

**NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, MAY 12, 1998
1:00 O'CLOCK P.M.**

AGENDA

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Lutts.
3. Approve minutes of meeting of May 5, 1998.
4. Announcements and Public Comments.
5. Approve line item transfers in budgets and funds.
6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials.
7. FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION:
Discuss and consider approving payment of bills in the amount of \$22,208.03.
8. Discuss and consider adopting a Resolution Appointing Director for Fort Bend Levee Improvement District No. 2.
9. BUDGET OFFICE: Discuss and consider adopting a Fort Bend County Budget Policy.
10. COMMISSIONER PCT. 4:
(1) Set Public Hearing for traffic control devices for New Territory Parcel SP-2 (Sterling Chase), Pct. 4.
(2) Set Public Hearing for traffic control devices for New Territory Parcel SF-34 (Crescent Ridge), Pct. 4.
(3) Set Public Hearing for traffic control devices for New Territory Parcel SF-19B (Lakewind), Pct. 4.
(4) Set Public Hearing for traffic control devices for New Territory Parcel SF-32 (Laurel Crest), Pct. 4.
(5) Set Public Hearing for traffic control devices for New Territory Parcel MF-2 (Stone Creek), Pct. 4.
11. CONSTABLE PRECINCT 2:
(1) Discuss and consider approving Second Amended Lease Agreement between Willowridge Commons LLC and Fort Bend County Constable Two.
(2) Discuss and consider approving Reserve Deputy Ronnie Daniels with bond and oath.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained 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.

CONSENT AGENDA - ITEMS 12-16:

12. **ANIMAL CONTROL:** Consider and approve payment to Bass Construction in the amount of \$54,882.90 for construction of Animal Control Facility per Bid #97-072.
13. **ENGINEERING:**
 - (1) Consider approving application from Southwestern Bell Telephone to bury cable under Berkshire Ridge Drive, Arundel Crossing Drive, Country Brook Court, and under and along E. River Park Drive, Pct. 1.
 - (2) Consider approving application from Slab-Cor Construction to construct temporary commercial driveway tie-in onto Fry Road, Pct. 3.
14. **RISK MANAGEMENT/INSURANCE:** Consider authorizing payments for damages to County Vehicles and non-County Vehicles. (Fund: 010 068 0680 0550)
15. **SHERIFF'S DEPARTMENT:** Consider and approve renewing Interlocal Agreement between Fort Bend County and Village of Fairchilds for use of County's Public Safety Radio System.
16. **TAX ASSESSOR/COLLECTOR:** Consider and approve the following over \$500.00 refund:

Charter One Mtg. Corp.	\$669.55
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17. **PURCHASING:**
 - (1) Authorize advertising for bids for 10 day delivery police package automobiles.
 - (2) Consider taking action on the following:
 - a. Hydraulic excavator - Bid #98-041.
 - b. Playground equipment - Bid #98-044.
 - (3) Consider granting an exemption to the competitive bid requirements as authorized by 262.024 Texas Local Government Code for the purchase of an item available from only one source from MCM Data Resources for computer conversion programs.
18. Approve bills.
19. **Meet in Closed Session** to discuss the following matters:
 - (1) **Land Matters:** Pct. 1.
 - (2) **Personnel Matters:** Department Heads as authorized by TX Gov. Code, Sec. 551/072/074; and consider taking action in Open Session.
20. *Addendum*
- 20.71 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 during the week until the discussion is completed on all items.

FILED FOR RECORD
TIME 12:58 AM.

MAY - 6 1998

Bene Thibon
County Clerk Fort Bend Co. Texas

Mike D. Rozell
Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Wednesday, May 6, 1998 by *Mandi Brownell*.

**ADDENDUM TO AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, MAY 12, 1998
1:00 O'CLOCK P.M.**

The following items should be added to the agenda of Fort Bend County Commissioners Court for Tuesday, May 12, 1998:

- (1) PURCHASING: Discuss and consider authorizing fee structure change to HAS contract.
- (2) COMMISSIONER PCT. 2: Consider approval of contract for appraisal services for right-of-way at FM 2234.

FILED FOR RECORD

TIME 10:17 (A.M.)

MAY - 8 1998

Bernice Wilson
County Clerk Fort Bend Co. Texas

Michael D. Rozell
Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Friday, May 8, 1998 by Mandi Bronsell.

NOTICE

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MINUTES

BE IT REMEMBERED, That on this 12TH DAY of MAY, 1998 Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present:

MICHAEL D. ROZELL	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
BOB LUTTS	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 Rozell at 1:07 p.m.
- 2. **Invocation and Pledge of Allegiance by Commissioner Lutts.**
Invocation and Pledge of Allegiance by Commissioner Lutts.
- 3. **Approve minutes of meeting of May 5, 1998.**

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve minutes of meeting of May 5, 1998 as presented by Dianne Wilson, County Clerk.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

- 4. **Announcements and Public Comments.**

Fort Bend County Library Board meeting tonight at 6:00 p.m. at The Bob Lutts Fulshear/Simonton Library

Toni Nelson, Alan Sanderson, Pam Poole, Charles Marietta, Manuel Zamora, Lori Gobillot and others representing the Fort Bend County Housing Finance Corporation announced \$18,000,000 mortgage bond issuance for first time home buyers in Fort Bend County. Commissioner Prestage was also recognized for his efforts in achieving this milestone.

County Holiday on Monday, May 25 recognizing Memorial Day.

5. Approve line item transfers in budgets and funds.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve line item transfers in budgets and funds for TAX OFFICE from general fund , CONSTABLE PCT. 2 from Contingency and BAIL BOND BOARD as presented by Jim Edwards, Budget Officer.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

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

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve out-of-state travel request for DISTRICT ATTORNEY STAFF.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

**7. FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION:
Discuss and consider approving payment of bills in the amount of \$22,208.03.**

Moved by Commissioner Prestage, Seconded by Commissioner Lutts, duly put and carried (3-0-1), it is ordered to approve payment of bills in the amount of \$22,208.03 for Fort Bend Flood Control Water Supply Corporation.

Judge Rozell	- not voting
Commissioner O'Shieles	- abstaining
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

8. Discuss and consider adopting a Resolution Appointing Director for Fort Bend Levee Improvement District No. 2.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve Order and appoint Glen R. Gill of Sugar Land, Director for Fort Bend Levee Improvement District No. 2.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

9. BUDGET OFFICE: Discuss and consider adopting a Fort Bend County Budget Policy.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to adopt Fort Bend County Budget Policy as presented by Jim Edwards, Budget Officer.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

10. COMMISSIONER PCT. 4:

- (1) Set Public Hearing for traffic control devices for New Territory Parcel SP-2 (Sterling Chase), Pct. 4.**
- (2) Set Public Hearing for traffic control devices for New Territory Parcel SF-34 (Crescent Ridge), Pct. 4.**
- (3) Set Public Hearing for traffic control devices for New Territory Parcel SF- 19B (Lakewind), Pct. 4.**
- (4) Set Public Hearing for traffic control devices for New Territory Parcel SF-32 (Laurel Crest), Pct. 4.**
- (5) Set Public Hearing for traffic control devices for New Territory Parcel MF-2 (Stone Creek), Pct. 4.**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to set public hearings on June 9, 1998 at 1:30 p.m. for items 10(1) through 10(5).

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

11. CONSTABLE PRECINCT 2:

- (1) Discuss and consider approving Second Amended Lease Agreement between Willowridge Commons LLC and Fort Bend County Constable Two.**
- (2) Discuss and consider approving Reserve Deputy Ronnie Daniels with bond and oath.**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve items 11(1) and 11(2) for Constable Pct. 2.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

CONSENT AGENDA - ITEMS 12-16:

- 12. ANIMAL CONTROL: Consider and approve payment to Bass Construction in the amount of \$54,882.90 for construction of Animal Control Facility per Bid #97-072.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve payment to Bass Construction in the amount of \$54,882.90 for construction of Animal Control Facility per Bid #97-072.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

- 13. ENGINEERING:**

(1)Consider approving application from Southwestern Bell Telephone to bury cable under Berkshire Ridge Drive, Arundel Crossing Drive, Country Brook Court, and under and along E. River Park Drive, Pct.1.

(2)Consider approving application from Slab-Cor Construction to construct temporary commercial driveway tie-in onto Fry Road, Pct. 3.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve items 13(1) and 13(2) for Engineering.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

- 14. RISK MANAGEMENT/INSURANCE: Consider authorizing payments for damages to County Vehicles and non-County Vehicles. (Fund: 010 068 0680 0550)**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to authorize payments for damages to County Vehicles and non-County Vehicles.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

- 15. SHERIFF'S DEPARTMENT: Consider and approve renewing Interlocal Agreement between Fort Bend County and Village of Fairchilds for use of County's Public Safety Radio System.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve renewing Interlocal Agreement between Fort Bend County and Village of Fairchilds for use of County's Public Safety Radio System for Sheriff Department.

Judge Rozell	- not voting	Commissioner Meyers	- yes
Commissioner O'Shieles	- yes	Commissioner Lutts	- yes
Commissioner Prestage	- yes		

16. TAX ASSESSOR/COLLECTOR: Consider and approve the following over \$500.00 refund:

Charter One Mtg. Corp. \$669.55

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve tax refund in the amount of \$669.55 for Charter One Mtg. Corp.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

17. PURCHASING:

(1)Authorize advertising for bids for 10 day delivery police package automobiles.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to authorize advertising for bids for 10 day delivery police package automobiles as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

(2)Consider taking action on the following:

a. Hydraulic excavator - Bid #98-041.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to award bid #98-041 to Udelson Equipment in the amount of \$140,776 for hydraulic excavator for Drainage District as presented by Gilbert Jalomo, Purchasing Agent.

Bid price:	\$159,790.00
Optional vandalism guards-cab:	+986.00
Trade-in 1988 excavator:	<u>-20,000.00</u>
Total	\$140,776.00

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

b. Playground equipment - Bid #98-044.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to award bid #98-044 to All American Playworld in the amount of \$19,420 for Parks Department for Barbara Jordan Youth Center as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	- not voting	Commissioner Meyers	- yes
Commissioner O'Shieles	- yes	Commissioner Lutts	- yes
Commissioner Prestage	- yes		

item #17 continued - Purchasing:

(3) Consider granting an exemption to the competitive bid requirements as authorized by 262.024 Texas Local Government Code for the purchase of an item available from only one source from MCM Data Resources for computer conversion programs.

Pass.

Addendum.

(1) Purchasing: Discuss and consider authorizing fee structure change to HAS contract.

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize fee structure change to HAS contract as follows:

\$3.05 dental per employee
\$15.35 medical per employee

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

(2) Commissioner Pct. 2: Consider approval of contract for appraisal services for right-of-way at FM 2234.

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve contract with Stewart Appraisal Services for right-of-way at FM 2234; authorize County Engineer to negotiate the contract price; and authorize County Judge to sign. Funds from County Engineer Fees & Services.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

18. Approve bills.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve bills as presented by Robert Grayless, County Auditor.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

Recess:

Recessed at 1:29 p.m.

MAY 12, 1998

Reconvene:

Reconvened at 1:56 p.m.

Closed Session:

Convened at 1:33 p.m.

Adjourned at 1:53 p.m.

19. Meet in Closed Session to discuss the following matters:

(1)Land Matters: Pct. 1.

(2)Personnel Matters: Department Heads

as authorized by TX Gov. Code, Sec. 551/072/074; and consider taking action in Open Session.

(1)Land Matters: Pct. 1.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to authorize County Attorney to conduct a survey, structural inspection and environmental study on Wal-Mart building in Rosenberg.

Judge Rozell	- not voting
Commissioner O'Shieles	- yes
Commissioner Prestage	- yes
Commissioner Meyers	- yes
Commissioner Lutts	- yes

20. Adjournment.

Commissioners Court adjourned at 1:58 p.m. on Tuesday, May 12, 1998.

4

The Fort Bend County Housing Finance Corporation



is pleased to announce

A First-Time Homebuyer's Program

5.99% MORTGAGE RATE

or

**A GRANT OF 4% OF
YOUR LOAN AMOUNT
FOR DOWN PAYMENT
AND CLOSING COSTS**

with a mortgage loan at a rate
of 6.70%

THE MORTGAGE RATE(S)

The program offers two mortgage rate options:

5.99% Mortgage Rate: applies to loans that **do not use the Down Payment and Closing Cost Assistance** provided by the program

6.70% Mortgage Rate: applies to loans that **use the 4 points of Down Payment and Closing Cost Assistance** provided by the program

The 5.99% and the 6.70% are the Annual Mortgage Rates for the two options provided by the program. The APR will vary by loan type and other factors. Please contact a Participating Lender listed on the reverse of this brochure for specific APR information.

THE MORTGAGE LOANS

The mortgage loans can be FHA-insured, VA-guaranteed, USDA-RD guaranteed, or Conventional, 30-year fixed-rate mortgages. Points charged will include a 1.00% origination fee and 0.50% discount fee (total points = 1.50%). All other standard and customary fees and charges will apply.

BORROWERS THAT QUALIFY

Borrowers using the Program must be "first-time" homebuyers (cannot have had an ownership interest in a home in the past three years). All borrowers must occupy the purchased home as their principal residence, and must not exceed the maximum income limits (listed below), as well as qualify under normal FHA, VA, USDA-RD, or Fannie Mae underwriting requirements which show creditworthiness.

The maximum income limits for the program are:

Family of 2 or fewer persons	\$50,400
Family of 3 or more persons	\$57,960

DOWN PAYMENT ASSISTANCE

The 4 points of Down Payment/Closing Cost Assistance provided by the program with the 6.70% Mortgage Rate is treated as a grant to the borrower -- there is no "second loan" or required repayment of the principal amount of this loan.

The ability to use the 4 points of Down Payment/Closing Cost Assistance is subject to FHA, VA, USDA-RD, and Fannie Mae restrictions.

HOMES THAT QUALIFY

Homes must be located within Fort Bend County (excluding that portion of the City of Houston located in Fort Bend County) to be eligible to be financed through this program. In addition, the purchase price for the home cannot exceed the maximum purchase price established for the program.

The maximum purchase price for an eligible home is:

Newly Constructed Home	\$103,298
Existing Home	\$ 94,039

These maximum purchase prices are for one-unit homes. Two, three, and four unit homes are allowed under the program. Please consult with a Participating Lender on the reverse of this brochure for more information.

QUESTIONS

If you have questions about the program, please contact one of the Participating Lenders on the reverse of this brochure.

TO APPLY FOR A LOAN

To apply for a mortgage loan under the program, a borrower must:

Apply through a Participating Lender (see back of this brochure);

Qualify for the program (including meeting the first-time homebuyer requirements, purchase price and income restrictions, and other program guidelines); and

Have a purchase contract on a home that meets the program requirements (purchase price limits, etc.)



Equal Housing
Opportunity

PARTICIPATING LENDERS

All program loans must be made through the following Participating Lenders:

Countrywide Home Loans, Inc.
(281) 493-9809

Fort Bend Federal Savings and Loan
(281) 238-7040

Hammersmith Financial Corporation
(281) 893-4660

Harbor Financial Mortgage Corp.
(281) 774-1861

Pulte Mortgage Corporation
(281) 578-2703

Sterling Capital Mortgage & its affiliates
(713) 939-7094

U. S. Home Mortgage Corporation
(281) 597-9991

Vinson & Elkins

ATTORNEYS AT LAW

VINSON & ELKINS L.L.P.
2300 FIRST CITY TOWER
1001 FANNIN STREET

HOUSTON, TEXAS 77002-6760

TELEPHONE (713) 758-2222

FAX (713) 758-2346

04-24-98 P04:19 IN

AGENDA ITEM

#4

WRITER'S TELEPHONE

(713) 758-3861

WRITER'S FAX

(713) 615-5225

April 23, 1998

Ms. Mandi Bronsell
Fort Bend County Judge's Office
309 South Fourth, Ste. 719
Richmond, Texas 77469

Re: Fort Bend County Housing Finance Corporation

Dear Ms. Bronsell:

Fort Bend County Housing Finance Corporation requests the following item be placed on the agenda for the Commissioners' Court Meeting on **Tuesday, May 12, 1998**.

- 1) Announcement of Availability of Mortgage Loans through Fort Bend County Housing Finance Corporation's Single Family Mortgage Revenue Bond Program, Series 1998

Please call me at 758-3861 if you have any questions.

Yours truly,

VINSON & ELKINS L.L.P.



Lori Auray Gobillot

cc: Mr. Bud Childers, County Attorney (w/encl.)
Ms. Pamela Poole, Fort Bend County Housing Finance Corp.
Board of Directors, Fort Bend County Housing Finance Corp.

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IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998

On this the 12 day of May, 1998, the Commissioners' Court, with the following members being present:

Mike D. Rozell	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 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: Constable, Pct. 2 Department #: 024

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
RENTAL	3020	\$4,000.00
UTILITIES	2000	2,000.00
	TOTAL TRANSFERRED TO: \$	6,000.00

TRANSFER FROM:

CONTINUANCY FUND		6,000.00
	TOTAL TRANSFERRED FROM: \$	6,000.00

EXPLANATION: Rental and Utilities was not requested in our 1998 Budget due to
the relocation of our department.

Utilities (HL & P and water)

Department Head: *Robert Davis* Date: May 6, 1998

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: *Mike D. Rozell*
Mike D. Rozell, County Judge

JIM EDWARDS - TIA.

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998

On this the 12th day of May, 1998, the Commissioners' Court, with the following members being present: 98-05-05 A11:18 IN

Mike D. Rozell - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Grady Prestage - Commissioner Precinct #2
Andy Meyers - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

May 12, 1998
Agenda Item

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: Tax Assessor/Collector Department #: 003

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Fees and Services</u>	<u>010-003-0030-4010</u>	<u>\$2,392.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO: \$		<u>2,392.00</u>

TRANSFER FROM:

<u>General Fund</u>	<u>010-045-0450-4010</u>	<u>\$2,392.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM: \$		<u>2,392.00</u>

EXPLANATION: Not Budgeted in the 1998 Budget. Need to renew
Keyfile Corp.'s KeyCare. Will be placed in the 1999 budget.

Department Head: David L. Greiner Date: May 5, 1998

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY:

Mike D. Rozell
Mike D. Rozell, County Judge

Keyfile Corporation

Empowering People to Automate Business Processes

22 Cotton Road

Nashua, NH 03063

P:(603)883-3800 F:(603)889-9259

KeyCare Renewal NOTICE

FBC/TAC MAIL ROOM

APR 08 1998

To:

FORT BEND COUNTY TAX OFFICE
500 LIBERTY STREET
SUITE 101
RICHMOND TX 77469

Re:

FORT BEND COUNTY TAX OFFICE

SALESPERSON	NOTICE NO.	NOTICE DATE	RENEWAL DATE	TERMS	SERVER NAME
WILLIAMS	KC FB87	4/1/98	6/29/98	Net 30	OFFICE

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	KEYCARE ANNUAL SUPPORT WINDOWS NT SERVER	\$959.00	\$959.00
5	KEYCARE ANNUAL SUPPORT DEDICATED DESKTOPS	\$95.00	\$475.00
2	KEYCARE ANNUAL SUPPORT LEVEL 2 OPTICAL	\$479.00	\$958.00
			\$0.00
			\$ 0.00
			\$ 0.00
	NEW KEYCARE DATES WILL BE 6/30/98 TO 6/29/99		\$0.00
SUBTOTAL			\$2,392.00
RESELLER DISCOUNT			
TOTAL DUE			\$2,392.00

If you have any questions concerning this notice, call: Darlene Cassidy x 458

Sandra - fax

Thank You For Your Business!

On this the 12th day of May, 1998, the Commissioners' Court, with the following members being present:

Mike D. Rozell, County Judge

FORT BEND COUNTY
TRAVEL AUTHORIZATION

MAY 8 1998

TO: COMMISSIONERS COURT

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

Shelley Strimple, Asst. Dist. Atty.
Tyra McCollom, Asst. Dist. Atty.

DATE OF DEPARTURE: Strimple: May 18-22, 1998
McCollom: May 11-15, 1998
DATE OF RETURN: Strimple: May 22, 1998
McCollom: May 15, 1998

DESTINATION: Columbia, South Carolina

PURPOSE OF TRIP: To attend seminar: Prosecutors were chosen to attend the above seminar wherein, tuition, travel, room and board will be paid by the National District Attorneys Association. This office (DA) will only be responsible for small incidentals such as taxi fare, airport parking (Houston), etc.

MODE OF TRANSPORTATION: Airline

FUNDING SOURCE: 010 Obj: 0701 (only for items listed above)

DEPARTMENT HEAD APPROVAL: John Healey - District Attorney
Name & Department

DATE: 5-7-98
John Healey
Signature

APPROVED COMMISSIONERS COURT: Presiding Official Mike D. Lytle
Date 5/12/98

(Emergency Approval: _____ Date _____)



National District Attorneys Association
99 Canal Center Plaza, Suite 510, Alexandria, Virginia 22314
703.549.9222 / 703.683.0356 FAX
www.ndaa-apri.org

Dear Fellow Prosecutor:

It is with great pleasure that we inform you that the National District Attorneys Advocacy Center (NDAAC), dedicated to the training of the nation's local prosecutors, will begin presenting training courses this spring and we welcome your nominations.

Located in a magnificent recently-completed complex on the campus of the University of South Carolina at Columbia, SC, the center is a partnership enterprise of the National District Attorneys Association (NDAA) and the U.S. Department of Justice. It brings together for the first time training facilities for American prosecutors. In separate companion wings, NDAA will be responsible for the training of local prosecutors and the Department of Justice's Office of Legal Education will conduct training of federal prosecutors. Thomas J. Charron, former longtime district attorney of Cobb County (Marietta), Georgia, and one of the nation's outstanding prosecutors, is the director of education for NDAA at the center.

The facilities at the 262,000 square-foot advocacy center are unparalleled and state-of-the-art. They include 10 full-sized courtrooms equipped with the latest audio/video technology. The faculty will include the top experts in every prosecutorial field. The on-site 265-room hotel for students, faculty and guests is being operated by the Marriott Corp., a leader in the field.


~~NDAA is a 501(c)(3) non-profit organization. All training is provided at no cost to participants.~~

Enclosed is an application form for eight of the 15 courses to be offered for the center's first eight months. Offered will be six "Essentials of Advocacy" courses, plus courses in "Juvenile Justice Policy Development Training" and "Prosecuting the Drugged Driver." We urge you to study the course descriptions carefully and send in the applications quickly, since the deadlines are near. You may nominate yourself or as many of your assistant prosecutors for as many courses as you wish. However, because of class size limitations and to be fair to all jurisdictions, we can select only one eligible applicant from any jurisdiction for each course. If you have any questions, please address them to ~~James Panagopoulos~~

~~Ph: 703.549.9222 / 703.683.0356 FAX: 703.683.0356 / 703.549.9222~~

Sincerely,


NEWMAN FLANAGAN
Executive Director


WILLIAM L. MURPHY
President

To be the Voice of America's Prosecutors and to Support
Their Efforts to Protect the Right and Safety of the People.

NATIONAL DISTRICT ATTORNEYS ADVOCACY CENTER TRAINING

TRIAL ADVOCACY I—ESSENTIALS OF ADVOCACY

A practical, "hands-on" training course for trial prosecutors

This five day training course presents trial advocacy from the standpoint of what is essential for efficient and effective prosecution at the jury level whether felony or misdemeanor. The training focuses heavily on the analytical advocacy approach of case theory and persuasion. Training components include:

- Introduction to case analysis and case theory; the cohesion of legal theory and the sufficient factual theory; assessment of defense case theories and preparation to meet them; determination of case momentum from the psychological impact on the jury; case organization and the employment of trial workbooks and notebooks; consideration of evidentiary and non-evidentiary visuals.
- Introduction to current and emerging court presentation technology; familiarization training with electronic and projection equipment; techniques for use and display of exhibits and visuals; techniques for employing presentation technology during trial.
- Review and update on standards for effective legal advocacy; standards and typical mistakes for all segments of the trial; opening statements, witness examination, and closing argument; introduction to proactive and reactive cross-examination; the essentials of legal argument and rebuttal; a review of impediments to juror understanding.
- Training materials include a trial advocacy text and worksheets, workshop problem exercises, as well as resource materials; and criminal case files designed to raise factual and credibility issues which generally propel a case to trial. "Hands-on" or direct application exercises will be videotaped for both faculty and peer review against standards and typical mistakes as well as persuasive impact and personal communication style enrichment.

Continuing Legal Education

Participants should check with their individual state CLE accreditation committee to determine CLE hours.

Location

Training will take place at the National District Attorneys Advocacy Center which is located on the campus of the University of South Carolina, Columbia, South Carolina. The address of the NDAAC is 1620 Pendleton Street, Columbia, SC 29208. Please do not mail applications to the above address since the NDAAC is still under construction.

Accommodations

Registrants will stay in guest rooms provided by the National District Attorneys Advocacy Center and managed by the Marriott Corporation located on the premises.

Transportation

Registrants will be reimbursed for the cost of air travel to and from the National District Attorneys Advocacy Center. All travel arrangements must be made by or preapproved by the on-site travel agent.

Application Submission

Applications may be faxed to the National District Attorneys Association at 703-683-0356 or mailed to NDAA, Attn: Jennifer Panagopoulos, 99 Canal Center Plaza, Suite 510, Alexandria, VA 22314.

Who Should Attend

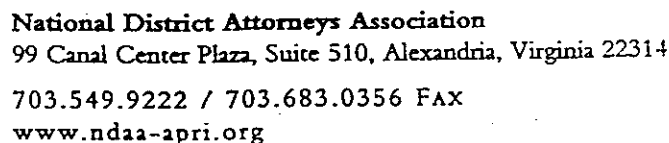
- Prosecutors with a preferred experience level of one year.
- Prosecutors who are nominated by their elected/appointed prosecuting attorney.
- Only one applicant per jurisdiction will be eligible for selection for each course. Submission of application does not guarantee acceptance.

Application Requirements

To be considered for courses offered by the National District Attorneys Advocacy Center, you must complete this form in its entirety (except optional). Please type or print and sign your form. Applications must be received by due date. Applicants will be notified of action taken and, if accepted, will receive confirmation and information about the course(s), travel and lodging. ~~If only interested in trial~~

Trial Advocacy I—Essentials of Advocacy

Course Date	Course Number	Deadline
May 18 - 22, 1998	98-TA101-2	March 16, 1998
June 1-5, 1998	98-TA101-3	March 16, 1998
June 8-12, 1998	98-TA101-4	March 16, 1998
June 15-19, 1998	98-TA101-5	March 16, 1998
July 13-17, 1998	98-TA101-6	March 16, 1998



It is with great pleasure that we inform you that the **National District Attorneys Advocacy Center (NDAAC)**, dedicated to the training of the nation's local prosecutors, will begin presenting training courses this spring and we welcome your nominations.

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Enclosed is an application form for eight of the 15 courses to be offered for the center's first eight months. Offered will be six "Essentials of Advocacy" courses, plus courses in "Juvenile Justice Policy Development Training" and "Prosecuting the Drugged Driver." We urge you to study the course descriptions carefully and send in the applications quickly, since the deadlines are near. You may nominate yourself or as many of your assistant prosecutors for as many courses as you wish. However, because of class size limitations and to be fair to all jurisdictions, we can select only one eligible applicant from any jurisdiction for each course. If you have any questions, please address them to ~~Thomas J. Rando~~ Paula Spoulos.

Newman Flanagan
NEWMAN FLANAGAN
Executive Director

William L. Murphy
WILLIAM L. MURPHY
President

*To be the Voice of America's Prosecutors and to Support
Their Efforts to Protect the Right and Safety of the People.*

NATIONAL DISTRICT ATTORNEYS ADVOCACY CENTER TRAINING

TRIAL ADVOCACY I—ESSENTIALS OF ADVOCACY

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- Introduction to case analysis and case theory; the cohesion of legal theory and the sufficient factual theory; assessment of defense case theories and preparation to meet them; determination of case momentum from the psychological impact on the jury; case organization and the employment of trial workbooks and notebooks; consideration of evidentiary and non-evidentiary visuals.
- Introduction to current and emerging court presentation technology; familiarization training with electronic and projection equipment; techniques for use and display of exhibits and visuals; techniques for employing presentation technology during trial.
- Review and update on standards for effective legal advocacy; standards and typical mistakes for all segments of the trial; opening statements, witness examination, and closing argument; introduction to proactive and reactive cross-examination; the essentials of legal argument and rebuttal; a review of impediments to juror understanding.
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Continuing Legal Education

Participants should check with their individual state CLE accreditation committee to determine CLE hours.

Location

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Applications may be faxed to the National District Attorneys Association at 703-683-0356 or mailed to NDAA, Attn: Jennifer Panagopoulos, 99 Canal Center Plaza, Suite 510, Alexandria, VA 22314.

Who Should Attend

- Prosecutors with a preferred experience level of one year.
- Prosecutors who are nominated by their elected/appointed prosecuting attorney.
- Only one applicant per jurisdiction will be eligible for selection for each course. Submission of application does not guarantee acceptance.

Application Requirements

To be considered for courses offered by the National District Attorneys Advocacy Center, you must complete this form in its entirety (except optional). Please type or print and sign your form. Applications must be received by due date. Applicants will be notified of action taken and, if accepted, will receive confirmation and information about the course(s), travel and lodging. **Only interest in Trial Advocacy I—Essentials of Advocacy** and program numbers for

Trial Advocacy I—Essentials of Advocacy

Course Date	Course Number	Deadline
May 18 - 22, 1998	98-TA101-2	March 16, 1998
June 1-5, 1998	98-TA101-3	March 16, 1998
June 8-12, 1998	98-TA101-4	March 16, 1998
June 15-19, 1998	98-TA101-5	March 16, 1998
July 13-17, 1998	98-TA101-6	March 16, 1998

AGENDA ITEM
7

Fort Bend Flood Control Water Supply Corporation
Fort Bend County, Texas

April 28, 1998

Ms. Dana Benoit
Fort Bend County Judge's Office
500 Jackson
Jane Long Building, Room 103
Richmond, Texas 77469

Re: Fort Bend Flood Control Water Supply Corporation; Agenda Items

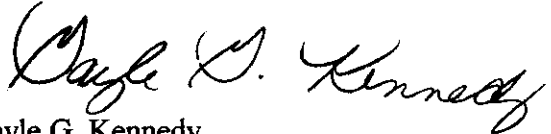
Dear Ms. Benoit

Please add the following items to the agenda for the Commissioners' Court Meeting on May 12, 1998:

1. Approve payment of bills.

Please call me at 713-960-1663 if you have any questions.

Yours truly,



Gayle G. Kennedy
Administrative Assistant

**FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
BILLS TO BE PAID**

April 28, 1998

Don Russell	Directors fees	\$ 100.00
Paul J. Council	Directors fee	\$ 300.00
Jim Condrey	Directors fee	\$ 100.00
A.J. Colbert	Directors fee	\$ 100.00
Rick Zapalac	Directors fee	\$ 200.00
Gayle G. Kennedy	Services and Expenses for the month of April, 1998	\$ 354.72
LJA Land Development	Engineering fees for March 1998	\$ 3,298.27
District Data Services, Inc.	Bookkeeping services for March	\$ 443.05
Chase Bank of Texas	Administrative Fees for Series 1989 Bonds	\$ 4,000.00
Vinson & Elkins L.L.P.	Legal services through 2/28/98	\$ 4,461.99
Null Lairson	Progress billing for 1997 audit	\$ 3,750.00
Jimmerson Underground	Maintenance berm work along the Promenade subdivision	\$ 5,100.00
	TOTAL	\$22,208.03

LJA Engineering & Surveying, Inc.



2929 Briarpark Drive
Suite 500
Houston, Texas 77042-3703

Phone 713.953.5200
Fax 713.953.5026

April 17, 1998


The Honorable Judge Michael D. Rozell
Fort Bend County Judge
County Courthouse
500 Jackson
Richmond, Texas 77469

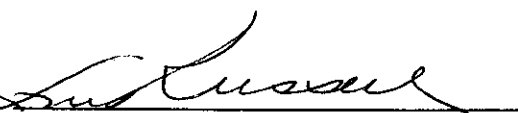
Re: March 1998 Invoices
Fort Bend Flood Control Water Supply Corporation

Dear Judge Rozell:

The enclosed invoices for work performed by consultants, contractors and the Board of Directors for the Fort Bend Flood Control Water Supply Corporation (FBFCWSC) have been reviewed by the Fort Bend County Drainage District and the FBFCWSC Bill Review Committee. The invoices were discussed at the April 28, 1998 FBFCWSC meeting of the Board of Directors and approved for payment.

We request that you place this item on the Fort Bend County Commissioners Court agenda for approval at the regularly scheduled meeting of May 12, 1998.


Daniel E. Gerken, P.E.
Manager
Fort Bend County Drainage District


Don Russell
President, Board of Directors
Fort Bend Flood Control Water Supply
Corporation

DEG/DR/tlj

File: 67054.044 (H-414-0000-0044)

Enclosures

REQUISITION CERTIFICATE NO. 1258

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to Don Russell \$ 100.00
for Directors fees for attending 1 meeting @ \$ 100.00 per meeting.

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

(2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ One hundred dollars and no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

**FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION**



Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1259

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to Paul J. Council \$ 300.00
for Directors fees for attending 3 meetings @ \$ 100.00 per meeting.

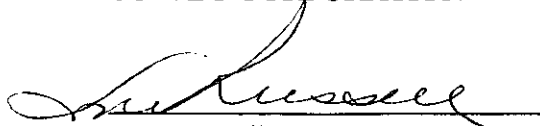
On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

- (1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;
- (2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and
- (3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ Three hundred dollars and no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

**FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION**



Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1260

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to Jim Condrey \$ 100.00
for Directors fees for attending 1 meeting @ \$ 100.00 per meeting.


On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

- (1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;
- (2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and
- (3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ One hundred dollars and no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

**FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION**


Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1261

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to A.J. Colbert \$ 100.00
for Directors fees for attending 1 meeting @ \$ 100.00 per meeting.

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

- (1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;
- (2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and
- (3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ One hundred dollars and no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION



Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1262

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to Rick Zapalac \$ 200.00
for Directors fees for attending 2 meetings @ \$ 100.00 per meeting.

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;


(2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ Two hundred dollars and no/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION


Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1263

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to Gayle G. Kennedy \$ 354.72
for Services and expenses for the month of April

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

(2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ Three hundred, fifty-four dollars and 72/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

**FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION**


Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1264

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to LJA Land Development \$ 3,298.27
for Engineering fees for March, 1998

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

(2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ Three thousand, two hundred, ninety-eight dollars and 27/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION


Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1265

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

<u>to District Data Services</u>	<u>\$ 443.05</u>
<u>for Bookkeeping services for March</u>	

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

(2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ Four hundred, forty-three dollars and 05/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION



Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1266

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to Chase Bank of Texas \$ 4,000.00
for Administrative Fees for Series 1989 Bonds

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

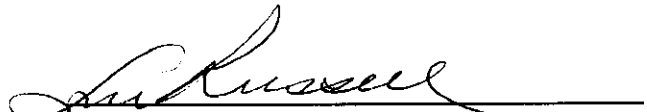
(2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ Four thousand dollars and 0/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION


Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1267

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to Vinson & Elkins L.L.P. \$ 4,461.99
for Legal Services through February 28, 1998

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;


(2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ Four thousand, four hundred, sixty-one dollars and 99/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION


Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1268

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to Null Lairson \$ 3,750.00
for Progress billing for preparation of 1997 audit

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

(2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ Three thousand seven hundred fifty and 00/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

**FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION**



Don Russell, Authorized Representative

Date 4-28-98

REQUISITION CERTIFICATE NO. 1269

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989 and \$6,850,000 Revenue Bonds, Series 1995, such Agreement dated as of April 1, 1989 and the First Supplement to such Agreement dated April 18, 1995 (the "Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this certificate, to pay from the Corporation's Construction Fund the amount of:

to Jimmerson Underground \$ 5,100.00
for Maintenance berm work along the Promenade Subdivision

On behalf of the Corporation, I, the undersigned Representative, do hereby certify as follows:

(1) The above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

(2) Payment of such obligation is in conformance with restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NationsBank, Richmond Branch in the amount of \$ Five thousand one hundred dollars and 00/100

for the purpose(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

**FORT BEND FLOOD CONTROL WATER
SUPPLY CORPORATION**


Don Russell, Authorized Representative

Date 4-28-98

**FT BEND FLOOD CONTROL CORPORATION
CASH ANALYSIS
As Of 4/29/98**

ENDING CASH BALANCE AT LAST MEETING	3/25/98	\$1,160,539.71
INTEREST INCOME	\$5,520.51	
TOTAL RECEIPTS	<u>5,520.51</u>	
TOTAL CASH AVAILABLE		\$1,166,060.22

EXPENDITURES:

CHECK #	PAYEE	AMOUNT
	<u>CHECKS WRITTEN</u>	
12007	GAYLE KENNEDY	360.00
12008	PAUL JEFF COUNCIL	300.00
12009	A J COLBERT	100.00
12010	JIM CONDREY	100.00
12011	RICK ZAPALAC	300.00
12012	LJA LAND DEVELOPMENT	3,717.80
12013	DISTRICT DATA SERVICES	441.05
12014	FIRST SOUTHWEST COMPANY	4,000.00
12015	NATIONSBANK	26.50
12016	POE & BROWN	4,078.00
12017	VINSON & ELKINS	3,180.81
DRAFT	MISSOURI CITY	26,000.00

TOTAL EXPENDITURES		<u>\$42,604.16</u>
--------------------	--	--------------------

CURRENT CASH BALANCE	4/29/98	<u>\$1,123,456.06</u>
----------------------	---------	-----------------------

<u>INVOICES IN HOUSE:</u>	
LJA LAND DEVELOPMENT	3,298.27

TOTAL FOR APPROVAL THIS MEETING:	3,298.27
----------------------------------	----------

FUNDS AVAILABLE IF APPROVED:	<u>\$1,120,157.79</u>
------------------------------	-----------------------

**FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION PROJECT
CONSTRUCTION FUND ANALYSIS**

FLDCURNT.WK3

	Revised Total Budget December 1994	Expended through Apr 29, 1998	Costs to Complete	Revised Total Cost	Variance Over (Under)
Construction					
Stafford Run	5,537,818	5,669,333	314,655	5,983,988	446,170
Middle Oyster Creek	7,032,939	6,981,051	0	6,981,051	(51,888)
Flat Bank Creek	5,422,143	5,422,143	0	5,422,143	(0)
Engineering					
Stafford Run	667,529	706,308	942	707,250	39,721
Middle Oyster Creek	825,143	821,682	0	821,682	(3,461)
Flat Bank Creek	629,654	629,654	0	629,654	(0)
Supplementary Engineering Services	1,016,674	1,211,669	(3,787)	1,207,882	191,208
LAND COSTS					
Land Acquisition Fees	2,549,921	2,408,041	36,267	2,444,308	(105,613)
Channel Right-of-Way					
Stafford Run	596,639	629,883	0	629,883	33,244
Middle Oyster Creek	533,744	533,744	0	533,744	0
Flat Bank Creek	1,204,119	1,204,119	0	1,204,119	0
Bum Phillips Repairs	0	126,691	0	126,691	126,691
Detention Pond Acreage	990,750	668,988	0	668,988	(321,762)
TOTAL LAND COSTS	5,875,173	5,571,466	36,267	5,607,733	(267,440)
Permits	100,000	87,333	351	87,684	(12,316)
Pipeline Adjustments	1,620,000	1,660,782	0	1,660,782	40,782
Total Construction Cost	28,727,073	28,761,420	348,428	29,109,849	382,776
Interest	(3,835,091)	(4,337,893)	51,609	(4,286,284)	(451,193)
Constr Cost Less Interest	24,891,982	24,423,527	400,038	24,823,565	(68,417)
Issuance Expenses	274,179	283,553	0	283,553	9,374
Administration, Operations & Market Study	842,760	866,684	112,474	979,158	136,398
Capitalized Interest	2,399,995	2,399,995	0	2,399,995	0
Reserve	685,000	0	0	0	(685,000)
TOTAL	29,093,916	27,973,758	512,512	28,486,270	(607,646)

Phone 281 265-4455
Fax 281 265-0665
E-mail glengill@realtor.com

Glen R. Gill

8

Employment

An extensive background in the real estate industry as a practitioner for over 20 years. A resident and full time Realtor in Fort Bend County since 1986. Served on Sienna Plantation MUD 3 since its creation. A resident of Fort Bend LID 2 since 1990. Has a working knowledge of Fort Bend County's infrastructure and its components. Understands what is required to maintain a successful MUD and/or Levee District. The senior member on the Sugar Land Parks Board with 5 continuous years of service. Has an understanding of the working relationships between the county, city and state governmental entities.

Employment

1983 - Present	Landmark Income Properties, Inc.	Sugar Land, TX
	Broker/President	
1979-1983	Commercial Real Estate Broker	
1977-1979	IBM Corporation, Marketing Representative	
1974-1977	Direct Marketer, Publications	

Education

1970 - 1974	Louisiana State University, Bachelor of Science
-------------	---

- Post Graduate work includes three professional real estate designations:
- CCIM- Certified Commercial Investment Member
- CRS- Certified Residential Specialist
- GRI- Graduate, Realtors Institute

Fort Bend, Houston, Texas & National Associations of Realtors

- Chairman, Multiple Listing Committee, FBAR, 1998
- Fort Bend Realtors, Treasurer, 1997
- Fort Bend, Realtors, Board of Directors, 1994-1997
- Political Action Committee, 1993-1998
- Chairman, Governmental Affairs Committee, 1997

Fort Bend Chamber of Commerce

- Leadership 2000 Graduate 1993
- Leadership 2000, State Government, Austin, TX trip leader 1994

Toastmasters International, FBAR Chapter

Rotarian of the Month, August, 1994

Sugar Land Rotary Club, Paul Harris Fellow, 1992

City of Sugar Land

- Parks Board member since 1993
- Chairman, Parks Board, 1996

Sugar Land Rotary Club, 9 years

- Secretary, 1991-1993
- Board of Directors, 1991-1994

Sugar Land Exchange Club, 1 year

Knights of Columbus, 4 years

- Program Director, 1996-1997

First Colony Little League, Sponsor and Coach, 5 years

First Colony Swim Team, Sponsor and volunteer

Fort Bend YMCA, Indian Guides and Princesses volunteer

Sweetwater Swim Team, Sponsor, 1993-1996

First Colony Basketball, Sponsor, 1995-1996

Clyde Jacks, City Councilman, City of Sugar Land 281 980-1963

James A. Thompson, City Councilman, City of Sugar Land 281 980-3456

Father John Wever, St. Laurence Catholic Parish 281 980-9812

Andre McDonald, Colony Grant Home Owners Association, VP 281 265-6686

Ted Siwierka, Ft. Bend Central Appraisal District 281 344-8623

Vinson & Elkins

ATTORNEYS AT LAW

VINSON & ELKINS L.L.P.
2300 FIRST CITY TOWER
1001 FANNIN STREET

HOUSTON, TEXAS 77002-6760

TELEPHONE (713) 758-2222
FAX (713) 758-2346

05-08-98 A09:53 IN

AGENDA ITEM
#8

WRITER'S TELEPHONE

(713) 758-2674

WRITER'S FAX

(713) 615-5371

May 7, 1998

Ms. Mandi Bronsell
Fort Bend County Judge's Office
301 Jackson, Suite 719
William B. Travis Annex
Richmond, Texas 77469

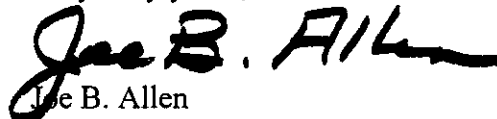
Re: **Fort Bend County Levee Improvement District No. 2**
Commissioners' Court Agenda

Dear Ms. Bronsell:

Please find enclosed three Orders Appointing Director for Fort Bend County Levee Improvement District No. 2 for consideration and approval at the regular meeting of Commissioners' Court on **Tuesday, May 12, 1998**. After the Order has been approved, please have the originals executed and return two to me.

Thank you for your assistance in this matter. If you have any questions please call me at 758-2674.

Very truly yours,


Joe B. Allen

Attorney for the District

Enclosures

\\ODMA\SOFTSOL\311\VEHOU09\531600

HOUSTON DALLAS WASHINGTON, D.C. AUSTIN MOSCOW LONDON SINGAPORE

5-18-98 Mailed Orig to Joe Allen.

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

The Commissioners' Court of Fort Bend County, Texas, convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 12th day of May, 1998, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners' Court and officer of the County, to-wit:

Michael D. Rozell
R. L. "Bud" O'Shieles
Grady Prestage
Andy Meyers
Bob Lutts
Dianne Wilson

County Judge
Commissioner, Precinct No. 1
Commissioner, Precinct No. 2
Commissioner, Precinct No. 3
Commissioner, Precinct No. 4
County Clerk

and all of said persons were present, except _____.
Whereupon, among other business the following was transacted at said meeting: a written order entitled

ORDER APPOINTING DIRECTOR FOR FORT BEND COUNTY LEVEE
IMPROVEMENT DISTRICT NO. 2 OF FORT BEND COUNTY, TEXAS

(the "Order") was duly introduced for the consideration of the Commissioners' Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES:

NOES:

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER APPOINTING DIRECTOR FOR
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, Joan Cain has resigned from her position on the Board of Directors of the District; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, desires to accept the resignation of Joan Cain and to thank her for her service to the county and to appoint Glen R. Gill to serve as Director for the District until his successor shall be appointed and qualified; and

WHEREAS, Glen R. Gill is over twenty-one years of age, resident citizen of the State of Texas, otherwise qualified by law to serve as a Director of the District, and not disqualified from serving as a Director of the District by reason of any law; and

WHEREAS, Title 4, Chapter 57 of the Texas Water Code, as amended, confers jurisdiction on the County Judge and Commissioners' Court of Fort Bend County, Texas to appoint the Directors of the District;

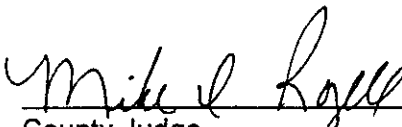
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the County Judge and Commissioners' Court of Fort Bend County, Texas:

Section 1: That the foregoing recitals be and the same are hereby found to be true and correct.

Section 2: That Glen R. Gill be and hereby is appointed as a Director of Fort Bend County Levee Improvement District No. 2, of Fort Bend County, Texas, to serve in that capacity until his successor shall be appointed and qualified.


Section 3: That a copy of the Order shall be recorded in the minutes of this Court.

PASSED AND ADOPTED this 12th day of May, 1998.



County Judge

ATTEST



County Clerk and Ex-Officio
Clerk of the Commissioners'
Court of Fort Bend County, Texas

Vinson & Elkins

ATTORNEYS AT LAW

VINSON & ELKINS L.L.P.
2300 FIRST CITY TOWER
1001 FANNIN STREET

HOUSTON, TEXAS 77002-6760

TELEPHONE (713) 758-2222
FAX (713) 758-2346

05-08-98 A09:54 IN

WRITER'S TELEPHONE

(713) 758-2674

WRITER'S FAX

(713) 615-5371

May 7, 1998

The Honorable Mike Rozell
Fort Bend County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

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

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
701 S. 4th Street
Richmond, Texas 77469

Commissioner Bob Lutts
Fort Bend County Precinct 4
12919 Dairy Ashford, Ste. 200
Sugar Land, Texas 77478

Commissioner Grady Prestage
Fort Bend County Precinct 2
303 Texas Parkway
Missouri City, Texas 77459-0459

Re: Fort Bend County Levee Improvement District No. 2
Appointment of New Director

Dear Judge and Commissioners:

In conjunction with the appointment of a new director to the Board of Directors of Fort Bend County Levee Improvement District No. 2, please find enclosed the Order Appointing Director for the District.

The Board of Directors of the District respectfully requests that you consider the appointment of Mr. Gill at the Commissioners' Court meeting on the 12th day of May, 1998. Mr. Gill is a resident of the District who is very interested in serving on the Board and who has been recommended by the current Board of Directors.

..ODMA\SOFTSOL\311\VEHOU09\53152\0

HOUSTON

DALLAS

WASHINGTON, D.C.

AUSTIN

MOSCOW

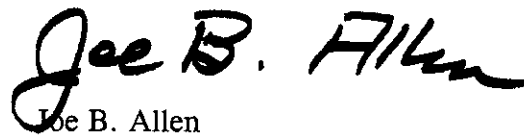
LONDON

SINGAPORE

Commissioners' Court
May 7, 1998
Page 2

Thank you for your attention to this matter. If you have any questions please call me at 758-2674.

Yours truly,
VINSON & ELKINS L.L.P.


Joe B. Allen

cc: Mr. Bud Childers

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

The Commissioners' Court of Fort Bend County, Texas, convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 12th day of May, 1998, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners' Court and officer of the County, to-wit:

Michael D. Rozell
R. L. "Bud" O'Shieles
Grady Prestage
Andy Meyers
Bob Lutts
Dianne Wilson

County Judge
Commissioner, Precinct No. 1
Commissioner, Precinct No. 2
Commissioner, Precinct No. 3
Commissioner, Precinct No. 4
County Clerk

and all of said persons were present, except _____.
Whereupon, among other business the following was transacted at said meeting: a written order entitled

ORDER APPOINTING DIRECTOR FOR FORT BEND COUNTY LEVEE
IMPROVEMENT DISTRICT NO. 2 OF FORT BEND COUNTY, TEXAS

(the "Order") was duly introduced for the consideration of the Commissioners' Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES:

NOES:

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

PASSED AND ADOPTED this 12th day of May, 1998.

Mike L. Royall
County Judge

ATTEST:

Stallion

County Clerk and Ex-Officio
Clerk of the Commissioners'
Court of Fort Bend County, Texas



Budget Office
Fort Bend County, Texas

*Agenda Item
#9*

James W. Edwards
Budget Officer

(281) 344-3937
Fax (281) 344-3954

May 7, 1998

The Honorable Michael Rozell
Fort Bend County Judge
305 Jackson, Suite 710
Richmond, TX 77469

Dear Judge Rozell:

Please place the following item on the agenda for the May 11, 1998 Commissioners Court meeting:

Review and consider adopting Fort Bend County Budget Policy.

If there are any questions, please me at 344-3937.

Sincerely,

A handwritten signature in cursive script that reads "James Edwards".

James Edwards, CPA
Budget Officer

FORT BEND COUNTY BUDGET POLICY

Recognizing that the Fort Bend County Budget appropriates the funds for the operations of each department in the county according to the financial policy of the Commissioners Court; and that defining and announcing that policy will inevitably lead to better, more realistic, budget requests; the Commissioners Court of Fort Bend County (the Court) adopts the following as its official budget policy in preparation of the 1999 budget.

1. It is a major priority of the Court to advance economic development efforts in the county. The Court will support, and attempt to provide funds in support of, efforts to advance the economic prosperity of the county when it finds that such efforts are in the best interest of the county and its citizens. The Court will provide funds only when it can legally do so, and in the amount that represents a fair share of the efforts considering all parties that stand to benefit.
2. The Commissioners Court recognizes its duty to the citizens of Fort Bend County to operate the county in a fiscally responsible manner. It is the duty and responsibility of each elected official and department head to operate their office or department frugally and efficiently.

Every department should make every effort to reduce expenditures or hold the line on expenditures by increasing efficiency within the office. Each department or office of an elected official should examine all opportunities to reduce expenditures without reducing the required level of services. This will include examining all programs to ensure they are still viable and still provide the best method of serving an identified duty of the office or department.
3. The Court will attempt to maintain, or lower, the present tax rate. The county's tax base is expanding at an estimate rate of 3%, which should provide sufficient funds for any growth in county services.
4. Each department or office should present their capital projects for the next five years so the County Budget Officer may consolidate them into a five-year Capital Improvements Plan. Budgeting and allocation of funds for capital projects will be made on the basis of long term planning.
5. Capital improvements projects will, whenever possible, be paid from current revenues. Bonds or other forms of debt will be used for capital projects when the need exists and the use of bonds or other debt instruments is appropriate, and when the capital asset created will have a useful life longer than the debt repayment period.
6. All internal services should operate efficiently. The Commissioners Court will examine internal services to see if they can be better performed by the private sector. The county will continue to perform those services that it is best suited to perform.
7. It is a priority of the Court to provide adequate, qualified staffing for offices and departments, but to ensure that organizational structures are efficient. When requesting additional staffing within the office or department, the requestor should fully justify the need for the positions by verifiable information. Positions will only be approved when a verifiable need exists.
8. The Court anticipates that employee salaries will be competitive with those of other comparable counties in Texas. Salaries of other local governments in the area may be surveyed when there is a logical basis for comparison.
9. The Court will appropriate adequate funds to ensure that the county's work force is properly trained. Every effort should be made to find or organize training in the area to minimize travel costs. Offices and Departments are encouraged to join together in training efforts within the county when common training requirements exist. Training should be coordinated through Human Resources whenever possible.
10. The County will continue to reward excellent performance by merit pay increases. The Officer and Department Head has a duty to see that excellent performance is rewarded, and that poor or only

average performance is not similarly rewarded. Pay for performance or merit is a stated goal of the county.

11. Each county office or department should examine their fee schedule to ensure that an appropriate amount of the cost of service is being borne by the actual user of the service through fees. When a fee is allowed by statute, but has not been adopted by the county, this fact should be brought to the attention of the Commissioners Court through the Budget Officer.
- 12. Each operating fund maintained by the county shall be budgeted, including special revenue funds, that are for the use of only a single department or a single purpose.**



Bob Lutts
Commissioner

COMMISSIONER PRECINCT 4

Fort Bend County, Texas

AGENDA ITEM

#10

TO: COUNTY JUDGE MIKE ROZELL

FROM: COMMISSIONER BOB LUTTS

DATE: MAY 5, 1998

REFERENCE: AGENDA ITEMS

Please place the following items on the May 12, 1998 Commissioners Court Agenda:

1. Set Public Hearing for traffic control devices for New Territory Parcel SP-2 (Sterling Chase). Pct. #4
2. Set Public Hearing for traffic control devices for New Territory Parcel SF-34 (Crescent Ridge). Pct. #4
3. Set Public Hearing for traffic control devices for New Territory Parcel SF-19B (Lakewind). Pct. #4
4. Set Public Hearing for traffic control devices for New Territory Parcel SF-32 (Laurel Crest). Pct. #4
5. Set Public Hearing for traffic control devices for New Territory Parcel MF-2 (Stone Creek). Pct. #4

Thank you.

PUBLIC HEARING NOTICE

FOR: (1) traffic control devices for New Territory
Parcel SP-2 (Sterling Chase), Pct. 4;
(2) traffic control devices for New Territory
Parcel SF-34 (Crescent Ridge), Pct. 4;
(3) traffic control devices for New Territory
Parcel SF-19B (Lakewind), Pct. 4;
(4) traffic control devices for New Territory
Parcel SF-32 (Laurel Crest), Pct. 4;
(5) traffic control devices for new Territory
Parcel MF-2 (Stone Creek), Pct. 4

DATE: June 9, 1998

TIME: 1:30 p.m.

NEWSPAPER(S): Fort Bend/Southwest Star

INVOICE: Fort Bend County



CONSTABLE DEPARTMENT - PRECINCT TWO

Fort Bend County, Texas

14/1

RUBEN DAVIS
Constable

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

May 5, 1998

The Honorable Michael D. Rozell
Fort Bend County Judge
P.O. Box 368
Richmond, Texas 77489

Dear Judge Rozell;

Please place the following item on the Commissioners' Court Agenda for May 12, 1998
for consideration.

Second Amended Lease Agreement
Between
Willowridge Commons LLC and Fort Bend County Constable Two(2)
May 1, 1998 through December 31, 1998

Thank you for your assistance!

Respectfully yours,

Ruben Davis
Ruben Davis
Constable, Pct. 2

Atts.

CC: Commissioner R. L. "bud" Shieles, Pct. 1
Commissioner Grady Prestage, Pct. 2
Commissioner Andy Myers, Pct. 3
County clerk's Office

5-18-98 Orig ltr to Robert w/ note.
P.O. Box 2039 • 303 Texas Parkway, Missouri City, Texas 77459

ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

SECOND AMENDED LEASE AGREEMENT

Willowridge Commons LLC, a Texas Limited Liability Company, hereinafter referred to as "**Lessor**", for and in consideration of the agreements of Fort Bend County, Texas, a body corporate and politic, referred to as "**Lessee**", hereby leases to the **Lessee** and **Lessee** hereby leases from **Lessor**, the following described premises:

Office space at Willowridge Shopping Center, Exhibit "A" attached hereto and incorporated by reference. The said lease premises is located at 7127 West Fuqua Drive, Fort Bend County.

ARTICLE I. TERM

The term of this lease shall be for a period of twelve (12) months, commencing on May 1, 1998, and ending on April 30 1999, unless sooner termination as provided in this lease.

This lease may be terminated at any time thereafter, upon thirty (30) days written notice to the Lessor at no further penalty to Lessee.

ARTICLE II. RENT

Lessee agrees to pay rent for the said premises in the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month, payable on the 1st day of May, 1998 and a like payment on the 1st day of each month thereafter during the term of this lease. **Lessor** shall submit his invoice to the **Lessee** for payment on/or before the 1st day of the month that same becomes due.

**ARTICLE III.
USE**

Lessee shall use the lease premises during the term of this agreement as the office of Constable, Precinct No. 2 of Fort Bend County, Texas.

**ARTICLE IV.
UTILITIES**

Lessee agrees to pay all monthly utility charges for telephone, water and electrical services supplied to the leased premises and used by the office of Constable, Precinct No. 2.

**ARTICLE V.
COMMON AREAS AND PARKING**

Throughout the term of this lease, Lessee has the right to a non-exclusive easement and it is shared in common and on the same term with other tenants as follows:

- A. Lessee has the right to reasonable use of the common areas.
- B. Lessee has the right to reasonable use of parking spaces.

**ARTICLE VI.
LESSOR REPAIRS**

Lessor agrees throughout the term of this lease, at its own expense and risk, to maintain in good repair the roof, foundation and exterior walls (excluding plate glass).

**ARTICLE VII.
LESSEE REPAIRS**

Lessee agrees, throughout the term of this lease, at its own expense and risk to maintain and repair the leased premises with the exception of Lessor Repairs in Article VI in substantially and same condition at the end of the term as existed at the commencement of the lease term.

**ARTICLE VIII.
ALTERATIONS**

Lessee shall not make any alterations, additions, or improvements to the **Lessor** premises without prior written consent of **Lessor**.

**ARTICLE IX.
LIABILITY INSURANCE**

Lessee agrees to provide **Lessor** with a copy of proof of liability insurance coverage of \$100,000 for each person \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury or destruction to property.

**ARTICLE X.
LESSOR WARRANTY**

Lessor warrants as part of this lease that the **Lessee** will have quiet enjoyment of the leased premises.

**ARTICLE XI.
ASSIGNMENTS**

Lessee shall not assign this lease without prior written notice to **Lessor** subject to the terms and conditions and provisions as **Lessor** may deem necessary.

**ARTICLE XII.
SEVERABILITY**

The provisions of this agreement are severable. If paragraph, section, subdivision, sentence, clause, or phrase of this lease is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the lease. However, upon occurrence of such event, either party may terminate this lease forthwith upon the delivery of written notice of termination to the other party.

**ARTICLE XIII.
ENTIRE AGREEMENT**

It is understood and agreed that the entire lease of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous lease presently in effect between the parties relating to the subject matter hereof as well as any previous lease presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waiver of the provisions of this lease shall be valid only when expressed in writing and duly signed by the parties.

**ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS**

Lessor and **Lessee** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of such lease provisions, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this lease and shall entitle the **Lessor** and/or **Lessee**, the county to terminate this contract immediately upon delivery of written notice of termination.

**ARTICLE XV.
TEXAS LAW**

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.

**XVI.
NOTICES**

Notices, correspondence, and other communication shall be addressed to Constable Ruben Davis and submitted to the following:

Fort Bend County
Attn: Michael D. Rozell, County Judge
P. O. Box 368
Richmond, Texas 77469

Constable Ruben Davis
Fort Bend County, Pct. 2
P. O. Box 2039
Missouri City, Texas 77459-2039

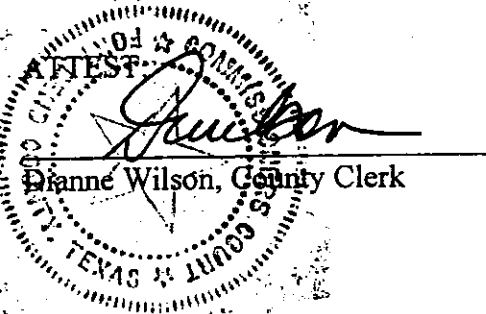
Willowridge Commons L.L.C.
c/o W. Q. Real Estate Services, Inc.
2537 South Gessner, Suite 200
Houston, Texas 77063

EXECUTED this 12 day of May, 1998

FORT BEND COUNTY - LESSEE

By: Mike D. Rozell
Michael D. Rozell, County Judge

Date: 5-12-98



Dianne Wilson, County Clerk

WILLOWRIDGE L.L.C. - LESSOR:

By: [Signature]

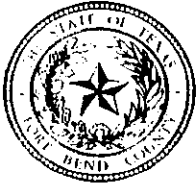
Date: 5-4-98

AUDITOR'S CERTIFICATION

I hereby certify that funds are available in the amount of \$4,000.00 to
pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless, Auditor

by [Signature]



CONSTABLE DEPARTMENT - PRECINCT TWO

Fort Bend County, Texas

11/2

RUBEN DAVIS
Constable

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

May 6, 1998

The Honorable Michael D. Rozell
Fort Bend County Judge
P.O. Box 368
Richmond, TX. 77489

Dear Judge Rozell:

Please place the following applications on the Commissioner's Court Agenda for May 12, 1998 for a Reserve Deputy position with the Constable Department, Pct. 2.

Ronnie Daniels

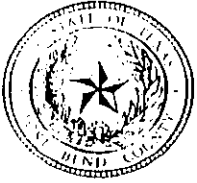
Thank you for your consideration!

Respectfully yours,


Ruben Davis
Constable

Atts.

CC: Commissioner R.L."Bud" Shieles, Pct. 1
Commissioner Grady Prestage, Pct. 2
Commissioner Andy Myers, Pct. 3
Commissioner Bob Lutts, Pct. 4
County Clerk's Office



HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

JULANE TOLBERT
Administrator

(281) 341-8617
Fax (281) 341-8615

MEMORANDUM

TO: Rodney Pentecost, Chief Deputy
Constable Precinct 2

FROM: Hina D. Naik, Employee Relations Specialist
Human Resources

DATE: April 30, 1998

SUBJECT: Background Checks

On the basis of completion of the review of the background, work history, and reference check by the Human Resources staff, I have no objection to the following individuals working as a reserve deputies for your department:

Ronnie R. Daniels

Percival C. Bryant

Please note that your department will be responsible for placing the item on the agenda for approval by the Commissioner's Court and for securing the bond for these individuals.

These individuals will also need to undergo the Fort Bend County Drug-Testing Training, if approved by Commissioners Court. They may attend the training on any Monday at 8:10 a.m. in the Human Resources Department Training Room. Please note that if you show the Drug-Testing Training video, we must have the sign-in sheet from you.

If you have any questions, please call me at 341-8619.

xc: Julane Tolbert, Human Resources Administrator



APPLICATION
FOR EMPLOYMENT

PLEASE READ CAREFULLY

PRINT OR TYPE/USE BLACK INK

DATE 12-01-97

PERSONAL	FULL NAME - LAST DANIELS		FIRST Ronnie	MIDDLE R	SOCIAL SECURITY NUMBER 455-27-7368
	PRESENT ADDRESS - STREET 2714 GREGWAY LN		CITY MISSOURI CITY TX	STATE TX	ZIP CODE 77459
	LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE SAME				
	RECEIVED BY DEPUTY CHIEF MICHAEL PITT				
WORK SKILLS	NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS 0		DRIVERS LIC. NO. 06909626		
	FEDERAL LAW PROHIBITS THE EMPLOYMENT OF UNAUTHORIZED ALIENS. ALL PERSONS HIRED MUST SUBMIT SATISFACTORY PROOF OF EMPLOYMENT AUTHORIZATION AND IDENTITY WITHIN THREE DAYS OF BEING HIRED. FAILURE TO SUBMIT SUCH PROOF WITHIN THE REQUIRED TIME SHALL RESULT IN IMMEDIATE EMPLOYMENT TERMINATION.				
	NOTIFICATION IN CASE OF EMERGENCY Mrs Sheila Daniels		U.S. CITIZEN/Permanent Resident Alien <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		ALLIANCE REGISTRATION NO.
	NAME 2714 GREGWAY LN				
	ADDRESS MISSOURI CITY TX 77459				
	PHONE 281-499-9233				
	TYPE OF EMPLOYMENT DESIRED <input checked="" type="checkbox"/> FULL TIME <input type="checkbox"/> TEMPORARY <input type="checkbox"/> PART TIME <input type="checkbox"/> SUMMER		SALARY EXPECTED		DATE AVAILABLE FOR WORK A.S.A.P.
	CAN YOU <input checked="" type="checkbox"/> PERFORM SHIFT WORK <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> WORK OVERTIME <input type="checkbox"/> YES <input type="checkbox"/> NO (IF NECESSARY?)				
	HONORARY DEPUTY AND DEPUTY CONSTABLE (CAPTAIN) 2 YEARS				
	SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE BASIC PEPPER OFFICERS CERTIFICATION RADAR CERTIFIED, LATENT FINGER PRINT PISTOL EXPERT, PROFESSIONAL SPEAKER, ETC.				
SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)	TYPING <input checked="" type="checkbox"/> YES	DICTATION <input checked="" type="checkbox"/> YES	OFFICE MACHINES OPERATED Computer set up Configuring Etc. PC MACHINES ETC.		
	OTHER MACHINES OPERATED COPIERS, FAXES ETC.		OTHER SKILLS WORD PERFECT 6.1 LOTUS, WORD 7.0 ETC.		
FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.					
SPEAK		FLUENTLY		GOOD	
READ		FLUENTLY		SPANISH/ITALIAN	
WRITE		FLUENTLY		SPANISH	
NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED					
NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL					
XX					
FROM		TO		MAJOR	
5-81		5-82		Business Law	
8-96		3-97		GRADUATED WITH HONORS	
WORKING ON BACHELLOR'S OF SCIENCE IN CRIMINAL JUSTICE NOW					
CHECK QUARTER OF CLASS IN WHICH YOU STOOD					
IN COLLEGE/TRADE OR BUSINESS SCHOOL					
LIST SPECIAL ACADEMIC HONORS AND SOCIETIES: SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)					
APPOINTED AS SPEAKING ADVISOR TO PRESIDENT OF N.O.B.L.E. TX CHAPTER					
JUDGE of the Peace Assoc. TX Police Assoc. HPD TOASTMASTERS TX Peace Off Assoc					
SUBJECTS OF SPECIAL STUDY OR RESEARCH: COLLEGE OR OTHER					
ENTIRE PRESENTATION FOR 17 YRS					
HOBBIES/LEISURE TIME INTERESTS					
HORSE BACK RIDING, BOWLING, FISHING					

U.S. MILITARY

BRANCH OF SERVICE <i>N/A</i>	FROM (MO/YR)	TO (MO/YR)	RANK OF ENTRY	RANK OF DISCHARGE
WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)			WHAT SPECIALIZED TRAINING DID YOU RECEIVE?	
IF DISCHARGE WAS DISHONORABLE PLEASE GIVE DETAILS				

Give employment record for last 10 years, starting with your present or last employer. Include summer employment if space is insufficient, list on separate page or attach resume for any unemployed or self-employed periods, show dates and location.

DATE FROM & TO		EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
MONTH <i>1</i>	YEAR <i>89</i>	NAME PRESENT OR LAST EMPLOYER <i>Louisa Home Care</i> ADDRESS <i>6420 Richmond Ave #580 HOU, TX</i> NAME OF SUPERVISOR & TELEPHONE NUMBER <i>Mrs Sheila Daniels 77032</i>	<i>Chief Operations Officer</i>	<i>Myself and I are President C.E.O. AND Founder of the largest organization of its kind we made franchise of Houston Business Journal 2-97 GOT PROCLAMATION from Mayor 5-96</i>
MONTH <i>12</i>	YEAR <i>95</i>	NAME PRESENT OR LAST EMPLOYER <i>HARRIS County Pct 7</i> ADDRESS <i>5300 GRIGGS Rd Houston TX</i> NAME OF SUPERVISOR & TELEPHONE NUMBER <i>Mrs. ROBERTA EWING 713(643-6118)</i>	<i>Public Relations Director As Honorary THEN Promoted to Captain AFTER Graduation with High Honors in Academy</i>	<i>Indischarge of all Public Relations and some Negotiating For Consistables and speaking Engagements ordered by Mrs. EWING</i>
MONTH <i>11</i>	YEAR <i>97</i>	NAME PRESENT OR LAST EMPLOYER ADDRESS NAME OF SUPERVISOR & TELEPHONE NUMBER		<i>PLEASE SEE ATTACHED!! TO COLLABORATE MY TERMS AT MY COMPANY.</i>
MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER ADDRESS NAME OF SUPERVISOR & TELEPHONE NUMBER		
MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER ADDRESS NAME OF SUPERVISOR & TELEPHONE NUMBER		

HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE? ☐ YES ☒ NO

HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE? ☐ YES ☒ NO

IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED? ☐ YES ☒ NO

ARE YOU ON LAY-OFF AND SUBJECT TO RECALL? ☐ YES ☒ NO

CAN YOU TRAVEL IF THE JOB REQUIRES IT? ☐ YES ☒ NO

Give names of three persons who are not related to you and are not former employers. These people should have known you for several years.

NAME - INITIALS	LAST NAME	ADDRESS, STREET, CITY, STATE, ZIP CODE	OCCUPATION & PHONE	YEARS KNOWN
<i>DEPUTY CHIEF</i>	<i>M.C. TIPPITT</i>	<i>8710 BERT WOOD Houston TX 77016</i>	<i>DEPUTY CHIEF PCT 7 (15 YRS) 713(643-6118)</i>	<i>2</i>
<i>DEPUTY</i>	<i>JOSEPH CONTRON</i>	<i>2518 KNIGHT CIRCLE STAFFORD TX 77477</i>	<i>DEPUTY PCT 7 281 261-6711</i>	<i>2</i>
<i>CORR. OFF.</i>	<i>GERALD DONOFRIO</i>	<i>9 A Smithville Sugarland TX 77478</i>	<i>CONNECTIONAL OFFICER (17 YRS) 281 (242-0743)</i>	<i>1 1/2 YRS</i>

Give names of relatives, including those by marriage, in the employ of Fort Bend County.

NAME	TYPE OF WORK	LOCATION & PHONE	RELATIONSHIP
<i>N/A</i>	<i>N/A</i>		

Names of our employees you know best.

NAME	LOCATION	NAME	LOCATION
<i>DEPUTY CHIEF M.C. TIPPITT</i>	<i>PCT 2</i>		

Have you been convicted under any criminal law within the past 5 years (excluding traffic violations)? ☒ Yes - Give details ☐ No

May we call your present employer? ☒ Now Yes ☐ No ☐ Later Yes ☐ No

I authorize investigation of all statements contained in this application for employment. I understand misrepresentation or omission of facts called for hereon will be sufficient cause for cancellation of employment consideration or dismissal for the county's service. If I have been employed, I understand employment is subject to a physical examination in which my ability to perform the essential requirements of the job is found to be satisfactory to the County. I understand, if I am employed, evidence of a U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required. I understand, if employed, I will be on probation for the first ninety days of my employment and I will be retained as a full-time employee only if my performance during the probation is satisfactory.

As an employee of Fort Bend County, you have the right to terminate your employment at any time. Fort Bend County retains the same right to terminate your employment, regardless of any other documents, oral or written statements issued by Fort Bend County or its representatives.

SIGNATURE *[Signature]* DATE ISSUED *12-01-97*

This is to inform you that as part of our procedure for processing your application it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. To become a full-time Fort Bend County employee you must pass an Illegal Substance Abuse Screening Test. Those failing the test will not be considered for employment by Fort Bend County for a period of one year.

EMPLOYMENT

REFERENCES

INFO

Abba Indemnity Company

P.O. Box 230367

Houston, Texas 77223-0367

Bond No. 102667

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

COUNTY OF ST. LOUIS

AS PER ORIGINAL

KNOW ALL MEN BY THESE PRESENTS:

That we RONNIE R. DANIELS, as Principal, and **ABBA INDEMNITY COMPANY**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto RUBEN DAVIS CONSTABLE PRECINCT 2 his successors in office, in the sum of **TWO THOUSAND DOLLARS (\$2000.00)**, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 18TH day of DECEMBER, 1997, duly appointed to the office of Deputy constable in and for the County of St. Louis, State of Texas.

Now therefore, I, the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as Deputy Constable aforesaid, and shall to the best of his/her ability, preserve, protect, and defend the Constitution and laws of the United States and of the State of Texas, then this obligation to be void, otherwise to remain in full force and effect.

Dated this 18TH day of DECEMBER, 1997.

Principal RONNIE R. DANIELS

Santana Insurance Agency

By [Signature]

Ruth Santana - Local Agent

Abba Indemnity Company

By [Signature]

Franklyn Wright - President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

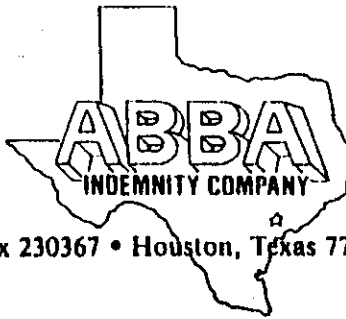
COUNTY OF HARRIS

Before me, the undersigned authority, personally appeared RONNIE R. DANIELS 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 18TH day of DECEMBER, 1997.



[Signature]
Maria T. Rainey
Notary Public in and for the State of Texas
My Commission Expires: MAY 14, 2001



P.O. Box 230367 • Houston, Texas 77223-0367

No. 14003

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Attorney is not valid unless attached to the bond which it authorizes executed. It specifies the LIMIT OF THE AGENT'S AUTHORITY AND THE LIABILITY OF THE COMPANY, HEREIN.

THE AUTHORITY OF THE ATTORNEY-IN-FACT and THE LIABILITY OF THE COMPANY

SHALL NOT EXCEED *****ONE HUNDRED THOUSAND DOLLARS*****

ABBA INDEMNITY COMPANY, a Texas corporation, having its principal office in the City of Houston, State of Texas, does hereby make, constitute and appoint: RUTH SANTANA, REBECCA SANTANA
of HOUSTON, TEXAS

(CITY)

(STATE)

its lawful agent and attorney-in-fact to make, execute, seal, and deliver for and on its behalf as its act and deed any and all undertakings, bonds, contracts of suretyship, *EXCEPT* any guarantee for failure to pay alimony or support payments, or any bond guarantying the repayment of money made available through loans or credits.

USE OF MORE THAN ONE POWER VOIDS THE BOND.

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER-OF-ATTORNEY NUMBER DOES NOT APPEAR IN RED PRINT.

The acknowledgment and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following By-Law adopted by the Board of Directors of Abba Indemnity Co. at a meeting duly called and held on the 7th day of June, 1984:

"The President shall have power and authority to appoint Attorneys-In-Fact, and authorize them to execute, on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other surety and writings obligatory in the nature thereof; and he may at any time in his judgment remove any such appointees and revoke the authority given to them; and with respect to any Certified Copy of any Power of Attorney, the signatures of any issuing or attesting officer, and the seal of the Company, may be affixed to such Power of Attorney or to any certificate relating thereto, by facsimile; and such facsimile signatures and facsimile seals shall be valid and binding on the Company, in the future, with respect to any bond, undertaking or instrument of suretyship to which it is attached."

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of Abba Indemnity Company at a meeting duly called and held on the 7th day of June, 1984:

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President pursuant to the By-Laws appointing and authorizing an Attorney-In-Fact to sign in the name and on behalf of the company surety bonds, underwritings, undertakings or other instruments described in said By-Laws, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, Abba Indemnity Co. has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officers this 1st day of December, 1986.



Ruth Santana
Secretary

ABBA INDEMNITY COMPANY

Franklyn Wright

President

STATE OF TEXAS
COUNTY OF HARRIS

SS:

On this 1st day of December, 1986, before me a Notary Public, personally appeared FRANKLYN Y. WRIGHT and RUTH SANTANA, who being by me duly sworn, acknowledged said instrument to be the voluntary act and deed of said Corporation.

Karen Hillick

Karen Hillick, Notary Public
Notary Public, Harris County, Texas
My Commission Expires: 7-16-88



I, Ruth Santana, the Secretary of Abba Indemnity Co., do hereby certify that the foregoing Power of Attorney and By-Law and Resolution of June 7, 1984, have not been revoked and are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, this 18TH day of DECEMBER, 1986.



Ruth Santana

Secretary

NOTE TO COMPANY REPRESENTATIVE:

Following Execution Report To Be Detached and Returned to Company

FORT BEND COUNTY TEXAS

PURCHASE ORDER

P.O. NUMBER: **PC N3700000382**

SPECIAL INSTRUCTIONS:

PAGE #: **01**

P.O. DATE: **02 04 98**

DELIVER BY: **02 11 98**

BUYER:

CONFIRMING:

FOB:

01

NO

D

VENDOR: **741444527 -**

SHIP TO:

ANIMAL CONTROL

BASS CONSTRUCTION COMPANY INC
3014 AVE I STE 3

2720 BLUME ROAD
ROSENBERG TX 77471

ROSENBERG TX 77471
NELSON I BASS JR

BILL TO:

ANIMAL CONTROL
2720 BLUME ROAD
ROSENBERG TX 77471

AS PER ORIGINAL

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 224	1.000 EA	361,035.600000	361,085.60
202 045 2023 2000 7015 01			
CONSTRUCTION OF ANIMAL CONTROL FACILITY PER BID 97-072			

INV # 4

\$ 54,882.90

AS PER ORIGINAL

PAGE TOTAL: **361,085.60**

GRAND TOTAL: **361,085.60**

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

AUTHORIZED SIGNATURE DATE

RECEIVING REPORT

SIGNATURE OF PURCHASING AGENT

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 3 PAGES

TO OWNER: **Fort Bend County** PROJECT: **Animal Control Facility** APPLICATION NO.: **4.00**
301 Jackson **Rosenberg, Texas** PERIOD TO: **5-04-98**
Richmond, Texas 77469 PROJECT NOS.: **9713**

FROM CONTRACTOR: **Bass Construction Company, Inc.** VIA ARCHITECT: **Don Hartfiel** CONTRACT DATE: **11-12-97**
3014 Ave. 1, Suite 3 **1000 Austin**
Rosenberg, Texas 77471 **Richmond, Texas 77469**

Distribution to:
☐ OWNER
☒ ARCHITECT
☒ CONTRACTOR
☒ Accounting
☒ File

CONTRACT FOR: **Construction for FBC Animal Control Fac.**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 370,343.00
2. Net change by Change Orders \$.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 370,343.00
4. TOTAL COMPLETED & STORED TO DATE \$ 160,087.00
 (Column G on G703)
5. RETAINAGE:
 - a. 10.0 % of Completed Work \$ 16,008.70
 (Columns D + E on G703)
 - b. 10.0 % of Stored Material \$.00
 (Column F on G703)
 - Total Retainage (Line 5a + 5b or
 Total in Column I of G703) \$ 16,008.70
6. TOTAL EARNED LESS RETAINAGE \$ 144,078.30
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ 89,195.40
8. CURRENT PAYMENT DUE \$ 54,882.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 226,264.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	.00	.00
Total approved this Month	.00	.00
TOTALS	.00	.00
NET CHANGES by Change Order	.00	.00

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

CONTRACTOR: **Bass Construction Company, Inc.**

By: [Signature] Date: May 4, 1998

State of: **Texas**
 County of: **Fort Bend**

Subscribed and sworn to before
 me this 4th day of May, 1998

Notary Public: Margie H. Barker
 My Commission expires: 6/17/2000

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 54,882.90

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 5/5/98

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 OF 3

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:

4.00

APPLICATION DATE:

5-04-98

PERIOD TO:

5-04-98

ARCHITECT'S PROJECT NO.:

9713

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G ÷ C)		
1	General	33,659.00	18,680.00	3,691.00		22,371.00	66	11,288.00	2,237.10
2	Site Work	11,650.00	4,659.00			4,659.00	40	6,991.00	465.90
3	Concrete Work	31,455.00	31,455.00			31,455.00	100		3,145.50
4	Masonry	55,020.00		34,963.00		34,963.00	64	20,057.00	3,496.30
6	Carpentry	7,314.00						7,314.00	
7	Waterproofing	1,844.00		1,844.00		1,844.00	100		184.40
8	Doors/Windows	15,914.00		5,728.00		5,728.00	36	10,186.00	572.80
9	Finishes	31,404.00						31,404.00	
10	Specialties	4,990.00						4,990.00	
12	Furnishings	145.00						145.00	
13	Structures	63,098.00	27,180.00	14,755.00		41,935.00	66	21,163.00	4,193.50
15	Mechanical	80,980.00	14,640.00			14,640.00	18	66,340.00	1,464.00
16	Electrical	32,870.00	2,492.00			2,492.00	8	30,378.00	249.20
	Totals	370,343.00	99,106.00	60,981.00	.00	160,087.00	43	210,256.00	16,008.70



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G703-1992

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE **3** OF **3** PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 4.00

APPLICATION DATE: 5-04-98

PERIOD TO: **5-04-98**

ARCHITECT'S PROJECT NO.: 9713

[illegible]

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G703-1992

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AGENDA ITEM
#13

DRAFT

#1

AGENDA FOR 05/12/98

TO: MANDY
FROM: PAULETTE, ENGINEERING

1. **CONSIDER APPROVING APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO BURY CABLE UNDER BERKSHIRE RIDGE DRIVE, ARUNDEL CROSSING DRIVE, COUNTRY BROOK COURT, AND UNDER AND ALONG E. RIVER PARK DRIVE, PCT.1.**
2. **CONSIDER APPROVING APPLICATION FROM SLAB-COR CONSTRUCTION TO CONSTRUCT TEMPORARY COMMERCIAL DRIVEWAY TIE-IN ONTO FRY ROAD, PCT.3.**

I:\WPDATA\LETTERS\ADM\AGENDA\051298.A02

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 12 day of MAY, 19 98, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of SOUTHWESTERN BELL TELEPHONE

Job Location BERKSHIRE RIDGE DR, ARUNDEL CROSSING DR, COUNTRY BROOK CT, E. RIVER PARK DR.

Dated 5-1-98 Bond No. 5893554, Permit No. 81951

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 Meyers, seconded by Commissioner Prentiss, 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

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

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

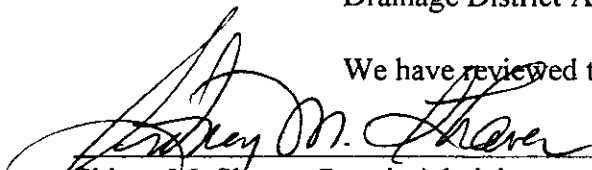
PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81951

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

- ☒ (1) Complete Application Form.
- ☒ a. Name of road, street, and/or drainage ditch affected.
- ☒ b. Vicinity map showing course of direction.
- ☒ c. Plans and specifications.
- ☒ (2) Bond:
- ☒ District Attorney, approval when applicable.
- ☒ Perpetual bond currently posted.
- No. 5893554
- Amount 50,000
- ☐ Performance bond submitted.
- No. _____
- Amount _____
- ☐ Cashier's Check.
- 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.



Sidney M. Shaver, Permit Administrator

5-1-98

Date

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

APPLICANT'S JOB NO. 4532979
PERMIT NO. 81951 PCT. NO. 1
BOND NO. 5893554

AS PER ORIGINAL

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction	Bored	Jacked	Driven	Cased
Berkshire Ridge at Dr. Berkshire Ridge	Intersection of E. River Park Dr.	60'	Bore				
Berkshire Ridge at Dr. Berkshire Ridge	Intersection of Berkshire Ridge Ct.	60'	Bore				
Arundel Crossing Dr.	Intersection of Arundel Crossing Dr. & E. River Park Dr.	60'	Bore				
Country Brook Ct.	Arundel Crossing Dr. & Country Brook Ct.	60'	Bore				
Amherst Ct.	Intersection of Berkshire Ridge Ct. & Amherst Ct.	60'	Bore				
E. River Park Dr.	E. River Park Dr.	50'	Bore				
Drainage Ditch	N/A	100'	Bore				

Along Roads and/or Drainage Ditches

E. River Park Dr.	South from Arundel Crossing To easement on south side of drainage ditch	distance 475'
-------------------	---	---------------

General Description

Place \pm 475 feet of buried cable on east side of E. River Park Dr. going south from Arundel Crossing to easement south of drainage ditch.

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

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: Southwestern Bell Telephone
AGENT and/or OWNER

L. P. Endlich
(Signature)

NAME & TITLE Louis P. Endlich, Mgr.-Eng. Design
(Please Print)


DATE: 4/28/98

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

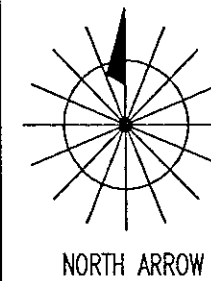
Rosenberg Texas 77471
City State Zip

TELEPHONE NO: 281-341-4314
(accessible 24 hrs/day, 7 days/week)

FT. BEND COUNTY PERMIT

LEGEND	
	PROPOSED SWBT BURIED CABLE

SPECIAL
CIRCUITS N
6203
FORWARDED N
PERMIT
REQUIRED Y



OPERATING RANGE OF JOB STEPS

LINE TO
SPLICE TO
MFRC

TRANSMISSION ZONE
RZ CZ TAPER CODE

CAUTION HIGH VOLTAGE
KV 12.5 AERIAL N BURIED Y

POLE CONTACTS (+) (-)
PWR CO H L & P

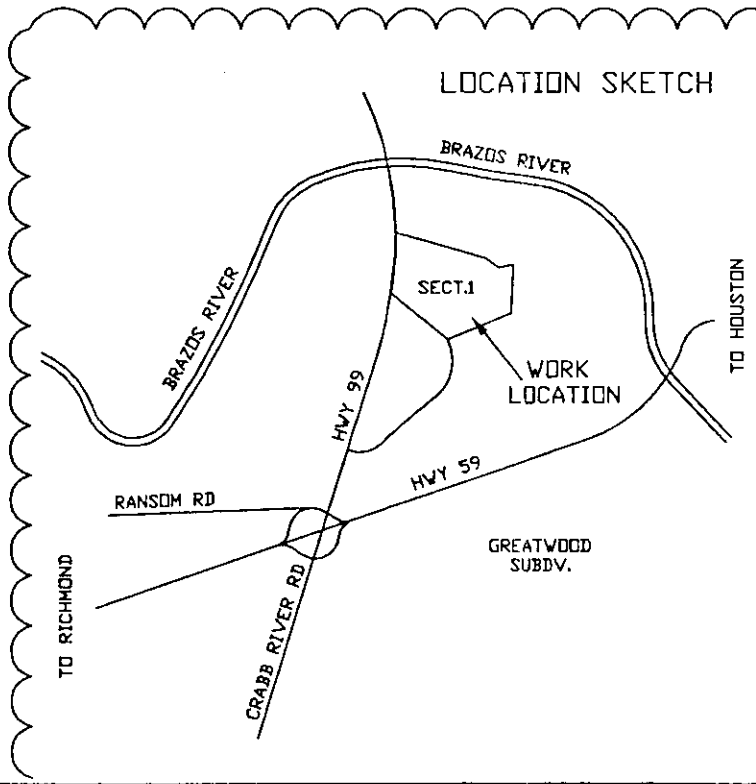
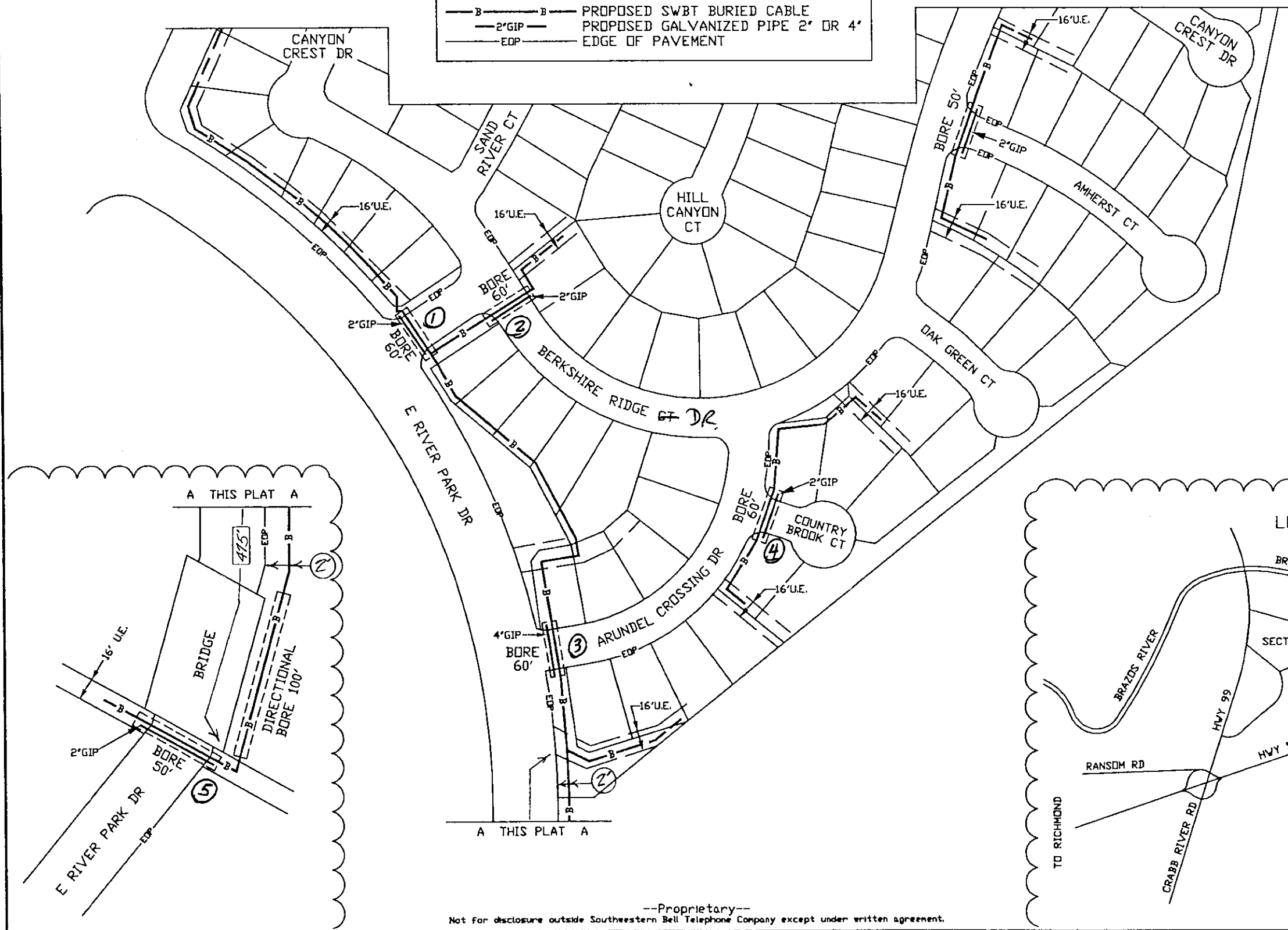
NOTES

ENGR : SHARON CANADA

TN : 281-341-4304

ORDER NO. 4532979

TOT.PRINTS PRINT NO. P
NPA/NNX: 281-232 PRT:
EXCH. RICH-ROSE
TAX DIST. FG009
GEO LOC. W89232
ENGR. SC DRAWN RAG
TELEPHONE NO. (281) 341-4304
REC. REF.
MAP REF. SEE SKETCH
SCALE NONE
ISSUE DATE
DATE REV.
JOB TITLE RIVER PARK SEC-1



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

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 12 day of MAY, 19 98, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of SLAB-COR CONST

Job Location FRY

Dated 5-1-98 Bond No. 6424496, Permit No. 81950

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 Meyers, seconded by Commissioner Prestage, 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 3/16/98

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
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. 81950

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. 6424496
- Amount 2,000
- Cashier's Check.
- No. _____
- Amount _____
- _____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct Engineer Acknowledgement

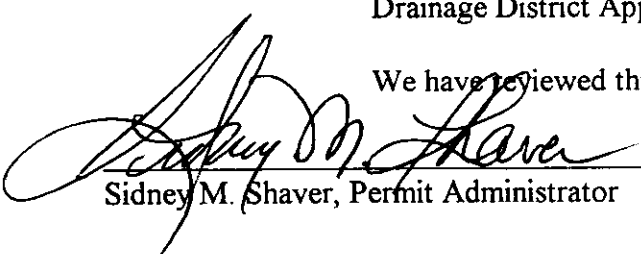
Date

Precinct Commissioner Acknowledgement

Date

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

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


Sidney M. Shaver, Permit Administrator

5-1-98
Date

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

AUTHORIZED

BOND NO 6424496

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

SLABCOR

THAT WE, CONSTRUCTION whose address is 11246 CONCHO

HOUSTON

, Texas, hereinafter called the Principal, and UNIVERSAL SURETY OF AMERICA

a Corporation existing under and by virtue of the laws of the State of

TEXAS

and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at 950 Echo Ln #250

Houston TX 77024

, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is PETER LOZADA

950 Echo Ln #250

and whose address is Houston TX 77024 hereinafter called the Surety, and held and firmly bound

unto, Michael D. Rozell, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of TWO THOUSAND Dollars (\$*2,000.00) current, lawful money of the United States of America, to be paid to said Michael D. Rozell, 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 30th day of APRIL, 1998.

SLABCOR CONSTRUCTION

PRINCIPAL

BY

Frank Cortez
FRANK CORTEZ, AGENT

SURETY

UNIVERSAL SURETY OF AMERICA

BY:

Paula Patterson
ATTORNEY IN FACT-PAULA PATTERSON



I:\WPDATA\PROCED\PERMIT

Cct 5/12/98 #13/2

Get to M Webb

UNIVERSAL SURETY OF AMERICA

P.O. BOX 1068 •Houston, Texas 77251-1068

GENERAL POWER OF ATTORNEY - CERTIFIED COPY

Agency Information
7008433
Lovett Agency

GPA#

TX 6424496 00

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint

James V. Felker

Paula Patterson

of Houston and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed \$250,000.00 unless such is accompanied by letter of authority signed by the President, Secretary or Executive Vice President of Universal Surety of America.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the stated limitations, and such authority is to continue in force until 12/31/1999. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

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

"RESOLVED that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 30th day of September, A.D., 1996.

UNIVERSAL SURETY OF AMERICA

State of Texas

ss:

County of Harris



John Knox, Jr.

President

On this 30th day of September, in the year 1996, before me, Rhonda Kay Wilke, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation herein named and acknowledged to me that the corporation executed it.



Rhonda Kay Wilke

Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in effect.

GIVEN under my hand and the seal of said company, at Houston, Texas, this 30th day of April, 1998.

Assistant Secretary



Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may telephone (713) 722-4600.

4451-4500/050

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. 81950 PCT. NO. 3

BOND NO. 6424496

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

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

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

Along Roads and/or Drainage Ditches

Road or Ditch Name	: Distance & Direction From Nearest Intersection	: To Distance
<u>5430</u> <u>S-FRY</u>	: <u>1300' W. of MASON</u>	: <u>TEMPORARY DRIVEWAY TIE-IN</u>
:	:	:
:	:	:

General Description

TEMPORARY: App 12x12 Concrete Entry w 5' Radius

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

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: SLAB-COR Const.
AGENT and/or OWNER

Kevin Cortez
(Signature)

NAME & TITLE KEVIN CORTEZ OWNER
(Please Print)

DATE: 4-22-98

ADDRESS: 11246 Concho St.
(Street/P.O. Box)

Houston Tx. 77072
City State Zip

TELEPHONE NO: 281-933-1025
(accessible 24 hrs/day, 7 days/week)

REV. 4/8/91

C:\WP51\FORM\PERMIT\CCPLA\PRMITAPP

GRAND LAKES
 "Builders Construction Site
 Office Plan" ****
 #5430 (1,2,3,4,5)
 SOUTH FRY ROAD

1250' N
 Sewer Flow Lead
 (100' in 8" B.O. 100')
 (Cleanouts & 100' sp.)

Sewer Trench
 12" x 4" (5' x 10' x 10')

Storage Greenbelt
 (50' x 100')

BAJA INTERESTS
 B1
 Power Meter
 (500' to each tower)
 100' x 100' Pad Site
 (100' x 100')

Water Trench
 12" x 4" (5' x 10' x 10')

Water Lead
 (100' in 8" B.O. 100')

3 Strand
 Bare Wire
 Fence
 (540')

Exst. Sewer
 M/H
 16' depth (per plan)

Exst. Old
 Fence

West
 Bound

FRY ROAD

East
 Bound

12" Old Low
 Entry (RSC
 per plan &
 bond)

Exst. Ground
 Obstruction

PATRICK L. MATOCHA
 PRESIDENT
 12/1/2006

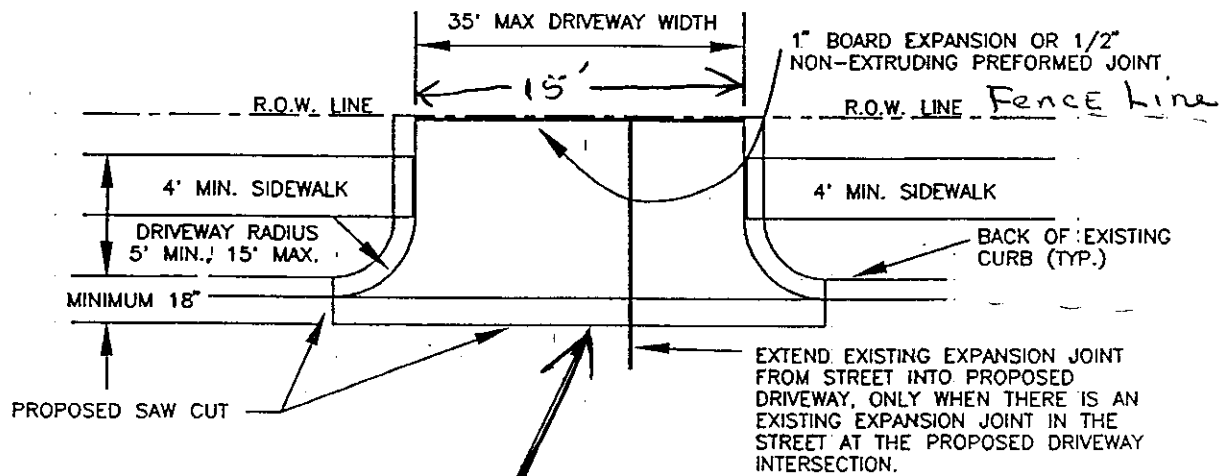
KEY 4852

281-275-1762

ECO Resource - CAROL

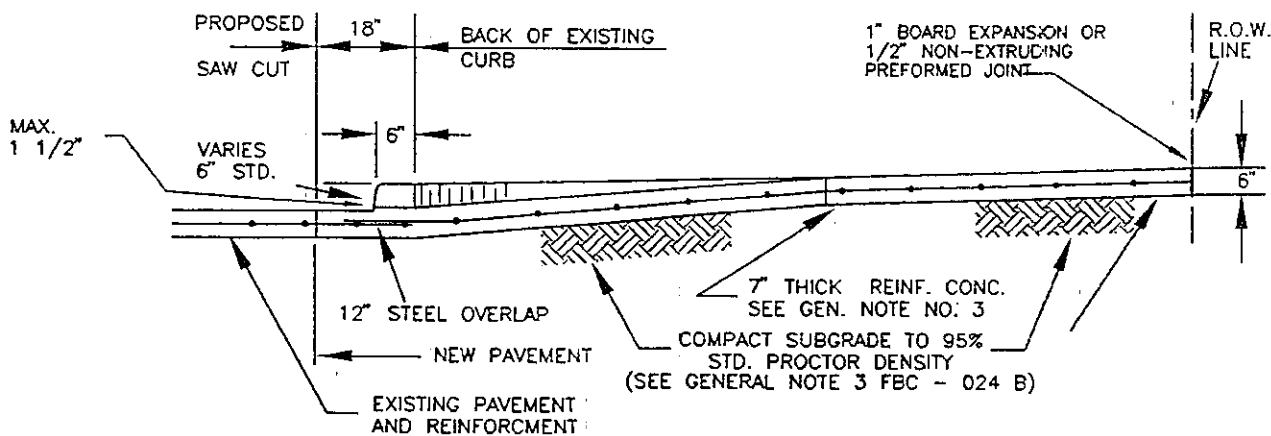
WHEN A COMMERCIAL SIDEWALK, DRIVEWAY OR CURB OR GUTTER IS CONSTRUCTED, RECONSTRUCTED, REPAIRED OR REGARDED ON COUNTY RIGHT-OF-WAY. FOR USE WITH CONCRETE OR ASPALT CURBED TYPE STREETS, USE SECTIONS APPLICABLE.

A. USE FOR ALL PROPOSED EXISTING CURB REMOVAL FOR DRIVEWAYS



Contractor: SLAB-COR-Const. 281-933-1025
 Job: 5430 S. FRY: BRAND LAKES Construction Site

B. USE FOR ALL PROPOSED DRIVES ON CURBED TYPE STREETS



DRIVEWAYS ON CURB
 TYPE STREETS
 COMMERCIAL AREA

APPROVED BY:

LOUIS E. HOOD, P.E.

DATE DRAWN: 10-5-95

REVISED:

DRAWN BY:

L. BRDECKA

DRAWING NO.:

FBC-025A

FORT BEND COUNTY ENGINEERING DEPARTMENT



RISK MANAGEMENT / INSURANCE DEPARTMENT
FORT BEND COUNTY, TEXAS

14

TO: Judge Michael Rozell
Commissioners Court

FROM: Sandy Kucera
Fort Bend County Risk Management

DATE: May 5, 1998

RE: Commissioners Court Consent Agenda

Please place the following item on the Commissioners Court consent agenda for May 12, 1998.

1. Consider authorizing payments for damages to County vehicles and non-County vehicles.

Funding source for these payments: 010 068 0680 0550

582.60+
81.19+
1,065.43+
84.44+
81.73+
1,895.39*

To: SANDY KUCERA
From: Julia Beyersdorf
Subject: CITY OF MISSOURI
Date: April 28, 1998

MEMORANDUM

OUR CLAIM #: 011480-000716-AD-01
COUNTY DRIVER: Roger Koutz
Date of loss: 4-13-98

This memo is submitted to be presented at next Commissioners' Court for authorization of funds.

FACTS:

County employee, Roger Koutz was backing ambulance and did not see pickup with tail gate down, struck tailgate with back of ambulance.

CLAIMANT:

City of Missouri, 94 Chevy Cheyenne

PROPERTY DAMAGE:

Auto Truck Appraisers inspected the City of Missouri vehicle, total cost to repair amounted to \$582.60.

COMMENTS:

Please advise if Commissioners authorize funds for payment of repairs to the vehicle owned by the City of Missouri. If funds are approved payment should be issued as follows:

1. City of Missouri, PO Box 666, Missouri City TX 77459
Attention: Kevin Dickson
Amount: \$582.60
2. Auto Truck Appraisers
2230 Elmgate, Houston TX 77080
amount: \$81.19, invoice #31233-GB
attn: Glenn Seidel
Tax id #: 76-0217878

AS PER ORIGINAL


MATERIAL DAMAGE ADJUSTER'S CLOSING REPORT

Adjuster

Julia B.

Date

4-21-98

INSURED		PHONE	POLICY OR CLAIM NO.	
CLAIMANT <i>Missouri City Fire Dept.</i>				
OLD DAMAGE			POINT OF IMPACT → 	
INSPECTION LOCATION <i>Fire Station - Missouri City, TX</i>				
RADIO <input type="checkbox"/> CRUISE <input type="checkbox"/> NONE <input type="checkbox"/> CONTROL <input type="checkbox"/> AM <input checked="" type="checkbox"/> TILT WHEEL <input type="checkbox"/> FM STEREO <input checked="" type="checkbox"/> VINYL TOP <input type="checkbox"/> CASSETTE <input checked="" type="checkbox"/>		CUSTOM WHEELS <input type="checkbox"/> WIRE WHEEL COVERS <input type="checkbox"/> PAINT <i>Good</i> INTERIOR <i>Good</i>		REPAIR COST AGREED PRICE \$ <i>582.60</i> BETTERMENT \$ _____ DEDUCTIBLE \$ _____ TOTAL DED. \$ _____ SETTLEMENT AMOUNT \$ <i>582.60</i>
TRANSMISSION <input type="checkbox"/> ROOF <input type="checkbox"/> AUTOMATIC <input type="checkbox"/> SUN ROOF <input type="checkbox"/> 4 SPEED <input type="checkbox"/> MANUAL <input type="checkbox"/> 5 SPEED <input type="checkbox"/> ELECTRIC <input type="checkbox"/> T-TOP <input type="checkbox"/> MOON ROOF <input type="checkbox"/>		TIRE REMAINING % <i>Good</i> LF RF LR RR		
POWER STEERING <input type="checkbox"/> BRAKES <input checked="" type="checkbox"/> WINDOWS <input type="checkbox"/> SEATS <input type="checkbox"/> DOOR LOCKS <input type="checkbox"/> FACTORY AC <input type="checkbox"/>		SPECIAL EQUIPMENT NUMBER OF DAYS TO REPAIR <i>2</i> <input type="checkbox"/> NADA <input type="checkbox"/> RED BOOK TOTAL LOSS TRANSPORTATION VEHICLE ONLY SALVAGE POOL <input type="checkbox"/> YES <input type="checkbox"/> NO NAME OF POOL PERMISSION <input type="checkbox"/> YES <input type="checkbox"/> NO BY WHOM		
DEALERSHIP		PHONE	DESCRIPTION OF AUTO	CASH PRICE STOCK YES NO
SALVAGE BIDS: <input type="checkbox"/> PHONE LISTED BELOW		SALVAGE MOVED: <input type="checkbox"/> YES <input type="checkbox"/> NO		
BUYER		BID		
REMARKS (explain how arrived at book value) <i>Callused damage to Tailgate on left top corner - at impact gate was in down position</i>				

DATE ASSIGNED

4-15

DATE INSPECTED

4-21

INSPECTION MADE BY

SHOP COPY OF ESTIMATE HAS BEEN:

 FURNISHED TO SHOP OWNER ☐
 FURNISHED TO OWNER ☐
 HELD IN FILE ☐

RECEIVED

APR 21 1998

GALLAGHER BASSETT
HOUSTON, TEXAS

TRUCK AUTO APPRAISERS

2230 ELMGATE 457-8800 HOUSTON, TEXAS 77060

DATE: 4-21-98
 APPRAISER: [Signature]
 LOCATION: Houston City
 LICENSE #: 650-147
 SPEEDOMETER: 19281
 VIN: 1GCGC33E8R135007

COMPANY: Gallagher Bassett
 FIRST PARTY: UNIT # 3135
 YEAR: 94
 MAKE: Chevy
 MODEL: Chevelle

ASSIGNED BY: [Signature]
 THIRD PARTY: Houston City
 CH - Overhaul
 S - Straighten
 R - Repair

FRONT		NET	HRS.	PARTS	FRONT		NET	HRS.	PARTS
Bumper					Horn				
Arms					Headlamp				
Valance					Door				
					Seal Beam				
Gravel Guard					Battery				
					Part's Lamp				
Wheel									
Hub Cap Disc.									
Steer's Wheel					Hood				
Horn Ring					Hood Mould'g				
Wp. Cont. Arm-Stub					Hood Lock Plt				
Lt. Cont. Arm-Stub					Hood Hinges				
Knuckle					Ornament				
Frt. System					Ext.				
Tire					Fender Right				
					Moulding				
Motor Supp't					Name Plate				
					Skirt				
Grill Panel					Aerial				
Grill					Ext.				
Moulding					Fender Left				
					Moulding				
					Name Plate				
Extension					Skirt				
Ext. Mould'g									
					Windsh'd Clew				
					Moulding				
Air Cond.					Frame				
Condenser									
Receiver									
					Roof				
Radiat'r Core									
Core Supp't									
Fan & Clutch					Cowl				
Water Pump									
Shroud									

REPAIRER: [Signature]
 EQUIPMENT: ☐ AM Radio ☐ AM-FM Radio ☐ AM-FM Stereo ☐ Tape Deck ☐ Heater
☐ P. Brakes ☐ P. Steer ☐ Air
 CONDITION: ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ Very Poor
 TIRES: LF _____ RF _____ RR _____ LR _____ SPARE _____
 Transmission: _____ Motor: _____ Other Equipment: _____

REAR	NET	HRS.	PARTS
Bumper			
Arms			
Valance			
Lower Panel			
Floor			
Quarter R. Door			
Quarter L. Door			
Quarter Ext. Post			
Moulding			
R. [Signature]		20	1520
R. [Signature]		12	2100
R. [Signature]		4	2060
Tail Light			
Tail Pipe			
Gas Tank			
Door			
Glass Tint Clear			
Door Handle			
Moulding			
Lock			
Door			
Glass Tint Clear			
Door Handle			
Moulding			
Lock			
Seat			
Cent'r Post			
Rocker Panel			
Moulding			
Painting [Signature]		8100	415
GROSS TOTAL	8100	91	24680
LABOR	25480		
NET			24680
APR 27 1998			8100
RECEIVED			
GALLAGHER BASSETT			
HOUSTON, TEXAS			
TOTAL REPAIRS			53260

KIND OF LOSS: ☒ Collision ☐ Vandalism ☐ Fire
☐ Theft ☐ Water ☐ Other ☐ Other Remarks (Back)

TRUCK
AUTO APPRAISERS INC.

2230 ELMGATE

467-8898

HOUSTON, TEXAS

77080

INVOICE 31233-66

CLAIM NO. _____

INS. CO. Gallegos Bros ASSURED _____
STREET ADDRESS 1800 W. Loop CLAIMANT Missouri City, Tex Dept.
CITY Houston STATE TX ZIP 77027 DATE 4-21-98

ADJUSTER Julian

FEE.....	\$ <u>6500</u>
MILEAGE..... <u>Missouri City, TX.</u>	<u>1000</u>
PHOTOS..... <u>(2)</u>	<u>nc</u>
MISC.....	
SALES TAX.....	<u>619</u>
DATE ASSIGNED <u>4-15</u>	DATE INSPECTED <u>4-21</u>
	Thank You
	TOTAL \$ <u>8119</u>

To: SANDY KUCERA
From: Julia Beyersdorf
Subject: MD BEALE
Date: May 4, 1998

MEMORANDUM

OUR CLAIM #: 011480-000717-AP-01
COUNTY DRIVER: MD BEALE
DATE OF LOSS: 4-9-98

This memo is submitted to be presented at next Commissioners' Court for authorization of funds.

FACTS:

County employee MD Beale was struck by other driver at the intersection of Clear Lake City Blvd and Park Center.

PROPERTY DAMAGE:

Auto Truck Appraisers inspected the County vehicle, assessed damages in the amount of \$1916.19. Mike Hall Chevrolet has submitted bid and agreed to repair the County vehicle for the cost of \$1065.43.

COMMENTS:

Please advise if Commissioners authorize funds for repairs to County vehicle. If funds are approved payment should be issued as follows:

1. Mike Hall Chevrolet, 8100 S. Hwy 6, Houston TX 77083
attention: W. Tucker
Amount: \$1065.43
2. Auto Truck Appraisers, 2230 Elmgate, Houston TX 77080
amount: \$84.44, invoice # 31232-GB,
attention: Glenn Seidel
Tax Id #: 76-0217878

DAMAGE REPORT
04/21/98 at 13:35

FORT BEND VEH.MAINT.
D.R. 10827-0007889
Est: W. TUCKER

MIKE HALL CHEVROLET
CUSTOMER SATISFACTION IS # 1
8100 S. HWY 6
HOUSTON, TX 77083-
(281) 983-9820

Owner: FORT BEND VEH.MAINT.
Address: 230 LEGION
RICHMOND TX 77469

Day Phone: (281) 341-4790-
Other Ph: (281) 341-4799-
Deductible: \$ 0.00

Insurance Co.:
Claim No.:

Phone:
Adj.:

95 FORD F150 4X2 XL 2D SHORT SILVER 8-5.0L-FI
Vin: 1FTEF15N2SLA88453 License: 655183 TX Prod Date: 0/ 0 Odometer: 0

Power steering
Dual mirrors
Driver airbag

Power brakes
Auxiliary fuel tank
Clear coat paint

Tinted glass
Anti-lock brakes (2)

NO.	OP.	DESCRIPTION OF DAMAGE	QTY	PART COST	LABOR	PAINT	MISC
1		FRONT BUMPER					
2		O/H Front Bumper	1	0.00	1.5	0.0	
3**	Rpl	A/M Fc br w/o lghtnng or trb d	1	0.00	Incl	0.0	T 186.00*
4	Rpl	Filler upper	1	97.56	Incl	1.0	
5		Add for Clear Coat	1	0.00	0.0	0.4	
6		GRILLE					
7	Rpl	Reinf panel	1	159.90	3.1	0.0	
8		FRONT LAMPS					
9**	Rpl	A/M LT Park lamp lens	1	0.00	Incl	0.0	T 57.06*
10**	Rpl	A/M LT Side marker lamp	1	0.00	Incl	0.0	T 24.00*
11**	Rpl	A/M LT Bezel w/o lightning bla	1	0.00	0.8	0.0	T 45.00*
12		FENDER					
13**	Rpl	A/M-CAPA LT Fender	1	0.00	2.5	2.6	T 114.00*
14		Overlap Major Adjacent Panel	1	0.00	0.0	-0.4	
15		Add for Clear Coat	1	0.00	0.0	0.4	
16		Add for Edging	1	0.00	0.0	0.9	
17		Deduct for Overlap	1	0.00	-0.5	0.0	
18		COOLING					
19*	Rpr	Radiator support	1	0.00	1.0*	0.0*	
20		FRONT DOOR					
21*	Rpr	RT Dr shll w/o lw mnt mrrr	1	0.00	4.0*	2.0*	
22		Add for Clear Coat	1	0.00	0.0	0.4	
Subtotals ==>				257.46	12.4	7.3	426.06

DAMAGE REPORT
04/21/98 at 13:35

FORT BEND VEH.MAINT.
D.R. 10827-0007889
Est: W. TUCKER

MIKE HALL CHEVROLET
CUSTOMER SATISFACTION IS # 1
8100 S. HWY 6
HOUSTON, TX 77083-
(281) 983-9820

Parts		257.46
Parts Discount \$	257.46 - 20%	-51.49
Labor	12.4 units @ \$22.00	272.80
Paint	7.3 units @ \$22.00	160.60
Sublet/Misc		426.06

SUBTOTAL		\$ 1065.43
Tax on \$	632.03 at 0.0000%	0.00

GRAND TOTAL		\$ 1065.43

ALL ESTIMATES ARE BASED ON VISUAL INSPECTION. UPON DISASSEMBLY AND
INTERNAL INSPECTION OF DAMAGE, ADDITIONAL PARTS AND LABOR MAY BE
REQUIRED WHICH WERE NOT EVIDENT UPON INITIAL INSPECTION.

Estimate based on MOTOR CRASH ESTIMATING GUIDE.

Non-asterisk(*) items are derived from the Guide DR2MA92. Database Date 4/98.
Double asterisk(**) items indicate part supplied by a supplier other than the
original equipment manufacturer.

CAPA items have been certified for fit and finish by the Certified Auto Parts
Association.

EZEest - A product of CCC Information Services Inc.

TRACK
AUTO APPRAISERS INC.

2230 ELMGATE 467-8898 HOUSTON, TEXAS 77080

INVOICE 31232-GB

CLAIM NO. 01M80-000717AP-01

INS. CO. Gallagher Bassett ASSURED ABC Shuff Dept
STREET ADDRESS 1800 W Loop CLAIMANT #20K
CITY Houston STATE TX ZIP 77027 DATE 4-16-98

ADJUSTER Julia

FEE..... \$ 5.00
MILEAGE... Richmond, Tx 7000
PHOTOS..... 2 inc
MISC..... office expens 300
SALES TAX..... 6.44

DATE ASSIGNED 4-15 DATE INSPECTED 4-16
Thank You

TOTAL \$ 84.44

RECEIVED
GALLAGHER BASSETT
HOUSTON
APR 22 AM 11:30

To: SANDY KUCERA
From: Julia Beyersdorf
Subject: FORT BEND CONSTABLE #1
Date: May 4, 1998

MEMORANDUM

OUR CLAIM #: 011480-000713-AP-01
COUNTY DRIVER: KIMBERLY HOLMES
DATE OF LOSS: 4-3-98

This memo is submitted to be presented at next Commissioners' Court for authorization of funds.

FACTS:

County employee K. Holmes was struck by other driver at the intersection of US 90A and FM 723, other vehicle failed to yield ROW-Turning left.

PROPERTY DAMAGE:

Auto Truck Appraisers inspected the County vehicle, determined that vehicle was a total loss. Actual current value (ACV) is \$6525.00

SUBROGATION:

To be pursued against responsible party.

COMMENTS:

Please advise if Commissioners authorize funds for the ACV of County vehicle for use in replacing this vehicle. If funds are approved payment should be issued as follows:

1. Auto Truck Appraisers, 2230 Elmgate, Houston TX 77080
amount: \$81.73, invoice # 31230-GB,
attention: Glenn Seidel
Tax Id #: 76-0217878

TRUCK
AUTO APPRAISERS INC.

2230 ELMGATE

467-8898

HOUSTON, TEXAS

77060

INVOICE 31230-GB

CLAIM NO.

011430 - 000713-AP-01

INS. CO. Hallaghen Bassett ASSURED 160-Const Precinct 1
STREET ADDRESS 1800 W Loop CLAIMANT H-1-20
CITY Houston STATE TX ZIP 77027 DATE 4-8-98

ADJUSTER

Jalea

FEE..... \$ 125.00
MILEAGE..... NC
PHOTOS..... NC
MISC. office expense - ACV-Total loss 1050
SALES TAX..... 623


DATE ASSIGNED 4-7 DATE INSPECTED 4-8

Thank You

TOTAL \$ 81.73

MATERIAL DAMAGE ADJUSTER'S CLOSING REPORT

Adjuster Julia Date 4-8-98

INSURED <u>460 Constable Precinct 1-</u>		PHONE	POLICY OR CLAIM NO.	
CLAIMANT <u># 1-20</u>				
OLD DAMAGE			POINT OF IMPACT 	
INSPECTION LOCATION <u>Richmond, TX.</u>				
RADIO <input type="checkbox"/> NONE <input type="checkbox"/> AM <input type="checkbox"/> FM STEREO <input type="checkbox"/> CASSETTE TRANSMISSION <input type="checkbox"/> AUTOMATIC <input checked="" type="checkbox"/> 4 SPEED <input type="checkbox"/> 5 SPEED POWER STEERING <input checked="" type="checkbox"/> BRAKES <input checked="" type="checkbox"/> WINDOWS <input checked="" type="checkbox"/> SEATS <input type="checkbox"/> DOOR LOCKS <input checked="" type="checkbox"/> FACTORY AC <input checked="" type="checkbox"/>		CRUISE CONTROL <input type="checkbox"/> TILT WHEEL <input checked="" type="checkbox"/> VINYL TOP <input type="checkbox"/> ROOF <input type="checkbox"/> SUN ROOF <input type="checkbox"/> MANUAL <input type="checkbox"/> ELECTRIC <input type="checkbox"/> T-TOP <input type="checkbox"/> MOON ROOF <input type="checkbox"/>		
CUSTOM WHEELS <input type="checkbox"/> WIRE WHEEL COVERS <input type="checkbox"/> PAINT <u>good</u> SHOCKS <u>VR</u> TIRES <u>LE</u> <u>RF</u> <u>LR</u> <u>RR</u> REMAINING % <u>90%</u> INTERIOR <u>good</u>		REPAIR COST AGREED PRICE <u>\$ 5942.79</u> BETTERMENT DEDUCTIBLE TOTAL DED. SETTLEMENT AMOUNT		
SPECIAL EQUIPMENT		TOTAL LOSS BASIS		
NUMBER OF DAYS TO REPAIR		BOOK VALUE <u>Reflected less mileage deduction</u> <u>\$ 7500.00</u> MARKET VALUE TRANSPORTATION VALUE A.C.V. <u>Reflects split book</u> <u>\$ 6525.00</u> DEDUCTIBLE SETTLEMENT AMOUNT		
TOTAL LOSS TRANSPORTATION VEHICLE ONLY				
SALVAGE POOL <input type="checkbox"/> YES <input type="checkbox"/> NO		NAME OF POOL		
PERMISSION <input type="checkbox"/> YES <input type="checkbox"/> NO		BY WHOM		
DEALERSHIP	PHONE	DESCRIPTION OF AUTO	CASH PRICE	STOCK <input type="checkbox"/> YES <input type="checkbox"/> NO
SALVAGE BIDS: <input type="checkbox"/> PHONE LISTED BELOW <input type="checkbox"/> MAIL REQUESTED FROM BELOW		SALVAGE MOVED: <input type="checkbox"/> YES <input type="checkbox"/> NO		
BUYER <u>Salvage south</u>		PHONE NO.	BID	
REMARKS (explain here how arrived at book value) <u>7050- base 9000.00</u> <u>High 7500.00</u> <u>100- PW 100.00</u> <u>LOW 5550.00</u> <u>7150- HAH 9100.00</u> <u>21 13,050 16525.00 split</u> <u>(1600) mileage (1600.00)</u> <u>book</u> <u>5550</u> <u>2500.00</u>				

DATE ASSIGNED 4-6
DATE INSPECTED 4-8

INSPECTION MADE BY Alvin Seid
 SHOP COPY OF ESTIMATE HAS BEEN:
 FURNISHED TO SHOP OWNER ☐
 FURNISHED ATO OWNER ☐
 HELD IN FILE ☒

AS PER ORIGINAL



AGENDA ITEM
#15
COUNTY ATTORNEY
Fort Bend County, Texas

BEN W. "Bud" CHILDERS
County Attorney

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

TO: Mandi Bronsell
cc: Commissioners

FROM: Laura Johnson

DATE: 4/29/98

SUBJECT: Agenda item

Please place the following on the May 12, 1998 agenda for consideration by the Court:

Under Sheriff's Department

Renewal Interlocal Agreement between Fort Bend County
and Village of Fairchilds for use of County's Public Safety
Radio System

Thanks

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE THE
INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND VILLAGE OF FAIRCHILDS**

On this the 12th day of May, 1998, the Commissioners Court of Fort Bend
County, Texas, upon motion of Commissioner Mejia, seconded by
Commissioner Prestage duly put and carried;

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute the
renewal Radio Agreement with Village of Fairchilds for the use of county's public safety radio
system. Agreement is attached hereto for all purposes as though fully set forth herein word for word.

STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners' Court ("**County**"), and the **Village of Fairchilds**, a municipal corporation of the State of Texas ("**Village**")

WITNESSETH:

THAT WHEREAS, the **County** has a trunked 800 Megahertz Public Safety Radio System and is duly licensed by the Federal Communications Commission ("FCC") for operation of same; and

WHEREAS, the **County** desires to accommodate additional Radio Units on its Radio System under a **County** managed and controlled plan of such system; and,

WHEREAS, the **County** desires to accommodate the **Village's** Radio Units on a maintenance plan contracted by the **County** with a private vendor; and,

WHEREAS, the **Village** desires to use **County's** Radio System to communicate among its various radio units on a Primary Dispatch System; and

WHEREAS, the governing body of **County** has duly authorized this Agreement; and

WHEREAS, the governing body of **Village** has duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to the TEX. GOV. CODE § 791.001 et seq, the Interlocal Cooperation Act (Vernon 1993);

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the **County** and **Village** hereby agree as follows:

I.
DEFINITIONS

1.01 "Primary Dispatch System" - A communications system upon which the **Village**, its agents, employees or assigns rely primarily when it desires to or attempts the engagement of radio communications or radio transmissions of energy among its radio units.

1.02 "Priority Access" - An assigned level of system access which determines the choice of access to the radio system between two or more units seeking use simultaneously.

1.03 "Radio System" - A trunked 800 Megahertz Public Safety Radio System owned by the **County**, and licensed by the FCC, that enables the engagement of radio communications or radio transmissions of energy via radio units in accordance with technical specifications.

1.04 "Radio Unit" - Mobile, stationary or portable radio communication units communicating among themselves at certain air wave frequencies.

1.05 "Systems Code Identification Number" - An identification number that allows radio units to gain access to the Radio System thereby enabling the radio units to communicate among themselves at certain air wave frequencies.

II.
OBLIGATIONS OF COUNTY

2.01 The **County** agrees that during the term of this Agreement it shall:

- (a) Allow the **Village** to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System.

- (b) Provide to the **Village** a Systems Code Identification Number that will access the **County's** Radio System thereby providing a Primary Dispatch System for the **Village's** Radio Units, up to a maximum of 5 units. The **Village** shall advise the **County**, in writing, of the number of units it will have on the system. Any decision to include the **Village's** Radio Units must be made contemporaneously and be attached as **Village's** Exhibit "A" to this agreement and be incorporated herein for all purposes subject to any terms of cancellation herein.
- (c) Allow the **Village** to cover the Radio Units described in **Village's** Exhibit "A" under a **County** controlled maintenance agreement with a private vendor. Any decision to place any Radio Units by the **Village** under the **County's** maintenance agreement must be made contemporaneously and the list of units to be maintained be attached as **Village's** Exhibit "B" and be incorporated herein for all purposes.
- (d) Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- (e) In the event the **Village** notifies the **County** pursuant to paragraph 3(b) below that any one or more of its Radio units listed herein have become lost or stolen, the **County** will take any reasonable steps necessary to prevent such lost or stolen Radio Units from gaining access to the Radio System and will attempt to disable the lost or stolen unit.
- (f) Provide for the same level of Priority Access for the **Village** as for the **County**. All maintenance fees (at the published contract rate) are to be included in the regular billing statement. **County** has sole authority to negotiate the **County's** maintenance contract with the vendor.

III. OBLIGATIONS OF CITY

3.01 The **Village** agrees that during the term of this Agreement it shall:

- (a) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be used in the **County's** Radio System, including model number and serial number to be attached to this agreement as **Village's** Exhibit "A" and incorporated herein for all purposes. Furthermore, should the **Village** desire to increase or

decrease the number of Radio Units listed in paragraph 2.01(b), above, that have access to the Radio System, the **Village** shall notify the **County**, in writing, at least ten days in advance of the effective date of the change. The **Village** may not increase the number of Units above the maximum number stated in 2.01(b) above.

- (b) In the event that any one or more of the Radio Units listed in paragraph 2(b) above becomes lost or stolen, the **Village** agrees to notify the **County** of same within twenty-four hours that the **Village** knows or has reason to know that such Radio Unit or Units have become lost or stolen.
- (c) Use the System Code Identification Number described herein to access the **County's** Radio System as a Primary Dispatch System.
- (d) Assume responsibility for providing the County with a list of each and every Radio Unit to be included in the maintenance agreement to be attached as **Village's** Exhibit "B". The **County** assumes no obligation regarding which units are to be on the maintenance agreement other than those listed in **Village's** Exhibit "B".
- (e) To observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- (f) Recognize that applicable FCC and other statutes, laws, rules and regulations may change from time to time and that accordingly the **County** in its sole discretion has the right without liability to modify this Agreement to comply with any such changes subject to the other terms of this Agreement.

IV. ASSIGNABILITY

4.01 This Agreement is for the benefit of the **Village**, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer Fire Department) and it shall not be assigned in whole or in part by the **Village** to any third party without prior written consent of the County. If requested, in writing, the billing can be itemized to reflect different agencies or departments.

V.
PAYMENT OF FEES

5.01 The **Village** shall pay the **County** the sum of **EIGHT DOLLARS AND 50/CENTS (\$8.50)** per month per Radio Unit and a sum of **THIRTY DOLLARS AND NO/CENTS (\$30.00)** per radio for initial programming, and a sum of **TWENTY-FIVE DOLLARS AND NO/CENTS (\$25.00)** for reprogramming, excluding programming changes needed as a result of repairs to the radio unit. All maintenance fees (at the published contract rate) for the Radio Units listed in **Village's** Exhibit "B" are to be included in the regular billing statement. The contract rate is attached as **County's** Exhibit "C" and is attached herein for all purposes. The contract rate is negotiated with the vendor solely by the **County** and will change with each new maintenance contract rate agreement. Any increase or decrease shall be effective immediately and the new contract rate will be controlling as to all parties for the term of this contract. The **Village** shall pay the **County** by the tenth day of the month following each month of service.

5.02 The **Village** shall make any payments due and payable to the **County** under this Agreement out of its current revenues.

5.03 In the event the **Village** elects to increase its number of Units per § 3.01(a), above, it shall increase its monthly payment to reflect such increase. The increase in the number of units shall be reflected pro rata in the next monthly payment following the month of the increase in units.

5.04 Any decrease in the number of units shall be reflected in the **Village's** payments in the same manner as described above for increases in the number of units.

5.05 If the Radio System is substantially unavailable to the **Village** during any billing period, the **County** shall approve a reasonable adjustment of the fee provided for by this section.

VI.
REVISION OF FEES

6.01 The **County** may at any time revise the monthly service fees set forth herein by giving the **Village** written notice of the amounts of increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. The **Village** fee increases will be tied to the **Village's** pro rata share of the increases in cost of operation, system expansion or enhancement. Written documentation will be provided upon request to the **Village** explaining the increase. All fees will be reasonable and nondiscriminatory among all users.

VII.
TERM AND TERMINATION

7.01 This Agreement shall be for a period of one year beginning on **January 1, 1998** and ending on **December 31, 1998**. The Agreement shall not automatically renew; any renewal is subject to the written agreement of the parties.

7.02 This Agreement may be terminated by either party by giving the other at least thirty (30) days prior written notice.

7.03 This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the **County** or the **Village** are revoked by the FCC or any successor agency.

7.04 The **Village** shall pay the **County** in the manner provided for in V, above, for any accrued charges in the event of termination pursuant to this section.

VIII.
NOTICE

8.01 Any and all notices or communications required or permitted under this Agreement shall in writing and delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County: Fort Bend County
Attn: County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469
Fax No. (281) 341-8609

To Village: Village of Fairchilds
Attn: Mayor Robert Myska
8713 Fairchilds Road
Richmond, Texas 77469

8.02 Either party may change its notice address in accordance with this section.

8.03 Any notice hereunder shall be effective upon receipt.

IX.
MODIFICATION OF AGREEMENT

9.01 No modification of this Agreement shall be effective unless it is made in writing and is approved and executed by the authorized representatives of the parties hereto, except as provided above in the case of a change in FCC rules or regulations.

X.
COVERAGE

10.01 The **Village** acknowledges that one hundred per cent coverage of any area at all times is improbable. There may be adverse propagation conditions such as short term unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System at times. Other causes beyond reasonable control of the **County** are motor ignition, and other electrical noise that could be minimized by corrective devices at the **Village's** expense. Any

surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the **Village** herein shall be the sole responsibility of the **Village**.

XI. DEFAULT

11.01 If the **Village** fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen days after written notice has been sent by **County** to **Village**, the **Village** shall be deemed in default under this Agreement.

11.02 In the event of default, the **County** has the right to immediately terminate this Agreement, retain all payments made hereunder that are due and owing to the **County** pursuant to the terms of this Agreement, and deny the **Village** any service provided by the **County** under this Agreement. Each and all of the rights and remedies of the **County** hereunder are cumulative to and not in lieu of each and every other such right and remedy and every right and remedy afforded at law and equity.

XII. INSURANCE

12.01 The **Village** shall provide the **County** with general liability insurance covering both the **County** and the **Village** for liabilities relating to the use of the Radio System. The insurance shall be with carriers and in policy limits acceptable to the **County**.

12.02 The **Village** shall provide the **County's** Risk Management Department with a copy of the proposed insurance within ten (10) days of the effective date hereof. Acceptance of an original certificate of insurance acceptable to the **County** shall be a condition precedent to the **Village's** access to the Radio System.

XIII. ADMINISTRATIVE GUIDELINES

13.01 The parties agree to promulgate mutually acceptable written administrative guidelines relating to the use and operation of the Radio System and Radio Units. Both parties agree to use

their best efforts to observe and abide by these written administrative guidelines.

**XIV.
GENERAL**

14.01 This Agreement constitutes the entire agreement of the parties and supersedes all prior offers, negotiations and agreements. If any provision of this Agreement shall, at any time and to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall bind and inure to the benefit of all the respective heirs, personal representatives, successors and assigns of the parties hereto.

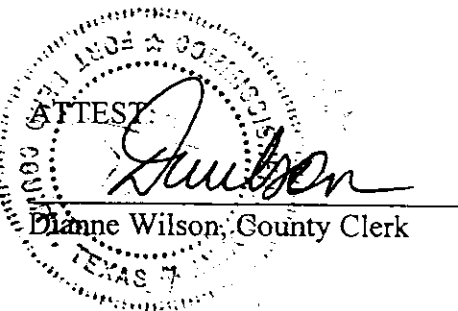
14.02 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

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

FORT BEND COUNTY, TEXAS

By: Mike D. Rozell
Michael D. Rozell, County Judge

Date: 5-12-98



VILLAGE OF FAIRCHILDS

By: Robert Myska
Robert Myska, Mayor

Date: 4.7.98

ATTEST:
Dawn Carpenter
Secretary

1 **Exhibit "C"**

2

3 Fort Bend County Radio Unit Maintenance Pricing under contract with BearCom Communications.

4 5 December 1997.

5

6 Spectra Control Station \$10.50/month

7 STX Portable \$ 5.66/month

8 STX Convertacom \$ 4.70/month

9 MTS-x Portable \$ 5.45/month

10 MTS-x MVA \$ 3.25/month

11 Forte' Compad \$12.90/month

12 Forte' Docking Station \$ 2.90/month

13

14 Current contract does not cover maintenance for Spectra, MCS or LCS mobile radios or LTS portables.

15 Pricing for these models may be obtained upon request.

16

17 Contract will not cover radio equipment not used in conjunction with County's 800MHz radio system.

18

19 Maintenance for portable radios includes antenna, battery, and speaker-mic.

20

21

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MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P.O.Box 399 Richmond, Texas 77406-0399
(281) 341-3710 Fax (281) 341-9267

To: Judge Michael D. Rozell ✓
Commissioner R.L. O'Shieles - Precinct 1
Commissioner Grady Prestage - Precinct 2
Commissioner Andy Meyers - Precinct 3
Commissioner Bob Lutts - Precinct 4
Dianne Wilson - County Clerk
Robert Grayless - County Auditor
Ben "Bud" Childers - County Attorney
Jim Edwards - Budget Officer

From: Marsha P. Gaines

Date: May 5, 1998

Re: Commissioners Court Agenda

Please place the following over \$500.00 refund on the May 12, 1998, Commissioners Court Agenda:

- | | | |
|----|------------------------------|-------------|
| 1. | Charter One Mtg. Corp. | \$669.55 |
| | Acct. # 1400-51-002-0010-907 | |
| | Credit Homestead & Over 65 | Pct. # 3053 |

MPH:mph



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: Sugunan Raghava P. & Bhavani % Charter One Mortgage Corp.
Address: P.O. Box 31313, Richmond, VA 23294-1313
Telephone Number (If additional information is needed): _____

IDENTIFICATION OF PROPERTY:

Description of Property: Barrington Place Sec 5-A, Block 2, Lot 1
Address or Location of Property: 2310 Burkdale Dr.
Account Number of Property: 1400-51-002-0010-907 or Receipt #: 97121888341

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>1997</u>	<u>12/16/97</u>	<u>\$669.55</u>	<u>\$669.55</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1997 -- Credit Homestead and Disability Exemptions per Supplement #5.

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


Signature

3/19/98
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

slc RJ 669.55
97 664/34 L/P
LHS 15,000
IHS 91,430

OFFICIAL TAX RECEIPT

POSTED 12/26/97

PROPERTY OWNER:

EFFECTIVE 12/16/97

SUGUNAN RAGHAVA P & BHAVANI
2310 BURKDALE DR *Situs!*
SUGAR LAND, TX 77478-6051

Parcel # 3053

See attached signed form

SYSTEM CORR.

03-23-98

JAN 20 1998

CAD # R147304
EXEMPTIONS HS/DS

ACCOUNT # 1400-51-002-0010-907
AS OF 1997 VALUE: \$106,430
LEGAL BARRINGTON PLACE SEC 5-A,
BLOCK 2, LOT 1

97 SUP # 5

RECEIPT # 97121888341
COLLECTED \$669.55

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
97	FBC-DF	43.64	.00	.00	43.64
97	FBC-GF	625.91	.00	.00	625.91
97	FBC-DF	43.64-	.00	.00	43.64-
97	FBC-DF	43.64	.00	.00	43.64
97	FBC-GF	625.91-	.00	.00	625.91-
97	FBC-GF	625.91	.00	.00	625.91

PAID BY:

TOTAL APPLIED TO:

CHARTER ONE MORTGAGE CORP.
P O BOX 31313
RICHMOND, VA 23294-1313

LEVY	\$669.55
P & I	.00
FEE	.00
TOTAL	\$669.55



COUNTY PURCHASING AGENT

Fort Bend County, Texas

AGENDA ITEM
#17

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

May 6, 1998

TO: Office of the County Judge
Fort Bend County, Texas

A handwritten signature, likely of the County Judge, is written in ink.

SUBJECT: Agenda Items Commissioners Court May 12, 1998

1. Authorize advertising for bids for 10 day delivery police package automobiles.
2. Consider taking action on the following:
 - a. Hydraulic excavator - Bid #98-041.
 - b. Playground equipment - Bid #98-044.
3. Consider granting an exemption to the competitive bid requirements as authorized by §262.024 Texas Local Government Code for the purchase of an item available from only one source from MCM Data Resources for computer conversion programs.

cc: Commissioner O'Shieles
Commissioner Prestage
Commissioner Meyers
Commissioners Lutts

Dianne Wilson
Robert Grayless
Jim Edwards
Bud Childers

TABULATION
PURCHASE ONE (1) OR MORE NEW TRACKED HYDRAULIC EXCAVATOR
WITH OR WITHOUT TRADE-IN

BID #98-041

COMPANY	BID PRICE	OPTIONAL VANDALISM GUARDS-CAB	TRADE-IN 1988 EXCAVATOR
Udelson Equipment 850 Aldine Mail Rte Houston 77037	\$159,790.00 Kobelco SK220LC Mark IV	\$986.00	\$20,000.00
R B Everett & Co. 3118 Harrisburg Houston 77001	Equipment bid does not meet specifications.		
Rush Equipment 10100 N Loop East Houston 77029	Equipment bid does not meet specifications.		

RECAPITULATION OF BID

Commissioners Court approval:	March 24th
Legal notice run in newspaper:	April 5th and 12th
Individual notices mailed:	41
Bid packets picked up or mailed:	9
Bid opening date:	April 20th
Bids received:	3

\$19,420.00

FUNDING: Drainage District: 115-051-0510-1010

TABULATION

PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT
FOR FORT BEND COUNTY BARBARA JORDAN YOUTH CENTER

BID #98-044

Description	All American Playworld prices per each	Kunter-Knepshield prices per each
1 each: Max Play Station with optional floating stones	12,373.00	17,203.26
1 each: Jacobs Ladder	1,612.00	1,055.91
1 each: Two seat totter	680.00	929.68
1 each: Four seat tetter with plain top	734.00	1,745.34
2 each: 8 foot table with 6 foot seats	495.00	532.90
2 each: 8 foot table with 8 foot seats	532.00	554.40
7 each: 6 foot bench	281.00	266.20
TOTAL	19,420.00	24,972.19

RECAPITULATION OF BID

Commissioners Court Approval:	April 7, 1998
Legal notice run in newspaper:	April 19th and 26th
Individual notices mailed:	22
Bid packets mailed or picked up:	5
Bid opening date:	May 4th
Bids received:	2

\$19,420.00

Funding: Parks Budget 010-070-0700-1010



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, Texas

FROM: Gilbert D. Jalomo, Jr.
County Purchasing Agent

SUBJECT: Sole Source exemption

DATE: May 6, 1998

On May 12th I will appear before the Commissioners Court requesting an exemption to the competitive bid requirements as authorized by §262.024 Texas Local Government Code for the purchase of an item available from only one source from MCM Data Services, Inc. for computer conversion programs for \$750.00 for the Child Support Office. Fort Bend County entered into a contract with this company in December of 1997 for \$14,995.00. The \$750.00 is for additional conversion services needed.

4/9 sent
an email to
Becki

4/21 sent
another email

PAGE: 36
LGFSEPPR

EPS PRINTED RXPR REQUISITION WORKSHEET

DATE: 04/02/98 TIME: 20:51:28

REQUISITION NUMBER: 03600004414 REQ LINES: 1 EST AMT: 750.00 REQ TYPE: LAST PRINT: 04/02/98
=====

HEADER:

SUGGESTED VENDOR CODE: 752706841

VENDOR NAME: MCM DATA SERVICES, INC.

ADDRESS: P.O. BOX 3261

ABILENE

TX 79604

CONTACT: DAVID MCMURRAY

PHONE: 800-588-0354

SHIP TO: 36 MANAGEMENT INFORMATION SYSTEMS
500 LIBERTY, SUITE 212
RICHMOND TX 77469

BILL TO: 36 MANAGEMENT INFORMATION SYSTEMS
301 JACKSON
RICHMOND TX 77469

REQ BY: BECKI ROBINSON

RESP PERSON: MARY SHENANSKI

WISE LOC:

RX DATE: 04/02/98

FUND: 010

AGENCY: 036

ORG/SUB-ORG: 0360

OBJ/SUB-OBJ: 4010

ACTIVITY: 1000

NOTE FLAG:

LINE ITEMS:

1- RX LINE: 001

COMM CODE

(241)

BUYER: 02 CINDY MORALES

STATUS: AFZ

QUANTITY:

1.00

U/M: EA

EST UNIT COST:

750.000000

EST TOTAL COST:

750.00

MFG NUMBER:

NAME:

TEXT FLAG:

DESCRIPTION: CHILD SUPPORT CONVERSION PROGRAMS (10 HRS)

Put on Agenda
for 5-12-98



HEALTH ADMINISTRATION SERVICES, INC.
A Managed Care Company

#17/3-1

Ad. #1

Authorize fee structure
Change to HAS
Contract.

April 22, 1998

Mr. Dennis McMahon
Fort Bend County
301 Jackson, Suite 730
Richmond, Texas 77469

Dear Dennis:

This letter is written in order to outline the proposed changes in the Claims Administration fees provided to Fort Bend County. As part of the review of our Claims Administration fee you asked that we review the current charge of \$18.50 per employee (medical and dental) and to charge separately for medical and dental employees. Secondly, you asked that we propose Claims Administration fees based on a reduction of claims transactions due to certain anticipated changes in the Ft. Bend County benefit plan.

We have reviewed the Counties' claims activity for calendar year 1997 which totaled 28,224 claim transactions. H.A.S. defines a claim transaction as a pay, pend, or deny and we do not double count when a pended claim is later denied or paid. Keep in mind that the claims activity did not mature until April or May of 1997 as NHA paid for 1996 runoff claims.

\$ 52,144

We propose effective April 1, 1998, Claims Administration fees be as follows: \$15.35 per employee per month (PEPM) for those employees in the medical plan (excluding NYLCARE employees) and \$3.05 (PEPM) for dental employees. This is an estimated overall reduction in annual Claims Administration fees of \$20,000 per year. Dennis, to let you know, our target level charge for Claims Administration is \$9.00 per claim transaction.

Using our current per claim target level of \$9.00, below are proposed fees assuming the number of claim transactions declines from its current level due to the Counties' future benefit plan design changes.

Claim Transactions reduced by 2,500
\$14.15 pepm (medical)
2.85 pepm (dental)

Reduced by 5,000 transactions
\$12.90 pepm (medical)
2.60 pepm (dental)

31

i:\data\miken\wp-docs\mcmahon.doc

Mr. Dennis McMahon
April 20, 1998
Page Two

Claim Transactions reduced by 7,500
\$11.65 pepm (medical)
2.35 pepm (dental)

Reduced by 12,500 transactions *7.45*
\$9.20 pepm (medical)
1.85 pepm (dental)

If the County prefers, we can prepare a quarterly, semi-annual, or annual accounting of the Claims Admin. fees based on the number of employees and reconcile that charge to \$9.00 per claim transaction. We can then settle with the County for any over or under charge.

If this is satisfactory to Fort Bend County I will prepare an Amendment to the Administrative Services Agreement outlining the new fee schedule.

If you wish, I am available to discuss this with you and the members of the insurance committee. If you have any questions, or require additional information, please give me a call at 281.873.8682, ext 226.

Sincerely,



Michael J. Nicknish, CPA
Vice President of Operations

FORT BEND COUNTY ISSUES

UPDATE FROM H.A.S.

1. **DENTAL AUDIT:** On March 24th, Stacey Minton and Mike Nicknish from H.A.S. visited Dr. Meadows' and Dr. Huselton's offices to discuss service issues. On April 6th, Donna with Dr. Meadows' office visited H.A.S. to meet with the claims adjuster and review each of the individual claims issues brought to our attention.

The Claims Department has completed the internal audit of ALL Fort Bend County (FBC) Dental claims. The results indicated 25 possible errors detected, other than the claims already corrected from Dr. Meadows and Dr. Huselton. Once the 25 claims have been reviewed, H.A.S. will make the appropriate adjustments and request refunds where necessary. The maximum possible overpayment calculated should be no more than approximately \$3,100.

2. **ECKERD HEALTH SERVICES (EHS) ISSUES:** H.A.S. has discussed with EHS the issues that FBC has experienced. H.A.S. enters eligibility into our system as well as EHS's system within 24 to 48 hours from received date. This should eliminate the eligibility issues with EHS.

3. **STOP LOSS:**

A. The Claims Department is working on a list of all 1997 filed stop loss claims. This report will provide the amounts submitted, amounts reimbursed, amounts pended and the reason, and any explanation for any differences in the amount submitted versus amount reimbursed. As for NHA, H.A.S. did not receive any stop loss claims information from them.

B. RX Claims: The Claims Department has received a report from EHS on each of the individuals that reached stop loss in 1997. We are in the process of filing those additional charges with the stop loss carrier. H.A.S. has begun tracking 1998 prescription dollars for stop loss purposes.

4. **TRANSACTIONS:** Mike Nicknish, H.A.S.'s Vice President of Operations, has provided Dennis McMahon with a letter that defines a "transaction", explains the reduction in our fees retroactively to April 1, 1998, and breaks out all transactions between Medical and Dental. This letter also provides the option of reducing fees if FBC's transactions decrease.

5. **GROUP MASTER BILLINGS:** H.A.S. is working with Dennis McMahon to set up a process for handling a master bill for all vendors.

6. **MONTHLY REPORTS BY DEPARTMENT:** H.A.S. is working with Dennis McMahon to begin tracking claims and eligibility by department.

Fort Bend County Issues - Update from H.A.S. (Continued)

7. **CODE REVIEW:** H.A.S. has requested a detailed confirmation as to how this program works from Health Payment Review (HPR), the software provider. Examples have also been requested.
8. **CLAIM FORMS:** Per our discussion with Dennis McMahon, the County will be requesting H.A.S. to implement the use of an annual claim form, as well as a supplemental claim form to be filed with each claim that is filed by the employee, effective 7-1-98. If these forms are not received, H.A.S. is to pend the claim and request a completed form.
9. **PPO ISSUES:**
 - A. **Balance Billing:**

A sample of the letter sent to providers about balance billing, as well as sample language to be used for an employee paycheck stuffer were provided to Dennis McMahon. We will continue to have training/education sessions the providers in the Premier network.
 - B. **Routine Care:** The County would like to look into using one particular clinic for all routine care and to receive deeper discounts by doing so. Another option would be to change the Plan Design to cover all routine care at regular medical benefits with the exception of mammograms, pap smears, and PSAs. These three (3) procedures would be paid at 100% regardless of diagnosis.
 - C. **Pre-Employment Physicals:** The County would like us to set up one clinic for the County to send all preemployment physical through. Suggested clinic was Southeast Texas Medical Clinic in the Prof. Bldg. next to Poly Ryon Hospital. The rate they once received for this was \$55/visit
 - D. **Gulf Coast Medical Clinic:** Of 158 providers in this clinic, the employees requested to have thirteen (13) of them added to the FBC network and ten (10) were added. Nine (9) other providers from this clinic were already in our Premier network. Andrea Anderson is to take a representative from Commissioner Prestige's office with her to visit these providers.
 - E. **PPO Usage:** We are working on obtaining a report that will give us number of visits per provider so that the County may considered reducing the size of their PPO network.

Ad. # 2

17/3-2



WOODY NELSON, MAI, SRA
Real Estate Appraiser & Consultant

8203 WILLOW PLACE SOUTH SUITE 200
HOUSTON, TEXAS 77051
OFFICE: (713) 807-1099 • FAX: (713) 807-1097
TOLL FREE: 1-800-519-5439

CONTRACT FOR APPRAISAL SERVICES

COUNTY FORT BEND
CSJ 2105-01-
HIGHWAY FM 2234
LIMITS Begin project 13+491.069
End project 13+681.069

FBC Purchase Order
Number _____

The County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he or she will make a personal inspection of each parcel to be appraised and that he or she will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he or she nor any employee in his or her service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 14 days from date of assignment, furnish his or her appraisal report for Parcel No. 1, 2, & 3 to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$ 7800.00. Agreed to on date of 4/27/98

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his or her appraisal, for a fee of \$ per hour.

 4/27/98
Appraiser: _____ (date)
Mr. Woody Nelson, MAI, SRA
Woody Nelson & Company, Inc.
8203 Willow Place South, Suite 200
Houston, Texas 77070

Louis E. Hood, P.E. (date)
Fort Bend County Engineering
First Assistant County Engineer

Scope of Work includes: Parcel 1, 2 and 3 as shown on TxDot survey map.

QUALIFICATIONS OF WOODY NELSON, MAI, SRA

Wilbert O. "Woody" Nelson has been an independent real estate appraiser in the Houston area since 1975, having been an appraiser with mortgage banking institutions prior to this time.

He was awarded the MAI designation by the American Institute of Real Estate Appraisers in November, 1976, and received the SRA designation by the Society of Real Estate Appraisers in February, 1977.

His educational background includes attendance at Lee Junior College, completion of numerous real estate courses at University of Houston, completion of a variety of real estate appraisal courses sponsored by the Appraisal Institute and periodic attendance at real estate clinics and seminars. He has served as lecturer at the University of Houston for real estate courses sponsored by the Appraisal Institute and as guest lecturer for Houston Community College.

Professional affiliations include the following: Appraisal Institute (MAI and SRA), Society of Real Estate Appraisers (SRA), and International Right of Way Association. He is also a State Certified General real estate appraiser and a licensed Texas real estate broker.

The scope of his work includes the appraisal of apartment projects, shopping centers, office buildings, office/warehouses, industrial plants, service stations, hospitals, restaurants, condominium developments, motels, subdivisions, vacant land, single-family residences and a variety of other property types. He has also served as an expert witness in court testimony on numerous occasions. A partial list of appraisal clients over recent years include:

AMRESO Management, Inc,
Banc One
Bank of Houston
Bellville State Bank
Bonnet Resources
Chasewood Bank
Chevron
City of Houston
Enterprise Bank
Federal Deposit Insurance Corp.
Exxon
First Interstate Bank
Harris Cty. Flood Control
Harris County Right-of-Way
Harris Cty. Toll Rd. Auth.
Houston Mortgage Company
Jefferson National Life Ins. Co.

Liberty Savings Assoc.
Metropolitan Transit Authority
Nations Bank
National Commerce Bank
Post Oak Bank
Provident Mutual Life Ins.
Riverway Bank
Sigmore Corporation
Sterling Bank
Sun Financial Group
Texas Commerce Bank - Trust
Texas Department of Transportation
Vinson & Elkins
Western National Life Ins. Co.
Various other banks, law firms,
corporations and individuals.

General Summary of Experience

About 75% of my experience over the past several years has been related to Eminent Domain appraisals with the remaining 25% relating to financial or sale purposes. An approximate breakdown of property types are in the following categories:

Commercial (i.e. Shopping Centers)	15%
Residential (i.e. Single Family, Multi Family)	10%
Industrial (i.e. Light Industrial, Office/Warehouse, Office/Service Centers	20%
Office Buildings	5%
Urban and Suburban and Rural Land	35%
Other types of property (i.e. Churches, Private Schools, Subdivisions, Banks, Service Stations, Restaurants, Movie Theaters, Automobile Dealerships, Grain Elevator, Redfish Farm And Day Care Facilities)	15%

Eminent Domain Appraisal Experience

Most of my Eminent Domain appraisal experience, (about 90%), over the past twenty years has been with the Texas Department of Transportation, except that during 1994 and early 1995 this type of appraisal service was for the Kansas Department of Transportation and, more recently with the Louisiana Department of Transportation and Development. Other Eminent Domain appraisal work has been for the City of Houston, Harris County, Harris County Flood Control District and Harris County Toll Road Authority. Property types involved are generally allocated as follows:

Commercial (i.e. Shopping Centers, Convenience Stores)	15%
Residential (i.e. Single Family, Multi Family, Mobile Home Parks)	10%
Industrial (i.e. Light Industrial, Office/Warehouses, Office Service Centers	20%
Urban, Suburban and Rural Land	35%
Other property types (i.e. Churches, Banks, Service Stations, Restaurants, Automobile Dealerships, Motels, Office Buildings)	20%

In summary, my Eminent Domain appraisals in the Houston, Texas area have been urban and suburban in nature pertaining to the widening of Interstate, controlled access highways and the Houston Beltway system and thus an extensive variety of property types are represented. Because of the amount of right of way acquired, bi-sections of improvements or proximity issues requiring before and after valuations of multiple property types have been rather common in these assignments. In other areas of the state, (i.e. south central and northeast Texas), as well as in Kansas and Louisiana the property types have been more rural in nature with the urban properties involving smaller towns and communities. An exception is appraisals performed for TXDOT – Lubbock which have been urban in nature. My appraisal services in Kansas have involved both new alignments through farming areas with widening of existing rights of way through similar areas. (This included 45 tracts in Montgomery County, 49 tracts east of Parsons and 73 tracts around Cherryvale – all in southeast Kansas). Property types in these areas involve crop and pastureland as well as rural residences. In Louisiana the appraisal assignments have involved primarily rural – residential tracts. More recently, projects completed have been throughout Texas, including assignments in Lubbock, Bay City area, Tyler and Brazoria County.

Review Experience

Review experience has included a limited number of appraisals for the RTC for an approximate two year period – these being somewhat evenly divided into commercial, industrial and vacant land.

Since early 1995 my firm has been designated as the review appraiser for BOMCM, (Banc One Mortgage Capital Markets) with the responsibility of providing desk reviews for all permanent loans placed by BOMCM, (a subsidiary of Banc One). This review work averages about one to two reviews per week on appraisals performed on properties throughout the United States which are about equally divided between apartments, office buildings, office/warehouses, and shopping centers.

Courtroom Experience – Expert Witness

Most, (probably 95% or more), of my court experience has been as an expert witness for the Texas Department of Transportation. This covers a twenty year period, (about 1978 to present), and has included both commissioners hearings and jury trial testimony. Commissioners hearing testimony has been the most frequent and I can only estimate through file research the number of occasions for each type. A conservative estimate is that I have testified on over 100 occasions in commissioners hearings over the past ten to fifteen year period and have testified in about six jury trials during this period. Most have been in civil courts in the Houston area including Harris, Fort Bend, Montgomery, Brazoria and Galveston Counties. I have also testified in Matagorda, Victoria and Lubbock Counties outside the Houston area.

Recent Projects Completed for Texas Department of Transportation:

See Attached

<u>Date</u>	<u>Description</u>	<u>Property Types</u>
February 1998 to April 1998	Sixty-six parcels on S.H. 35 between Van Vleck and Brazoria County lines	Vacant land, residences, convenience store, concrete mixing plant, mud race track, etc.
January 1998	Cattle Auction facility in Brenham, Texas (Part of fifteen parcels on S.H. 105, completed one year earlier)	1997 project included mostly rural residences and vacant land
November 1997 to January 1998	Fifteen parcels in Brazoria County (Old Ocean area)	Included "bypass" tracts owned by Phillips Petroleum around Old Ocean, light industrial and residential properties
December 1997	Eight parcels in Lubbock, Texas	Vacant commercial tracts, lumber yard, warehouses, auto parts store
September 1997	Lubbock Inn Hotel, Lubbock, Texas	Hotel facility
August 1997 to September 1997	Steel plant bisected by East/West Freeway in Lubbock, Texas	Steel plant covering several blocks of land (about 7 acres), near downtown Lubbock (involving extensive damages)
May 1997 to July 1997	Nineteen urban parcels on FM 2524 in Brownwood, Texas	All city parcels including restaurants, service stations, retail stores and urban residences, virtually all involving damages and cost to cure measures
November 1996 to January 1997	Twenty parcels just outside of Victoria, Texas on U.S. Hwy. 87	Mostly rural tracts but including a rural convenience store

SCOTT STEPHENS & ASSOCIATES, INC.

Real Estate Appraisers - Consultants
12723 Woodforest Boulevard
Houston, Texas 77015
Phone: (713) 451-3600
Fax: (713) 451-3300

Scott P. Stephens, MAI, President
Terence J. O'Rourke, MAI, Vice President

Bob Powell, Vice President

Confidential Notice

The documents in this fax message contain confidential information which is intended only for the named recipient. If this message is received in error, please contact Scott Stephens & Associates, Inc. to arrange for its return. Thank you for this courtesy.

Date: 4-28 1998

To: Louis E. Hood, PE

Fax #: 281-342-7366

Pages (including cover): 2

From:

Scott P. Stephens, MAI

Richard Marquis

Bob Powell

Bo Allison

Jody Garrett

Melody Stephens

Terry O'Rourke, MAI

James Penman

Lincy Sprang

Eddie Miller

John Coffey

Message:

CONTRACT FOR APPRAISAL SERVICES

COUNTY FORT BEND
CSJ 2105-01-
HIGHWAY FM 2234
LIMITS Begin project 13+491.069
End project 13+681.069

FBC Purchase Order
Number _____

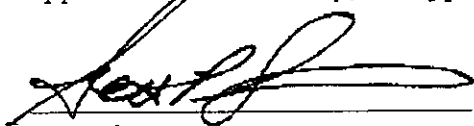
The County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he or she will make a personal inspection of each parcel to be appraised and that he or she will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contract unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he or she nor any employee in his or her service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 14 days from date of assignment, furnish his or her appraisal report for Parcel No. 1, 2, & 3 to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is \$ 4,200. Agreed to on date of 4/28/98.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his or her appraisal, for a fee of \$ 75.00 per hour.



Appraiser:
Mr. Scott Stephens
Scott Stephens & Associates
12723 Woodforest Blvd.
Houston, Texas 77015

4/28/98
(date)

Louis E. Hood, P.E.
Fort Bend County Engineering
First Assistant County Engineer

(date)

Scope of Work includes: Parcel 1, 2 and 3 as shown on TxDot survey map.

A FAX MESSAGE TOName: Louis E. Hood, P.E.Firm: Fort Bend Co. EngineeringFAX No.: (281) 342-7366No. of Pages 4 (including cover)Message: _____

_____**FROM****CERVENKA & ASSOC.**

New
Address
& Phone

----->

1313 Campbell Rd., Bldg. B

Houston, Texas 77055

Phone: (713) 973-1844

FAX: (713) 973-9823

CONTRACT FOR APPRAISAL SERVICES

COUNTY FORT BEND
CSJ 2105-01-
HIGHWAY FM 2234
LIMITS Begin project 13+491.069
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The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his or her appraisal, for a fee of \$ _____ per hour.

Ben Cervenka
Appraiser:
Mr. Ben Cervenka, MAI
Cervenka & Associates, Inc.
1313 Campbell Road, Bldg. B
Houston, Texas 77055

4-28-98
(date)

Louis E. Hood, P.E. (date)
Fort Bend County Engineering
First Assistant County Engineer

Scope of Work includes: Parcel 1, 2 and 3 as shown on TxDot survey map.

QUALIFICATIONS OF BEN Cervenka, JR., MAI

Affiliations:

MAI - Member of Appraisal Institute (#8612)
 State Certified General Real Estate Appraiser (Certificate #TX-1320341-G)
 Real Estate Broker: Texas License #369107

Educational Background:

M. Agr. Degree in Land Economics and Real Estate - Texas A&M University

B.S. Degree Agronomy - Texas A&M University

Real Estate Courses Completed:

Land Economics - TAMU

Land-Oil and Gas Law - TAMU

Rural Real Estate Appraisal & Organization* - TAMU

Real Estate Development Analysis * - TAMU

Real Estate Market Development Research Theory* - TAMU

Analysis of Real Estate Decisions* - TAMU

Real Property Valuation* - TAMU

Appraisal of Land and Public Utilities* - TAMU

Construction Document Interpretation* - TAMU

AI Course - Standards of Professional Practice

AI Course - Real Estate Appraisal Principles (1A1)

AI Course - Basic Valuation Procedures (1A2)

AI Course - Capitalization Theory and Techniques (1BA and 1BB)

AI Course - Case Studies (2-1)

AI Course - Valuation Analysis and Report Writing (2-2)

CEC Courses - Condemnation: Legal Rules & Appraisal Practices (10/92),

Appraisal Review (10/92), The Appraiser as An Expert Witness (8/93), Understanding

Limited Appraisals and Appraisal Reporting (6/94), Standards of Professional Practice -

Parts A & B (3/95), Legal Seminar on Ad Valorem Taxation (9/95), Litigation Skills for the

Appraiser (10/96), Standards of Professional Practice - Part C (12/97)

*Graduate Level Courses

Employment/Experience:

President/owner of Cervenka & Associates, Inc.

Specializing in real estate appraisal from March 1986 to present. I have testified as an expert witness in condemnation and bankruptcy proceedings in Harris, Montgomery, and McLennan Counties. I have served as Special Commissioner for eminent domain hearings for Harris County Civil Court at Law. My real estate appraisal experience includes the following types:

Multifamily
 Retail
 Office

Industrial
 Subdivision
 Raw Land

Single-family
 Commercial Development
 General Litigation/Consultation

Certification:

I am currently certified under the continuing education program of the Appraisal Institute and the State of Texas.

Biographical Background:

Born in El Campo, Texas, October, 1960. Completed primary and secondary education in the El Campo I.S.D., May 1979. Received B.S. Degree from Texas A&M University in December of 1983 and M. Agr. Degree in December of 1985. Residence is in Bellaire, Texas.

RECENT TxDOT PROJECTS COMPLETED

U.S. Highway 87
Acct: 8013-01-060
From: Airport Rd. in Cuero
To: Victoria County line
County: DeWitt

U.S. Highway 87
Acct: 8013-01-062
From: Loop 175 in Victoria
To: Placedo
County: Victoria

State Highway 6
Acct: 8012-2-14
From: 1.189 miles west of FM 521
To: Brazoria County line
County: Fort Bend

Nasa Road 1
Acct: 9112-90-1
From: SH 146
To: FM 270
County: Harris

State Highway 249
Acct: 8012-2-1
From: Boudreaux Road
To: FM 2920
County: Harris

Interstate Highway 45
Acct: 9012-7-27
From: Loop 336
To: Robinson Road
County: Montgomery



ENGINEERING
Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

April 22, 1998

Mr. Scott Stephens
Scott Stephens & Associates
12723 Woodforest Blvd.
Houston, Texas 77015

RE: FM 2234 Right-of-way, Appraisal Services, (3) Parcels

Dear Mr. Stephens:

Fort Bend County is required to obtain additional right-of-way for TxDot for FM 2234 at the intersection of FM 521. Three parcels are required. A copy of the TxDot right-of-way maps are attached for the appraisal of these tracts. Appraiser reports must comply with all TxDot rules and regulations applicable to this work. Include with the proposal a statement of qualifications and list of recent projects that you have completed for TxDot. Please submit proposals before Wednesday, April 29, 1998.

If you have any questions please contact Louis Hood at (281) 342-3039 Ext. 129.

Sincerely,

A handwritten signature in cursive script that reads "Louis E. Hood".

Louis E. Hood, P.E.
First Assistant County Engineer

LEH/mjs

Attachments

cc: File

CONTRACT FOR APPRAISAL SERVICES

COUNTY FORT BEND
CSJ 2105-01-
HIGHWAY FM 2234
LIMITS Begin project 13+491.069
End project 13+681.069

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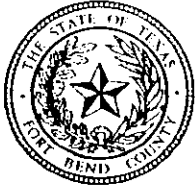
Appraiser:
Mr. Scott Stephens
Scott Stephens & Associates
12723 Woodforest Blvd.
Houston, Texas 77015

(date)

Louis E. Hood, P.E.
Fort Bend County Engineering
First Assistant County Engineer

(date)

Scope of Work includes: Parcel 1, 2 and 3 as shown on TxDot survey map.



ENGINEERING
Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

April 22, 1998

Mr. Woody Nelson, MAI, SRA
Woody Nelson & Company, Inc.
8203 Willow Place South, Suite 200
Houston, Texas 77070

RE: FM 2234 Right-of-way, Appraisal Services, (3) Parcels

Dear Mr. Nelson:

Fort Bend County is required to obtain additional right-of-way for TxDot for FM 2234 at the intersection of FM 521. Three parcels are required. A copy of the TxDot right-of-way maps are attached for the appraisal of these tracts. Appraiser reports must comply with all TxDot rules and regulations applicable to this work. Include with the proposal a statement of qualifications and list of recent projects that you have completed for TxDot. Please submit proposals before Wednesday, April 29, 1998.

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Sincerely,

A handwritten signature in cursive script that reads "Louis E. Hood".

Louis E. Hood, P.E.
First Assistant County Engineer

LEH/mjs

Attachments

cc: File

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Appraiser:
Mr. Woody Nelson, MAI, SRA
Woody Nelson & Company, Inc.
8203 Willow Place South, Suite 200
Houston, Texas 77070

(date)

Louis E. Hood, P.E.
Fort Bend County Engineering
First Assistant County Engineer

(date)

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ENGINEERING
Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

April 22, 1998

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Cervenka & Associates, Inc.
1313 Campbell Road, Bldg. B
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Appraiser:
Mr. Ben Cervenka, MAI
Cervenka & Associates, Inc.
1313 Campbell Road, Bldg. B
Houston, Texas 77055

(date)

Louis E. Hood, P.E.
Fort Bend County Engineering
First Assistant County Engineer

(date)

Scope of Work includes: Parcel 1, 2 and 3 as shown on TxDot survey map.

**IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE YEAR
1998**

On this the 12th day of May, 1998 at a _____ Session
of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Mike W. Zell
Bob O'Hara
Glady Prestage
W. Meyers
Bob Zell

Now, therefore, be it resolved upon the motion of Commissioner Meyers
seconded by Commissioner Prestage, duly put and carried, it is ordered that
the bills be approved as presented by Robert Grayless, County Auditor.

***** APPROVED *****

Robert Grayless
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____