TX 77406-0399
Address, City State Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer
IDENTIFICATION OF PROPERTY OWNER.

Name Szalay, Marianne % Countrywide Home Loans - Loan # 02012636842
Address 1757 Tapa Canyon Rd. SV-24, #300, Simi Valley, CA 93063
Telephone Number (If additional information is needed) _____

IDENTIFICATION OF PROPERTY

Description of Property Sugarwood R/P Sec 2, Block 3, Lot 37
Address or Location of Property 2923 Tory Hill Ln, Sugar Land, TX 77478
Account Number of Property 7700-02-003-0370-907 or Receipt # 02012636842

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>2001</u>	<u>01/24/2002</u>	<u>\$1343.40</u>	<u>\$564.10</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Add Over/65 exemption
effective 1/1/2001 per Supplement #14

"I hereby apply for the refund of the above described taxes and certify that the information I have
given on this form is true and correct."

X [Signature]
Signature

X March 18, 2003
Date of Application or Tax Refund

DETERMINATION OF TAX REFUND _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

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, 500 LIBERTY ST , SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

SMITH JANE B & H IRVIN
 2910 HAMPTON DR
 MISSOURI CITY , TX 77459-3205

Legal Description

QUAIL VALLEY THUNDERBIRD SEC
 1 BLOCK 13 LOT 66

Parcel Address 0 2910 HAMPTON DR
Legal Acres 0.0000

> - -
Deposit No M2002065
Validation No 900000000136624
Account No 5915-01-013-6600-907
Operator Code ACT

Receipt Date 12/31/2002
Deposit Date 01/10/2003
Print Date 03/10/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	62 784	0 026200	42 65	0 00	0 00	42 65
2002	FORT BEND CO GEN FND	62 784	0 512540	834 33	0 00	0 00	834 33
				\$876 98	\$0 00	\$0 00	\$876 98

> - -
CHECK NUMBER(S)

1161

PAYMENT TYPE

Checks	\$876 98
Cash	\$0 00
Credit Cards	\$0 00
E-Fund Trans	\$0 00
Others:	\$0 00
Total Applied	\$876 98
Total Tendered	\$876 98
(All Accounts)	
Change Paid	\$0 00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER:

IRWIN MORTGAGE CORPORATION
 1123 S PARKVIEW
 DELETED CODE SEE #202065
 COVINA , CA 91724

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

0

State Property Tax Board
Tax Refund Application 31.11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor/Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, TX 77406-0399
Address: City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer

IDENTIFICATION OF PROPERTY OWNER

Name: Smith, Jane B & H Irvin % Irwin Mortgage Corp

Address: 1123 S Parkview, Covina, CA 91724

Telephone Number (if additional information is needed): _____

IDENTIFICATION OF PROPERTY

Description of Property: Quail Valley Thunderbird Sec 1, Block 13, Lot 88

Address or Location of Property: 2910 Hampton Dr., Missouri City, TX 77459-3205

Account Number of Property: 5915-01-013-6800-907 or Receipt
9000000000136624

INFORMATION ON 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>2002</u>	<u>12/31/2002</u>	<u>\$878.98</u>	<u>\$538.74</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Add Over Sixty Five
exemption effective 1/1/2002

"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."

Jerry Volky
Signature

3-18-03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND: Approval Disapproval

Signature of Authorized Officer

Date

Signature of Presiding Officer(s) of Taxing Unit(s) for
Refund Applications over \$500

Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment; 2. Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner.

GROSS PHYLLIS L
 12923 STRATFORD MILL LN
 SUGAR LAND , TX 77478-4746

Legal Description.

STRATFORD PARK VILLAGE THREE
 BLOCK 1 LOT 11

Parcel Address: 0 12923 STRATFORD MILL
Legal Acres 0.0000

>--

Deposit No. M2002066
Validation No. 900000000140268
Account No 7515-03-001-0110-907
Operator Code ACT

Receipt Date 12/31/2002
Deposit Date 01/10/2003
Print Date 03/10/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	25 210	0.026200	32.81	0.00	0.00	32.81
2002	FORT BEND CO GEN FND	25 210	0.512540	641.75	0.00	0.00	641.75
				\$674.56	\$0.00	\$0.00	\$674.56

>--

CHECK NUMBER(S)

4805

PAYMENT TYPE

Checks	\$674.56
Cash	\$0.00
Credit Cards	\$0.00
E-Fund Trans.	\$0.00
Others	\$0.00
Total Applied	\$674.56
Total Tendered.	\$674.56
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL**PAYER:**

WASHINGTON MUTUAL, FA
 % LERETA CORPORATION
 1650 HWY 6, SUITE #150
 SUGAR LAND , TX 77478-4921

(281) 341-3710

(281) 341-3741

0

DUPLICATE TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

LEWIS CECIL E & SHIRLEY L
 218 TARA PLANTATION DR
 RICHMOND , TX 77469-5946

Legal Description:

TARA SEC 3 BLOCK 15 LOT 11

Parcel Address 0 218 TARA PLANTATION D
Legal Acres 0 0000

> - -
Deposit No M2200363
Validation No. 900000000123173
Account No. 8695-03-015-0110-901
Operator Code ACT

- - <
Receipt Date 12/31/2002
Deposit Date 01/12/2003
Print Date 03/11/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	54 340	1 664500	1 070 94	0 00	0 00	1,070 94
2002	FORT BEND CO DRAINAGE	0	0 026200	16 63	0 00	0 00	16 63
2002	FORT BEND CO GLN FND	0	0 512540	325 32	0 00	0 00	325 32
				\$1,412 89	\$0 00	\$0 00	\$1,412 89

> - -
CHECK NUMBER(S)

2959

- - <
PAYMENT TYPE

Checks	\$1,412 89
Cash	\$0 00
Credit Cards	\$0 00
E-Fund Trans	\$0 00
Others	\$0 00
Total Applied	\$1,412 89
Total Tendered	\$1,412 89
(All Accounts)	
Change Paid	\$0 00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER:

HIBERNIA NATIONAL BANK
 P O BOX 569771
 DALLAS, TX 75356

(281) 341-3710

(281) 341-3741

0

State Property Tax Board
Tax Refund Application 31.11 (4/82)

AS PER ORIGINAL

APPLICATION FOR TAX REFUND

Collecting Office Name Fort Bend County Tax Assessor/Collector
Collecting Tax For Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, TX 77406-0399
Address: City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer

IDENTIFICATION OF PROPERTY OWNER

Name: Lewis Cecil E & Shirley L % Hibernia National Bank

Address PO Box 569771, Dallas, TX 75356

Telephone Number (If additional information is needed)

IDENTIFICATION OF PROPERTY

Description of Property: Tara Sec 3, Block 15, Lot 1

Address or Location of Property 218 Tara Plantation Dr., Richmond, TX 77469

Account Number of Property: 8695-03-015-0110-9C1 or Receipt
#: 9000000000123173

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>2002</u>	<u>12/31/2002</u>	<u>\$1412.89</u>	<u>\$508.40</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) Add over sixty five exemption effective 1/1/2002

"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

3/19/03
Date of Application of Tax Refund

DETERMINATION OF TAX REFUND Approval Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment; 2. Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code

Refund 31.11

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

AGENDA ITEM

DATE SUBMITTED: 4/1/03

SUBMITTED BY: Ann Werlein

AGENDA

COURT AGENDA DATE: 4/8/03

DEPARTMENT: County Judge

18 A

PHONE NO.:

SUMMARY OF ITEM: Take all appropriate action to approve Resolution that smoking shall be strictly prohibited in all enclosed buildings owned or leased by Fort Bend County and additionally smoking is prohibited within twenty five feet from the doorway of any county-owned or leased facility.

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☐

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

4-11-03 Original Resolution sent to Ann @ Co. Judges Office.

STATE OF TEXAS §

COUNTY OF FORT BEND §

RECORDED ON 4-17-03
IN THE COMMISSIONER COURT
MINUTES OF 4-8-03

RESOLUTION

On this the 8th day of April, 2003, the Commissioners Court, acting as the governing body of Fort Bend County, at a regular meeting upon motion of Commissioner STANISHA, seconded by Commissioner PATTERSON, duly put and carried:

WHEREAS, pursuant to Tex Loc Gov Code, Section 291.001(3), the Commissioners Court of Fort Bend County, Texas is obligated to maintain all of the County's courthouses, offices and other public buildings,

WHEREAS, this statutory obligation contemplates that these buildings be maintained in a habitable and usable state, and

WHEREAS, the Counties of this State have general authority to provide for the health and welfare of persons within these Counties; and

WHEREAS, the use of tobacco products and the presence of second-hand smoke in county facilities may present a real and substantial health threat to the county's employees and citizens, and, further, may create burdens in the form of increased medical claims and insurance cost

NOW, THEREFORE, it is hereby **RESOLVED AND ORDERED** that effective April 21, 2003 smoking shall be strictly prohibited in all enclosed buildings owned or leased by Fort Bend County. The ignition of any and all materials by any method whatsoever, including but not limited to cigarettes, cigars and pipes, shall be banned from all county-owned or county leased facilities from said date.

Additionally, smoking is prohibited within twenty-five (25) feet from the doorway of any county-owned or leased facility

PASSED AND APPROVED this 8th day of April, 2003

FORT BEND COUNTY

By

Robert E Hebert
Robert E Hebert, County Judge

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

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

DATE SUBMITTED: March 25, 2003

SUBMITTED BY: Marsha P. Gaines
DEPARTMENT: Tax Assessor/Collector
PHONE NO.: 281-341-3730

AGENDA

19

COURT AGENDA DATE: ~~April 1, 2003~~ April 8, 2003

SUMMARY OF ITEM. Request for waiver of Penalty and Interest - Easy, Hugh C.; Acct#: 3850-22-002-0030-907; 2002 Tax Year; Precinct 2.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Consider waiver of Penalty and Interest
Tax Assessor/Collector does recommend waiver of Penalty and Interest



COUNTY JUDGE

Fort Bend County, Texas

Robert E Hebert
County Judge

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

March 28, 2003

Mr Hugh C Easy
2111 Mountshire Drive
Missouri City, Texas 77489-3222

Reference. Account # 3850-22-002-0030-907
Tax Year 2002, Precinct 2

Dear Mr Easy

The County has received your request to waive penalty and interest in the amount of \$50.98 on property taxes for the referenced account for the year 2002

If you have documented proof of an **error** on the part of the County Tax Office or the Central Appraisal District, you may send that documentation for presentation to the Commissioners Court on April 8, 2003, at 1:00 p.m, when your request will be considered. The Commissioners Court is located at the William B Travis Building, 301 Jackson Street, Suite 700, in Richmond, Texas

Please contact your Commissioner, Grady Prestage, at 281-403-8000 if you wish to discuss your request in further detail

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District

Sincerely

A handwritten signature in black ink, appearing to read "Robert E Hebert", is written over a horizontal line.

Robert E Hebert

cc Commissioner, Precinct 2, Grady Prestage

.....

2111 Mountshire Dr
Missouri City, Texas 77489
281-438-9443

March 4, 2003

County Judge Robert E Hebert
301 Jackson, Suite 719
Richmond, Texas 77469

RE Waiver of Penalty and Interest
Acct # 3850-22-002-0030-907

Dear Judge Hebert,

In April of 2002 I (Hugh Easy) purchased the home at 2111 Mountshire Dr Missouri City, Texas 77489 As you can see the original 2002 Tax Statement for Account 3850-22-002-0030-907 was sent to Royce Model Homes At 7850 N Sam Houston Parkway And never got forwarded to 2111 Mountshire Dr

I did receive the delinquency notice that was forward to me from Royce Model Homes on 2/5/2003 At that time I contact the Fort Bend County Tax Assessor/ Collector to notify them that we never received the original 2002 Tax Statement for 2002 A new delinquency Statement was sent to me at 2111 Mountshire Dr on 2/13/2003 The Statement was paid in full on 2/19/2003

I am asking for a refund of \$50.98 for the delinquency fee.

Sincerely,


Hugh C Easy

Precinct #2

.....

CONTINUATION OF SELLER SIGNATURES

(Seller Acknowledgment)

AS PER ORIGINAL

State of Texas

County of Fort Bend

This instrument was acknowledged before me on _____ by BETTY WOODRUFF AS VP OF HAMMERSMITH GROUP, INC A, DELAWARE CORP ACTING IN ITS CAPACITY AS GENERAL PARTNER OF ROYCE HOMES, LTD ROYCE HOMES, L P of ROYCE MODEL HOMES, L P , on behalf of said corporation

Notary Public, State of Texas

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property

Date: April 30, 2002

Hugh C Easy
HUGH C EASY

(Buyer Acknowledgment)

State of Texas

County of Fort Bend

This instrument was acknowledged before me on 4/30/02

by HUGH C EASY

[Signature]
Notary Public, State of Texas

(Note: Correct District name, tax rate, bond amounts, standby fee amount, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the Notice shall be executed by the seller and purchaser as indicated. If the District does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the District has not yet levied taxes, a statement, if any, is to be placed in the appropriate space. If the District does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the Notice may be deleted. For the purposes of the Notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on his behalf may modify the Notice by substitution of the words "January 1, _____" for the words "this date" and place the correct calendar year in the appropriate space.)

RETURN TO: HUGH C EASY
2111 MOUNTSHIRE DRIVE
MISSOURI CITY, TEXAS 77489



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

Legal Description:

HUNTERS GLEN SEC 5-B2, BLOCK
2, LOT 3

Account Number. 3850-22-002-0030-907

Legal Acres 0000

Parcel Address: 2111 MOUNTSHIRE DR

As of Date: 02/03/2003

Year	Tax Units	Remaining Levy	IF PAID IN FEBRUARY 2003		IF PAID IN MARCH 2003		IF PAID IN APRIL 2003	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2002	78 79	\$728.27	\$50.98	\$779.25	\$65.55	\$793.82	\$80.11	\$808.38
TOTAL AMOUNT DUE		\$728.27	\$50.98	\$779.25	\$65.55	\$793.82	\$80.11	\$808.38

Tax Unit Codes:

78 FORT BEND CO DRAINAGE 79 FORT BEND CO GEN ENF

*Hugh C. Easy
2111 Mountshire TX
Missouri City 77489*

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

Print Date: 02/03/2003

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

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399
(281) 341-3710
(281) 341-3741
0



* 3 8 5 0 2 2 0 0 2 0 0 3 0 9 0 7 *

3850-22-002-0030-907
ROYCE MODEL HOMES
7850 N SAM HOUSTON PRKWY W
HOUSTON, TX 77064-3423

AMOUNT PAID:

\$

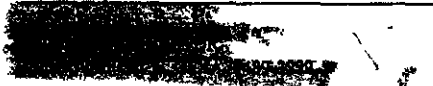
R223389 0000 022003 0000077925 3

DELINQUENT TAX STATEMENT DETAIL



MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner



Legal Description

HUNTERS GLEN SEC 5-B2, BLOCK
2, LOT 3

Account Number 3850-22-002-0030-907

Legal Acres 0000

Parcel Address 2111 MOUNTSHIRE DR

As of Date 02/10/2003

Print Date.

Year	Rec Type	Receipt	Tax Units	Delinq Data MM/YY	Remaining Levy	IF PAID IN FEBRUARY 2003		IF PAID IN MARCH 2003		IF PAID IN APRIL 2003	
						Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2002	TL	2002084974	78	02/03	\$35.42	\$2.48	\$37.90	\$3.19	\$38.61	\$3.90	\$39.32
	TL	2002084974	79	02/03	\$692.85	\$48.50	\$741.35	\$62.36	\$755.21	\$76.21	\$769.06
Subtotal for 2002					\$728.27	\$50.98	\$779.25	\$65.55	\$793.82	\$80.11	\$808.38
TOTAL AMOUNT DUE					\$728.27	\$50.98	\$779.25	\$65.55	\$793.82	\$80.11	\$808.38

Tax Unit Codes

78 FORT BEND CO DRAINAGE 79 FORT BEND CO GEN FND



MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

EASY HUGH C
 2111 MOUNTSHIRE DR
 MISSOURI CITY, TX 77489-3222

Legal Description.

HUNTERS GLEN SEC 5-B2, BLOCK
 2, LOT 3

Parcel Address. 2111 MOUNTSHIRE DR
 Legal Acres. 0.0000

>--
Deposit No. 030219F1
Validation No 900000000282632
Account No. 3850-22-002-0030-907
Operator Code IRENEA

--<
Receipt Date: 02/19/2003
Deposit Date 02/19/2003
Print Date 02/19/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	135,180	0.026200	35.42	2.48	0.00	37.90
2002	FORT BEND CO GEN FND	135,180	0.512540	692.85	48.50	0.00	741.35
				\$728.27	\$50.98	\$0.00	\$779.25

>--
CHECK NUMBER(S)

1016

PAYMENT TYPE.

Checks. \$779.25
 Cash. \$0.00
 Credit Cards. \$0.00
 E-Fund Trans. \$0.00
 Others. \$0.00

Total Applied. \$779.25

Total Tendered:
 (All Accounts)

Change Paid \$0.00
 (All Accounts)

ACCOUNT PAID IN FULL

PAYER:

MARIE RODGERS
 2111 MOUNTAINSHIRE DR
 MISSOURI CITY, TX 77489

(281) 341-3710

(281) 341-3741

0

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE: March 20, 2003

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

FROM: Marsha P Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest -Easy, Hugh C.; Acct#: 3850-22-002-0030-907;
2002 Tax Year; Legal Description: Hunters Glen Sec 5-B2, Block 2, Lot 3, **Precinct 2**

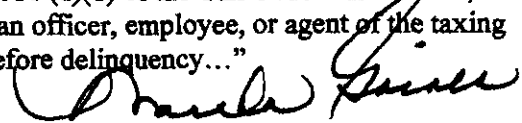
Hugh C. Easy is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

- see attached synopsis

Breakdown of Taxes Paid.

Base Tax	\$728.27
Penalty and Interest	\$ 50.98
Attorney Fees	\$ <u>0.00</u>
Total Paid	\$779.25

I do recommend waiver of penalty and interest due to Section 33.011 (a)(1) of the Tax Code which states, "...shall waive penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit...caused or resulted in the taxpayer's failure to pay the tax before delinquency..."



MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

Tax Office records indicate:

- 2002 original tax roll has the above referenced account number listed as Royce Model Homes, 7850 N Sam Houston Prkwy W, Houston, TX 77064-3423
- October 2002, original 2002 tax statement mailed to Royce Model Homes, 7850 N Sam Houston Prkwy W, Houston, TX 77064-3423
- October 2, 2002, our office received name and address report #2 from the Fort Bend Central Appraisal District. At this time, the tape for processing was sent to our tax system agents (ACT)
- The processing of this name and address report was overlooked by the agents and the tape was never processed in the tax system.
- At the end of January 2003, our office processed the change (manually) on the account and mailed a 2002 tax statement to the current owner: Easy, Hugh C, 2111 Mountshire Dr , Missouri City, TX 77489-3222
- No returned mail received on this account.
- Payment for the 2002 taxes was made by Marie Rodgers at 2111 Mountainshire Dr., Missouri City, TX 77489, on February 19, 2003, for Fort Bend County property taxes.

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

DATE SUBMITTED: March 25, 2003

SUBMITTED BY: Marsha P. Gaines
DEPARTMENT: Tax Assessor/Collector
PHONE NO.: 281-341-3730

AGENDA

20 A

COURT AGENDA DATE: ~~April 1, 2003~~
April 8, 2003

SUMMARY OF ITEM: Request for waiver of Penalty and Interest – Landrum, Bernie & Delores M.; Acct#: 2290-05-003-0480-914; 2002 Tax Year; Precinct 3.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

FEB 26 2003
COUNTY JUDGE

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()

COUNTY JUDGE

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

CC with back up:

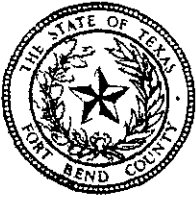
yes (X) Auditor	(281-341-3774)	yes (X) Comm. Pct. 1(281-342-0587)
yes (X) Budget Officer	(281-344-3954)	yes (X) Comm. Pct. 2(281-403-8009)
yes (X) County Attorney	(281-341-4557)	yes (X) Comm. Pct. 3(281-242-9060)
yes () Purchasing Agent	(281-341-8642)	yes (X) Comm. Pct. 4(281-980-9077)
yes (X) County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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Consider waiver of Penalty and Interest
Tax Assessor/Collector does recommend waiver of Penalty and Interest



COUNTY JUDGE

Fort Bend County, Texas

Robert E. Hebert
County Judge

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

March 28, 2003

Mr. Bernie Landrum
24611 Queensfield Court
Katy, Texas 77494

Reference Account # 2290-05-003-0480-914
 Tax Year 2002, Precinct 3

Dear Mr. Landrum:

The County has received your request to waive penalty and interest for an amount totaling \$9.27 on property taxes for the referenced accounts for the year 2002.

If you have documented proof of an **error** on the part of the County Tax Office or the Central Appraisal District, you may send that documentation for presentation to the Commissioners Court on April 8, 2003, at 1:00 p.m., when your request will be considered. The Commissioners Court is located at the William B. Travis Building, 301 Jackson Street, Suite 700, in Richmond, Texas.

Please contact your Commissioner, Andy Meyers, at 281-494-9076 if you wish to discuss your request in further detail.

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Hebert", with a stylized flourish at the end.

Robert E. Hebert

cc Commissioner, Precinct 3, Andy Meyers

March 13, 2003

County Judge Robert E. Hebert
301 Jackson, Suite 179
Richmond, TX 77469

Re: This account is Paid in Full - \$141.71 – Check #5980
Account No.: 2290-05-003-0480-914

Legal Description: Cinco Ranch West
Section 5, Block 3, Lot 48
Year(s) in Question: 2002
Current Mailing Address: Bernie Landrum
24611 Queensfield Court
Katy, TX 77494
281-392-7901

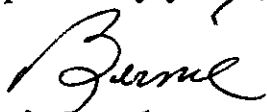
Judge Hebert:

I received my tax bill in February, 2003 (see attached 2002 tax statement, copy #1). Please note the print date of February 5, 2003 on the statement. I could not pay this in time to avoid a penalty because of it being mailed late. I spoke to a representative at the tax assessor's office and she said to pay the penalty and then send you this letter for disposition of the \$9.27 penalty and interest.

In an effort to reduce county operating costs, this matter can be handled by examining the documents and mailing me a check.

Note: Please remove any references to me being delinquent on my taxes.

Respectfully yours,


Bernie Landrum

2002 TAX STATEMENT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399
PHONE NO. (281) 341-3710 . (281) 341-3741

Certified Owner:

LANDRUM BERNIE & DELORES M
24611 QUEENSFIELD CT
KATY , TX 77494-4549

Legal Description:

CINCO RANCH WEST SEC 5, BLOCK
3, LOT 48

Legal Acres: 0000

Parcel Address: 24611 QUEENSFIELD CT

As of Date: 02/05/2003

Print Name: ~~XXXXXXXXXX~~

Account No: 2290-05-003-0480-914

CAD No. R252326

\$20,800	\$0	\$20,800	\$20,800	\$20,800	\$20,800	\$0	\$0
FORT BEND CO GEN FND	\$20,800	\$0	\$20,800	0.512540	\$106.61		
FORT BEND ESD#2	\$20,800	\$0	\$20,800	0.098000	\$20.38		
FORT BEND CO DRAINAGE	\$20,800	\$0	\$20,800	0.026200	\$5.45		

Total Tax: \$132.44
Total Tax Paid to date: \$0.00
Total Tax Remaining: \$132.44

Exemptions:

AMOUNT DUE IF PAID BY THE END OF:

\$141.71	\$144.35	\$147.01	\$149.66	\$152.31	\$186.34
\$187.92	\$189.50	\$191.07	\$192.64	\$194.23	\$195.81

Note: This was Due in Jan & we did not see till
Feb - all em. post marked 2-5-03

Check Mailed
for \$132.44

Copy #1

they will mail us
a Homestead + an extra
65 years for a whole
percentage for the
state of Texas - we
this Bill - we
now to come it
& report

TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P.O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

LANDRUM BERNIE & DELORES M
24611 QUEENSFIELD CT
KATY, TX 77494-4549

Legal Description:

CINCO RANCH WEST SEC 5, BLOCK
3, LOT 48

Parcel Address: 24611 QUEENSFIELD CT
Legal Acres. 0.0000

> - -
Deposit No: 03022712
Validation No: 900000000290440
Account No: 2290-05-003-0480-914
Operator Code: VISHAKHAS

Receipt Date: 02/12/2003
Deposit Date: 02/27/2003
Print Date: 02/27/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND ESD#2	20,800	0.098000	20.38	1.43	0.00	21.81
2002	FORT BEND CO DRAINAGE	20,800	0.026200	5.45	0.38	0.00	5.83
2002	FORT BEND CO GEN FND	20,800	0.512540	106.61	7.46	0.00	114.07
				\$132.44	\$9.27	\$0.00	\$141.71

> - -
CHECK NUMBER(S):

5980

Copy # 2

PAYMENT TYPE:

Checks:	\$141.71
Cash:	\$0.00
Credit Cards:	\$0.00
E-Fund Trans:	\$0.00
Others:	\$0.00
Total Applied:	\$141.71
Total Tendered:	\$141.71
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER:

LANDRUM BERNIE & DELORES M
24611 QUEENSFIELD CT
KATY, TX 77494-4549

(281) 341-3710

(281) 341-3741

9

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE. March 20, 2003

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

FROM Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest -Landrum, Bernie & Delores M., Acct#: 2290-05-003-0480-914;
2002 Tax Year; Legal Description: Cinco Ranch West Sec 5, Block 3, Lot 48; **Precinct 3**

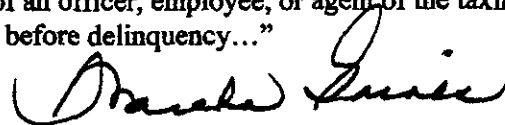
Bernie Landrum is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year

- see attached synopsis

Breakdown of Taxes Paid:

Base Tax	\$132.44
Penalty and Interest	\$ 9.27
Attorney Fees	\$ <u>0.00</u>
Total Paid	\$141 71

I do recommend waiver of penalty and interest due to Section 33 011 (a)(1) of the Tax Code which states, "...shall waive penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit...caused or resulted in the taxpayer's failure to pay the tax before delinquency..."



MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O. Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

Tax Office records indicate:

- 2002 original tax roll has the above referenced account number listed as Pulte Homes of Texas LP, PO Box 219218, Houston, TX 77218-9218
- October 2002, original 2002 tax statement mailed to Pulte Homes of Texas LP, PO Box 219218, Houston, TX 77218-9218
- October 2, 2002, our office received name and address report #2 from the Fort Bend Central Appraisal District. At this time, the tape for processing was sent to our tax system agents (ACT)
- The processing of this name and address report was overlooked by the agents and the tape was never processed in the tax system.
- At the end of January 2003, our office processed the change (manually) on the account and mailed a 2002 tax statement to the current owner: Landrum Bernie & Delores M, 24611 Queensfield Ct, Katy, TX 77494-4549
- No returned mail received on this account.
- Payment for the 2002 taxes was made by Landrum, Bernie & Delores M on February 12, 2003, for Fort Bend County and Fort Bend Emergency Services District #2 property taxes.

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

AGENDA #

DATE SUBMITTED: March 25, 2003

SUBMITTED BY: Marsha P. Gaines
DEPARTMENT: Tax Assessor/Collector
PHONE NO.: 281-341-3730

AGENDA

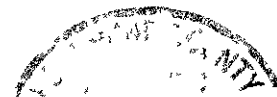
20 B

COURT AGENDA DATE: ~~April 1, 2003~~ April 8, 2003

SUMMARY OF ITEM: Request for waiver of Penalty and Interest - Gardner, Samuel & Janet; Acct#: 2273-11-001-0290-914, 2002 Tax Year; Precinct 3.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation



APR 26 2003

FINANCIAL SUMMARY:

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



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

CC with back up:

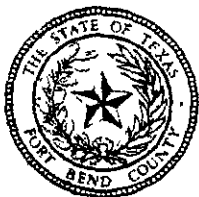
yes (X) Auditor	(281-341-3774)	yes (X) Comm. Pct. 1	(281-342-0587)
yes (X) Budget Officer	(281-344-3954)	yes (X) Comm. Pct. 2	(281-403-8009)
yes (X) County Attorney	(281-341-4557)	yes (X) Comm. Pct. 3	(281-242-9060)
yes () Purchasing Agent	(281-341-8642)	yes (X) Comm. Pct. 4	(281-980-9077)
yes (X) County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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Consider waiver of Penalty and Interest
Tax Assessor/Collector does recommend waiver of Penalty and Interest



COUNTY JUDGE

Fort Bend County, Texas

Robert E. Hebert
County Judge

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

March 28, 2003

Samuel T. Gardner, M.D.
22026 Windmill Bluff Lane
Katy, Texas 77450

Reference Account # 2273-11-001-0290-914
 Tax Year 2002, Precinct 3

Dear Dr. Gardner:

The County has received your request to waive penalty and interest for an amount totaling \$101.26 on property taxes for the referenced accounts for the year 2002.

If you have documented proof of an **error** on the part of the County Tax Office or the Central Appraisal District, you may send that documentation for presentation to the Commissioners Court on April 8, 2003, at 1:00 p.m., when your request will be considered. The Commissioners Court is located at the William B. Travis Building, 301 Jackson Street, Suite 700, in Richmond, Texas.

Please contact your Commissioner, Andy Meyers, at 281-494-9076 if you wish to discuss your request in further detail.

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Hebert", is written over a horizontal line.

Robert E. Hebert

cc. Commissioner, Precinct 3, Andy Meyers

SAMUEL T. GARDNER, M.D.

March 7, 2003

Judge Robert E Herbert
301 Jackson, Suite 719
Richmond, Tx 77649

Judge Herbert,

I am writing to request waiver of the late penalty associated with my county tax payment. The receipt for payment of the tax and penalty is enclosed.

Briefly, the initial bill was mailed in October and was returned to the tax collector's office because it was addressed to the previous homeowner from whom I purchased the house in June when my wife and I moved from out of state. I was unaware that the tax was owed until I received a bill addressed to me on February 4, 2003. By this time the late penalty was already due. I immediately paid the tax, and incidentally, paid all other taxes due on the property in time.

I hope to be able to resolve this matter without having to appear in court, which will likely require having to take a day off of work, and would further clog your already very busy courtroom with what seems to me to be a very simple matter. If I can provide any further details, please feel free to contact me at the above address, e-mail, or phone number. Additionally, my cell phone number is 713 530 4952.

Sincerely,

A handwritten signature in cursive script, appearing to read "Samuel Gardner".

Samuel Gardner, M.D.

DUPLICATE TAX RECEIPT



MARSHA P GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

AS PER ORIGINAL

Certified Owner:

GARDNER SAMUEL & JANET
22026 WINDMILL BLUFF LN
KATY TX 77450-0000

Legal Description:

CINCO RANCH GR7J NWAY VILLAGE
SBC 11, BLOCK 1, LOT 29

Parcel Address. 22026 WINDMILL BLUFF
Legal Acres. 0.0000

>--

Deposit No: 00000000
Validation No: 9000000000000000
Account No: 2273-11-001-0290-014
Operator Code: VISIHKMAS

Receipt Date: 07/24/2003
Deposit Date: 07/03/2003
Print Date: 03/07/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	HARRIS W/ESD #100	226,820	0.009000	204.54	15.72	0.00	240.27
2002	FORT BEND CO DRAINAGE	226,820	0.026200	59.43	4.16	0.00	63.59
2002	FORT BEND CO CHENED	226,820	0.512540	1162.54	\$1.38	0.00	1247.97
				\$1,446.52	\$101.26	\$0.00	\$1,547.78

PostNet Fax Note	7671	Date	3-7-03	Page	1
To	Samuel Gardner	From	Mary Buck		
Co/Dept		Co	Tru		
Phone		Phone	(281) 341-3733		
Fax	(281) 579-6373	Fax	(281) 341-3734		

>--

CHECK NUMBER(S):

2374

PAYMENT TYPE:

Check:	\$1,547.78
Cash:	\$0.00
Credit Card:	\$0.00
E-Feed Trans:	\$0.00
Others:	\$0.00
Total Applied:	\$1,547.78
Total Tendered:	\$1,547.78
(All Accounts)	
Change Paid:	\$0.00
(All Accounts)	

ACCOUNT PAID IN FULL

PAYER:

GARDNER SAMUEL & JANET
22026 WINDMILL BLUFF LN
KATY, TX 77450-0000

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

Precinct #3

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE: March 20, 2003

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest -Gardner, Samuel & Janet; Acct#: 2273-11-001-0290-914;
2002 Tax Year; Legal Description: Cinco Ranch Greenway Village Sec 11, Block 1, Lot 29;
Precinct 3

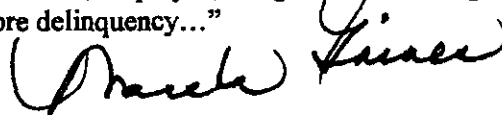
Samuel Gardner, M.D. is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

- see attached synopsis

Breakdown of Taxes Paid:

Base Tax	\$1,446.52
Penalty and Interest	\$ 101.26
Attorney Fees	\$ <u>0.00</u>
Total Paid	\$1,547.78

I do recommend waiver of penalty and interest due to Section 33.011 (a)(1) of the Tax Code which states, "...shall waive penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit...caused or resulted in the taxpayer's failure to pay the tax before delinquency..."



MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector

P O Box 399 Richmond, Texas 77406-0399

281-341-3710 Fax 281-341-9267

E-Mail gainemar@co fort-bend tx us

Tax Office records indicate:

- 2002 original tax roll has the above referenced account number listed as Lucas, Stephen T & Jennifer, 22026 Windmill Bluff Ln, Katy, TX 77450
- October 2002, original 2002 tax statement mailed to Lucas, Stephen T & Jennifer, 22026 Windmill Bluff Ln, Katy, TX 77450
- October 2, 2002, our office received name and address report #2 from the Fort Bend Central Appraisal District. At this time, the tape for processing was sent to our tax system agents (ACT).
- The processing of this name and address report was overlooked by the agents and the tape was never processed in the tax system
- At the end of January 2003, our office processed the change (manually) on the account and mailed a 2002 tax statement to the current owner: Gardner, Samuel & Janet, 22026 Windmill Bluff Ln, Katy, TX 77450-7486
- Returned mail received for 2002 original mailout with reason from post office as "PO Returned" Forward to Stephen Lucas, 5606 Bergenfield Ct, Katy, TX 77450
- Payment for the 2002 taxes was made by Gardner Samuel & Janet, on February 24, 2003, for Fort Bend County and Harris-Fort Bend Emergency Services District#100 property taxes.

STATEMENT EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE COLOR NATIONAL ORIGIN, SEX, RELIGION AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

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

AGENDA #

DATE SUBMITTED: March 25, 2003

SUBMITTED BY: Marsha P. Gaines
DEPARTMENT: Tax Assessor/Collector
PHONE NO.: 281-341-3730

AGENDA

COURT AGENDA DATE: ~~April 1, 2003~~ April 8, 2003

20 C

SUMMARY OF ITEM: Request for waiver of Penalty and Interest – Banc One Acceptance Corp.; Acct#: 9964-02-097-0050-901; 2002 Tax Year; Precinct 1 & 9964-02-202-0035-914; 2002 Tax Year; Precinct 3.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Tax payer request
2. Tax receipts
3. Tax Assessor/Collector research & recommendation

FINANCIAL SUMMARY:

BUDGETED ITEM: ANNUALIZED DOLLARS: COMMENTS:

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

Funding Source: Recurring ()

Fund Agency Object N/A ()

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

CC with back up:

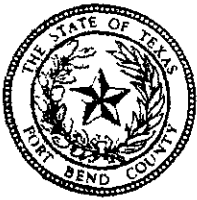
yes (X) Auditor	(281-341-3774)	yes (X) Comm. Pct. 1 (281-342-0587)
yes (X) Budget Officer	(281-344-3954)	yes (X) Comm. Pct. 2 (281-403-8009)
yes (X) County Attorney	(281-341-4557)	yes (X) Comm. Pct. 3 (281-242-9060)
yes () Purchasing Agent	(281-341-8642)	yes (X) Comm. Pct. 4 (281-980-9077)
yes (X) County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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Consider waiver of Penalty and Interest
Tax Assessor/Collector does not recommend waiver of Penalty and Interest



COUNTY JUDGE

Fort Bend County, Texas

FAXED

10 25 am 3/28/03

Robert E Hebert
County Judge

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

March 28, 2003

Letter for Fax Transmittal to
614-213-7088

Mr Ladan Amir-Ebrahimi
Banc One Acceptance Corporation
Tax Operations - Mail Code OH1-1086
1111 Polaris Parkway, Suite A3
Columbus, Ohio 43240-1086

Reference Account # 9964-02-097-0050-901 Tax Year 2002, Precinct 3 and
Account # 9964-02-202-0035-914 Tax Year 2002, Precinct 3

Dear Mr Amir-Ebrahimi,

The County has received your request to waive penalty and interest for an amount totaling \$37 26 on personal property taxes for the referenced accounts for the year 2002

If you have documented proof of an **error** on the part of the County Tax Office or the Central Appraisal District, you may send that documentation for presentation to the Commissioners Court on April 8, 2003, at 1 00 p m , when your request will be considered The Commissioners Court is located at the William B Travis Building, 301 Jackson Street, Suite 700, in Richmond, Texas

Please contact your Commissioner, Andy Meyers, at 281-494-9076 if you wish to discuss your request in further detail

State law mandates that the Commissioners Court cannot approve a waiver of penalty and interest on property taxes unless an error can be proved on the part of either the County Tax Office or the Central Appraisal District.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Hebert", is written over a horizontal line.

Robert E Hebert

cc Commissioner, Precinct 3, Andy Meyers



MAR 13 2003

February 28, 2003

Fort Bend County Tax Collector
500 Liberty
Richmond, TX 77406-0399

Attention: Ms. Karen Stell

In re. 9964-02-202-0035-914
9964-02-~~202~~-0050-901

-097-

Dear Karen:

In follow to our conversation last month in regard to the payment on the above two accounts for tax year 2002, my review shows it remains outstanding and the check has not cleared our account.

Enclosed you will find a replacement check, for our original payment by check #832058695 for \$532.29 dated 12/17/2002. In addition you will also have:

- 1 A copy of the original check
- 2 Copies of accompanying bills
3. Copies of the confirmation for Correction from Fort Bend CAD
4. Copy of the letter requesting conditional payment processing

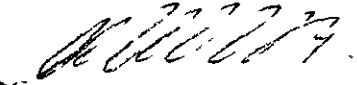
I am requesting a review by your auditors for a waiver of penalty and interest on these accounts due to extenuating circumstances and our good will of issuing the check on time and early.

I am also enclosing a check for the amount of \$37.26 for 7% P&I for the month of February. **However, I am requesting the check not be processed, until the issue is reviewed by your "auditors" for a decision on the waiver of P&I.**

Please reply to me in writing as to the result of this review by using the enclosed envelope. I can be contacted by phone at 614-213-4032 and by fax at 614-213-7088 and my e-mail address is Ladan_Amir-Ebrahimi@Bankone.com .

Your cooperation is greatly appreciated and I hope our good will and December payments would be taken into the account

Sincerely,



Ladan Amir-Ebrahimi
Auto Lease Liaison
Personal Property Tax Specialist

TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

BANC ONE ACCEPTANCE CORP
TAX OPERATIONS DEPT OH1-1086
1111 POLARIS PKWY STE A3
COLUMBUS , OH 43240-1086

Legal Description:

PERSONAL PROPERTY VEHICLE
LEASED TO BORTOLIN LINO 23719
RIVERPLACE DR KATY '01 TOYOTA
RAV4

Parcel Address. 0
Legal Acres 0 0000

> - -

Deposit No. 030312D1
Validation No. 900000000303868
Account No. 9964-02-202-0035-914
Operator Code. BONNIEW

Receipt Date. 02/28/2003
Deposit Date. 03/12/2003
Print Date: 03/12/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	FORT BEND CO DRAINAGE	16,360	0 026200	4 29	0 30	0 00	4 59
2002	FORT BEND CO GEN FND	16,360	0 512540	83 85	5 87	0 00	89 72
				\$88 14	\$6.17	\$0 00	\$94.31

> - -

CHECK NUMBER(S)

832117054 , 832117055

PAYMENT TYPE.

Checks:	\$94 31
Cash:	\$0 00
Credit Cards:	\$0 00
E-Fund Trans:	\$0 00
Others:	\$0 00
Total Applied.	\$94 31
Total Tendered.	\$569 57
(All Accounts)	
Change Paid:	\$0 00
(All Accounts)	
ACCOUNT PAID IN FULL	

PAYER:

BANC ONE ACCEPTANCE CORP
TAX OPERATIONS DEPT OH1-1086
1111 POLARIS PKWY STE A3
COLUMBUS , OH 43240-1086

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

TAX RECEIPT



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 399, 500 LIBERTY ST., SUITE 101
RICHMOND, TEXAS 77406-0399

Certified Owner:

BANC ONE ACCEPTANCE CORP
TAX OPERATIONS DEPT OH1-1086
1111 POLARIS PKWY STE A3
COLUMBUS , OH 43240-1086

Legal Description:

PERSONAL PROPERTY VEHICLE
LEASED TO ANDERSON ALVIN ASSET
#95000142121

Parcel Address: 0
Legal Acres. 0.0000

> - -

Deposit No. 030312D1
Validation No. 900000000303868
Account No. 9964-02-097-0050-901
Operator Code. BONNIEW

Receipt Date 02/28/2003
Deposit Date 03/12/2003
Print Date 03/12/2003

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2002	LAMAR C I S D	20,160	1.664500	335.56	23.49	0.00	359.05
2002	FORT BEND CO DRAINAGE	20,160	0.026200	5.28	0.37	0.00	5.65
2002	FORT BEND CO GEN FND	20,160	0.512540	103.33	7.23	0.00	110.56
				\$444.17	\$31.09	\$0.00	\$475.26

> - -

CHECK NUMBER(S)

832117054, 832117055

PAYMENT TYPE:

Checks: \$475.24
Cash: \$0.02
Credit Cards: \$0.00
E-Fund Trans: \$0.00
Others: \$0.00
Total Applied: \$475.26
Total Tendered: \$569.57
(All Accounts)
Change Paid: \$0.00
(All Accounts)
ACCOUNT PAID IN FULL

PAYER:

BANC ONE ACCEPTANCE CORP
TAX OPERATIONS DEPT OH1-1086
1111 POLARIS PKWY STE A3
COLUMBUS , OH 43240-1086

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

0

MARSHA P. GAINES
Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE. March 25, 2003

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest -Banc One Acceptance Corp; Acct#: 9964-02-097-0050-901;
2002 Tax Year; Legal Description: Personal Property Vehicle Leased to Anderson Alvin Asset
#95000142121, Precinct 1

Ladan Amir-Ebrahimi, Property Tax Specialist with Banc One Acceptance Corp is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year.

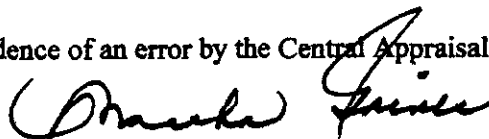
- See Attached Synopsis

Breakdown of Taxes Paid:

Base Tax	\$ 444.17
Penalty and Interest	\$ 31.09
Atty Fees	\$ 0.00
Total Paid	\$475.26

Section 31.01 (g) of the Texas Property Tax Code states, "Failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

I do not recommend waiver of penalty and interest. There is no evidence of an error by the Central Appraisal District or the Fort Bend County Tax Office



MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

Tax Office records indicate:

- 2002 original tax roll has the above referenced account number listed as Banc One Acceptance Corp, Tax Operations Dept OH1-1086, 1111 Polaris Pkwy Ste A3, Columbus, OH 43240-1086
- October 2002, original 2002 tax statement mailed to Banc One Acceptance Corp, Tax Operations Dept OH1-1086, 1111 Polaris Pkwy Ste A3, Columbus, OH 43240-1086
- Taxpayer sent a copy of a check dated December 17, 2002, with the waiver request letter as proof that the original payment was mailed to our office in December. The taxpayer states in the waiver letter that "the check is still outstanding and has not cleared their account." Please note that our office does not show record of receiving this payment.
- No Returned mail coded on this account for 2002 original mailout
- Our office received a change order (supplement 7) from the Fort Bend Central Appraisal District on this account which lowered the value from 21,160 to 20,160. Since the taxes were still showing due on February 1, 2003, penalty and interest began to accrue.
- Payment for the 2002 taxes was made by Banc One Acceptance Corp, on February 28, 2003, for Fort Bend County and Lamar C.I.S.D. property taxes which includes February 2003 penalty and interest

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

DATE: March 25, 2003

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest -Banc One Acceptance Corp; Acct#: 9964-02-202-0035-914;
2002 Tax Year; Legal Description: Personal Property Vehicle Leased to Bortolin Lino 23719
Riverplace Dr Katy '01 Toyota RAV4; Precinct 3

Ladan Amir-Ebrahimi, Property Tax Specialist with Banc One Acceptance Corp is requesting waiver of penalty and interest on the above referenced account for the 2002 tax year

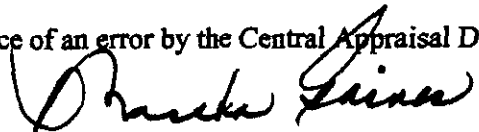
- See Attached Synopsis

Breakdown of Taxes Paid:

Base Tax	\$88.14
Penalty and Interest	\$ 6.17
Atty Fees	<u>\$ 0.00</u>
Total Paid	\$94 31

Section 31.01 (g) of the Texas Property Tax Code states, "Failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

I do not recommend waiver of penalty and interest. There is no evidence of an error by the Central Appraisal District or the Fort Bend County Tax Office.



MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P O Box 399 Richmond, Texas 77406-0399
281-341-3710 Fax 281-341-9267
E-Mail gainemar@co fort-bend tx us

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- Taxpayer sent a copy of a check dated December 17, 2002, with the waiver request letter as proof that the original payment was mailed to our office in December. The taxpayer states in the waiver letter that "the check is still outstanding and has not cleared their account." Please note that our office does not show record of receiving this payment.
- No Returned mail coded on this account for 2002 original mailout
- Our office received a change order (supplement 7) from the Fort Bend Central Appraisal District on this account which lowered the value from 18,360 to 16,360. Since the taxes were still showing due on February 1, 2003, penalty and interest began to accrue
- Payment for the 2002 taxes was made by Banc One Acceptance Corp, on February 28, 2003, for Fort Bend County property taxes which includes February 2003 penalty and interest

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

AGENDA ITEM

DATE SUBMITTED 04-01-03
COURT AGENDA DATE: 04-08-03

SUBMITTED BY: Jim Edwards
DEPARTMENT: Budget Office
PHONE NO.: 281-344-3937

AGENDA
21

SUMMARY OF ITEM: Approve request to apply for the Bulletproof Vest Program (BVP) through the Federal Bureau of Justice Assistance Department. It provides up to 50% of cost on all purchases.

RENEWAL CONTRACT/AGREEMENT: Yes ☐ No ☒

LIST SUPPORTING DOCUMENTS ATTACHED: Letter from Sheriff's Office

FINANCIAL SUMMARY:

BUDGETED ITEM.	ANNUALIZED DOLLARS	COMMENTS
Yes ☐ No ☐ N/A ☒	One Time ☐	
Funding Source.	Recurring ☐	
Fund Agency Object	N/A ☒	

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

CC with back up:

☒ Auditor (281-341-3774)	☒ Comm. Pct. 1 (281-342-0587)
☒ Budget Officer (281-344-3954)	☒ Comm. Pct. 2 (281-403-8009)
☒ County Attorney (281-341-4557)	☒ Comm. Pct. 3 (281-242-9060)
☒ Purchasing Agent (281-341-8642)	☒ Comm. Pct. 4 (281-980-9077)
☒ County Clerk (281-341-8697)	☒ Sheriff (281-341-4701)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Recommend Approval
[Signature]

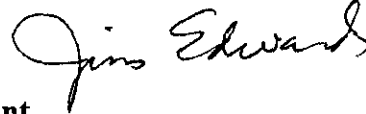
Budget Office
Fort Bend County, Texas

James W Edwards
Budget Officer

(281) 344-3937
Fax (281) 344-3954

Memorandum

Date: March 31, 2003
To: Commissioners Court
From: James Edwards, Budget Officer
Subject: Bulletproof Vest Partnership Grant



Attached is the description of the Bulletproof Vest Partnership Grant for which we are requesting permission to apply. The grant will pay up to 50% of the cost of vests we buy, however, the Federal Government is focusing on small jurisdictions with populations up to 100,000, and will fund all of the needs of those jurisdictions before considering the applications of larger ones. So we are likely to receive only a small grant, if any at all. Still, it costs us nothing to try, so I recommend you approve this grant application. We will handle the application process internally through the Sheriff's Office, and all other law enforcement departments and offices have been asked to submit their needs to the SO for inclusion in the full county application. If a department or office does not submit its needs to the SO, I have notified them that their requests for vests will not be budgeted.

The law enforcement departments who may request bulletproof vests are: Constables, Fire Marshal, District Attorney and Sheriff's Office, including Bailiffs. The County Attorney and Health Department's Enforcement Officers are recently equipped.

Attachment

Cc: Commissioners Court Executive Assistants
Dennis McAfee – Sheriff's Office
Constables
District Attorney
Fire Marshal

Due Date
5/1/03

Program Description

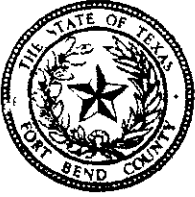
**Department of Justice (DOJ) Bureau of Justice Assistance (BJA)
Office of Justice Programs (OJP) Bulletproof Vest Partnership:**

Provides funds to purchase ballistic and stab vests for law enforcement officers. Any vest purchased after March 1, 1999 that meets applicable National Institute of Justice standards is eligible for funding.

Matching Funds Requirements At least 50%. The Bulletproof Vest Partnership (BVP) Grant Act of 2000 provides funding priority for jurisdictions with populations under 100,000. Based upon availability of funds, these smaller jurisdictions will receive the full 50% of requested funds in approved applications. For larger jurisdictions with populations at or over 100,000, the program will pay up to 50% of each applicant's total vest costs, based upon any remaining funds. Specific funding levels for larger jurisdictions will be determined once all applications have been submitted. Given the projected number of eligible jurisdictions and the limited funds available, the BVP may not have sufficient funds to provide 50% for applications from larger jurisdictions. For the FY 2002 approved applications, larger jurisdictions received 5% of their requested 50% maximum.

Eligible Applicants States (includes the District of Columbia, Puerto Rico, US Virgin Islands, American Samoa, Guam and the Northern Mariana Islands), units of local government, and Indian tribes.

Number and Size of Awards \$25 million is available in FY 2003. Due to the funding priority, in FY 2002, \$21 million was granted to smaller jurisdictions, leaving just \$4 million for jurisdictions over 100,000 in population.



SHERIFF'S OFFICE

Fort Bend County, Texas

MILTON WRIGHT
Sheriff

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

Mr. James Edwards
Budget Officer
309 S. 4th St.
Richmond, Texas 77469
31 March 2003

Mr. Edwards,

Please place on Commissioner's Court agenda a request to apply through the Federal Bureau of Justice Assistance Department (BJA) for the Bulletproof Vest Program (BVP). This will be our second year to apply and the program provides up to 50% cost on all purchases. Please advise of the date.

Sincerely,

A handwritten signature in black ink, appearing to read "Milton Wright".

Milton Wright
Sheriff

MAR 31 2003

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

DATE SUBMITTED: 04/02/03

SUBMITTED BY: County Attorney

AGENDA

COURT AGENDA DATE: 04/08/03

DEPARTMENT: County Attorney

PHONE NO : 4555

22

SUMMARY OF ITEM: Take all appropriate action on the oil, gas and mineral lease and addendum submitted by ETOCO, Inc

LIST SUPPORTING DOCUMENTS ATTACHED: oil, gas and mineral lease, addendum, legal description of 11 5248 acres subject to the lease, title back-up information, deeds, certificate of insurance

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No () N/A ()

One Time ()

Funding Source:

Recurring ()

Fund Agency Object

N/A ()

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

CC with back up:

yes () Auditor	(281-341-3774)	yes () Comm. Pct. 1	(281-342-0587)
yes () Budget Officer	(281-344-3954)	yes () Comm. Pct. 2	(281-403-8009)
yes () County Attorney	(281-341-4557)	yes () Comm. Pct. 3	(281-242-9060)
yes () Purchasing Agent	(281-341-8642)	yes () Comm. Pct. 4	(281-980-9077)
yes () County Clerk	(281-341-8697)	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 Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Approve lease and addendum This lease was awarded to ETOCO, Inc under RFP # 03-044 on 02/13/03

4-14-03 Original lease sent to OPR for recording.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this ~~XXX~~ 8th day of April, ~~XXXXXX~~ December, 2003, between

FORT BEND COUNTY, a body corporate politic under the laws of the State of Texas

Lessor (whether one or more), whose address is **% County Attorney, 301 Jackson, Richmond, Texas 77469**
and **ETOCO, INC. 1600 Smith Street, Suite 3910, Houston, Texas 77002**

, Lessee, **WITNESSETH**

1 Lessor, in consideration of **Ten Dollars (\$10 00) and other valuable consideration** Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of **Fort Bend**, State of **Texas**, and is described as follows

FOR A COMPLETE DESCRIPTION OF SAID LANDS SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

ROYALTY: Wherever the term "One-Eighth" (1/8) appears in this lease, it is deleted and the term "One-~~XXXXXX~~ (1/4)" is substituted in place thereof.

Fourth (1/4)

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment

hereunder, said land shall be deemed to contain **11 5248** acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2 Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3** years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3 As royalty, lessee covenants and agrees (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil, (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas, (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1 00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-ins, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1 00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive

the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

directly to Lessor at address above

Bank

at **or its successors**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4 Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance, provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5 Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6 Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

ccm: 4-8-08 # 22
Return to Alicia

7 Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor Lessee shall pay for damages caused by its operations to growing crops and timber on said land

8 The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above

9 In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing setting out specifically in what respects lessee has breached this contract Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require, and (2) any part of said land included in a pooled unit on which there are operations Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained

10 Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor

11 If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred

IN WITNESS WHEREOF, this instrument is executed on the date first above written

FORT BEND COUNTY, by ~~JAMES O. ADOLPHUS~~,
County Judge Robert E. Hebert

LESSOR

SS OR TAX I D NO

LESSOR

SS OR TAX I D NO

ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Fort Bend

This instrument was acknowledged before me on the
by ~~JAMES O. ADOLPHUS~~
Robert E. Hebert

8 day of April, 2003

~~XX2002~~

Notary Public, State of Texas
Notary's name (printed)

DIANNE WILSON

Notary's commission expires

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the
by

day of

Notary Public, State of Texas
Notary's name (printed)

Notary's commission expires

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the
by
of
a

day of

corporation, on behalf of said corporation

Notary Public, State of Texas
Notary's name (printed)

Notary's commission expires

ATTEST:

Dianne Wilson, County Clerk

EXHIBIT "A"

April 8, 2003

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated ~~December 2, 2002~~ ~~XXXXXXXXXX~~ by and between FORT BEND COUNTY, a body politic under the laws of the State of Texas, Lessor, and ETOCO, INC Lessee,

DESCRIPTION:

11 5248 gross acres of land, more or less, described in two (2) tracts as follows

TRACT 1

9.5574 acres of land, more or less, out of the Manuel Escalera Survey, Abstract No 169, Fort Bend County, Texas, and being part of a called 10 968 acres tract of land as described in that certain deed from Owen B. Wood to W R England as recorded in Volume 398, Page 640 of the Deed Records of Fort Bend County, Texas, 8 4575 acres of said land, more or less, being more particularly described in that certain Warranty Deed dated August 20, 1992 from East-West Supply Co , Inc , to Fort Bend County, a Political Subdivision of the State of Texas, recorded in Volume 2435 at Page 2156 of the Official Records of Fort Bend County, Texas, to which said deed and record thereof, reference is here made for a more complete description of said land

TRACT 2

1 9674 acres of land, more or less, out of the Manuel Escalera Survey, Abstract No 169, Fort Bend County, Texas, and being part of a called 9.4955 acres tract of land as described in that certain deed from Owen B Wood to W R England as recorded in Volume 398, Page 640 of the Deed Records of Fort Bend County, Texas, 1 7200 acres of said land, more or less, being more particularly described in that certain Warranty Deed dated March 25, 1987 from James W Hammack and wife, Ritha Hammack, to Fort Bend County, a Political Subdivision, recorded in Volume 1930 at Page 1041 of the Official Records of Fort Bend County, Texas, to which said deed and record thereof, reference is here made for a more complete description of said land

THIS LEASE INCLUDES ANY PORTION OF SAID LANDS, IF ANY, UNDERLYING ROADS, ROAD DEDICATIONS, STREETS, DRAINAGE DITCHES, SIDEWALKS, ALLEYS, CANALS OR OTHER EASEMENTS

SIGNED FOR IDENTIFICATION


FORT BEND COUNTY,
by ~~James C. Adams~~, County Judge
Robert E. Hebert

Date: 4-8-03

Attest:


Dianne Wilson, County Clerk

ADDENDUM

To Oil, Gas, and Mineral Lease dated April 8, 2003, from FORT BEND COUNTY, Lessor, to ETOCO, INC, Lessee, covering 11.5248 acres, more or less, in Fort Bend County, Texas

If there is a conflict between this Addendum, the original Oil, Gas and Mineral Lease, and Exhibit "A", the provisions of this Addendum shall prevail.

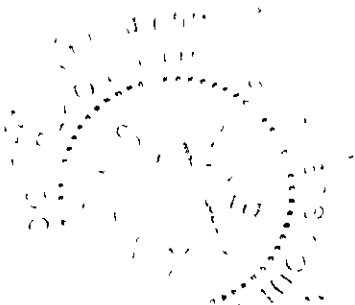
12. This lease covers only oil, gas and minerals produced in association with oil and gas, and Lessor excepts from this lease and reserves all other minerals of every kind and character in, on or under the leased premises, together with the right to use such land for the purposes of investigating, exploring, producing, saving, owning and disposing of said other materials
13. Notwithstanding anything contained herein to the contrary, Lessor, for consideration and subject to reservations from and exceptions to conveyance, grants and leases to Lessee the interest without express or implied warranty and all warranties that might arise by common law and the warranties of §5 023 of the Texas Property Code (or its successor) are excluded
13. Anything contained herein to the contrary notwithstanding, the Lessee will not conduct any operations of any kind whatsoever on the surface of the land described herein (including by way to description, and not limitation, the laying of any pipeline of any kind or character, or placement of any roads thereon, board or otherwise), it being contemplated that the development of minerals hereunder may be accomplished by pooling the same with other land, lease or leases, in the immediate vicinity thereof as herein provided, or by directional drilling methods from another tract, but nothing contained herein will deprive Lessee of its right to directionally drill this property or land pooled therewith, and Lessee is hereby granted the right to drill a directional hole, to be bottomed on other lands, throughout and under the property described hereinabove. However, Lessee may utilize previous dedicated road easements which traverse the property solely for the purposes of ingress and egress and construction of a pipeline located entirely within the interior boundary line of such easement.
14. Notwithstanding anything contained herein to the contrary, wherever the fraction "one-eighth" (1/8) appears in this Oil, Gas and Mineral Lease, the fraction "one-fourth" (1/4) shall be substituted therefore.
15. In the event a portion or portions of said land are pooled or unitized with other land so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this Lease in force as to that portion or portions of said land not included in such unit or units. The Lease may be maintained in force as to any portion of said land covered hereby and not including in such unit in any other manner provided herein
16. Notwithstanding any other provision of this lease, this lease is granted solely for the purpose of mining, producing and developing oil, gas, liquid or liquifiable hydrocarbons and their by-products, and no other mineral substances
17. Anything to the contrary notwithstanding, this lease cannot be held, maintained or extended under and by virtue of the shut-in gas provisions of this lease for a longer term beyond the primary term than three consecutive years immediately thereafter or for shorter terms at various intervals not to exceed in the aggregate three years in all.
18. At the end of three (3) years after the expiration of the primary term, this lease will terminate as to all depths and strata below 100 feet below the stratigraphic equivalent depth from which production is being maintained from the deepest producing or shut-in

well located on land pooled with the lease premises or the producing interval of any well bore which is located on the leased lands

19. The Lessee will not have the right to use the surface or mineral estate for underground storage of any substance or material or for the disposal of any waste material
20. No assignment of this lease, in whole or part, by Lessee shall be effective until consent of such assignment is requested of and consented to by Lessor
21. Lessee shall indemnify and hold Lessor harmless from and against all claims, actions, liability, loss, damage or expense of every kind and nature, including but not limited to costs for damage to property of any person, firm or corporation or for any injury to or death of any person, including, but not limited to, the employees of Lessee, its successors, assigns, contractors or subcontractors, which may, in whole or in part, be caused by or arise out of operations conducted hereunder or the enjoyment of this lease or the exercise of any right granted hereunder or any obligation imposed hereby
22. Lessor does not warrant, nor agree, to defend title to said land against the claims of all persons whomsoever. No title search has been conducted on the property subject to this oil, gas and mineral lease. The grant of this oil, gas and mineral lease is based on the representations made to Lessor by Lessee. Lessee agrees to indemnify, defend and hold harmless Lessor against any and all claims against title to the real property subject to this oil, gas and mineral lease
23. The parties agree that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to Lessor indemnifying or holding or saving harmless for any reason are hereby deleted
24. Notwithstanding anything to the contrary, it is agreed and understood that Lessee herein shall not use any of the land covered by this lease for the purpose of drilling location
25. Notwithstanding any provision in this Lease to the contrary, the provisions in this Lease covering the situation permitting the payment of shut-in royalty where oil or gas from a well is not being sold or used should be applicable only for a term not to exceed thirty-six (36) months in aggregate after the termination of the primary term of the lease, and in no event can Lessee keep this Lease in force and effect by virtue of those shut-in royalty provisions alone beyond said period of thirty-six (36) months in aggregate after the end of the primary term
26. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas
27. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
28. ETOCO, Inc shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
29. The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach
30. Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto
31. If there is a conflict between this Addendum and Exhibit "A", the provisions of the Addendum shall prevail

32 Upon termination of this lease as to all or any part of the leased premises, Lessee agrees to deliver to Lessor, upon request, an executed and acknowledged release of the lands at to which this lease has terminated.

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.



FORT BEND COUNTY

By:

Robert E Hebert, County Judge

Date

4-8-03

ATTEST:

Dianne Wilson, County Clerk

[illegible]

TITLE BACK-UP INFORMATION:

Tract 1: The County owns a 33/64th mineral interest by virtue of General Warranty Deed dated August 20, 1992 (*copy attached*) from East-West Supply Co. Inc. to Fort Bend County, recorded at volume 2435, page 2156 of the Official Records of Fort Bend County. The balance of mineral ownership (31/64ths) is reserved to Owen B. Wood (heirs) by virtue of Deed dated November 13, 1959 (*copy attached*) from Owen B. Wood to W.R. England recorded at volume 398, page 640 of the Deed Records of Fort Bend County.

mineral chain-of-title from above noted W.R. England forward:

- 1056/752, warranty deed dated June 10, 1982, England Estate to Hometex Southwest,
- 1830/1358, Trustee's deed dated February 5, 1986, Hometex Southwest to Mainland Savings Assoc.
- 2030/528, special warranty deed dated April 18, 1988, FSLIC for Mainland Savings Assoc. to Edward Earl Anderson.
- 2349/1459, Trustee's deed dated November 5, 1991, Edward Earl Anderson to East-West Supply Co. Inc.
- 2435/2156, general warranty deed dated August 20, 1992, East-West Supply to Fort Bend County.

Tract 2: The County owns a 33/64th mineral interest by virtue of Warranty Deed dated March 25, 1987(*copy attached*) from James W. Hammack and wife, Ritha Hammack, to Fort Bend County, recorded at volume 1930, page 1041 of the Official Records of Fort Bend County. The balance of mineral ownership (31/64ths) is reserved to Owen B. Wood (heirs) by virtue of Deed dated November 13, 1959 (*copy attached-see above*) from Owen B. Wood to W.R. England recorded at volume 398, page 640 of the Deed Records of Fort Bend County.

mineral chain-of-title from above noted W.R. England forward:

- 755/265, warranty deed dated December 30, 1977, England Estate to Hometex Southwest.
- 965/583 & 1026/171, warranty deeds dated May 18, 1981 & February 2, 1982, Hometex Southwest to James W. Hammack etux.
- 1930/1041, warranty deed dated March 25, 1987, James W. Hammack etux to Fort Bend County.

9249775

2435 2156

Tract 1

AS PER ORIGINAL

EAST-WEST SUPPLY CO., INC.

TO

GENERAL WARRANTY DEED

FORT BEND COUNTY

THE STATE OF TEXAS \$

COUNTY OF FORT BEND \$

KNOW ALL MEN BY THESE PRESENTS: That EAST-WEST SUPPLY CO., INC., a Texas corporation, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash and other valuable consideration to Grantor in hand paid by FORT BEND COUNTY, a political subdivision of the State of Texas, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, the following described property, together with all improvements situated thereon, described as follows, to-wit:

A tract or parcel containing 8.4575 acres of land, more or less, out of, and a part of, the Manuel Escalero Survey, Abstract 169, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

This conveyance is made and accepted subject to all and singular the reservations, easements, rights-of-ways, zoning ordinances, maintenance charges, oil, gas and mineral reservations, royalties, and covenants, if any, to the extent, if any, same are still applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Fort Bend County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

AS PER ORIGINAL 2435 2157

EXECUTED this 20 day of August, 1992.

EAST-WEST SUPPLY CO., INC.

By:

William B. Schluneger

President

ATTEST:

Secretary

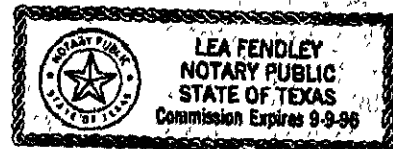
THE STATE OF TEXAS S

COUNTY OF FORT BEND S

This instrument was acknowledged before me on the 20 day of August, 1992, by William B. Schluneger, President of EAST-WEST SUPPLY CO., INC., a Texas corporation, on behalf of said corporation.

Notary Public - State of Texas
My Commission Expires:

(Printed Name of Notary Public)



Grantee's Mailing Address:

Fort Bend County

309 SOUTH FORTIN ST., SUITE 621

RICHMOND, TX 77469

After recording return to:

Ms. Portia Poindexter

Fort Bend County

309 SOUTH FORTIN ST., SUITE 621

RICHMOND, TX 77469

2435 2158
CHARLIE KALKOMEY SURVEYING, INC.

1818 HOWE AVENUE
HOUSTON, TEXAS 77471
(713) 242-2025

CHARLIE KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR YDM

FIELD NOTES FOR AN 8.4575 ACRE TRACT OF LAND IN THE MANUEL ESCALERA SURVEY, ABSTRACT 169, FORT BEND COUNTY, TEXAS; BEING THAT CERTAIN TRACT I, A CALL 7.793 ACRE TRACT AND TRACT II, A CALL 0.664 ACRE TRACT, ALL BEING A PART OF A CALL 10.968 ACRE TRACT BEING OF RECORD IN VOLUME 398, PAGE 641, DEED RECORDS, FORT BEND COUNTY, TEXAS.

COMMENCING at the Southeasterly right-of-way line of F.M. Highway 521 (Old State Highway 288) being at the Southwest corner of the aforementioned Call 10.968 Acre Tract;

THENCE North 19 degrees 48 minutes 00 seconds East, 29.87 feet to a 3/4-inch Iron Pipe found on said line being at the Southwest corner of the U.S. Post Office Tract;

THENCE North 89 degrees 26 minutes 40 seconds East, 344.19 feet to a 1/2-inch Iron Pipe found on said line for the lower Southwest corner and Place of Beginning of the herein described 8.4575 Acre Tract;

THENCE continuing North 89 degrees 26 minutes 40 seconds East along the lower South line of the herein described tract, 552.96 feet to a 1/2-inch Iron Pipe found for the Southeast corner of the herein described 8.4575 Acre Tract;

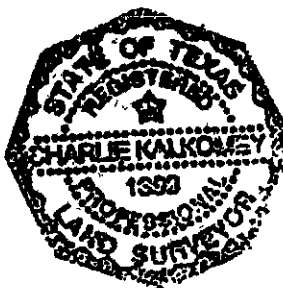
THENCE North 00 degrees 33 minutes 20 seconds West, 562.00 feet to a 1/2-inch Iron Pipe found for the Northeast corner of the herein described 8.4575 Acre Tract, same being the Southeast corner of an adjoining 10.0 foot strip of land granted to Fort Bend County recorded in Volume 1016, Page 584, Deed Records, Fort Bend County, Texas;

THENCE South 89 degrees 26 minutes 40 seconds West along the North line of the herein described tract, same being the South line of the aforementioned adjoining 10 foot strip, 688.64 feet to a 1/2-inch Iron Pipe found at the point of intersection of the North line of the herein described tract with the Southeasterly right-of-way line of F.M. Highway 521;

THENCE South 19 degrees 48 minutes 00 seconds West along the Southeasterly right-of-way line of said F.M. Highway 521, 321.04 feet to a 1/2-inch Iron Pipe found on said line being at the Southwest corner of the aforementioned Tract II for the upper Southwest corner of the herein described 8.4575 Acre Tract;

THENCE North 89 degrees 26 minutes 40 seconds East along the South line of said Tract II, 247.35 feet to a 1/2-inch Iron Pipe found for a re-entry corner to the herein described 8.4575 Acre Tract;

THENCE South 00 degrees 33 minutes 20 seconds East, 261.00 feet to the Place of BEGINNING and containing 8.4575 acres of land, more or less.



Charlie Kalkomey
Charlie Kalkomey, RPLS
Texas Registration No. 1399

August 3, 1992

Job No. 2266-02-FB

EXHIBIT "A"

2435 2159

FILED

'92 AUG 26 AB:15

Shirley Nelson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on
the date and time stamped herein by me and was
duly recorded in the volume and page of the Official
Records of Fort Bend County Texas as stamped by
me.

AUG 28 1992



Shirley Nelson
County Clerk, Fort Bend Co. Tex

398/640

AS PER ORIGINAL

THE STATE OF TEXAS

COUNTY OF Harris

appeared Leander W. Stuart and wife Eloise Stuart known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Eloise Stuart wife of said Leander W. Stuart, having been examined by me privily and apart from her husband, and having the same fully explained to her, the said Eloise Stuart, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 10th day of Nov. A. D. 19 59
Mrs. G. C. Simmons
 Notary Public in and for Harris County, Texas

Filed for Record on the 8 day of November A. D. 19 59, at 6 o'clock A.M.
 Duly Recorded this the 24 day of November A. D. 19 59, at 4:30 o'clock P.M.

ELLA STUBBLEFIELD, County Clerk.

Fort Bend County, Texas

By David G. Wolf Deputy

COMPARED

OWEN B. WOOD
 TO # 110628
 W.R. ENGLAND

DEED

THE STATE OF TEXAS
 COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

THAT I, OWEN B. WOOD, of Harris County, Texas (not joined herein by my wife for the reason that the hereinafter described property has never been used, occupied or claimed by us as our homestead), for and in consideration of the sum of TEN AND NO/100 (\$10.00) and other good and valuable considerations to me accounted for by W. R. ENGLAND, the receipt and sufficiency of which is hereby acknowledged and confessed, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey, unto the said W. R. ENGLAND, of Harris County, Texas, all those certain lots, tracts or parcels of land, together with all improvements thereon, lying and being situated in the County of Fort Bend, State of Texas, described as follows, to-wit:

TRACT ONE: 9.496 acres of land being out of that certain tract or parcel of land containing 24.51 acres of land out of the MANUEL ESCALERA SURVEY, Ab.169; Fort Bend County, Texas, being more particularly described as follows:

COMMENCING at the Northeast corner of the MANUEL ESCALERA SURVEY, Ab.169; said corner being the Northeast corner of the Malvern Townsite and of Golden Highway Properties;

THENCE South 89°26' 40" West, 3,306.4 feet along the North line of said Survey to an iron pipe set in the East right of way line of State Highway 288;

THENCE South 19°48' West, with said East right of way line 727.43 feet to a point for the Northwest corner of and place of beginning for this 9.496 acre tract, said point being in the South right of way line of a 32 foot street;

THENCE North 89° 26' 40" East, with the South right of way line of said street 659.47 feet to a point in the West line of a 20 foot alley for

AS PER ORIGINAL

THENCE South $00^{\circ} 33' 20''$ East, with the West line of said 20 foot alley 544.0 feet to a point for the Southeast corner of this tract; said point being in the North line of a 40 foot street;

THENCE South $89^{\circ} 26' 40''$ West, with the North line of said 40 foot street 861.25 feet to a point in the East right of way line of State Highway 288 for the Southwest corner of this tract;

THENCE North $19^{\circ} 48'$ East, with said East right of way line of State Highway 288, 580.24 feet to the Place of Beginning.

TRACT TWO: 10.968 acres of land being out of that certain tract or parcel of land containing 24 51 acres of land out of the MANUEL ESCALERA SURVEY, Ab. 169, Fort Bend County, Texas, being more particularly described as follows:

COMMENCING at the Northeast corner of the MANUEL ESCALERA SURVEY, Ab. 169, said corner being the Northeast corner of the MALVERN Townsite and of Golden Highway Properties;

THENCE South $89^{\circ} 26' 40''$ West, 2,640.0 feet with a fence line marking the North line of the MANUEL ESCALERA SURVEY to a point;

THENCE South $00^{\circ} 33' 20''$ East, 50.0 feet to a point at the intersection of the South right of way line of a 50 foot street and the West right of way line of a 40 foot street for the Northeast corner of and Place of Beginning for this 10.968 acre tract;

THENCE South $00^{\circ} 33' 20''$ East, ^{60.0 feet} with the West right of way line of said 40 foot street to a point for the Southeast corner of this tract; said point being in the North right of way line of a 32 foot road;

THENCE South $89^{\circ} 26' 40''$ West, with the North right of way line of said 32 foot street 907.55 feet to a point in the East right of way line of State Highway 288 (115 feet) for the Southwest corner of this 10.968 acre tract;

THENCE North $19^{\circ} 48'$ East, with the East right of way line of State Highway 288, 635.97 feet to a point for the Northwest corner of this tract, said corner being in the South right of way line of said 50 foot street;

THENCE North $89^{\circ} 26' 40''$ East, with said South right of way line 684.95 feet to the Place of Beginning.

Grantor herein expressly reserves unto himself, his heirs and assigns forever, an undivided $31/64$ th interest in and to all the minerals in, on, and under the herein conveyed property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said W. R. ENGLAND, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors, and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said W. R. ENGLAND, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, except taxes for the current year, which have been prorated as of the date hereof and are assumed by the Grantee, and all easements and valid restrictions affecting the property now on file or of record in the Office of the County Clerk of said County.

Grantee herein shall always have the right to designate the

location of drill sites for oil and gas exploration or development.

WITNESS MY HAND this 13th day of NOVEMBER, 1959.

Owen B. Wood
(OWEN B. WOOD)

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFOREME, the undersigned authority, on this day personally appeared OWEN B. WOOD, 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, this 13th day of NOVEMBER, 1959.

A.A. Lesikar
Notary Public in and for Harris
County, Texas.

A.A. LESIKAR



Filed for Record on the 18 day of November A.D. 1959, at 8 o'clock A.M.

Duly Recorded this the 24 day of November A.D. 1959, at 4:30 o'clock P.M.

ELLA STUBBLEFIELD, County Clerk,
Fort Bend County, Texas

COMPARED

By David S. Wolf Deputy

DOROTHY E. SORRELLS
TO # 119529
OWEN B. WOOD

DRED / Q/C

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DOROTHY E. SORRELLS, of the County of Bay,
and State of Florida, for and in consideration of the sum of
TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable con-
sideration to me in hand paid by OWEN B. WOOD of the County of
Harris, State of Texas, the receipt of which is hereby acknowl-
edged, do by these presents BARGAIN, SELL, RELEASE, AND FOREVER
QUIT CLAIM unto the said OWEN B. WOOD, his heirs and assigns, all
my right, title and interest in and to that certain tract or parcel
of land lying in the County of Fort Bend

8717666

Tract 2

1930 1041

2253

Prepared by the State Bar of Texas for use by lawyers only
 Revised 10 85
 © 1985 by the State Bar of Texas

WARRANTY DEED WITH VENDOR'S LIEN

AS PER ORIGINAL

Date March 25, 1987

Grantor James W. Hammack and wife, Ritha Hammack

Grantor's Mailing Address (including county) Route 4, Box 589, Mena, Arkansas 71953

Grantee Fort Bend County, a Political Subdivision

Grantee's Mailing Address (including county) 500 Jackson Street, Richmond, Fort Bend County, Texas 77469

Consideration The sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of its one certain promissory note of even date herewith in the principal amount of \$80,000.00 payable to the order of Grantors herein and bearing interest as therein provided, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to C. Michael Scherer, Trustee.

Property (including any improvements) A 7.21 Acre Tract of Land being a Call 1.00 Acre Tract (Volume 5, Page 583, Deed Records of Fort Bend County, Texas) and a Call 0.72 Acre Tract (Volume 1026, Page 11; Deed Records of Fort Bend County, Texas) out of a call 9.496 Acre Tract (Volume 398, Page 640; Deed Records of Fort Bend County, Texas) in the Manuel Escalera Survey, Abstract No. 169, Fort Bend County, Texas, and being more particularly described by metes and bounds on the attached Exhibit "A".

Reservations from and Exceptions to Conveyance and Warranty This conveyance is made and accepted subject to all restrictions, covenants, conditions, easements, reservations, outstanding mineral interests and regulations of governmental authorities, if any, but only to the extent that they, or any of them are, as of the date of this instrument, in effect and relating to the property, and filed of record in Fort Bend County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

1930 1042

James W. Hammack
James W. Hammack

Ritha Hammack
Ritha Hammack

AS PER ORIGINAL

(Acknowledgment)

STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 25 day of March 19 87 .
by James W. Hammack and Ritha Hammack

Don C. Shell
Notary Public, State of Texas

Notary's name (printed) DON C. SHELL

Notary's commission expires 12/27/89

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 ____

corporate _____ on behalf of said corporation

Notary Public, State of Texas

Notary's name (printed)

Notary's commission expires

AFTER RECORDING RETURN TO
FORT BEND COUNTY
500 JACKSON STREET
RICHMOND, TEXAS 77469
ATTN: COUNTY JUDGE'S OFFICE

PREPARED IN THE LAW OFFICE OF
DON C. SHELL
2205 AVENUE I, SUITE 117
ROSENBERG, TEXAS 77471

1930 1043

EXHIBIT "A"

AS PER ORIGINAL

A FIELD NOTE DESCRIPTION of a 1.721 Acre Tract of Land being a Call 1.00 Acre Tract (Volume 965, Page 583; Deed Records of Fort Bend County, Texas) and a Call 0.72 Acre Tract (Volume 1026, Page 171; Deed Records of Fort Bend County, Texas) out of a call 9.496 Acre Tract (Volume 398, Page 640; Deed Records of Fort Bend County, Texas) in the Manuel Escalera Survey, Abstract No. 169, Fort Bend County, Texas.

BEGIN at a 1/2 inch iron pipe found in the Southeasterly right-of-way line of State Highway No. 288; Said pipe marking the Northwest corner of the said Call 9.496 Acre Tract, the Northwest corner of said Call 1.00 Acre Tract; Said pipe marking the Northwest corner of and PLACE OF BEGINNING for this 1.721 Acre Tract of Land;

THENCE; North 89° 26' 40" East - at 154.20 feet pass a 1/2 inch iron rod found for the Northeast corner of said Call 1.00 Acre Tract and the Northwest corner of said Call 0.72 Acre Tract, in all 307.85 feet along the North line of said 9.496 Acre Tract and generally along a fenceline to a 1/2 inch iron rod found for the Northeast corner of this tract; Said corner being the Northeast corner of said Call 0.72 Acre Tract;

THENCE; South 07° 06' 31" West - 234.86 feet generally along a fenceline to a 1/2 inch iron rod found for the Southeast corner of this tract; Said corner being the Southeast corner of said Call 0.72 Acre Tract;

THENCE - North 82° 53' 29" West - 58.23 feet along the North right-of-way line of a 40 foot road easement to a 1/2 inch iron rod found for corner; Said corner being a common corner with the Call 0.72 Acre Tract,

THENCE; South 89° 26' 40" West - at 64.62 feet pass the Southwest corner of said Call 0.72 Acre Tract and the Southeast corner of said Call 1.00 Acre Tract; in all 231.99 feet along the North right-of-way line of a 40 foot road easement to a 3/4 inch iron pipe set for corner; Said corner being a common corner with the said Call 1.00 Acre Tract;

THENCE, North 77° 31' 18" West - 66.46 feet along the North right-of-way line of a 40 foot road easement to a 1/2 inch iron rod set for the Southwest corner of this tract; Said corner being the Southwest corner of the said Call 1.00 Acre Tract and in the Southeasterly right-of-way line of State Highway No. 288;

THENCE; North 19° 48' 00" East - 1.00 feet along the Southeast right-of-way line of State Highway No. 288 to the PLACE OF BEGINNING and containing 1.721 Acres of land.

FILED

87 MAR 26 P3.46

Manuel Escalera
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF FORT BEND
CLERK OF THE COUNTY CLERK

MAR 29 1907

John F. Williams
County Clerk Fort Bend Co., Tex.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID DM
ETOCO-1DATE (MM/DD/YY)
02/12/03**PRODUCER**

Insurance Alliance
1776 Yorktown, #200
Houston TX 77056
Phone: 713-966-1776 Fax: 713-966-1700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**

Etoco, Inc.
Highlands Pipeline Company, L.C.
1600 Smith Street Suite 3910
Houston TX 77002

INSURER A St Paul Surplus Lines Ins Co
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MU05532802	07/19/02	07/19/03	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000.
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
	☒ incl Contractual				PERSONAL & ADV INJURY \$ 1,000,000.
					GENERAL AGGREGATE \$ 1,000,000.
	GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
A	EXCESS LIABILITY	MU05571493	07/19/02	07/19/03	EACH OCCURRENCE \$ 9,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 9,000,000.
	☐ DEDUCTIBLE				\$
	☒ RETENTION \$ 10,000				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					E L EACH ACCIDENT \$
					E L DISEASE EA EMPLOYEE \$
					E L DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured and Waiver of Subrogation are included in favor of the Certificate Holder as required by written contract.

CERTIFICATE HOLDER

N

ADDITIONAL INSURED, INSURER LETTER

CANCELLATION

FTBEN-3

Ft Bend County
Purchasing Department
4520 Reading Road #A
Rosenberg TX 77471

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Harlan J. Berger

BYRD LAND SERVICES, INC.

1110 Kingwood Drive, Suite 102-I
Kingwood, Texas 77339
(281) 358-4240 (Office)
(281) 358-4280 (FAX)

February 13, 2003

RFP #03-044: "SEALED BID PROPOSAL FOR OIL, GAS AND MINERAL LEASE"

Gilbert D. Jalomo, Jr
County Purchasing Agent
FORT BEND COUNTY, TEXAS
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Re: Tract 1, 9.5574 acres of land, more or less
Tract 2, 1.9674 acres of land, more or less
Manuel Escalera Survey, Abstract No. 169
Fort Bend County, Texas

Byrd Land Services, Inc. respectfully submits this bid proposal for and on behalf of its client, **ETOCO, INC. 1600 Smith Street, Suite 3910, Houston, Texas 77002.**

BID PROPOSAL:

1. **BONUS CONSIDERATION: \$1,238.35 TOTAL**
(\$208.39 per net acreX11 5248 gross acresX33/64th mineral interest = \$1,238.35)
2. **ROYALTY: ONE-QUARTER (1/4)**
3. **PRIMARY TERM: THREE (3) YEARS**
4. **"PRODUCERS 88" (7-69) PAID-UP LEASE FORM WITH 640 ACRE POOLING.**
5. **FULL ACCEPTANCE OF TERMS AND CONDITIONS AS DICTATED BY RFP #03-044, INCLUDING BUT NOT LIMITED TO INSURANCE REQUIREMENTS AND WORKER'S COMPENSATION REQUIREMENTS.**

ADDITIONAL CONSIDERATIONS:

- 1 Etoco, Inc. owns the leasehold rights to the remaining 31/64 mineral interest under the bid proposal lands. See Fort Bend County Clerk File No 2003017138, said instrument being an Oil & Gas Lease in verification thereof

- 2 Etoco, Inc owns, or is in the final process of owning, the majority of leasehold rights surrounding the bid proposal lands.
- 3 Etoco, Inc. initiated the original request for this bid proposal and provided substantial back-up title information to the Fort Bend County Attorney

ATTACHMENTS:

- 1 FBCPA FORM 103, duly completed.
2. Evidence of Insurance per RFP #03-044.
- 3 Evidence of Worker's Compensation per RFP #03-044.
- 4 An additional copy of this proposal.
5. Producers 88 (7-69) Lease Form with 640 acre pooling.
6. Company Profile (Etoco, Inc.)

Respectfully Submitted,
BYRD LAND SERVICES, INC.


Ted Rhodes,
Landman

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID DM
ETOCO-1DATE (MM/DD/YY)
02/12/03

PRODUCER

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1776 Yorktown, #200
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INSURED

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INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MUO5532802	07/19/02	07/19/03	EACH OCCURRENCE \$ 1,000,000.
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000.
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000.
	☒ incl Contractual				PERSONAL & ADV INJURY \$ 1,000,000.
					GENERAL AGGREGATE \$ 1,000,000.
	GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMPI/OP AGG \$ 1,000,000.
	☐ POLICY ☐ PROJECT ☐ LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
A	EXCESS LIABILITY	MUO5571493	07/19/02	07/19/03	EACH OCCURRENCE \$ 9,000,000.
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 9,000,000.
	☐ DEDUCTIBLE				\$
	☒ RETENTION \$ 10,000				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	E.L. EACH ACCIDENT \$				
	E.L. DISEASE - EA EMPLOYEE \$				
	E.L. DISEASE - POLICY LIMIT \$				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured and Waiver of Subrogation are included in favor of the Certificate Holder as required by written contract.

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

FTBEN-3

Ft Bend County
Purchasing Department
4520 Reading Road #A
Rosenberg TX 77471

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AUTHORIZED REPRESENTATIVE

Harlan J. Berger

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(281) 358-4240 (Office)
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February 13, 2003

RFP #03-044: "SEALED BID PROPOSAL FOR OIL, GAS AND MINERAL LEASE"

Gilbert D. Jalomo, Jr.
County Purchasing Agent
FORT BEND COUNTY, TEXAS
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Re: Tract 1, 9.5574 acres of land, more or less
Tract 2, 1.9674 acres of land, more or less
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(\$208.39 per net acre X 11.5248 gross acres X 33/64th mineral interest = \$1,238.35)
2. **ROYALTY: ONE-QUARTER (1/4)**
3. **PRIMARY TERM: THREE (3) YEARS**
4. **"PRODUCERS 88" (7-69) PAID-UP LEASE FORM WITH 640 ACRE POOLING.**
5. **FULL ACCEPTANCE OF TERMS AND CONDITIONS AS DICTATED BY RFP #03-044, INCLUDING BUT NOT LIMITED TO INSURANCE REQUIREMENTS AND WORKER'S COMPENSATION REQUIREMENTS.**

ADDITIONAL CONSIDERATIONS:

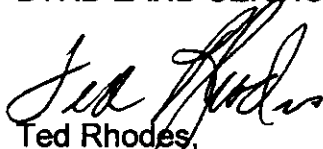
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ATTACHMENTS:

1. FBCPA FORM 103, duly completed.
2. Evidence of Insurance per RFP #03-044.
3. Evidence of Worker's Compensation per RFP #03-044
4. An additional copy of this proposal.
5. Producers 88 (7-69) Lease Form with 640 acre pooling.
6. Company Profile (Etoco, Inc.)

Respectfully Submitted,
BYRD LAND SERVICES, INC


Ted Rhodes,
Landman

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

DATE SUBMITTED: 4/01/03

SUBMITTED BY: P. BATES (AGENDA COORDINATOR) AGENDA

COURT AGENDA DATE: 4/8/03

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

24

SUMMARY OF ITEM: APPROVE GRANTING A VARIANCE TO THE FORT BEND COUNTY CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS, UNDER SECTION 3 A.e: ROYAL LAKES ESTATES, SECTION 1, BLOCK E, LOT 5.730 KINGS FOREST LANE (ZUHAIR BEN KHAYAL), TO EXCEED THE 50 FT. MAXIMUM CULVERT PLACEMENT TO 112 FEET.

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No () N/A ()

One Time ()

Funding Source:

Recurring ()

Fund Agency Object

N/A ()

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

CC with back up:

(xx) Auditor (281-341-3774)

(xx) Comm. Pct. 1 (281-342-0587)

(xx) Budget Officer (281-344-3954)

(xx) Comm. Pct. 2 (281-403-8009)

(xx) County Attorney (281-341-4557)

(xx) Comm. Pct. 3 (281-242-9060)

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

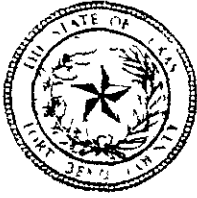
(xx) Comm. Pct. 4 (281-980-9077)

(xx) County Clerk (281-341-8697)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:



FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2003

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

**RE: Grant a variance to the FBC Construction of Driveways and Culverts on County Easements and Right of Ways, under Section 3 A.e
Royal Lakes Estates, Section 1, Blk. 7, Lot 5, 730 Kings Forest Lane
(Zuhair Ben Khayal), to exceed the 50 ft. maximum culvert placement to 112 feet**

Dear Commissioner Stavinoha

Fort Bend County Engineering has reviewed a request from Mr. Zuhair Ben Khayal of Royal Lakes Estates, Section 1 Subdivision at 730 Kings Forest Lane to install a double 42" by 112 ft. culvert pipe in the roadside ditch in the front of the above described lot.

The Fort Bend County regulations limit the width of a driveway to 50 feet. It is also noted that the approved construction plans for Royal Lakes Estates indicate that a 54" diameter pipe is required at this location. Since the driveway exceeds the maximum of 50 feet, we will require that an inlet, that can be used as a clean out, be installed in the mid point of the culvert. Calculations have been submitted providing that the double 42" pipe can carry the expected flow.

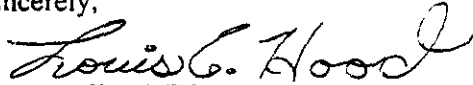
The roadside ditch is being utilized to serve as the outfall water source for the lake in Section 2. The lake system provides storm water detention on the Royal Lakes Estates property. Two of the lakes are located on the south side of Gapps Slough. The southernmost of the two lakes drains into the northernmost, which in turn discharges to the roadside ditch along the west side of Kings Forest Lane. Storm water discharged from the detention lake system enters on the roadside ditch immediately south of Water Crest Trail.

Approval letters from Taplin Engineering, Inc., Dodson & Associates, Inc., and Royal Lakes Estates Homeowner's Association, Inc. are attached for your review.

Upon review of the approval letters from the above, Fort Bend County Engineering has no objection to granting this variance. The item has been placed on the 4/8/2003 agenda.

If you have any questions or need additional information, please call 281-633-7510.

Sincerely,


Louis E. Hood, P.E.
First Assistant County Engineer

LEH/mjs

cc Judge Robert E. Hebert, County Judge
Mr. Marc Grant, Road & Bridge Commissioner
Mr. Scott Wieghat, Road & Bridge Right of Way Dept.
Mr. Bud Childers, County Attorney
File

P O Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366
I:\WPDATA\LETTERS\ENG\royallakes\variance033_d01.wpd

IE TAPLIN ENGINEERING, INC.
ENGINEERS - SURVEYORS
1011 HIGHWAY 6 SOUTH / SUITE 101
HOUSTON, TX 77077 (281) 496-5896
Fax (281) 496-5896

March 14, 2003

Mr. Zuhair Ben Khayal
8922 Water Crest Trail
Richmond, TX 77469

AS PER ORIGINAL

**Re: Lot 5, Block 7 Royal Lakes Estates Section One
730 Kings Forest Lane**

Taplin Engineering, Inc. has reviewed the letter from Dodson & Associates, Inc. and based on that, has no objection to the proposed enclosure of the roadside ditch as indicated in the letter.

If you have any questions or need any further information please do not hesitate to call.

Sincerely,



Harry Taplin Jr. P.E.
President

cc: Mark Millis - The Millis Group, Inc

c:\wydocuments\khayal.doc

[REDACTED]

INVESTMENTS
REAL ESTATE DEVELOPMENT

March 4, 2003

Mr Zuhair Ben Khayal
8922 Water Crest Trail
Richmond, Texas 77469

Re 730 Kings Forest Lane - Culvert Installation

Dear Mr Khayal

We are in receipt of your letter dated February 8, 2003 regarding your request to install double 42" culvert pipe in the roadside ditch in the front of the above described lot in Royal Lakes Estates Subdivision - Section 1. As you know, this particular ditch is being utilized to serve as the outfall water source for the lake in Section 2, and, for this reason we must be very careful that the pipe is adequately sized and approved by the design engineer for Royal Lakes Estates.

On behalf of the Architectural Control Committee, we have no objection to the installation of the pipe as submitted. We require that the following conditions must be met prior to the commencement of construction:

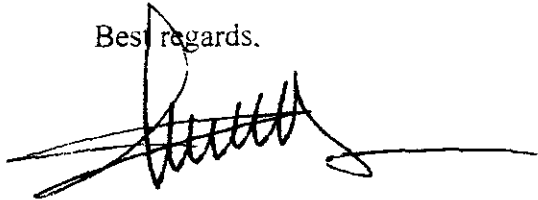
1. We must be furnished with a letter from Taplin Engineering stating that the pipe size and configuration is acceptable; and, after installation, there shall be no negative impact related to the storm water drainage from the lake in Section 2 of Royal Lakes Estates.
2. We must be assured that the ends of the pipe shall be treated with a concrete collar or approved sloped-end connections.
3. We must be furnished with a letter from the Fort Bend County Road and Bridge Division indicating acceptance and approval of the proposed culvert pipe installation.

Mr. Zuhair Ben Khayal
Page Two

4 We must be furnished with the name and address of the contractor that shall be used to install the culvert and the contractor shall notify the developer prior to commencement of the work

Thank you for making a formal submittal as requested Please do not hesitate to call us if we can be of further assistance

Best regards.

A handwritten signature in black ink, appearing to read 'Mark W. Millis', with a long horizontal line extending to the right.

Mark W Millis
Member
Architectural Control Committee
Royal Lakes Estates Homeowner's Association, Inc

cc Taplin Engineering
Fort Bend County Road and Bridge

DODSON
& ASSOCIATES, INC
Hydrologists and Civil Engineers

Our Mission: The Best in Water Resources Engineering



March 13, 2003

AS PER ORIGINAL

Mr. Ben Khayal
1520 Crabb River Road
Richmond, TX 77469

RE Proposed Extension of Driveway Culvert on King's Forest Lane in the
Royal Lakes Estates Subdivision

Dear Mr. Khayal:

This letter describes the results of an evaluation of the driveway culverts that you propose to install at the home of your daughter in the Royal Lakes Estates subdivision. Your daughter's lot is located immediately west of King's Forest Lane and south of the 200-foot Gapps Slough drainage easement. This lot was platted as Royal Lakes Estates Section 1, Block 7 Lot 5. The street address of the property is 730 King's Forest Lane.

The existing driveway on your daughter's property is located on the east side of the lot. Two (2) 42-inch reinforced concrete pipe culverts, each consisting of four 8-foot segments of pipe, provide cross-drainage capacity for storm water flowing northward in the roadside ditch on the west side of King's Forest Lane. These driveway culverts are the last ones through which storm water must pass before emptying into Gapps Slough, which flows through Royal Lakes Estates from west to east. Two 42-inch reinforced concrete pipes, each consisting of three 8-foot segments, comprise the cross-drainage culverts at the driveway immediately to the south of your daughter's driveway. A single 54-inch reinforced concrete pipe culvert provides cross-drainage at Water Crest Trail, which crosses the roadside ditch a short distance to the south of the two driveways.

A lake system provides storm water detention on the Royal Lakes Estates property. Two of the lakes are located on the south side of Gapps Slough. The southernmost of these two lakes drains into the northernmost, which in turn discharges to the roadside ditch along the west side of King's Forest Lane. Storm water discharged from the detention lake system enters the roadside ditch immediately south of Water Crest Trail. The design 100-year peak discharge from the northernmost detention basin is 56 cubic feet per second (cfs). The storm water draining into the roadside ditch is comprised almost entirely of water discharged from the lake system. Therefore, the 100-year design flow in the roadside ditch in front of your daughter's home is set equal to the detention design discharge rate of 56 cfs.

The following diagram illustrates the general locations of the property in question and the drainage facilities described above.

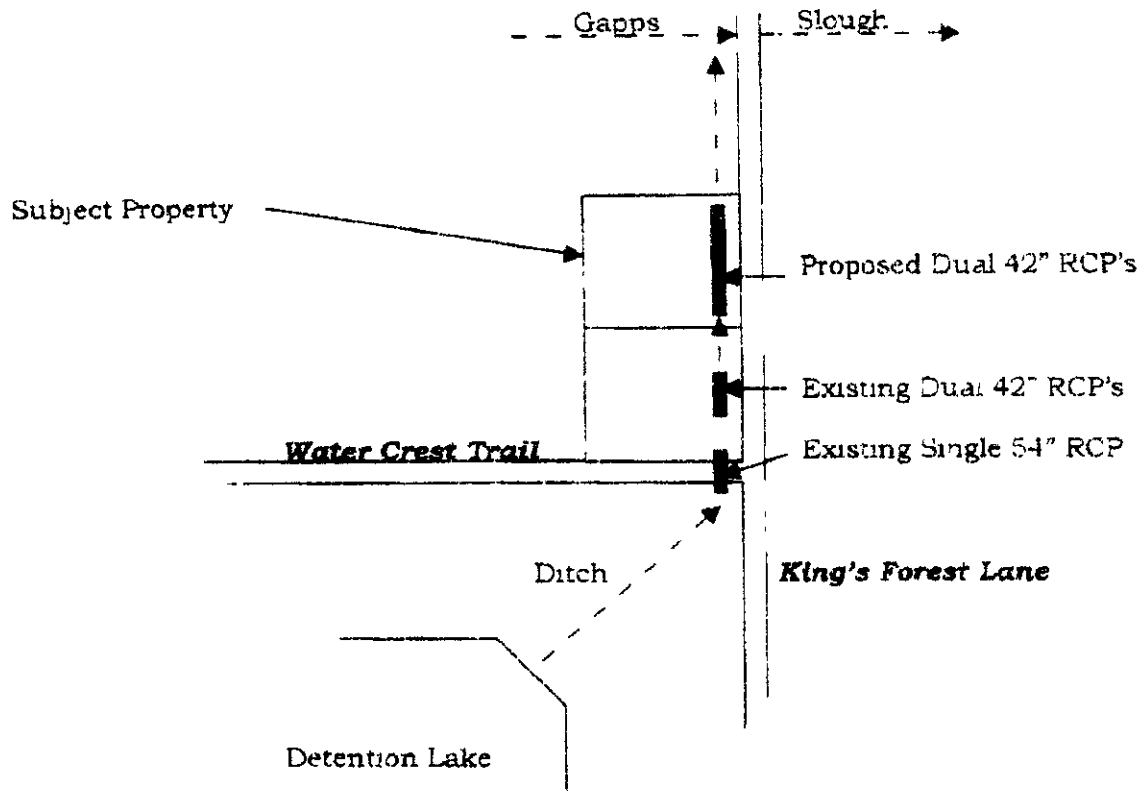
5629 F.M. 1960 West, Suite 314 Houston, TX 77069-4216
281-440-3787 or 1-800-235-8069 FAX 281-440-4742
web site: www.dodson-hydro.com

3/13/03

Mr. Ben Khayat

Page 2

AS PER ORIGINAL



The amount of energy required to pass a given flow of storm water through a structure such as a culvert is referred to as the "head loss." The head loss may be thought of as the difference between water surface elevations upstream and downstream of the structure. Energy losses through culverts typically consist of those associated with the flow of water into the upstream end of the culvert (entrance loss), friction with the inside of the culvert barrel (friction loss), and the exit of storm water from the culvert (exit loss). Using an entrance loss coefficient of 0.5, a roughness coefficient of 0.013, and an exit loss coefficient of 1.0 (all typical values for concrete pipe culverts), the total head loss through the existing driveway culvert in front of your daughter's lot is computed to be 0.22 foot for a flow rate of 56 cfs (28 cfs per 42-inch pipe). You have purchased twenty (20) eight-foot segments of 42-inch pipe for the purpose of extending the driveway culvert to the north and south. Adding ten segments of pipe to each culvert will provide a total of 14 segments of pipe for each culvert. Multiplying by 8 feet yields a total culvert length of 112 feet per 42-inch pipe. Again assuming an entrance loss coefficient of 0.5, a roughness coefficient of 0.013, and an exit loss coefficient of 1.0, the total head loss through the proposed 112-foot driveway culvert is computed to be 0.28 foot for a flow rate of 56 cfs.

AS PER ORIGINAL

3/13/03

Mr. Ben Khavai

Page 3

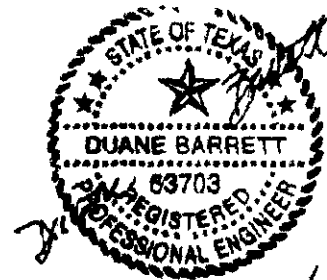
The computed head loss associated with the 100-year flow of 56 cfs is increased from 0.22 foot to 0.28 foot as a result of the proposed increase in culvert length. This increase in head loss (0.06 foot) is small and should not prove to be of consequence as it relates to the operation of the on-site detention system and to the drainage of storm water in the vicinity of your daughter's lot. Therefore, I do not see any problem at this time with the enclosure of the roadside ditch with dual 42-inch reinforced concrete pipe culverts as you propose.

Please do not hesitate to contact me if you have any questions concerning this letter, or if you require any additional information.

Sincerely,



Duane Barrett, P.E.
Senior Vice-President
Dodson & Associates, Inc.



3/13/03

FORT BEND COUNTY

COMMISSIONERS COURT AGENDA REQUEST FORM

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

DATE SUBMITTED:	04/02/03	SUBMITTED BY:	Jean N. Galloway, MD <i>JNG</i>	AGENDA
		DEPARTMENT:	089 Health & Human Services	# 25
COURT AGENDA DATE:	04/08/03	PHONE NUMBER:	(281) 342-3233	

SUMMARY OF ITEM:

Accept and sign the Texas Association of Local Health Officials memorandum of agreement to accept additional funding for an automated disease surveillance system pilot. Application approved in Commissioners Court on January 7, 2003.

RENEWAL CONTRACT/AGREEMENT: YES () NO (X)

LIST SUPPORT DOCUMENTS ATTACHED: Release of Additional Funds MOA from TALHO.

FINANCIAL SUMMARY:

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

ANNUALIZED DOLLARS:
ONE TIME ()

COMMENTS: APR 2 2003

Funding Source:

Recurring: 0

Fund Agency Object

N/A (X)

COUNTY JUDGE

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

cc with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED

Received Copy.



TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS

Memorandum Of Agreement (MOA)

**Bioterrorism Consequence Management/Automated
Disease Surveillance Pilot Project**

RECORDED ON 4-17-03
IN THE COMMISSIONER COURT
MINUTES OF 4-8-03

RELEASE OF ADDITIONAL FUNDS

The Texas Association of Local Health Officials (TALHO) and Fort Bend Health & Human Services enter into this agreement to faithfully perform the duties prescribed by this agreement, and to uphold and abide by its terms

The intent of this pilot project is to evaluate the ease of implementation and effectiveness of the software for automated disease surveillance, and/or consequence management Software applications for testing will only be considered if they demonstrate a high degree of compliance to the National Electronic Disease Surveillance System (NEDSS) architectural standard.

FUNDING

On January 28, 2003, an MOA was signed in the amount of \$67,500 Additional funding in the amount of \$7,500 will be granted for this project with the understanding that the total funding will not exceed \$75,000.

PROJECT TERM

Project begins January 1, 2003, through August 1, 2003.



Robert Hebert, County Judge
Fort Bend County, Texas

4-8-03

Date

Lee A. Lane, Executive Director
Texas Association of Local Health Officials

Date



TEXAS ASSOCIATION OF LOCAL HEALTH OFFICIALS

Memorandum Of Agreement for Bioterrorism Consequence Management/Automated Disease Surveillance Pilot Project

AS PER ORIGINAL

The Texas Association of Local Health Officials (TALHO) and Fort Bend Health & Human Services enter into this agreement to faithfully perform the duties prescribed by this agreement, and to uphold and abide by its terms.

The intent of this pilot project is to evaluate the ease of implementation and effectiveness of the software for automated disease surveillance, and/or consequence management. Software applications for testing will only be considered if they demonstrate a high degree of compliance to the National Electronic Disease Surveillance System (NEDSS) architectural standard.

STATEMENT OF SERVICES TO BE PERFORMED

Fort Bend County Health and Human Services proposes to work with two software vendors to pilot a system of two parallel surveillance systems. One system will capture syndromic surveillance in emergency care centers and selected schools. The other surveillance system will capture inpatient hospital data to develop background levels and geographic distribution of disease in the county. The two systems will allow development of alert thresholds and identification of disease outbreaks.

FUNDING

This agreement consists of TALHO and Fort Bend Health & Human Services in the amount of \$67,500.

PROJECT TERM

Project begins January 1, 2003, through August 1, 2003.

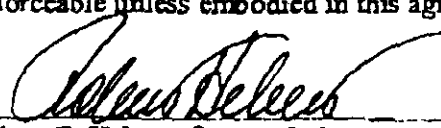
CONDITIONS OF PAYMENT

Invoices for direct costs shall be submitted by Fort Bend Health & Human Services to the TALHO Office on a monthly basis as identified with pilot project or scope of work. These costs may be charged directly to the contract agreement. Payments will be made only upon completion and acceptance of work as reflected in the applicable contract agreement.

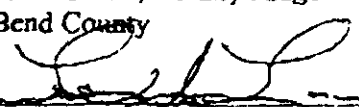
TALHO shall not accept or process requests for reimbursements or postmarked more than 90 days following the end of the applicable contract term. Exceptions will be considered on a case-by-case basis for extenuating circumstances such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of the place of business and/or records. A written statement describing the extenuating circumstance and the late request for reimbursement must be submitted for review and approval by TALHO.

The party agrees to attend a mandatory project meeting with the Texas Department of Health (TDH) and TALHO, and that the party will provide data for a standard set of metrics provided by TDH and TALHO by the conclusion of the project period.

This agreement represents the complete and entire understanding of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this agreement.


Robert E. Hebert, County Judge
Fort Bend County

1-29-03
Date


Lee A. Lane, Executive Director
Texas Association of Local Health Officials

2/18/03
Date

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

DATE SUBMITTED:	03/03/2003	SUBMITTED BY:	THOMAS M. ANDERSON	AGENDA
		DEPARTMENT:	HUMAN RESOURCES	#
COURT AGENDA DATE:	04/08/2003	PHONE NO.:	281/341-8631	26

SUMMARY OF ITEM:

Take all appropriate action to approve transitional position assignment for position number 012-0045 in the District Attorney's Office with an effective date of March 29, 2003.

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

LIST SUPPORTING DOCUMENTS ATTACHED:**FINANCIAL SUMMARY:****BUDGETED ITEM:**

Yes () No () N/A ()

Funding Source:

Fund Agency Object

ANNUALIZED DOLLARS:

One Time ()

Recurring ()

N/A ()

COMMENTS:

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

CC with back up:

yes (X) Auditor (281-341-3774)

yes (X) Budget Officer (281-344-3954)

yes (X) County Attorney (281-341-4557)

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

yes (X) County Clerk (281-341-8697)

yes (X) Comm. Pct. 1 (281-342-0587)

yes (X) Comm. Pct. 2 (281-403-8009)

yes (X) Comm. Pct. 3 (281-242-9060)

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

Instructions for submitting an Agenda Request:

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:

HR recommends approval of transitional position assignment for position number 012-0045 in the District Attorney's Office.

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

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

DATE SUBMITTED: April 2, 2003

SUBMITTED BY: Sara Rosas

AGENDA

DEPARTMENT: J.P. 1-2 (019)

27

COURT AGENDA DATE: April 8, 2003

PHONE NO.: 281-341-3743

SUMMARY OF ITEM: Take appropriate action to approve the purchase of computer and printer equipment as detailed on request dated April, 2, 2003 for a total cost of \$16,197.65 with funding from the Justice Court Technology Fund 136, for implementation of the ACS justice courts system. Computers \$10,872.00

Software \$ 2463.00

Printers \$ 2862.65

Total \$16,197.65

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED: MIS Request, Description breakdown

FINANCIAL SUMMARY:

BUDGETED ITEM: **ANNUALIZED DOLLARS:** **COMMENTS:**

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

Funding Source: **Recurring** ()

Fund Agency Object **N/A** ()

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:



Fort Bend County Management Information Systems (M.I.S.)

Connie Heinecke
Technical Services Director

Carol Holub
Applications and Systems Director

TO: Sara Rosas, J P. Pct. 1, Place 2
FROM: Sandy Janczak, Technical Assessment Manager
RE: Upgrade recommendation
DATE: April 1, 2003

A handwritten signature in black ink, appearing to read "Sandy", is written over the "FROM:" line.

I have assessed the computers in your office Listed below are the results of my evaluation.

Window Computer, Serial #06ZQR This is a 350MHz computer with 128MB of memory-Recommendation is to replace computer and upgrade Office Suite.

Judge Geick's Computer, Serial #94U44: This is a 500MHz computer with 128MB of memory-Recommendation is to replace computer and upgrade Office Suite.

Courtroom Computer, Serial #94U43 This is a 500MHz computer with 128MB of memory-Recommendation is to replace computer and upgrade Office Suite

Debi's Computer, Serial #CGTKA This is a 500MHz computer with 128MB of memory-Recommendation is to replace computer and upgrade Office Suite

Rachelle's Computer, Serial #2G9R701 This is a 733MHz computer with 256MB of memory-Recommendation is to upgrade memory, operating system and Office Suite.

Kelly's Computer, Serial #4G9R701 This is a 733MHz computer with 256MB of memory-Recommendation is to upgrade memory, operating system and Office Suite

Lilly's Computer, Serial #6G9R701 This is a 733MHz computer with 256MB of memory-Recommendation is to upgrade memory, operating system and Office Suite.

Pam's Computer, Serial #8WVQJ01: This is an 866MHz computer with 256MB of memory-Recommendation is to upgrade memory, operating system and Office Suite

Sara's Computer, Serial #J5GXQ01 This is a 933MHz computer with 256MB of memory-Recommendation is to upgrade memory, operating system and Office Suite

For the replacement computers, you will refer to attached Dell Quote #105239216 from Dell Marketing, Vendor #742616805 that is attached for the replacement computer. It is an Optiplex GX260T, 2.26GHz Pentium 4 processor, 1 0 GB memory, Keyboard, 17" Monitor Dell M782, Integrated Video, NIC, SoundBlaster, Windows 2000, Logitech mouse, 48X CDRW drive, Harmon Kardon speakers, 3 year NBD on site service at a cost of \$1163.00/each plus \$45 00/each for shipping.

For the memory upgrades, refer to Quote #105854779 from Dell Marketing, Vendor #742616805.

For the operating system upgrades, refer to attached Quote #471333 from SHI-Government Solutions, Vendor #223695478 for Windows XP Pro License Only at \$131 00/each Part #E85-00345 and the Windows 2000 Pro CD Media Kit at \$26 00/each Part #B23-00096

Along with these hardware and software upgrades, you should also upgrade your Microsoft Office to the 2000 version on all computers in the office. Refer to Quote #474489 from SHI-Government Solutions, Vendor #2233695478 for MS Office XP Standard License Only, Part #021-04920 at a cost of \$265.00/each and the CD Disk Kit, Part #021-03767 at a cost of \$26 00/each

For the replacement standalone printers, you can purchase Hewlett Packard DeskJet 995C at a cost of \$399.00/each As discussed, these are comparable to the 895 printers you are replacing The tri-color cartridge is Part #C6578DN at a cost of \$34 99 and the black cartridge is part #51645A at a cost of \$29 99 You will also need a 6' USB cable for each printer at a cost of \$9.95/each.

Upon receipt of the upgrades and replacements at your location, please submit a Request for Services to M I S for scheduling the installation.

cc Connie Heinecke, Technical Services Director

f sandy\word\jp1\2rec5 doc

DELL

E Com

QUOTATION

QUOTE #: 105239216
Customer #: 1805735
Quote Date: 3/24/03
Customer Name: FORT BEND COUNTY M I S

Date: 3/24/03 8 59 11 AM

TOTAL QUOTE		\$1,208.00
AMOUNT:		
Product Subtotal:	\$1,163.00	
Tax:	\$0.00	
Shipping & Handling:	\$45.00	
Shipping Method:	Ground	Total Number of System Groups:

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$1,163.00	GROUP TOTAL: \$1,163.00
Base Unit.		OptiPlex GX260T, 2 26GHz, P4, 533FSB, 512K Cache, Gray SmallMinitower (311-9762)	
Memory		1 0GB, Non-ECC, 266MHz DDR, 2x512, GX260 (311-1717)	
Keyboard		Dell PS/2 Keyboard in Gray, NoHot Keys, Optiplex (310-1515)	
Monitor:		Dell M782,16.0 Inch Viewable Image Size, Flat CRT, OptiPlex, Gray (320-019762)	
Video Card		Integrated Video - Intel DVMT,GX260 (320-0428)	
Hard Drive		20GB EIDE, 7200 RPM, Value ATA/100 Hard Drive, GX260 (340-6075)	
Floppy Disk Drive		3 5 inch, 1 44MB, Floppy DriveGX260 (340-6286)	
Operating System		Windows 2000,SP3,NTFS,CD, English (420-1558)	
Mouse		Logitech USB 2-Button Optical Mouse with Scroll (310-1470)	
NIC.		Integrated Intel Gibabit NIC, 10/100/1000, with Alert Standards Format, GX260 (310-1470)	
CD-ROM or DVD-ROM Drive		48X Max CD-Rewriteable Drive, GX260 Small Desktop or Minitower (313-1313)	

Sound Card.	Integrated Sound Blaster Compatible AC97 Sound, OptiPlex (313-8170)
Speakers	harman/kardon 206 Speakers, Optiplex, Gray (313-0970)
Documentation Diskette	OptiPlex Resource CD (313-7168)
Service	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 1 (900-6630)
Service	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2 (900-6602)
Installation	Standard On-Site Installation Declined (900-9987)
Misc	Mouse Pad (310-3559)

TOTAL QUOTE			\$1,208.00
AMOUNT:			
Product Subtotal:	\$1,163.00		
Tax:	\$0.00		
Shipping & Handling:	\$45.00		
Shipping Method:	Ground	Total Number of System Groups:	

SALES REP:	WADE JOHNSON	PHONE:	800-981-3355
Email Address:	Wade_Johnson@Dell.com	Phone Ext:	82132

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.**

Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019. **

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

**LCD panels in Dell products contain mercury, please dispose properly
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_DFS_AssetRecovery@dell.com. Minimum quantities may apply.**

SHI-Government Solutions

Pricing Proposal
Quotation # 474489
Quote Valid Until: 4/24/2003

Fort Bend County

SHI-Government Solutions
Account Exec

Sandra Janczak Phone:(281) 341-4570 Fax (281) 341-8642

Sandra Pisula 1250 Capital of Texas Hwy
South,Suite I-350Austin, TX 78746
Phone 800-870-6079 Fax. 512-732-0232

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 OFFICE XP WIN32 ENGLISH - APPLICATIONS - LICENSE ONLY - MEDIA DOES NOT SHIP AUTOMATICALLY, PLEASE ORDER AS SEPARATE LINE ITEM AS NEEDED. Mfg Part#. 021-04920	1	265 00	265 00
2 WWF OFFICE 2000 STD WIN KEYLESS DISK KIT Mfg Part#. 021-03767	1	26 00	26 00
		Total	291.00

COMPUTERS & LICENSES

Description	Qty	Price	Total
Computers	9	\$ 1,208.00	\$ 10,872.00
Windows XP	9	\$ 265.00	\$ 2,385.00
PRO 2000 Disk	3	\$ 26.00	\$ 78.00
HP 995C Printers	7	\$399.00	\$ 2,793.00
HP Printer Cables	7	9.95	<u>\$ 69.65</u>
TOTAL REQUEST			\$ 16,197.65

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

DATE SUBMITTED: April 8, 2003

SUBMITTED BY: Cathy Garcia

AGENDA

COURT AGENDA DATE: April 2, 2003

DEPARTMENT: JP4

ITEM

PHONE NO.: 281.491.1814

28

SUMMARY OF ITEM: Approve purchase of 8 computers to replace old ones and upgrade of software licenses.

Computers: 9,664.00

Software: 3,272.00

Total Request: \$12,936.00

RENEWAL CONTRACT/AGREEMENT: Yes () No ()

LIST SUPPORTING DOCUMENTS ATTACHED:

APR 2 2003

FINANCIAL SUMMARY: To be funded from the JP Technology Fee.

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

Yes () No (x) N/A ()

One Time ()

Funding Source:

Recurring ()

fund agcy Object

N/A ()

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:



Fort Bend County Management Information Systems (M.I.S.)

County Heinecke
Technical Services Director

Carol Holub
Applications and Systems Director

TO: Cathy Garcia, J.P. Pct. 4
FROM: Sandy Janczak, Technical Assessment Manager
RE: PC evaluations/recommendations
DATE: March 28, 2003

A handwritten signature in cursive script, appearing to read "Sandy", is written next to the "FROM:" line.

Benny Cantu has evaluated the computers in your office. As we discussed, two of your computers exceed the minimum specifications with the exception of the memory and the operating system. I am providing you with quotes to upgrade memory and OS for the front counter (serial number JL18D01) and Ernestine (serial number GL18D01). If funding is available, these units could also be replaced so that there is uniformity of the computers in your office.

For the memory upgrade, refer to attached Quote #105029941 from Dell Marketing, Vendor #742616805 for (4) 256MB Non-ECC memory at \$100.00/each plus \$5.50 for shipping.

For the operating system upgrade, refer to attached Quote #471333 from SHI-Government Solutions, Vendor #223695478 for Windows XP Pro License Only at \$131.00/each Part #E85-00345 and the Windows 2000 Pro CD Media Kit at \$26.00/each Part #B23-00096

The remaining computers listed below should be replaced

Serial number 06ZK7-Judge Richard
Serial number 06ZK5-Febe
Serial number 06ZKP-Elly
Serial number 06ZK9-Cathy
Serial number 06ZKI
Serial number G4URH-Cindy

Refer to attached Dell Quote #105239216 from Dell Marketing, Vendor #742616805 that is attached for the replacement computer. It is an Optiplex GX260T, 2.26GHz Pentium 4 processor, 1.0 GB memory, Keyboard, 17" Monitor Dell M782, Integrated Video, NIC, SoundBlaster, Windows 2000, Logitech mouse, 48X CDRW drive, Harmon Kardon speakers, 3 year NBD on site service at a cost of \$1163.00/each plus \$45.00/each for shipping.

Along with these hardware and software upgrades, you should also upgrade your Microsoft Office to the 2000 version on all computers in the office. Refer to Quote #474489 from SHI-Government Solutions, Vendor #2233695478 for MS Office XP Standard License Only, Part #021-04920 at a cost of \$265.00/each and the CD Disk Kit, Part #021-03767 at a cost of \$26.00/each.

If I can be of further assistance, please let me know.

Cc Connie Heinicke, Technical Services Director

f:sandy\wendyjp4cc5.doc

SIII-Government Solutions

Pricing Proposal
Quotation #: 471333
Quote Valid Until: 4/19/2003

Fort Bend County

SIII-Government Solutions
Account Exec

Sandy Janezak Phone:(281) 341-4570 Fax:(281) 341-8642

Sandra Pisula 1250 Capital of Texas Hwy
South,Suite I-350Austin, TX 78746
Phone: 800-870-6079 Fax 512-732-0232

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WINDOWS XP PROFESSIONAL ENGLISH UPG - SYSTEMS - LICENSE ONLY - MEDIA DOES NOT SHIP AUTOMATICALLY, PLEASE ORDER AS SEPARATE LINE ITEM AS NEEDED. Mfg Part#: E85-00345	1	131.00	131.00
2 WINDOWS PRO 2000 ENGLISH DISK KIT CD W/BOOT DISKS - SYSTEMS - DISK KIT Mfg Part#. B23-00096	1	26.00	26.00
		Total	157.00

SHI-Government Solutions

Pricing Proposal
Quotation # 474489
Quote Valid Until: 4/24/2003

Fort Bend County

SHI-Government Solutions
Account Exec

Sandra Janczak Phone: (281) 341-4570 Fax (281) 341-8642

Sandra Pisula 1250 Capital of Texas Hwy
South, Suite 1-350 Austin, TX 78746
Phone: 800-870-6079 Fax: 512-732-0232

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 OFFICE XP WIN32 ENGLISH - APPLICATIONS - LICENSE ONLY - MEDIA DOES NOT SHIP AUTOMATICALLY, PLEASE ORDER AS SEPARATE LINE ITEM AS NEEDED. Mfg Part#: 021-04920	1	265.00	265.00
2 WWF OFFICE 2000 S1D WIN KEYLESS DISK KIT Mfg Part#: 021-03767	1	26.00	26.00
		Total	291.00

DELL**E Com****QUOTATION**

QUOTE #: 105239216
Customer #: 1805735
Quote Date: 3/24/03
Customer Name: FORT BEND COUNTY M I S

Date: 3/24/03 8:59:11 AM

TOTAL QUOTE AMOUNT:	\$1,208.00	
Product Subtotal:	\$1,163.00	
Tax:	\$0.00	
Shipping & Handling:	\$45.00	
Shipping Method:	Ground	Total Number of System Groups:

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$1,163.00	GROUP TOTAL: \$1,163.00
Base Unit:	OptiPlex GX260T, 2.26GHz, P4, 533FSB, 512K Cache, Gray Small Minitor (311-1717)		
Memory:	1.0GB, Non-ECC, 266MHz DDR, 2x512, GX260 (311-1717)		
Keyboard:	Dell PS/2 Keyboard in Gray, No Hot Keys, OptiPlex (310-1515)		
Monitor:	Dell M782, 15.0 Inch Viewable Image Size, Flat CRT, OptiPlex, Gray (320-01)		
Video Card:	Integrated Video - Intel DVMT, GX260 (320-0428)		
Hard Drive:	20GB EIDE, 7200 RPM, Value ATA/100 Hard Drive, GX260 (340-6875)		
Floppy Disk Drive:	3.5 Inch, 1.44MB, Floppy Drive GX260 (340-8286)		
Operating System:	Windows 2000, SP3, NTFS, CD, English (420-1558)		
Mouse:	Logitech USB 2-Button Optical Mouse with Scroll (310-1470)		
NIC:	Integrated Intel Gigabit NIC, 10/100/1000, with Alert Standard Format, GX		
CD-ROM or DVD-ROM Drive	48X Max CD-Rewritable Drive, GX260 Small Desktop or Minitor (313-11)		

Sound Card:	Integrated Sound Blaster Compatible AC97 Sound, OptiPlex (313-8170)
Speakers:	harman/kardon 206 Speakers, Optiplex, Gray (313-0970)
Documentation Diskette:	OptiPlex Resource CD (313-7168)
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 1 (900-6630)
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2 (900-6602)
Installation:	Standard On-Site Installation Declined (900-9987)
Misc:	Mouse Pad (310-3559)

TOTAL QUOTE		\$1,208.00
AMOUNT:		
Product Subtotal:	\$1,163.00	
Tax:	\$0.00	
Shipping & Handling:	\$45.00	
Shipping Method:	Ground	Total Number of System Groups:

SALES REP:	WADE JOHNSON	PHONE:	800-981-3355
Email Address:	Wade_Johnson@Dell.com	Phone Ext:	82132

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

**Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.

Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019. **

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_DFS_AssetRecovery@dell.com. Minimum quantities may apply.

COMPUTERS & LICENSES

Description	Qty	Price	Total
Computers	8	\$ 1,208.00	\$ 9,664.00
Windows XP	8	\$ 131.00	\$ 1,048.00
PRO 2000 Disk	2	\$ 26.00	\$ 52.00
Office XP	8	\$ 265.00	\$ 2,120.00
WWF Office 2000	2	26.00	<u>\$ 52.00</u>
 TOTAL REQUEST			 \$ 12,936.00

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

DATE SUBMITTED: April 2, 2003

SUBMITTED BY: Michel Davis

AGENDA

COURT AGENDA DATE: April 8, 2003

DEPARTMENT: 070

PHONE NO.: 281.431.0131

29

SUMMARY OF ITEM:

Summer Food Service Program agreement between Fort Bend County and Texas Department of Human Services.

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

LIST SUPPORTING DOCUMENTS ATTACHED:
Please see attached documents for support.

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

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

One Time ()

Funding Source:

Recurring ()

Fund Agency Object

N/A ()

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

CC with back up:

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

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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:

Please discuss and consider approving application for the Summer Lunch Program between Fort Bend County and Texas Department of Human Services.

Received Copy.

TEXAS DEPARTMENT OF HUMAN SERVICES
SPECIAL NUTRITION PROGRAMS
AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

The Texas Department of Human Services, hereinafter referred to as TDHS,

AND

FORT BEND COUNTY

hereinafter referred to as the Contractor, do hereby make and enter into this contract, as required by the National School Lunch Act and the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the Special Milk Program (SMP), 7 CFR Part 215, the School Breakfast Program (SBP), 7 CFR Part 220, the Summer Food Service Program (SFSP), 7 CFR Part 225, and the Child and Adult Care Food Program (CACFP) 7 CFR Part 226

This agreement establishes or continues the rights and responsibilities of TDHS and the Contractor pursuant to the Contractor's participation in one or more of the above named programs as stipulated herein. If this agreement continues an existing agreement, all existing terms, conditions, liabilities and obligations of the parties under the prior agreement remain in full force and effect, except to the extent that those terms, conditions, liabilities and obligations conflict with this agreement, in which case this agreement takes precedence.

By signing this agreement, both parties are bound by its terms and conditions from its beginning effective date, or the beginning effective date of any prior agreement/s continued by this agreement, until terminated in accordance with this agreement.

I.

MUTUAL AGREEMENTS

The Parties mutually agree

- A. If the Contractor fails to provide services in accordance with the provisions of this contract, TDHS may, upon written notice of default to the Contractor, immediately terminate the whole or any part of this contract, including refusal to pay claims for reimbursement, and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract.
- B. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this contract, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this contract then, the parties shall be discharged from any further obligations created under the terms of this contract, except for the equitable settlement of the respective accrued interest or obligations, including audit findings, incurred up to the date of termination.
- C. This contract may be canceled by mutual consent. However, if such mutual consent cannot be attained, then and in that event, either party to this contract may consider it to be canceled without cause by giving thirty (30) days notice in writing to the other party and this contract shall thereupon be canceled upon the expiration of such thirty (30) day period. Nothing in this paragraph shall be construed to prohibit immediate cancellation pursuant to above paragraphs A and/or B.

II.

CONTRACTOR PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

- A The Contractor will comply with the applicable regulations for its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Audits of State, Local Governments, and Non-Profit Organizations (7 CFR 3052, as amended) and state policies and procedures as issued and amended by TDHS. The Contractor further agrees to perform as described in its application (including its Policy statement and supporting documents, and approved amendments to the application) for participation in the designated program
- B The Contractor accepts final administrative and financial responsibility for food service operations in each school, summer feeding site, and child and/or adult care facility, hereinafter referred to as a site, operated or sponsored by the Contractor. The responsibility includes any audit exceptions or payment deficiency in the program covered by this contract, and all subcontracts hereunder, which are found after monitoring or auditing by TDHS or USDA and will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
- C The Contractor submits for TDHS approval only those applications for sites which have delegated the authority for the administration of food service operations to the Contractor or which have executed subagreements with the Contractor for the administration of food services operations
- D Contractors participating in the NSLP agree
 - 1 that the official signing the Claim for Reimbursement will be responsible for reviewing and analyzing meal counts to ensure accuracy and compliance with federal regulations
 - 2 to enter into an agreement to receive donated foods as required by federal regulations, and
 - 3 to price lunch as a unit
- E Contractors participating in the CACFP provide or accept responsibility for the provision of organized, non-residential child day care and will immediately report to The Texas Department of Protective and Regulatory Services (TDPRS) Licensing or Child Protective Services staff, any suspected violations of TDPRS Licensing standards or suspected abuse of children in sponsored centers or day homes

III.

RECORD KEEPING

- A The Contractor will keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDHS. The records and documents will be kept for a minimum of 3 years and 90 days after the termination of the federal fiscal year for the relevant program. If any litigation, claim, or audit involving these records begins before such period expires, the Contractor will keep the records and documents for not less than 3 years and 90 days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDHS and the Contractor. The Contractor will keep records of non-expendable property acquired under the contract for 3 years and 90 days after final disposition of the property
- B The Contractor and its subcontractors will allow TDHS and USDA officials and other appropriate officials determined by TDHS to inspect facilities and records and to audit, examine, and copy records at any reasonable time. This includes access to all records of costs paid, even in part, by TDHS
- C The Contractor and its subcontractors will establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting the Department's right of access to recipient case records or other information relating to clients served under this contract
- D The Contractor certifies that the goods and/or service(s) covered by this contract are designated to be used prior to, during, and after calendar year 2000 AD. The goods and/or service(s) will be operated during such time periods without error relating to date which represents different centuries or more than one century

IV.

CIVIL RIGHTS POLICY COMPLIANCE

- A The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that act and the regulations Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336), Title IX of the Education Amendments of 1972 (7 CFR Part 15a), the Age Discrimination Act of 1975 (Public Law 94-135), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition the contractor agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no person in the United States shall, on the ground of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in, or denied any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination. The contractor also agrees to comply with Health and Safety Code Section 85 113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV)

The contractor hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement

- B This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by the TDHS. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representation and agreements made in this assurance
- C The Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDHS, USDA and FNS personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDHS, USDA and FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the department. The person whose signature appears on this contract is authorized to sign this assurance on the behalf of the Contractor
- D A religious or charitable organization is eligible to be a contractor on the same basis as any other private organization. The contractor retains its independence from State and local governments, including the contractor's control over the definition, development, practice, and expression of its charitable or religious beliefs. Except as provided by federal law, TDHS shall not interpret this contract to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture, or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under the contract, then only the financial assistance provided by these funds will be subject to audit. However, neither TDHS's selection of a charitable or faith-based contractor of services nor the expenditure of funds under this contract is an endorsement of the contractor's charitable or religious character, practices, or expression. The purpose of this contract is the provision of services, no State expenditures have as their objective the funding of sectarian worship, instructions, or proselytization

A charitable or faith-based provider of services under this contract shall reasonably apprise all assisted individuals of the following: "Neither TDHS's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify your local TDHS Special Nutrition Programs office"

Section 104 of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 42 U S C § 604a, sets forth certain additional rights and responsibilities for charitable and faith-based providers of services, certain additional rights of assisted individuals, and certain additional responsibilities of TDHS to these providers and assisted individuals. This contract is subject to those additional rights and responsibilities

V.

TDHS CLAIMS PAYMENT

- A TDHS will, subject to the federal appropriation and availability to TDHS of sufficient funds for the applicable program, make program payment to the Contractor in accordance with the terms of this agreement. No reimbursement shall be made for performance under this agreement occurring prior to (a) the beginning effective date of this agreement or (b) a later date established by TDHS based on the date of receipt of a fully executed copy of this agreement.
- B In accordance with Section 403.055(h) of the Government Code, as added by Act of May 19, 1999, 76th Leg. R.S., ch. 583, Sec. 1, 1999 Tex. Sess. Law Ser. 3125 (Vernon), any payments owing to the contractor under this contract will be applied toward elimination of the contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full. This clause does not apply if federal law requires payment to be made to the contractor for goods and services provided in support of any of the USDA child and adult nutrition programs, and may not apply if federal law conditions the receipt of the money for these goods or services to the state on the basis of payment being made to the contractor.

VI.

IMMIGRATION

The Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this contract.

VII.

CERTIFICATION

- A Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion For Covered Contracts - The contractor certifies, by execution of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency or by the State of Texas. By making this certification the contractor agrees to the following terms:
1. The above certification is a material representation of fact upon which reliance was based when this contract was entered into. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Human Services may pursue available remedies, including suspension and/or debarment.
 2. The contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is defined in the attachment.
 4. The contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Human Services, as applicable.

VIII.

EFFECTIVE DATE AND SIGNATURES

The parties hereto in their capacities stated, affix their signatures and bind themselves for the faithful performance of the terms of this contract pursuant to participation in the following program or programs

☐
☐
☐

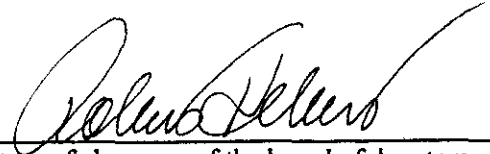
National School Lunch Program
School Breakfast Program
Special Milk Program

☐
☒

Child and Adult Care Food Program
Summer Food Service Program

FORT BEND COUNTY

Name of Contracting Organization
(Please print or type)



Signature of chairman of the board of directors
or other official who has been authorized to sign
contracts on behalf of the contracting organization

ROBERT E. HEBERT

Name of Official Signing
(Please print or type)

COUNTY JUDGE

Title of Official
(Please print or type)

TEXAS DEPARTMENT OF HUMAN SERVICES

Effective from _____ until terminated.

By _____
TDHS Representative

Date _____

Approved for Form by OGC Signature on file
Revised May 2001

VII.

CERTIFICATION
(Continued)

- 5 The contractor further agrees by submitting this certification that it will include TDHS Form 2046 titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in all solicitation for all covered subcontracts
 - 6 A contractor may rely upon a certification of a subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certificates from its covered subcontractor upon each subcontractor's initiation and upon each renewal
 - 7 Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
 - 8 Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Human Services may pursue available remedies, including suspension and/or debarment
- B Regarding Federal Lobbying - This certification applies only to this contract and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor certifies, to the best of his or her knowledge and belief, that No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The contractor shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients shall certify and disclose accordingly.

- C The contractor certifies that if it is a corporation, it is either a for-profit corporation that is not delinquent in its franchise tax payments to the State of Texas, or is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.
- D The contractor certifies that all information submitted pursuant to this agreement is true and correct. The contractor understands that the deliberate misrepresentation or withholding of information is a violation of this contract and may result in prosecution under applicable state and federal statutes.
- E Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

TEXAS DEPARTMENT OF HUMAN SERVICES
SPECIAL NUTRITION PROGRAMS
AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

The Texas Department of Human Services, hereinafter referred to as TDHS,

AND

FORT BEND COUNTY

hereinafter referred to as the Contractor, do hereby make and enter into this contract, as required by the National School Lunch Act and the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210, the Special Milk Program (SMP), 7 CFR Part 215, the School Breakfast Program (SBP), 7 CFR Part 220, the Summer Food Service Program (SFSP), 7 CFR Part 225, and the Child and Adult Care Food Program (CACFP) 7 CFR Part 226

This agreement establishes or continues the rights and responsibilities of TDHS and the Contractor pursuant to the Contractor's participation in one or more of the above named programs as stipulated herein. If this agreement continues an existing agreement, all existing terms, conditions, liabilities and obligations of the parties under the prior agreement remain in full force and effect, except to the extent that those terms, conditions, liabilities and obligations conflict with this agreement, in which case this agreement takes precedence.

By signing this agreement, both parties are bound by its terms and conditions from its beginning effective date, or the beginning effective date of any prior agreement/s continued by this agreement, until terminated in accordance with this agreement.

I.

MUTUAL AGREEMENTS

The Parties mutually agree:

- A. If the Contractor fails to provide services in accordance with the provisions of this contract, TDHS may, upon written notice of default to the Contractor, immediately terminate the whole or any part of this contract, including refusal to pay claims for reimbursement, and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract.
- B. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this contract, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this contract, then the parties shall be discharged from any further obligations created under the terms of this contract, except for the equitable settlement of the respective accrued interest or obligations, including audit findings, incurred up to the date of termination.
- C. This contract may be canceled by mutual consent. However, if such mutual consent cannot be attained, then and in that event, either party to this contract may consider it to be canceled without cause by giving thirty (30) days notice in writing to the other party and this contract shall thereupon be canceled upon the expiration of such thirty (30) day period. Nothing in this paragraph shall be construed to prohibit immediate cancellation pursuant to above paragraphs A and/or B.

II.

CONTRACTOR PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

- A The Contractor will comply with the applicable regulations for its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Audits of State, Local Governments, and Non-Profit Organizations (7 CFR 3052, as amended) and state policies and procedures as issued and amended by TDHS. The Contractor further agrees to perform as described in its application (including its Policy statement and supporting documents, and approved amendments to the application) for participation in the designated program.
- B The Contractor accepts final administrative and financial responsibility for food service operations in each school, summer feeding site, and child and/or adult care facility, hereinafter referred to as a site, operated or sponsored by the Contractor. The responsibility includes any audit exceptions or payment deficiency in the program covered by this contract, and all subcontracts hereunder, which are found after monitoring or auditing by TDHS or USDA and will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
- C The Contractor submits for TDHS approval only those applications for sites which have delegated the authority for the administration of food service operations to the Contractor or which have executed subagreements with the Contractor for the administration of food services operations.
- D Contractors participating in the NSLP agree
 - 1 that the official signing the Claim for Reimbursement will be responsible for reviewing and analyzing meal counts to ensure accuracy and compliance with federal regulations
 - 2 to enter into an agreement to receive donated foods as required by federal regulations, and
 - 3 to price lunch as a unit
- E Contractors participating in the CACFP provide or accept responsibility for the provision of organized, non-residential child day care and will immediately report to The Texas Department of Protective and Regulatory Services (TDPRS) Licensing or Child Protective Services staff, any suspected violations of TDPRS Licensing standards or suspected abuse of children in sponsored centers or day homes.

III.

RECORD KEEPING

- A The Contractor will keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDHS. The records and documents will be kept for a minimum of 3 years and 90 days after the termination of the federal fiscal year for the relevant program. If any litigation, claim, or audit involving these records begins before such period expires, the Contractor will keep the records and documents for not less than 3 years and 90 days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDHS and the Contractor. The Contractor will keep records of non-expendable property acquired under the contract for 3 years and 90 days after final disposition of the property.
- B The Contractor and its subcontractors will allow TDHS and USDA officials and other appropriate officials determined by TDHS to inspect facilities and records and to audit, examine, and copy records at any reasonable time. This includes access to all records of costs paid, even in part, by TDHS.
- C The Contractor and its subcontractors will establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting the Department's right of access to recipient case records or other information relating to clients served under this contract.
- D The Contractor certifies that the goods and/or service(s) covered by this contract are designated to be used prior to, during, and after calendar year 2000 AD. The goods and/or service(s) will be operated during such time periods without error relating to date which represents different centuries or more than one century.

CIVIL RIGHTS POLICY COMPLIANCE

- A The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that act and the regulations Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336), Title IX of the Education Amendments of 1972 (7 CFR Part 15a), the Age Discrimination Act of 1975 (Public Law 94-135), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition the contractor agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no person in the United States shall, on the ground of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in, or denied any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination. The contractor also agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV)

The contractor hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement

- B This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by the TDHS. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representation and agreements made in this assurance.
- C The Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDHS, USDA and FNS personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDHS, USDA and FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the department. The person whose signature appears on this contract is authorized to sign this assurance on the behalf of the Contractor.
- D A religious or charitable organization is eligible to be a contractor on the same basis as any other private organization. The contractor retains its independence from State and local governments, including the contractor's control over the definition, development, practice, and expression of its charitable or religious beliefs. Except as provided by federal law, TDHS shall not interpret this contract to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture, or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under the contract, then only the financial assistance provided by these funds will be subject to audit. However, neither TDHS's selection of a charitable or faith-based contractor of services nor the expenditure of funds under this contract is an endorsement of the contractor's charitable or religious character, practices, or expression. The purpose of this contract is the provision of services, no State expenditures have as their objective the funding of sectarian worship, instructions, or proselytization.

A charitable or faith-based provider of services under this contract shall reasonably apprise all assisted individuals of the following: "Neither TDHS's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify your local TDHS Special Nutrition Programs office."

Section 104 of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 42 U.S.C. § 604a, sets forth certain additional rights and responsibilities for charitable and faith-based providers of services, certain additional rights of assisted individuals, and certain additional responsibilities of TDHS to these providers and assisted individuals. This contract is subject to those additional rights and responsibilities.

TDHS CLAIMS PAYMENT

- A TDHS will, subject to the federal appropriation and availability to TDHS of sufficient funds for the applicable program, make program payment to the Contractor in accordance with the terms of this agreement. No reimbursement shall be made for performance under this agreement occurring prior to (a) the beginning effective date of this agreement or (b) a later date established by TDHS based on the date of receipt of a fully executed copy of this agreement.
- B In accordance with Section 403.055(h) of the Government Code, as added by Act of May 19, 1999, 76th Leg. R.S., ch. 583, Sec. 1, 1999 Tex. Sess. Law Ser. 3125 (Vernon), any payments owing to the contractor under this contract will be applied toward elimination of the contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full. This clause does not apply if federal law requires payment to be made to the contractor for goods and services provided in support of any of the USDA child and adult nutrition programs, and may not apply if federal law conditions the receipt of the money for these goods or services to the state on the basis of payment being made to the contractor.

VI.

IMMIGRATION

The Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this contract.

VII.

CERTIFICATION

- A Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion For Covered Contracts - The contractor certifies, by execution of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency or by the State of Texas. By making this certification the contractor agrees to the following terms:
 - 1 The above certification is a material representation of fact upon which reliance was based when this contract was entered into. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Human Services may pursue available remedies, including suspension and/or debarment.
 - 2 The contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - 3 The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is defined in the attachment.
 - 4 The contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Human Services, as applicable.

VIII.

EFFECTIVE DATE AND SIGNATURES

The parties hereto in their capacities stated, affix their signatures and bind themselves for the faithful performance of the terms of this contract pursuant to participation in the following program or programs

☐ National School Lunch Program
☐ School Breakfast Program
☐ Special Milk Program

☐ Child and Adult Care Food Program
☒ Summer Food Service Program

FORT BEND COUNTY
 Name of Contracting Organization
 (Please print or type)


 Signature of chairman of the board of directors
 or other official who has been authorized to sign
 contracts on behalf of the contracting organization

ROBERT E. HEBERT
 Name of Official Signing
 (Please print or type)

COUNTY JUDGE
 Title of Official
 (Please print or type)

TEXAS DEPARTMENT OF HUMAN SERVICES

Effective from _____ until terminated

By _____
 TDHS Representative

Date _____

Approved for Form by OGC Signature on file
 Revised May 2001

CERTIFICATION
(Continued)

- 5 The contractor further agrees by submitting this certification that it will include TDHS Form 2046 titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in all solicitation for all covered subcontracts
- 6 A contractor may rely upon a certification of a subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certificates from its covered subcontractor upon each subcontractor's initiation and upon each renewal
- 7 Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
- 8 Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Human Services may pursue available remedies, including suspension and/or debarment

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

The contractor certifies, to the best of his or her knowledge and belief, that No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The contractor shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients shall certify and disclose accordingly.

- C The contractor certifies that if it is a corporation, it is either a for-profit corporation that is not delinquent in its franchise tax payments to the State of Texas, or is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.
- D The contractor certifies that all information submitted pursuant to this agreement is true and correct. The contractor understands that the deliberate misrepresentation or withholding of information is a violation of this contract and may result in prosecution under applicable state and federal statutes.
- E Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**SPECIAL NUTRITION PROGRAM
CERTIFICATION OF AUTHORITY**

This is to certify that the following person(s):

Name of Authorized Representative (please type or print) <u>Sharon Rollins-Austin</u>	Title <u>Program Director</u>
☒ <u>Sharon Rollins-Austin</u> Signature - Authorized Representative	

Name of Authorized Representative (please type or print) <u>Zelphia Ann Hayes</u>	Title <u>Personnel Coordinator</u>
☒ <u>Zelphia Ann Hayes</u> Signature - Authorized Representative	

is (are) designated as an Authorized Representative of

Name of Contracting Organization <u>Fort Bend County</u>
Address (Street, City, State, ZIP) <u>309 South Fourth Street, Suite 719 Richmond, TX 77469</u>

The representative(s) designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Human Services to operate a food program, to sign documents or reports about the agreement, and to present claims for reimbursement, when appropriate, to the department.

By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named Contracting Organization pursuant to our participation in any and all programs administered by Special Nutrition Programs, TDHS, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements including amendments, that records are/will be available to support any and all claims, and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Official of Contracting Agency (please type or print) <u>Robert E. Hebert</u>	Title <u>County Judge</u>
☒ <u>Robert E. Hebert</u> Signature - Official of Contracting Agency	

DELETED AUTHORIZED REPRESENTATIVES: A contracting organization may not have more than three (3) Authorized Representatives, including the Official of the Contracting Agency. If you are replacing or deleting an Authorized Representative, list the name(s) of the individual(s) to be removed as Authorized Representative(s) below:

Name of Deleted Representative	Name of Deleted Representative	Name of Deleted Representative

FOR DHS USE ONLY

Contract No <u>75 -</u>	Received By	Date Received

SPECIAL NUTRITION PROGRAM
CERTIFICATION OF AUTHORITY

This is to certify that the following person(s):

Name of Authorized Representative (please type or print) <u>Michel E. Davis</u>	Title <u>Parks Director</u>

<u>X</u> <u>Michel E. Davis</u> Signature - Authorized Representative

Name of Authorized Representative (please type or print)	Title

<u>X</u> Signature - Authorized Representative

is (are) designated as an Authorized Representative of

Name of Contracting Organization <u>Fort Bend County</u>

Address (Street, City, State, ZIP) <u>309 South Fourth Street, Suite 719 Richmond, TX 77469</u>

The representative(s) designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Human Services to operate a food program, to sign documents or reports about the agreement, and to present claims for reimbursement, when appropriate, to the department.

By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named Contracting Organization pursuant to our participation in any and all programs administered by Special Nutrition Programs, TDHS, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements including amendments, that records are/will be available to support any and all claims, and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Official of Contracting Agency (please type or print) <u>Robert E. Hebert</u>	Title <u>County Judge</u>

<u>X</u> <u>Robert E. Hebert</u> Signature - Official of Contracting Agency

DELETED AUTHORIZED REPRESENTATIVES: A contracting organization may not have more than three (3) Authorized Representatives, including the Official of the Contracting Agency. If you are replacing or deleting an Authorized Representative, list the name(s) of the individual(s) to be removed as Authorized Representative(s) below:

Name of Deleted Representative	Name of Deleted Representative	Name of Deleted Representative

FOR DHS USE ONLY

Contract No <u>75 -</u>

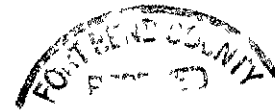
Received By

Date Received



COUNTY PURCHASING AGENT
Fort Bend County, Texas

AGENDA ITEM



APR 2 2003

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
COUNTY JUDGE (281) 341-8645

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert D. Jalomo
Purchasing Agent

SUBJECT: Agenda Items Commissioners Court April 8, 2003

Regular Agenda Items:

- 30A 1. Take all appropriate action on contract with Evans Construction for Phase 1 of Design/Build of Fairgrounds restrooms and concession stand renovations pursuant to Statement of Qualifications #03-038.
- 30B 2. Discuss and consider granting an exemption to the competitive bid requirements as authorized by Section 262.024 Texas Local Government Code for the purchase of a sole source item from Checkpoint Systems, Inc. for book checkout system and maintenance at the Library. (Funding: 030-1011)
- 30C 3. Take all appropriate action to authorize County Purchasing Agent to enter into contract negotiations pursuant to RFP #03-039 Laser Check solution.
- 30D 4. Take all appropriate action to approve auctioneer services contract with Ernie Croucher Auctioneers, Inc.
- 30E Deliberate and consider approving the purchase of computer equipment for various departments throughout the County from Dell Financial Services a State of Texas Qualified Information Systems Vendor (Funding MIS 1012)
- 30F Deliberate and consider authorizing the purchase of one (1) police package automobile for Constable Pct #2

cc with full package:

Commissioner Stavinocha
Commissioner Prestage
Commissioner Meyers
Commissioner Patterson

Dianne Wilson
Ed Sturdivant
Jim Edwards
Bud Childers

cc with cover only:

Carole Brown - Library
Mike Davis - Parks

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A191

Standard Form of Agreement Between Owner and Design/Builder

1985 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES
CONSULTATION WITH AN ATTORNEY IS ENCOURAGED

This Document comprises two separate Agreements Part 1 Agreement—Preliminary Design and Budgeting and Part 2 Agreement—Final Design and Construction Hereinafter, the Part 1 Agreement is referred to as Part 1 and the Part 2 Agreement is referred to as Part 2 Before executing Part 1, the parties should reach substantial agreement on Part 2

PART 1 AGREEMENT—PRELIMINARY DESIGN AND BUDGETING

AGREEMENT

made as of the 27th day of March in the year of
Two Thousand and Three

BETWEEN the Owner: Ft. Bend County
(Name and address)

and the Design/Builder: Evans Construction
(Name and address)

For the following Project: Ft. Bend County Fairgrounds Restroom & Conces
(Include Project name location and detailed description of scope.)
sion Stand Renovations Bid Q-03-038

The architectural services described in Article 2 will be provided by the following person or
entity who is lawfully licensed to practice architecture
(Name and address)

Ron Stewart , Architect - 101 Southwestern Blvd -
The Owner and the Design/Builder agree as set forth below.

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violates the copyright laws of the United States and will be subject to legal prosecution

AIA DOCUMENT A191, Part 1 • OWNER-DESIGN/BUILDER AGREEMENT • FIRST EDITION
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N.W. WASHINGTON D.C. 20006

A191-1985
PART 1-PAGE 1

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4-11-03 Original Agreement sent to Debbie @ Purchasing.

Terms and Conditions—Part 1 Agreement

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 The Project is the total design and construction for which the Design/Builder is responsible under Part 1, including all professional design services and all labor, materials and equipment used or incorporated in such design and construction

1.1.2 The Work comprises the completed construction designed under the Project and includes labor necessary to produce such construction, and materials and equipment incorporated or to be incorporated in such construction

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 This Part 1 shall be signed in not less than duplicate by the Owner and Design/Builder

1.2.2 Nothing contained in the Design/Builder Contract Documents shall create a professional obligation or contractual relationship between the Owner and any third party

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 The drawings, specifications and other documents furnished by the Design/Builder are instruments of service and shall not become the property of the Owner whether or not the Project for which they are made is commenced. Drawings, specifications and other documents furnished by the Design/Builder shall not be used by the Owner on other projects, for additions to this Project or, unless the Design/Builder is in default under Part 1, for completion of this Project by others, except by written agreement relating to use, liability and compensation

1.3.2 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's or the Architect's common law copyrights or other reserved rights. The Owner shall own neither the documents nor the copyrights

ARTICLE 2 DESIGN/BUILDER

2.1 SERVICES AND RESPONSIBILITIES

2.1.1 Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Design/Builder. The professional obligations of such persons shall be undertaken and performed in the interest of the Design/Builder. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Design/Builder and acting in the interest of the Design/Builder. Nothing contained in Part 1 shall create any professional obligation or contractual relationship between such persons and the Owner

2.1.2 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees and parties in privity of contract with the Design/

Builder to perform a portion of the Work, including their agents and employees

2.2 BASIC SERVICES

2.2.1 The Design/Builder's Basic Services are as described below and in Article 10

2.2.2 The Design/Builder shall review the Owner's program to ascertain requirements of the Project and shall review such requirements with the Owner

2.2.3 The Design/Builder shall provide, after consultation with the Owner, a preliminary evaluation of the program and Project budget, each in terms of the other

2.2.4 The Design/Builder shall review with the Owner alternative approaches to design and construction of the Project

2.2.5 The Design/Builder shall submit to the Owner a Proposal including the completed Preliminary Design Documents, a statement of the proposed contract sum, a proposed schedule for completion of the Work under Part 2 and all other information necessary to complete Part 2. Preliminary Design Documents shall consist of preliminary design drawings, outline specifications and other documents to fix and describe the size, quality and character of the entire Project, its architectural, structural, mechanical and electrical systems, and the materials and such other elements of the Project as may be appropriate. If the Proposal is accepted by the Owner, they shall then execute Part 2. Modifications to the Proposal before execution of Part 2 shall be recorded in writing as an addendum and be identified in the Contract Documents of Part 2

2.3 ADDITIONAL SERVICES

All other services requested by the Owner and mutually agreed to in writing by the Owner and Design/Builder in Part 1, including, among others, changes in Project scope and program, shall constitute Additional Services and shall be paid for by the Owner as provided in Part 1

ARTICLE 3 OWNER

3.1 The Owner shall provide information regarding requirements for the Project, including but not limited to the Owner's design objectives, constraints and criteria

3.2 If the Owner provides a budget for the Project, it shall explicitly include as separate line items contingencies for changes in the design and construction, and other costs which are the responsibility of the Owner. No budget shall constitute a fixed limit of construction cost unless such limit has been agreed to in writing by the Design/Builder

3.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Design/Builder and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of design and construction

3.4 The Owner shall cooperate with the Design/Builder in identifying required permits, licenses and inspections, and

shall take appropriate action with reasonable promptness

3.5 Prior to commencement of Basic Services, the Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, elevations and contours of the site, locations, dimensions and complete data pertaining to existing buildings, other improvements and trees, and full information concerning available services and utility lines, both public and private, above and below grade, including inverts and depths

3.6 The Owner shall furnish services of geotechnical engineers and other consultants when such services are deemed necessary by the Design/Builder. Geotechnical engineers or other consultants shall be selected by mutual agreement. Such services shall include, as required, applicable test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, and other necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations

3.7 The services, information, surveys and reports required by Paragraphs 3.5 and 3.6 shall be furnished at the Owner's expense, and the Design/Builder shall be entitled to rely upon their accuracy and completeness

3.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Work, the Owner shall give prompt written notice thereof to the Design/Builder

3.9 The Owner shall furnish required information and services and shall render decisions with reasonable promptness to avoid delay in the orderly progress of the Design/Builder's services

3.10 The Owner shall communicate with contractors only through the Design/Builder

ARTICLE 4

TIME

4.1 The Design/Builder shall provide the Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and shall complete the services in the time provided in Article 10

ARTICLE 5

PAYMENTS

5.1 The initial payment provided in Article 9 shall be made upon execution of this Part 1 and credited to the Owner's account as provided in Subparagraph 9.1.2

5.2 Subsequent payments for Part 1 Basic Services, Additional Services and Reimbursable Expenses shall be made monthly on the basis set forth in Article 9

5.3 Within ten days of the Owner's receipt of a properly submitted Application for Payment, the Owner shall make payment to the Design/Builder

5.4 Payments due the Design/Builder under Part 1 which are not paid when due shall bear interest from the date due at the rate specified in Paragraph 9.5, or in the absence of a specified rate, at the legal rate prevailing where the principal office of the Design/Builder is located

ARTICLE 6

ARBITRATION

6.1 Claims, disputes and other matters in question between the parties to Part 1 arising out of or relating to Part 1 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties agree otherwise. No arbitration arising out of or relating to Part 1 shall include, by consolidation or joinder or in any other manner, an additional person not a party to Part 1 except by written consent containing specific reference to Part 1 and signed by the Owner, Design/Builder and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of a dispute not described therein or with a person not named therein. This provision shall be specifically enforceable in any court of competent jurisdiction

6.2 Notice of demand for arbitration shall be filed in writing with the other party to Part 1 and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the applicable statute of limitations would bar institution of a legal or equitable proceeding based on such claim, dispute or other matter in question

6.3 The award rendered by arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction

6.4 Unless otherwise agreed in writing, the Design/Builder shall carry on the services and maintain progress during any arbitration proceedings, and the Owner shall continue to make payments to the Design/Builder in accordance with Part 1

6.5 This Article 6 shall survive completion or termination of Part 1

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 This Part 1 shall be governed by the law of the place where the principal office of the Design/Builder is located

7.2 The table of contents and the headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by Part 1

7.3 In case a provision of Part 1 is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected

7.4 SUCCESSORS AND ASSIGNS

7.4.1 This Part 1 shall be binding on successors, assigns and legal representatives of and persons in privity of contract with the Owner or Design/Builder. Neither party shall assign, sublet or transfer an interest in Part 1 without written consent of the other

7.4.2 This Paragraph 7.4 shall survive completion or termination of Part 1

7.5 EXTENT OF AGREEMENT

7.5.1 Part 1 represents the entire agreement for Preliminary Design and Budgeting and supersedes all prior negotiations, representations or agreements. Part 1 may be

amended only by written instrument signed by both Owner and Design/Builder

7.6 In case of termination of the Architect, the Design/Builder shall provide the services of another lawfully licensed person or entity against whom the Owner makes no reasonable objection

ARTICLE 8

TERMINATION OF THE AGREEMENT

8.1 Part 1 may be terminated by either party upon seven days' written notice should the other party fail substantially

to perform in accordance with its terms through no fault of the party initiating the termination

8.2 Part 1 may be terminated by the Owner upon at least seven days' written notice to the Design/Builder in the event that the Project is permanently abandoned

8.3 In the event of termination not the fault of the Design/Builder, the Design/Builder shall be compensated for services performed to termination date, together with Reimbursable Expenses then due and Termination Expenses. Termination Expenses are expenses directly attributable to termination, including a reasonable amount for overhead and profit, for which the Design/Builder is not otherwise compensated under Part 1

ARTICLE 9
BASIS OF COMPENSATION

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of Part 1 as described below

9.1 COMPENSATION FOR BASIC SERVICES the sum of \$6,720.00

9.1.1 FOR BASIC SERVICES, compensation shall be as follows

9.1.2 AN INITIAL PAYMENT of Six Thousand Seven Hundred Twenty and no/100 Dollars (\$6,720.00) shall be made upon execution of Part 1 and credited to the Owner's account as follows \$6,720.00

The sum of \$6,720.00 for architectural and engineer drawings-plans for the project known as Bid q-03-038 for the Ft. Bend County Fairgrounds Restroom & Concession Stand Renovations shall be paid upon completion and acceptance of said plans *

* (10 sets of architectural and engineered plans)

9.1.3 SUBSEQUENT PAYMENTS shall be as follows

9.2 COMPENSATION FOR ADDITIONAL SERVICES

9.2.1 FOR ADDITIONAL SERVICES, compensation shall be as follows

9.3 REIMBURSABLE EXPENSES

9.3.1 Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by the Design/Builder and the Design/Builder's employees and contractors in the interest of the Project for the expenses listed as follows

9.3.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of () times the amounts expended

9.4 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits

9.5 INTEREST PAYMENTS

9.5.1 The rate of interest for past due payments shall be as follows

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owners and Design/Builder's principal places of business at the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements such as written disclosures or waivers.)

9.6 IF THE SCOPE of the Project is changed materially, the amount of compensation shall be equitably adjusted

9.7 The compensation set forth herein shall be equitably adjusted if through no fault of the Design Builder the services have not been completed within () months of the date of Part 1

RECORDED ON 4-17-03
IN THE COMMISSIONER COURT
MINUTES OF 4-8-03

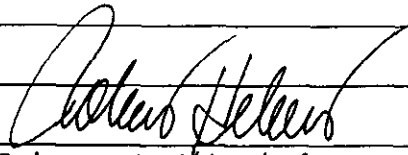
ARTICLE 10
OTHER PROVISIONS

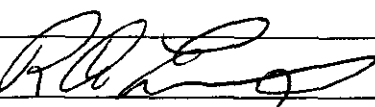
- 10.1 The Basic Services to be performed shall be commenced on authorization to proceed and, subject to authorized adjustments and to delays not caused by the Design/Builder, shall be completed in sixty (60) calendar days
- 10.2 The Basic Services beyond those described in Article 2 are

This Part 1 entered into as of the day and year first written above

OWNER
FT. BEND COUNTY

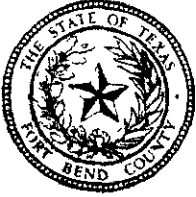
DESIGN/BUILDER


BY
Robert E. Hébert, County Judge

EVANS CONSTRUCTION

BY
ROSS A. EVANS



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

To: Each Member
Commissioners Court
Fort Bend County

From: Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

Date: April 2, 2003

Re: Sole Source Exemption

On Tuesday, April 8th I will appear before Commissioner's Court requesting granting an exemption to the competitive bid requirements as authorized by Section 262.024 Texas Local Government Code for the purchase of a sole source item from Checkpoint systems, Inc. for book checkout system and maintenance at the Library. This equipment will interface with the existing system and the funding is Library 1011.

REQUISITION NUMBER: 03000009980 REQ LINES: 4 EST AMT: 26,700.00 TYPE: 26,700.00 LAST PRINT: 03/24/03

H E A D E R :

SUGGESTED VENDOR CODE: 221895850

VENDOR NAME: CHECKPOINT SYSTEMS INC

ADDRESS: P O BOX 8538-0379
PHILADELPHIA PA 19171CONTACT: AL HAMILTON
PHONE: 817-589-2440SHIP TO: 30 LIBRARY
1001 GOLDFVIEW DRIVE
RICHMOND TX 77469BILL TO: 30 LIBRARY
1001 GOLDFVIEW DRIVE
RICHMOND TX 77469REQ BY: PATTY GONZALES
REQ PHONE #: 342-4455

RESP PERSON: JANE POWELL

WHSE LOC: RX DATE: 03/24/03
DEL DATE: 03/24/03

FUND: 010 AGENCY: 030 ORG/SUB-ORG: G03A

OBJ/SUB-OBJ: 1011

ACTIVITY: 1900 NOTE FLAG:

L I N E I T E M S :

1- RX LINE: 001 COMM CODE: 205 BUYER: 01 DEBBIE KAMINSKI STATUS: AFZ
QUANTITY: 1.00 U/M: EA EST ORIG UNIT COST: 21440 000000 EST TOTAL COST: 21440 00
MFG NUMBER: NAME: TEXT FLAG: Y
DESCRIPTION: RAPIDCIRC III PATRON CHECKOUT UNIT WHICH INCLUDES

TEXT: CONSOLE, COMPUTER TOUCH SCREEN MONITOR, KEYBOARD, MOUSE, SOFTWARE,
INSTALLATION

2- RX LINE: 002 COMM CODE: 205 BUYER: 01 DEBBIE KAMINSKI STATUS: AFZ
QUANTITY: 5.00 U/M: EA EST ORIG UNIT COST: 82.000000 EST TOTAL COST: 410 00
MFG NUMBER: NAME: TEXT FLAG:
DESCRIPTION: DATE DUE TABS 450'

3- RX LINE: 003 COMM CODE: 205 BUYER: 01 DEBBIE KAMINSKI STATUS: AFZ
QUANTITY: 1 00 U/M: EA EST ORIG UNIT COST: 2750.000000 EST TOTAL COST: 2750 00
MFG NUMBER: NAME: TEXT FLAG:
DESCRIPTION: WOOD CABINET WITH BOOK AREA, FURNISHED & ASSEMBLED

4- RX LINE: 004 COMM CODE: 205 BUYER: 01 DEBBIE KAMINSKI STATUS: AFZ
QUANTITY: 1.00 U/M: EA EST ORIG UNIT COST: 1820.000000 EST TOTAL COST: 1820.00
MFG NUMBER: NAME: TEXT FLAG:
DESCRIPTION: 1 YR MAINTENANCE/SERVICE AGREEMENT / PARTS & LABOR

5 Installation
1 ea

300.00

300.00

Need to add for 300.00

From

to 2813412688

at 3/6/03 5:29 PM

002/00

*Document**RX 030 9980*

AS PER ORIGINAL

FT. BEND COUNTY LIBRARIES**Checkpoint RapidCirc III Cost Proposal**(March 6th, 2003)**Equipment:****A. One (1) RapidCirc III patron checkout unit** \$ 21,440.**Includes:**

Console
Computer
Touch Screen Monitor
Keyboard
Mouse
Software
Installation

B. Freight for all items 300**Total** \$ 21,740.**Supplies:**

Date Due Tab Rolls — 5 rolls per case/one case minimum, 450 ft
of material per roll, approx. 5,400 tabs per roll) \$ 82. rl.

Optional Item:

Wood cabinet with book area, furnished and assembled \$ 2,750.

Warranty:

One year all-inclusive parts and labor.

Optional Maintenance/Service Agreement:

One year all-inclusive parts and labor. \$ 1,820.

Note:

The RapidCirc Unit will require a standard 110v. convenience outlet and a phone line

**The Library will be responsible for the Epixtech interface charge.
Pricing does not include any local, state or federal taxes that may apply.**

AS PER ORIGINAL

MIS APPROVAL FORMTO MIS - *Connie**from Cindy*DATE: *3-26*RX# *30-9900 & 30-9901*

DESCRIPTION: _____

5 pages.

FROM MIS -

DATE: *3-28-03*NOTE: *Patrons can
self check out
books*APPROVAL ☒ YES OR ☐ NO*Connie Heinecke*
CONNIE HEINECKE

**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

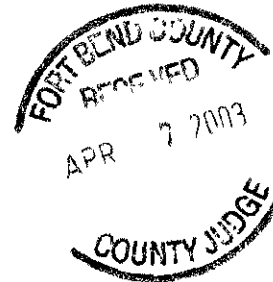
AGENDA ITEM
#30-C**Gilbert D. Jalomo, Jr., CPPB**
County Purchasing Agent(281) 341-8640
Fax (281) 341-8645

TO: Fort Bend County Commissioners Court Members

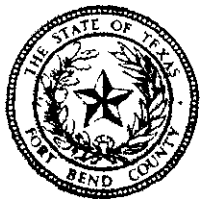
FROM: Debbie Kaminski, CPPB
Assistant County Purchasing Agent

DATE: April 7, 2003

RE: Laser Check System - RFP #03-039



The Purchasing Department received four (4) proposals in response to our solicitation for a laser check system. The proposals received were from AIG Technology, Payformance Corporation, Relyco Sales and Standard Register. After review of all four (4) proposals a short list was generated. The two firms were AIG Technology and Payformance Corporation. On Friday, April 4th Ed Sturdivant and I met with Payformance via phone and received a demonstration of their product via internet. Based on the product meeting all required specifications and pricing, it is our recommendation to award the proposal to Payformance Corporation. If you have any questions please contact me at 281-341-8643.



COUNTY PURCHASING AGENT

Fort Bend County, Texas

30 E

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert D. Jalomo
Purchasing Agent

SUBJECT: Agenda items Commissioners Court April 8, 2003

Additional Item

Regular Agenda Items:

1. Deliberate and consider approving the purchase of computer equipment for various departments throughout the County from Dell Financial Services a State of Texas Qualified Information Systems Vendor. (Funding: MIS 1012)

Darlean is taking
invoices right now
4/2

2

PAGE: 39 EPS PRINTED RXPR REQUISITION WORKSHEET DATE: 03/31/03 TIME: 19:54:30

REQUISITION NUMBER: 03600007421 REQ LINES: 1 EST AMT: 29,664.05 REQ TYPE: LAST PRINT: 03/31/03

HEADER

SUGGESTED VENDOR CODE: 742825828
VENDOR NAME: DELL FINANCIAL SERVICES
ADDRESS: DFS ACCEPTANCE P O BOX 99355 CHICAGO IL 60693
CONTACT LORIE RILEYX 36366
PHONE: 800-955-3355

SHIP TO 36 MANAGEMENT INFORMATION SYSTEMS 500 LIBERTY, STE 212 RICHMOND TX 77469
BILL TO: 36 MANAGEMENT INFORMATION SYSTEMS 301 JACKSON RICHMOND TX 77469

REQ BY: DARLEAN SWALLERS
REQ PHONE #: 361-4570
RESP PERSON: J. C. WHITTEN
WHSE LOC: RX DATE: 03/31/03
DEL DATE: 04/07/03

FUND: 010 AGENCY: 036 ORG/SUB-ORG: 0360 OBJ/SUB-OBJ: 1012 ACTIVITY: 1000 NOTE FLAG:

LINE ITEMS:

1- RX LINE: 001 COMM CODE: 205 BUYER: 02 CINDY MORALES STATUS: AFZ
QUANTITY: 1.00 U/M EA EST ORIG UNIT COST: 29664.050000 EST TOTAL COST: 29664.05
MFG NUMBER: NAME: TEXT FLAG:
DESCRIPTION: BUYOUT OF 90 PC'S ~~whose~~ LEASES EXPIRE JAN-SEPT OF 2003
whose

Fort Bend County Management Information Systems (M.I.S.)

Connie Heinecke
Technical Services Director

Carol Holub
Applications and Systems Director

FAX TRANSMISSION

DATE: 04/02/03

TO: Angela

COMPANY: Purchasing

FAX: ext. 8642

FROM: Darlean

Number of pages including cover sheet: 10

MESSAGES:

Thanks!

DFS ACCEPTANCE
4319 COLLECTIONS CENTER
CHICAGO IL 60693



Invoice Date	03/01/2003
Invoice Number	11805735-556-BO
Account Code	001-1805735-556
Lessor Number	001
Current Charges Due	\$ 5,449.62
Due Date	03/01/2003
Past Due	
Total Due	\$ 5,449.62

Bill to:
FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469-3108

QUESTIONS?? Please call 1-800-955-3355 X35124

Summary of Current Charges

Contract #	PO Number	Transaction Description	Transaction Amount	Tax on Transaction	Transaction Total
001-1805735-556 True Lease		BUYOUT	\$ 5,449.62	\$ -	\$ 5,449.62
Total for			\$ 5,449.62	\$ -	\$ 5,449.62

Invoice Totals*			\$ 5,449.62	\$ -	\$ 5,449.62

BUYOUT

NOTE - DOES NOT INCLUDE PPT REBILL FOR 2003
BUYOUT AFTER ALL RENTAL PAYMENTS ARE RECEIVED

REMITTANCE FORM

To Ensure Proper Credit, Please Return The bottom Portion
With Your Payment Make Checks Payable To DFS Acceptance

REMITTANCE FORM

FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SY
301 JACKSON
RICHMOND TX 77469-3108

DFS ACCEPTANCE
99200 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

Invoice Date	03/01/2003
Invoice Number	11805735-556-BO
Account Code	001-1805735-556
Lessor	001
Current Charges Due	\$5,449.62
Due Date	03/01/2003
Past Due	\$0.00
Total Due	\$5,449.62

DFS ACCEPTANCE
4319 COLLECTIONS CENTER
CHICAGO IL 60693



Invoice Date	03/01/2003
Invoice Number	11805735-557-BO
Account Code	001-1805735-557
Lessor Number	001
Current Charges Due	\$ 6,391.07
Due Date	03/01/2003
Past Due	
Total Due	\$ 6,391.07

Bill to:
FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469-3108

QUESTIONS?? Please call 1-800-955-3355 X35124

Summary of Current Charges					
Contract #	PO Number	Transaction Description	Transaction Amount	Tax on Transaction	Transaction Total
001-1805735-557 True Lease		BUYOUT	\$ 6,391.07	\$ -	\$ 6,391.07
Total for			\$ 6,391.07	\$ -	\$ 6,391.07
Invoice Totals*			\$ 6,391.07	\$ -	\$ 6,391.07

BUYOUT
NOTE - DOES NOT INCLUDE PPT REBILL FOR 2003
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REMITTANCE FORM

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REMITTANCE FORM

Invoice Date	03/01/2003
Invoice Number	11805735-557-BO
Account Code	001-1805735-557
Lessor	001
Current Charges Due	\$6,391.07
Due Date	03/01/2003
Past Due	\$0.00
Total Due	\$6,391.07

FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SY
301 JACKSON
RICHMOND TX 77469-3108

DFS ACCEPTANCE
99200 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

DFS ACCEPTANCE
4319 COLLECTIONS CENTER
CHICAGO IL 60693



Invoice Date	03/01/2003
Invoice Number	11805735-561-BO
Account Code	001-1805735-561
Lessor Number	001
Current Charges Due	\$ 1,165.47
Due Date	03/01/2003
Past Due	
Total Due	\$ 1,165.47

Bill to:
FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469-3108

QUESTIONS?? Please call 1-800-955-3355 X35124

Summary of Current Charges					
Contract #	PO Number	Transaction Description	Transaction Amount	Tax on Transaction	Transaction Total
001-1805735-561		BUYOUT	\$ 1,165.47	\$ -	\$ 1,165.47
True Lease					
Total for			\$ 1,165.47	\$ -	\$ 1,165.47
Invoice Totals*			\$ 1,165.47	\$ -	\$ 1,165.47

BUYOUT
NOTE - DOES NOT INCLUDE FPT REBILL FOR 2003
BUYOUT AFTER ALL RENTAL PAYMENTS ARE RECEIVED

REMITTANCE FORM

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REMITTANCE FORM

FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SY
301 JACKSON
RICHMOND TX 77469-3108

DFS ACCEPTANCE
99200 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

Invoice Date	03/01/2003
Invoice Number	11805735-561-BO
Account Code	001-1805735-561
Lessor	001
Current Charges Due	\$1,165.47
Due Date	03/01/2003
Past Due	\$0.00
Total Due	\$1,165.47



Due Date: 03/10/03

Invoice: EOL1805735-569

Invoice Date: 02/10/2003

Total Due: \$220.16

**To: Fort Bend County, Texas
301 Jackson
Richmond, TX 77469**

Remit to: Dell Financial Services
PO Box 99200
Chicago, IL 60693

Contract Number: 001-1805735-569

[illegible]

Should you have any questions regarding this invoice, please do not hesitate to contact Lori Ann Ruley in End of Lease Operations at 800-955-3355, Ext. 35124.

Thank you for choosing Dell Financial Services.

DFS ACCEPTANCE
4319 COLLECTIONS CENTER
CHICAGO IL 60693



Invoice Date	05/01/2003
Invoice Number	11805735-559-BO
Account Code	001-1805735-559
Lessor Number	001
Current Charges Due	\$ 659.55
Due Date	05/01/2003
Past Due	
Total Due	\$ 659.55

Bill to:
FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469-3108

QUESTIONS?? Please call 1-800-955-3355 X35124

Summary of Current Charges					
Contract #	PO Number	Transaction Description	Transaction Amount	Tax on Transaction	Transaction Total
001-1805735-559		BUYOUT	\$ 659.55	\$ -	\$ 659.55
True Lease					
Total for			\$ 659.55	\$ -	\$ 659.55
Invoice Totals*			\$ 659.55	\$ -	\$ 659.55

BUYOUT
NOTE - DOES NOT INCLUDE PPT REBILL FOR 2003
BUYOUT AFTER ALL RENTAL PAYMENTS ARE RECEIVED

REMITTANCE FORM

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REMITTANCE FORM

Invoice Date	05/01/2003
Invoice Number	11805735-559-BO
Account Code	001-1805735-559
Lessor	001
Current Charges Due	\$659.55
Due Date	05/01/2003
Past Due	\$0.00
Total Due	\$659.55

FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SY
301 JACKSON
RICHMOND TX 77469-3108

DFS ACCEPTANCE
99200 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

DFS ACCEPTANCE
4319 COLLECTIONS CENTER
CHICAGO IL 60693



Invoice Date	05/01/2003
Invoice Number	11805735-562-BO
Account Code	001-1805735-562
Lessor Number	001
Current Charges Due	\$ 4,584.49
Due Date	05/01/2003
Past Due	
Total Due	\$ 4,584.49

Bill to:
FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469-3108

QUESTIONS?? Please call 1-800-955-3355 X35124

Summary of Current Charges					
Contract #	PO Number	Transaction Description	Transaction Amount	Tax on Transaction	Transaction Total
001-1805735-562		BUYOUT	\$ 4,584.49	\$ -	\$ 4,584.49
True Lease					
Total for			\$ 4,584.49	\$ -	\$ 4,584.49
Invoice Totals*			\$ 4,584.49	\$ -	\$ 4,584.49

BUYOUT
NOTE - DOES NOT INCLUDE PPT REBILL FOR 2003
BUYOUT AFTER ALL RENTAL PAYMENTS ARE RECEIVED

REMITTANCE FORM

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REMITTANCE FORM

Invoice Date	05/01/2003
Invoice Number	11805735-562-BO
Account Code	001-1805735-562
Lessor	001
Current Charges Due	\$4,584.49
Due Date	05/01/2003
Past Due	\$0.00
Total Due	\$4,584.49

FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SY
301 JACKSON
RICHMOND TX 77469-3108

DFS ACCEPTANCE
99200 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

DFS ACCEPTANCE
4319 COLLECTIONS CENTER
CHICAGO IL 60693



Invoice Date	06/01/2003
Invoice Number	11805735-563-BO
Account Code	001-1805735-563
Lessor Number	001
Current Charges Due	\$ 1,605.28
Due Date	06/01/2003
Past Due	
Total Due	\$ 1,605.28

Bill to:
FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469-3108

QUESTIONS?? Please call 1-800-955-3355 X35124

Summary of Current Charges					
Contract #	PO Number	Transaction Description	Transaction Amount	Tax on Transaction	Transaction Total
001-1805735-563		BUYOUT	\$ 1,605.28	\$ -	\$ 1,605.28
True Lease					
Total for			\$ 1,605.28	\$ -	\$ 1,605.28
Invoice Totals*			\$ 1,605.28	\$ -	\$ 1,605.28

BUYOUT
NOTE - DOES NOT INCLUDE PPT REBILL FOR 2003
BUYOUT AFTER ALL RENTAL PAYMENTS ARE RECEIVED

REMITTANCE FORM

To Ensure Proper Credit, Please Return The bottom Portion
With Your Payment. Make Checks Payable To DFS Acceptance

REMITTANCE FORM

Invoice Date	06/01/2003
Invoice Number	11805735-563-BO
Account Code	001-1805735-563
Lessor	001
Current Charges Due	\$1,605.28
Due Date	06/01/2003
Past Due	\$0.00
Total Due	\$1,605.28

FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SY
301 JACKSON
RICHMOND TX 77469-3108

DFS ACCEPTANCE
99200 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

DFS ACCEPTANCE
4319 COLLECTIONS CENTER
CHICAGO IL 60693



Invoice Date	07/01/2003
Invoice Number	11805735-564-BO
Account Code	001-1805735-564
Lessor Number	001
Current Charges Due	\$ 6,592.45
Due Date	07/01/2003
Past Due	
Total Due	\$ 6,592.45

Bill to:
FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469-3108

QUESTIONS? Please call 1-800-955-3355 X35124

Summary of Current Charges					
Contract #	PO Number	Transaction Description	Transaction Amount	Tax on Transaction	Transaction Total
001-1805735-564		BUYOUT	\$ 6,592.45	\$ -	\$ 6,592.45
True Lease					
Total for			\$ 6,592.45	\$ -	\$ 6,592.45
Invoice Totals*			\$ 6,592.45	\$ -	\$ 6,592.45

BUYOUT

NOTE - DOES NOT INCLUDE PPT REBILL FOR 2003
BUYOUT AFTER ALL RENTAL PAYMENTS ARE RECEIVED

REMITTANCE FORM

To Ensure Proper Credit, Please Return The bottom Portion
With Your Payment. Make Checks Payable To: DFS Acceptance

REMITTANCE FORM

Invoice Date	07/01/2003
Invoice Number	11805735-564-BO
Account Code	001-1805735-564
Lessor	001
Current Charges Due	\$6,592.45
Due Date	07/01/2003
Past Due	\$0.00
Total Due	\$6,592.45

FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SY
301 JACKSON
RICHMOND TX 77469-3108

DFS ACCEPTANCE
99200 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

DFS ACCEPTANCE
4319 COLLECTIONS CENTER
CHICAGO IL 60693



Invoice Date	08/01/2003
Invoice Number	11805735-565-BO
Account Code	001-1805735-565
Lessor Number	001
Current Charges Due	\$ 2,995.96
Due Date	08/01/2003
Past Due	
Total Due	\$ 2,995.96

Bill to:
FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469-3108

QUESTIONS?? Please call 1-800-955 3355 X35124

Summary of Current Charges					
Contract #	PO Number	Transaction Description	Transaction Amount	Tax on Transaction	Transaction Total
001-1805735-565		BUYOUT	\$ 2,995.96	\$ -	\$ 2,995.96
True Lease					
Total for			\$ 2,995.96		\$ 2,995.96
Invoice Totals*			\$ 2,995.96	\$ -	\$ 2,995.96

BUYOUT
NOTE - DOES NOT INCLUDE PPT REBILL FOR 2003
BUYOUT AFTER ALL RENTAL PAYMENTS ARE RECEIVED

REMITTANCE FORM

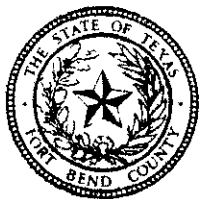
To Ensure Proper Credit, Please Return The bottom Portion
With Your Payment, Make Checks Payable To DFS Acceptance

REMITTANCE FORM

Invoice Date	08/01/2003
Invoice Number	11805735-565-BO
Account Code	001-1805735-565
Lessor	001
Current Charges Due	\$2,995.96
Due Date	08/01/2003
Past Due	\$0.00
Total Due	\$2,995.96

FORT BEND COUNTY, TEXAS
ATTN: MANAGEMENT INFORMATION SY
301 JACKSON
RICHMOND TX 77469-3108

DFS ACCEPTANCE
99200 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693



COUNTY PURCHASING AGENT

Fort Bend County, Texas

30F

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert D. Jalomo
Purchasing Agent

SUBJECT: Agenda items Commissioners Court April 8, 2003

Additional Item

Regular Agenda Items:

1. Deliberate and consider authorizing the purchase of one (1) police package automobile for Constable Pct #2

Order for 2003 Police Package Automobiles - Bid #03-001

1 ea. - Constable Pct 2	Base unit:	\$19,900.00	
	Option 1:	151.00	
	Option 2:	545.00	
	Option 3:	<u>58.00</u>	Ford Crown Victorias
	Total	\$20,654.00	Helfman Ford

Funding: \$5953.25 - Property/Casualty 010-068-0403-7100
Balance - Constable Pct 2

Tabulation
Purchase of New Full-Size Police Package Automobiles
Bid #03-001

Ford Crown Victoria

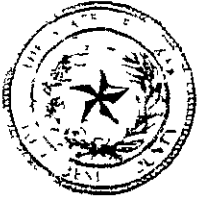
Company	Base Price	Option #1 Spotlight	Option #2 6 way power seat	Option #3 Cloth bucket; rear vinyl	Option #4 Cloth split bench; rear cloth	Option #5 Eliminate carpet & mats	Option #6 Eliminate ABS brakes
Columbus Autoplex Columbus	20,916.27	+151.00	+321.00	+65.00	+90.00	+89.00	+85.00
Helfman Ford Stafford	19,900.00	+151.00	+545.00	+58.00	+138.00	-85.00	N/A

Chevrolet Impala

Company	Base Price	Option #1 Spotlight	Option #2 6 way power seat	Option #3 Cloth bucket; rear vinyl	Option #4 Cloth split bench; rear cloth	Option #5 Vinyl bucket; rear vinyl	Option #6 Eliminate carpet & mats	Option #7 Carpeted Floor mats
Lawrence Marshall Hempstead	16,589.00	+172.00	N/C	N/C	N/C	N/C	+65.00	N/C

Dodge Intrepid

Company	Base Price	Option #1 Spotlight	Option #2 8 way power seat	Option #3 Cloth split bench; rear cloth	Option #4 Eliminate carpet & mats	Option #5 Carpeted Floor mats
Goodson Dodge Houston	19,238.00	+325.00	+350.00	+200.00	+80.00	+80.00
Lawrence Marshall Hemstead	16,648.00	+184.00	+350.00	N/C	+69.00	N/C
Red McCombs San Antonio	18,433.00	+179.00	+340.00	N/C	+67.00	+30.00



RISK MANAGEMENT / SAFETY DEPARTMENT

Fort Bend County, Texas

March 3, 2003

Fort Bend County Constable # 2
303 Texas Parkway # 124
Missouri City, Texas 77459

Attn: Constable Ruben Davis

Re. Property Casualty Claim – Auto Physical Damage
Rodney Pentecost – Unit CD2-38
Date of Accident – February 22, 2003

Dear Constable Davis:

We have received an appraisal for the damage to Unit CD2-38 that was totaled on Feb.22, 2003. The appraised value of the vehicle is \$ 6,788.00. After the final subtraction of expenses against this claim (appraisal fee of \$84.75 and the salvage value of \$750.00) the balance that will be available for use will be \$ 5,953.25. Whenever the time comes for purchasing a new vehicle – this amount will be eligible for your purchase order. This amount will come from General Fund Property/Casualty #010 068 0403 7100 and we will need to be notified in advance of your purchase.

If you have any questions, please feel free to contact me at (281) 341-8630.

Sincerely,

Sandy Kucera
Risk Management Department
Fort Bend County

Cc: Mr. Gilbert Jalomo – Purchasing Agent
Mr. Ed Sturdivant - County Auditor

I:\Risk Mgmt\auto\correspondence\Con2pentecostcd2-38.doc

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

31

On this the 8 day of APRIL, 2003, the Commissioners' Court, with the following members being present

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

**AGENDA ITEM
#31**

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 24, 2002, the Court heard and approved the budget for the year 2003 for Fort Bend County, and

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

The following transfers to said budget are hereby authorized

Department Name FBC CONSTABLE PCT. 2 Department # 024

TRANSFER TO

LINE-ITEM NAME	NUMBER	AMOUNT
<u>AUTOMOBILES</u>	<u>6025</u>	<u>\$16,547 00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
TOTAL TRANSFERRED TO \$		<u>\$16,547 00</u>

TRANSFER FROM:

<u>CONTINGENCY</u>	<u>4040</u>	<u>\$16,547 00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
TOTAL TRANSFERRED FROM \$		<u>\$16,547 00</u>

EXPLANATION The requested funds are to replace county vehicle CD2-38 that was
destroyed in a major car accident on February 22, 2003

Department Head Ruben D. Davis Date 04-03-2003

THE COUNTY OF FORT BEND

USE WHOLE DOLLARS ONLY

BY

Robert E. Hebert
Robert E. Hebert, County Judge

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

DATE SUBMITTED: April 2, 2003

SUBMITTED BY: Milton Wright

AGENDA

DEPARTMENT: Sheriff

32

COURT AGENDA DATE: April 8, 2003

PHONE NO.: 281-341-4700

SUMMARY OF ITEM:

Consider approval to increase Sheriff Fee from \$4.00 to \$6.00 for copies of accident reports as authorized by #550.065, Transportation Code.

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

LIST SUPPORTING DOCUMENTS ATTACHED: Copy of Transportation Code #550.065

FINANCIAL SUMMARY:

BUDGETED ITEM:

ANNUALIZED DOLLARS:

COMMENTS:

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

One Time ()

Funding Source:

Recurring ()

Fund Agency Object

N/A (X)

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

(X) Auditor

(281-341-3774)

(X) Comm. Pct. 1

(281-342-0587)

(X) Budget Officer

(281-344-3954)

(X) Comm. Pct. 2

(281-403-8009)

(X) County Attorney

(281-341-4557)

(X) Comm. Pct. 3

(281-242-9060)

(X) Purchasing Agent

(281-341-8642)

(X) Comm. Pct. 4

(281-980-9077)

(X) County Clerk

(281-341-8697)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

(2) I witness of an accident to make a report in the department.

Amended effective Sept. 1, 2001.

Effect of 2001 amendments (HM 2230, 42): "\$500" is
reduced to "\$1,000" in section (a).

section 5 of HB 1200, Acts of the 77th Leg., Reg. Session, 1, provides: "(A) This Act takes effect September 1, 2001.

(b) The changes in law made by this Act to Sections 550.041, 550.051, 550.052, and 601.004, Transportation Code, apply *only* to motor vehicle accidents that occur on or after the effective date of this Act. A motor vehicle accident that occurred before the effective date of this Act is covered by the law in effect on the date the accident occurred, and the former law is continued in effect for that purpose."

0.062. Officer's Accident Report

3) A law enforcement officer who in the regular course of duty investigates a motor vehicle accident make a written report of the accident if the accident resulted in injury to or the death of a person or damage to the property of any one person to the extent of \$1,000 or more.

The report required by Subsection (a) must be
with the department not later than the 10th day
the date of the accident.

This section applies without regard to whether your investigator investigates the accident at the location of the accident and immediately after the accident or conducts an investigation of the accident at a later date. It applies to all accidents involving a motor vehicle, regardless of whether the accident occurred on a public or private road or highway. It applies to all accidents involving a motor vehicle, regardless of whether the accident occurred on a public or private road or highway. It applies to all accidents involving a motor vehicle, regardless of whether the accident occurred on a public or private road or highway.

ended effective Sept. 1, 2001.

of 280-l amendments (HB 1230, §4) - "\$500" in section (a)

15 of H.R. 2234, Acts of the 77th Cong., 2d Sess., 1961. (1) This Act takes effect September 1, 2001.

changes in law made by this Act to Sections 550 D(4), 550 D(6), and 601 D(4), Transportation Code, apply only to accidents that occur on or after the effective date of this Act. A motor vehicle accident that occurred before the date of this Act is covered by the law in effect on the date the accident occurred, and the former law is continued in effect for purposes of this Act.

3. Report on Appropriate Form

... who is required to file a written accident report on the appropriate form approved by the Department and shall disclose all information

2001-02 Texas Criminal Codes & Rules

required by the form unless the information is not available.

5550.064. Accident Report Forms
(1) The Accident

(a) The department shall prepare and when requested supply to police departments, coroners, sheriffs, garages, and other suitable agencies or individuals the accident report forms appropriate for the persons required to make a report and appropriate for the purposes to be served by those reports.

(b) An accident report form prepared by the department must:

(1) require sufficiently detailed information to disclose the cause and conditions of and the persons and vehicles involved in an accident if the form is the report to be made by a person involved in or investigating the accident;

(2) include a way to designate and identify a police officer, firefighter, or emergency medical services employee who during an emergency is involved in an accident while driving a law enforcement vehicle, fire department vehicle, or emergency medical services vehicle while performing the person's duties;

(3) require a statement by a person described in subdivision (2) as to the nature of the emergency;

(4) include a way to designate whether an individual involved in an accident wants to be contacted by a person seeking to obtain employment at a seasonal described by Section 38.03(12). *Penal*

ended Affettive Sept. 1, 1967

065. Release of Certain Information Relating to Accidents

Section 601.004. This section applies only to information that is received by the department or another governmental entity and relates to a motor vehicle accident that occurred under this chapter or Section 601.004.

except as provided by Subsection (c), the information is privileged and for the confidential use

the department; and

(2) an agency of the United States, this state, or a local government of this state that has use for the information for accident prevention purposes.

(c) On written request and payment of any required fee, the department or the governmental entity shall release the information to:

(b) an entity described by Subsection (b):

(2) the law enforcement agency that employs the peace officer who investigated the accident and sent the information to the department;

(3) the court in which a case involving a person involved in the accident is pending if the report is subpoenaed; or

(4) a person who provides the department or governmental entity with two or more of the following:

(A) the date of the accident;

(B) the specific address or the highway or street where the accident occurred; or

(C) the name of any person involved in the accident.

Acc
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§550.067. Munic Require Acciden

(2) A municipality operator of a vehicle with a designated m.

(1) a report o
results in injury to c
apparent total propert

(2) a copy of _____
to be filed with the _____

(b) A report filed
confidential use of
subject to the provis

(c) A municipal
person in charge of

AS PER ORIGINAL

2001-02 Texas CTR

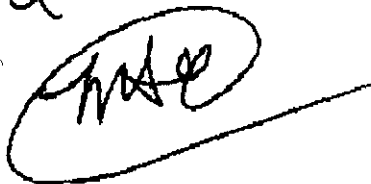
AS PER ORIGINAL

April 1, 2003

Please forward the following item to placed on Commissioner's Court Agenda:

Sheriff's Office - Records Division

consider approval to increase sheriff fee from \$4.00 to \$8.00 for copies of
accident reports as authorized by § 550.065, Transportation Code

OK


IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY
FOR THE FISCAL YEAR 2003

On this the 8th day of April, 2003 at a regular session of
Commissioners' Court with the following present:

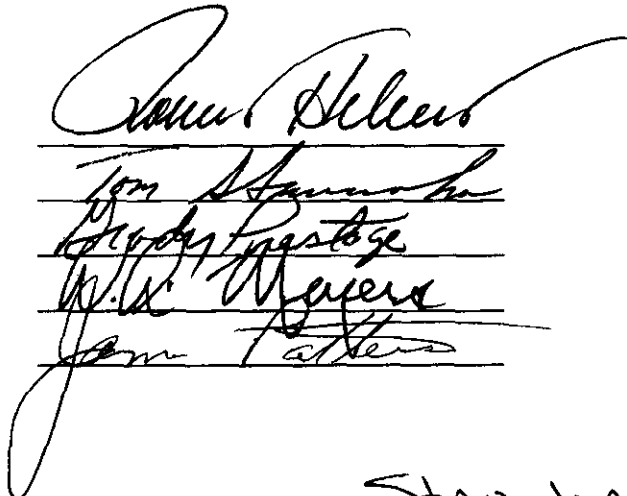
County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

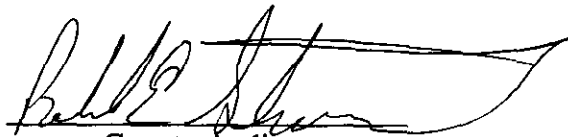
Commissioner, Precinct 3

Commissioner, Precinct 4



Now, therefore, be it resolved upon the motions of Commissioner STANINOH A
and seconded by Commissioner Prestage, duly put and carried, it is ordered
that the bills be approved in the amount up to \$ 1,931,762.75 as presented by
Robert Ed Sturdivant, County Auditor.

*****APPROVED*****


County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

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

DATE SUBMITTED: 4/2/03

SUBMITTED BY: Delynn Davis

AGENDA

COURT AGENDA DATE: 4/8/03

DEPARTMENT Commissioner #3

#

34

PHONE NO.:

SUMMARY OF ITEM: Hold Workshop on Mobility Program. Discuss and consider taking action on expanding the County's Mobility Program

RENEWAL CONTRACT/AGREEMENT:

Yes () No (X)

LIST SUPPORTING DOCUMENTS ATTACHED:

APR 2 2003

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

MEMO

TO: Commissioners Court Agenda

FROM: Andy Meyers

DATE: 04/01/03

SUBJECT: Mobility Program / Bond Proposition

The County is going to have to address additional mobility projects and I suggest we follow basically the same procedure as we did on our overwhelmingly successful Mobility Propositions in 2000

I propose Commissioners Court approve:

1. Creating a "Mobility Committee" to include representatives from the various cities, major subdivisions and community leaders to:
 - a. Review and evaluate the major road and bridge projects in Fort Bend County;
 - b. Determine the most critical road and bridge projects;
 - c. Estimate the total cost of the road and bridge projects, including preliminary engineering, right-of-way acquisition, environmental assessments, design engineering and construction costs;
 - d. Estimate the amount the County would have to contribute and the amounts others, including the cities, TxDOT and private interests could possibly contribute to each of the projects;
 - e. Prioritize the various road and bridge projects; and
 - f. Bring a recommendation to Commissioners Court as to whether or not the Court should call for a Mobility Bond Proposition to be placed on the ballot for voters to approve, probably in the November 2004 General Election
2. Appoint either Judge Hebert or Commissioner Patterson, who is the County's representative on the HGAC Transportation Policy Council, as Chair of the Committee, with Jesse Hegemier as advisor to the Committee.
3. Each Court Member should appoint two members to the Mobility Committee.
4. Charge the Committee with the responsibility of recommending possible funding sources, including but not limited to:
 - a. County bond issue,
 - b. joint venture with TxDOT - possibly with the County providing a larger percentage of project costs in an effort to leverage more funding more quickly from TxDOT, and
 - c. joint venture with cities and private interests
5. Once a recommendation is made by the Mobility Committee to Commissioners Court we should expand the "Mobility Committee" to a "Citizens Mobility Committee" in

order to fund the promotion in addition to work for passage of the mobility bond referendum

6. I suggest we appoint a Chair of the Citizens Mobility Committee who is a community leader, who is retired, and is associated with an institution of higher education, or other public interest organization.
7. The County cannot spend County funds promoting passage of Bond Proposals. However, since the Fort Bend, Katy and Rose/Rich Chambers of Commerce and the BDC are in position to raise promotional funds for the bond referendum from private interests, the County should request that they join the "Citizens Mobility Committee"

TxDOT does not have sufficient funds to fund all essential mobility projects. Therefore, we need a way to leverage more funding from TxDOT through a joint venture with the cities and private interests. The joint venture should fund the design engineering and construction costs as well as the preliminary engineering, right-of-way acquisition and environmental assessment. It is not going to do us much good to merely have a preliminary engineering design and an identified right-of-way on which our residents are unable to drive.

I believe we need to look to the HGAC Transportation Division, TxDOT, various engineering firms and city infrastructure directors to assist in this effort. Accordingly, we should lend our efforts to the HGAC in attempting to shape federal legislation on the reauthorization of TEA 21. These efforts are to ensure a higher percentage of the transportation taxes from Texas taxpayers come back to Texas. Concurrently, we need a suballocation provision that provides for a greater percentage of the funds Houston area taxpayers send to Austin, as well as Washington, come back to the Houston Region. We need to pass Resolutions and forward them to both the HGAC and Congressman DeLay's office in support of these efforts.

The formation of another Mobility Committee may seem premature. I perceive it to be a very timely action in an effort to allow the Committees sufficient time to do a thorough job. The effort will be complex and time-consuming. It is probable that the next Mobility Propositions will be much larger than the last ones. Consequently, the Court will have to make some difficult decisions on restraining or even reducing budgets in other areas of county government in order to avoid tax increases. However, if handled correctly, I believe another Mobility Bond Proposition will pass overwhelmingly. The County will then be on a solid path to substantially improving its mobility and thereby improving the safety and quality of life of our residents.

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract approved in Commissioners Court on 4/8/03. Thank you.

DATE: April 17, 2003

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

Court 4-8-03
#30 D
(Reviewed + approved by
County Attorney)

4-24-03 Original Contract sent to Debbie @ Purchasing.

Auction Contract

This Professional Services Contract is entered into this 8th day of April, 2003 (hereinafter referred to as "Contract") between Ernie Croucher Auctioneers, (hereinafter referred as "Auctioneer") and County of Fort Bend, Texas, a municipal corporation of the State of Texas (hereinafter referred to as "County"), acting by and through its Purchasing Director or his designee.

Whereas, County desires the professional auctioneering services for disposal of surplus items by the Auction method; and

Whereas, Auctioneer is qualified and capable of performing the professional auctioneering service proposed herein and is willing to enter into this Contract with County to perform said service, Now Therefore,

In consideration of the covenants and agreement hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

THIS CONTRACT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The Contract serves as a professional services auction Contract and agreement between The County Of Fort Bend, Texas and Ernie Croucher Auctioneers, for an initial period of three (3) years, and shall thereafter automatically renew from year to year unless terminated in accordance with its provisions
2. County agrees to pay Auctioneer for service rendered by Auctioneer a Commission of 7% of the gross receipts from all sales during the period of this contract Commission shall be paid within thirty days of completion of the sale
3. County will reimburse Auctioneer for advertising expense at a value of 1 2 times the amount expended
4. Auctioneer agrees to prepare all advertising material necessary to advertise and promote attendance of buyers Advertising shall include but not be limited to the following Place ads in The Houston Chronicle, Herald Coaster, S W Star Prepare a two-color brochure and distribute a minimum of 2000 Brochures will be mailed first class and scheduled so they are delivered at least fourteen days prior to the auctioneer but not later then ten days Deliver to the seller 100 brochures to distribute as they see fit Post sale on TAA NAA, and Chronicle web sites Auction will also be posted on auctioneers web site, www.ernieauction.com Auctioneer will extend personal invitations to people known to the auctioneer to be buyers for items being offered for sale
5. Auctioneer shall furnish a complete auction staff for each auction sale The auction staff shall include, but not be limited to, personnel to serve as spotters, receipt writers, registration clerks, and payment receipt clerks

- 6 Auctioneer will organize all items to be sold in an orderly manner and assign each item a lot number.
- 7 Auctioneer will be responsible for settling any disputes, which may arise among the buyers, or between a buyer, and the County, which pertain to a lot or lots purchased.
8. Auctioneer will provide a Final Auction Sales Report immediately following the auction. The Final Auction Report must include a registration list, in bidder's number sequence, including the name, address and telephone number of the bidder. The Final Auction Report will include itemized listing of everything sold, and will indicate the price received and the bidder number of the buyer.
- 9 Auctioneer agrees to remit gross proceeds from the auction to the owner upon completion of auction.
10. Auctioneer agrees to conduct a public auction for the owner, Without minimum or reserve, at the time and place hereinafter stated. It is further understood that there shall be no "bid ins" or "Buy backs" at said auction.
11. County warrants that this sale is being held for the purpose of disposal of surplus property no longer deemed serviceable by the owner and hereby authorizes and commissions the Auctioneer to so advertise and publicize the above-mentioned auction.
12. County hereby agrees to sell the property to the highest bidder and to deliver titles of said property free of all liens and encumbrances.
13. County agrees that after execution of this contract that he will not sell or cause to be sold any of the property described in this agreement, save except through the Auctioneer and agrees that he may be restrained from selling such property after the execution of this contract except through the Auctioneer. The Auctioneer has entered into this Agreement relying upon such representation and I consideration thereof, the owner shall indemnify and save the Auctioneer harmless against any and all claims by any person, firm or corporation claiming to be a creditor of owner.
- 14 County agrees to supply at his expense such personnel as necessary to arrange, prepare and make ready properties prior to auction date and assist Auctioneer before and on day of sale.
15. County promises and agrees that said property will be delivered to sale site prior to sale date, and in the event of a failure of owner to deliver said property, or if owner shall breach this contract, said owner agrees to pay advertising costs provided above.
16. Auctioneer shall provide appraisal service to the County on a year round basis on items the County deems surplus. Auctioneer will advise the County the best way to dispose of miscellaneous surplus. Auctioneer will recommend whether item should be sold seal bid or sold on Auctioneers web site.
- 17 Auctioneer will serve the County so as to return the highest price possible for all County surplus property
18. County will negotiate auction date and agreed to by the Auctioneer
19. Either party to this Contract may terminate it by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the end of the then

RECORDED ON 4/24/03
IN THE COMMISSIONER COURT
MINUTES OF 4/8/03.

current term. Alternatively, this Contract may be terminated in accordance with any other provision of the Contract.

IN WITNESS WHERE OF, the parties hereto have executed this Contract as of the day and year first written above

Ernie Croucher Auctioneers #7561
2122 Country Mile Lane
Richmond, Texas 77469
281-341-9169



Ernie Croucher, Auctioneer

Fort Bend County
309 South Fourth Street
Richmond, Texas 77469
281-341-8640



Robert Hebert, County Judge

ATTEST:



Dianne Wilson, County Clerk