

**NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, AUGUST 11, 1998
1:00 O'CLOCK P.M.**

AGENDA

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Prestage.
3. Approve minutes of meeting of August 4, 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. BUDGET OFFICE: Discuss and consider approving letters for Griffin Grant Writing & Consulting to begin application work on the following grants for Four Corners in Kendleton and Fresno:
(1) USDA EZ/EC (Rural Empowerment Zones/Enterprise Communities).
(2) DOC-EDA 1998 Economic Development Assistance Programs.
8. COMMISSIONER PCT. 1: Discuss and consider accepting Cotton Drive (2,753.89 LF) in Janda Country Estates and release bond #ARB001962 in the amount of \$86,500.00.
9. COMMISSIONER PCT. 3: Discuss and consider approving Interlocal Agreement between Fort Bend County and the City of Sugar Land for the widening of Burney Road.
10. EMERGENCY MANAGEMENT: Discuss and consider extension of Burn Ban - Declaration of Local State of Disaster approved on 7-14-98.
11. FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION: Discuss and consider approving payment of bills in the amount of \$24,159.16.
12. HUMAN RESOURCES: Discuss and consider appointing a committee to study the creation of a county sick leave pool and the conversion of vacation time.

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.

13. **PARKS DEPARTMENT:**
(1) Discuss and consider approving Lease Agreement between Fort Bend County and the Barbara Jordan Youth Center for additional recreational educational programs.
(2) Discuss and consider accepting Grant from the George Foundation in the amount of \$50,000.00 on behalf of Kendleton Independent School District for playground equipment at Powell Elementary School.
14. **ROAD & BRIDGE:** Discuss and consider declaring an emergency and amending the Road & Bridge budget by increasing Road Materials in the amount of \$900,000.00 out of ending balance funds.
15. **SHERIFF'S DEPARTMENT:** Discuss and consider approving Mutual Aid Agreements with City of Fulshear, City of Meadows Place, City of Sugar Land and City of Missouri City for Police Protection.

CONSENT AGENDA ITEMS 16-20:

16. **ANIMAL CONTROL:** Consider and approve payment of Invoice #7 in the amount of \$45,566.55 for construction of the Animal Control Facility per bid #97-072.
17. Consider approving the renewal Agreement between Fort Bend County, Fort Bend County Juvenile Probation Board and Lamar Consolidated Independent School District for continued educational services at the Juvenile Detention Center.
18. **ENGINEERING:**
(1) Consider releasing cashier's check #BR-6401092 in the amount of \$2,000.00 to Dore Interests, Inc., for completion of work on Bay Hill Boulevard, Pct. 3.
(2) Consider approving application from Entex, a division of Arkla, Inc., to bury two (2) 2" gas lines under Mason Road, Pct. 3.
(3) Consider accepting request from ETS Telephone Company, Inc. (Formerly known as Kingsgate Telephone, Inc.) to accept Travelers Casualty and Surety Company of America bond #004S103071466 BCM for Mid-South Telecommunications Co., Inc. and its subsidiaries including Kingsgate Telephone Company, and to release the Western Surety Company Bond #68634231.
(4) Consider accepting streets in Tealbriar Subdivision and release bond #96-78-19 in the amount of \$71,830.00, Pct. 3.
(5) Set public hearing for the acceptance of the traffic control plan for Tealbriar Subdivision, Pct. 3.
(6) Consider accepting streets in Hickory Creek Subdivision, Section One, Phase B, Pct. 3.
(7) Set public hearing for acceptance of the traffic control plan for Hickory Creek Subdivision, Section One, Phase A, Phase B and Section ~~2, Pct. 3.~~ *Pct 3*
(8) Consider accepting streets in West Oaks Village, Section 3 and release Letter of Credit #S2118R in the amount of \$70,800.00, Pct. 3.
(9) Set public hearing for acceptance of revised traffic control plan for West Oaks Village, Section 1,2 & 3, Pct. 3.

Change

19. **LIBRARY:** Consider approving invoice #10698 in the amount of \$675.00 from Mark A. Stewart Architecture for the Needville Branch Library renovations.
20. **TAX ASSESSOR/COLLECTOR:**
(1) Consider approving Resolution requesting authorization for public sale of property taken under Cause No. 71,178.
(2) Enter into the minutes by the Tax Assessor/Collector (According to Sec. 26.04 of the State Property Tax Code) the Certified Roll totals for Fort Bend County General Fund and Fort Bend County Drainage.
-
21. 1:30 p.m. - Hold Public Hearing and consider taking action on the following:
(1) close Ardwell Drive at Old Richmond Road, Pct. 3.
(2) replat of Reserve "F" of Cinco Ranch Greenway Village, Section 10, Pct. 3.
22. **PURCHASING:**
(1) Authorize advertising for bids for hand held PC's for ambulance units for documentation system.
(2) Consider taking action on the following bids:
a. Bridge at Pink Taylor Run over Brooks Branch - Bid #98-058.
b. Tempered glass repair at George Memorial Library - Bid #98-059.
(3) Consider renewing sign language interpreter contract pursuant to Bid #98-032.
(4) Consider authorizing the purchase of computer equipment from Dell Marketing a State of Texas Qualified Information Systems vendor.
(5) Consider authorizing the renewal of service maintenance agreement with Tiburon.
23. Approve bills.
24. **Meet in Closed Session** to discuss the following matters:
(1) **Threatened Litigation.**
(2) **Land Matters:** Pct. 1 and Pct. 2.
as authorized by TX Gov. Code, Sec. 551/071/072; **and consider taking action in Open Session.**
- 25
2625
Addendum
Adjournment.


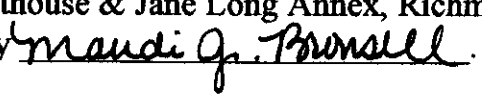
In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the County may order a continuance for the next day until the discussion is completed on all items.

FILED FOR RECORD

TIME 11:38 AM

AUG - 5 1998


Michael D. Rozell, County Judge



Notice of Meeting agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Wednesday, August 5, 1998 by 

**ADDENDUM TO AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, AUGUST 11, 1998
1:00 O'CLOCK P.M.**

The following items should be added to the agenda of Fort Bend County Commissioners Court for Tuesday, August 11, 1998:

- (1) Discuss and consider waivers of tax penalty and interest.

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


Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Friday, August 7, 1998 by Dene Carver.

FILED - RECORD
TIME 3:32 ^{PM} _{A.M.}

AUG - 7 1998


County Clerk Fort Bend Co. Texas

**NOTICE
Policy of Non-Discrimination on the Basis of Disability**

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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.

MINUTES

BE IT REMEMBERED, That on this 11TH DAY of AUGUST, 1998 Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present:

R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
BOB LUTTS (County Judge Pro-Tem)	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

Judge Rozell absent.

When the following were heard and the following orders passed:

1. Call to Order.

Call to Order by Commissioner Bob Lutts at 1:02 p.m.

2. Invocation and Pledge of Allegiance by Commissioner Prestage.

Invocation and Pledge of Allegiance by Commissioner Prestage.

3. Approve minutes of meeting of August 4, 1998.

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

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

4. Announcements and Public Comments.

None.

5. Approve line item transfers in budgets and funds.

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve line item transfers in budgets and funds for CONSTABLE PCT 2, CONSTABLE PCT 4, TELECOMMUNICATIONS, PARKS DEPARTMENT and BUDGET OFFICE as presented by Jim Edwards, Budget Officer.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	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 O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4--0), it is ordered to approve out-of-state travel request for SHERIFF DEPARTMENT.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

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 TELECOMMUNICATIONS.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

7. **BUDGET OFFICE: Discuss and consider approving letters for Griffin Grant Writing & Consulting to begin application work on the following grants for Four Corners in Kendleton and Fresno:**
(1) USDA EZ/EC (Rural Empowerment Zones/Enterprise Communities).
(2) DOC-EDA 1998 Economic Development Assistance Programs.

Pass.

8. **COMMISSIONER PCT. 1: Discuss and consider accepting Cotton Drive (2,753.89 LF) in Janda Country Estates and release bond #ARB001962 in the amount of \$86,500.00.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to accept Cotton Drive (2,753.89 LF) in Janda Country Estates and release bond #ARB001962 in the amount of \$86,500.00.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

9. **COMMISSIONER PCT. 3: Discuss and consider approving Interlocal Agreement between Fort Bend County and the City of Sugar Land for the widening of Burney Road.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve interlocal agreement between Fort Bend County and the City of Sugar Land for the widening of Burney Road. The County will pay 50% (less than \$3,000.00) and the City will pay 50%.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

10. EMERGENCY MANAGEMENT: Discuss and consider extension of Burn Ban - Declaration of Local State of Disaster approved on 7-14-98.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to continue Burn Ban - Declaration of Local State of Disaster approved on 7-14-98.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

11. FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION: Discuss and consider approving payment of bills in the amount of \$24,159.16.

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve payment of bills in the amount of \$24,159.16 for Fort Bend Flood Control Water Supply Corporation.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

12. HUMAN RESOURCES: Discuss and consider appointing a committee to study the creation of a county sick leave pool and the conversion of vacation time.

Pass.

13. PARKS DEPARTMENT:

(1) Discuss and consider approving Lease Agreement between Fort Bend County and the Barbara Jordan Youth Center for additional recreational educational programs.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve lease agreement between Fort Bend County and the Barbara Jordan Youth Center for additional recreational educational programs.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(2) Discuss and consider accepting Grant from the George Foundation in the amount of \$50,000.00 on behalf of Kendleton Independent School District for playground equipment at Powell Elementary School.

Pass.

14. **ROAD & BRIDGE: Discuss and consider declaring an emergency and amending the Road & Bridge budget by increasing Road Materials in the amount of \$900,000.00 out of ending balance funds.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to declare an emergency and amend the Road & Bridge budget by increasing Road Materials in the amount of \$900,000.00 out of Road & Bridge ending balance funds.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

15. **SHERIFF'S DEPARTMENT: Discuss and consider approving Mutual Aid Agreements with City of Fulshear, City of Meadows Place, City of Sugar Land and City of Missouri City for Police Protection.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve Mutual Aid Agreements with City of Fulshear, City of Meadows Place, City of Sugar Land and City of Missouri City for Police Protection for Sheriff Department.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

CONSENT AGENDA ITEMS 16-20:

16. **ANIMAL CONTROL: Consider and approve payment of Invoice #7 in the amount of \$45,566.55 for construction of the Animal Control Facility per bid #97-072.**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve payment of invoice #7 in the amount of \$45,566.55 for construction of the Animal Control Facility per bid #97-072.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

17. **Consider approving the renewal Agreement between Fort Bend County, Fort Bend County Juvenile Probation Board and Lamar Consolidated Independent School District for continued educational services at the Juvenile Detention Center.**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve the renewal Agreement between Fort Bend County, Fort Bend County Juvenile Probation Board and Lamar Consolidated Independent School District for continued educational services at the Juvenile Detention Center.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

18. ENGINEERING:

- (1) Consider releasing cashier's check #BR-6401092 in the amount of \$2,000.00 to Dore Interests, Inc., for completion of work on Bay Hill Boulevard, Pct. 3.
- (2) Consider approving application from Entex, a division of Arkla, Inc., to bury two (2) 2" gas lines under Mason Road, Pct. 3.
- (3) Consider accepting request from ETS Telephone Company, Inc. (Formerly known as Kingsgate Telephone, Inc.) to accept Travelers Casualty and Surety Company of America bond #004S103071466 BCM for Mid-South Telecommunications Co., Inc. and it's subsidiaries including Kingsgate Telephone Company, and to release the Western Surety Company Bond #68634231.
- (4) Consider accepting streets in Tealbriar Subdivision and release bond #96-78-19 in the amount of \$71,830.00, Pct. 3.
- (5) Set public hearing for the acceptance of the traffic control plan for Tealbriar Subdivision, Pct. 3.
- (6) Consider accepting streets in Hickory Creek Subdivision, Section One, Phase B, Pct. 3.
- (7) Set public hearing for acceptance of the traffic control plan for Hickory Creek Subdivision, Section One, Phase A, Phase B, Pct. 3.
- (8) Consider accepting streets in West Oaks Village, Section 3 and release Letter of Credit #S2118R in the amount of \$70,800.00, Pct. 3.
- (9) Set public hearing for acceptance of revised traffic control plan for West Oaks Village, Section 1,2 & 3, Pct. 3.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve items 18(1) through 18(9) and set public hearings for 18(5),(7)&(9) on September 8, 1998 at 1:30 p.m.

18(4) Tealbriar Subdivision

Delamere Drive	645.00 lf	Radley Drive	136.00 lf
Chalford Drive	1,034.42 lf	Charlbrook Drive	147.00 lf
Ardwell Drive	1,763.25 lf	Strutton Drive	1,226.30 lf
Calverton Drive	571.55 lf	Broadley Drive	207.58 lf
Queensbridge Drive	605.19 lf	Deverell Drive	<u>369.13 lf</u>
		Total	6,705.42 lf

18(6) Hickory Creek, Section 1 Phase B

Brockington Drive	287.53 lf	Pembrough Lane	967.81 lf
Yardley Drive	1,207.70 lf	Stratsborough Drive	<u>790.03 lf</u>
Glen Rosa Drive	1,087.76 lf	Total	4,340.83 lf

18(8) West Oaks Village, Section 3

Cedar Trail	139.88 lf	Mariner Squire Court	136.24 lf
Kenton Crossing Lane	1,299.03 lf	Forest Mill Lane	489.62 lf
Kenton Crossing Circle	225.55 lf	Meadowcreek Trail	711.14 lf
Holloway Square Lane	321.30 lf	Timber Square Court	<u>169.55 lf</u>
Chestnut Trail	1,039.09 lf	Total	4,531.40 lf

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

19. **LIBRARY: Consider approving invoice #10698 in the amount of \$675.00 from Mark A. Stewart Architecture for the Needville Branch Library renovations.**

Moved by Commissioner Prestage, Seconded by Commissioner O’Shieles, duly put and unanimously carried (4-0), it is ordered to approve invoice #10698 in the amount of \$675.00 from Mark A. Stewart Architecture for the Needville Branch Library renovations.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

20. **TAX ASSESSOR/COLLECTOR:**
(1) Consider approving Resolution requesting authorization for public sale of property taken under Cause No. 71,178.
(2) Enter into the minutes by the Tax Assessor/Collector (According to Sec. 26.04 of the State Property Tax Code) the Certified Roll totals for Fort Bend County General Fund and Fort Bend County Drainage.

Moved by Commissioner Prestage, Seconded by Commissioner O’Shieles, duly put and unanimously carried (4-0), it is ordered to approve items 20(1) and 20(2).

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

21. **1:30 p.m. - Hold Public Hearing and consider taking action on the following:**
(1) close Ardwell Drive at Old Richmond Road, Pct. 3.

No public comments.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to close Ardwell Drive at Old Richmond Road, Pct. 3.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(2) replat of Reserve “F” of Cinco Ranch Greenway Village, Section 10, Pct. 3.

No public comments.

No action.

22. **PURCHASING:**
(1) Authorize advertising for bids for hand held PC’s for ambulance units for documentation system.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to authorize advertising for bids for hand held PC’s for ambulance units for documentation system as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

item #22 continued - Purchasing:**(2) Consider taking action on the following bids:****a. Bridge at Pink Taylor Run over Brooks Branch - Bid #98-058.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to award bid #98-058 to BLS Construction, Inc. in the amount of \$93,600.00 for bridge at Pink Taylor Run over Brooks Branch as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

b. Tempered glass repair at George Memorial Library - Bid #98-059.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to re-advertise for bids for tempered glass repair bid # 98-059 at George Memorial Library as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(3) Consider renewing sign language interpreter contract pursuant to Bid #98-032.

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to renew sign language interpreter contract with Nightingale Adult Day Center pursuant to bid #98-032 as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(4) Consider authorizing the purchase of computer equipment from Dell Marketing a State of Texas Qualified Information Systems vendor.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize the purchase of computer equipment from Dell Marketing a State of Texas Qualified Information Systems vendor as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(5) Consider authorizing the renewal of service maintenance agreement with Tiburon.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to authorize the renewal of service maintenance agreement with Tiburon.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

23. Approve bills.

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

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve final payment to D&W Construction in the amount of \$12,336.38 for East Annex parking lot.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

Recess:

Recessed at 1:40 p.m.

Closed Session:

Convened at 2:04 p.m.
Adjourned at 2:16 p.m.

Reconvene:

Reconvened at 2:21 p.m.

- 24. Meet in Closed Session to discuss the following matters:**
(1) Threatened Litigation.
(2) Land Matters: Pct. 1 and Pct. 2.
as authorized by TX Gov. Code, Sec. 551/071/072; and consider taking action in Open Session.

No court action.

- 25. Addendum:**
(1) Discuss and consider waivers of tax penalty and interest.

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and carried (3-1), it is ordered to authorize waiver of tax penalty and interest for Edgar and Laura P. Finner in the amount of \$22.87 and \$2.28 due to error by Central Appraisal District and/or Tax Assessor/ Collector as requested by Edgar Finner.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	no		

item #25 continued - addendum: discuss and consider waivers of tax penalty and interest:

Moved by Commissioner O’Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to deny waiver of tax penalty and interest for A-Ham Properties \$1,251.21 and \$964.13.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

Moved by Commissioner Lutts, Seconded by Commissioner O’Shieles, duly put and unanimously carried (4-0), it is ordered to deny waiver of penalty and interest for Massand Gopal in the amount of \$83.62 and attorney fees in the amount of \$82.22.

Judge Rozell	absent	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

26. Adjournment.

Commissioners Court adjourned at 2:22 p.m. on Tuesday, August 11, 1998.

DATE: 8-11-98

FORT BEND COUNTY COMMISSIONERS COURT

Public Participation Form

3-MINUTE TIME LIMIT

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: EDGAR FINNER

HOME ADDRESS: P.O. BOX 275
NEEDVILLE; TX

HOME TELEPHONE: 409-793-4226

PLACE OF EMPLOYMENT: _____

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? YES

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? TAX PENALTY.

In general, are you for or against such agenda item (or items)? _____

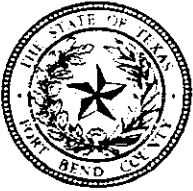
Signature Edgar Finner

NOTE: This **Public Participation Form** must be presented to the **County Clerk or County Judge** prior to the time that the agenda item (or items) you wish to address are discussed before the Court. **NOTE: 3-MINUTE TIME LIMIT**

On this the 11 day of August, 1998, the Commissioners' Court, with the following members being present:

THE COUNTY OF FORT BEND ROUND DOLLARS ONLY

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



CONSTABLE PRECINCT 4
Fort Bend County, Texas

S.H. "HAL" WERLEIN
Constable

(713) 242-4014
Fax (713) 242-9030

August 3, 1998

Judge Michael D. Rozell
309 S. 4th St., Suite 719
Richmond, Texas 77469

Re: Agenda Item

Dear Judge Rozell:

I am requesting that the following item be included on the Commissioner's Court Agenda for Tuesday, August 11, 1998.

I am requesting a line item transfer of \$700.00 from Property and Equipment (1010) to Utilities (2000).

Your consideration in this matter is greatly appreciated.

Sincerely,

S. H. "Hal" Werlein
Constable Precinct Four

SHW/pp

cc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
County Clerk Dianne Wilson
County Auditor Robert Grayless

I:\CONST4\OFFICE\COMMLTR.QW

COMPLAINT
#5

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

On this the 11th of August, 1998, the Commissioner's Court, with the following members being present:

Mike D. Rozell	-	County Judge
R. L. O'Shieles	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
W. A. "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 Commissioner's 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: Fort Bend County Constable Precinct #4

Department # 026

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Utilities</u>	<u>2000</u>	<u>700.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
TOTAL TRANSFERRED TO: \$		<u>700.00</u>

TRANSFER FROM:

<u>Property & Equipment</u>	<u>1010</u>	<u>700.00</u>
TOTAL TRANSFERRED FROM:		<u>700.00</u>

EXPLANATION: Projection by Arlene Kirkpatrick, Telecommunications
of \$700.00 shortage in telephone account.

Department Head:

S.H. Werlein
S.H. "Hal" Werlein

DATE:

8-4-98

ROUND DOLLARS ONLY

THE COUNTY OF FORT BEND

BY:

Mike D. Rozell, County Judge

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

On this the 11th day of August, 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: Telecommunications Department #: 038

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Fees & Services</u>	<u>4010</u>	<u>\$10,000.00</u>
<u>Part-Time</u>	<u>0201</u>	<u>\$ 5,000.00</u>
<u>Property & Equipment</u>	<u>1010</u>	<u>\$43,000.00</u>
TOTAL TRANSFERRED TO:		<u>\$ 58,000.00</u>

TRANSFER FROM:

<u>Rentals</u>	<u>3020</u>	<u>\$10,000.00</u>
<u>Rentals</u>	<u>3020</u>	<u>\$ 5,000.00</u>
<u>Utilities</u>	<u>2000</u>	<u>\$43,000.00</u>
TOTAL TRANSFERRED FROM:		<u>\$ 58,000.00</u>

EXPLANATION: Due to approved projects that were not included in or removed
from the Telecommunications FY'98 Budget, and Part-Time salaries to cover
the Courthouse Complex PBX Operators.

Department Head: Mary Adene Kirkpatrick Date: 08/03/98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: Mike D. Rozell

Mike D. Rozell, County Judge



TELECOMMUNICATIONS DEPARTMENT

FORT BEND COUNTY, TEXAS

ARLENE KIRKPATRICK
Supervisor

MEMORANDUM

(281) 341-3777
Fax (281) 341-3776
Pager (713) 763-5341

TO: Jim Edwards, Budget Officer

FROM: Arlene Kirkpatrick, Telecommunications Supervisor *Arlene*

SUBJECT: Line Item Transfers

DATE: August 3, 1998

I am writing to provide justification on requesting line item transfers within the Telecommunications FY'98 Budget. As per our discussions, there have been several unbudgeted projects approved this year that has resulted in the need to transfer funds. Although funding can be moved within my budget, we discussed that if necessary, funding could be made available from contingency. Below is an outline of projects and requests that support the transfers for your review and consideration:

PROJECT	EXPENDITURE/ EST. EXPENDITURE	OBJECT AFFECTED
County Judge-Com's Phones	\$ 1,200.00	1010
Human Services	\$ 166.66	1010
Recycling Center	\$ 1,042.86	1010 & 4010
Recycling Center Phase II	\$ 3,169.28	1010 & 4010
Constable Pct. 2	\$ 481.36	1010
EMS	\$ 189.10	4010
CSCD - Legion Drive	\$ 1,195.00	1010 & 4010
CSCD - Church Bldg	\$ 1,200.00	1010
CSCD - Dairy Ashford	\$10,000.00*(See Note)	1010 & 4010
Library - Lutts/Fulshear	\$ 1,854.53	1010 & 4010
Library - Cinco Ranch	\$ 70.00	1010
Library - George Memorial	\$ 4,000.00*(See Note)	1010
East End Annex - Electrical	\$ 632.00	4010
Emergency Mgmt/Com Pct.1	\$ 8,128.70*(See Note)	1010
Road & Bridge - Beechnut	\$ 5,000.00*(See Note)	1010
Road & Bridge - Vehl Maint	\$ 7,552.00*(See Note)	1010
Telecommunications	\$ 4,180.00*(See Note)	1010
Telecommunications	\$ 2,560.00*(See Note)	4010
Telecommunications	\$ 5,000.00*(See Note)	0201
TOTAL:	\$58,000.00	

Below is an explanation of why some of these projects were or are necessary:

- 1) **CSCD - Dairy Ashford - Received a letter from the department that they are moving 6 people into the existing Dairy Ashford Complex. This is an unbudgeted project and the costs associated are for the telephone sets, common equipment and labor;**
- 2) **Library - George Memorial - We have experienced numerous HL&P electrical outages over the last several months. The Library's telephone system is not protected by a UPS system. This is an unbudgeted project, however, it is necessary in order to protect the telephone system from damage;**
- 3) **Emergency Management/Com Pct. 1 - While working on this project, both Lucent Technologies and I decided that one T-1 between that location and the Courthouse was not sufficient during an emergency. I funded the costs associated w/2nd T-1;**
- 4) **Road & Bridge - Beechnut - Project was approved to be funded by Road & Bridge and Telecommunications. This was an unbudgeted project;**
- 5) **Road & Bridge - Vehicle Maint - When R&B acquired Vehicle Maintenance, I visited the location with Bobby Hughes and discussed taking them off the Criminal Justice Complex telephone system and installing a separate telephone system. This is an unbudgeted project;**
- 6) **Telecommunications - Ordered a digital station card due to the listed unbudgeted additions;**
- 7) **Telecommunications - I have received requests from the District Clerk and the County Clerk to bring in telephone etiquette and hostile customer training. This is an unbudgeted project; and,**
- 8) **Telecommunications - Due to the vacant full-time position being filled at the East End Annex Building, additional funding is needed in Part-Time for the Courthouse Complex.**

I propose the line-item transfers as follows:

FROM OBJECT	TO OBJECT
\$10,000.00 - 3020 (Rentals)	4010 (Fees & Services)
\$ 5,000.00 - 3020 (Rentals)	0201 (Part-Time)
\$43,000.00 - 2000 (Utilities)	1010 (Property & Equipment)

If you have any questions or need additional information, contact me at (281) 341-3777 or page me at (713) 763-5341. Thank you for your assistance with this request.

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998 98-08-05 A10:15 IN

On this the 11 day of AUG, 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: PARKS Department #: 070

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>REPAIRS</u>	<u>010-070-0700-7007</u>	<u>\$7,400</u>
<u>RENTALS</u>	<u>010-070-0700-3020</u>	<u>\$600</u>

TOTAL TRANSFERRED TO: \$ 8,000

TRANSFER FROM:

<u>TRAVEL REIMB.</u>	<u>010-070-0700-0701</u>	<u>\$1,000</u>
<u>PERMANENT IMPROV.</u>	<u>010-070-0700-1070</u>	<u>\$7,000</u>

TOTAL TRANSFERRED FROM: \$ 8,000

EXPLANATION: To cover unexpected repairs to water wells at Mustang & Jake Dove Community Centers. To repair a wrecked tractor and a power sprayer for vehicles and equipment in Fresno.

Department Head: Dr. Wayne D. Davis Date: AUG. 5, 1998

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY:

Mike D. Rozell
Mike D. Rozell, County Judge

THE COUNTY OF FORT BEND ROUND DOLLARS ONLY

BY: 
Mike D. Rozell, County Judge

**FORT BEND COUNTY
TRAVEL AUTHORIZATION**

AGENDA ITEM #6
07-28-98 P03:37 IN

TO: COMMISSIONERS COURT

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

Sgt. Larry Riendeau
Dep. Andrew Patti
Lt. Vera Reeves

DATE OF DEPARTURE: 10/03/98

DATE OF RETURN: 10/10/98

DESTINATION: Oakland, CA

PURPOSE OF TRIP: to attend a Tiburon Software Users Group Training Session

MODE OF TRANSPORTATION: Airline

FUNDING SOURCE: 010-027-0270-4014

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

DATE: 07/28/98

Milton Wright
Signature

APPROVED COMMISSIONERS COURT: Presiding Official [Signature]

Date _____

(Emergency Approval: _____ Date _____)



ARLENE KIRKPATRICK
Supervisor

TELECOMMUNICATIONS DEPARTMENT

FORT BEND COUNTY, TEXAS

(281) 341-3777
Fax (281) 341-3776
Pager (713) 763-5341

MEMORANDUM

TO: 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

FROM: Arlene Kirkpatrick, Telecommunications Supervisor *Arlene*

SUBJECT: Out-Of-State Travel Request

DATE: August 6, 1998

I am writing to respectfully request your consideration in approving an out-of-state travel request to attend a Lucent Technologies course at a training center in Pasadena, California. The course is from November 17, 1998 to November 19, 1998. (This course is only offered in California, Maine and New York.)

I feel that this course, geared specifically for the Telecommunications field, will provide me with the necessary tools to improve the areas of concern that was reflected in my last performance review.

The course is entitled, "Project Management for Telecommunications Managers." Attached is a course synopsis for your review. The cost of the course is \$1,300.00, however, on the basis that I have earned enough course credits on telephone systems, Lucent Technologies has waved the cost of the course.

In researching the cost of hotels and airfare, below is an estimated cost summary for your review:

Hotel:	4 Nights @ \$108.00	= \$432.00 plus hotel tax
Airfare:	Round Trip (booked early)	= \$201.00
Estimated Costs:		= \$633.00

Funding is available in FY'98 Budget.

If you have any questions or need additional information, please contact me at (281) 341-3777 or page me at (713) 763-5341. I appreciated your consideration in approving this request.

Attachment

**FORT BEND COUNTY
TRAVEL AUTHORIZATION**

TO: COMMISSIONERS COURT

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

Mary Helen Kipatuck (See Attached Letter)

Course: NO charge Airfare: \$201.00 Hotel: \$432.00 + tax

DATE OF DEPARTURE: 11-16-98

DATE OF RETURN: 11-20-98

DESTINATION: Pasadena, California

PURPOSE OF TRIP: Attend Lucent Technologies training course, "Project Management for Telecom Managers"

MODE OF TRANSPORTATION: Air

FUNDING SOURCE: 010-038-0380-0701

DEPARTMENT HEAD APPROVAL: Mary Helen Kipatuck / Telecommunications
Name & Department

DATE: 08/06/98

Mary Helen Kipatuck
Signature

APPROVED COMMISSIONERS COURT: Presiding Official Barry L. [Signature]

Date _____

(Emergency Approval: _____ Date: _____)

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For questions about this course or to register, call 1-800-255-8988

TCM1000 / PROJECT MANAGER FOR THE TCM (TELECOMMUNICATIONS MANAGER)

Course Locations and Sessions

CA...PASADENA.....	11/17
MA...NEWTON.....	10/13
NY...VALHALLA	09/15

Course Synopsis

LUCENT TECHNOLOGIES TELECOMMUNICATIONS MANAGER CERTIFICATION PROGRAM COURSE SYNOPSIS

COURSE NAME:	PROJECT MANAGEMENT FOR THE TCM (TELECOMMUNICATIONS MGR.)
COURSE NUMBER:	TCM1000
COURSE LENGTH:	3 DAYS
PREREQUISITES:	NONE
AUDIENCE:	TELECOMMUNICATIONS PROFESSIONALS
COURSE DESCRIPTION:	<p>WITHIN THE DESIGN OF THIS COURSE THE STUDENT WILL LEARN:</p> <ul style="list-style-type: none"> - A STEP-BY-STEP PROCESS TO PLAN, ORGANIZE, MONITOR, AND CONTROL A PROJECT - THE DEFINITION OF A PROJECT AND PROJECT MANAGEMENT - THE LIFE CYCLE OF A PROJECT AND WHAT MUST BE DONE DURING EACH STAGE - THE ELEMENTS THAT MUST BE CONTINUOUSLY MANAGED THROUGHOUT THE LIFE CYCLE OF A PROJECT - THE CHARACTERISTICS, ROLES, AND RESPONSIBILITIES OF A PROJECT MANAGER - THE IMPORTANCE OF PLANNING FOR SUCCESSFUL ACHIEVEMENT OF PROJECT OBJECTIVES - THE TERMINOLOGY USED IN PROJECT MANAGEMENT - THE RELATIONSHIP BETWEEN PROJECT MANAGEMENT AND PROCESS MANAGEMENT - THE WAY IN WHICH PROJECT MANAGEMENT SUPPORTS THE QUALITY PROCESSES OF DEFINING CUSTOMER/SUPPLIER RELATIONSHIPS AND TASK OUTPUTS/MEASUREMENTS - THE TOP CHOICES IN PROJECT MANAGEMENT SOFTWARE AND THEIR KEY FEATURES - THE STAGES OF TEAM DEVELOPMENT AND THE WAY IN WHICH PROJECT MANAGEMENT SUPPORTS THAT PROCESS
COURSE OBJECTIVES:	<p>AT THE CONCLUSION OF THIS PROGRAM, THE STUDENT WILL HAVE DEVELOPED AND PRACTICED SKILLS IN:</p> <ul style="list-style-type: none"> - DEVELOPING A PROJECT PLAN INCLUDING: <ul style="list-style-type: none"> - DEFINING PROJECT OBJECTIVES, SCOPE, PERFORMANCE CRITERIA, ASSUMPTIONS, RISKS AND CONSTRAINTS - ESTABLISHING ROLES, RESPONSIBILITIES, AND ACCOUNTABILITY

- DEFINING AND ALLOCATING TIME AND COSTS
- DEVELOPING A MASTER SCHEDULE AND ACTIVITY NETWORK DIAGRAM BASED ON ACTIVITY DURATIONS AND INTERDEPENDENCIES
- USING A PROJECT PLAN TO MONITOR AND EVALUATE PROGRESS AND STATUS, AND TAKE CORRECTIVE ACTION
- USING A PARTICIPATIVE TEAM APPROACH TO MANAGING A PROJECT

1/98

PAGE 2 --- TCM1000

INSTRUCTIONAL METHOD: INSTRUCTOR-LED DISCUSSION, DEMONSTRATIONS AND HANDS-ON EXERCISES

COURSE PRICE: TUITION IS \$1300. PER STUDENT

COURSE MANAGER: MICHEAL RICHIER (303) 488-5117

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R.L. "Bud" O'Shieles
County Commissioner

PRECINCT #1 COMMISSIONER

Fort Bend County, Texas

08-06-98 11:27 AM

#8

(281) 344-9400
Fax (281) 342-0587

MEMORANDUM

TO: Mandi Bronsell
County Judges's Office

FROM: Commissioner R. L. "Bud" O'Shieles

DATE: August 5, 1998

Please place the following on the Commissioners' Court Agenda for August 11, 1998:

Consider accepting Cotton Drive (2,753.89 LF) in Janda Country Estates and release bond #ARB001962 in the amount of \$86,500.00, Pct. 1

Cc: Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
County Attorney Bud Childers

A handwritten signature in cursive script, appearing to read "Bud", is written in black ink.



ENGINEERING
Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

August 5, 1998

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
P.O. Box 762
Richmond, Texas 77406-0762

RE: Janda Country Estates

Dear Commissioner:

A final inspection of the road for the above referenced subdivision was made, and all of the deficiencies have been corrected. The street, along with the footage length, is as follows:

Cotton Drive 2,753.89 LF

The subdivision was annexed by the Town of Fairchilds and will be County maintained through interlocal agreement.

The current bond is # ARB 001962 in the amount of \$ 86,500.00 . Release bond to:

Mr. Karl Baumgartner
Mobil Factory Outlet, Inc.
2001 First St.
Rosenberg, Texas 77471

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

Sincerely,

A handwritten signature in black ink, appearing to read "Gene Freund", is written over the typed name.

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

MGF/mjs

cc: Mr. Karl Baumgartner, Mobil Factory Outlet, Inc.
Charles A. Kalkomey, P.E, Pledger Kalkomey, Inc.
File

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

ARB001962 \$ 86,500.00

Name: P=Mobile Factory Outlet, Inc. S= American Reliable Ins. Co.

RIDER TO BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):

Janda Country Estates


RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Mr. Karl Baumgartner Mobile Factory Outlet, Inc.

Address: 2001 First St.

City/State/Zip: Rosenberg, Texas 77471

AGREED:


FORT BEND COUNTY ENGINEER


COMMISSIONER, PRECINCT # 1

COURT APPROVED: 8-11-98 # 9
DATE OF RETURN: 8-13-98
BY: Marianna Webb
Deputy County Clerk



W.A. "Andy" Meyers
Commissioner

COMMISSIONER PRECINCT 3
Fort Bend County, Texas

#9

MEMO

DATE: August 5, 1998
TO: Mandi Bronsell
FROM: Dana Benoit *DB*
RE: Agenda Item

Please place the following item on the August 11th Commissioners Court agenda.

Consider approving project agreement with the City of Sugar Land for repairs to Burney Road.

Thank you for your assistance with this matter.

cc: Judge Rozell
Commissioner O'Shieles
Commissioner Prestage
Commissioner Lutts
Bud Childers
Jim Edwards
Robert Grayless
File



COUNTY ATTORNEY
Fort Bend County, Texas

#9

BEN W. "Bud" CHILDERS
County Attorney

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

TO: Mandi Bronsell

cc: Commissioners
Marc Grant, Road & Bridge

FROM: Laura Johnson

DATE: 8/5/98

SUBJECT: Agenda Item

Please place the following Interlocal Agreements on the August 11, 1998 agenda for the Court's consideration:

Project Agreement between Fort Bend County and City of Sugar Land
for repairs to Burney Road at County expense.

/lj:2349-

1 orig ret'd to City of SL + the other orig ret'd to Bobby Hughes of Rd & B

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

**TRANSPORTATION CODE AGREEMENT BETWEEN THE
COUNTY OF FORT BEND AND THE CITY OF SUGAR LAND**

This agreement is entered into between the County of Fort Bend, hereinafter referred to as "**County**", and the City of Sugar Land, hereinafter referred to as "**City**".

WHEREAS, the **City** desires the **County's** assistance in repairs to Burney Road within the corporate limits of said **City**; and

WHEREAS, the **County** desires to assist the **City** in repairs to Burney Road within the corporate limits of said **City**; and,

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

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

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 251.012 of the Texas Transportation Code, V.T.C.A., entitled County Authority in Municipality.

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

The **County** will assist the **City** with the project according to the Scope of Work attached hereto as Exhibit "A" and made a part hereof for all purposes.

I.
ESTIMATED COST OF PROJECT

Under Section 251.012 of the Transportation Code, the county may spend county money to finance the construction, improvement, maintenance, or repair of a street or alley in the county that is located in the municipality, including the provision of:

- (1) necessary roadbed preparation or material;
- (2) paving or other hard covering of the street or alley; or
- (3) curbs, gutters, bridges, or drainage facilities.

County work authorized by this section may be done or financed:

- (1) by the county through the use of county equipment;
- (2) by an independent contractor with whom the county has contracted;
- (3) by the county as an independent contractor with the municipality; or
- (4) by the municipality, with the municipality to be reimbursed by the county.

In the Burney Road Repairs, the County is supplying, at the County's expense, approximately the following:

72 Operator Hours @ \$12.50 per hour	\$ 900.00
52 Equipment Hours @ \$35.00 per hour	<u>\$ 1,820.00</u>
Total	\$ 2,720.00

II. **INDEMNIFICATION**

The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the requested services.

The City agrees to indemnify and hold the County harmless with respect any claim, demand or suit arising after the services made the subject of this agreement are completed.

III. **TERM**

Either party may terminate, with or without cause by giving at least 10 days written notice to the other party.

IV. **MISCELLANEOUS**

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Agreement will begin on the date approved by Fort Bend County Commissioners Court.

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

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed to **Fort Bend County Commissioners' Court** and submitted to the following representative:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge Michael D. Rozell

Notices to **City** shall be delivered to:

City of Sugar Land
Mayor Dean Hrbacek
10405 Corporate Drive
Sugar Land, Texas 77478

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

CITY OF SUGAR LAND

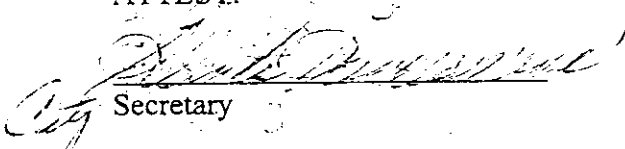
By: _____


~~Mayor~~

Date: _____

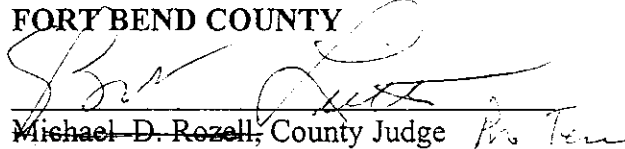
8-6-98

ATTEST:


Secretary

FORT BEND COUNTY

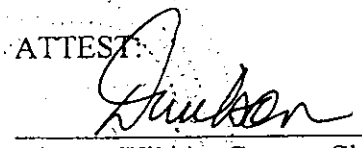
By: _____


Michael D. Rozell, County Judge *Pro Tem*


Date: _____

8-11-98

ATTEST:


Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATION

~~I hereby certify that funds are available to pay the obligation of Fort Bend County under and within the foregoing contract.~~ 

Robert Grayless, Auditor

STATE OF TEXAS §

COUNTY OF FORT BEND §

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

On this the 11 day of August, 19 98, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Agreement between Fort Bend County and City of Sugar Land for repairs to Burney Road. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

**FORT BEND COUNTY ROAD & BRIDGE DEPARTMENT**

Fort Bend County, Texas

C.W. "BILL" HENRY
Road Commissioner

(713) 342-4513
Fax (713) 341-8017

DATE: July 29, 1998

TO: Dana Benoit
Executive Assistant
Precinct 3
Fax: 242-9060

FROM: Marc Grant, Superintendent
Fort Bend County Road and Bridge

RE: Burney Road and Maintenance Facility

Enclosed is a copy of the revised City of Sugar Land request for Burney Road and two small parking areas at their Maintenance Facility. Both of these requests are in Precinct 3.

BURNEY ROAD

72 Operator hours at \$12.50 =	\$ 900.00
52 Equipment hours at \$35.00 =	\$1,820.00
Total =	\$2,720.00

PARKING AREAS

64 Operator hours at \$12.50	\$ 800.00
40 Equipment hours at \$35.00	\$1,400.00
Total =	\$2,200.00

Sugar Land will pay for all materials used. If you have any questions please do not hesitate to call me at 281-980-3724.

c: Bill Henry, Road Commissioner
File

attachments
cc: data/joyce/mar.cor

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

July 22, 1998

Mandi Bransell

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~~ *Bransell*

Please add the following items to the agenda for the Commissioners' Court Meeting on August 11, 1998:

1. Approve payment of bills.

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

Yours truly,

Gayle G. Kennedy

Gayle G. Kennedy
Administrative Assistant

FORT BEND FLOOD CONTROL
WATER SUPPLY CORPORATION
BILLS FOR 7/22/98

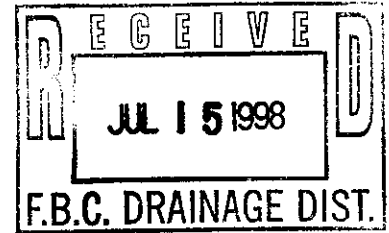
DON RUSSELL	DIRECTORS FEES	\$100.00
PAUL J. COUNCIL	DIRECTORS FEES	\$400.00
JIM CONDREY	DIRECTORS FEES	\$100.00
A. J. COLBERT	DIRECTORS FEES	\$100.00
RICK ZAPALAC	DIRECTORS FEES	\$200.00
GAYLE G. KENNEDY	SERVICES AND EXPENSES FOR MAY, JUNE AND JULY 1998	\$1,055.00
LJA LAND DEVELOPMENT	ENGINEERING FEES FOR MAY AND JUNE	\$7,080.76
DISTRICT DATA SERVICES, INC	BOOKKEEPING SERVICES FOR APRIL, MAY, AND JUNE	\$1,243.05
VINSON & ELKINS LLP	LEGAL SVCS THUR 5/31/98	\$11,335.30
NULL-LAIRSON	FINAL BILLING FOR 1997 AUDIT	\$2,450.00
NATIONSBANK	SVC CHGS FOR 4 MTHS	\$95.05
TOTAL		\$24,159.16

2929 Briarpark Drive
Suite 500
Houston, Texas 77042-3703

Phone 713.953.5200
Fax 713.953.5026

July 15, 1998

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

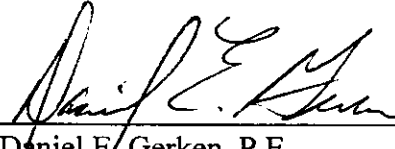


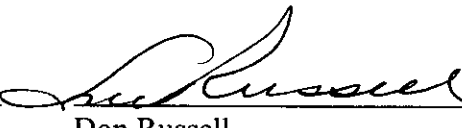
Re: April, May and June 1998 Invoices
Fort Bend Flood Control Water Supply Corporation

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 July 22, 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 August 4, 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. 1270

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 7/22/98

REQUISITION CERTIFICATE NO. 1271

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 \$ 400.00
for Directors fees for attending 4 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 \$ Four 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 7/27/98

REQUISITION CERTIFICATE NO. 1272

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 7/27/98

REQUISITION CERTIFICATE NO. 1273

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 7/22/98

REQUISITION CERTIFICATE NO. 1274

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 7/22/98

REQUISITION CERTIFICATE NO. 1275

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 \$ 1,055.00
for Services and expenses for the month of May, June & July

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 thousand, fifty-five 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 7/21/98

REQUISITION CERTIFICATE NO. 1276

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 \$ 7,080.76
for Engineering fees for April and May, 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 \$ Seven thousand, eighty dollars and 76/100

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 7/22/98

REQUISITION CERTIFICATE NO. 1277

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 District Data Services \$ 1,243.05
for Bookkeeping services for April, May and June

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 thousand, two 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 7/22/98

REQUISITION CERTIFICATE NO. 1278

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. \$ 11,335.30
for Legal Services through May 31, 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 \$ Eleven thousand, three hundred, thirty-five dollars and 30/100

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 7/22/98

REQUISITION CERTIFICATE NO. 1279

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 \$ 2,450.00
for Final 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 \$ Two thousand, four 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 7/22/98

REQUISITION CERTIFICATE NO. 1280

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 NationsBank \$ 95.05
for Account Analysis for February, March, April and May, 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 \$ Ninety-five 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**



Paul J. Council, Authorized Representative

Date 7/22/98



COUNTY ATTORNEY
Fort Bend County, Texas

#13(1)

BEN W. "Bud" CHILDERS
County Attorney

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

TO: Mandi Bronsell

cc: Commissioners
DeWayne Davis, Parks Department

FROM: Laura Johnson

DATE: 8/3/98

SUBJECT: Agenda Item

The County Attorney's office has prepared the enclosed Lease Agreement between Fort Bend County and the Barbara Jordan Youth Center. Please place on the August 11, 1998 agenda.

Thanks

/lj:2793

orig ret'd to DeWayne Davis - Parks Dept 8-13-98 jrm

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING EXECUTION OF LEASE
AGREEMENT BETWEEN FORT BEND COUNTY AND
THE BARBARA JORDAN YOUTH CENTER**

On this the 11 day of August, 1998, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Prestage, duly put and carried,

IT IS ORDERED that County Judge Michael D. Rozell be, and he is hereby, authorized to execute a Lease Agreement between Fort Bend County and the Barbara Jordan Youth Center for additional recreational educational programs for the youths of the County, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**LEASE AGREEMENT BETWEEN FORT BEND COUNTY
AND THE BARBARA JORDAN YOUTH CENTER**

This Lease Agreement is made effective this 11 day of August, 1998, by and between Fort Bend County, Texas, a body corporate and politic (hereinafter referred to as Lessee), and Barbara Jordan Youth Center, a Texas non-profit corporation, acting herein by and through its duly authorized officer (hereinafter referred to as Lessor).

WITNESSETH:

WHEREAS, the County needs additional recreational and educational programs for the youths of the County; and,

WHEREAS, the County desires to lease from the Barbara Jordan Youth Center, to provide programs for the youths of the County; and,

WHEREAS, the County is authorized to provide recreational and educational programs for a public purpose and in accordance with Section 332.002, Texas Local Government Code; and

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereby agree as follows:

**I.
LEASED PREMISES**

1.01 The parties agree the leased premises shall be more particularly described as follows:

Being a 6.19 acre tract out of a 7.19 acre tract on Section 26, H. & T.C.R.R. Co. Survey, Ref. Vol. 382, page 260, Deed Records of Fort Bend County, Texas.

1.02 It is expressly provided that this Lease is subject to the limitation, if any, on **Lessor's** title and no representation is intended as to the accurate total number of acres involved. The portion leased to **Lessee** shall include 6.19 acres.

II. LEASE TERM

2.01 The term of this Lease Agreement shall be from the effective date hereof, until _____, unless sooner terminated according to other terms stated herein.

2.02 **Lessee** may extend and renew the **Lease** for an additional term of one year, with **Lessor's** written consent, by requesting such renewal in writing on or before thirty (30) days preceding the expiration of the lease term.

2.03 Either party may terminate this Lease Agreement with thirty (30) days written notice.

III. RENT

3.01 Rental for said year term shall be \$0.00. **Lessee** agrees to provide maintenance on a regular basis at the Barbara Jordan Youth Center facilities at 8705 Park Street, Needville, Texas.

IV. USE

4.01 That the said premises shall be used for the operation and maintenance of recreational facilities for organized and supervised Youth Club Activities, including but not limited to Little League Ball Clubs. Only legal activities will be conducted of the highest moral dignity. No alcoholic beverages will be served without the permission of **Lessor** and at the premises will remain

a non-segregated facility. Any violation of this provision will constitute an automatic termination of the use of the land.

4.02 Adequate parking will be maintained by **Lessee** to support such activities. The remaining property will be used for the operation and maintenance of recreational facilities for organized and supervised Youth Club Activities.

V. IMPROVEMENTS

5.01 All installations and/or improvements placed by **Lessee** on the leased premises shall be free of all liens and encumbrances, shall remain **Lessee's** property and shall be removed within ninety (90) days after termination of this Lease at **Lessee's** expense. **Lessee** shall restore the property, at its sole expense, to as near the original condition as practical, including the filling of any holes and leveling of any mounds.

5.02 **Lessee** will construct no permanent improvements on the leased premises without the consent from the **Lessor** in writing thereto first had and obtained.

5.03 **Lessee** will maintain the demised land in a clean, wholesome, safe and sanitary condition throughout the lease term. **Lessee** shall bear the expense and responsibility for cutting the grass.

VI. INDEMNIFICATION

6.01 **Lessor** agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards, for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property,

including consequential damages arising out of or resulting from the acts, errors and omissions of **Lessor** under this Agreement.

VII.
LIABILITY INSURANCE

7.01 **Lessor** shall, during the entire term of this Agreement, keep in full force and effect a policy or general liability insurance in which the limits shall not be less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,00 for each single occurrence for destruction of property. The policy shall name County and **Lessor** as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Insurance Department and a copy of the policy or certification of insurance shall be delivered to County on or before the date of this Agreement.

VIII.
INDEPENDENT CONTRACTOR

8.01 In the performance of work or services hereunder, **Lessor** shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of **Lessor** or, where permitted, of its subcontractors.

IX.
SUCCESSORS AND ASSIGNS

9.01 This Agreement be binding on the heirs, successors and assigns of the parties hereto. **Lessee** shall not assign, sublet or transfer its interest or obligations in and under this agreement without the prior, written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

X.
OPTION TO PURCHASE

10.01 In connection with the lease entered into by and between Barbara Jordan Youth Center and Fort Bend County, and in connection with the lands covered thereby, Barbara Jordan Youth Center hereby agrees that in the event during the term of said lease it received a bona fide offer of purchase of said lands from any third party that it will immediately in writing communicate the terms of such offer to Fort Bend County and Fort Bend County shall have a period of thirty (30) days in which to elect to acquire the property on the same terms as contained in the bona fide offer made by a third party. Failure to reply to the notice from Barbara Jordan Youth Center within thirty (30) days shall constitute an election by Fort Bend County not to exercise its option to purchase as granted herein.

XI.
NOTICES

11.01 Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners' Court and submitted to the following representative:

To County: Fort Bend County
301 Jackson, 7th Floor
Richmond, Texas 77469
Attn: County Judge Michael D. Rozell

With Copy to: Ben W. "Bud" Childers
County Attorney
301 Jackson, Suite 621
Richmond, Texas 77469

To Barbara Jordan Youth Center: Barbara Jordan Youth Center
P.O. Box 421
Needville, Texas 77461
Attention: Lester Benson, President

IN WITNESS WHEREOF, the parties have executed this Agreement on the datesn indicated below. The effective date of this Agreement is the dated of the last signature hereto.

FORT BEND COUNTY, TEXAS

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

Date: 8-14-98

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

BARBARA JORDAN YOUTH CENTER

By: Lester Benson
Lester Benson, President

Date: 7-31-98



C.W. "BILL" HENRY
Road Commissioner

#14 08-04-98 A10:17 IN

FORT BEND COUNTY ROAD & BRIDGE DEPARTMENT
Fort Bend County, Texas

(281) 342-4513
Fax (281) 238-3635

August 3, 1998

TO: Jim Edwards
Budget Officer

FROM: C.W. "BILL" HENRY *CWH*
ROAD COMMISSIONER

SUBJECT: AGENDA ITEMS

Please place on the agenda for August 11, 1998 the following: Declare an emergency and amend the Road & Bridge budget by increasing Road Materials by \$900,000.00 out of ending balance funds.

cc: County Judge Michael Rozell ✓
Commissioner R.L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
County Auditor Robert Grayless



COUNTY ATTORNEY

Fort Bend County, Texas

#15

BEN W. "Bud" CHILDERS
County Attorney

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

TO: Mandi Bronsell
cc: Commissioners
Milton Wright, Sheriff's Department

FROM: Laura Johnson

DATE: 8/4/98

SUBJECT: Agenda Item

Please place the following Interlocal Agreements on the August 11, 1998 agenda for the Court's consideration:

Mutual Aid Agreement between Fort Bend County and City of Fulshear
Mutual Aid Agreement between Fort Bend County and City of Meadows *-Place*
Mutual Aid Agreement between Fort Bend County and City of Sugar Land
Mutual Aid Agreement between Fort Bend County and City of Missouri City

/lj:2349-

orig sent to Betsy McInvale - Sheriff Dept for signature 8-13-98 Jm

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE THE
MUTUAL AID AGREEMENTS BETWEEN FORT BEND COUNTY AND
CITY OF FULSHEAR, CITY OF MEADOWS PLACE, CITY OF SUGAR LAND
AND CITY OF MISSOURI CITY**

On this the 11 day of August, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage duly put and carried;

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute the Mutual Aid Agreements with City of Fulshear, City of Meadows Place, City of Sugar Land and City of Missouri City for Police Protection. Agreements are attached hereto for all purposes as though fully set forth herein word for word.

STATE OF TEXAS §

COUNTY OF FORT BEND §

**MUTUAL AID AGREEMENT BETWEEN FORT BEND COUNTY AND
THE CITY OF FULSHEAR FOR POLICE PROTECTION**

This Interlocal Agreement for police protection made and entered into among and between **Fort Bend County**, hereinafter referred to as the "County", a body corporate and politic acting herein by and through its Commissioners' Court, and the **City of Fulshear**, organized and existing under and by virtue of the laws of the State of Texas, hereinafter referred to as "City" acting herein by and through their City Council;

WITNESSETH:

WHEREAS, there are within Fort Bend County numerous municipalities and large unincorporated areas whose boundaries are not always immediately discernible on the ground; and,

WHEREAS, the growth and complexity of organized crime and other criminal activity are generally not limited to specified jurisdictions; and,

WHEREAS, the governing body of the County and the City desire to improve law enforcement by entering into an Interlocal Agreement for police protection and law enforcement pursuant to Chapter 791, TEX. GOV. CODE; and,

WHEREAS, the County and the City, pursuant to the provisions of Chapter 791, TEX. GOV. CODE, have determined that it would be in the best interest of the County and the City and the citizens and inhabitants thereof to enter into an Interlocal Agreement in order to provide better police protection by authorizing cooperation among the law enforcement branch of the City and County in the investigation of criminal activity and the enforcement of laws of this State in the geographic area covered by the City and the unincorporated portions of the County;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits, the parties agree as follows:

I.

The County and the City by this Agreement authorize, but do not require, their respective peace officers to cooperate with each other in the investigation of criminal activity and enforcement

of the criminal laws of this State. The jurisdiction of the said peace officers shall include all the geographic area within the boundaries of the City and the unincorporated portions of the County, said area being hereinafter called the "territory". It is the intent of the parties hereto to extend and expand the territorial jurisdiction and authority of their respective peace officers and nothing contained herein is intended, nor shall it be construed, to restrict or limit in any way the authority which such peace officers now have.

II.

While any peace officer employed by either the County or by the City is in another jurisdiction pursuant to this Agreement, such peace officer shall remain a peace officer to the jurisdiction by which he is employed with all the powers of a peace officer in the County or the City, whichever is applicable, as fully as though he were within the County or the City where employed, and his qualification for office where regularly employed shall constitute his qualification for office in the County or such other City.

III.

Any peace officer who performs peace officer duties outside the territorial limits of the jurisdiction where he is employed as a peace officer shall be entitled to the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, the same as though the service had been rendered within the limits of the jurisdiction where he is employed. All compensation and expenses of said peace officer shall be a cost of, and paid by, the political subdivision which employs said peace officer.

IV.

Each party hereto agrees that it shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expense, and expenses of travel, food, lodging or other compensation or expenses of a peace officer employed by another party regardless of whether such peace officer performed peace officer work outside the jurisdiction of his or her employer.

V.

Each party hereto agrees that it shall have no liability whatsoever for the torts or other acts of a peace officer employed by another party hereto regardless of where such tort or act occurred.

VI.

Each party hereto agrees that it will not seek to recover compensation or reimbursement of expenses from any other party hereto for services performed by its peace officers pursuant to this agreement.

VII.

If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement or their application to other persons or sets of circumstances and to this and all provisions of this Agreement are declared to be severable.

VIII.

This Agreement shall begin on January 1, 1998 and end on December 31, 1998, and must be renewed thereafter. Either party may terminate its participation in this Agreement at any time by giving thirty (30) days written notice of such termination to the other party.

EXECUTED this 11 day of August, 1998.

FORT BEND COUNTY

By:

Michael D. Rozell
Michael D. Rozell, County Judge for term
Bob Lutt

ATTEST

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY SHERIFF

By:

Milton Wright
Milton Wright, Sheriff

CITY OF FULSHEAR

By:

Viola Randle
VIOLA RANDLE, Mayor

ATTEST:

Carol N. Smith
Secretary

js:lj:/fulshear.agr:3137-P:110597

STATE OF TEXAS §

COUNTY OF FORT BEND §

**MUTUAL AID AGREEMENT BETWEEN FORT BEND COUNTY AND
THE CITY OF MEADOWS FOR POLICE PROTECTION**

This Interlocal Agreement for police protection made and entered into among and between **Fort Bend County**, hereinafter referred to as the "County," a body corporate and politic acting herein by and through its Commissioners' Court, and the **City of Meadows**, organized and existing under and by virtue of the laws of the State of Texas, hereinafter referred to as "City" acting herein by and through their City Council;

WITNESSETH:

WHEREAS, there are within Fort Bend County numerous municipalities and large unincorporated areas whose boundaries are not always immediately discernible on the ground; and,

WHEREAS, the growth and complexity of organized crime and other criminal activity are generally not limited to specified jurisdictions; and,

WHEREAS, the governing body of the County and the City desire to improve law enforcement by entering into an Interlocal Agreement for police protection and law enforcement pursuant to Chapter 791, TEX. GOV. CODE; and,

WHEREAS, the County and the City, pursuant to the provisions of Chapter 791, TEX. GOV. CODE, have determined that it would be in the best interest of the County and the City and the citizens and inhabitants thereof to enter into an Interlocal Agreement in order to provide better police protection by authorizing cooperation among the law enforcement branch of the City and County in the investigation of criminal activity and the enforcement of laws of this State in the geographic area covered by the City and the unincorporated portions of the County;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits, the parties agree as follows:

I.

The County and the City by this Agreement authorize, but do not require, their respective peace officers to cooperate with each other in the investigation of criminal activity and enforcement

of the criminal laws of this State. The jurisdiction of the said peace officers shall include all the geographic area within the boundaries of the City and the unincorporated portions of the County, said area being hereinafter called the "territory". It is the intent of the parties hereto to extend and expand the territorial jurisdiction and authority of their respective peace officers and nothing contained herein is intended, nor shall it be construed, to restrict or limit in any way the authority which such peace officers now have.

II.

While any peace officer employed by either the County or by the City is in another jurisdiction pursuant to this Agreement, such peace officer shall remain a peace officer to the jurisdiction by which he is employed with all the powers of a peace officer in the County or the City, whichever is applicable, as fully as though he were within the County or the City where employed, and his qualification for office where regularly employed shall constitute his qualification for office in the County or such other City.

III.

Any peace officer who performs peace officer duties outside the territorial limits of the jurisdiction where he is employed as a peace officer shall be entitled to the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, the same as though the service had been rendered within the limits of the jurisdiction where he is employed. All compensation and expenses of said peace officer shall be a cost of, and paid by, the political subdivision which employs said peace officer.

IV.

Each party hereto agrees that it shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expense, and expenses of travel, food, lodging or other compensation or expenses of a peace officer employed by another party regardless of whether such peace officer performed peace officer work outside the jurisdiction of his or her employer.

V.

Each party hereto agrees that it shall have no liability whatsoever for the torts or other acts of a peace officer employed by another party hereto regardless of where such tort or act occurred.

VI.

Each party hereto agrees that it will not seek to recover compensation or reimbursement of expenses from any other party hereto for services performed by its peace officers pursuant to this agreement.

VII.

If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement or their application to other persons or sets of circumstances and to this and all provisions of this Agreement are declared to be severable.

VIII.

This Agreement shall begin on **January 1, 1998** and end on **December 31, 1998**, and must be renewed thereafter. Either party may terminate its participation in this Agreement at any time by giving thirty (30) days written notice of such termination to the other party.

EXECUTED this 11 day of August, 1998.

FORT BEND COUNTY

By:

Mike D. Rozell
Michael D. Rozell, County Judge

ATTEST:

Dianné Wilson
Dianné Wilson, County Clerk

FORT BEND COUNTY SHERIFF

By:

Milton Wright
Milton Wright, Sheriff

CITY OF MEADOWS

By:

Jim Donald
, Mayor

ATTEST:

Clairie Hargis
Secretary

STATE OF TEXAS §

COUNTY OF FORT BEND §

**MUTUAL AID AGREEMENT BETWEEN FORT BEND COUNTY AND
THE CITY OF SUGAR LAND FOR POLICE PROTECTION**

This Interlocal Agreement for police protection made and entered into among and between **Fort Bend County**, hereinafter referred to as the "County," a body corporate and politic acting herein by and through its Commissioners' Court, and the **City of Sugar Land**, organized and existing under and by virtue of the laws of the State of Texas, hereinafter referred to as "City" acting herein by and through their City Council;

WITNESSETH:

WHEREAS, there are within Fort Bend County numerous municipalities and large unincorporated areas whose boundaries are not always immediately discernible on the ground; and,

WHEREAS, the growth and complexity of organized crime and other criminal activity are generally not limited to specified jurisdictions; and,

WHEREAS, the governing body of the County and the City desire to improve law enforcement by entering into an Interlocal Agreement for police protection and law enforcement pursuant to Chapter 791, TEX. GOV. CODE; and,

WHEREAS, the County and the City, pursuant to the provisions of Chapter 791, TEX. GOV. CODE, have determined that it would be in the best interest of the County and the City and the citizens and inhabitants thereof to enter into an Interlocal Agreement in order to provide better police protection by authorizing cooperation among the law enforcement branch of the City and County in the investigation of criminal activity and the enforcement of laws of this State in the geographic area covered by the City and the unincorporated portions of the County;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits, the parties agree as follows:

I.

The County and the City by this Agreement authorize, but do not require, their respective peace officers to cooperate with each other in the investigation of criminal activity and enforcement

of the criminal laws of this State. The jurisdiction of the said peace officers shall include all the geographic area within the boundaries of the City and the unincorporated portions of the County, said area being hereinafter called the "territory". It is the intent of the parties hereto to extend and expand the territorial jurisdiction and authority of their respective peace officers and nothing contained herein is intended, nor shall it be construed, to restrict or limit in any way the authority which such peace officers now have.

II.

While any peace officer employed by either the County or by the City is in another jurisdiction pursuant to this Agreement, such peace officer shall remain a peace officer to the jurisdiction by which he is employed with all the powers of a peace officer in the County or the City, whichever is applicable, as fully as though he were within the County or the City where employed, and his qualification for office where regularly employed shall constitute his qualification for office in the County or such other City.

III.

Any peace officer who performs peace officer duties outside the territorial limits of the jurisdiction where he is employed as a peace officer shall be entitled to the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, the same as though the service had been rendered within the limits of the jurisdiction where he is employed. All compensation and expenses of said peace officer shall be a cost of, and paid by, the political subdivision which employs said peace officer.

IV.

Each party hereto agrees that it shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expense, and expenses of travel, food, lodging or other compensation or expenses of a peace officer employed by another party regardless of whether such peace officer performed peace officer work outside the jurisdiction of his or her employer.

V.

Each party hereto agrees that it shall have no liability whatsoever for the torts or other acts of a peace officer employed by another party hereto regardless of where such tort or act occurred.

VI.

Each party hereto agrees that it will not seek to recover compensation or reimbursement of expenses from any other party hereto for services performed by its peace officers pursuant to this agreement.

VII.

If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement or their application to other persons or sets of circumstances and to this and all provisions of this Agreement are declared to be severable.

VIII.

This Agreement shall begin on **January 1, 1998** and end on **December 31, 1998**, and must be renewed thereafter. Either party may terminate its participation in this Agreement at any time by giving thirty (30) days written notice of such termination to the other party.

EXECUTED this 11 day of August, 19 98

FORT BEND COUNTY

By:

Mike D. Rozell
Michael D. Rozell, County Judge

ATTEST

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY SHERIFF

By:

Milton Wright
Milton Wright, Sheriff

CITY OF SUGAR LAND

By:

_____, Mayor

ATTEST:

Secretary

js:lj/sugarlan.agr:3137-P:110597

STATE OF TEXAS §

COUNTY OF FORT BEND §

**MUTUAL AID AGREEMENT BETWEEN FORT BEND COUNTY AND
THE CITY OF MISSOURI CITY FOR POLICE PROTECTION**

This Interlocal Agreement for police protection made and entered into among and between **Fort Bend County**, hereinafter referred to as the "County," a body corporate and politic acting herein by and through its Commissioners' Court, and the **City of Missouri City**, organized and existing under and by virtue of the laws of the State of Texas, hereinafter referred to as "City" acting herein by and through their City Council;

WITNESSETH:

WHEREAS, there are within Fort Bend County numerous municipalities and large unincorporated areas whose boundaries are not always immediately discernible on the ground; and,

WHEREAS, the growth and complexity of organized crime and other criminal activity are generally not limited to specified jurisdictions; and,

WHEREAS, the governing body of the County and the City desire to improve law enforcement by entering into an Interlocal Agreement for police protection and law enforcement pursuant to Chapter 791, TEX. GOV. CODE; and,

WHEREAS, the County and the City, pursuant to the provisions of Chapter 791, TEX. GOV. CODE, have determined that it would be in the best interest of the County and the City and the citizens and inhabitants thereof to enter into an Interlocal Agreement in order to provide better police protection by authorizing cooperation among the law enforcement branch of the City and County in the investigation of criminal activity and the enforcement of laws of this State in the geographic area covered by the City and the unincorporated portions of the County;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits, the parties agree as follows:

I.

The County and the City by this Agreement authorize, but do not require, their respective peace officers to cooperate with each other in the investigation of criminal activity and enforcement

of the criminal laws of this State. The jurisdiction of the said peace officers shall include all the geographic area within the boundaries of the City and the unincorporated portions of the County, said area being hereinafter called the "territory". It is the intent of the parties hereto to extend and expand the territorial jurisdiction and authority of their respective peace officers and nothing contained herein is intended, nor shall it be construed, to restrict or limit in any way the authority which such peace officers now have.

II.

While any peace officer employed by either the County or by the City is in another jurisdiction pursuant to this Agreement, such peace officer shall remain a peace officer to the jurisdiction by which he is employed with all the powers of a peace officer in the County or the City, whichever is applicable, as fully as though he were within the County or the City where employed, and his qualification for office where regularly employed shall constitute his qualification for office in the County or such other City.

III.

Any peace officer who performs peace officer duties outside the territorial limits of the jurisdiction where he is employed as a peace officer shall be entitled to the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, the same as though the service had been rendered within the limits of the jurisdiction where he is employed. All compensation and expenses of said peace officer shall be a cost of, and paid by, the political subdivision which employs said peace officer.

IV.

Each party hereto agrees that it shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expense, and expenses of travel, food, lodging or other compensation or expenses of a peace officer employed by another party regardless of whether such peace officer performed peace officer work outside the jurisdiction of his or her employer.

V.

Each party hereto agrees that it shall have no liability whatsoever for the torts or other acts of a peace officer employed by another party hereto regardless of where such tort or act occurred.

VI.

Each party hereto agrees that it will not seek to recover compensation or reimbursement of expenses from any other party hereto for services performed by its peace officers pursuant to this agreement.

VII.

If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement or their application to other persons or sets of circumstances and to this and all provisions of this Agreement are declared to be severable.

VIII.

This Agreement shall begin on **January 1, 1998** and end on **December 31, 1998**, and must be renewed thereafter. Either party may terminate its participation in this Agreement at any time by giving thirty (30) days written notice of such termination to the other party.

EXECUTED this 15th day of December, 19 97.

FORT BEND COUNTY

By:

Mike D. Rozell
Michael D. Rozell, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY SHERIFF

By:

Milton Wright
Milton Wright, Sheriff

CITY OF MISSOURI CITY

By:

Allen Owen
Allen Owen, Mayor

ATTEST:

Tandra Hau
Secretary

js:lj/missour.agr:3137-P:110597

#16

FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O. NUMBER: PC N3700000382

SPECIAL INSTRUCTIONS:

PAGE #: 01
P.O. DATE: 02 04 98

DELIVER BY: 11 15 98

BUYER: CONFIRMING: FOB:
01 NO D
VENDOR: 741444527 -
BASS CONSTRUCTION COMPANY INC
3014 AVE I STE 3
ROSENBERG TX 77471
NELSON I BASS JR

SHIP TO: ANIMAL CONTROL
2720 BLUME ROAD
ROSENBERG TX 77471
BILL TO: ANIMAL CONTROL
2720 BLUME ROAD
ROSENBERG TX 77471

*NOTE** THIS ORDER WAS MODIFIED ON 05/27/98

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED CO
001 224 202 045 2023 2000 7015 01 CONSTRUCTION OF ANIMAL CONTROL FACILITY PER BID 97-072 CHANGE ORDER #1 \$1100.00 APPROVED COMM COURT 5/25/98 PLUS 97 DAY COMPLETION TIME INCREASE.	1.000 EA	362,185.000000	362,185.00

7/3/98 INV. # 7 \$45,506.55

RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS.

PAGE TOTAL: 362,185.
GRAND TOTAL: 362,185.

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

SIGNATURE OF PURCHASING AGENT: *[Signature]*
AUTHORIZED SIGNATURE: *[Signature]*

RECEIVING REPORT

FDCA FORM 1000 (MAY 92)

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 4 PAGES

TO OWNER: Fort Bend County
301 Jackson
Richmond, Texas 77469

PROJECT: Animal Control Facility
Rosenberg, Texas

APPLICATION NO.: 7.00
PERIOD TO: 8-03-98
PROJECT NOS.: 9713

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

FROM CONTRACTOR: Bass Construction Company, I VIA ARCHITECT: Don Hartfiel
3014 Ave. I, Suite 3
Rosenberg, Texas 77471

1000 Austin
Richmond, Texas 77469

CONTRACT DATE: 11-12-97

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\$ 368,792.15
2. Net change by Change Orders\$ 2,650.85
3. CONTRACT SUM TO DATE (Line 1 ± 2)\$ 371,443.00
4. TOTAL COMPLETED & STORED TO DATE\$ 297,226.50
(Column G on G703)
5. RETAINAGE:
 - a. ~~10.0~~ % of Completed Work\$ 29,722.65
(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)\$ 29,722.65
6. TOTAL EARNED LESS RETAINAGE\$ 267,503.85
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$ 221,937.30
8. CURRENT PAYMENT DUE\$ 45,566.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)\$ 103,939.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	.00	.00
TOTALS	.00	1,550.85
NET CHANGES by Change Order	4,201.70	1,550.85
	2,650.85	

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 Co., Inc.

By: *[Signature]* Date: 8/3/98

State of: Texas

County of: Fort Bend

Subscribed and sworn to before

me this 3rd day of August, 1998

Notary Public: *[Signature]*

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\$ 45,566.55

(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: 8/3/98

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 OF PAGES

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.: 7.00
APPLICATION DATE: 8-03-98
PERIOD TO: 8-03-98
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	26,829.00	2,200.00		29,029.00	86	4,630.00	2,902.90
2	Site Work	11,650.00	6,459.00			6,459.00	55	5,191.00	645.90
3	Concrete Work	31,455.00	31,455.00			31,455.00	100		3,145.50
4	Masonry	55,020.00	55,020.00			55,020.00	100		5,502.00
6	CarEntry	7,314.00	1,550.00	5,000.00		6,550.00	90	764.00	655.00
7	WaterRoofing	1,844.00	1,844.00			1,844.00	100		184.40
8	Doors/Windows	15,914.00	9,356.00	6,558.00		15,914.00	100		1,591.40
9	Finishes	31,404.00	7,475.00	10,849.00		18,324.00	58	13,080.00	1,832.40
10	Specialties	4,990.00		500.00		500.00	10	4,490.00	50.00
12	Furnishings	145.00						145.00	
13	Structures	63,098.00	43,174.00			43,174.00	68	19,924.00	4,317.40
15	Mechanical	80,980.00	44,040.00	15,097.00		59,137.00	73	21,843.00	5,913.70
16	Electrical	32,870.00	19,395.00	9,530.00		28,925.00	88	3,945.00	2,892.50
17	C/D #1	1,100.00		895.50		895.50	81	204.50	89.55
18	C/D #2	1,550.85						1,550.85	
	Totals	372,993.85	246,597.00	50,629.50	.00	297,226.50	80	75,767.35	29,722.65



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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.: 7.00

APPLICATION DATE: 8-03-98

PERIOD TO: 8-03-98

ARCHITECT'S PROJECT NO.: 9713

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G ÷ C)		
	Item No - 15								
0	Mechanical								
100	Plumbing	42,060.00	28,140.00	3,364.00		31,504.00	75	10,556.00	3,150.40
200	HVAC	38,920.00	15,900.00	11,733.00		27,633.00	71	11,287.00	2,763.30
	Totals	80,980.00	44,040.00	15,097.00	.00	59,137.00	73	21,843.00	5,913.70
	Item No - 17								
0	C/O #1								
100	ADDITIONAL LAB TESTI	1,100.00		895.50		895.50	81	204.50	89.55
	Totals	1,100.00	.00	895.50	.00	895.50	81	204.50	89.55
	Item No - 18								
0	C/O #2								
100	Tele/Backflow/Sink	1,550.85						1,550.85	
	Totals	1,550.85	.00	.00	.00	.00	0	1,550.85	.00



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G703-1992

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COUNTY ATTORNEY

Fort Bend County, Texas

#17

BEN W. "Bud" CHILDERS
County Attorney

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

August 4, 1998

The Honorable Michael D. Rozell
County Judge
Fort Bend County

Re: Renewal Agreement for Educational Services to Juveniles
in Detention

Dear Judge Rozell:

Enclosed is the original Agreement between Fort Bend County, Fort Bend County Juvenile Probation Board and Lamar Consolidated Independent School District to continue providing educational services at the Juvenile Detention Center. The County bears no expense under the terms of this Agreement.

This office has reviewed the Agreement and it is approved as to form. Please place on the August 11, 1998 agenda for the Court's consideration.

Very truly yours,

James Stavinoha, Assistant County Attorney

/lj:cover.let:2129

xc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
A. Kinney Garcia, Director Juvenile Probation

orig sent to Robin Miller-Juv Det on 8-13-98 Jm

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER
AUTHORIZING COUNTY JUDGE TO EXECUTE THE RENEWAL
AGREEMENT BETWEEN FORT BEND COUNTY, FORT BEND COUNTY
JUVENILE PROBATION BOARD AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

On this the 11 day of August, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Prestage, seconded by Commissioner D'Shields duly put and carried;

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute the Renewal Agreement with Lamar Consolidated Independent School District for continued educational services at Juvenile Detention Center. Agreement is attached hereto for all purposes as though fully set forth herein word for word.

**AGREEMENT FOR EDUCATIONAL
SERVICES FOR JUVENILE PROBATION**

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS AGREEMENT is made and entered into by and between the COUNTY OF FORT BEND, hereinafter referred to as "COUNTY", the FORT BEND JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, the BOARD desires to provide education to eligible children in detention in the Fort Bend County Juvenile Detention Facility; and

WHEREAS, the BOARD desires to provide an opportunity for children in detention to obtain State Board of Education course credits in their home schools resulting from the uninterrupted educational service; and

WHEREAS, LAMAR desires to provide educational services to students in detention at no expense to the BOARD or the COUNTY, and at no expense to LAMAR in excess of the state and federal funds received by LAMAR and specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility;

NOW THEREFORE, in consideration of the mutual covenants set forth herein the parties hereto agree as follows:

Section I
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

1.01 BOARD Personnel - Student's Probation Officer, Detention Superintendent, Detention Officer, Assistant Chief Juvenile Probation Officer, Chief Probation Officer.

1.02 Class Room - A designated room at the juvenile detention facility.

1.03 Eligible Children - Children from the ages of 10 through 16, who are confined in the Fort Bend County Juvenile Detention Facility for more than five days and are currently enrolled in their home school or otherwise eligible for enrollment.

1.04 Home School - The school district where the children would ordinarily attend school when not in the Fort Bend County Juvenile Detention Facility.

1.05 LAMAR Personnel - Teachers, Teachers Aide, Educational Diagnostician, Instructional Specialist, Special Programs and Projects Director.

1.06 Parent/Guardian Consent - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.

1.07 Educational Services - teacher-directed instruction and/or assistance at the Fort Bend County Juvenile Detention Facility in course work involving reading, language arts, and mathematics, living skills, and drug education.

1.08 Teacher - A LAMAR classroom teacher who is licensed by the state of Texas and who provides educational services at the Fort Bend County Juvenile Detention Facility.

1.09 Teachers Aide - A LAMAR classroom teachers aide meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County Juvenile Detention Facility.

SECTION II

PURPOSE

2.01 The purpose of this Agreement is to make educational services available to eligible children.

2.02 LAMAR intends to provide educational services to eligible children at no expense to the COUNTY or BOARD or LAMAR taxpayers.

SECTION III

TERM

3.01 The term of this Agreement shall commence in August 1998, and end in June 1999, unless sooner terminated as provided in this Agreement.

3.02 This Agreement may be terminated at any time during its term, for any reason, by either the COUNTY or LAMAR by giving fifteen (15) days written notice to the other party.

3.03 If the COUNTY or the BOARD wish to renew this Agreement, notice must be provided by LAMAR by July 15 and renewal will be considered by LAMAR.

SECTION IV

SERVICES PROVIDED BY LAMAR

4.01 Services to be provided by LAMAR under this Agreement will be provided

only to the extent of special grant, state and federal funds received by LAMAR and specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility.

4.02 LAMAR personnel will review available student education records and any available assessment records so that the appropriate educational services may be provided.

4.03 Only the following LAMAR personnel will be involved in the provision of educational services at the Fort Bend county Juvenile Detention Facility:

- A. Teachers
- B. Teachers Aide
- C. Educational Diagnosticians
- D. Instructional Specialists
- E. Special Programs and Projects Director

4.04 Prior to providing educational services to a special education or limited English proficient (LEP) student, LAMAR personnel must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent. It is understood and agreed by all parties that LAMAR will provide educational services to eligible children who are special education students. This Agreement in no way places on LAMAR the entire duty to provide eligible children who

are also special education students with a comprehensive free appropriate public education for students whose parents do not reside in LAMAR CISD.

4.05 In providing educational services, LAMAR will utilize District textbooks, materials, and assignments, unless they are provided by the home school for short term placements.

4.06 LAMAR will provide two (2) teachers and one (1) teachers aide for the regularly scheduled school day.

4.07 LAMAR will provide training to LAMAR personnel so that the student's behavior is managed appropriately and crisis can be prevented.

4.08 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.

4.09 LAMAR personnel will cooperate with BOARD personnel in dealing with behavior and discipline matters.

4.10 LAMAR personnel will communicate with the students' home school to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.

SECTION V RESPONSIBILITIES OF THE BOARD

5.01 The BOARD, acting by and through its juvenile probation officer, will

secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement, in a timely fashion.

5.02 The BOARD, acting by and through its juvenile probation officer, will provide responsible BOARD personnel in the following order:

- A. Student's Probation Officer
- B. Detention Superintendent
- C. Assistant Chief Juvenile Probation Officer
- D. Chief Juvenile Probation Officer

5.03 The BOARD, acting by and through its juvenile probation officer, will secure necessary parent/guardian consent, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to eligible children who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the student in accordance with state time lines.

5.04 The BOARD, acting by and through its probation officer, will provide and maintain appropriate instructional space for students and LAMAR personnel as follows:

- A. Minimum of one (1) detention officer present at all times.
- B. Class to take place in the classrooms and multi purpose room.

5.05 The BOARD, acting by and through its detention superintendent, will

provide for a student movement to and from classes in accordance with mutually agreeable schedule.

5.06 The BOARD, acting by and through its detention superintendent, will designate staff members to provide support to LAMAR personnel should crisis intervention be required at the Facility.

5.07 To the extent possible, the BOARD, acting by and through its detention superintendent, will develop daily schedules/activities so that interruptions to the child's education are kept at a minimum.

5.08 The BOARD, acting by and through its juvenile probation officer, will facilitate obtaining textbooks and assignments when appropriate from the home school and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.

5.09 Between the 4th and 5th day of detention, the probation officer will notify LAMAR personnel that the student is likely to remain in detention more than five days so necessary District enrollment can take place.

SECTION VI **DATA PRIVACY**

6.01 The use or disclosure by any party of information concerning an eligible child in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the

purpose of this Agreement is prohibited except on written consent of such eligible child and/or his or her parents or guardian, or his or her attorney.

6.02 LAMAR, the COUNTY and the BOARD in providing all services hereunder agree to abide by the provisions of any applicable federal or state data privacy laws, rules or regulations.

SECTION VII ASSIGNMENTS

7.01 This Agreement is not assignable by any party.

SECTION VIII INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

8.01 It is agreed by the parties that at all times and for all purposes hereunder LAMAR is an independent contractor and not an employee of Fort Bend County. No statement contained in this Agreement shall be construed so as to find LAMAR an employee of the COUNTY, and LAMAR shall be entitled to none of the rights, privileges or benefits of a county employee except as otherwise may be stated herein.

8.02 It is agreed by the parties that at all times and for all purposes hereunder the BOARD and the COUNTY are not employees of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD or the COUNTY to be employees of LAMAR, and the BOARD and the COUNTY shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

8.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the COUNTY for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION IX **SEVERABILITY**

9.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement 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 Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION X **ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

10.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this

Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XI
SERVICES NOT PROVIDED FOR

11.01 No claim for services furnished by LAMAR, not specifically provided in this Agreement, will be allowed by the COUNTY, nor shall LAMAR do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the COUNTY, and the BOARD. Such approval shall be considered to be a modification of this Agreement.

11.02 No claim for services furnished by the COUNTY or BOARD, not specifically provided in the Agreement, will be allowed by LAMAR, nor shall COUNTY or BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered to be a modification of this Agreement.

SECTION XII
COMPLIANCE WITH LAWS AND REGULATIONS

12.01 In providing all services pursuant to this Agreement, LAMAR, the COUNTY, and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR, the COUNTY, and the BOARD to terminate this Agreement immediately upon delivery of

written notice of termination.

SECTION XIII
NOTICE

13.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Commissioners' Court and submitted to the following representative:

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

Notice to LAMAR shall be delivered to:

Dan Ives
Superintendent
Lamar C.I.S.D.
3911 Avenue I
Rosenberg, Texas 77471

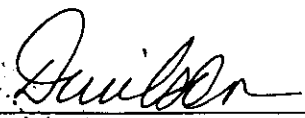
IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

COUNTY OF FORT BEND

BY: _____


DATE: _____

ATTEST:



Dianne Wilson, County Clerk

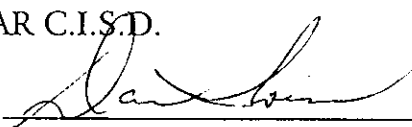
FORT BEND COUNTY
JUVENILE PROBATION BOARD

BY: 

Judge Larry Wagenbach, CHAIRMAN

DATE: 7-28-98

LAMAR C.I.S.D.

BY: 

Dan Ives, Ph.D., SUPERINTENDENT

DATE: 7/23/98
Approved by Board of Trustees 7/23/98

H:\BPARTHUM\AGREECONJUVPROAG.BA

AGENDA FOR 08/11/98

#18

TO: MANDY

FROM: PAULETTE, ENGINEERING

1. CONSIDER RELEASING CASHIER'S CHECK # BR-6401092 IN THE AMOUNT OF \$2,000.00 TO DORE INTERESTS, INC., FOR COMPLETION OF WORK ON BAY HILL BOULEVARD, PCT. 3.
2. CONSIDER APPROVING APPLICATION FROM ENTEX, A DIVISION OF ARKLA, INC., TO BURY TWO (2) 2" GAS LINES UNDER MASON ROAD, PCT. 3.
3. CONSIDER ACCEPTING REQUEST FROM ETS TELEPHONE COMPANY, INC. (FORMERLY KNOWN AS KINGSGATE TELEPHONE, INC.) TO ACCEPT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA BOND # 004S103071466 BCM FOR MID-SOUTH TELECOMMUNICATIONS CO., INC., AND IT'S SUBSIDIARIES INCLUDING KINGSGATE TELEPHONE COMPANY, AND TO RELEASE THE WESTERN SURETY COMPANY BOND # 68634231.
4. CONSIDER ACCEPTING STREETS IN TEALBRIAR SUBDIVISION AND RELEASE BOND # 96-78-19 IN THE AMOUNT OF \$71,830.00, PCT. 3.
5. SET PUBLIC HEARING FOR THE ACCEPTANCE OF THE TRAFFIC CONTROL PLAN FOR TEALBRIAR SUBDIVISION, PCT. 3.
6. CONSIDER ACCEPTING STREETS IN HICKORY CREEK SUBDIVISION, SECTION ONE, PHASE B, PCT. 3.
7. SET PUBLIC HEARING FOR ACCEPTANCE OF REVISED TRAFFIC CONTROL PLAN FOR HICKORY CREEK SUBDIVISION, SECTION ONE, PHASE A, PHASE B AND SECTION 2, PCT. 3.
8. CLOSED SESSION, LAND MATTERS: PCT. 2.
 1. ACQUISITION OF RIGHT-OF-WAY FOR FM 2234 AT FM 521.
9. CONSIDER ACCEPTING STREETS IN WEST OAKS VILLAGE, SECTION 3 AND RELEASE LETTER OF CREDIT # S21118R IN THE AMOUNT OF \$70,800.00, PCT. 3.
10. SET PUBLIC HEARING FOR ACCEPTANCE OF REVISED TRAFFIC CONTROL PLAN FOR WEST OAKS VILLAGE, SECTION 1, 2 & 3, PCT. 3.

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124 Blume Road
Phone: (713) 342-3039

RELEASE AUTHORIZATION

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

check one or more documents per project

PERPETUAL BOND

_____ \$ _____

Name: _____

PERFORMANCE BOND

_____ \$ _____

Name: _____

CASHIER'S CHECK

BR-6401092 \$ 2000.

Name: DORÉ INTERESTS, INC.

RIDER TO BOND

_____ \$ _____

Name: _____

PERMIT NUMBER (name or location):

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: DORÉ INTERESTS, INC.
Address: 1801 EAST AVE.
City/State/Zip: KATY, TX 77493
ATTN: MR. W. H. PORTER

AGREED:

[Signature]
FORT BEND COUNTY ENGINEER

[Signature]
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 8-11-98 - # 18/1
DATE OF RETURN: 9-04-98
BY: [Signature]
Deputy County Clerk

COVER SHEET
CABLE, CONDUIT, AND POLE LINE
ACTIVITY IN FORT BEND COUNTY

Company Name: DORE' INTERESTS, INC.

Permit No. 81925 Date: 3-2-98

General Description: CONSTRUCT COMMERCIAL DRIVEWAY
TIE-IN ONTO BAY HILL BLVD., PCT 3

Contact: W. H. PORTER Phone No. 391-2610

Approved in Commissioners' Court. Date: _____

Remarks: _____

Construction start up as per written notice. Date: _____

Mailed permit. Date: _____

Construction completed and ready for final
inspection as per written notice. Date: _____

Final inspection confirming that the project is complete, and meets plans and specifications as
presented in the permit. This permit may be closed.

Remarks: _____

[Signature] Date: 7/27/98
Engineering Department's Representative

Commissioner Precinct's Representative Date

Drainage District's Representative Date

REV. 2/10/98



DIANNE WILSON
COUNTY CLERK

FORT BEND COUNTY CLERK

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

September 9, 1998

NOTIFICATION OF RELEASE OF SECURITY

A release order was issued on August 11, 1998, Item #18/1, by the Fort Bend County Commissioners Court for completion of work on Bay Hill Boulevard, Pct. 3.
Enclosed is check #1242 in the amount of \$2,000.00 to be released to:

Dore' Interests, Inc.
Attention: W. H. Porter
1801 East Ave.
Katy, TX 77493

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469-3108, or call 281-341-8653 or 281-344-3952.

A handwritten signature in cursive script, reading "Marianna Webb".

Marianna Webb
County Clerk's Office

cc: Sid Shaver, Fort Bend County Engineering Department
File

NationsBank
NationsBank of Texas, N.A.
Houston, TX

FORT BEND COUNTY CLERK

TRUST FUND
COUNTY COURTHOUSE
RICHMOND, TX 77469

1242

35-2/130

9/09

1998

PAY TO THE ORDER OF

Dore, Interests, Inc.

\$ 2,000.00

FT. BEND COUNTY 2,000 and 00/100 CTS

DOLLARS

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

Release of Cashier's

Check # BR-6401092

Permit # 81925

TRUST FUND

OFFICER

COUNTY AUDITOR

Mark L. Lorsch
Jan Easley

Administrative Services
Coordinator, Jan Easley

0001242 13000023 8029000194

18/2

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11 day of AUGUST, 1998, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of ENTEX, A DIVISION OF ARKLA, INC
Job Location MASON RD
Dated 8-3-98 Bond No. 22-022-417, Permit No. 81990
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 Prestage, seconded by Commissioner D'Shields, 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 *Car. Jesse Hegamin*
County Engineer

By *V/A*
Drainage District Engineer/Manager

Presented to Commissioners Court
and approved.

Recorded in Volume _____
Minutes of Commissioners Court.

Clerk of Commissioners Court

By *Linda Munoz*
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. 81990

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

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

- ☒ (2) Bond:
- ☒ District Attorney, approval when applicable.
- ☒ Perpetual bond currently posted.
- No. 22-022-417
- Amount 50,000
- ☐ Performance bond submitted.
- No. _____
- Amount _____
- ☐ Cashier's Check.
- No. _____
- Amount _____

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

Precinct Engineer Acknowledgement

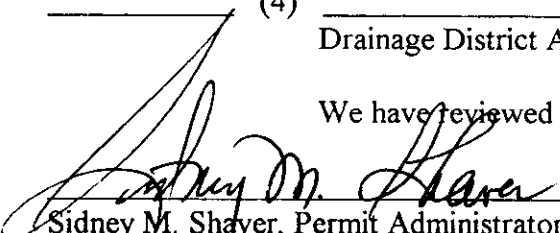
Date

Precinct Commissioner Acknowledgement

Date

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

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


Sidney M. Shaver, Permit Administrator

8-3-98
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.

PERMIT NO. 81990 PCT. NO. 3

BOND NO. 22-022-417

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored:Jacked:Driven:Cased
Mason Road	: 750' West of Fry Road	: 120'	: X : : :
Mason Road	: 500' West of Piper Terrace Ln	: 120'	: X : : :
	:	:	: : : :

Along Roads and/or Drainage Ditches

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

General Description

A gas distribution line constructed with 2" IPS, SDR 11, ASTM D2513, .63lb/ft

plastic pipe will have heat fusion joints, tracer wire and anodes and have a
minimum 3' cover and operate under 60 PSIG.

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.

ENIEX DRAWING NO. _____

To Serve: NORTH LAKE VILLAGE
SEC. 13

COMPANY NAME: ENIEX, A DIVISION OF ARKLA, INC.
AGENT and/or OWNER

(Signature)

NAME & TITLE Keith Kittinger Senior Engineer
(Please Print)

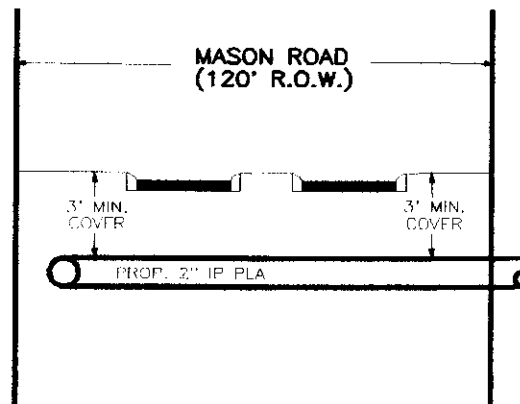
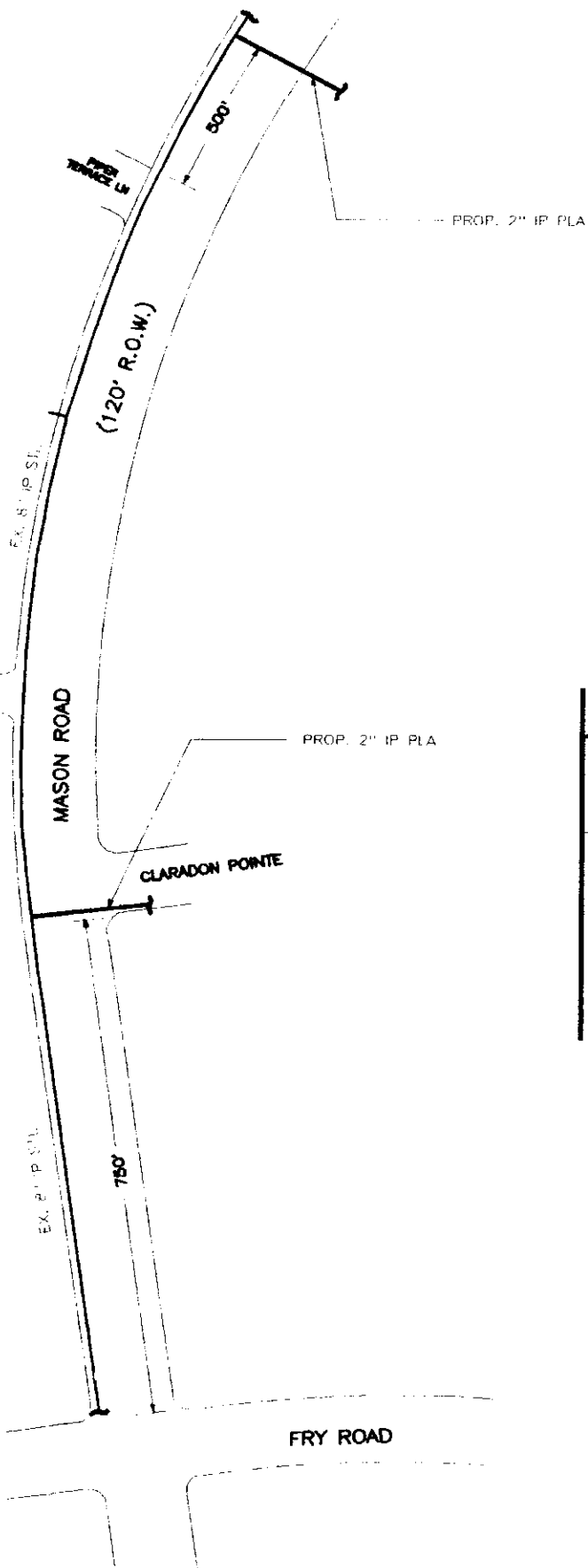
DATE: 7/22/98

ADDRESS: P. O. Box 2628
(Street/P.O. Box)

Houston Texas 77252-2628

City State Zip

TELEPHONE NO: 713-654-5155
(accessible 24 hrs/day, 7 days/week)



TYPICAL CROSS-SECTION

Key S25D

ENTEX			CONSTRUCTION TO SERVE NORTH LAKE VILLAGE, SECTION 13 (CINCO RANCH)		
NO.	REVISION	DATE	DRAWN BY: S. CHIU	DATE: 07/24/98	APPROVED BY:
			CHECKED BY: G.W.M.	DATE:	
			SCALE: 1:250	FA4-98209	
			SHEET 1 OF 1		

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

(AUTHORIZED)

BOND NO. 004 S 103071466 BCM

Effective Date: July 30, 1998

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

Kingsgate - Mid South Telecommunications Co., Inc and It's Subsidiaries

America

THAT WE, Telephone, Inc. whose address is the Principal, and Travelers Casualty and Surety Company of
a Corporation existing under and by virtue of the laws of the State of Connecticut and authorized
to do an indemnifying business in the State of Texas, and whose principal office is located at Hartford
Connecticut, whose officer residing in the State of Texas, authorized to accept service in all suits
and actions brought within said State is Christopher Noble and whose address is Dallas, Texas
hereinafter called the Surety, are 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 Fifty Thousand and
no/100----- Dollars (\$50,000.00 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. 1988, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend
County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made
a part hereof for all purposes as though fully set out herein.

AND WHEREAS, the principal desires to provide Fort Bend County with a perpetual 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, constructing, maintaining
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 13th day of July, 1998

Mid-South Telecommunications Co., Inc. and It's Subsidiaries
Including Kingsgate Telephone Company.

PRINCIPAL

Michael D. Rozell

JY

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

Bunny C. Buman
BY: Bunny C. Buman, Attorney-in-Fact

COUNTERSIGNED BY:

Bruce C. Delat
Bruce C. Delat, Resident Agent, residing at Elsey &
Associates, Humble, Texas

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Milton D. Lytle, Ronald C. Kinsey, Mark E. Farina, Dana S. Leach, Jane Selner, Dorothy E. Trefz, Allison A. Duplak, Nancy C. Kams, Catherine L. Hamilton, Sandra L. Readinger, Thomas R. Herendeen, Forrest L. Strachan or Bunny C. Burman * *

of King of Prussia; Mechanicsburg, PA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated _____, the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

(over)

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA has caused this instrument to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 26th day of February, 1998.

STATE OF CONNECTICUT

} ss. Hartford

COUNTY OF HARTFORD



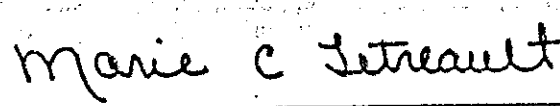
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By


George W. Thompson
Senior Vice President

On this 26th day of February, 1998, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.





My commission expires June 30, 2001 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 13th day of July, 1998.



By


Rose Gonsoulin
Assistant Secretary

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(FORMERLY KNOWN AS AETNA CASUALTY & SURETY COMPANY OF AMERICA)

HARTFORD, CONNECTICUT 06183

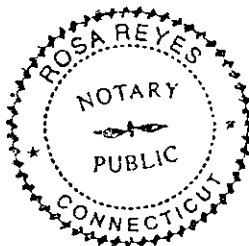
FINANCIAL STATEMENT AS OF SEPTEMBER 30, 1997

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES	
CASH & INVESTED CASH	\$ 43,230,582	UNEARNED PREMIUMS	\$ 170,776,130
BONDS	997,151,240	LOSSES	311,373,330
STOCK	15,432,196	LOSS ADJUSTMENT EXPENSES	72,378,164
INVESTMENT INCOME DUE AND ACCRUED	15,095,286	ACCRUED EXPENSES AND OTHER LIABILITIES	96,893,433
PREMIUM BALANCES	30,169,336	PROVISION FOR REINSURANCE	10,595,181
OTHER ASSETS	29,171,152	FEDERAL INCOME TAX	14,163,652
		TOTAL LIABILITIES	676,179,890
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	198,297,402
		OTHER SURPLUS	249,772,499
		SURPLUS TO POLICYHOLDERS	454,069,901
TOTAL	\$ 1,130,249,791	TOTAL	\$ 1,130,249,791

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)SS.
CITY OF HARTFORD)

D. CRAIG MENSE, BEING DULY SWORN, SAYS THAT HE IS A SENIOR VICE PRESIDENT, BOND, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF SEPTEMBER, 1997.



SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF NOVEMBER, 1997

D. Craig Mense
SENIOR VICE PRESIDENT, BOND
Rosa Reyes
NOTARY PUBLIC

My Commission Exp. June 30, 1998



The State of Texas

SECRETARY OF STATE

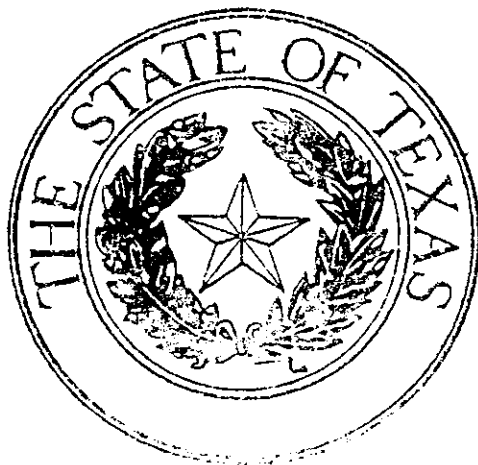
IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

ETS TELEPHONE COMPANY, INC.
FORMERLY: KINGSGATE TELEPHONE, INC.
FILE NO. 1365542

ARTICLES OF AMENDMENT

JULY 10, 1998

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on July 13, 1998.



Alberto R. Gonzales
Secretary of State

ARTICLES OF AMENDMENT
BY THE SHAREHOLDERS TO
THE ARTICLES OF INCORPORATION OF
KINGSGATE TELEPHONE, INC.

FILED
In the Office of the
Secretary of State of Texas
JUL 10 1998
Corporations Section

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

I.

The name of the corporation is KINGSGATE TELEPHONE, INC.

II.

The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on June 29, 1998.

The amendment deletes all of Article One of the original Articles of Incorporation. The part that is deleted read as follows:

The name of the corporation is KINGSGATE TELEPHONE, INC.

The amendment adds the following words to Article One so that Article One as amended now reads as follows:

The name of the corporation is ETS TELEPHONE COMPANY, INC.

III.

The number of shares of the corporation issued and outstanding at the time of such adoption was 1,000 and the number of shares entitled to vote thereon was 1,000.

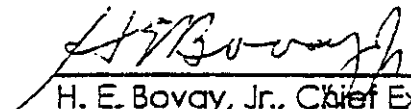
IV.

The number of shares voted for such amendment was 1,000; the number of shares voted against such amendment was zero. Accordingly, such amendment was unanimously approved by the shareholders.

V.

The holders of all of the shares outstanding entitled to vote on the amendment have signed a consent in writing adopting such amendment.

Dated: July 9, 1998


H. E. Bovay, Jr., Chief Executive Officer



W. Michael Stephens, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 9, 1998 by H. E. BOVAY, JR. and W. MICHAEL STEPHENS.



Notary Public's Signature:


Staci E. Boone
NOTARY PUBLIC FOR THE STATE
OF TEXAS

ETS Telephone Company , Inc.

3355 West Alabama, Suite 1165
Houston, Texas 77098

PHONE: 713-626-9172

FAX: 713-626-0537

July 29, 1998

Mr. Jess Hegemier
County Engineer
Fort Bend County
P. O. Box 1449
Rosenberg, Texas 77471

Dear Mr. Hegemier:

Attached you will find a copy of the Perpetual Bond covering cable, conduit and/or pole line activity in, under, across or along Fort Bend County Roads for ETS Telephone Company, Inc. (formally known as Kingsgate Telephone, Inc.). Also attached is a copy of our name change.

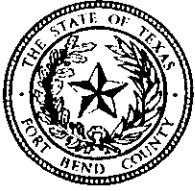
If you have any questions please call me at 713-626-9172.

Sincerely,



Charles Fowler, P.E.

Attachments



ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 28, 1998

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

RE: Tealbriar Subdivision

Dear Commissioner:

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

Delamere Drive	645.00 LF	Radley Drive	136.00 LF
Chalford Drive	1,034.42 LF	Charlbrook Drive	147.00 LF
Ardwell Drive	1,763.25 LF	Strutton Drive	1,226.30 LF
Calverton Drive	571.55 LF	Broadley Drive	207.58 LF
Queensbridge Drive	605.19 LF	Deverell Drive	<u>369.13 LF</u>
		TOTAL:	6,705.42 LF

The current bond is # 96-78-19 in the amount of \$ 71,830.00 . Release bond to:

Mr. James R. Moore
First General Realty, Inc./SLOCO, Inc.
One Riverway, Suite 1360
Houston, Texas 77056

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Steven L. Evans".

Steven L. Evans
Assistant to County Engineer

SLE/mjs

cc: Mr. James R. Moore, First General Realty, Inc.
File

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

96-78-19 \$ 71,830.00

Name: P= Sloco, Inc. S=Highlands Insurance Co.

RIDER TO BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____


CONSTRUCTION PROJECT (Name or location):

Tealbriar

RELEASE DOCUMENT(S) TO THE FOLLOWING:

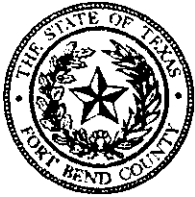
Name: Mr. Jim Moore First General Realty
Address: One Riverway, Suite 1360
City/State/Zip: Houston, Texas 77056

AGREED:


FORT BEND COUNTY ENGINEER


COMMISSIONER, PRECINCT # 3

COURT APPROVED: 8-11-98 # 18/4
DATE OF RETURN: 12/01-98
BY: Marianna Webb
Deputy County Clerk



FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108
(281) 341-8685

DIANNE WILSON
COUNTY CLERK

December 1, 1998

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

NOTIFICATION OF RELEASE OF SECURITY

A release order(s) was issued by the Fort Bend County Commissioners Court on August 11, 1998, for the following Performance Bond. A certified copy of the original bond has been attached.

BOND: #96-78-19 \$71,830.00

PRINICIPAL: Sloco, Inc.

SURETY: Highlands Insurance Co.

RELEASE TO: First General Realty
Attention: Mr. Jim Moore
One Riverway, Suite 1360
Houston, Texas 77056

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653 or 281-344-3952.

Thank you,

A handwritten signature in cursive script that reads "Marianna Webb".

Marianna Webb
County Clerk's Office

cc: Johnny Ortega, FBC Engineering Department
FBC Recording Department
Commissioners Court/Bond Files

PUBLIC HEARING NOTICE

FOR: the acceptance of the traffic control plan for
Tealbriar Subdivision, Pct. 3

DATE: September 8, 1998

TIME: 1:30 p.m.

NEWSPAPER(S): Herald Coaster

INVOICE: Fort Bend County



ENGINEERING

Fort Bend County, Texas

18/6

D. Jesse Hegemier
County Engineer

July 30, 1998

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

RE: Hickory Creek, Section 1, Phase B

Dear Commissioner:

Commissioner's Court is to consider accepting a check for \$7,401.00 on 8/4/98, which is a settlement of Bond Number 5261054 for the repairs of the above mentioned subdivision. Phase A was accepted on 4/13/87. The County Attorney made a demand on the bond on 2/3/98 for Phase B. Upon acceptance of the check, Fort Bend County Engineering will place the streets in Phase B of the Hickory Creek Subdivision on the Commissioner's Court agenda to accept the streets covered by this bond into the County Maintenance System.

Fort Bend County Road & Bridge will correct all of the deficiencies within the Subdivision with the available funds. The streets, along with their footage lengths; are as follows:

Brockington Drive	287.53 LF
Yardley Drive	1,207.70 LF
Glen Rosa Drive	1,087.76 LF
Pembrough Lane	967.81 LF
Stratsborough Drive	<u>790.03 LF</u>
TOTAL:	4,340.83 LF

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

Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

cc: Mr. Marc Grant, Road & Bridge
File

PUBLIC HEARING NOTICE

FOR: the acceptance of the traffic control plan for
Tealbriar Subdivision, Pct. 3

DATE: September 8, 1998

TIME: 1:30 p.m.

NEWSPAPER(S): Herald Coaster

INVOICE: Fort Bend County



ENGINEERING

Fort Bend County, Texas

1/8
/ 9

D. Jesse Hegemier
County Engineer

August 4, 1998

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

RE: West Oaks Village, Section 3

Dear Commissioner:

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

Cedar Trail	139.88 LF	Mariner Square Court	136.24 LF
Kenton Crossing Lane	1,299.03 LF	Forest Mill Lane	489.62 LF
Kenton Crossing Circle	225.55 LF	Meadowcreek Trail	711.14 LF
Holloway Square Lane	321.30 LF	Timber Square Court	<u>169.55 LF</u>
Chestnut Trail	1,039.09 LF	TOTAL:	4,531.40 LF

The current letter of credit is # S21118R in the amount of \$ 70,800.00. Release letter of credit to:

Mr. James R. Holcomb
Holcomb Schubert Investment Corp.
1300 Post Oak Blvd., Suite 1110
Houston, Texas 77056

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

Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

cc: Mr. James R. Holcomb, Holcomb Schubert Investment Corp.
Mr. Ralph Saldana, Costello, Inc.
Mr. A. J. Schubach, Addicks Services, Inc.
File

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

_____ \$ _____

Name: _____

RIDER TO BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

S21118R \$ 70,800.00

Name: P= 1464 Development Partners, Ltd. S= Compass Bank

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):

West Oaks Village, Sec. 3

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Mr. James R. Holcomb Holcomb Schubert Investment Corp.
Address: 1300 Post Oak Blvd., Suite 1110
City/State/Zip: Houston, Texas 77056

AGREED:


FORT BEND COUNTY ENGINEER


COMMISSIONER, PRECINCT # 3

COURT APPROVED: 8-11-98 # 18/8
DATE OF RETURN: 9-24-98
BY: Jinda Munoz
Deputy County Clerk



FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

September 24, 1998

NOTIFICATION OF RELEASE OF LETTER OF CREDIT

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

LETTER OF CREDIT #	S21118R (West Oaks Village, Sec. 3)
AMOUNT OF LOC	\$70,800
PRINCIPLE	Nations Bank of Texas
SURETY	Compass Bank
RELEASE TO	James R. Holcomb Holcomb Schubert Investment Corp. 1300 Post Oak Blvd., Suite 1110 Houston, Texas 77056

Information on the issuance and release of this letter of credit are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469 or call 281-344-3952.

Linda Munoz
Linda Munoz
County Clerk's Office

cc: Mary Jane Sowa
Fort Bend County Engineering Department

PUBLIC HEARING NOTICE

FOR: acceptance of revised traffic control plan for
West Oaks Village, Section 1,2 & 3, Pct. 3.

DATE: September 8, 1998

TIME: 1:30 p.m.

NEWSPAPER(S): Herald Coaster

INVOICE: Fort Bend County



FORT BEND COUNTY LIBRARIES

#19

ROMAN S. BOHACHEVSKY
County Librarian

August 4, 1998

08-04-98 P02:32 IN

Memo To: Mandi Bronsell
County Judge's Office

From: Norma Landry *NL*
Library Business Office

Re: **8-11-98 AGENDA**

Please place the following item on the 8-11-98 Commissioners Court Agenda:

LIBRARY: Consider approving invoice #10698 in the amount of \$675.00 from Mark A. Stewart Architecture for the Needville Branch Library renovations. (Funds: 250/7015 Bond Funds)

Thank you for your attention to this matter.

cc: County Commissioners
County Attorney
County Budget Officer
County Engineer/Louis Hood
County Treasurer/Auditor

MARK A. STEWART

ARCHITECTURE

10 Dolphin Court

Houston, Texas 77024

713-464-8402

Fax 713-464-0484

July 28, 1998

Roman Bohachevsky
Fort Bend County Library
1001 Golfview
Richmond, Texas 77469

RE: Invoice 10698
Project # 96-101
Needville Branch Library

INVOICE - NET 15 DAYS

Dear Mr. Bohachevsky,

This letter serves as invoice for Architectural Services according to Article 11.3.1 (Project Representation Beyond Basic Services), of my contract on the above referenced project, as follows:

ARCHITECTURAL SERVICES
(see attached Invoice Basis)

\$ 675.00

OK, RSB
8/3/98

Sincerely,



Mark A. Stewart

MAS/gs
enclosures

INVOICE BASIS

Invoice 10698

July 28, 1998

Basic Architectural Fee	\$ 19,500.00
Project Representation Beyond Basic Services	6,000.00

TOTAL ARCHITECTURAL FEE - CONTRACTUAL	\$ 25,500.00
---------------------------------------	--------------

Architectural Work - Percentage Completion

SCHEMATIC DESIGN (Contract Amt. - \$ 2,925.00)	\$ 2,925.00
Schematic Design.....100% complete	
DESIGN DEVELOPMENT (Contract Amt. - \$ 3,900.00)	3,900.00
Design Development 100% complete	
CONSTRUCTION DOCUMENTS (Contract Amt. - \$ 7,800.00)	7,800.00
Construction Documents....100% complete	
BIDDING (Contract Amt. - \$ 975.00)	975.00
Bidding.....100% complete	
CONSTRUCTION ADMIN. (Contract Amt. - \$ 3,900.00)	3,380.87
Construction Admin.....100% complete	
PROJECT REPRESENTATION BEYOND BASIC SERVICES	4,845.00
Architectural Work	\$ 3,712.50
(49.5 man hours @ \$75/Hr.)	
Engineering Work	1,132.50
(See attached Lightfoot invoice)	
Reimbursables	519.13

ARCHITECTURAL FEE DUE	\$ 24,345.00
LESS PREVIOUS PAYMENTS	23,670.00

TOTAL ARCHITECTURAL FEE - CURRENTLY DUE	\$ 675.00
---	-----------

FORT BEND COUNTY, TEXAS
PURCHASE ORDER

ENC.

P.O. NUMBER: PC 03000005731

SPECIAL INSTRUCTIONS:

PAGE #: 01
P.O. DATE: 04 13 98

DELIVER BY: 04 13 98

BUYER: 15 CONFIRMING: NO FOB: D

VENDOR: 467925390 -
MARK A. STEWART-ARCHITECTURE
10 DOLPHIN COURT

SHIP TO: LIBRARY
1001 GOLFVIEW DRIVE
RICHMOND TX 77469

HOUSTON TX 77024
MARK STEWART

BILL TO: LIBRARY
1001 GOLFVIEW DRIVE
RICHMOND TX 77469

PARTIAL

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 041	1.000 EA @	6,000.000000	6,000.00
250 030 2500 2000 7015 01			
ADDITIONAL ARCHITECTURAL SERVICES FOR COMPLETION OF			
OF ALBERT GEORGE-NEEDVILLE BRANCH LIBRARY RENOVATIONS			

#6,000.00
4-28 -3,232.50
2767.50
6-9 -937.50
1,830.00
8-11 675.00
1,155.00

PAGE TOTAL: 6,000.00
GRAND TOTAL: 6,000.00

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

SIGNATURE OF PURCHASING AGENT

AUTHORIZED SIGNATURE/DATE



COUNTY ATTORNEY
Fort Bend County, Texas

#20 (1)

BEN W. "Bud" CHILDERS
County Attorney

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

TO: Mandi Bronsell

cc: Commissioners
Marsha Gaines, Tax Assessor-Collector

FROM: Laura Johnson

DATE: 8/3/98

SUBJECT: Agenda Item

The County Attorney's office has reviewed the attached Resolution requesting authorization for public sale of property taken under Cause No. 71,178. Please place on the August 11, 1998 agenda.

Thanks

/lj:3439

orig ret'd to Karen Stell - Tax Ofc 8-13-98 jrm



TAX ASSESSOR/COLLECTOR
FORT BEND COUNTY, TEXAS

MARSHA P. GAINES

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

DATE: July 6, 1998

TO: Mr. Bud Childers
Fort Bend County Attorney

FROM: Karen Stell *Karen Stell*
Assistant Division Supervisor, Taxes

RE: Authorization for Resale Cause 71,178
Fort Bend I S D vs. Grover T. Barron
0313.00.000.3200.907

Attached is a Resolution received from Heard, Goggan Blair and Williams, delinquent attorneys for Fort Bend County, requesting *authorization for public sale*, per Section 34.05 of the Texas Property Tax Code, of property taken under Cause 71,178.

Heard, Goggan, Blair and Williams request this be placed on the Commissioners Court Agenda so they may approve or disapprove this proposal for sale. The original document is attached. Please have the appropriate party sign, if approved and return to my attention.

Please review and place on the agenda. Contact me at 341-3723 if you have any questions.

Thanks

cc: Michelle Villareal
Heard, Goggan, Blair & Williams

HGBW-070698-les

JUL - 7

RESOLUTION

The State of Texas

County of Fort Bend

WHEREAS, Fort Bend Independent School District and Fort Bend County ("Tax Authorities") enforced a delinquent tax suit judgment, said judgment carried under Case No. 71,178 styled FORT BEND INDEPENDENT SCHOOL DISTRICT VS. GROVER T. BARRON by foreclosing the tax lien against the real property located at ALL OF THAT 15 ACRE TRACT OF LAND, MORE OR LESS, AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL DEED RECORDS OF FORT BEND COUNTY, TEXAS, UNDER VOLUME 238, PAGE 533, SAVE AND EXCEPT FROM SUCH 15 ACRES THE PROPERTY DESCRIBED IN THE FOLLOWING DEEDS, ALL OF SUCH DEEDS BEING FILED IN THE OFFICIAL DEED RECORDS OF FORT BEND COUNTY, TEXAS, REFERENCE TO SUCH DEEDS AND THE LEGAL DESCRIPTIONS CONTAINED THEREIN MADE HEREIN FOR ALL PURPOSES: 1) 6 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER VOLUME 666, PAGE 550 OF THE FORT BEND COUNTY DEED RECORDS; 2) .5 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER VOLUME 823, PAGE 416 OF THE FORT BEND COUNTY DEED RECORDS; 3) .7134 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER VOLUME 850, PAGE 469 OF THE FORT BEND COUNTY DEED RECORDS; 4) .7134 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER VOLUME 850, PAGE 473 OF THE FORT BEND COUNTY DEED RECORDS; 5) .53 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER FORT BEND CLERK'S INSTRUMENT NO. 8504629; 6) .53 ACRES, MORE

OR LESS AS DESCRIBED IN DEED FILED UNDER FORT BEND CLERK'S INSTRUMENT NO. 8543520; 7) .53 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER FORT BEND CLERK'S INSTRUMENT NO. 8549623; 8) .53 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER FORT BEND CLERK'S INSTRUMENT NO. 8638222; 9) .53 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER FORT BEND CLERK'S INSTRUMENT NO. 47408; 10) AND FURTHER SAVE AND EXCEPT THAT 1.5 ACRES DESCRIBED IN A MECHANIC'S LIEN FILED IN THE OFFICIAL DEED RECORDS OF FORT BEND COUNTY, TEXAS UNDER CLERK' S INSTRUMENT NO. 8723032; THE NET OF SUCH PROPERTY BEING 2.9232 ACRES OF LAND, MORE OR LESS, ALL OF SUCH PROPERTY BEING WITHIN FORT BEND COUNTY, TEXAS AND CONSTABLE'S TAX DEED VOLUME 2308 PAGE 1618 ("property") on JUNE 4, 1991;

WHEREAS, by virtue of the JUNE 4, 1991 date of tax foreclosure sale, FORT BEND INDEPENDENT SCHOOL DISTRICT became the owner of the property to be held in trust on behalf of all taxing entities party to the judgment;

WHEREAS, ownership of the property by FORT BEND INDEPENDENT SCHOOL DISTRICT has made the property exempt from taxation;

WHEREAS, the sale of the property will encourage development and maintenance of the property;

WHEREAS, Section 34.05© of the Texas Property Tax Code provides that any taxing unit may request the Sheriff/Constable to sell the property at public sale;

WHEREAS, Fort Bend Independent School District desired the Sheriff or Constable to sell the property, pursuant to Section 34.05© of the Texas Property Tax Code;

THEREFORE, Be It Resolved and Ordered That:

All of the above paragraphs are incorporated and made a part of this Resolution, and, be,

RESOLVED AND ORDAINED, that Fort Bend Independent School District hereby requests, directs, and authorizes the Fort Bend County Sheriff or Constable, pursuant to Section 34.05© of the Texas Property Tax Code, to the sell the property located at ALL OF THAT 15 ACRE TRACT OF LAND, MORE OR LESS, AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL DEED RECORDS OF FORT BEND COUNTY, TEXAS, UNDER VOLUME 238, PAGE 533, SAVE AND EXCEPT FROM SUCH 15 ACRES THE PROPERTY DESCRIBED IN THE FOLLOWING DEEDS, ALL OF SUCH DEEDS BEING FILED IN THE OFFICIAL DEED RECORDS OF FORT BEND COUNTY, TEXAS, REFERENCE TO SUCH DEEDS AND THE LEGAL DESCRIPTIONS CONTAINED THEREIN MADE HEREIN FOR ALL PURPOSES: 1) 6 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER VOLUME 666, PAGE 550 OF THE FORT BEND COUNTY DEED RECORDS; 2) .5 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER VOLUME 823, PAGE 416 OF THE FORT BEND COUNTY DEED RECORDS; 3) .7134 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER VOLUME 850, PAGE 469 OF THE FORT BEND COUNTY DEED RECORDS; 4) .7134 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER VOLUME 850, PAGE 473 OF THE FORT BEND COUNTY DEED RECORDS; 5) .53 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER FORT BEND CLERK'S INSTRUMENT NO. 8504629; 6) .53 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER FORT BEND CLERK'S INSTRUMENT NO. 8543520; 7) .53 ACRES, MORE OR LESS AS DESCRIBED IN DEED FILED UNDER FORT BEND CLERK'S INSTRUMENT NO. 8549623; 8) .53 ACRES, MORE

OR LESS AS DESCRIBED IN DEED FILED UNDER FORT BEND CLERK'S
INSTRUMENT NO. 8638222; 9) .53 ACRES, MORE OR LESS AS DESCRIBED IN DEED
FILED UNDER FORT BEND CLERK'S INSTRUMENT NO. 47408; 10) AND FURTHER
SAVE AND EXCEPT THAT 1.5 ACRES DESCRIBED IN A MECHANIC'S LIEN FILED IN
THE OFFICIAL DEED RECORDS OF FORT BEND COUNTY, TEXAS UNDER CLERK' S
INSTRUMENT NO. 8723032; THE NET OF SUCH PROPERTY BEING 2.9232 ACRES OF
LAND, MORE OR LESS, ALL OF SUCH PROPERTY BEING WITHIN FORT BEND
COUNTY, TEXAS, CONSTABLE'S TAX DEED VOLUME 2308, PAGE 1618, at public sale
in such order and at such time or times as designated by the duly authorized representative of Fort
Bend Independent School District.

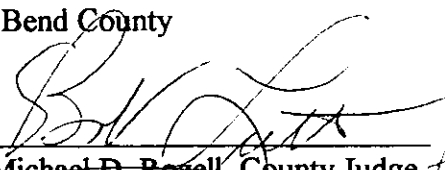
Passed, Approved and Adopted this _____ day of _____, 1998.

Fort Bend Independent School District

By: _____
Arthur Pace, Board President
Fort Bend County, Texas

Passed, Approved and Adopted this _____ day of _____, 1998.

Fort Bend County

By: 
Michael D. Rozell, County Judge
Fort Bend County, Texas

MARSHA P. GAINES

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

7/21/98 11:00
#20 *CR*

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

08-05-98 09:19 IN

From: **Marsha P. Gaines**

Date: **August 3, 1998**

Re: **Commissioners Court Agenda**

Please place the following on the August 11, 1998, Commissioners Court Agenda:

**Certified Roll totals to be entered into the minutes by the Tax Assessor/Collector
(According to Sec. 26.04 of the State Property Tax Code) for Ft. Bend County
General Fund and Ft. Bend County Drainage.**

MPG:mph



✓ 11. **ENGINEERING:**

- (1) Consider approving application from Southwestern Bell to bury cable under and along Timothy Lane, Pct. 4.
 (2) Consider approving application from Regas Contracting Incorporated to construct two (2) driveway tie-ins onto Peek Road and 24" RCP storm drain under Peek Road, Pct. 3.
 (3) Set public hearing to close Ardwell Drive at Old Richmond Road, Pct. 3.
 (4) Set public hearing for replat of Reserve "F" of Cinco Ranch Greenway Village, Section 10, Pct. 3.

Aug-11-11
1:30pm
✓ 12. **TAX ASSESSOR/COLLECTOR:** Consider and approve the following over \$500.00 refunds:

Nations Banc Mortgage Corp. of New York	\$629.10
Jim Hodge	\$1,039.45
First Mercantile Holding Corp.	\$1,263.43
Colonial Savings	\$624.13

✓ 13. **PURCHASING:**

- (1) Authorize advertising for bids for a bridge at Pink Taylor Run over Brooks Branch for Engineering.
 (2) Consider authorizing the purchase of computer equipment from Dell Marketing a State of Texas Qualified Information Systems vendor.
 (3) Consider approving the purchase of two (2) laptop computers for Extension Service.
 (4) Consider approving bid packages for the following:

(a) Newspaper advertising - Bid#98-054.

(b) Lease of snack bar area - Bid#98-057- *bid both ways w/ cafeteria style*

- (5) Approve final contract with ADP for replacement Human Resources and Employee Benefits Applications pursuant to RFP #98-043. *and deli style.*
 (6) Authorize contract negotiations with Wolcott and Associates for Employee Benefits Audit pursuant to Statement of Qualifications #98-056. *if caf. then must have smoke & fire in surance*

✓ 14. Approve bills.

— 15. — **Meet in Closed Session** to discuss the following matters:

(1) **Land Matters:** Pct. 1

(2) **Personnel Matters:** Social Services.

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

16. Meet in workshop session for:

(1) Discussion on Grants with HGAC and Griffin Grant Writing & Consulting.

(2) Presentation of ...

NO
ACTION

TEALBRIAR COMMUNITY ASSOCIATION
9815 Queensbridge Drive
Sugar Land, Texas 77478

Full: 1/20/98
COPY

2/1/

JUN 12

June 10, 1998

Fort Bend County Commissioners Court
Mr. Steven L. Evans
P.O. Box 1449
Rosenberg, Texas 77471


RE: Keep Ardwell - Old Richmond Road Entrance Closed

GENTLEMEN:

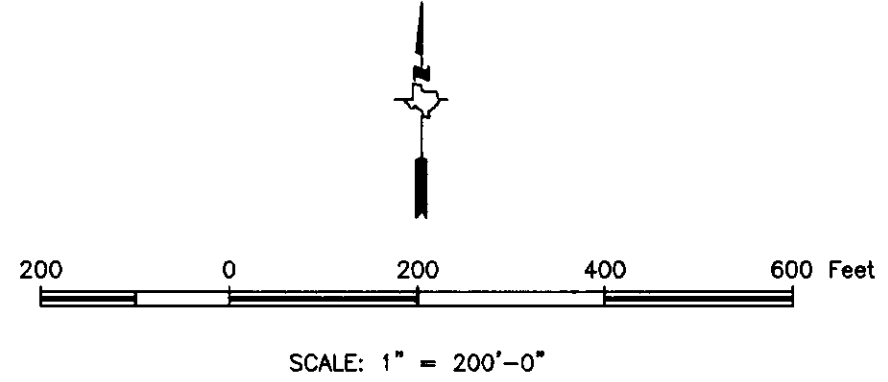
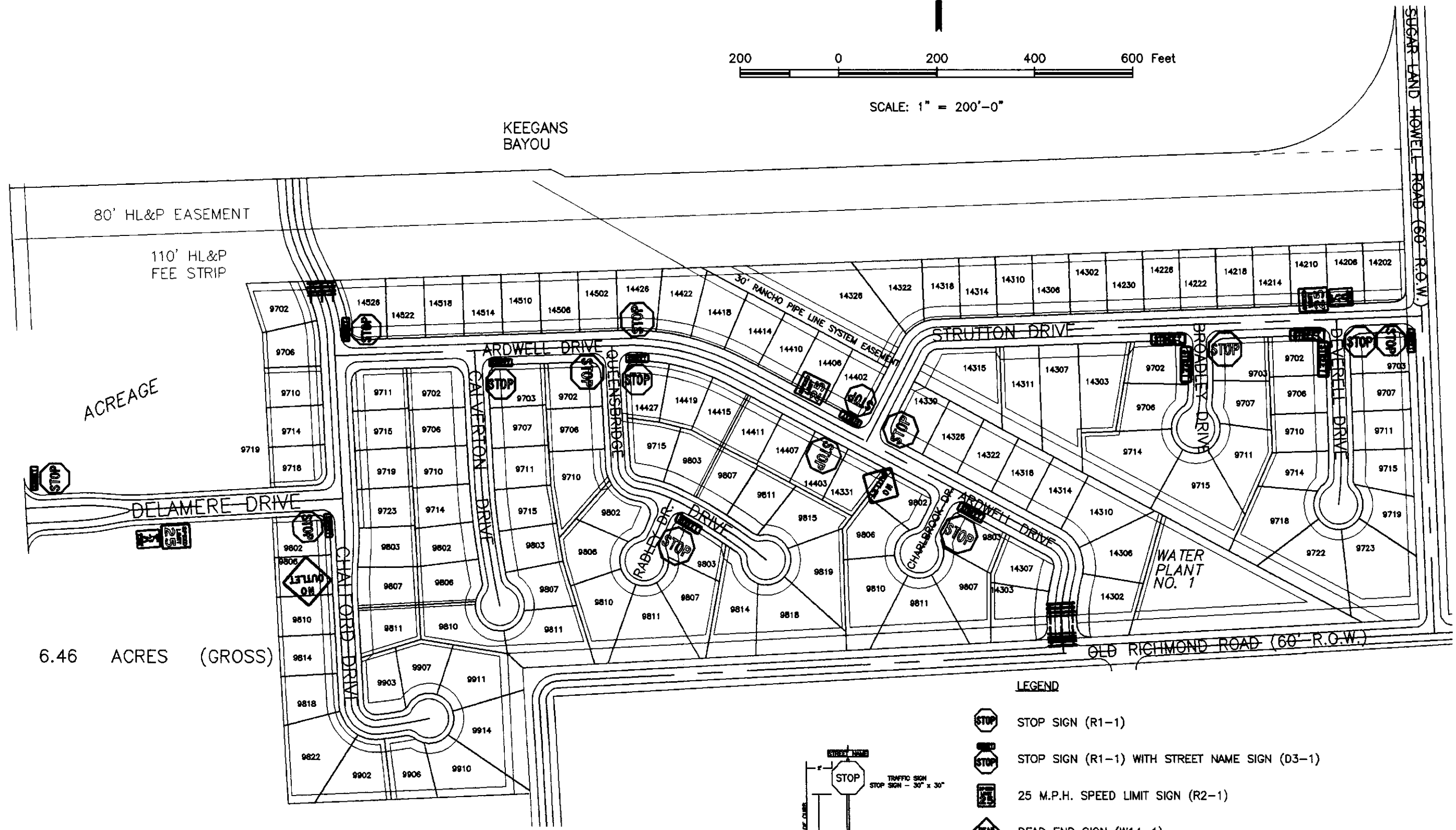
It is our understanding that the county is in the final stages of taking over the streets of Tealbriar. We, the residents, strongly request that the Ardwell Drive - Old Richmond Road entrance remain permanently closed.

This entrance was closed by the residents back in 1989 to reduce cut-through traffic as well as robberies and vandalism. We believe that closing this entrance has served our purpose well. There have been no complaints about the closure and it has caused few if any inconveniences. The two entrances that we have adequately meet the needs of our residents. Again we urge you, for the safety of our community, keep this entrance closed.

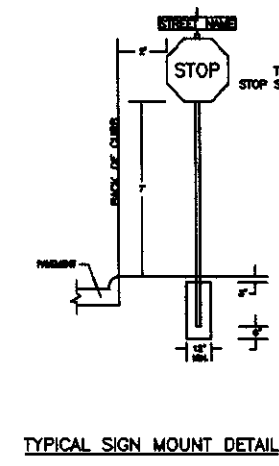
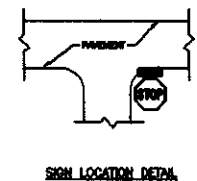
Very truly yours,



James Athanasion
President
Tealbriar Community Association



STANDARD SIGNAGE SHALL BE ALUMINUM, COVERED WITH SCOTCH-LITE (DIAMOND GRADE), OR APPROVED EQUAL, MOUNTED ON TWO AND THREE-EIGHTHS-INCH (2-3/8") DIAMETER BY TWELVE-FOOT (12') LONG GALVANIZED TUBULAR POST WITH VANDAL-PROOF MOUNTING BRACKETS. STREET NAME SIGNS SHALL BE SIX INCHES (6") HIGH WITH GREEN BACKING AND WHITE LETTERS FOUR INCHES (4") TALL, SERIES "C" LETTERS. TRAFFIC CONTROL SIGNAGE SHALL MEET THE REQUIREMENTS OF THE TEXAS MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES. ALL POSTS SHALL BE MOUNTED IN CONCRETE EIGHTEEN INCHES (18") DEEP WITH A MINIMUM OF THREE INCHES (3") OF CONCRETE SURROUNDING THE POST. ALTERNATE INSTALLATION - POZ-LOC ANCHOR SYSTEM AS MANUFACTURED BY PBS, INC. OR APPROVED EQUAL.

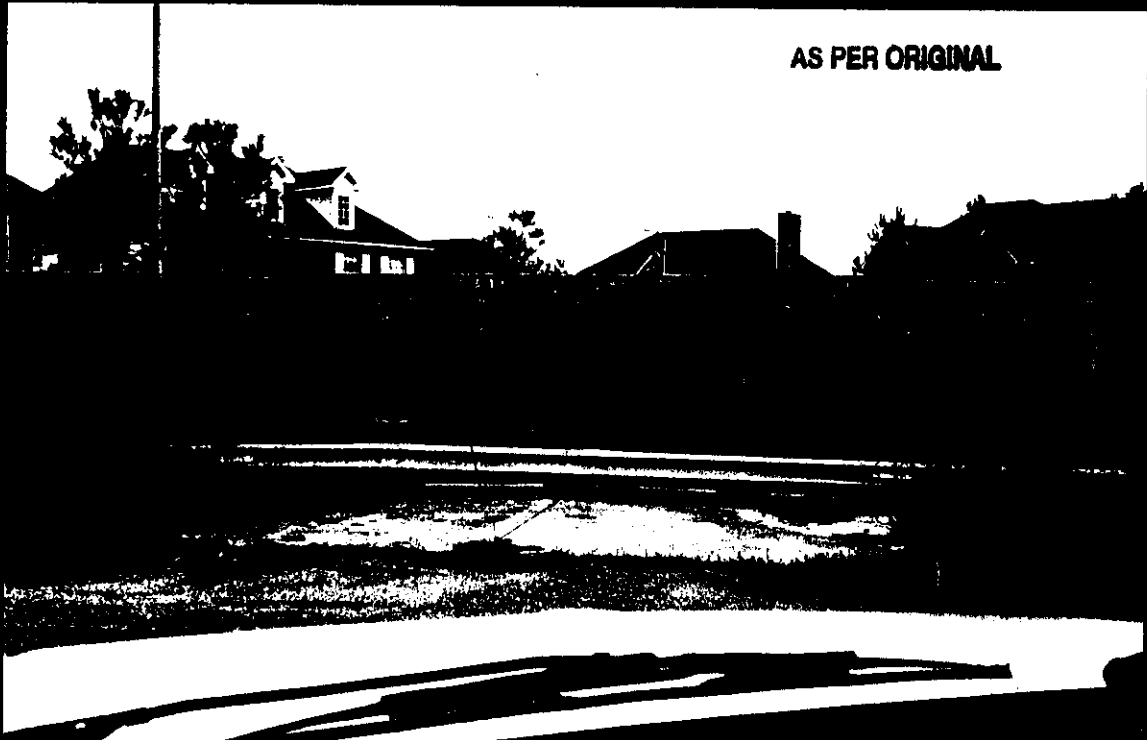


- LEGEND**
- STOP SIGN (R1-1)
 - STOP SIGN (R1-1) WITH STREET NAME SIGN (D3-1)
 - 25 M.P.H. SPEED LIMIT SIGN (R2-1)
 - DEAD END SIGN (W14-1)
 - NO OUTLET SIGN (W14-2)
 - STREET NAME SIGN (D3-1)
 - "SLOW - CHILDREN AT PLAY" SIGN
 - TYPE III BARRICADE

File name: I:\lynda\subd\tcp\TEALBRIR.DWG
 Plot date: 07/13/98 at 09:45

F.B.C.		TEALBRIAR SUBD.	
DRAWN: 7/13/98		CONTROL MAP AND	
BY: L. BRDECKA		STREET SIGN LAYOUT	
REVISED:		FORT BEND COUNTY ENGINEERING DEPT.	
BY:		1124 BLUME ROAD ROSENBERG, TX. 77471	
SCALE:		APPROVED: 7/13/98	
1" = 200'-0"		BY: STEVEN L. EVANS	
		DRAWING NO.	
		SHEET 1 OF 1	

AS PER ORIGINAL





COUNTY PURCHASING AGENT
Fort Bend County, Texas

22

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

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

August 5, 1998

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

SUBJECT: Agenda Items Commissioners Court August 11, 1998

1. Authorize advertising for bids for hand held PCs for ambulance units for documentation system.
2. Consider taking action on the following bids:
 - a. Bridge at Pink Taylor Run over Brooks Branch - Bid #98-058.
 - b. Tempered glass repair at George Memorial Library - Bid #98-059.
3. Consider renewing sign language interpreter contract pursuant to Bid #98-032.
4. Consider authorizing the purchase of computer equipment from Dell Marketing a State of Texas Qualified Information Systems vendor.
5. Consider authorizing the renewal of service maintenance agreement with Tiburon.

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

Dianne Wilson
Robert Grayless
Jim Edwards
Bud Childers

TABULATION

BRIDGE PINK TAYLOR RUN OVER BROOKS BRANCH

BID #98-058

COMPANY	BID PRICE	COMPLETION TIME
BLS Construction, Inc.	\$ 93,600.00	150 days
Roadway Construction, Inc.	\$159,050.00	60 days
Bean Construction Company	\$198,380.00	125 days

RECAPITULATION OF BID

Commissioners Court Approval:	July 7th
Legal notice run in newspaper:	July 19th and 26th
Individual notices mailed:	15
Bid packets picked up or mailed:	2
Mandatory pre-bid conference:	July 27th
Attended pre-bid conference:	4
Bid open date:	August 3rd
Bids received:	3

\$93,600.00

FUNDING: ROAD AND BRIDGE

TABULATION

TEMPERED GLASS REPAIR AT GEORGE MEMORIAL LIBRARY

BID #98-059

**NO BIDS RECEIVED
RE-ADVERTISE**

RECAPITULATION OF BID

Commissioners Court approval:	July 14th
Legal notice run in newspaper:	July 19th and 26th
Individual notices mailed:	16
Bid packets mailed or picked up:	2
Mandatory pre-bid conference:	July 27th
Attended pre-bid conference:	1
Bid opening date:	August 3rd
Bids received:	0

TABULATION

TERM CONTRACT FOR SIGN LANGUAGE INTERPRETER

BID #98-032

Renewal period 9/1/98 through 8/31/99

Service	Nightingale Adult Day Center	Sign Language Accessible Interpreters	Sign Shares
Regular: (with 24 hr notice)			Disqualified: Altered payment terms
M - F, 8 am - 5 pm	\$60.00 1st hr \$30.00 each add'l	\$75.00 hr	
M - F, after 5 pm	\$80.00 1st hr \$40.00 each add'l	\$75.00 hr	
Weekend, 8 am - 5 pm	\$80.00 1st hr \$40.00 each add'l	\$112.00 hr	
Weekend, after 5 pm	\$80.00 1st hr \$40.00 each add'l	\$112.00 hr	
Emergency: (less than 24 hr. notice)			
M - F, 8 am - 5 pm	\$80.00 1st hr \$40.00 each add'l	\$112.00 hr	
M - F, after 5 pm	\$100.00 1st hr \$50.00 each add'l	\$112.00 hr	
Weekend, 8 am - 5 pm	\$100.00 1st hr \$50.00 each add'l	\$112.00 hr	
Weekend, after 5 pm	\$100.00 1st hr \$50.00 each add'l	\$112.00 hr	
Holidays:			
M - S, 8 am - 5 pm	\$100.00 1st hr \$50.00 each add'l	\$150.00 hr	
M - S, after 5 pm	\$100.00 1st hr \$50.00 each add'l	\$150.00 hr	

REQUISITION NUMBER: 03600004687 REQ LINES: 2 EST AMT: 17,750.00 REQ TYPE: LAST PRINT: 08/04/98

H E A D E R :

SUGGESTED VENDOR CODE: 742616805
VENDOR NAME: DELL MARKETING L.P.
ADDRESS: P O BOX 120001
DEPT 0747
DALLAS TX 75312-0747

CONTACT: SCOTT XT61960 OR JODIE XT61962
PHONE: 800-981-3355

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: SANDRA JANCZAK RESP PERSON: MARY SHEMANSKI WHSE LOC: RX DATE: 08/04/98
FUND: 010 AGENCY: 036 ORG/SUB-ORG: 0360 OBJ/SUB-OBJ: 1010 ACTIVITY: 1000 NOTE FLAG:

L I N E I T E M S :

1- RX LINE: 001 COMM CODE: 205 BUYER: 02 CINDY MORALES STATUS: AFZ
QUANTITY: 10.00 U/M: EA EST UNIT COST: 1740.000000 EST TOTAL COST: 17400.00
MFG NUMBER: NAME: TEXT FLAG: Y
DESCRIPTION: DELL P6266 GX1/MT+ BASE (66 MHZ FSB)
WIN95 INTEGR. VIDEO, INTEG. AUDIO, INTEG.10/100 NETWORKING, 512K CACHE,
ALTEC LANSING ACS90 SPEAKERS, IDE CD ROM DRIVE, ULTRASCAN 800HS
MODEL D825TM 15" MONITOR, 3.5" FLOPPY, 3.2GB EIDE HARD DRIVE,
WINDOWS 95 CD ROM OSR2.1, 3 YEAR NBD ON SITE.

DO NOT PARTITION HARD DRIVE-USE FAT 32

2- RX LINE: 002 COMM CODE: 205 BUYER: 02 CINDY MORALES STATUS: AFZ
QUANTITY: 10.00 U/M: EA EST UNIT COST: 35.000000 EST TOTAL COST: 350.00
MFG NUMBER: NAME: TEXT FLAG: Y
DESCRIPTION: SHIPPING
TEXT: QUOTE #19769762

FOR USERS WHOSE MACHINES ARE NOT Y2K

Depend on...



Fort Bend County Management Information Systems (M.I.S.)

Mary Shemanski
Director

MEMORANDUM

TO: Gilbert Jalomo
Purchasing

FROM: Mary Shemanski, Director
Management Information Systems

DATE: July 23, 1998

SUBJECT: Tiburon Requisition

Please find the attached contract agreement renewal for Extended Service for maintenance of Fort Bend County's CAD/MSS/RMS/CMS Systems for the period Nov 1, 1998 to Oct 31, 1999. Maintenance coverage will cost \$49,917.

This is requisition number 03600004666 to Tiburon. Please schedule this requisition for Commissioner's Court approval.

Should you have any questions, please call.

Tiburon Inc.

June 26, 1998

Ms. Mary Schemanski
Fort Bend County
500 Liberty St., Suite 212
Richmond, TX 77469

Dear Ms. Schemanski:

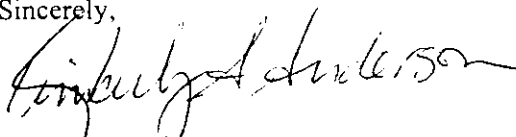
Enclosed are two copies of Exhibits A and B for renewal of your current Agreement for Extended Service for maintenance of Fort Bend County's CAD, MSS, RMS and CMS Systems for the period November 1, 1998 - October 31, 1999.

Note that we are offering 24/7 support for \$7,000 per year and the option to put funds into a pre-paid Technical Resource Pool. We also offer Gold Card Service, a quote for this service will be provided upon request.

Details of the above services are included in Exhibit B. To opt for any of these services, please place your initials in the space provided next to each option and add the services and amounts to Exhibit A in the space provided. Then, please return one original to the **San Francisco** office, 475 Sansome St., Suite 810, San Francisco, CA, Attention: Kimberly Anderson.

Please call me if you have any questions.

Sincerely,



Kimberly Anderson
Administrative Assistant
Client Services Division

/ka

attachments

cc: Merry Hamilton
Darcy Hislop



475 Sansome Street Suite 810 San Francisco California 94111 415/956-3800 Fax: 415/956-0200

EXHIBIT A

SOFTWARE SUPPORT AND MAINTENANCE FEE

CLIENT NAME: Fort Bend Co.

CONTACT: Mary Schemanski

Support and Maintenance provided to the CLIENT listed above shall be pursuant to the terms and conditions of the TIBURON Agreement for Extended Service.

This Exhibit A shall become part of said Agreement upon signature and shall be effective from November 1, 1998 to October 31, 1999 and applies only to the application software and software modules listed below and will be billed in advance annually, unless otherwise set forth in Exhibit B. Upon future renewals, there will be an additional charge to those CLIENTs requiring semi-annual or quarterly invoices.

<u>Software Model</u>	<u>Months</u>	<u>CPU Make</u>	<u>Model</u>	<u>Serial #</u>	<u>User License</u>	<u>Total Fees</u>
CAD/MSS	12					
Police RMS	12					
Jail CMS	12					
Total:						\$49,917
Additional items from Exhibit B (Optional, to be filled in by client)						
<u>Software Model</u>	<u>Months</u>	<u>CPU Make</u>	<u>Model</u>	<u>Serial #</u>	<u>User License</u>	<u>Total Fees</u>
Grand Total:						

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Client

By: Mike D. Lopez
(Authorized Signature)

Name: _____

Title: _____

Date: _____

Tiburon, Inc.

By: Darcy Hislop
(Authorized Signature)

Name: Darcy Hislop

Title: Vice President

Date: June 25, 1998

EXHIBIT B
SCHEDULE OF SERVICES AND CHARGES

Basic Services

\$ 49,917 per year

TIBURON will provide basic services as defined in the Statement of Work contained in the Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 6:00 a.m. to 5:30 p.m. Pacific Time, excluding weekends and normal TIBURON holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

"24/7" Service Option

\$ 7,000 per year

(initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including TIBURON holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

Software Upgrade Option

Included

New software releases are provided for CLIENT's version of the RISC CAD or the SS/2000 and Relational Data System programs. Installation support may be selected at normal technical service rates as listed below.

Prepaid Technical Support Resource Pool

\$ _____

(amount)

(initial)

A dollar amount is allocated to a Technical Support Resource Pool. The charges for Technical Support will always be calculated at the TIBURON facility rate and will be subtracted from this dollar amount as incurred. Any unused portion of this account is carried over to the next contract year.

Gold Card Service Option

Quote available on request

A total support program is tailored for CLIENT and includes a schedule of on-site visits by TIBURON personnel for data base management, working with end users to identify and resolve problems and to apply agreed upon software changes, installation of new software products obtained through this Agreement, and a comprehensive training program. (If selected by CLIENT the terms of this option are defined in the Gold Card Service Schedule will be attached as Exhibit C and incorporated herein by reference.)

Operations Review

Included

Tiburon personnel will visit the client site periodically and meet with management, operations and other user personnel to conduct an operations review of the systems and an analysis of the CLIENT's automation requirements. A report will be produced to include observations and recommendations as regards the use of the system. Working with the CLIENT, this review will be further documented in the form of a multi-year automation plan for the CLIENT. There will be no charge for this service if total annual maintenance exceeds \$20,000.

Tiburon User Group Membership

Included

Two voting memberships in the Tiburon User Group are included in Basic Services. Up to three additional voting memberships may be purchased for \$175 each.

Technical Service Rates

Technical Services Rates shall be deducted from the Prepaid Technical Support Resource Pool, or if that option is not available, they shall be invoiced to CLIENT as incurred.

1. Technical Service Rates

Technical support shall be charged at the following rates:

At TIBURON Facilities: \$ 130 per staff hour

At CLIENT Site: \$ 150 per staff hour

A minimum of four (4) hours per occurrence will be charged for work conducted at TIBURON facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

3. Call-Out Charges

For systems not covered under 24/7 support, after normal business hours, call-outs will be billed at \$250 per call. After the first hour, the rate is \$200 per hour with a two-hour minimum. If CLIENT'S systems are covered under the 24/7 support, the off-hour call-out fee is only \$50.

4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Item 1, page 3, Exhibit B.

Payment Provisions

Payments due under this Agreement shall be made based on invoices submitted in advance on an annual basis for Basic Services and Options or as incurred for miscellaneous expenses.

Charges provided for in this section may be altered by TIBURON annually on the anniversary date of the Agreement by giving a 90-day advance written notice of such changes.

The amount of any tax, license, or permit fees, but not including taxes on income, that may be imposed or levied upon this Agreement, the transaction, or the materials or services delivered hereto, shall be added to each invoice and paid by CLIENT in addition to the amounts shown above.

CLIENT shall pay each invoice within 45 days of receipt thereof.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Client

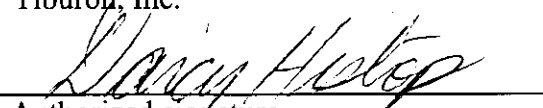

Authorized signature

Name

Title

Date

Tiburon, Inc.


Authorized signature

Darcy Hislop

Name

Vice President

Title

June 25, 1998

Date

Addendum
25(1)

MARSHA P. GAINES

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

DATE: August 5, 1998

TO: County Judge Mike Rozell
Commissioner R. L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
Ben W. "Bud" Childers, County Attorney

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Massand Gopal; 2650-04-009-1300-907;
1997 Tax Year, Precinct 4

Gopal Massand is requesting waiver of penalty and interest on the above referenced account for the 1997 tax year.

Tax Office records indicate:

- 1997 original tax statement mailed to Gopal Massand, PO Box 4522, Houston, Texas 77210-4522
- In December 1997, the original statement was returned to our office from post office
- Sent May notice of taxes due and again, the statement was returned to our office
- Owner's letter stated that he received notice from mortgage company on July 6, 1998, indicating that County taxes were delinquent
- On July 10, 1998, property owner contacted our office stating that he has never received a tax statement and the mailing address we had for him was incorrect. We instructed him to notify the Fort Bend Central Appraisal District of his correct address.
- The Appraisal District records indicate that the address was corrected on the above referenced account on July 15, 1998.
- No evidence of contact from property owner requesting a statement
- Payment was received on July 10, 1998

Breakdown of Taxes Paid:

Base Tax	\$464.52
Penalty and Interest	\$ 83.62
Attorney Fees	\$ 82.22
Total Paid	\$630.36

Section 31.01 (g) of the Texas Property Tax Code states, "Failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

I do not recommend waiver of penalty and interest. There is no evidence of an error by the Central Appraisal District or the Fort Bend County Tax Office.

Marsha P. Gaines

Addendum
2.5(1)

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DATE: August 5, 1998

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FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest -A-Ham Properties ; 0061-00-000-0611-901 & 0061-00-000-0612-901;
1997 Tax Year; Precinct 1

Mr. Timothy M. O'Brien of Mellon Mortgage Company is requesting waiver of penalty and interest on the above referenced account for the 1997 tax year.

Tax Office records indicate:

- 1997 original tax statement mailed to A-Ham Properties Inc. %Gus Ham, PO Box 540934, Houston, Texas 77254-0934
- In December 1997, our office received a check from Mellon Mortgage Company which was made out to Fort Bend County. The check included payment for taxes for our office and Lamar CISD
- On February 27th, 1998, our office mailed a letter to Mellon stating the error and requested another check made out to our office to pay County taxes only. They were given until March 16, 1998 to pay at base amount.
- No contact from property owner requesting a statement
- Payment was received on June 11, 1998

Breakdown of Taxes Paid:

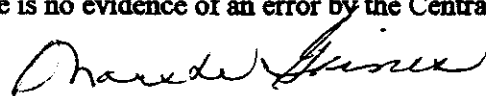
Account#: 0061-00-000-0611-901

Account#: 0061-00-000-0612-901

Base Tax	\$8,341.39
Penalty and Interest	\$1,251.21
Total Paid	\$9,592.60

Base Tax	\$6,427.53
Penalty & Interest	\$ 964.13
Total Paid	\$7,391.66

I do not recommend waiver of penalty and interest. There is no evidence of an error by the Central Appraisal District or the Fort Bend County Tax Office.



Dir. of 31/1001
Co Clerk
41

Addendum
25(1)

MARSHA P. GAINES
Fort Bend County Tax Assessor/Collector
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DATE: August 5, 1998

TO: County Judge Mike Rozell
Commissioner R. L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
Ben W. "Bud" Childers, County Attorney

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest -Finner, Edgar & Laura P; 1810-00-001-0050-906;
1997 Tax Year, Precinct 1

Mr. Edgar Finner is requesting waiver of penalty and interest on the above referenced account for the 1997 tax year.

Tax Office records indicate:

- 1997 original tax statement mailed to Edgar & Laura P Finner, 9103 Church St., Needville, Texas 77461
- The Fort Bend Central Appraisal District used the mailing address that was located on the "Warranty Deed with Vendor's Lien" that was filed with the County Clerk's office on April 11, 1997.
- In December 1997, the original statement was returned to our office from post office
- In March, our office mailed tax statements, and again, it was returned to our office
- In May, our office had another delinquent tax mailout. When the May notice was returned to our office, it had a forwarding address.
- Sent tax statement to forwarding address: PO Box 275, Needville, Texas 77461
- The Appraisal District records indicate that the address was corrected on the above referenced account on June 4, 1998 to PO Box 275, Needville, Texas 77461 per the property owner's request.
- No evidence of contact from property owner requesting a statement
- Payment was received on June 4, 1998

Breakdown of Taxes Paid:

Base Tax	\$152.40
Penalty and Interest	\$ 22.87
Total Paid	\$175.27

Section 31.01 (g) of the Texas Property Tax Code states, "Failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

I do not recommend waiver of penalty and interest. There is no evidence of an error by the Central Appraisal District or the Fort Bend County Tax Office.



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

*Addendum
25(1)*

DATE: August 5, 1998

TO: County Judge Mike Rozell
Commissioner R. L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
Ben W. "Bud" Childers, County Attorney

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest -Finner, Edgar & Laura P; 1810-00-001-0051-906;
1997 Tax Year; Precinct 1

Mr. Edgar Finner is requesting waiver of penalty and interest on the above referenced account for the 1997 tax year.

Tax Office records indicate:

- 1997 original tax statement mailed to Edgar & Laura P Finner, 9103 Church St., Needville, Texas 77461
- The Fort Bend Central Appraisal District used the mailing address that was located on the "Warranty Deed with Vendor's Lien" that was filed with the County Clerk's office on April 11, 1997.
- In December 1997, the original statement was returned to our office from post office
- In March, our office mailed tax statements, and again, it was returned to our office
- In May, our office had another delinquent tax mailout. When the May notice was returned to our office, it had a forwarding address.
- Sent tax statement to forwarding address: PO Box 275, Needville, Texas 77461
- The Appraisal District records indicate that the address was corrected on the above referenced account on June 9, 1998 to PO Box 275, Needville, Texas 77461 per the property owner's request.
- No evidence of contact from property owner requesting a statement
- Payment was received on June 9, 1998

Breakdown of Taxes Paid:

Base Tax	\$15.22
Penalty and Interest	\$ 2.28
Total Paid	\$17.50

Section 31.01 (g) of the Texas Property Tax Code states, "Failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

I do not recommend waiver of penalty and interest. There is no evidence of an error by the Central Appraisal District or the Fort Bend County Tax Office.

Marsha Gaines

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

On this the 11 day of August, 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

L. L. D. H. Grier
Glady Prestage
W. H. Meyers
Bob Grayless

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

***** APPROVED *****

Bob Grayless
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____