IMAGED 573 PAGES
ON 8-6-08
DATE

EMERGENCY NOTICE OF MEETING

FORT BEND COUNTY COMMISSIONERS COURT
WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
WEDNESDAY, AUGUST 6, 2008
10:30 O'CLOCK A.M.

The Regular Meeting of Commissioners Court posted for August 5, 2008 has been postponed in case of a catastrophe including Tropical Storm Edourdo, flooding, wind, and rain pursuant to Texas Government Code Section 551.0411 and said meeting is hereby posted as an Emergency Meeting in accordance with Texas Government Code Section 551.045.

AGENDA

1. Call to Order.

2. Invocation and Pledge of Allegiance by Commissioner Patterson.

3. Approve minutes of special meeting held on July 21, 2008, and regular meeting held on July 22, 2008.

4. Announcements and Public Comments.

5. PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:
   - A. Acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 23B, Precinct 1.
   - B. Acceptance of the traffic control plan for Andover Farms, Section 5, Pct. 1.
   - C. Acceptance of the traffic control plan for Cinco Ranch Southwest, Section 2, Section 3, and Section 4, Pct. 3.
   - D. Acceptance of the traffic control plan for Bradford Park, Section 3, Pct. 3.
   - E. Approval of replat for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1.
   - F. Approval of replat for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1.
   - G. Approval of replat for Case-Toskey Subdivision being a partial replat of Lots, 5,6,7 and 8, Block 22, of Weston Lakes Subdivision, Section 11, Pct. 3.
   - H. Approval of replat for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2, of Weston Lakes Subdivision, Section 1, Precinct 3.
   - I. Approval of replat for Waterside Development, Precinct 3.

CONSENT AGENDA ITEMS 6 - 24:

6. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
   - A. **Budget Office: James Edwards to Minneapolis, Minnesota, August 24-27, 2008, to attend the Advanced Governmental Budgeting and Strategic Planning Seminar. (Fund: Budget Office, Travel)**
   - B. **District Attorney: Chad Bridges, Natalie Sarfin, C. Alex Simmons, Jill Stotts, and Colleen Hermann to San Diego, California, October 3-7, 2008, to attend the 18th Annual National Conference on Domestic Violence. (Fund: District Attorney, Travel)**
   - C. **Health & Human Services: Change in travel dates for David Wahome to Atlanta Georgia, August 11-16, 2008, to attend Centers for Disease Control National Conference on Health Communication, Marketing, and Media 2008. (Fund: Public Health Preparedness Grant)**
   - D. **Health & Human Services - Social Services: Maria Cloudt, Shennette Connor, and Demetria Heard to Garden Grove, California, August 16-20, 2008, to attend National Eligibility Workers Association, 33rd Annual Training Conference. (Fund: Social Services, Travel)**
   - E. **Library: Julia Mergele to Nashville, Tennessee, November 7-9, 2008, to attend 2008 Young Adult Literature Symposium. (Fund: Library, Travel)**
   - F. **Sheriff's Office: Ratify travel by Aramis Gonzales and Brian Schmitt to Huntington Beach, California, July 21-22, 2008, for extradition of person back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**

7. **COUNTY JUDGE: Record into Minutes the continued collection of Optional Fees in addition to the registration fees for calendar year 2009, pursuant to Chapter 502 of the Transportation Code, in the following amounts: Road and Bridge Fee: $10.00; Child Safety Fee: $1.50.**

8. **COMMISSIONER, PCT. 1: Approve Project Agreement between Fort Bend County and City of Needville to provide assistance with street improvements on Joe Street and Caroline Street, both City-owned streets, County expenditure not to exceed $1,300. (Fund: Road and Bridge, Multi)**

9. **COMMISSIONER, PCT. 3:**
   - A. **Approve Project Agreement between Fort Bend County and City of Fulshear to provide assistance with replacement of parking lot lights at Fulshear Community Center, County expense not to exceed $1,170. (Fund: Road & Bridge, Multi)**
   - B. **Approve Project Agreement between Fort Bend County and City of Fulshear to provide assistance with surveying and cleaning ditches for improved drainage at McKinnon Road, County expense not to exceed $16,100. (Fund: Road & Bridge, Multi)**

10. **COMMISSIONER, PCT. 4: Approve Project Agreement between Fort Bend County and Texas Department of Criminal Justice to provide assistance with reconstruction and overlay of parking lot at the Carol Vance Unit, County expense not to exceed $14,675. (Fund: Road & Bridge, Multi)**

11. **AUDITOR: Approve renewal of Memorandum of Agreement for Computer and Internet Services between Texas AgriLife Extension Service and Fort Bend County for computer and internet services at the Fort Bend County Extension Office from October 1, 2008 through September 30, 2009. (Fund: AgriLife Extension)**

12. **BUDGET TRANSFERS:**
    - A. **Auditor: Approve transfer in the amount of $5,500,000 as detailed on Auditor's form dated July 30, 2008, to allocate funds into the Judicial Complex project, to be reimbursed into General Fund when the bond monies become available.**
    - B. **Child Support: Approve transfer in the amount of $10,068 as detailed on Administrator's form dated July 30, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds received from Title IV-D Reimbursements into Information Technology for replacement of nine computers.**
    - C. **County Clerk: Approve transfer in the amount of $250 from Records Management, Information Technology, into Property and Equipment to allocate funds budgeted for IT cost allocation into correct line item for expenditure.**
    - D. **Library: Approve transfer in the amount of $450 from Library, Capital Acquisitions, into Facilities, Utilities, to allocate funds for additional telephone features to accommodate increased activity at branch libraries.**
    - E. **Sheriff: Approve transfer in the amount of $3,700 from Detention, Salaries and Labor, into Temporary/Part-Time to allocate funds into correct line item for current full-time nurse who is transferring to part-time.**
    - F. **Tax Assessor/Collector: Approve transfer in the amount of $340 from Fees into Information Technology to allocate funds for purchase of printer for Tax Office.**

13. **COMMUNITY DEVELOPMENT: Approve payment of Invoice No. 16 in the amount of $457.64 to Claunch & Miller for engineering services regarding the City of Kendleton Wastewater System project. (Fund: Community Development)**

14. **CONSTABLE, PCT. 4: Accept grant funding in the amount of $5,000 from the Texas Comptroller for the Statewide Tobacco Education Program (STEP) for use from September 1, 2008 through August 31, 2009, with no match required by Fort Bend County.**

15. **DISTRICT ATTORNEY: Rescind record of Agenda Item 11B from Commissioners Court dated July 22, 2008, the First Amended District Attorney Worthless Check Budget for FY 2008 in the amount of $50,879.42, to be presented at a later date.**

16. **ENGINEERING:**
    - A. **Approve payment of Invoice No. 5309 (Pay Estimate No. 1) in the amount of $12,093.00 to Othon, Inc. regarding expansion of Ransom Road (from Riverpark to Main Street), Mobility Bond Project #747, Precinct 1. (Fund: Mobility Bond Project)**
    - B. **Approve payment of Invoice No. CB030539-01 in the amount of $7,498.38 to Carter & Burgess for actual labor rates regarding Fort Bend County Mobility Projects, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)**
    - C. **Approve Pay Estimate No. 5 in the amount of $568,432.79 to Texas Sterling Construction regarding SH 99 Northbound Frontage Road from FM 1093 to Fry Road, Precinct 3. (Funds: Mobility Bonds)**
    - D. **Approve payment of Invoice No. 142446 (Pay Estimate No. 11) in the amount of $10,266.51 to Jones & Carter, Inc. for Fifth Street Paving and Drainage Project from FM 1092 to FM 2234, Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bonds)**
    - E. **Approve payment of Invoice No. 9 (Pay Estimate No. 9) in the amount of $68,841.75 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)**
    - F. **Approve Payment of Invoice No. 0226823 (Pay Application No. 5) in the amount of $46,401.00 to Cobb-Fendley & Associates, Inc. regarding Greenbusch/Westheimer Parkway (from SH 99 to IH 10), Precinct 3. (Fund: Mobility Bonds)**
    - G. **Approve release of Performance Bond #08438748 in the amount of $6,631.05 to Jaho, Inc. for completion of work on Stafford Run Creek, Permit #83071, Precinct 2.**
    - H. **Approve release of Performance Bond #105027555 in the amount of $5,000.00 to Dyad Construction, LP for completion of work on Bellaire Blvd., Permit #83463, Precinct 3.**
    - I. **Approve application from Belisle Construction, Inc. / Pilian Properties, LLC to construct a driveway tie-in onto Lewisville, Drive, Precinct 3.**
    - J. **Approve application from Superior Waterworks, LLC to bore a 4-inch water line under Old Richmond, Precinct 4.**
    - K. **Approve application from CenterPoint Energy Entex to bore under Rabbs Bayou, Precinct 1.**
    - L. **Approve application from AT&T to bore under and bury cable along Farmer Road, Precinct 3.**
    - M. **Approve application from AT&T to bore under and bury cable along Garden Heath Lane, Mason Road, and Lakemont Bend Lane, Precinct 3.**
    - N. **Approve application from Intown Construction Group, LLC to construct two driveway tie-ins onto McKaskle, Precinct 4.**
    - O. **Release Letter of Credit #SC4873 in the amount of $73,100.00 for Grand Reserve. These are PRIVATE streets, and will be maintained by the Homeowners Association, Pct. 1.**

ENGINEERING (Continued)

P. **Accept the streets in Lakemont Manor, Section 1 and release bond #929369461 in the amount of $217,156.10, Pct. 3.**

Broad Run Lane	341.02 LF
Avalon Trace	751.10 LF
Shallow Shaft Lane	262.34 LF
Rambling Tree Lane	1,088.09 LF
Erin Hollow Court	128.39 LF
Bright Summer Lane	556.29 LF
TOTAL:	3,127.25 LF

Q. **Accept the streets in Lakemont Manor, Section 2 and release bond #929411794 in the amount of $153,650.00, Pct. 3.**

Barton Vale Lane	140.00 LF
Shallow Shaft Lane	755.63 LF
Garland Mist Lane	525.61 LF
Heron Shadow Court	542.83 LF
Bright Feather Lane	280.99 LF
TOTAL:	2,245.06 LF

R. **Accept the streets in Greatwood Forest, Section 4 and release bond #5024942 in the amount of $222,600.00, Pct. 1.**

Garden Brook	145.00 LF
Great Pecan Lane	647.45 LF
Timber Glen Lane	558.54 LF
Bayou Green Lane	644.77 LF
Forest Knoll Lane	558.55 LF
New Forest Lane	667.11 LF
TOTAL:	3,221.42 LF

S. **Accept the streets in Lost Creek, Section 3 and release bond #4356193 in the amount of $234,546.20, Pct. 3.**

Sierra Bend Drive	1,380.41 LF
Sierra Long Drive	844.79 LF
Coldstone Creek Court	675.73 LF
Brackstone Court	422.00 LF
Augrae Park Court	150.00 LF
TOTAL:	3,472.93 LF

T. **Set public hearing for acceptance of the traffic control plan for Lakemont Manor, Section 1, and Lakemont Manor, Section 2, Pct. 3.** ***(Tuesday, September 2, 2008, at 1:00 p.m.)***

U. **Set public hearing for acceptance of the traffic control plan for Greatwood Forest, Section 4, Pct. 1.** ***(Tuesday, September 2, 2008, at 1:00 p.m.)***

V. **Set public hearing for acceptance of the traffic control plan Lost Creek, Section 3, Pct. 3.** ***(Tuesday, September 2, 2008, at 1:00 p.m.)***

W. **Set public hearing for Shops at Grand Parkway being a replat of restricted reserve "A" of Shops at Parkway Lakes Reserves A, B, C, D Subdivision, Pct. 3.** ***(Tuesday, September 9, 2008, at 1:00 p.m.)***

17. **FACILITIES MANAGEMENT & PLANNING:**
    - A. **Approve payment of Invoice No. 10023001 in the amount of $4,075.96 to PGAL for professional services regarding the Fort Bend County Judicial Complex. (Fund: Court Complex)**
    - B. **Approve Pay Application No. 4 in the amount of $49,059.90 to ROCA Construction for work done on the South Post Oak Expansion project. (Fund: Facility Bond Project)**

18. **FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION: The Board of Directors of the Fort Bend Flood Control Water Supply Corporation reviewed these items at their regular meeting on July 23, 2008, and made the following recommendations to Commissioners Court: Authorize payment of invoices for work performed by consultants and/or contractors and listed on Board Report for an amount totaling $158,676.77 regarding Big Creek. (Fund: Big Creek, Fees)**

19. **HEALTH & HUMAN SERVICES:**
    - A. **Clinical Health: Approve Contract No. 2009-028250 with the Department of State Health Services, to accept grant funding in the amount of $34,681 for Core Public Health Services to be provided from September 1, 2008 through August 31, 2009, with no cash match by Fort Bend County.**
    - B. **Clinical Health: Approve Contract No. 2009-028471 with the Department of State Health Services, to accept grant funding in the amount of $186,379 for Tuberculosis Prevention and Control Program for use from September 1, 2008 through August 31, 2009, with no cash match by Fort Bend County.**
    - C. **Environmental Health: Approve Adopt-A-County-Road Agreement between Fort Bend County and Families & Friends of Rogers Road for Rogers Road from FM 359 to Pool Hill Road.**
    - D. **Social Services: Approve renewal of Agreement between Fort Bend County and University of Texas Medical Branch (UTMB) at Galveston for UTMB forensic pathology services through August 31, 2009. (Fund: Social Services, Fees)**

20. **HUMAN RESOURCES:**
    - A. **Approve four days of extended sick leave for employee of the Sheriff's Office, Position No. 5601-0467.**
    - B. **Approve twenty days of extended sick leave for employee of the Sheriff's Office, Position No. 5601-0426.**
    - C. **Approve eight days of extended sick leave for employee of the Road & Bridge Department, Position No. 6111-0065.**

21. PARKS DEPARTMENT: Approve Amendment to Project Agreement between Fort Bend County and Texas Parks and Wildlife Department to extend the project date for the Fort Bend County Regional Park and Trail, Project No. 48-001057, until July 15, 2009.

22. PURCHASING:

A. Approve renewal of term contract for Bid #08-016, Leather Goods.

B. Authorize advertising for Design/Build Construction of Carport for Model Airplane Park.

23. SHERIFF'S OFFICE:

A. Accept grant funding in the amount of $13,000 from the Texas Comptroller for the Statewide Tobacco Education Program (STEP) for use from September 1, 2008 through August 31, 2009, with no match required by Fort Bend County.

B. Approve Addendum for renewal of Vehicle Borrower Application and Agreement between Fort Bend County and Mazda North American Operations for vehicles used in the Kids N' Cops Program.

24. TAX ASSESSOR/COLLECTOR:

A. Approve renewal of Interlocal Cooperation Agreement for the Collection of Taxes between Fort Bend County and Lamar Consolidated Independent School District.

B. Record into Minutes the disposal of Tax Office Bankruptcy Documentation as submitted by Tax Office dated July 17, 2008, in accordance with State Archive Retention Schedule.

C. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on July 29, 2008, for an amount totaling $69,252.17.

---

25. COMMISSIONER, PCT. 1:

A. Take all appropriate action on request by Ruben Lopez on behalf of Greatwood Golf Club, to waive penalty and interest, including attorney fees, totaling $6,543.28 on property taxes for tax years 2005 and 2006, Precinct 1.

B. Take all appropriate action on Funding Agreement between Fort Bend County and Fort Bend County Fair Association for improvements to the pavilion at the Fort Bend County Fairgrounds.

26. COMMISSIONER, PCT. 3: Take all appropriate action on request by Sharon Foster and George Deshazo to waive penalty and interest, totaling $294.73 on property taxes for tax year 2007, Precinct 3.

27. BUDGET OFFICE:
    A. Take all appropriate action to record into the Minutes the Revised Budget Calendar for fiscal year 2009.
    B. Take all appropriate action to publish all public notices relevant to setting the tax rate and adopting the budget as required under Property Tax Code Chapter 26 in a newspaper published daily due to time constraints. (Fund: Non-Departmental, Fees)

28. COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $97.75 to Drury Inn & Suites Austin for lodging without a purchase order. (Fund: CSCD, Travel)

29. CONSTABLE, PCT. 3: Take all appropriate action on request to transfer the amount of $89,969 as detailed on Auditor's form dated July 31, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the law enforcement agreement with Falcon Ranch.

30. CONSTABLE, PCT. 4: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $15.00 to Gus George Law Enforcement Academy for training provided without a purchase order. (Fund: Constable, Pct. 4, New Territory Law Enforcement Agreement)

31. ENGINEERING:
    A. Take all appropriate action on the First Amendment to the Professional Engineering Services Agreement between Fort Bend County and Cobb Fendley & Associates, Inc. to provide services for the expansion of Greenbusch Road, Mobility Bond Project No. 732, increasing the funding amount from $850,000 to $956,000. (Fund: Mobility Bonds)
    B. Take all appropriate action on the First Amendment to the Professional Engineering Services Agreement between Fort Bend County and Othon, Inc. to provide services for the expansion of Ransom Road, Mobility Bond Project No. 747, increasing the funding amount from $740,000 to $770,000. (Fund: Mobility Bonds)
    C. Take all appropriate action on Advance Funding Agreement between Texas Department of Transportation and Fort Bend County for a Surface Transportation Program (off system), at a total estimated cost $11,732,529 to widen Trammel Fresno Road from two lanes to four lanes from Fort Bend Parkway to FM 521, Mobility Bond Project No. 746, Precincts 1 and 2. (Fund: Mobility Bonds)
    D. Take all appropriate action to amend the Standard Utility Agreement between Fort Bend County, the State of Texas, and Kinder Morgan Tejas Pipeline, L.P., for FM 1464 (from FM 1093 to SH 99), increasing Fort Bend County's participation to $218,536.21, Precincts 3 and 4. (Fund: Right of Way)

32. FACILITIES MANAGEMENT & PLANNING:
    A. Take all appropriate action to ratify termination of lease between Fort Bend County and Mellon Real Estate, Inc. effective July 31, 2008, for space at 117 Lane Drive, Suite 27, in Rosenberg, Texas, due to the relocation of Justice of the Peace, Precinct 1, Place 2 into the new Precinct One Facility on Ransom Road.
    B. Take all appropriate action on Agreement for Phase 2 – Post Bond Election Architectural Services between Fort Bend County and Pierce Goodwin Alexander & Linville (PGAL) in an amount not to exceed $3,604,000 for basic architectural services and $46,000 for reimbursable expenses regarding the Judicial Complex. (Fund: Court Complex)
    C. Take all appropriate action on the Facilities Extension Agreement between Fort Bend County and CenterPoint Energy for 1410 #1 Ransom Road, and the Specification for Fort Bend County Jail at 1410 Ransom Road #1, Job No. 45690163, Revision No. 1. (Fund: Jail Expansion Project)

33. HEALTH & HUMAN SERVICES – SOCIAL SERVICES:
    A. Take all appropriate action on Agreement between Fort Bend County and Reliant Energy Retail Services for the County to receive funds in the amount of $103,321.66 for calendar year 2008 from Reliant for the low income electric fund (RELIEF) program.
    B. Take all appropriate action on First Amendment to Care Program Agency Agreement between Fort Bend County and Reliant Energy Retail Services.

34. HUMAN RESOURCES:
    A. Take all appropriate action to reclassify Position No. 5601-0177 in the Sheriff's Office, from Telecommunications Officer I, Grade 9 of the Administrative/Clerical Policy Group to Telecommunications Officer II, Grade 11 of the Administrative/Clerical Policy Group, effective August 9, 2008.
    B. Take all appropriate action to implement compensation changes as presented by Human Resources in Civilian Detention Officer Recommendation letter, effective August 9, 2008. (Fund: Sheriff, Detention, Salaries, and Juvenile, Salaries)

35. INFORMATION TECHNOLOGY: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $80.00 to DataVox Business Communications for repair service provided without a purchase order. (Fund: Information Technology, Fees)

36. PUBLIC TRANSPORTATION: Take all appropriate action on Contract Amendment No. 1 between Fort Bend County and Texas Commission on Environmental Quality for the Local Initiative Projects, to add additional State funding in the amount of $134,860.75 for FY09, with no cash match required by Fort Bend County.

37. PURCHASING:
    A. Take all appropriate action on Bid #08-084 for pharmaceutical counting machines.
    B. Take all appropriate action to consider donating a paper shredder to Texana Center, as authorized Local Government Code §263.152 (a)(4)(B).

PURCHASING (Continued)

C. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of an item available from only one source from the following:
   1) Frazer, LTD for three (3) ambulance module remounts/refurbishing, amount not to exceed $46,000. (Fund: Emergency Medical Service, Fees)
   2) Votec Corporation for renewal of maintenance agreement, amount not to exceed $36,000. (Fund: Elections Administration, Fees)
   3) Hart Intercivic for renewal of annual software license and maintenance agreement, amount not to exceed $109,000. (Fund: Elections Administration, Fees)

D. Take all appropriate action on request for price increase from S & C Construction pursuant to Bid #08-010 for concrete pavement rehabilitation.

E. Take all appropriate action on request for price increase from Central Poly Corporation pursuant to Bid #06-094 for janitorial supplies.

F. Take all appropriate action on cancellation request from Cleveland Asphalt Products pursuant to Bid #08-046 for chemical road material.

G. Take all appropriate action to authorize purchase of mobile radios from Motorola for an amount not to exceed $38,000 utilizing the Houston-Galveston Area Council Agreement. (Fund: Sheriff, Enforcement, Capital Acquisitions)

H. Take all appropriate action to authorize the purchase of two (2) pick up trucks for Constable Pct. 3, pursuant to Bid #08-027 Vehicles. (Fund: Constable, Pct. 3, Cinco Ranch and Falcon Ranch)

38. SHERIFF'S OFFICE: Take all appropriate action on request for promotion of employee in Position No. 5601-0309 Lieutenant, Grade 13, Step 4 of the Law Enforcement Policy Group to Position No. 5601-0097, Captain, Grade 14, Step 8, effective August 9, 2008.

39. Approve Bills.

40. Ratify release of time-sensitive bills on July 31, 2008.

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

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

Civil Action Number 6:08-CV-00008; Michael Buchanek vs. City of Victoria, Texas, Richard Jones, Sam Eyre, Sheriff T. Michael O'Connor, Tom Copeland, Anthony Daniel, The County of Victoria, Texas, Keith Pikett, and Fort Bend County, Texas; In the United States District Court for the Southern District of Texas, Victoria Division.

FILED FOR RECORD
NO_____ TIME 3:30 A.M. P.M.
AUG 0 4 2008
Shaunne Nelson
County Clerk Fort Bend Co Tex

Meet in Closed Session (Continued)

B. § 551.074. Personnel Matters. Commissioners Court will meet in Closed Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
Executive Manager Annual Evaluation: Director of Risk Management.

42. Reconvene Open Session and consider taking action on the following matters:
A. § 551.071. Consultation With Attorney.
Civil Action Number 6:08-CV-00008; Michael Buchanek vs. City of Victoria, Texas, Richard Jones, Sam Eyre, Sheriff T. Michael O'Connor, Tom Copeland, Anthony Daniel, The County of Victoria, Texas, Keith Pikett, and Fort Bend County, Texas; In the United States District Court for the Southern District of Texas, Victoria Division.
B. § 551.074. Personnel Matters.
Executive Manager Annual Evaluation: Director of Risk Management.

43. Adjournment.

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

Robert E. Hebert

Robert E. Hebert, County Judge

Emergency notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Monday, August 4, 2008, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

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. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

NOTICE

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

August 6, 2008

EMERGENCY NOTICE OF MEETING

FORT BEND COUNTY DRAINAGE DISTRICT
WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
WEDNESDAY, AUGUST 6, 2008
10:30 O'CLOCK A.M.

The Regular Meeting of Fort Bend County Drainage District posted for August 5, 2008 has been postponed in case of a catastrophe including Tropical Storm Edourdo, flooding, wind, and rain pursuant to Texas Government Code Section 551.0411 and said meeting is hereby posted as an Emergency Meeting in accordance with Texas Government Code Section 551.045.

AGENDA

1. Call to Order.

2. Accept Monthly Report for May and June 2008.

3. Approve transfer in the amount of $290,000 as detailed on Auditor's form dated July 29, 2008, to reimburse funds for the LIDAR Flood Plain Study back into the Clear Creek Drainage Project.

4. Take all appropriate action to publish all public notices relevant to setting the tax rate and adopting the budget as required under Property Tax Code Chapter 26 in a newspaper published daily due to time constraints. (Fund: Non-Departmental, Fees)

5. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:
   § 551.074. Personnel Matters. Commissioners Court will meet in Closed Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
   Executive Manager Annual Evaluation: Chief Engineer, Drainage District.

August 6, 2008

FILED FOR RECORD
NO_____ TIME 3:30 A.M. P.M.
AUG 0 4 2008
Grainne Nilson
County Clerk Fort Bend Co. Tex.

6. Reconvene Open Session and consider taking action on the following matters:
   § 551.074. Personnel Matters.
   Executive Manager Annual Evaluation: Chief Engineer, Drainage District.

7. Adjournment.

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

Robert E. Hebert, County Judge

Emergency notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Monday, August 4, 2008, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

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. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

NOTICE

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

APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 6th day of August, 2008. (Emergency meeting)

DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Stavinoha seconded by Commissioner Prestage, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 12th day of August, 2008.

ROBERT E. HEBERT, COUNTY JUDGE

Approved

The Regular Meeting of Commissioners Court posted for August 5, 2008 has been postponed in case of a catastrophe including Tropical Storm Edourdo, flooding, wind, and rain pursuant to Texas Government Code Section 551.0411 and said meeting is hereby posted as an Emergency Meeting in accordance with Texas Government Code Section 551.045.

MINUTES

BE IT REMEMBERED, That on this 6th DAY of AUGUST, 2008, Commissioners Court of Fort Bend County, Texas, met at an emergency meeting with the following present:

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

Commissioner Meyers absent.

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

1. **Call to Order.**

   Call to Order by Judge Hebert at 10:31 a.m.

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

   Invocation and Pledge of Allegiance by Commissioner Patterson.

3. **Approve minutes of special meeting held on July 21, 2008, and regular meeting held on July 22, 2008.**

   Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve minutes of special meeting held on July 21, 2008, and regular meeting held on July 22, 2008.

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

4. **Announcements and Public Comments.**

   Commissioner Stavinoha wished good luck to Richmond Lamar Little League on the playoffs.

   Judge Hebert announced that Tropical Storm Edourdo passed by Fort Bend County.

5. **PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:**
   - A. **Acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 23B, Precinct 1.**
   - B. **Acceptance of the traffic control plan for Andover Farms, Section 5, Pct. 1.**
   - C. **Acceptance of the traffic control plan for Cinco Ranch Southwest, Section 2, Section 3, and Section 4, Pct. 3.**
   - D. **Acceptance of the traffic control plan for Bradford Park, Section 3, Pct. 3.**

   Public hearing held. No public comments.

   Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve agenda item 5 A-D

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

   - E. **Approval of replat for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1.**
   - F. **Approval of replat for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1.**
   - G. **Approval of replat for Case-Toskey Subdivision being a partial replat of Lots, 5,6,7 and 8, Block 22, of Weston Lakes Subdivision, Section 11, Pct. 3.**
   - H. **Approval of replat for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2, of Weston Lakes Subdivision, Section 1, Precinct 3.**
   - I. **Approval of replat for Waterside Development, Precinct 3.**

   Public hearing held.

   John Pyka, resident of Waterside Estates, wants more information on replat for Waterside Development.

   No action on agenda item 5 E – I.

CONSENT AGENDA ITEMS 6 - 24:

6. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
   - A. **Budget Office: James Edwards to Minneapolis, Minnesota, August 24-27, 2008, to attend the Advanced Governmental Budgeting and Strategic Planning Seminar. (Fund: Budget Office, Travel)**
   - B. **District Attorney: Chad Bridges, Natalie Sarfin, C. Alex Simmons, Jill Stotts, and Colleen Hermann to San Diego, California, October 3-7, 2008, to attend the 18th Annual National Conference on Domestic Violence. (Fund: District Attorney, Travel)**
   - C. **Health & Human Services: Change in travel dates for David Wahome to Atlanta Georgia, August 11-16, 2008, to attend Centers for Disease Control National Conference on Health Communication, Marketing, and Media 2008. (Fund: Public Health Preparedness Grant)**

Item 6 continued – Out of State Travel:

D. **Health & Human Services - Social Services: Maria Cloudt, Shennette Connor, and Demetria Heard to Garden Grove, California, August 16-20, 2008, to attend National Eligibility Workers Association, 33rd Annual Training Conference. (Fund: Social Services, Travel)**

E. **Library: Julia Mergele to Nashville, Tennessee, November 7-9, 2008, to attend 2008 Young Adult Literature Symposium. (Fund: Library, Travel)**

F. **Sheriff's Office: Ratify travel by Aramis Gonzales and Brian Schmitt to Huntington Beach, California, July 21-22, 2008, for extradition of person back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**

7. **COUNTY JUDGE: Record into Minutes the continued collection of Optional Fees in addition to the registration fees for calendar year 2009, pursuant to Chapter 502 of the Transportation Code, in the following amounts: Road and Bridge Fee: $10.00; Child Safety Fee: $1.50.**

8. **COMMISSIONER, PCT. 1: Approve Project Agreement between Fort Bend County and City of Needville to provide assistance with street improvements on Joe Street and Caroline Street, both City-owned streets, County expenditure not to exceed $1,300. (Fund: Road and Bridge, Multi)**

9. **COMMISSIONER, PCT. 3:**
   A. **Approve Project Agreement between Fort Bend County and City of Fulshear to provide assistance with replacement of parking lot lights at Fulshear Community Center, County expense not to exceed $1,170. (Fund: Road & Bridge, Multi)**
   B. **Approve Project Agreement between Fort Bend County and City of Fulshear to provide assistance with surveying and cleaning ditches for improved drainage at McKinnon Road, County expense not to exceed $16,100. (Fund: Road & Bridge, Multi)**

10. **COMMISSIONER, PCT. 4: Approve Project Agreement between Fort Bend County and Texas Department of Criminal Justice to provide assistance with reconstruction and overlay of parking lot at the Carol Vance Unit, County expense not to exceed $14,675. (Fund: Road & Bridge, Multi)**

11. **AUDITOR: Approve renewal of Memorandum of Agreement for Computer and Internet Services between Texas AgriLife Extension Service and Fort Bend County for computer and internet services at the Fort Bend County Extension Office from October 1, 2008 through September 30, 2009. (Fund: AgriLife Extension)**

12. **BUDGET TRANSFERS:**
   A. **Auditor: Approve transfer in the amount of $5,500,000 as detailed on Auditor's form dated July 30, 2008, to allocate funds into the Judicial Complex project, to be reimbursed into General Fund when the bond monies become available.**
   B. **Child Support: Approve transfer in the amount of $10,068 as detailed on Administrator's form dated July 30, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds received from Title IV-D Reimbursements into Information Technology for replacement of nine computers.**
   C. **County Clerk: Approve transfer in the amount of $250 from Records Management, Information Technology, into Property and Equipment to allocate funds budgeted for IT cost allocation into correct line item for expenditure.**

Item 12 continued – Budget Transfers:

D. **Library: Approve transfer in the amount of $450 from Library, Capital Acquisitions, into Facilities, Utilities, to allocate funds for additional telephone features to accommodate increased activity at branch libraries.**

E. **Sheriff: Approve transfer in the amount of $3,700 from Detention, Salaries and Labor, into Temporary/Part-Time to allocate funds into correct line item for current full-time nurse who is transferring to part-time.**

F. **Tax Assessor/Collector: Approve transfer in the amount of $340 from Fees into Information Technology to allocate funds for purchase of printer for Tax Office.**

13. **COMMUNITY DEVELOPMENT: Approve payment of Invoice No. 16 in the amount of $457.64 to Claunch & Miller for engineering services regarding the City of Kendleton Wastewater System project. (Fund: Community Development)**

14. **CONSTABLE, PCT. 4: Accept grant funding in the amount of $5,000 from the Texas Comptroller for the Statewide Tobacco Education Program (STEP) for use from September 1, 2008 through August 31, 2009, with no match required by Fort Bend County.**

15. **DISTRICT ATTORNEY: Rescind record of Agenda Item 11B from Commissioners Court dated July 22, 2008, the First Amended District Attorney Worthless Check Budget for FY 2008 in the amount of $50,879.42, to be presented at a later date.**

16. **ENGINEERING:**

A. **Approve payment of Invoice No. 5309 (Pay Estimate No. 1) in the amount of $12,093.00 to Othon, Inc. regarding expansion of Ransom Road (from Riverpark to Main Street), Mobility Bond Project #747, Precinct 1. (Fund: Mobility Bond Project)**

B. **Approve payment of Invoice No. CB030539-01 in the amount of $7,498.38 to Carter & Burgess for actual labor rates regarding Fort Bend County Mobility Projects, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)**

C. **Approve Pay Estimate No. 5 in the amount of $568,432.79 to Texas Sterling Construction regarding SH 99 Northbound Frontage Road from FM 1093 to Fry Road, Precinct 3. (Funds: Mobility Bonds)**

D. **Approve payment of Invoice No. 142446 (Pay Estimate No. 11) in the amount of $10,266.51 to Jones & Carter, Inc. for Fifth Street Paving and Drainage Project from FM 1092 to FM 2234, Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bonds)**

E. **Approve payment of Invoice No. 9 (Pay Estimate No. 9) in the amount of $68,841.75 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)**

F. **Approve Payment of Invoice No. 0226823 (Pay Application No. 5) in the amount of $46,401.00 to Cobb-Fendley & Associates, Inc. regarding Greenbusch/Westheimer Parkway (from SH 99 to IH 10), Precinct 3. (Fund: Mobility Bonds)**

G. **Approve release of Performance Bond #08438748 in the amount of $6,631.05 to Jaho, Inc. for completion of work on Stafford Run Creek, Permit #83071, Precinct 2.**

H. **Approve release of Performance Bond #105027555 in the amount of $5,000.00 to Dyad Construction, LP for completion of work on Bellaire Blvd., Permit #83463, Precinct 3.**

I. **Approve application from Belisle Construction, Inc. / Pilian Properties, LLC to construct a driveway tie-in onto Lewisville, Drive, Precinct 3.**

Item 16 continued – Engineering:

J. **Approve application from Superior Waterworks, LLC to bore a 4-inch water line under Old Richmond, Precinct 4.**

K. **Approve application from CenterPoint Energy Entex to bore under Rabbs Bayou, Precinct 1.**

L. **Approve application from AT&T to bore under and bury cable along Farmer Road, Precinct 3.**

M. **Approve application from AT&T to bore under and bury cable along Garden Heath Lane, Mason Road, and Lakemont Bend Lane, Precinct 3.**

N. **Approve application from Intown Construction Group, LLC to construct two driveway tie-ins onto McKaskle, Precinct 4.**

O. **Release Letter of Credit #SC4873 in the amount of $73,100.00 for Grand Reserve. These are PRIVATE streets, and will be maintained by the Homeowners Association, Pct. 1.**

P. **Accept the streets in Lakemont Manor, Section 1 and release bond #929369461 in the amount of $217,156.10, Pct. 3.**

Broad Run Lane	341.02 LF
Avalon Trace	751.10 LF
Shallow Shaft Lane	262.34 LF
Rambling Tree Lane	1,088.09 LF
Erin Hollow Court	128.39 LF
Bright Summer Lane	556.29 LF
TOTAL:	3,127.25 LF

Q. **Accept the streets in Lakemont Manor, Section 2 and release bond #929411794 in the amount of $153,650.00, Pct. 3.**

Barton Vale Lane	140.00 LF
Shallow Shaft Lane	755.63 LF
Garland Mist Lane	525.61 LF
Heron Shadow Court	542.83 LF
Bright Feather Lane	280.99 LF
TOTAL:	2,245.06 LF

R. **Accept the streets in Greatwood Forest, Section 4 and release bond #5024942 in the amount of $222,600.00, Pct. 1.**

Garden Brook	145.00 LF
Great Pecan Lane	647.45 LF
Timber Glen Lane	558.54 LF
Bayou Green Lane	644.77 LF
Forest Knoll Lane	558.55 LF
New Forest Lane	667.11 LF
TOTAL:	3,221.42 LF

S. **Accept the streets in Lost Creek, Section 3 and release bond #4356193 in the amount of $234,546.20, Pct. 3.**

Sierra Bend Drive	1,380.41 LF
Sierra Long Drive	844.79 LF
Coldstone Creek Court	675.73 LF
Brackstone Court	422.00 LF
Augrae Park Court	150.00 LF
TOTAL:	3,472.93 LF

Item 16 continued – Engineering:

T. **Set public hearing for acceptance of the traffic control plan for Lakemont Manor, Section 1, and Lakemont Manor, Section 2, Pct. 3.** ***(Tuesday, Sept. 2, 2008, at 1:00 p.m.)***

U. **Set public hearing for acceptance of the traffic control plan for Greatwood Forest, Section 4, Pct. 1.** ***(Tuesday, September 2, 2008, at 1:00 p.m.)***

V. **Set public hearing for acceptance of the traffic control plan Lost Creek, Section 3, Pct. 3.** ***(Tuesday, September 2, 2008, at 1:00 p.m.)***

W. **Set public hearing for Shops at Grand Parkway being a replat of restricted reserve "A" of Shops at Parkway Lakes Reserves A, B, C, D Subdivision, Pct. 3.** ***(Tuesday, September 9, 2008, at 1:00 p.m.)***

17. **FACILITIES MANAGEMENT & PLANNING:**

A. **Approve payment of Invoice No. 10023001 in the amount of $4,075.96 to PGAL for professional services regarding the Fort Bend County Judicial Complex. (Fund: Court Complex)**

B. **Approve Pay Application No. 4 in the amount of $49,059.90 to ROCA Construction for work done on the South Post Oak Expansion project. (Fund: Facility Bond Project)**

18. **FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION: The Board of Directors of the Fort Bend Flood Control Water Supply Corporation reviewed these items at their regular meeting on July 23, 2008, and made the following recommendations to Commissioners Court: Authorize payment of invoices for work performed by consultants and/or contractors and listed on Board Report for an amount totaling $158,676.77 regarding Big Creek. (Fund: Big Creek, Fees)**

19. **HEALTH & HUMAN SERVICES:**

A. **Clinical Health: Approve Contract No. 2009-028250 with the Department of State Health Services, to accept grant funding in the amount of $34,681 for Core Public Health Services to be provided from September 1, 2008 through August 31, 2009, with no cash match by Fort Bend County.**

B. **Clinical Health: Approve Contract No. 2009-028471 with the Department of State Health Services, to accept grant funding in the amount of $186,379 for Tuberculosis Prevention and Control Program for use from September 1, 2008 through August 31, 2009, with no cash match by Fort Bend County.**

C. **Environmental Health: Approve Adopt-A-County-Road Agreement between Fort Bend County and Families & Friends of Rogers Road for Rogers Road from FM 359 to Pool Hill Road.**

D. **Social Services: Approve renewal of Agreement between Fort Bend County and University of Texas Medical Branch (UTMB) at Galveston for UTMB forensic pathology services through August 31, 2009. (Fund: Social Services, Fees)**

20. **HUMAN RESOURCES:**

A. **Approve four days of extended sick leave for employee of the Sheriff's Office, Position No. 5601-0467.**

B. **Approve twenty days of extended sick leave for employee of the Sheriff's Office, Position No. 5601-0426.**

C. **Approve eight days of extended sick leave for employee of the Road & Bridge Department, Position No. 6111-0065.**

21. PARKS DEPARTMENT: Approve Amendment to Project Agreement between Fort Bend County and Texas Parks and Wildlife Department to extend the project date for the Fort Bend County Regional Park and Trail, Project No. 48-001057, until July 15, 2009.

22. PURCHASING:

A. Approve renewal of term contract for Bid #08-016, Leather Goods.

B. Authorize advertising for Design/Build Construction of Carport for Model Airplane Park.

23. SHERIFF'S OFFICE:

A. Accept grant funding in the amount of $13,000 from the Texas Comptroller for the Statewide Tobacco Education Program (STEP) for use from September 1, 2008 through August 31, 2009, with no match required by Fort Bend County.

B. Approve Addendum for renewal of Vehicle Borrower Application and Agreement between Fort Bend County and Mazda North American Operations for vehicles used in the Kids N' Cops Program.

24. TAX ASSESSOR/COLLECTOR:

A. Approve renewal of Interlocal Cooperation Agreement for the Collection of Taxes between Fort Bend County and Lamar Consolidated Independent School District.

B. Record into Minutes the disposal of Tax Office Bankruptcy Documentation as submitted by Tax Office dated July 17, 2008, in accordance with State Archive Retention Schedule.

C. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on July 29, 2008, for an amount totaling $69,252.17.

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (4-0), it is ordered to approve consent agenda items 6-9A and 11-24.

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

Item 9B pass.

Item 10 moved to regular agenda.

10. COMMISSIONER, PCT. 4: Approve Project Agreement between Fort Bend County and Texas Department of Criminal Justice to provide assistance with reconstruction and overlay of parking lot at the Carol Vance Unit, County expense not to exceed $14,675. (Fund: Road & Bridge, Multi)

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (4-0), it is ordered to approve Project Agreement between Fort Bend County and Texas Department of Criminal Justice to provide assistance with reconstruction and overlay of parking lot at the Carol Vance Unit, County expense not to exceed $14,675 and contingent upon County Attorney's final approval. (Fund: Road & Bridge, Multi)

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

25. **COMMISSIONER, PCT. 1:**

A. **Take all appropriate action on request by Ruben Lopez on behalf of Greatwood Golf Club, to waive penalty and interest, including attorney fees, totaling $6,543.28 on property taxes for tax years 2005 and 2006, Precinct 1.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve request by Ruben Lopez on behalf of Greatwood Golf Club, to waive penalty and interest, including attorney fees, totaling $6,543.28 on property taxes for tax years 2005 and 2006, Precinct 1.

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

B. **Take all appropriate action on Funding Agreement between Fort Bend County and Fort Bend County Fair Association for improvements to the pavilion at the Fort Bend County Fairgrounds.**

Postponed until August 12.

26. **COMMISSIONER, PCT. 3: Take all appropriate action on request by Sharon Foster and George Deshazo to waive penalty and interest, totaling $294.73 on property taxes for tax year 2007, Precinct 3.**

Postponed until August 12.

27. **BUDGET OFFICE:**

A. **Take all appropriate action to record into the Minutes the Revised Budget Calendar for fiscal year 2009.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to record into the Minutes the Revised Budget Calendar for fiscal year 2009.

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

B. **Take all appropriate action to publish all public notices relevant to setting the tax rate and adopting the budget as required under Property Tax Code Chapter 26 in a newspaper published daily due to time constraints. (Fund: Non-Departmental, Fees)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to publish all public notices relevant to setting the tax rate and adopting the budget as required under Property Tax Code Chapter 26 in a newspaper published daily due to time constraints. (Fund: Non-Departmental, Fees)

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

Note: Fort Bend Herald was selected.

28. **COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $97.75 to Drury Inn & Suites Austin for lodging without a purchase order. (Fund: CSCD, Travel)**

Postponed until August 12.

29. **CONSTABLE, PCT. 3: Take all appropriate action on request to transfer the amount of $89,969 as detailed on Auditor's form dated July 31, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the law enforcement agreement with Falcon Ranch.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to transfer the amount of $89,969 as detailed on Auditor's form dated July 31, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the law enforcement agreement with Falcon Ranch.

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

30. **CONSTABLE, PCT. 4: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $15.00 to Gus George Law Enforcement Academy for training provided without a purchase order. (Fund: Constable, Pct. 4, New Territory Law Enforcement Agreement)**

Postponed until August 12.

31. **ENGINEERING:**

A. **Take all appropriate action on the First Amendment to the Professional Engineering Services Agreement between Fort Bend County and Cobb Fendley & Associates, Inc. to provide services for the expansion of Greenbusch Road, Mobility Bond Project No. 732, increasing the funding amount from $850,000 to $956,000. (Fund: Mobility Bonds)**

Postponed until August 12.

B. **Take all appropriate action on the First Amendment to the Professional Engineering Services Agreement between Fort Bend County and Othon, Inc. to provide services for the expansion of Ransom Road, Mobility Bond Project No. 747, increasing the funding amount from $740,000 to $770,000. (Fund: Mobility Bonds)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve the First Amendment to the Professional Engineering Services Agreement between Fort Bend County and Othon, Inc. to provide services for the expansion of Ransom Road, Mobility Bond Project No. 747, increasing the funding amount from $740,000 to $770,000. (Fund: Mobility Bonds)

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

Item 31 continued – Engineering:

C. **Take all appropriate action on Advance Funding Agreement between Texas Department of Transportation and Fort Bend County for a Surface Transportation Program (off system), at a total estimated cost $11,732,529 to widen Trammel Fresno Road from two lanes to four lanes from Fort Bend Parkway to FM 521, Mobility Bond Project No. 746, Precincts 1 and 2. (Fund: Mobility Bonds)**

Postponed until August 12.

D. **Take all appropriate action to amend the Standard Utility Agreement between Fort Bend County, the State of Texas, and Kinder Morgan Tejas Pipeline, L.P., for FM 1464 (from FM 1093 to SH 99), increasing Fort Bend County's participation to $218,536.21, Precincts 3 and 4. (Fund: Right of Way)**

Postponed until August 12.

32. **FACILITIES MANAGEMENT & PLANNING:**

A. **Take all appropriate action to ratify termination of lease between Fort Bend County and Mellon Real Estate, Inc. effective July 31, 2008, for space at 117 Lane Drive, Suite 27, in Rosenberg, Texas, due to the relocation of Justice of the Peace, Precinct 1, Place 2 into the new Precinct One Facility on Ransom Road.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to ratify termination of lease between Fort Bend County and Mellon Real Estate, Inc. effective July 31, 2008, for space at 117 Lane Drive, Suite 27, in Rosenberg, Texas, due to the relocation of Justice of the Peace, Precinct 1, Place 2 into the new Precinct One Facility on Ransom Road.

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

B. **Take all appropriate action on Agreement for Phase 2 – Post Bond Election Architectural Services between Fort Bend County and Pierce Goodwin Alexander & Linville (PGAL) in an amount not to exceed $3,604,000 for basic architectural services and $46,000 for reimbursable expenses regarding the Judicial Complex. (Fund: Court Complex)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve Agreement for Phase 2 – Post Bond Election Architectural Services between Fort Bend County and Pierce Goodwin Alexander & Linville (PGAL) in an amount not to exceed $3,604,000 for basic architectural services and $46,000 for reimbursable expenses regarding the Judicial Complex. (Fund: Court Complex)

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

Item 32 continued – Facilities Management & Planning:

C. **Take all appropriate action on the Facilities Extension Agreement between Fort Bend County and CenterPoint Energy for 1410 #1 Ransom Road, and the Specification for Fort Bend County Jail at 1410 Ransom Road #1, Job No. 45690163, Revision No. 1. (Fund: Jail Expansion Project)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve the Facilities Extension Agreement between Fort Bend County and CenterPoint Energy for 1410 #1 Ransom Road, and the Specification for Fort Bend County Jail at 1410 Ransom Road #1, Job No. 45690163, Revision No. 1. (Fund: Jail Expansion Project)

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

33. **HEALTH & HUMAN SERVICES – SOCIAL SERVICES:**

A. **Take all appropriate action on Agreement between Fort Bend County and Reliant Energy Retail Services for the County to receive funds in the amount of $103,321.66 for calendar year 2008 from Reliant for the low income electric fund (RELIEF) program.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve Agreement between Fort Bend County and Reliant Energy Retail Services for the County to receive funds in the amount of $103,321.66 for calendar year 2008 from Reliant for the low income electric fund (RELIEF) program.

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

B. **Take all appropriate action on First Amendment to Care Program Agency Agreement between Fort Bend County and Reliant Energy Retail Services.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve First Amendment to Care Program Agency Agreement between Fort Bend County and Reliant Energy Retail Services.

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

34. **HUMAN RESOURCES:**

A. **Take all appropriate action to reclassify Position No. 5601-0177 in the Sheriff's Office, from Telecommunications Officer I, Grade 9 of the Administrative/Clerical Policy Group to Telecommunications Officer II, Grade 11 of the Administrative/Clerical Policy Group, effective August 9, 2008.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to reclassify Position No. 5601-0177 in the Sheriff's Office, from Telecommunications Officer I, Grade 9 of the Administrative/Clerical Policy Group to Telecommunications Officer II, Grade 11 of the Administrative/Clerical Policy Group, effective August 9, 2008.

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

B. **Take all appropriate action to implement compensation changes as presented by Human Resources in Civilian Detention Officer Recommendation letter, effective August 9, 2008. (Fund: Sheriff, Detention, Salaries, and Juvenile, Salaries)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to implement compensation changes as presented by Human Resources in Civilian Detention Officer Recommendation letter, effective August 9, 2008. (Fund: Sheriff, Detention, Salaries, and Juvenile, Salaries)

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

35. **INFORMATION TECHNOLOGY: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $80.00 to DataVox Business Communications for repair service provided without a purchase order. (Fund: Information Technology, Fees)**

Postpone until August 12.

36. **PUBLIC TRANSPORTATION: Take all appropriate action on Contract Amendment No. 1 between Fort Bend County and Texas Commission on Environmental Quality for the Local Initiative Projects, to add additional State funding in the amount of $134,860.75 for FY09, with no cash match required by Fort Bend County.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve Contract Amendment No. 1 between Fort Bend County and Texas Commission on Environmental Quality for the Local Initiative Projects, to add additional State funding in the amount of $134,860.75 for FY09, with no cash match required by Fort Bend County.

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

37. **PURCHASING:**

A. **Take all appropriate action on Bid #08-084 for pharmaceutical counting machines.**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (4-0), it is ordered to award Bid #08-084 for pharmaceutical counting machines to Kirby Lester LLC.

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

B. **Take all appropriate action to consider donating a paper shredder to Texana Center, as authorized Local Government Code §263.152 (a)(4)(B).**

Postponed until August 12.

C. **Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of an item available from only one source from the following:**

1) **Frazer, LTD for three (3) ambulance module remounts/refurbishing, amount not to exceed $46,000. (Fund: Emergency Medical Service, Fees)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to grant an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of an item available from only one source from Frazer, LTD for three (3) ambulance module remounts/refurbishing, amount not to exceed $46,000. (Fund: Emergency Medical Service, Fees)

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

2) **Votec Corporation for renewal of maintenance agreement, amount not to exceed $36,000. (Fund: Elections Administration, Fees)**

Postponed until August 12.

3) **Hart Intercivic for renewal of annual software license and maintenance agreement, amount not to exceed $109,000. (Fund: Elections Administration, Fees)**

Postponed until August 12.

D. **Take all appropriate action on request for price increase from S & C Construction pursuant to Bid #08-010 for concrete pavement rehabilitation.**

Postponed until August 12.

Item 37 continued – Purchasing:

E. **Take all appropriate action on request for price increase from Central Poly Corporation pursuant to Bid #06-094 for janitorial supplies.**

Postponed until August 12.

F. **Take all appropriate action on cancellation request from Cleveland Asphalt Products pursuant to Bid #08-046 for chemical road material.**

Postponed until August 12.

G. **Take all appropriate action to authorize purchase of mobile radios from Motorola for an amount not to exceed $38,000 utilizing the Houston-Galveston Area Council Agreement. (Fund: Sheriff, Enforcement, Capital Acquisitions)**

Postponed until August 12.

H. **Take all appropriate action to authorize the purchase of two (2) pick up trucks for Constable Pct. 3, pursuant to Bid #08-027 Vehicles. (Fund: Constable, Pct. 3, Cinco Ranch and Falcon Ranch)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to authorize the purchase of two (2) pick up trucks for Constable Pct. 3, pursuant to Bid #08-027 Vehicles from Helfman Ford for $20,910.00 each. (Fund: Constable, Pct. 3, Cinco Ranch and Falcon Ranch)

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

38. **SHERIFF'S OFFICE: Take all appropriate action on request for promotion of employee in Position No. 5601-0309 Lieutenant, Grade 13, Step 4 of the Law Enforcement Policy Group to Position No. 5601-0097, Captain, Grade 14, Step 8, effective August 9, 2008.**

Postponed until August 12.

39. **Approve Bills.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve bills in the amount of $3,968,247.08.

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

40. **Ratify release of time-sensitive bills on July 31, 2008.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to ratify release of time-sensitive bills on July 31, 2008 in the amount of $1,215,715.44.

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

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

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

Civil Action Number 6:08-CV-00008; Michael Buchanek vs. City of Victoria, Texas, Richard Jones, Sam Eyre, Sheriff T. Michael O'Connor, Tom Copeland, Anthony Daniel, The County of Victoria, Texas, Keith Pikett, and Fort Bend County, Texas; In the United States District Court for the Southern District of Texas, Victoria Division.

Postponed until August 12.

B. **§ 551.074. Personnel Matters. Commissioners Court will meet in Closed Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.**

Executive Manager Annual Evaluation: Director of Risk Management.

Postponed until August 12.

42. **Adjournment.**

Commissioners Court Emergency Meeting adjourned at 10:52 a.m. on Wednesday, August 6, 2008.

August 6, 2008

The Regular Meeting of Fort Bend County Drainage District posted for August 5, 2008 has been postponed in case of a catastrophe including Tropical Storm Edourdo, flooding, wind, and rain pursuant to Texas Government Code Section 551.0411 and said meeting is hereby posted as an Emergency Meeting in accordance with Texas Government Code Section 551.045.

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 6th DAY of AUGUST 2008, The Drainage District Board of Fort Bend County, Texas, met at an emergency meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
TOM D. STAVINOHA	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
JAMES PATTERSON	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK
MARK VOGLER	DRAINAGE DISTRICT MANAGER

Commissioner Meyers absent.

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

1. **Call to Order.**

   Call to Order by Judge Hebert at 10:52 a.m.

2. **Accept Monthly Report for May and June 2008.**

   Postponed until August 12.

3. **Approve transfer in the amount of $290,000 as detailed on Auditor's form dated July 29, 2008, to reimburse funds for the LIDAR Flood Plain Study back into the Clear Creek Drainage Project.**

   Postponed until August 12.

4. **Take all appropriate action to publish all public notices relevant to setting the tax rate and adopting the budget as required under Property Tax Code Chapter 26 in a newspaper published daily due to time constraints. (Fund: Non-Departmental, Fees)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to publish all public notices relevant to setting the tax rate and adopting the budget as required under Property Tax Code Chapter 26 in a newspaper published daily due to time constraints. (Fund: Non-Departmental, Fees)

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

Note: Fort Bend Herald was selected.

5. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**
§ 551.074. Personnel Matters. Commissioners Court will meet in Closed Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
Executive Manager Annual Evaluation: Chief Engineer, Drainage District.

Postponed until August 12.

6. **Adjournment.**

The Emergency Drainage District meeting adjourned at 10:54 a.m. on Wednesday, August 6, 2008.

AS PER ORIGINAL

CERT 2008085766
1 PG

4

DECLARING A LOCAL STATE OF DISASTER

WHEREAS, the County of Fort Bend on the 4th day of August, 2008 has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from Tropical Storm Edouard, and;

WHEREAS, the Judge of the County of Fort Bend has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property;

NOW, THEREFORE, BE IT PROCLAIMED BY THE JUDGE OF THE COUNTY OF FORT BEND:

1. That a state of disaster is declared for the County of Fort Bend.

2. That the County's Emergency Management Plan has been implemented.

3. That this state of disaster shall continue for a period of not more than seven days of the date hereof, unless the same is continued by consent of the Commissioners Court of the County of Fort Bend, Texas.

4. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 4th day of August, 2008.

Robert E. Hebert, County Judge

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2008 Aug 04 05:31 PM 2008085766

TD $0.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

RETURN TO:

FORT BEND COUNTY CLERK
ADMIN SERV COORDINATOR

5A

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 14, 2008

Commissioner Tom D. Stavinoha
Fort Bend County Precinct 1
301 Jackson St.
Richmond, Texas 77469

RE: Sienna Village of Waters Lake, Section 23B - Traffic Control Plan

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plans for the above referenced subdivision. The public hearing date for acceptance of the plan is scheduled for 8/5/2008.

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

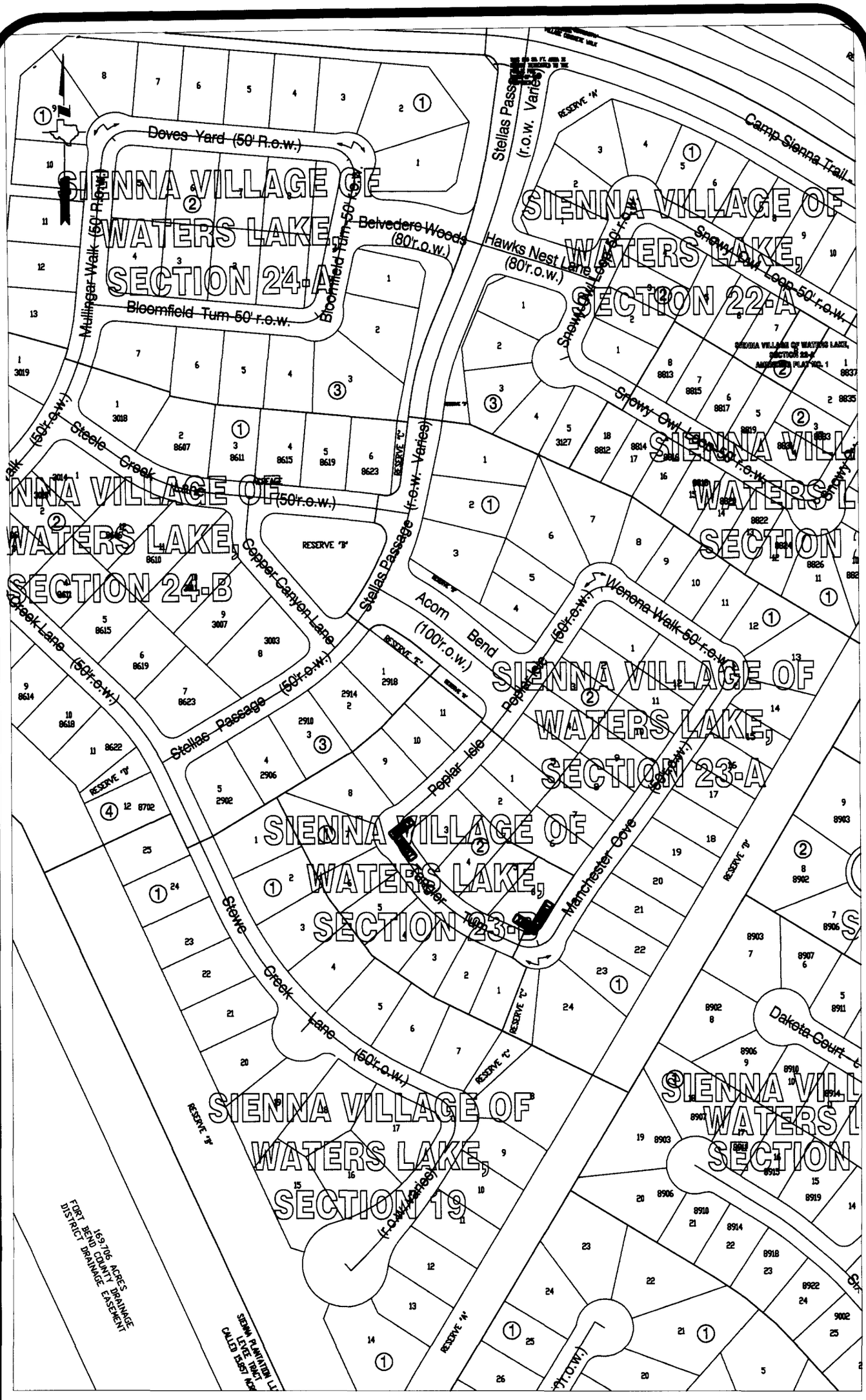
Sincerely,

Nathan Hatcher MS

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

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



Note:

The purpose of this traffic control plan is to establish traffic control for Sienna Village of Water's Lake, Section 23-B.

Drawn By: L. Brdecka	Sienna Village of Water's Lake, Section 23-B Control Map and Traffic Sign Layout
Date: 7-2-08	
Approved By: Nathan Hatcher	
Date: 7-2-08	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

5B

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 14, 2008

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

RE: Andover Farms, Section 5 -Traffic Control Plan

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plan is scheduled for August 5, 2008.

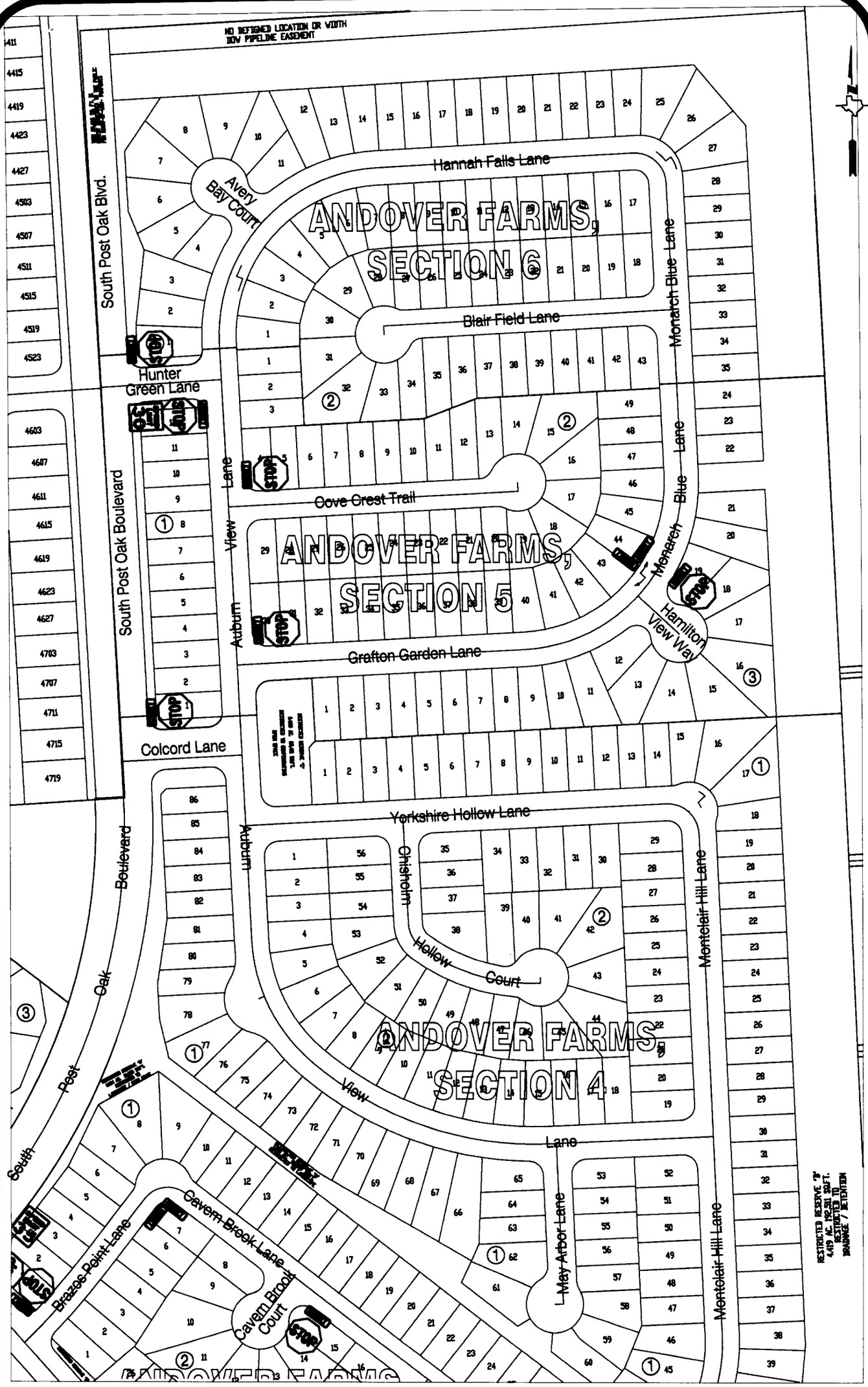
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

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



Note:

The purpose of this traffic control plan is to establish traffic control for Andover Farms, Section 5.

Drawn By: L. Brdecka Date: 7-1-08	**Andover Farms, Section 5** **Control Map and** **Traffic Sign Layout**
Approved By: Nathan Hatcher Date: 7-1-08	
Scale **1" = 200'-0"**	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

5C

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 14, 2008

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

RE: Cinco Ranch Southwest, Section 2 -Traffic Control Plan
Cinco Ranch Southwest, Section 3
Cinco Ranch Southwest, Section 4

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plans for the above referenced subdivision. The public hearing date for acceptance of the plans is scheduled for 8/5/2008.

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

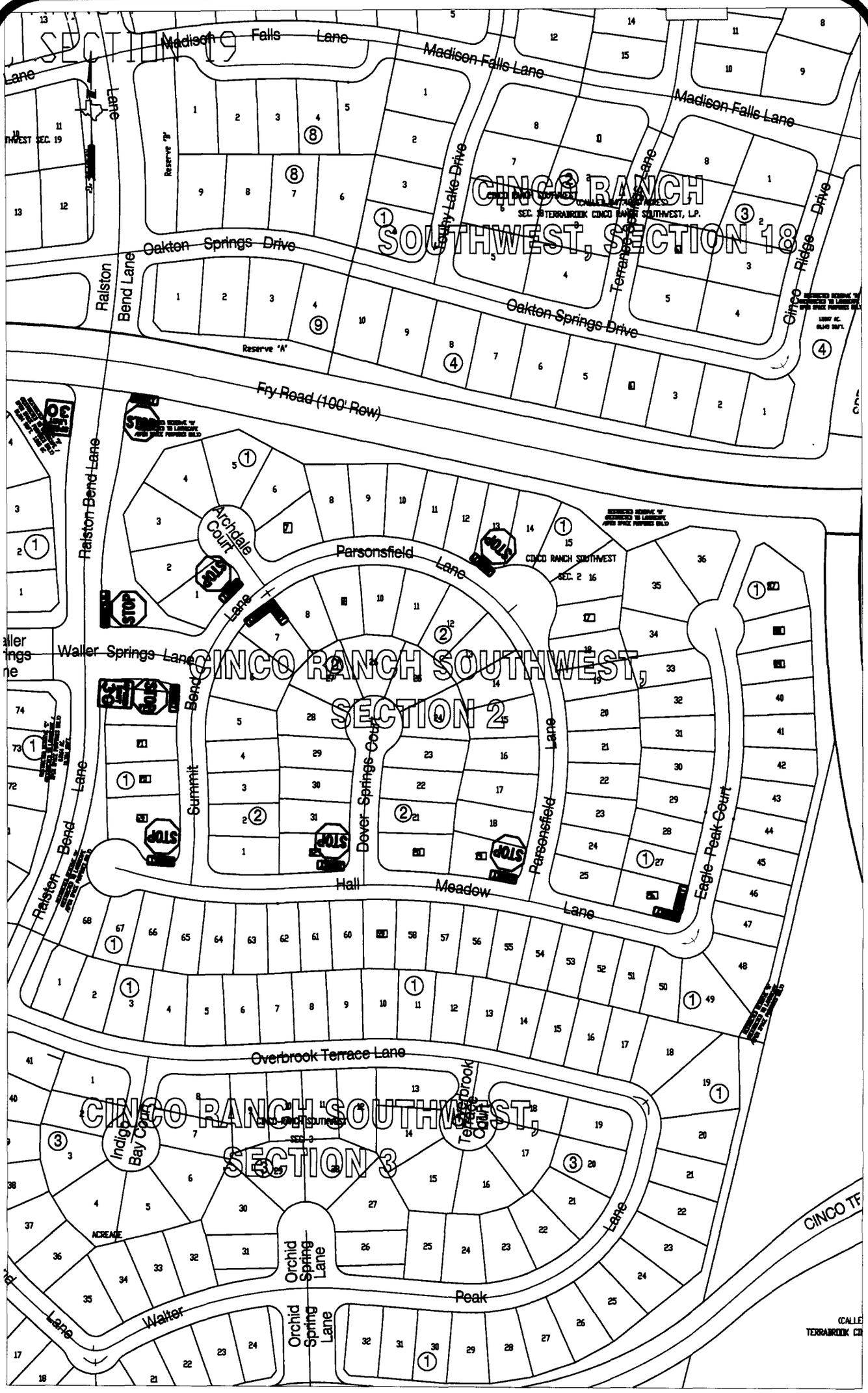
Sincerely,

Nathan Hatcher NDH

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

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



Note:

The purpose of this traffic control plan is to establish traffic control for Cinco Southwest, Section 2.

Drawn By: L. Brdecka	**Cinco Southwest, Section 2 Control Map and Traffic Sign Layout**
Date: 7-2-08	
Approved By: Nathan Hatcher	
Date: 7-2-08	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

Note:

The purpose of this traffic control plan is to establish traffic control for Cinco Southwest, Section 3.

Drawn By: L. Brdecka	**Cinco Southwest, Section 3 Control Map and Traffic Sign Layout**
Date: 7-2-08	
Approved By: Nathan Hatcher	
Date: 7-2-08	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

Note:

The purpose of this traffic control plan is to establish traffic control for Cinco Southwest, Section 4.

Drawn By: L. Brdecka	**Cinco Southwest, Section 4**
Date: 7-2-08	**Control Map and**
Approved By: Nathan Hatcher	**Traffic Sign Layout**
Date: 7-2-08	
Scale: 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

5 D

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

June 27, 2008

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

RE: Bradford Park, Section 3 -Traffic Control Plan

Dear Commissioner:

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

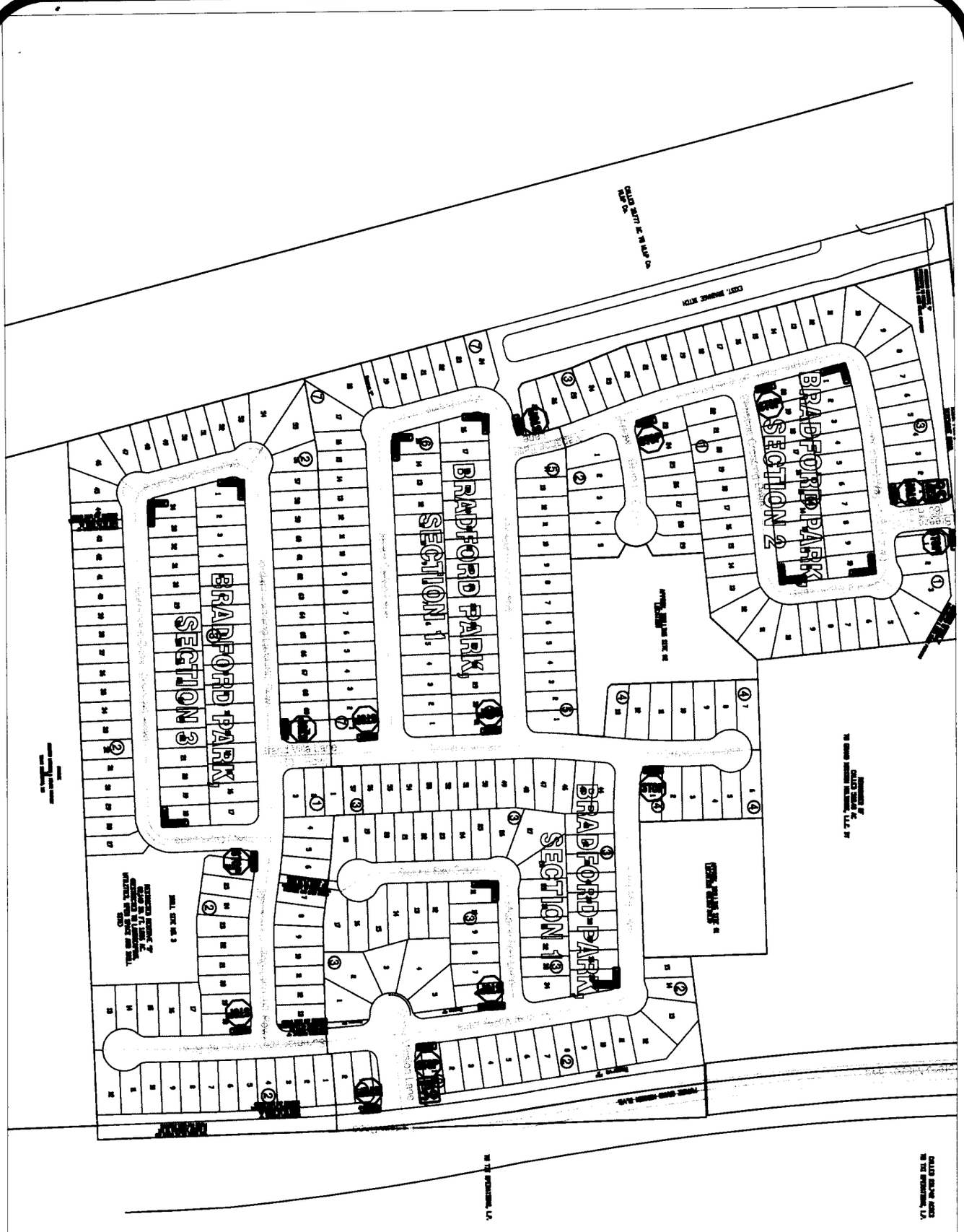
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

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



Sign Legend

	D3-1 Street name blde
STOP	R1-1 Stop sign with street name blade
30	R2-1 30 m.p.h. speed limit sign
STOP	R1-1 Stop sign with street name blade and "No Outlet" tab
	Type III barricade

Note:

The purpose of this traffic control plan is to establish traffic control for Bradford Park, Section 3.

Drawn By: L. Brdecka Date: 6-26-08	Bradford Park, Section 3 Control Map and Traffic Sign Layout
Approved By: Steve Evans Date: 6-26-08	
Scale 1" = 300'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

6A

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: July 29, 2008

Court Date: August 6, 2008

Submitted By: Pamela Gubbels
Department: Budget Office
Telephone: (281) 344-3938

SUMMARY OF ITEM:

Approve out of state travel for James Edwards to Minneapolis, MN on August 24-27,2008 to attend the Advanced Governmental Budgeting and Strategic Planning Seminar.

Renewal Agreement/Appointment:	**YES**	☐	**NO**	☒
Reviewed by County Attorney's Office:	**YES**	☐	**NO**	☒

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item:	**YES**	☒	**NO**	☐

Funding Source: 100501100 - 63200

Requires Auditor to Certify Funds:	**YES**	☐	**NO**	☒

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to: (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

☒ Auditor	(281-341-3774)	☒ Comm. Pct. 1	(281-342-0587)
☒ Budget Officer	(281-344-3954)	☒ Comm. Pct. 2	(281-403-8009)
☒ Facilities/Planning	(281-633-7022)	☒ Comm. Pct. 3	(281-242-9060)
☒ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☒ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other: _____		☒ County Atty	(281-341-4557)

Recommendation:

Special Handling:_____

6B

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted 07-22-08 Submitted By: JOHN HEALEY
Department: DISTRICT ATTORNEY 4801
Court Agenda Date: ~~07-29~~ 8-6-08 Phone Number: 281-341-4473

SUMMARY OF ITEM: APPROVE OUT OF STATE TRAVEL FOR THE FOLLOWING PROSECUTORS AND DOMESTIC VIOLENCE INVESTIGATOR: CHAD BRIDGES (V.A.W.A. GRANT), NATALIE SARFIN, C. ALEX SIMMONS, JILL STOTTS, AND COLLEEN HERMANN (D.A. DOMESTIC VIOLENCE INVESTIGATOR), (V.A.W.A. GRANT). TRAVEL TO SAN DIEGO, CALIFORNIA OCTOBER 3-7, 2008. SEMINAR SPONSORED BY THE NATIONAL COLLEGE OF DISTRICT ATTORNEYS, ANNUAL DOMESTIC VIOLENCE CONFERENCE.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO X☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X☐ NO ☐

FUNDING SOURCE:

Account Number:

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

X☐	Auditor	(281-341-3774)	X☐	Comm. Pct. 1	(281-342-0587)
X☐	Budget Officer	(281-344-3954)	X☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	X☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	X☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	X☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

NATIONAL COLLEGE OF DISTRICT ATTORNEYSS

AMERICA'S SCHOOL FOR PROSECUTORS
THE EDUCATION DIVISION OF NDAA

18th Annual National Conference on Domestic Violence

October 4-7, 2008 - San Diego, California

REGISTER FOR THIS COURSE

Questions - CALL NCDA Registrar at 803/705-5096

Celebrating Survival...Celebrating You!

This year's theme is ***Celebrating Survival...Celebrating You!*** We are energized about this year's theme and the activities as well as the substantive training we have planned for you! This year's course is designed to include a celebration for you, the real soldiers out there battling for survival, peace, and justice daily in the lives of DV survivors, their families and our communities for future generations! It is important that you know that your names are synomous with survival. You make Survival Happen! It is your ability to empower victims, your strength, and your determination that brings about positive change. YOU are the catalyst for change...for success...for survival!

In continuing the College's goal of spreading awareness and supporting women, their families and our communities in achieving a high level of intolerance for Domestic Violence we are offering the following substantive sessions:

- Relocation, Stalking, Identity and Privacy
- Assisting Incarcerated Battered Women
- Seeing is Believing- Using Visuals in Trial
- Training Law Enforcement
- Immigration Issues
- Strangulation: Medical Evidence and Prosecution
- Update: Family Justice Centers
- Ethics and Professional Responsibility
- Post Separation Violence
- Batterer Intervention Programs
- Threat Assessment- Introducing this Evidence in Court
- Meeting and Overcoming Batson Challenges
- Vicarious Trauma
- Motivating the Media to Help Us

SPECIAL TRACK ON DV AND ITS IMPACT ON CHILDREN- HOSTED BY America Prosecutor's Research Institute

TECHNOLOGY TRACK ADD ON – for prosecutors, IT Staff, and Trainers- Basic Power Point ($99) and

Advanced Tech Lab ($149)

- Show Me the Money- Sources for Funding
- Mental Health Concerns for DV Survivors
- Stepping Stones: Starting a DV Service Center
- Pushing your Issues Forward: Legislative Advocacy
- Juveniles and DV
- Teens, Technology and Social Networking
- Domestic Violence Among Individuals with Disabilities
- Parental Abduction: Search and Recovery
- Update from Office on Violence Against Women Initiatives
- Update: Evidence Based Prosecution and the Impact of Crawford v. Washington
- Cultural Competency
- Effective Investigation
- Trial Strategies Tracks
- Domestic Violence in Late Life
- Undue Influence
- Judicial Notification/VAWA III
- Safety Planning
- Weapons Seizure
- Domestic Violence on Tribal Lands
- Emerging Issues Brainstorming Sessions

THE CELEBRATION DINNER

This will be fabulous! Sit in groups with attendees from your home states. Get the opportunity to meet folks who are similarly situation who you can add to your collaborative team work once you return home. A wonderful dinner and program.

Drawings for special prizes!

CALIFORNIA STATE LUNCHEON AND LEGISLATIVE UPDATE

Based on Popular Demand - returning once again our Host State Legislative Update and Luncheon!

EARLY REGISTRATION

Come early to take advantage of optional Friday evening registration.

OPENING SESSION

This year's opening session will take place Saturday morning, October 4th.

COME JOIN US—WHERE YOU ARE NOT JUST AN ATTENDEE BUT A MEMBER OF THE FAMILY!

Cancellation and Refund Policy: Full refunds will be made for cancellations received by 5:00 pm, ten (10) business days prior to the beginning of the course. Refunds, less $60 for administrative fees, will be made for cancellations received after this date for all courses.

Late Registration Fee: If you do not register at least 10 days prior to the start of the course, you will be charged a late registration fee of $60 in addition to regular tuition. This fee also applies to walk-in registrants.

Accommodations: The course will be held at the **Town and Country Resort Hotel.** The group rate is $129 single/double occupancy per night. To secure this group rate, make reservations by **September 12, 2008** by calling the hotel at 619-291-7131 or by calling CEM travel services at 800-247-8785; a first night's deposit is required.

Travel Services: NCDA's Travel Agency, CEM Travel Services, can take care of all of your travel needs. Call them for airfare, hotel, or rental care reservations. They also specialize in finding the lowest airfare to our courses. Call them at 800/247-8785 (Monday - Friday; 9am - 6pm Central) to get the lowest rate from your city. **United Airlines** is offering a discount rate for this course - refer to code 563WD if you prefer to make your own reservations. Hertz offers special discounts on car rentals to the College -- refer to NCDA Corporate Discount Number 1572962. AVIS also offers special discounts for car rentals to the National College of District Attorneys - refer to Avis Worldwide Discount (AWD) Number D150036.

Legal Disclaimer

National District Attorneys Association - 99 Canal Center Plaza, Suite 510 - Alexandria, VA 22314
Copyright © 2008 by NDAA
All Rights Reserved

AS PER ORIGINAL

National College of District Attorneys

Education Division of the National District Attorneys Association

2008 COURSE APPLICATION (Fall)

PLEASE IDENTIFY (✓) THE COURSE(S) YOU WOULD LIKE TO ATTEND:

	Experts	September 7-11	San Diego, CA	$ 575.00
	Financial Crimes	September 21-25	Tucson, AZ	$ 575.00
✓	National Conference on Domestic Violence	October 4-7	San Diego, CA	$ 575.00
	The Executive Program	October 11-15	Marco Island, FL	$ 665.00
	Evidence for Prosecutors	October 12-16	Mesa, AZ	$ 575.00
	Prosecuting Drug Cases	October 26-30*	TBA	$ 575.00
	Prosecuting Homicide Cases	November 2-6	San Francisco, CA	$ 575.00
	Prosecuting Sexual Assaults and Related Violent Crimes	November 17-21	Orlando, FL	$ 575.00
	Forensic Evidence	December 7-11	San Francisco, CA	$ 575.00
	Government Civil Practice	December 7-11	Savannah, GA	$ 665.00

*Tentative Dates

☐ This application follows that of another person from my office who is paying full tuition; discount $50

☐ **CLE Certification** - (The College seeks to comply with the continuing legal education requirements of the various states. The College estimates hours for attendance at this course. Hours approved by individual states may vary. Please contact your state's CLE Administrator.)

CANCELLATION AND REFUND POLICY: FULL REFUNDS WILL BE MADE FOR CANCELLATIONS RECEIVED BY 5:00 PM, TEN (10) BUSINESS DAYS PRIOR TO THE BEGINNING OF THE COURSE. REFUNDS, LESS $60 FOR ADMINISTRATIVE FEES, WILL BE MADE FOR CANCELLATIONS RECEIVED AFTER THIS DATE FOR ALL COURSES.

LATE REGISTRATION FEE: IF YOU DO NOT REGISTER AT LEAST 10 DAYS PRIOR TO THE START OF THE COURSE, YOU WILL BE CHARGED A LATE REGISTRATION FEE OF $60 IN ADDITION TO REGULAR TUITION. THIS FEE ALSO APPLIES TO WALK-IN REGISTRANTS.

Please Print Clearly.web 4.08

Attendee Colleen P. Hermann Title Investigator

Office/County District Attorney's Office/Fort Bend County

Email chermann@co.fort-bend.tx.us Phone (281) 341 4478 Fax (281) 341 4440

Address 301 Jackson St. room 101

City Richmond State TX Zip+4 77469

Payment: ◯ Check to NCDA ◯ Voucher/PO# _____ ◯ VISA ◯ MasterCard

Card # _____ Expiration _____ Cardholder Signature _____

How did you hear about this course? _____

For Additional Information: CALL NCDA Registrar at 803/705-5005, Fax: 803/705-5099, or visit www.ndaa.org and go to NCDA!

SUBMIT APPLICATION RESET FORM

AS PER ORIGINAL

National College of District Attorneys

Education Division of the National District Attorneys Association

2008 COURSE APPLICATION (Fall)

PLEASE IDENTIFY (✓) THE COURSE(S) YOU WOULD LIKE TO ATTEND:

	Experts	September 7-11	San Diego, CA	$ 575.00
	Financial Crimes	September 21-25	Tucson, AZ	$ 575.00
✓	National Conference on Domestic Violence	October 4-7	San Diego, CA	$ 575.00
	The Executive Program	October 11-15	Marco Island, FL	$ 665.00
	Evidence for Prosecutors	October 12-16	Mesa, AZ	$ 575.00
	Prosecuting Drug Cases	October 26-30*	TBA	$ 575.00
	Prosecuting Homicide Cases	November 2-6	San Francisco, CA	$ 575.00
	Prosecuting Sexual Assaults and Related Violent Crimes	November 17-21	Orlando, FL	$ 575.00
	Forensic Evidence	December 7-11	San Francisco, CA	$ 575.00
	Government Civil Practice	December 7-11	Savannah, GA	$ 665.00

*Tentative Dates

☑ This application follows that of another person from my office who is paying full tuition; discount $50

☑ **CLE Certification** - (The College seeks to comply with the continuing legal education requirements of the various states. The College estimates hours for attendance at this course. Hours approved by individual states may vary. Please contact your state's CLE Administrator.)

CANCELLATION AND REFUND POLICY: FULL REFUNDS WILL BE MADE FOR CANCELLATIONS RECEIVED BY 5:00 PM, TEN (10) BUSINESS DAYS PRIOR TO THE BEGINNING OF THE COURSE. REFUNDS, LESS $60 FOR ADMINISTRATIVE FEES, WILL BE MADE FOR CANCELLATIONS RECEIVED AFTER THIS DATE FOR ALL COURSES.

LATE REGISTRATION FEE: IF YOU DO NOT REGISTER AT LEAST 10 DAYS PRIOR TO THE START OF THE COURSE, YOU WILL BE CHARGED A LATE REGISTRATION FEE OF $60 IN ADDITION TO REGULAR TUITION. THIS FEE ALSO APPLIES TO WALK-IN REGISTRANTS.

Please Print Clearly.web 4.08

Attendee Chad E. Bridges Title Assistant District Attorney

Office/County District Attorney's Office/Fort Bend County

Email cbridges@co.fort-bend.tx.us Phone (281) 341 3789 Fax (281) 341 4440

Address 301 Jackson St. room 101

City Richmond State TX Zip+4 77469

Payment: ◯ Check to NCDA ◯ Voucher/PO# _____ ◯ VISA ◯ MasterCard

Card # _____ Expiration _____ Cardholder Signature _____

How did you hear about this course? _____

For Additional Information: CALL NCDA Registrar at 803/705-5005, Fax: 803/705-5099, or visit www.ndaa.org and go to NCDA!

SUBMIT APPLICATION RESET FORM

AS PER ORIGINAL

National College of District Attorneys

Education Division of the National District Attorneys Association

2008 COURSE APPLICATION (Fall)

PLEASE IDENTIFY (✓) THE COURSE(S) YOU WOULD LIKE TO ATTEND:

	Experts	September 7-11	San Diego, CA	$ 575.00
	Financial Crimes	September 21-25	Tucson, AZ	$ 575.00
✓	National Conference on Domestic Violence	October 4-7	San Diego, CA	$ 575.00
	The Executive Program	October 11-15	Marco Island, FL	$ 665.00
	Evidence for Prosecutors	October 12-16	Mesa, AZ	$ 575.00
	Prosecuting Drug Cases	October 26-30*	TBA	$ 575.00
	Prosecuting Homicide Cases	November 2-6	San Francisco, CA	$ 575.00
	Prosecuting Sexual Assaults and Related Violent Crimes	November 17-21	Orlando, FL	$ 575.00
	Forensic Evidence	December 7-11	San Francisco, CA	$ 575.00
	Government Civil Practice	December 7-11	Savannah, GA	$ 665.00

*Tentative Dates

☑ This application follows that of another person from my office who is paying full tuition; discount $50

☑ **CLE Certification** - (The College seeks to comply with the continuing legal education requirements of the various states. The College estimates hours for attendance at this course. Hours approved by individual states may vary. Please contact your state's CLE Administrator.)

CANCELLATION AND REFUND POLICY: FULL REFUNDS WILL BE MADE FOR CANCELLATIONS RECEIVED BY 5:00 PM, TEN (10) BUSINESS DAYS PRIOR TO THE BEGINNING OF THE COURSE. REFUNDS, LESS $60 FOR ADMINISTRATIVE FEES, WILL BE MADE FOR CANCELLATIONS RECEIVED AFTER THIS DATE FOR ALL COURSES.

LATE REGISTRATION FEE: IF YOU DO NOT REGISTER AT LEAST 10 DAYS PRIOR TO THE START OF THE COURSE, YOU WILL BE CHARGED A LATE REGISTRATION FEE OF $60 IN ADDITION TO REGULAR TUITION. THIS FEE ALSO APPLIES TO WALK-IN REGISTRANTS.

Please Print Clearly.web 4.08

Attendee Jill Stotts Title Assistant District Attorney

Office/County District Attorney's Office/Fort Bend County

Email stottjill@co.fort-bend.tx.us Phone (281) 238 3230 Fax (281) 341 4440

Address 301 Jackson St. room 101

City Richmond State TX Zip+4 77469

Payment: ○ Check to NCDA ○ Voucher/PO# _____ ○ VISA ○ MasterCard

Card # _____ Expiration _____ Cardholder Signature _____

How did you hear about this course? _____

For Additional Information: CALL NCDA Registrar at 803/705-5005, Fax: 803/705-5099, or visit www.ndaa.org and go to NCDA!

SUBMIT APPLICATION RESET FORM

AS PER ORIGINAL

National College of District Attorneys

Education Division of the National District Attorneys Association

2008 COURSE APPLICATION (Fall)

PLEASE IDENTIFY (✓) THE COURSE(S) YOU WOULD LIKE TO ATTEND:

	Experts	September 7-11	San Diego, CA	$ 575.00
	Financial Crimes	September 21-25	Tucson, AZ	$ 575.00
	National Conference on Domestic Violence	October 4-7	San Diego, CA	$ 575.00
	The Executive Program	October 11-15	Marco Island, FL	$ 665.00
	Evidence for Prosecutors	October 12-16	Mesa, AZ	$ 575.00
	Prosecuting Drug Cases	October 26-30*	TBA	$ 575.00
	Prosecuting Homicide Cases	November 2-6	San Francisco, CA	$ 575.00
	Prosecuting Sexual Assaults and Related Violent Crimes	November 17-21	Orlando, FL	$ 575.00
	Forensic Evidence	December 7-11	San Francisco, CA	$ 575.00
	Government Civil Practice	December 7-11	Savannah, GA	$ 665.00

*Tentative Dates

☑ This application follows that of another person from my office who is paying full tuition; discount $50

☑ **CLE Certification** - (The College seeks to comply with the continuing legal education requirements of the various states. The College estimates hours for attendance at this course. Hours approved by individual states may vary. Please contact your state's CLE Administrator.)

CANCELLATION AND REFUND POLICY: FULL REFUNDS WILL BE MADE FOR CANCELLATIONS RECEIVED BY 5:00 PM, TEN (10) BUSINESS DAYS PRIOR TO THE BEGINNING OF THE COURSE. REFUNDS, LESS $60 FOR ADMINISTRATIVE FEES, WILL BE MADE FOR CANCELLATIONS RECEIVED AFTER THIS DATE FOR ALL COURSES.

LATE REGISTRATION FEE: IF YOU DO NOT REGISTER AT LEAST 10 DAYS PRIOR TO THE START OF THE COURSE, YOU WILL BE CHARGED A LATE REGISTRATION FEE OF $60 IN addition TO REGULAR TUITION. THIS FEE ALSO APPLIES TO WALK-IN REGISTRANTS.

Please Print Clearly.web 4.08

Attendee Catherine Simmons Title Assistant District Attorney

Office/County District Attorney's Office/Fort Bend County

Email catherine.simmons@co.fort-bend.tx.us Phone (281) 238 3395 Fax (281) 341 4440

Address 301 Jackson St. room 101

City Richmond State TX Zip+4 77469

Payment: ○ Check to NCDA ○ Voucher/PO# _____ ○ VISA ○ MasterCard

Card # _____ Expiration _____ Cardholder Signature _____

How did you hear about this course? _____

For Additional Information: CALL NCDA Registrar at 803/705-5005, Fax: 803/705-5099, or visit www.ndaa.org and go to NCDA!

SUBMIT APPLICATION RESET FORM

AS PER ORIGINAL

National College of District Attorneys

Education Division of the National District Attorneys Association

2008 COURSE APPLICATION (Fall)

PLEASE IDENTIFY (✓) THE COURSE(S) YOU WOULD LIKE TO ATTEND:

	Experts	September 7-11	San Diego, CA	$ 575.00
	Financial Crimes	September 21-25	Tucson, AZ	$ 575.00
✓	National Conference on Domestic Violence	October 4-7	San Diego, CA	$ 575.00
	The Executive Program	October 11-15	Marco Island, FL	$ 665.00
	Evidence for Prosecutors	October 12-16	Mesa, AZ	$ 575.00
	Prosecuting Drug Cases	October 26-30*	TBA	$ 575.00
	Prosecuting Homicide Cases	November 2-6	San Francisco, CA	$ 575.00
	Prosecuting Sexual Assaults and Related Violent Crimes	November 17-21	Orlando, FL	$ 575.00
	Forensic Evidence	December 7-11	San Francisco, CA	$ 575.00
	Government Civil Practice	December 7-11	Savannah, GA	$ 665.00

*Tentative Dates

☑ This application follows that of another person from my office who is paying full tuition; discount $50

☑ **CLE Certification** - (The College seeks to comply with the continuing legal education requirements of the various states. The College estimates hours for attendance at this course. Hours approved by individual states may vary. Please contact your state's CLE Administrator.)

CANCELLATION AND REFUND POLICY: FULL REFUNDS WILL BE MADE FOR CANCELLATIONS RECEIVED BY 5:00 PM, TEN (10) BUSINESS DAYS PRIOR TO THE BEGINNING OF THE COURSE. REFUNDS, LESS $60 FOR ADMINISTRATIVE FEES, WILL BE MADE FOR CANCELLATIONS RECEIVED AFTER THIS DATE FOR ALL COURSES.

LATE REGISTRATION FEE: IF YOU DO NOT REGISTER AT LEAST 10 DAYS PRIOR TO THE START OF THE COURSE, YOU WILL BE CHARGED A LATE REGISTRATION FEE OF $60 IN ADDITION TO REGULAR TUITION. THIS FEE ALSO APPLIES TO WALK-IN REGISTRANTS.

Please Print Clearly.web 4.08

Attendee Natalie Sarfin Title Assistant District Attorney

Office/County District Attorney's Office/Fort Bend County

Email natalie.sarfin@co.fort-bend.tx.us Phone (281) 341 4474 Fax (281) 341 4440

Address 301 Jackson St. room 101

City Richmond State TX Zip+4 77469

Payment: ○ Check to NCDA ○ Voucher/PO# _____ ○ VISA ○ MasterCard

Card # _____ Expiration _____ Cardholder Signature _____

How did you hear about this course? _____

For Additional Information: CALL NCDA Registrar at 803/705-5005, Fax: 803/705-5099, or visit www.ndaa.org and go to NCDA!

SUBMIT APPLICATION RESET FORM

6C

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 23, 2008

Court Agenda Date: August 6, 2008

Submitted By: Jean N. Galloway, MD
Department: Health & Human Services
Phone Number: 281-238-3233

SUMMARY OF ITEM: Please ***change*** travel dates approved in Commissioners Court on July 8, 2008, for David Wahome, Public Health Preparedness Information Specialist, to attend (Centers for Disease Control) ***National Conference on Health Communication, Marketing, and Media 2008 - August 11-16, 2008,*** in Atlanta, Georgia. (*Return date changed from August 15 to August 16*)

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ■
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ■
List Supporting Documents Attached: Links to Conference:
http://www.cdc.gov/HealthMarketing/NCHCMM2008/index.htm
http://www.cdc.gov/HealthMarketing/NCHCMM2008/agenda.htm http://www.cdc.gov/HealthMarketing/NCHCMM2008/index.htm

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ■

FUNDNG SOURCE: Fund: Agency: Organization: Object:
PHP: 100635999 **ACTIVITY:** G635-09BIOTERR **REPORT CATEGORY:** 22000
REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

AGENDA ITEM

6D

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 7-30-2008	**Submitted By: Hopie Solomon**
Court Agenda Date: 8-5-2008	**Department: Social Services 6451**
	Phone Number: Ext. 3506

SUMMARY OF ITEM: Maria Cloudt, Shennette Connor and Demetria Heard to Garden Grove, California, August 16-20 to attend National Eligibility Workers Association, 33rd Annual Training Conference.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO X☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO X☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X☐ NO ☐

FUNDNG SOURCE: Accounting Unit: 100645100 Account Number: 63200
Activity (If Applicable):

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

6E

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/25/08 **Submitted By:** Carol Brown
Department: Library
Court Agenda Date: 8/5/08 **Phone Number:** 281-341-2653

SUMMARY OF ITEM: Approve out of state travel for Julia Mergele to Nashville, TN from November 7 – 9, 2008 to attend YALSA's Young Adult Literature Symposium 2008.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit: 100650100 Account Number: 63200
Activity (If Applicable):

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

6F

AGENDA ITEM

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Inv.Aramis Gonzales

Inv. Brian Schmitt

DATE OF DEPARTURE: 7/21/2008

DATE OF RETURN: 7/22/2008

DESTINATION: Huntington Beach, California

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: Airline/Rental Car

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 7/14/2008

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

AGENDA ITEM
7

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: July 15, 2008

Court Date: August 5, 2008

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

Record into the record the continuation of collection of Optional Fees in addition to the registration fee for calendar year 2009 in the following amounts: Road & Bridge $10.00, Child Safety Fee $1.50 pursuant to Chapter 502 Transportation Code.

Agreement/Appointment:	YES	NO ✔
Reviewed by County Attorney's Office:	YES	NO ✔
List Supporting Documents Attached:		

FINANCIAL SUMMARY:

Budgeted Item:	YES	NO
Funding Source: FY08 Fund:		
Requires Auditor to Certify Funds:	YES	NO

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to: (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

✔ Auditor	(281-341-3774)	✔ Comm. Pct. 1	(281-342-0587)
✔ Budget Officer	(281-344-3954)	✔ Comm. Pct. 2	(281-403-8009)
✔ Facilities/Planning	(281-633-7022)	✔ Comm. Pct. 3	(281-242-9060)
✔ Purchasing Agent	(281-341-8642)	✔ Comm. Pct. 4	(281-980-9077)
✔ Information Technology	(281-341-4526)	✔ County Clerk	(281-341-8697)
☐ Other: _____		✔ County Atty	(281-341-4557)

Recommendation:

8-11-08 copy received

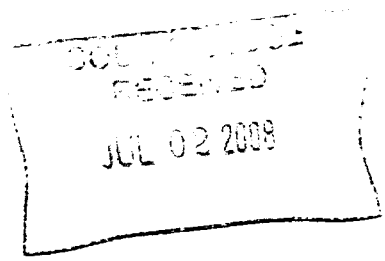
AS PER ORIGINAL

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

June 27, 2008

The Honorable County Judge Robert E. Hebert
Fort Bend County
301 Jackson, Ste. 719
Richmond, Texas 77469



Re: Imposition of Optional Fees

Judge Hebert:

Annually, the department contacts each county to determine the Commissioners Court's intentions with respect to the collection of optional local fees in addition to the registration fee for the new calendar year. Please complete and return the enclosed form to indicate your county's intentions to retain, change or discontinue the collection of optional fees for calendar year 2009.

Chapter 502 of the Transportation Code relating to the registration of vehicles, gives counties the option of imposing optional local fees in addition to the registration fee. Vehicles registered with certain plates not requiring a registration fee are exempt from these optional fees. Provided below is a brief description.

- **County Road and Bridge Fee** (Section 502.172) – An optional additional fee not to exceed $10.00 for registering a vehicle in the county. This fee is used for the upkeep of county roads and bridges.
- **Child Safety Fee** (Section 502.173) - An optional additional fee of not less than 50 cents or more than $1.50, for registering a vehicle in the county. This fee is used for providing school crossing guard services, with remaining money used for programs to enhance child safety, health or nutrition including child abuse intervention and prevention and drug and alcohol abuse prevention.
- **Transportation Project (Mobility) Fee** (Section 502.1725 – **(Cameron and Hidalgo Counties only)** – An optional additional fee not to exceed $10.00, for registering a vehicle in the county. This fee is used to fund long term transportation projects in the county.

The Commissioners Court are statutorily required to notify the department by September 1 each year when revising optional fees. If your response indicates a change in fee or adds a fee, please enclose the original court order in your returned response. We request that these items be mailed and postmarked no later than August 15. Enclosed is a fee chart, indicating your county's current optional fee(s).

If you have any questions regarding the imposition of optional fees, please contact Steve Palmer, Correspondence Services Branch Supervisor, at (512) 465-7596 or Mike Craig, Deputy Director, at (512) 465-7570. Thank you very much for your timely response.

Sincerely,

Rebecca Davio, Ph.D., Director
Vehicle Titles and Registration Division

Enclosures
cc: Amadeo Saenz, Jr., P.E., Executive Director, TxDOT
Denise Pittard, Government and Public Affairs Division, TxDOT
County Tax Assessor-Collector VTR Administration

AS PER ORIGINAL

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

Imposition of Optional Fees
Calendar Year 2009

We respectfully request that you indicate below your county's intentions for collection of these fees for calendar year 2009 (January 1 through December 31, 2009) in accordance with Texas Transportation Code, Sections 502.172, 502.1725, and 502.173.

For calendar year 2009, **Fort Bend** County will:

1. Retain the current County Road and Bridge Fee of $ 10.00 .(maximum: $10)
   (No court order required)

2. Retain the current Child Safety Fund Fee of $ 1.50 .(maximum $1.50)
   (No court order required)

3. Impose a new County Road and Bridge Fee of $_____.
   (Original court order required)

4. Impose a new Child Safety Fund Fee of $_____.
   (Original court order required)

5. Discontinue the County Road and Bridge Fee of $_____.
   (Original court order required)

6. Discontinue the Child Safety Fund Fee of $_____.
   (Original court order required)

7. Impose TOTAL 2009 fees of $ 11.50 .

Changes shown in items 3, 4, 5, and/or 6 require submittal of an original County Commissioner's Court Order noting the change.

Please return this completed form in the enclosed postage-paid self-addressed envelope as soon as possible, but no later than **August 15, 2008**. A faxed response to (512) 465-3034 will also be acceptable. If you are available to be contacted electronically for future mailings, please provide your e-mail address below. Thank you.

E-Mail Address: ann.werlein@co.fort-bend.tx.us

AS PER ORIGINAL

SCHEDULE OF TEXAS REGISTRATION FEES

EFFECTIVE January 1, 2008 **EXPIRES December 31, 2008**

STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

The fees indicated below are local fees that will be collected with your vehicle registration fee through your County Tax Assessor-Collector's office. The total fee highlighted in red on your renewal notice includes the extra fees if applicable. Please enclose an additional $1.00 for handling when registering by mail. **Owners of machinery and farm trailers are not subject to the payment of the extra fees, only the registration fees.**

Anderson $10	Brazos $11.50	Cochran $10	Delta $10	Franklin $10	Harris $11.50	Jasper $10	Lavaca $10	Madina $10	Palo Pinto $10	Sabine $10	Terrell $5	Wheeler $5
Andrews $5	Brewster $10	Coke $10	Denton $11.50	Freestone $10	Harrison $10	Jeff Davis $10.50	Lee $10	Maverick $10	Parker $10	San Augustine	Terry $10	Wichita $10
Angelina $10	Briscoe $10	Coleman $10	DeWitt $10	Frio $11.50	Hartley $10	Jefferson $10	Leon $10	Midland $10	Parmer $10	$11.50	Throckmorton $10	Wilbarger $10
Aransas $10	Brooks $10	Collin $11.50	Dimmit $11.50	Galveston $10	Haskell $10	Jim Hogg $11.50	Liberty $10	Milam $10	Pecos $10	San Jacinto $11.50	Titus $10	Willacy $10
Archer $10	Brown $10	Collingsworth $10	Donley $10	Garza $7.50	Hays $10	Jim Wells $11.50	Limestone $10	Mills $10	Polk $11.50	San Patricio $11.50	Tom Green $11.50	Williamson
Armstrong $10	Burleson $10	Colorado $10	Duval $10	Gillespie $11.50	Hemphill $5	Johnson $10	Lipscomb $10	Mitchell $10	Potter $10	San Saba $10	Travis $11.50	$11.50
Atascosa $10	Burnet $10	Comal $11.50	Eastland $10	Goliad $10	Henderson $10	Jones $10	Live Oak $10	Montague $10	Presidio $10	Schleicher $10	Trinity $11.50	Wilson $10
Austin $10	Caldwell $10	Comanche $10	Ector $10	Gonzales $10	Hidalgo $20	Karnes $10	Llano $10.75	Montgomery $10	Rains $11.50	Scurry $10	Tyler $10	Winkler $7.50
Bailey $10	Calhoun $8	Concho $10	Edwards $10	Gray $10	Hill $10	Kaufman $10	Lubbock $10	Moore $10	Randall $10	Shackelford $10	Upshur $10	Wise $10
Bandera $10	Callahan $10	Cooke $10	Ellis $10	Grayson $10	Hockley $10	Kendall $11	Lynn $10	Morris $10	Reagan $10	Shelby $10	Upton $5	Wood $10
Bastrop $10	Cameron $15	Coryell $10	El Paso $10	Gregg $10	Hood $10	Kent $10	Madison $10	Motley $10	Real $10	Sherman $10	Uvalde $10	Yoakum $10
Baylor $10	Camp $10.50	Cottle $10	Erath $10	Grimes $10	Hopkins $10	Kimble $10	Marion $10	Nacogdoches $10	Red River $10	Smith $11.50	Val Verde $10	Young $10
Bee $10	Carson $10	Crockett $5	Falls $10	Guadalupe $10	Houston $10	Kinney $10	Martin $10	Navarro $10	Reeves $5	Somervell $5	Van Zandt $10	Zapata $6.50
Bell $11.50	Cass $10	Crosby $10	Fannin $10	Hale $10	Howard $10	Kleberg $10	Mason $10	Newton $10	Refugio $10	Starr $10	Victoria $10	Zavala $11.50
Bexar $11.50	Castro $10	Culberson $10	Fayette $10	Hall $10	Hudspeth $10	Knox $10	Matagorda $10	Nolan $10	Roberts $5	Stephens $10	Walker $10	
Blanco $11.50	Chambers $10	Dallam $10	Fisher $10	Hamilton $10	Hunt $10	Lamar $10	Maverick $11.50	Nueces $10	Robertson $11.50	Stonewall $10	Waller $10	
Bosque $10	Cherokee $10	Dallas $10	Floyd $10	Hansford $10	Hutchinson $10	Lamb $10	Medina $10	Ochiltree $10	Rockwall $10	Sutton $10	Ward $10	
Bowie $10	Childress $10	Dawson $10	Foard $10	Hardeman $10	Irion $10	Lampasas $11.50	Menard $10	Oldham $10	Runnels $10	Swisher $10	Webb $10	
Brazoria $10	Clay $10	Deaf Smith $10	Fort Bend $11.50	Harris $10	Jack $10	La Salle $10		Orange $10	Rusk $10	Tarrant $10	Wharton $10	
					Jackson $10					Taylor $10		

PASSENGER CARS

The annual license fee for a passenger car, city bus, or private bus shall be based on the manufacturer's model year or weight in pounds, as the case might be, of the vehicle as follows

MODEL YEAR OR WEIGHT IN POUNDS	FEE
2002 AND OLDER MODELS	$40.80
2003, 2004 AND 2005 MODELS	$50.80
2006 AND NEWER MODELS	$58.80
6,001 LBS. AND OVER irrespective of model year	$25.00 PLUS 60c CWT PLUS 30c

The weight of any passenger car for purposes of registration shall be the weight generally accepted as its correct shipping weight plus one hundred pounds. "Passenger Car" as defined by law means any motor vehicle other than a motorcycle, or a bus transporting persons for compensation or hire, designed or used primarily for the transportation of persons

MOTORCYCLES AND MOPEDS

Fee to be Collected for the Registration of Motorcycles and Mopeds – Annual Fee $30.30

LIGHT TRUCKS

MANUFACTURER'S RATED CARRYING CAPACITY OF ONE TON OR LESS

The annual license fee for the registration of a light truck with a manufacturer's rated carrying capacity of one ton or less shall be based upon the gross weight of the vehicle as outlined in the chart below

The term "Gross Weight" is the actual weight of the vehicle fully equipped with body and other equipment, as certified by any official Public Weigher or any License and Weight Inspector of the Department of Public Safety, plus its net carrying capacity. "Net carrying capacity" of any vehicle shall be the weight of the heaviest net load to be carried on the vehicle being registered, provided said net carrying capacity shall in no case be less than the manufacturer's rated carrying capacity

Gross Weight	ANNUAL FEE
Rate Per Cwt. .440c	$
901 – 1000	29.70
1001 – 1100	30.14
1101 – 1200	30.58
1201 – 1300	31.02
1301 – 1400	31.46
1401 – 1500	31.90
1501 – 1600	32.34
1601 – 1700	32.78
1701 – 1800	33.22
1801 – 1900	33.66
1901 – 2000	34.10
2001 – 2100	34.54
2101 – 2200	34.98
2201 – 2300	35.42
2301 – 2400	35.86
2401 – 2500	36.30

Gross Weight	ANNUAL FEE
Rate Per Cwt. .440c	$
2501 – 2600	36.74
2601 – 2700	37.18
2701 – 2800	37.62
2801 – 2900	38.06
2901 – 3000	38.50
3001 – 3100	38.94
3101 – 3200	39.38
3201 – 3300	39.82
3301 – 3400	40.26
3401 – 3500	40.70
3501 – 3600	41.14
3601 – 3700	41.58
3701 – 3800	42.02
3801 – 3900	42.46
3901 – 4000	42.90

Gross Weight	ANNUAL FEE
Rate Per Cwt. .440c	$
4001 – 4100	43.34
4101 – 4200	43.78
4201 – 4300	44.22
4301 – 4400	44.66
4401 – 4500	45.10
4501 – 4600	45.54
4601 – 4700	45.98
4701 – 4800	46.42
4801 – 4900	46.86
4901 – 5000	47.30
5001 – 5100	47.74
5101 – 5200	48.18
5201 – 5300	48.62
5301 – 5400	49.06
5401 – 5500	49.50
5501 – 5600	49.94
5601 – 5700	50.38
5701 – 5800	50.82
5801 – 5900	51.26
5901 – 6000	51.70

Gross Weight	ANNUAL FEE
Rate Per Cwt. $.0495	$
6001 – 6100	55.50
6101 – 6200	55.99
6201 – 6300	56.49
6301 – 6400	56.98
6401 – 6500	57.48
6501 – 6600	57.97
6601 – 6700	58.47
6701 – 6800	58.96
6801 – 6900	59.46
6901 – 7000	59.95
7001 – 7100	60.45
7101 – 7200	60.94
7201 – 7300	61.44
7301 – 7400	61.93
7401 – 7500	62.43
7501 – 7600	62.92
7601 – 7700	63.42
7701 – 7800	63.91
7801 – 7900	64.41
7901 – 8000	64.90

TEXAS DEPARTMENT OF TRANSPORTATION
VEHICLE TITLES AND REGISTRATION DIVISION
FEE CHART 1C (REV. 1/2008)

AGENDA ITEM
8

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/22/08

Court Agenda Date: 08/~~05~~/08

Submitted By: Nicole Hobbs, County Attorney's Office
Department: Precinct 1
Phone Number: 281-341-4555

SUMMARY OF ITEM: Take all appropriate action on Interlocal Project Agreement between Fort Bend County and City of Needville to provide assistance with street improvements on Joe Street and Caroline Street, both city-owned streets.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Marc Grant, FBC Road & Bridge		☒	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

8-12-08 orig. ret. to Nicole at Co. Attorney

AS PER ORIGINAL

City of Needville

P.O. Box 527 · NEEDVILLE, TEXAS 77461 · 979/793-4253 · Fax 979/793-6055

RECEIVED
JUN 27 2008
COMMISSIONER PCT. 1

RECEIVED
ROAD & BRIDGE

June 23, 2008

Fort Bend County

Attention : Commissioner Tom Stavinoha

Dear Commissioner:

Please assist the City of Needville in re-topping Joe and Caroline Streets.

Contact Richard Vacek for any questions at 979.793.4251

Sincerely,

Delbert Wendt
Mayor

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

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the **City of Needville** ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

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

I.
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on October 1, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

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

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

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

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

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

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

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

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

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

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

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

II.
PURPOSE

The purpose of this Project is to provide assistance with improvement of streets.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with overlaying with asphalt material, ("Project").

V.
PROJECT LOCATION

The location for the Project is on Joe Street and Caroline Street, which are city-owned streets in the City of Needville, ("Project Site").

VI.

SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 26 equipment hours at $35.00 per hour, up to 26 man-hours of labor at $15.00 per hour, up to 0 in materials and up to $0.00 in cash to Local Government, for a total expenditure not to exceed **$1300.00.**

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

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume all material cost.

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

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

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

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

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the

Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

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

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

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

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

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

Notices, correspondence, and all other communications shall be addressed as follows:
If to Fort Bend County:

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

If to City of Needville:

City of Needville
P.O. Box 527
Needville, Texas 77461
Attn: Mayor

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

FORT BEND COUNTY:

Robert Hebert, Fort Bend County Judge — Date: 8/6/08

Attest:

Dianne Wilson, Fort Bend County Clerk

CITY OF NEEDVILLE:

Mayor — Date: 7-17-08

Attest:

City Secretary

REVIEWED:

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **$1,300.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

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

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

On this the 6 day of August, 2008, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and carried;

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

AGENDA ITEM

9A

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/22/08

Court Agenda Date: 08/~~05~~/08 6

Submitted By: Nicole Hobbs, County Attorney's Office
Department: Precinct 3
Phone Number: 281-341-4555

SUMMARY OF ITEM:
Take all appropriate action on Interlocal Project Agreement between Fort Bend County and City of Fulshear to provide assistance with replacing broken and/or burned out parking lot lights at Fulshear Community Center.

Take all appropriate action on Interlocal Project Agreement between Fort Bend County and City of Fulshear to provide assistance with surveying and cleaning ditches to improve drainage on McKinnon Road, a city-owned street. Pulled on 8-6

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

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

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Marc Grant, FBC Road & Bridge		☒	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

8-12-08 orig. ret. to Nicole at Co. Attorney

RECEIVED
MAY 2 2 2008
ROAD & BRIDGE

CITY OF Incorporated 1977
FULSHEAR
281-346-1796 (ph) 281-346-2556 (fax)

30603 FM 1093
P.O. Box 279
Fulshear, Texas 77441

James W. Roberts, Mayor
Bill Archer, Mayor Pro-Tem
Dennis Clack, Alderman
J.B. Collins, Alderman
Laverne Patterson, Alderman
Carl Utley, Alderman
David Frishman, City Attorney
D. Gordon Offord, City Secretary

May 14, 2008

Fort Bend County
Precinct 3
1809 Eldridge Road
Sugarland, Texas 77478

Attention: Commissioner Andy Meyers

Re: Work Order for use of bucket lift to replace lights at the Community Center, 6920 Katy Fulshear Road, Fulshear, Texas

Please accept this letter as a request for the above. It is needed like yesterday in order to preserve safety to this area.

I would appreciate any assistance that you can offer.

Yours truly,
City of Fulshear

James W. Roberts
Mayor

5/16/08

#41

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

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the **City of Fulshear** ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

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

I.
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on October 1, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

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

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

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

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

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

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

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

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

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

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

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

II.
PURPOSE

The purpose of this Project is to provide assistance with replacing parking lot lights.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is to provide assistance by replacing broken /burned out lights, (Project).

V.
PROJECT LOCATION

The location for the Project is Fulshear Community Center, ("Project Site").

VI.

SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 18 equipment hours at $35.00 per hour, up to 36 man hours of labor at $15.00 per hour, up to $0 in materials and up to $0.00 in cash to Local Government, for a total expenditure not to exceed **$ 1,170.00.**

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

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to provide all material costs.

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

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

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

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.
Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the

Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

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

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

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

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

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

Notices, correspondence, and all other communications shall be addressed as follows:
If to Fort Bend County:

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

If to City of Fulshear:

City of Fulshear
P.O. Box 538
Fulshear, Texas 77441
Attn: Mayor

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

FORT BEND COUNTY:

Robert Hebert, Fort Bend County Judge — Date: 8-6-08

Attest:

Dianne Wilson, Fort Bend County Clerk

CITY OF FULSHEAR:

Mayor — Date: 7-17-08

Attest:

City Secretary

REVIEWED:

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **$1,170.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

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

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

On this the 6 day of August, 2008, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and carried;

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

11

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: 7/30/2008

Court Date: 8/6/2008

Submitted By: Ed Sturdivant
Department: County Auditor
Telephone: 281-341-3769

SUMMARY OF ITEM:

Take all appropriate action on Memorandum of Agreement for Computer and Internet Services between Texas Cooperative Extension and Fort Bend County for computer and internet services at the Fort Bend County Extension Office from October 1, 2008 through September 30, 2009.

Renewal Agreement/Appointment: YES ☐ NO ☒

Reviewed by County Attorney's Office: YES ☒ NO ☐

List Supporting Documents Attached: Memorandum of Agreement for Computer & Internet Services.

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☒

Funding Source: 100665100-63000 (Extension, Fees)

Requires Auditor to Certify Funds: YES ☒ NO ☐

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: ☒ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to: (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

☒ Auditor	(281-341-3774)	☒ Comm. Pct. 1	(281-342-0587)
☒ Budget Officer	(281-344-3954)	☒ Comm. Pct. 2	(281-403-8009)
☐ Facilities/Planning	(281-633-7022)	☒ Comm. Pct. 3	(281-242-9060)
☐ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☐ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other: _____		☒ County Atty	(281-341-4557)

Recommendation:

Special Handling: _____

8-21-08 1 orig. ret. to Ed S. at Auditor

STATE OF TEXAS §

COUNTY OF FORT BEND §

Memorandum of Agreement for Computer and Internet Services

This agreement is entered by and between Texas AgriLife Extension Service (hereinafter referred to as "AgriLife Extension") and Fort Bend County (hereafter referred to as "County"), by and through the Fort Bend County Commissioners Court. The Fort Bend County Office of AgriLife Extension desires to engage the County to perform certain computer services. The following functions are to be performed under this agreement:

I. FEES

No fee for services is required.

II. FACILITY

The County will ensure County facilities provided to and occupied by AgriLife Extension are equipped with data communications wiring that adhere to Fort Bend County Information Technology standards that adequately provide data and telephony support.

III. TELEPHONES

The County owns, manages, and maintains all telephony devices assigned to AgriLife Extension.

IV. INTERNET CONNECTION

AgriLife Extension provides a T1 connection and internet connectivity to its Fort Bend County office. The County agrees to reimburse AgriLife Extension for one-half the cost of that connection in an amount not to exceed $1,500.00 per year.

V. COMPUTER HARDWARE

A. Initial Purchase: Through its county cost-share program, AgriLife Extension will provide the initial set-up and delivery of newly purchased systems and will provide basic office productivity software, as well as antivirus and anti-spam software. The County will reimburse AgriLife Extension roughly one-half (1/2) the cost of this hardware. Specific costs for the County are included in the cost share order form distributed as part of this purchasing program.

B. Maintenance: The County will facilitate trouble-shooting of computer hardware and peripherals that include printers and scanners and take corrective actions in accordance with normal County operation standards.

C. Maintenance Costs: It is understood that AgriLife Extension provides these cost-share computers with a minimum of three (3) year extended parts and service warranty purchased from the vendor. The cost of parts and service will be the responsibility of the County. Costs for parts and third-party maintenance will be in accordance with normal County operation standards.

D. Ownership: It is understood that this computer equipment is the property of AgriLife Extension, but it will remain in the Fort Bend County office of AgriLife Extension for its useful life, or until the County decides that it has become technologically obsolete. At that time, the County will return the equipment to the property office of AgriLife Extension for appropriate salvage or disposal. Alternatively, procedures are available through which the equipment may be donated to local charitable organizations, but coordination with the AgriLife Extension property office is required to do so.

VI. COMPUTER SOFTWARE

The County will facilitate trouble-shooting of computer software within the scope of County expertise. Any trouble-shooting outside the County scope will be referred to AgriLife Extension and subject to the expense of AgriLife Extension for any corrective action necessary.

VII. ACCESS

The County will ensure that the Texas AgriLife Extension office has internet access and electronic mail services via GroupWise Mail. If desired by the County, AgriLife Extension may also have the option to have an Electronic Mail account on the County system as well. AgriLife Extension understands that appropriate use of this Internet Access and Electronic Mail is in accordance with normal County operations standards. All AgriLife Extension employees and agents shall be subject to all County policies regarding computer and internet usage/access.

VIII. COVERAGE

A. The period of time covered by this Agreement will be from October 1, 2008, through September 30, 2009.

B. This agreement shall be automatically renewable annually.

C. This agreement shall be subject to termination by any party upon thirty (30) days written notice.

D. The County warrants that they have funds available to pay amount necessary to support this Agreement, and shall use reasonable efforts to obtain funds from the Fort Bend County Commissioners Court on a continuing basis. In the event Fort Bend County's appropriation request to pay this amount in any year is denied, Fort Bend County may terminate this Agreement with thirty (30) days prior written notice.

IX. **Execution**

Fort Bend County

Robert E. Hebert
County Judge

Texas AgriLife Extension Service

Dr. Edward G. Smith
Director

Attest:

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATION

I hereby certify that funds in the amount of $ 5,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

MER: Extension Office.MOA.T-1 Line.2008 renewal.3543

RECORDED ON 9-4-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

12a

12A

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2008

On this the 6th day of Aug 2008, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 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: Judicial Complex Dept. #: 100687888

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Judicial Complex	100687888-64600	5,500,000
	Activity P687-08JCOMPLEX	
	TOTAL TRANSFERRED TO:	**$ 5,500,000**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
General Fund Projects	100687888-64600	$ 5,500,000
	Activity P687-07COMMPRO	
	TOTAL TRANSFERRED FROM:	**$ 5,500,000** ✓

EXPLANATION: To allocate funds for the Judicial Complex on loan until the bond funds are available. The General Fund Projects account will be reimbursed when the bond funds are available for the Judicial Complex.

Department Head: [signature] Date: 7/30/08

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: [signature]
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

12B

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2008

On this the 6 day of Aug. 2008, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: **CHILD SUPPORT (TITLE IV-D REIMB)** Dept. #: **410440101**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
CHILD SUPPORT TITLE IV-D REIM	410440101 65000	$10.068.00
I.T. HARDWARE		
	TOTAL TRANSFERRED TO:	**$10,068**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
CHILD SUPPORT TITLE IV-D REIM	410440101 52180	$10.068.00
	TOTAL TRANSFERRED FROM:	**$ 10,068**

EXPLANATION: To amend budget pursuant to LGC 111.0706 to utilize funds received from Title IV-D to purchase nine computer equipments (replacements). The service warranty expires September 18, 2008. (The cost of one PC is $1,118.60. $1,118.60 x 9 = $10,067.40.)

Department Head: KATHERINE N. MIZELL Katherine N. Mizell Date: July 30, 2008

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

12C

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2008

On this the 6th day of **August** 2008 , the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: **County Clerk** Dept. #: **Fund 144 (270403101)**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Property & Equipment	270403101-64000	$250.00
	TOTAL TRANSFERRED TO:	**$250.00**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Information Technology	270403101-65000	$250.00
	TOTAL TRANSFERRED FROM:	**$250.00**

EXPLANATION: Per Auditors Office transfer funds from budgeted IT Cost Allocation into correct object codes.

Department Head: [signature] Date: 7/18/08

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: [signature]
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

12d.

12 D

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2008

On this the 6th day of **August** 2008 , the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ.

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: **Library** Dept. #: **6501**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Facilities - Utilities	100418102 - 63400	$ 450
	TOTAL TRANSFERRED TO:	$ **450**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Library - Capital Acquisitions	100650100 - 64500	$ 450
	TOTAL TRANSFERRED FROM:	$ **450**

EXPLANATION: Installation of an additional T-1 line for our Missouri City Branch. The volume of data traffic at this location has significantly increased and the network is no longer at an acceptable level.
Activating call forwarding at the Needville, Fulshear, and Sugar Land branch libraries so calls from the public may be rerouted when unforeseen situations arise.

Department Head: Carol Brown Date: 21-Jul-08

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

12e

12E

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2008

On this the 6th day of **August** 2008 , the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 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: **Sheriff - Detention** Dept. #: **100512100**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Temporary or Part-time	61100	$ 3,700
	TOTAL TRANSFERRED TO:	**$ 3,700**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Salaries and Labor	61000	$ 3,700
	TOTAL TRANSFERRED FROM:	**$ 3,700**

EXPLANATION: Pay salary for current full time nurse who is requesting transfer to part-time.

Department Head: Kathleen Barnes Date: July 24, 2008

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

12f

12F

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2008

On this the 6th day of August 2008, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County: and

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

The following transfers to said budget are hereby authorized:

Department Name: **Tax Office** Dept. #: **4991**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
IT	65000	$ 340
	TOTAL TRANSFERRED TO:	$ 340

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
FEES	63000	$ 340
	TOTAL TRANSFERRED FROM:	$ 340

EXPLANATION: Purchase a Printer for Tax Ofice

Department Head: Patsy Schultz Patsy Schultz Date: 21-Jul-08

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert E Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

13

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 28, 2008

Court Agenda Date: August 5, 2008

Submitted By: Marilynn Kindell MKindell
Department: Community Development
Phone Number: 281-341-4410

SUMMARY OF ITEM: Take all appropriate action on the following:

Invoice No. 16 in the amount of $457.64 for engineering services for the City of Kendleton's Wastewater System project. Fund: Community Development

RENEWAL AGREEMENT/APPOINTMENT: YES NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO X

List Supporting Documents Attached: Copy of invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO

FUNDNG SOURCE: Accounting Unit: 400643999 Account Number: 63850
Activity: 390-City of Kendleton – Engineering Services and Construction Services

REQUIRES AUDITOR TO CERTIFY FUNDS: YES NO X

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ✓ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

✓	Auditor	(281-341-3774)	✓	Comm. Pct. 1	(281-342-0587)
✓	Budget Officer	(281-344-3954)	✓	Comm. Pct. 2	(281-403-8009)
✓	Facilities/Planning	(281-633-7022)	✓	Comm. Pct. 3	(281-242-9060)
✓	Purchasing Agent	(281-341-8642)	✓	Comm. Pct. 4	(281-980-9077)
✓	Information Technology	(281-341-4526)	✓	County Clerk	(281-341-8697)
✓	Other:		✓	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

HDR | **CLAUNCH & MILLER**
Engineering Consultants

Invoice

Please send remittance with copy of invoice to
P. O. Box 3480
Omaha, NE 68103-0480

Jon # 05-8123-16

INVOICE FOR SERVICES

Client: Fort Bend County Community Development
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Attn: Marilynn Kindell, Director

INVOICE NO.: 33933-H

DATE: June 30, 2008
HDR Project No.: 82731
CMI Job No.: 06-106

RECEIVED
JUL 21 2008

Description of Services

Professional engineering services in connection with the City of Kendleton Wastewater System Project - No. B-01-UC-48-004, B-04-UC-48-004 and B-05-UC-48-004. Invoice in accordance with contracts dated September 26, 2006 and May 22, 2007. Total contract amount of $114,337.00. Invoice No. 15.

Preliminary Engineering $16,750.00 (Lump Sum)

% Complete	Total Due	Previously Invoiced	Amount Due This Invoice		
100%	$16,750.00	$16,750.00	$0.00	Total This Invoice: $	0.00

Smoke Testing $13,875.00 (Lump Sum)

% Complete	Total Due	Previously Invoiced	Amount Due This Invoice		
100%	$13,875.00	$13,875.00	$0.00	Total This Invoice: $	0.00

Smoke Testing Report Preparation $6,100.00 (Lump Sum)

% Complete	Total Due	Previously Invoiced	Amount Due This Invoice		
100%	$6,100.00	$6,100.00	$0.00	Total This Invoice: $	0.00

Railroad Permit Including Documentation and Drawings $2,700.00 (Lump Sum)

% Complete	Total Due	Previously Invoiced	Amount Due This Invoice		
100%	$2,700.00	$2,700.00	$0.00	Total This Invoice: $	0.00

Additional Services for the Railroad Permit
Costs for contract fee of $4,565.00 to
Kansas City Railway: Total to Date: $5,021.50 — Total This Invoice: $ 0.00

Survey Services for 711 L.F. of New Sanitary Sewer $4,785.00 (Hourly and Cost plus 10%)

This Invoice:	$ 0.00			
Previously Invoiced:	$4,785.00			
Billed to Date:	$4,785.00	Balance:$0.00	Total This Invoice: $	0.00

Metes and Bounds for New Utility Easements $4,862.00 (Hourly and Cost plus 10%)

This Invoice:	$			
Previously Invoiced:	$972.40			
Billed to Date:	$972.40	Balance:$3,889.60	Total This Invoice: $	0.00

TV Inspection $23,000.00 (Hourly and Cost plus 10%)

This Invoice:	$ 0.00			
Previously Invoiced:	$19,858.47			
Billed to Date:	$19,858.47	Balance:$3,141.53	Total This Invoice: $	0.00

Geotechnical $6,400.00 (Cost plus 10%)

This Invoice:	$ 0.00			
Previously Invoiced:	$5,767.30			
Billed to Date:	$5,767.30	Balance:$632.70	Total This Invoice: $	0.00

Reproduction $500.00 (Cost plus 10%)

This Invoice:	$ 0.00			
Previously Invoiced:	$500.00			
Billed to Date:	$500.00	Balance:$0.00	Total This Invoice: $	0.00

Vehicle Cost $100.00 ($.41 per mile)

This Invoice: @ .41 =	$			
Previously Invoiced:	$100.04			
Billed to Date:	$100.04	Balance:$0.00	Total This Invoice: $	0.00

Final Design Engineering $13,135.00 (Lump Sum)

% Complete	Total Due	Previously Invoiced	Amount Due This Invoice	
100%	$13,135.00	$13,135.00	$0.00	Total This Invoice: $ 0.00

Reproduction $1,000.00 (Cost plus 10%)

This Invoice:	$ 0.00			
Previously Invoiced:	$1,000.00			
Billed to Date:	$1,000.00	Balance:$0.00	Total This Invoice: $	0.00

Miscellaneous $500.00 (Hourly and Cost plus 10%)

This Invoice:	$0.00			
Previously Invoiced:	$0.00			
Billed to Date:	$0.00	Balance:$500.00	Total This Invoice: $	0.00

Vehicle Cost $70.00 ($.41 per mile)

This Invoice:	$			
Previously Invoiced:	$69.70			
Billed to Date:	$69.70	Balance:$.30	Total This Invoice: $	0.00

Bidding and Award Phase $3,880.00 (Lump Sum)

% Complete	Total Due	Previously Invoiced	Amount Due This Invoice	
100%	$3,880.00	$3,880.00	$0.00	Total This Invoice: $ 0.00

Construction Phase $7,750.00 (Lump Sum)

% Complete	Total Due	Previously Invoiced	Amount Due This Invoice	
80%	$6,200.00	$6,200.00	$0.00	Total This Invoice: $ 0.00

Weekly Site Visits $6,400.00 (Hourly and Cost plus 10%)

LABOR	RATE	HOURS THIS INVOICE	TOTAL THIS PERIOD	HOURS PREVIOUS INVOICE	HOURS TO DATE	TOTAL TO DATE
John Rudloff	$194.08		$	2.00	2.00	$ 388.16
Kerry Lackey	$102.65		$	25.00	25.00	$2,560.19
Bobby Vasek	$61.92		$	29.15	19.50	$1,202.48
		Subtotal:	$			$4,150.83

Total This Invoice: $ 0.00

Pre and Post TV Tape Evaluation $1,780.00 (Hourly and Cost plus 10%)

LABOR	RATE	HOURS THIS INVOICE	TOTAL THIS PERIOD	HOURS PREVIOUS INVOICE	HOURS TO DATE	TOTAL TO DATE
Jose Velásquez	$79.59	5.75	$457.64	20.00	25.75	$2,025.92
		Subtotal:	$457.64			$2,025.92

Total This Invoice: $ 457.64

Vehicle Cost $750.00 ($.41 per mile)
This Invoice: @ $. $
Previously Invoiced: $341.12
Billed to Date: $341.12 Balance:$408.88

Total This Invoice: $ 0.00

Total Amount Due This Invoice: $457.64

Amount Invoiced to Date: $106,232.28

AGENDA ITEM 14

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 7/22/08	Submitted By: Vicki. Worsham
Court Agenda Date: 8/~~05~~/08	Department: CONSTABLE 4
	Phone Number: 281-242-4014

SUMMARY OF ITEM: Accept grant funding in the amount of $5,000 from the Texas Comptroller for the Statewide Tobacco Education program (STEP) for use from September 1, 2009 through August 31, 2009, with no match required by Fort Bend County.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached: Texas Comptroller's 2009 Tobacco Grant Acceptance Agreement and Compliance Standards

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE: Fund: Agency:_____ Organization:_____ Object: _____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

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

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☑ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☑	Auditor	(281-341-3774)	☑	Comm. Pct. 1	(281-342-0587)
☑	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
☑	Facilities/Planning	(281-633-7022)	☑	Comm. Pct. 3	(281-242-9060)
☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☑	Other: Human Resources		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

COUNTY JUDGE
RECEIVED
JUL 23 2008

8-1-08 copy received

SUSAN COMBS

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US

July 11, 2008

Chief Deputy Chad G. Norvell
Fort Bend County Constable's Office, Precinct 4
12919 Dairy Ashford Road, Suite 300
Sugar Land, Texas 77478-3286

Dear Chief Norvell:

Your department has been awarded a Tobacco Compliance grant in the amount of $5,000 under the provisions of the Texas Health & Safety Code Ann. Sec. 161.088(b) for fiscal 2009 beginning Sept. 1, 2008. However, in the past fiscal year your department did not comply with all of the Enforcement requirements as stated in the Grant Acceptance Agreement. For this reason, this grant is being awarded on a conditional basis.

As a conditional grantee, you will receive half of your grant funds in September 2008. If a review of your activities and expenditures during the first two quarters indicates substantial compliance with grant requirements, you will be sent the remaining amount of the grant funds. Failure to comply with the grant requirements will result in a loss of the opportunity to receive additional grant funds for the 2009 fiscal year. Enclosed you will find the 'Grant Acceptance Agreement and Compliance Standards' form and the Scope of Work. Please review these documents thoroughly.

To accept your grant award, please have an authorized official of your department sign and return the agreement by the due date noted. Your grant funds will be mailed upon receipt of the agreement. Please keep a copy of the Acceptance Agreement. It is not necessary to return a copy of the Scope of Work. If you choose ***not*** to accept this grant, please write 'declined' on the agreement. The agreement should be returned by Aug. 11, 2008 and mailed to the following address:

Texas Comptroller of Public Accounts
Attention: Carol Lauder
P.O. Box 13528
Austin, Texas 78711-3528

Each grantee must begin implementation of the grant provisions, as outlined in the Acceptance Agreement and the Scope of Work, within 30 days of attending a technical assistance workshop. Attendance at a grant workshop is mandatory. Any exception to these requirements will require review and written approval by the Comptroller or the Comptroller's designee.

The technical assistance workshops will be presented by the Comptroller's office and Texas Statewide Tobacco Education and Prevention (Texas STEP) program. The workshop encompasses tobacco enforcement and compliance education requirements. It will also cover activity and financial reporting, expenditure requirements, as well as the latest information concerning the issue of tobacco and minors in Texas. Expenses related to attending this workshop are covered by this grant using the 'Education' budget category. Texas STEP will mail the workshop information to grantees so you can make the appropriate arrangements to attend.

If you have any questions regarding this letter, please contact Texas STEP at (888) 783-7123.

Sincerely,

Frances Torres
Manager, Account Maintenance Division

Enclosures

cc: Carol Lauder
Texas STEP

Texas Comptroller's 2009 Tobacco Compliance Grant
Scope of Work
Local Law Enforcement Grantee Requirements

Contract funds shall be used to support the enforcement, compliance education, and reporting of activities related to the grants as follows: Sixty percent (60%) of the effort of all grant activities shall be focused on Retailer Controlled Buys ("stings"), twenty percent (20%) shall be focused on Retailer Compliance Inspections, fifteen percent (15%) shall be focused on Retailer and Judicial Education, five percent (5%) is available to cover reporting costs. Grantee shall follow program requirements outlined in Sections A, B and C.

A. Grant Activities – Controlled Buys (60%), Compliance Inspections (20%), Retailer and Judicial Education (15%), Reporting of Activities (5%.)

- Grantee shall conduct tobacco education for retailers for the purpose of reducing youth access to tobacco products, and to ensure compliance with the Health and Safety Code, Chapter 161 – Subchapters H, K, and N.

- Grantee shall conduct tobacco education for each local court in the city and/or county to which Grantee submits citations for tobacco law violations and which may assist in obtaining information concerning the final disposition of citations written in accordance with Health and Safety Code Chapter 161 – Subchapters H, K, and N.

- Grantee shall conduct on-site compliance inspections of tobacco retailers, not using minors as decoys, which may result in the issuance of citations for violations in accordance with the Health and Safety Code, Chapter 161 – Subchapters H and K.

- Grantee shall conduct on-site controlled buys/stings of tobacco retailers using minors as decoys, to determine compliance with applicable laws in accordance with Health and Safety Code, Chapter 161 – Subchapter H.

- Grantee shall conduct follow-up inspections of tobacco retailers found to be in violation of state laws concerning tobacco in Grantee's jurisdiction.

- Grantee shall conduct follow-up activities on complaints sent to Grantee concerning tobacco law violations within Grantee's jurisdiction.

- Grantee shall submit reports to Comptroller contractor for the Texas Statewide Tobacco Education and Prevention (Texas STEP) initiative (as noted in "C" below.)

B. Additional Program Requirements

- Grantee shall designate staff to attend the Technical Assistance Training provided by the Comptroller's contractor for Texas STEP, concerning the recommended protocols for performing compliance education and enforcement activities, appropriate use of grant funds, and reporting requirements. This training relates to controlled buys, compliance inspections, compliance education, financial reporting and other duties as prescribed by Senate Bill 55, 75th Legislature. Grantee shall comply with all applicable state and federal laws, regulations, and guidelines.

- Grantee shall ensure attendance at training events by local law enforcement officer(s) responsible for conducting the tobacco compliance education and enforcement activities who can return to the department and train other officers and staff on the grant requirements and procedures covered in the training.

-over-

- Grantee shall ensure attendance at training events by the person(s) designated to file reports concerning finances, compliance education activities, inspection activities and controlled buy activities (if different from the officer attending), if at all possible.

- No more than three Grantee department representatives are permitted to simultaneously attend grant training without prior permission from the Comptroller's office. Attendance at the grant training workshop is an eligible grant expenditures in the compliance education budget category.

- Grantee shall conduct training for each judicial/court in the city and/or the county.

- Grantee shall make a good faith effort to follow the protocols recommended for enforcing tobacco laws.

- Grantee shall comply with all requirements imposed by Comptroller concerning special requirements of law, program requirements, and other administrative requirements.

C. Reporting Requirements

- Monthly Reporting – Grantee shall submit the following reports monthly, using the appropriate reporting forms provided by Texas STEP.

  - All monthly "Minor in Possession of Tobacco Summary" reports shall be submitted to Texas STEP by the 10th of the month immediately following the month in which the activities occurred. The reports should be mailed to Texas STEP, P.O. Box 1328, San Marcos, Texas 78667, or faxed to (512) 245-8066.

  - The "Compliance Inspection and Controlled Buy/STING" reports shall be submitted to Texas STEP by the 10th of the month immediately following the month in which the activities occurred. The reports should be mailed to Texas STEP, P.O. Box 1328, San Marcos, Texas 78667, or faxed to (512) 245-8066.

- Quarterly Reporting – Grantee shall submit the following reports quarterly, using the appropriate reporting forms provided by Texas STEP.

  - The Compliance Education Quarterly Summary Report, by the 15th of the month immediately following the quarter in which the activities occurred. These shall be mailed to Texas STEP, P.O. Box 1328, San Marcos, Texas 78667, or faxed to 512-245-8066.

  - The Financial Status Report, by the 15th of the month immediately following the quarter in which the activities occurred. These shall be mailed to Texas STEP, P.O. Box 1328, San Marcos, Texas 78667, or faxed to 512-245-8066.

- Recordkeeping – Grantee shall maintain specific and accurate financial records including receipts for all expenditures, copies of all enforcement reports including all citations issued, as well as any other detailed documentation of all enforcement, education, and grant communication activities, such as certified mail receipts or fax confirmation sheets, which are reported for and funded by this grant. If requested by the Comptroller's office, Grantee shall provide copies of said records.

TEXAS COMPTROLLER'S 2009 TOBACCO GRANT
ACCEPTANCE AGREEMENT AND COMPLIANCE STANDARDS

By this Agreement, Fort Bend County Constable's Office, Precinct 4 (hereinafter 'Grantee') hereby agrees and certifies that Grantee shall comply with all requirements in the *2009 Scope of Work* provided to Grantee contemporaneously with this Agreement and all applicable provisions of the Uniform Grant and Contract Management Standards (UGCMS) promulgated by the Office of the Governor pursuant to the Uniform Grant and Contract Management Act, Chapter 783, Government Code. A copy of the UGCMS may be obtained from the Office of the Governor, at: http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc.

Grantee acknowledges that appropriate approvals have been obtained from its governing body (city council or county commissioners' court) to accept and utilize all grant funds as specified in this Agreement.

Grantee shall use or expend grant funds exclusively for the following tobacco compliance and enforcement activities, unless directed otherwise by the Office of the Comptroller of Public Accounts.

- Grantee shall provide compliance education to each local court involved in adjudicating grant agency's tobacco-related citations.
- Grantee shall provide on-going and consistent compliance education to tobacco retailers and local court personnel concerning the tobacco laws.
- Grantee shall provide an ongoing and consistent enforcement initiative that utilizes on-site compliance inspections of cigarette or tobacco retail outlets by law enforcement and other officers and fully acknowledges that the foregoing may result in the issuance of citations.
- Grantee shall provide an on-going and consistent enforcement initiative that utilizes on-site controlled buys at cigarette or tobacco permitted retail outlets by officers, using minors as decoys (i.e., 'stings'), that may result in the issuance of citations.
- Grantee shall allocate grant fund expenditures for enforcement and compliance activities as recommended by the Comptroller's office.
- Grantee shall provide monthly enforcement activity reports and quarterly compliance education and financial status reports to the Comptroller's contractor for the Texas Statewide Tobacco Education and Prevention (Texas STEP) initiative.

Approval of grant funding, based on the application submitted by the prospective Grantee or agency, does not constitute approval of any or all plans or requests as listed in the submitted application. Appropriate use of grant funds and proper protocols for education and enforcement activities will be covered in the grant training.

Comptroller reserves the right, under this Agreement, to amend the terms of the Agreement at any time and to impose additional requirements on Grantee.

Grantee understands and acknowledges that failure to comply with the terms of this Agreement, including grant usage restrictions, or with any applicable state or federal law or regulation, shall result in the forfeiture of grant funds. Upon forfeiture, Grantee shall also be responsible for the return of the full amount of the original grant to the Comptroller.

This grant award is in the amount of $5,000 and covers the period from Sept. 1, 2008 through Aug. 31, 2009. Grantee shall return all unexpended grant funds within 45 days of the close of this grant period.

Robert Hebert, County Judge
Name and Title of Official authorized to accept grant funds on behalf of County or Municipality *(Please print)*

Fort Bend County
Department or Agency Name

Signature of Authorized Official

8/6/08
Date

FEI Number **(required)**

AGENDA ITEM
15

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted 07-30-08 Submitted By: JOHN HEALEY

Department: DISTRICT ATTORNEY 4801

Court Agenda Date: 08-~~05~~-08 Phone Number: 281-341-4473

SUMMARY OF ITEM: RESCIND ITEM 11 B. FROM COMMISSIONERS COURT AGENDA WHICH WAS APPROVED DATED JULY 22, 2008, TO BE PRESENTED AT A LATER DATE.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO X☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO X☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X☐ NO ☐

FUNDING SOURCE:

Account Number:

COUNTY JUDGE'S OFFICE
RECEIVED
JUL 30 2008

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

X☐	Auditor	(281-341-3774)	X☐	Comm. Pct. 1	(281-342-0587)
X☐	Budget Officer	(281-344-3954)	X☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	X☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	X☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	X☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

16A

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/22/08	**Submitted By:Paulette Batts**
Court Agenda Date: 08/05/08	**Department: Engineering**
	Phone Number: (281) 633-7507

SUMMARY OF ITEM: Approve Payment of Invoice No. 5309 (Pay Estimate No. 1) in the amount of $12,093.00 to Othon, Inc. regarding expansion of Ransom Road (from River Park to Main Street in FBC and Richmond,Texas),Mobility Bond Project #747, Precinct 1.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

OTHON

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

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

CONSULTING ENGINEERS
Civil, Transportation, Environmental,
Construction Management

July 11, 2008

P.O.# 15769

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

Attn: D. Jesse Hegemier

Sequence No.	1
Invoice No.	5309
Project:	Ransom Rd. Widening, Pct. 1.
Project No.	08229846
FBC Project No.	747
SPI N0.	300701.08

Engineering Services through June 30, 2008
Ransom Road: From River Park to Main Street in Fort bend County and Richmond Texas

Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
WA #1 Presentation to Court $5,000.00	0%	0.00	$0.00	$0.00
PER Update $24,186.00	50%	12,093.00	$0.00	$12,093.00
WA #2 Richmond Extension $9,204.00	0%	0.00	$0.00	$0.00

Total Due This Invoice $12,093.00

Thank You
Othon,Inc.

for James G. Darden, P.E.
Chief Engineer Transportation

PLEASE RETURN A COPY OF THE INVOICE WITH PAYMENT.

RANSOM ROAD

WORK AUTHORIZATION # 1

JUNE PROGRESS REPORT

SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of engineering services to be provided by the Engineer shall consist of completing the project engineering for widening approximately 2.7 miles of Ransom Road in Fort Bend County, Texas. The engineering services FOR Work Authorization #1 shall be for the PER update and the preparation of a power point presentation to the Fort Bend County Commissioners Court.

Engineering Services:

Project Management

50% Complete

Continued coordination with County prime consultant (SPI)

Update Schematic / PER

70%Complete

Schematic updated in area of Pilgrim Church

Received courthouse complex layout and updating schematic to include access design

Commissioners Court Presentation

70% Complete

All slides prepared except courthouse complex and from WA#2 Richmond Extension analysis

Coordination

50% Complete

Coordinating with Fort Bend County Development Office (Don Brady) in design of courthouse complex.

Proposed Tasks

Meeting scheduled with Don Brady on July 17, 2008 to discuss courthouse design and access needs.

Complete Schematic update

OTHON

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

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

CONSULTING ENGINEERS
Civil, Transportation, Environmental,
Construction Management

July 11, 2008

P.O. # 15769

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

Attn: D. Jesse Hegemier

Sequence No.	1
Invoice No.	5309
Project:	Ransom Rd. Widening, Pct. 1.
Project No.	08229846
FBC Project No.	747
SPI N0.	300701.08

Engineering Services through June 30, 2008
Ransom Road: From River Park to Main Street in Fort bend County and Richmond Texas

Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
WA #1 Presentation to Court $5,000.00	0%	0.00	$0.00	$0.00
PER Update $24,186.00	50%	12,093.00	$0.00	$12,093.00
WA #2 Richmond Extension $9,204.00	0%	0.00	$0.00	$0.00

Total Due This Invoice **$12,093.00**

Thank You
Othon, Inc.

for James C. Darden, P.E.
Chief Engineer Transportation

PLEASE RETURN A COPY OF THE INVOICE WITH PAYMENT.

16 B

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/23/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 08/05/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. CB030539-01 in the amount of $7,498.38 to Carter & Burgess for actual rates regarding Fort Bend County Mobility Projects, Precincts 1,2,3,&4. (Fund: Mobility Bonds) P.O. 04300002361

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Carter Burgess

Invoice Date: 7/15/08

Invoice No.: CB030539-01

Project No(s). CB030539

TERMS: 15 DAYS
Subject to 1.5% Interest
After 15 Days

Fort Bend County
P.O. Box 1449
Rosenberg, TX 77471-1449

Attn: Jesse Hegemier, P.E.

INVOICE

REFERENCE: **On Call Services - Fort Bend County Engineering Department**

Project: Fort Bend County Mobility Projects

Services Rendered through May 23, 2008

Employee Name	Title	Hours	Rate	Total
Program Management				
Hoyt Brown	Project Engineer	14.50	$98.00	$1,421.00
Rick Bates	Sr. Project Coordinator	3.00	$98.40	$295.20
Michael Keck	Sr. Engineer	1.00	$134.99	$134.99
Randy Peacock	Project Surveyer (RPLS)	7.00	$147.36	$1,031.52
Daryl Driver	Sr. Survey Technician	19.50	$68.86	$1,342.77
Jeffrey Rocka	Party Chief II	4.00	$66.33	$265.32
Douglas Geters	Party Chief II	16.00	$63.03	$1,008.48
Matthew Marquis	Instrument Operator 1	16.00	$41.63	$666.08
Armando Gayton	Rod Operator	16.00	$27.82	$445.12
	Subtotal Labor	**97.00**		**$6,610.48**
Westpark Schematic				
Michael Wymore	Engineer Intern	10.00	$85.70	$857.00
	Subtotal Labor	**10.00**		**$857.00**
Westpark Survey				
	Subtotal Labor	**0.00**		**$0.00**
	Total Labor	**107.00**		**$7,467.48**
Reimbursable Expenses				
Courthouse Direct (project expense)				$30.90
	Subtotal Expenses			**$30.90**

INVOICE AMOUNT **$7,498.38**

Amount Previous Billed:	$1,247,064.22
Current Invoice Amount:	$7,498.38
Total Invoiced to Date:	$1,254,562.60

CARTER & BURGESS, INC. APPROVAL:

John C. Holzwarth, P.E.

APPROVED

Please Mail To above. Please reference invoice number on all payments.
Remit To: Carter & Burgess, Inc., P.O. Box 73350, Fort Worth, TX 76182-0350
For Wire Payments Please Contact Texas Bank at [illegible] Credit Card & Online Payments Please Contact

Detail Project Charges

Services Rendered through May 23, 2008

Project Number: **030539.010**
Project Name: Fort Bend County General Eng.
Project Manager: John C. Holzwarth, P.E.
Owning Organization: 1.90.03

Client Name: **Fort Bend County**
Attn: Jesse Hegemier, P.E
P.O. Box 1449
Rosenberg, TX 77471-14 CB030539-01

07/15/08

Contract Type: Time + Materials

Phone Number: 281-342-3039 ext. 132

PERF ORG	EMPL/ VEND ID	EMPLOYEE NAME/ VENDOR NAME	WEEK ENDING	HOURS	BILLING RATE	TOTAL BILLABLE
1.90.03	93441	HOYT BROWN	04/04/2008	4.00	98.00	392.00
1.90.03	93441	HOYT BROWN	04/11/2008	4.00	98.00	392.00
1.90.03	93441	HOYT BROWN	04/18/2008	4.50	98.00	441.00
1.90.03	93441	HOYT BROWN	04/25/2008	2.00	98.00	196.00
				14.50		**1,421.00**
1.90.03	05030	BATES, RICHARD		3.00	98.40	295.20
				3.00		**295.20**
1.90.03	85550	KECK, MICHAEL	05/16/2008	1.00	134.99	134.99
				1.00		**134.99**
1.90.03	33972	WYMORE, MICHAEL	04/11/2008	1.00	85.70	85.70
1.90.03	33972	WYMORE, MICHAEL	04/18/2008	4.00	85.70	342.80
1.90.03	33972	WYMORE, MICHAEL	04/25/2008	3.00	85.70	257.10
1.90.03	33972	WYMORE, MICHAEL	05/02/2008	2.00	85.70	171.40
				10.00		**857.00**
1.90.03	61520	PEACOCK, RANDY	04/18/2008	4.00	147.36	589.44
1.90.03	61520	PEACOCK, RANDY	05/02/2008	2.00	147.36	294.72
1.90.03	28021	COUSINS, DAVID	05/09/2008	1.00	147.36	147.36
				7.00		**1,031.52**
1.90.03	15780	DRIVER, DARRYL	04/11/2008	6.00	68.86	413.16
1.90.03	15780	DRIVER, DARRYL	04/18/2008	1.50	68.86	103.29
1.90.03	15780	DRIVER, DARRYL	04/25/2008	4.00	68.86	275.44
1.90.03	15780	DRIVER, DARRYL	05/02/2008	8.00	68.86	550.88
				19.50		**1,342.77**
1.90.03	05831	GAYTAN, ARMANDO		16.00	27.82	445.12
				16.00		**445.12**
1.90.03	33010	MARQUIS, MATTHEW	04/18/2008	16.00	41.63	666.08
				16.00		**666.08**
1.90.03	42330	ROCKA, JEFFREY	04/18/2008	4.00	66.33	265.32
				4.00		**265.32**
1.90.03	89290	GETERS, DOUGLAS	04/18/2008	16.00	63.03	1,008.48
				16.00		**1,008.48**
		Subtotal for Task 1.0110				**7,467.48**

Detail Project Charges

Services Rendered through May 23, 2008

Project Number:	**030539.010**	Client Name:	**Fort Bend County**	
Project Name:	Fort Bend County General Eng.		**Attn: Jesse Hegemier, P.I**	**06/25/2008**
Project Manager:	John C. Holzwarth, P.E.		**P.O. Box 1449**	
Owning Organization:	1.90.03		**Rosenberg, TX 77471-14 CB030539-01**	
Contract Type:	Time + Materials	Phone Number:	281-342-3039 ext. 132	

PERF ORG	EMPL/ VEND ID	EMPLOYEE NAME/ VENDOR NAME	WEEK ENDING	HOURS	BILLING RATE	TOTAL BILLABLE

TASK: 1.0390 **TASK NAME: EXPENSES**

PERF ORG	VEND ID	VENDOR NAME	Date	BILLABLE
1.90.03	33972	COURTHOUSEDIRECT.COM	05/02/2008	$30.90
			SUBTOTAL EXPENSES	**$30.90**

******Note: Charges do not include Sales Tax******

Total for Project Number 030539.010	**$7,466.39**

Carter Burgess

16C

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/23/08

Court Agenda Date: 08/~~05~~16/08

Submitted By: Paulette Batts
Department: Engineering
Phone Number: (281) 633-7507

SUMMARY OF ITEM: Approve Pay Estimate No. 5 in the amount of $568,432.79 to Texas Sterling Construction regarding SH99 Northbound Frontage Road from FM1093 to Fry Road, Precinct 3. (Fund: Engineering-Mobility Bonds) Lawson P.O.# 10327

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Texas Sterling Construction

20810 Fernbush
Houston, TX 77073
281-821-9091

Estimate and Certification of Payment

PROJECT: SH 99 Northbound Frontage Road from FM 1093 to Fry Road

OWNER: Fort Bend County
ADDRESS: 1124 Blume Road
Rosenburg, TX 77471

Attn.: Mr. Louis E. Hood, P.E.

Estimate No.:	5
P.O. No.:	10327
Start Date:	2/11/2008
Current Contract Completion Date:	11/6/2008
Estimate Cut Off Date:	6/25/2008
Date of Estimate:	6/27/2008

Initial Contract Time	270 Cal. Days
Current Approved Extensions +/-	0
Previous Approved Extensions +/-	0
Total Contract Time	270 Cal. Days
Spent Days	136
Days Remaining	135
Rain Days to Date	14 Days

A. Contract Amount to Date:
1. Contract Price: $4,190,551.63
2. Approved Change Orders:

Total Change Orders to Date: $44,927.81

Total Contract Amount: $4,235,479.44

B. Earnings to Date:
1. Previous Work Completed: 50.02% Previous Earnings: $2,817,955.00
2. Work Completed This Period: 84.16% Earnings This Period: $568,432.79
3. Materials on Site: $0.00

Total Earnings: $3,564,618.73

C. Reductions:
1. Retainage: 5.00% of $3,564,618.73 $178,230.94

Total Payments Due: $3,386,387.79

Less Previous Payments: $2,817,955.00

Total Amount Due Contractor This Estimate: $568,432.79

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared By: _____ Date: 1 July '08
Contractor

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved By: _____ Date: 7-7-08
(Engineer) Project Representative:

Approved By: _____ Date: 7-12-08
(Engineer) Engineer:

Approved By: Louis E. Hood Date: 7-16-08
(County) Engineer:

FBCED

Texas Sterling Construction
20810 Fernbush
Houston, TX 77073

Date: 7/1/2008

Client: Fort Bend County
P.O. No.: 10327

TSC Project No. 0728

Monthly Pay Estimate

SH 99 N.B. Frontage Road

Pay Period from 4/26/2008 to 5/25/2008

Item #		Description	Units	Contract Amount			Previous Quantity Complete	Quantity Completed this Period	Quantity Complete to Date	Total Amount Complete to Date	Percent Complete	Quantity to Complete
				Quantity	Unit Price	Total						
1	2002	PREPARING ROW	STA	37.50	$6,370.00	$238,875.00	35.5	2	37.5	$238,875.00	100.00%	0.00
2	2001	REMOVING CONC (PAV)	SY	6,601.00	$2.00	$13,202.00	1383.3	1511.82	2895.12	$5,790.24	43.86%	3,705.88
3	2009	REMOVING CONC (RIP-RAP)	SY	494.00	$10.00	$4,940.00	494	0	494	$4,940.00	100.00%	0.00
4	2021	REMOVING CONC (CURB)	LF	751.00	$0.50	$375.50	751	0	751	$375.50	100.00%	0.00
5	2018	REMOVING STAB BASE & ASPH PAV (7")	SY	7,416.00	$2.00	$14,832.00	1486.47	1630.86	3117.33	$6,234.66	42.04%	4,298.67
6	2001	EXCAVATION (ROADWAY)	CY	7,623.00	$5.00	$38,115.00	4979.89	533.33	5513.22	$27,566.10	72.32%	2,109.78
7	2006	EMBANKMENT (FINAL) (DENS CONT) (TY C)	CY	16,953.00	$2.50	$42,382.50	16237.47	509.5	16746.97	$41,867.43	98.78%	206.03
8	2017	COMPOST MANUF TOPSOIL (BIP) (4")	SY	19,399.00	$1.00	$19,399.00	0	0	0	$0.00	0.00%	19,399.00
9	2002	BLOCK SODDING	SY	2,298.00	$2.00	$4,596.00	0	0	0	$0.00	0.00%	2,298.00
10	2003	STRAW OR HAY MULCH	SY	62,793.00	$0.10	$6,279.30	0	15488	15488	$1,548.80	24.67%	47,305.00
11	2037	DRILL SEEDING (PERM) (URBAN) (SANDY)	SY	19,399.00	$0.10	$1,939.90	0	15488	15488	$1,548.80	79.84%	3,911.00
12	2051	DRILL SEED (TEMP) (WARM OR COOL)	SY	43,394.00	$0.10	$4,339.40	0	0	0	$0.00	0.00%	43,394.00
13	2001	FERTILIZER	AC	5.49	$339.00	$1,861.11	0	3.2	3.2	$1,084.80	58.29%	2.29
14	2001	VEGETATIVE WATERING	MG	659.00	$10.00	$6,590.00	0	200	200	$2,000.00	30.35%	459.00
15	2006	LIME TRT (EXST MATL) (6")	SY	16,968.00	$2.25	$38,178.00	14518.34	0	14518.34	$32,666.27	85.56%	2,449.66
16	2012	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY)	TON	229.10	$117.00	$26,804.70	229.1	0	229.1	$26,804.70	100.00%	0.00
17	2224	CEM TRT (PLNT MX) (CL N) (TY E) (GR 4) (6")	SY	16,968.00	$7.00	$118,776.00	14255.04	0	14255.04	$99,785.28	84.01%	2,712.96
18	2017	ASPHALT STAB BASE (GR 4) (PG 64)	TON	933.20	$75.00	$69,990.00	736.33	14.81	751.14	$56,335.50	80.49%	182.06
19	2003	CONC PVMT (CONT REINF-CRCP) (10")	SY	14,885.00	$40.00	$595,400.00	12553.4	193.32	12746.72	$509,868.80	85.63%	2,138.28
20	2003	STRUCT EXCAV (PIPE)	CY	12,788.00	$1.00	$12,788.00	10680.06	0	10680.06	$10,680.06	83.52%	2,107.94
21	2005	CEM STABIL BKFL	CY	3,476.00	$25.00	$86,900.00	3476	0	3476	$86,900.00	100.00%	0.00
22	2001	TRENCH EXCAVATION PROTECTION	LF	3,654.00	$1.00	$3,654.00	3654	0	3654	$3,654.00	100.00%	0.00
23	2003	DRILL SHAFT (30")	LF	2,751.00	$100.00	$275,100.00	2625	126	2751	$275,100.00	100.00%	0.00
24	2006	DRILL SHAFT (48")	LF	21.00	$400.00	$8,400.00	0	0	0	$0.00	0.00%	21.00
25	2001	RIP-RAP (CONC) (4 IN)	CY	124.00	$475.00	$58,900.00	48.93	73.58	122.51	$58,192.25	98.80%	1.49
26	2002	RIP-RAP (CONC) (5 IN)	CY	44.70	$310.00	$13,857.00	0	8.8	8.8	$2,728.00	19.69%	35.90
27	2033	RIP-RAP (STONE COMMON) (DRY) (12 IN)	CY	168.00	$75.00	$12,600.00	0	0	0	$0.00	0.00%	168.00
28	2007	CONC BOX CULV (5 FT X 3 FT)	LF	1,089.00	$161.00	$175,329.00	1089	0	1089	$175,329.00	100.00%	0.00
29	2019	CONC BOX CULV (8 FT X 4 FT)	LF	1,545.00	$285.00	$440,325.00	1545	0	1545	$440,325.00	100.00%	0.00
30	2021	CONC BOX CULV (8 FT X 6 FT)	LF	284.00	$340.00	$96,560.00	229	0	229	$77,860.00	80.63%	55.00
31	2005	RC PIPE (CL III) (24 IN)	LF	558.00	$75.00	$41,850.00	493	0	493	$36,975.00	88.35%	65.00
32	2009	RC PIPE (CL III) (36 IN)	LF	34.00	$120.00	$4,080.00	34	0	34	$4,080.00	100.00%	0.00
33	2013	RC PIPE (CL III) (60 IN)	LF	247.00	$155.00	$38,285.00	48	0	48	$7,440.00	19.43%	199.00
34	2001	INLET (COMPL) (TY C)	EA	3.00	$3,900.00	$11,700.00	3	0	3	$11,700.00	100.00%	0.00
35	2011	INLET (COMPL) (TY AD)	EA	6.00	$3,900.00	$23,400.00	6	0	6	$23,400.00	100.00%	0.00
36	2019	INLET (STAGE II) (TY C)	EA	1.00	$2,100.00	$2,100.00	0	1	1	$2,100.00	100.00%	0.00
37	2098	INLET (COMPL) (TY C1)	EA	10.00	$5,600.00	$56,000.00	5	3	8	$44,800.00	80.00%	2.00
38	2099	INLET (COMPL) (TY C1) (STAGE II)	EAA	1.00	$2,000.00	$2,000.00	0	1	1	$2,000.00	100.00%	0.00
39	2152	MANH (COMPL) (RISER ONLY)	EA	5.00	$2,150.00	$10,750.00	2	3	5	$10,750.00	100.00%	0.00
40	2255	INLET (COMP) (TY AZ2G)	EA	3.00	$6,500.00	$19,500.00	3	0	3	$19,500.00	100.00%	0.00
41	2022	WINGWALL (FW-0) (HW=6 FT)	EA	1.00	$6,600.00	$6,600.00	0	1	1	$6,600.00	100.00%	0.00
42	2006	ADJUST INLET (CAP)	EA	1.00	$2,050.00	$2,050.00	0	1	1	$2,050.00	100.00%	0.00
43	2002	REMOV STR (INLET)	EA	5.00	$1,020.00	$5,100.00	3	2	5	$5,100.00	100.00%	0.00
44	2003	REMOV STR (MANHOLE)	EA	1.00	$1,020.00	$1,020.00	1	0	1	$1,020.00	100.00%	0.00
45	2005	REMOV STR (WINGWALL)	EA	2.00	$2,050.00	$4,100.00	2	0	2	$4,100.00	100.00%	0.00
46	2007	REMOV STR (PIPE)	LF	300.00	$20.00	$6,000.00	300	0	300	$6,000.00	100.00%	0.00
47	2008	REMOV STR (BOX CULVERT)	LF	1,164.00	$25.00	$29,100.00	1047	117	1164	$29,100.00	100.00%	0.00
48	2001	MOBILIZATION	LS	1.00	$400,000.00	$400,000.00	0.9	0	0.9	$360,000.00	90.00%	0.10
49	2001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	12.00	$500.00	$6,000.00	4	1	5	$2,500.00	41.67%	7.00
50	2001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	83.00	$33.00	$2,739.00	27	0	27	$891.00	32.53%	56.00

Texas Sterling Construction
20810 Fernbush
Houston, TX 77073

Date: 7/1/2008

Client: Fort Bend County
P.O. No.: 10327

TSC Project No. 0728

Monthly Pay Estimate

SH 99 N.B. Frontage Road

Pay Period from 4/26/2008 to 5/25/2008

Item #		Description	Units	Contract Amount			Previous Quantity Complete	Quantity Completed this Period	Quantity Complete to Date	Total Amount Complete to Date	Percent Complete	Quantity to Complete
				Quantity	Unit Price	Total						
51	2009	ROCK FILTER DAMS (REMOVE)	LF	83.00	$18.00	$1,494.00	0	0	0	$0.00	0.00%	83.00
52	2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	22.00	$13.00	$286.00	22	0	22	$286.00	100.00%	0.00
53	2019	CONSTRUCTION EXITS (REMOVE)	SY	22.00	$8.00	$176.00	0	0	0	$0.00	0.00%	22.00
54	2031	SANDBAGS FOR EROSION CONTROL	EA	48.00	$10.00	$480.00	0	48	48	$480.00	100.00%	0.00
55	2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	4,188.00	$1.55	$6,491.40	1986	108	2094	$3,245.70	50.00%	2,094.00
56	2002	CONSTRUCTION DETOURS	SY	804.00	$65.00	$52,260.00	804	0	804	$52,260.00	100.00%	0.00
57	2009	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	20.00	$58.00	$1,160.00	0	20	20	$1,160.00	100.00%	0.00
58	2017	PORT CTB (DES SOURCE) (LOW PROF) (TY 1)	LF	1,020.00	$7.00	$7,140.00	0	0	0	$0.00	0.00%	1,020.00
59	2035	PORT CTB (STKPL) (LOW PROF) (TY 1)	LF	1,020.00	$7.00	$7,140.00	0	1000	1000	$7,000.00	98.04%	20.00
60	2045	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	20.00	$18.00	$360.00	0	0	0	$0.00	0.00%	20.00
61	2046	PORT CTM (MOVE) (SAFETY SH) (TY P&P)	LF	1,740.00	$2.00	$3,480.00	300	1440	1740	$3,480.00	100.00%	0.00
62	2047	PORT CTM (STKPL) (SAFETY SH) (TY P&P)	LF	3,780.00	$7.00	$26,460.00	420	90	510	$3,570.00	13.49%	3,270.00
63	2068	PORT CTB (DES SOURCE) (SAFETY SH) (TY P&P)	LF	3,780.00	$7.00	$26,460.00	3600	0	3600	$25,200.00	95.24%	180.00
64	2005	PERM CONC TRF BARR (SGL SLP) (TY 2) (42")	LF	210.00	$55.00	$11,550.00	0	0	0	$0.00	0.00%	210.00
65	2006	CONC CURB (MONO) (TY II)	LF	8,945.00	$3.00	$26,835.00	0	8530.5	8530.5	$25,591.50	95.37%	414.50
66	2001	MTL W-BEAM GD FEN (TIM POST)	LF	87.50	$23.50	$2,056.25	0	0	0	$0.00	0.00%	87.50
67	2001	REMOVING METAL BEAM GUARD FENCE	LF	25.00	$4.00	$100.00	0	25	25	$100.00	100.00%	0.00
68	2002	REMOVING TERMINAL ANCHOR SECTION	EA	1.00	$160.00	$160.00	0	1	1	$160.00	100.00%	0.00
69	2001	GUARDRAIL END TREATMENT (INSTALL)	EA	1.00	$2,225.00	$2,225.00	0	0	0	$0.00	0.00%	1.00
70	2003	GUARDRAIL END TREATMENT (REMOVE)	EA	1.00	$315.00	$315.00	0	1	1	$315.00	100.00%	0.00
71	2001	CRASH CUSH ATTEN (INSTL)	EA	3.00	$20,500.00	$61,500.00	1	0	1	$20,500.00	33.33%	2.00
72	2002	CRASH CUSH ATTEN (MOVE & RESET)	EA	2.00	$2,075.00	$4,150.00	0	0	0	$0.00	0.00%	2.00
73	2003	CRASH CUSH ATTEN (REMOVE)	EA	2.00	$875.00	$1,750.00	0	0	0	$0.00	0.00%	2.00
74	2001	INS SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	9.00	$335.00	$3,015.00	0	0	0	$0.00	0.00%	9.00
75	2004	INS SM RD SN SUP&AM TY 10BWG (1) SA (T)	EA	3.00	$510.00	$1,530.00	0	0	0	$0.00	0.00%	3.00
76	2025	INS SM RD SN SUP&AM TY S80 (1) SA (T)	EA	1.00	$575.00	$575.00	0	0	0	$0.00	0.00%	1.00
77	2060	REMOVE SM RD SN SUP & AM	EA	5.00	$100.00	$500.00	2	0	2	$200.00	40.00%	3.00
78	2002	RELOCATE LRSA	EA	1.00	$800.00	$800.00	0	0	0	$0.00	0.00%	1.00
79	2172	RELOCATE EXISTING OVERHD SIGN SUP	EA	1.00	$5,500.00	$5,500.00	0	0.5	0.5	$2,750.00	50.00%	0.50
80	2240	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GF 2	EA	2.00	$34.00	$68.00	0	0	0	$0.00	0.00%	2.00
81	2292	INSTL DEL ASSM (D-DW) SZ 1 (FLX) GND	EA	9.00	$45.00	$405.00	0	0	0	$0.00	0.00%	9.00
82	2056	WK ZN PAV MRK REMOV (REFL) TY II-C-R	EA	55.00	$3.95	$217.25	0	32	32	$126.40	58.18%	23.00
83	2064	WK ZN PAV MRK REMOV (W) 4" (BRK)	LF	530.00	$0.55	$291.50	0	500	500	$275.00	94.34%	30.00
84	2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	4,491.00	$0.55	$2,470.05	0	4223	4223	$2,322.65	94.03%	268.00
85	2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	LF	959.00	$1.00	$959.00	0	959	959	$959.00	100.00%	0.00
86	2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	5,115.00	$0.55	$2,813.25	0	3317	3317	$1,824.35	64.85%	1,798.00
87	2106	PREFAB PAV MRK TY C (W) (ARROW)	EA	3.00	$114.00	$342.00	0	0	0	$0.00	0.00%	3.00
88	2107	PREFAB PAV MRK TY C (W) (DBL ARROW)	EA	2.00	$210.00	$420.00	0	0	0	$0.00	0.00%	2.00
89	2116	PREFAB PAV MRK TY C (W) (WORD)	EA	3.00	$164.00	$492.00	0	0	0	$0.00	0.00%	3.00
90	2015	REFL PAV MRKR TY II-A-A	EA	21.00	$5.00	$105.00	0	0	0	$0.00	0.00%	21.00
91	2017	REFL PAV MRKR TY II-C-R	EA	374.00	$5.00	$1,870.00	0	0	0	$0.00	0.00%	374.00
92	2001	ELIM EXT PAV MRK & MRKS (4")	LF	10,136.00	$0.20	$2,027.20	0	0	0	$0.00	0.00%	10,136.00
93	2003	ELIM EXT PAV MRK & MRKS (8")	LF	959.00	$0.40	$383.60	0	712	712	$284.80	74.24%	247.00
94	2002	PAV SURF PREP FOR MRK (6")	LF	7,034.00	$0.01	$70.34	0	0	0	$0.00	0.00%	7,034.00
95	2003	PAV SURF PREP FOR MRK (8")	LF	3,696.00	$0.02	$73.92	0	0	0	$0.00	0.00%	3,696.00
96	2004	PAV SURF PREP FOR MRK (12")	LF	1,334.00	$0.04	$53.36	0	0	0	$0.00	0.00%	1,334.00
97	2004	FAST TRK CONC (CONT REINF HY STL) (13")	SY	3,093.00	$73.00	$225,789.00	0	3093	3093	$225,789.00	100.00%	0.00
98	2006	SOUND WALL (12 FT)	LF	2,508.00	$220.00	$551,760.00	568.5	920	1488.5	$327,470.00	59.35%	1,019.50
99	2002	CTB CONNECT HDWARE	EA	125.00	$135.00	$16,875.00	125	0	125	$16,875.00	100.00%	0.00
100	2004	MULTIPOLYMER PAV MRK (W) (6") (SLD)	LF	1,933.00	$1.20	$2,319.60	0	0	0	$0.00	0.00%	1,933.00

Texas Sterling Construction
20810 Fernbush
Houston, TX 77073

Date: 7/1/2008

Client: Fort Bend County
P.O. No.: 10327

TSC Project No. 0728

SH 99 N.B. Frontage Road

Monthly Pay Estimate

Pay Period from 4/26/2008 to 5/25/2008

Item #	Description	Units	Contract Amount			Previous Quantity Complete	Quantity Completed this Period	Quantity Complete to Date	Total Amount Complete to Date	Percent Complete	Quantity to Complete
			Quantity	Unit Price	Total						
101	2005 MULTIPOLYMER PAV MRK (W) (6") (BRK)	LF	1,800.00	$1.20	$2,160.00	0	0	0	$0.00	0.00%	1,800.00
102	2007 MULTIPOLYMER PAV MRK (W) (8") (SLD)	LF	2,765.00	$2.20	$6,083.00	0	0	0	$0.00	0.00%	2,765.00
103	2009 MULTIPOLYMER PAV MRK (W) (12") (SLD)	LF	1,231.00	$3.20	$3,939.20	0	0	0	$0.00	0.00%	1,231.00
104	2010 MULTIPOLYMER PAV MRK (W) (12") (LNDP)	LF	159.00	$3.20	$508.80	0	0	0	$0.00	0.00%	159.00
105	2014 MULTIPOLYMER PAV MRK (Y) (6") (SLD)	LF	1,501.00	$1.50	$2,251.50	0	0	0	$0.00	0.00%	1,501.00
106	2017 MULTIPOLYMER PAV MRK (Y) (8") (SLD)	LF	931.00	$3.00	$2,793.00	0	0	0	$0.00	0.00%	931.00
107	2018 MULTIPOLYMER PAV MRK (Y) (12") (SLD)	LF	310.00	$4.00	$1,240.00	0	0	0	$0.00	0.00%	310.00
108	2020 MULTIPOLYMER PAV MRK (BLK) (6") (BRK)	LF	1,800.00	$1.20	$2,160.00	0	0	0	$0.00	0.00%	1,800.00
				Original Contract Amount	$4,190,551.63			Amount Complete to Date	$3,490,390.58	83.29%	
	Change Orders										
CO #1	REMOVING CONCRETE RIP RAP	SY	38.55	$10.00	$385.50	38.55	0	38.55	$385.50	100.00%	0.00
	CEM STAB BKFL	CY	69.34	25	$1,733.50	69.34	0	69.34	$1,733.50	100.00%	0.00
	TRENCH EXCAVATION PROTECTION	LF	386	1	$386.00	386	0	386	$386.00	100.00%	0.00
	CONC BOX CULV (5'X3')	LF	102	161	$16,422.00	102	0	102	$16,422.00	100.00%	0.00
	CONC BOX CULV (8'X4')	LF	164	285	$46,740.00	164	0	164	$46,740.00	100.00%	0.00
	RMV STR (WINGWALL)	EA	1	2050	$2,050.00	1	0	1	$2,050.00	100.00%	0.00
	RMV STR (PIPE)	LF	60	20	$1,200.00	60	0	60	$1,200.00	100.00%	0.00
	CONSTRUCTION DETOURS	SY	81.71	65	$5,311.15	81.71	0	81.71	$5,311.15	100.00%	0.00
	TRENCH DEWATERING	LF	300	22.27	$6,681.00	0	0	0	$0.00	0.00%	300.00
	CRUSHED STONE BEDDING FOR WET SAND CONSTRUCTION	TON	60	65.25	$3,915.00	0	0	0	$0.00	0.00%	60.00
	TRANSPLANT TREES IN CONFLICT WITH SOUND WALL	EA	41	249.22	$10,218.02	0	0	0	$0.00	0.00%	41.00
	TREE PRUNING AND TREE REMOVAL NECESSARY FOR CONSTRU	LS	1	1686.2	$1,686.20	0	0	0	$0.00	0.00%	1.00
	DE-ENERGIZING POWER LINES IN CLOSE PROXIMITY TO SOUND V	LS	1	2619.44	$2,619.44	0	0	0	$0.00	0.00%	1.00
	CONCRETE BOX CULV (8'X5')	LF	-55	340	-$18,700.00	0	0	0	$0.00	0.00%	-55.00
	RCP PIPE (CL IIII) (24 IN)	LF	-65	75	-$4,875.00	0	0	0	$0.00	0.00%	-65.00
	RCP PIPE (CL IIII) (60 IN)	LF	-199	155	-$30,845.00	0	0	0	$0.00	0.00%	-199.00
					$44,927.81				$74,228.15		
				Revised Contract Amount	$4,235,479.44			Total Amount Complete	$3,564,618.73	84.16%	
								Retainage Amount - 5%			
								Amount Retained	$178,230.94		
								Sub-total	$3,386,387.79		
								Less Previous Payment	$2,817,955.00		
								Amount Due This Payment	$568,432.79		

16D

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/23/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 08/06/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 142446 (Pay Estimate No. 11) in the amount of $10,266.51 to Jones & Carter, Inc. for Fifth Street Paving and Drainage Project FM1092 to FM2234, Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bonds) PC04300003582

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

6335 Gulfton, Suite 100
Houston, Texas 77081-1169

TEL 713 777 5337
FAX 713 777 5976

AUSTIN
DALLAS
HOUSTON
THE WOODLANDS

June 3, 2008

Mr. D. Jesse Hegemier, P.E. - County Engineer
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471-1449

Attn: Mr. Louis Hood, P.E.

Re: Fifth Street - FM 2234 to FM 1092
Pay Estimate No. 11
PO. 04300003582 – Construction Phase Services

Dear Mr. Hegemier:

Enclosed is our invoice #142446 representing our Pay Estimate No. 11 (through May 24, 2008) for services performed during the Construction Phase for the referenced Fifth Street Project.

We are also attaching the invoice submitted by HVJ Associates for their geotechnical services, and a progress report for our services this past month.

If you have any questions concerning our invoices, please call.

Sincerely,

David M. Krukewitt, P.E.

DMK/SCC
I:\PROJECTS\300CLIENT\0347-FORTBENDCOUNTYENGINEERING\0347-013 FIFTH STREET\INVOICE\HEGEMIER-INVOICE-11.DOC

Enclosures

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

6335 Gulfton, Suite 100 TEL 713 777 5337
Houston, Texas 77081-1169 FAX 713 777 5976

Invoice

May 29, 2008
Project No: 00347-013-00
Invoice No: 0142446

Mr. Louis Hood, PE
Fort Bend County Engineers Office
1124 Blume Road
Rosenberg, TX 77471

Project 00347-013-00 Fifth Street - Construction Phase Services

Services include geotechnical engineering services.

Professional Services from April 27, 2008 to May 24, 2008

Task 300 Construction Phase Services

Professional Personnel

		Hours	Rate	Amount	
Senior Project Engineer					
Krukewitt, David	4/28/08	2.00	45.67	91.34	
Krukewitt, David	4/29/08	2.00	45.67	91.34	
Krukewitt, David	4/30/08	1.50	45.67	68.51	
Krukewitt, David	5/1/08	1.00	45.67	45.67	
Krukewitt, David	5/2/08	1.00	45.67	45.67	
Krukewitt, David	5/5/08	1.50	45.67	68.51	
Krukewitt, David	5/6/08	.50	45.67	22.84	
Krukewitt, David	5/7/08	2.00	45.67	91.34	
Krukewitt, David	5/8/08	1.00	45.67	45.67	
Krukewitt, David	5/13/08	3.00	45.67	137.01	
Krukewitt, David	5/14/08	1.00	45.67	45.67	
Krukewitt, David	5/15/08	1.00	45.67	45.67	
Krukewitt, David	5/19/08	1.00	45.67	45.67	
Krukewitt, David	5/20/08	1.00	45.67	45.67	
Krukewitt, David	5/21/08	1.00	45.67	45.67	
Krukewitt, David	5/22/08	1.50	45.67	68.51	
Totals		22.00		1,004.76	
Total Labor			**3.1 times**	**1,004.76**	**3,114.76**

Consultants

Other Consultants

5/22/08	Gooden, Chas. D. Cons. Engrs., Inc.	Invoice Number 2008.64.12	3,787.94	
	Total Consultants		**3,787.94**	**3,787.94**

Total this Task **$6,902.70**

PLEASE INCLUDE INVOICE NUMBER(S) ON REMITTANCE. THANK YOU.

Task 310 Changes to Drawings (Authorized)

Services include revised Fifth street storm sewer plans; and revised intersection at Fifth Street and FM 1092.

Professional Personnel

		Hours	Rate	Amount	
CAD Operator IV					
Moses, William	4/28/08	3.00	23.00	69.00	
Moses, William	5/5/08	5.00	23.00	115.00	
Moses, William	5/7/08	3.00	23.00	69.00	
Moses, William	5/8/08	4.50	23.00	103.50	
Moses, William	5/9/08	2.00	23.00	46.00	
Totals		17.50		402.50	
Total Labor			**3.1 times**	**402.50**	**1,247.75**
			Total this Task		**$1,247.75**

Task 500 Surveying Services

Function 01 Surveying Services

Professional Personnel

		Hours	Rate	Amount	
Project Surveyor III					
Balestrini, Leo	5/6/08	1.50	27.40	41.10	
Balestrini, Leo	5/12/08	.50	27.40	13.70	
Balestrini, Leo	5/15/08	1.00	27.40	27.40	
Balestrini, Leo	5/16/08	.25	27.40	6.85	
Totals		3.25		89.05	
Total Labor			**3.1 times**	**89.05**	**276.06**
			Total this Function		**$276.06**

Function 02 Field Personnel

Professional Personnel

		Hours	Rate	Amount	
3-Person Survey Crew w/Robotic Surv Sys					
Guyton, Gary	5/15/08	5.50	170.00	935.00	
3-Person Survey Crew					
Guyton, Gary	5/6/08	6.00	140.00	840.00	
Registered Prof. Land Surveyor					
Jares, Steven	5/5/08	.50	130.00	65.00	
Totals		12.00		1,840.00	
Total Labor					**1,840.00**

Total this Function	**$1,840.00**
Total this Task	**$2,116.06**
TOTAL THIS INVOICE	**$10,266.51**

Outstanding Invoices

Number	Date	Balance
0141536	5/7/08	29,598.15
Total		**29,598.15**

Total Now Due **$39,864.66**

MAXIMUM BILLING AMOUNT: $ 347,989.30

I certify that the work described in this invoice was performed as authorized by the Fort Bend County Engineer and that all information contained in this invoice is true and correct.

Robert Ybanez, P.E., Vice President

06/03/2008

Approved for Payment

07/16/08

Charles D. Gooden Consulting Engineers, Inc.
2320 Holmes RD, STE A
Houston, TX 77051
Phone (713) 660-6905 | Fax (713) 660-8817
www.goodenengineers.com
cdgce@goodenengineers.com

Invoice

Date	Invoice #
4/17/2008	2008.64.12

Bill To
Jones & Carter David Krukewitt, P.E. 6335 Gulfton, Ste 100 Houston, TX 77081-1169

Project
Reconstruction of 5th Street

Previous Invoices $6,212.00

Total Fee	Terms	CDGCE Project #
10,000.00	Net 30	21210

Item	Description	Hours	Rate/Hour	Amount
Structural - Cons Phase	Site Visits during construction - Alex Chiaghanam	34	111.41	3,787.94
	Total			$3,787.94

I hereby certify this invoice as true and correct

Charles D. Gooden, Jr. - Vice-President

0347-013 300

APPROVED BY DMK

DATE 5-19-08

AS PER ORIGINAL

Charles D. Gooden Consulting Engineers, Inc.
5th Street Improvements Project
Scope of Services - Structural Construction Phase
17-Apr-08

Total Hours - 34
Alex Chiaghanam, P.E. (Site visits, observations)

MONTH OCTOBER 2007 CLIENTS

EMPLOYEE'S NAME	DATE					TOTAL
	1-6	7-13	14-20	21-27	28-31	
CHIAGHANAM, A		5	4			9

MONTH DECEMBER 2007 CLIENTS

EMPLOYEE'S NAME	DATE					TOTAL
	2-8	9-15	16-22	23-29	30-31	
CHIAGHANAM, A			3			3

MONTH JANUARY 2008 CLIENTS

EMPLOYEE'S NAME	DATE					TOTAL
	1-5	6-12	13-19	20-26	27-31	
CHIAGHANAM, A		3	2			5

MONTH FEBRUARY 2008 CLIENTS

EMPLOYEE'S NAME	DATE					TOTAL
	2-9	10-16	17-23	24-29		
CHIAGHANAM, A			4		5	9

MONTH MARCH 2008 CLIENTS

EMPLOYEE'S NAME	DATE					TOTAL
	1-8	9-15	16-22	23-29	30-31	
CHIAGHANAM, A		3		2	3	8

INVOICE No. 10
FORT BEND COUNTY ENGINEERING DEPARTMENT
FIFTH STREET ROADWAY RECONSTRUCTION AND DRAINAGE FACILITIES
MONTHLY PROGRESS PAYMENT INVOICE
FOR ENGINEER'S SERVICES

JCI Job Number 0347-013

Jones & Carter, Inc
6335 Gulfton, Suite 100
Houston Texas, 77081

Invoice Number: 142446
Invoice Period: thru 05/24/08
P.O. Number: PC 04300003582

June 3, 2008

Task	Description of Work Task	Budget Amount	Authorized To Date	Percent Complete	Amount Earned	Previously Billed	Due This Invoice
CONSTRUTION PHASE SERVICES							
300	Constr. Phase Engineering Services	$ 65,950.00	$ 65,950.00	97%	$ 64,104.18	$ 57,201.48	$ 6,902.70
310	Constr. Phase Change to Drawings	$ 10,000.00		118%	$ 11,812.70	$ 10,564.95	$ 1,247.75
400	Constr. Phase Geotechnical Services	$ 247,459.00	$ 247,459.00	75%	$ 185,766.68	$ 185,766.68	$ -
500	Constr. Phase Surveying Services	$ 10,000.00	$ 10,000.00	144%	$ 14,420.89	$ 12,304.83	$ 2,116.06
800	Constr. Phase Direct Expenses	$ 4,300.00	$ 4,300.00	69%	$ 2,978.54	$ 2,978.54	$ -
						$ -	
PROJECT TOTALS		**$ 337,709.00**	**$ 327,709.00**	**85%**	**$ 279,082.99**	**$ 268,816.48**	**$ 10,266.51**

AS PER ORIGINAL

PROGRESS STATUS REPORT No. 11 – Construction Phase Services

FOR: Fifth Street - FM 2234 to FM 1092 – Fort Bend County
DATE: For Invoicing From April 27 Thru May 24, 2008

CONSTRUCTION PHASE SERVICES

Engineering - Construction Phase Services (60% Complete):
Attending onsite bi-weekly construction meetings
Reviewing Shop Drawings
Responding to RFI's
Responding to Field Issues

Engineering – Changes to Drawings (80% Complete):
Revised Fifth Street Storm Sewer Plans
Revised Fifth Street and FM 1092 Intersection

Bridge Engineering - Construction Phase Services (85% Complete):
Reviewing Shop Drawings
Responding to RFI's
Responding to Field Issues

Traffic Signal Engineering - Construction Phase Services (40% Complete):
Reviewing Shop Drawings
Responding to RFI's

Surveying - Construction Phase Services (95% Complete):
Surveyed field located top of Verizon conduit from Present Street to FM 2234

Direct Expenses (70% Complete):

Geotechnical – Construction Phase Services – Provided by HVJ (75% Complete):
Reviewing Shop Drawings
Performing field tests

Prepared by:

David M. Krukewitt, P.E.
June 3, 2008

16 E

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/24/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 08/~~05~~/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 9 (Pay Estimate No. 9) in the amount of $68,841.75 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1,2,3 &4. (Fund: Mobility Fees) PC04300003845

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

SCHAUMBURG & POLK, INC.

Management and Administrative Support Services
2007 Fort Bend County Mobility Program

BILLING SUMMARY

Summary Invoice No. 9
Billing Period: 6/2/08 - 6/29/08

Description	Invoiced To Date	Previously Invoiced	Total This Invoice
General Project Management	$140,547.11	$106,162.11	$34,385.00
703 Falcon Landing Boulevard	$9,003.82	$5,718.82	$3,285.00
719 Burney Road	$9,726.82	$7,416.82	$2,310.00
725 Harlem Road South	$14,099.82	$10,552.32	$3,547.50
727 Harlem Road North	$9,501.82	$8,061.82	$1,440.00
732 Greenbusch Road	$40,222.76	$31,730.26	$8,492.50
733 Katy-Gaston Road	$22,179.32	$18,616.82	$3,562.50
734 Katy-Flewellen Road	$20,332.32	$16,259.82	$4,072.50
735 Mason Road	$7,299.31	$4,906.81	$2,392.50
735A Mason Road Bridge	$754.77	$754.77	$0.00
741 West Bellfort Road	$5,114.81	$4,094.81	$1,020.00
745 Florence Road	$8,198.81	$7,598.81	$600.00
747 Ransom Road	$13,483.31	$8,870.81	$4,612.50
769 Brand Lane	$9,948.21	$7,203.21	$2,745.00
TOTALS	$310,413.01	$237,948.01	$72,465.00
Retainage (5 percent)	($15,520.65)	($11,897.40)	($3,623.25)
NET	**$294,892.36**	**$226,050.61**	**$68,841.75**
			Total Now Due

	Amount	Spent to Date	Remaining
Original Contract	$463,747.00	$310,413.01	$153,333.99

Purchase Order No. PC 04300003845, 10/10/07

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.00
Invoice No: 0000009

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.00 GENERAL PROJECT MANAGEMENT

FORT BEND COUNTY PROJECT MANAGEMENT
GENERAL PROJECT MANAGEMENT

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
INVOICE/PROGRESS REPORT SPI				
KNESEK, ERIN	6/2/08	3.00	120.00	360.00
KNESEK, ERIN	6/9/08	1.50	120.00	180.00
KNESEK, ERIN	6/23/08	1.00	120.00	120.00
KNESEK, ERIN	6/24/08	1.00	120.00	120.00
PROGRAM SCHEDULE SPI				
KNESEK, ERIN	6/24/08	2.00	120.00	240.00
PROGRAM SCHEDULE SPI				
CARROLL, KEVIN L	6/11/08	1.00	110.00	110.00
CARROLL, KEVIN L	6/23/08	3.00	110.00	330.00
INVOICE/PROGRESS REPORT SPI				
DESSENS, MARK C.	6/11/08	2.00	150.00	300.00
PROGRAM SCHEDULE SPI				
DESSENS, MARK C.	6/3/08	3.00	150.00	450.00
DESSENS, MARK C.	6/19/08	2.00	150.00	300.00
PROGRAM SCHEDULE PPMS				
STONE, MIKE	6/2/08	3.00	150.00	450.00
STONE, MIKE	6/3/08	10.00	150.00	1,500.00
STONE, MIKE	6/4/08	8.00	150.00	1,200.00
STONE, MIKE	6/5/08	8.00	150.00	1,200.00
STONE, MIKE	6/6/08	6.00	150.00	900.00
STONE, MIKE	6/8/08	4.00	150.00	600.00
STONE, MIKE	6/9/08	8.00	150.00	1,200.00
STONE, MIKE	6/10/08	8.00	150.00	1,200.00
STONE, MIKE	6/11/08	4.00	150.00	600.00
STONE, MIKE	6/12/08	6.00	150.00	900.00
STONE, MIKE	6/13/08	4.00	150.00	600.00
STONE, MIKE	6/16/08	2.00	150.00	300.00
STONE, MIKE	6/17/08	1.00	150.00	150.00

Project: 0000300701.00	GENERAL PROJECT MANAGEMENT			Invoice No: 0000009	
STONE, MIKE	6/18/08	2.00	150.00	300.00	
STONE, MIKE	6/19/08	4.00	150.00	600.00	
STONE, MIKE	6/20/08	4.00	150.00	600.00	
STONE, MIKE	6/22/08	4.00	150.00	600.00	
STONE, MIKE	6/23/08	3.00	150.00	450.00	
STONE, MIKE	6/24/08	4.00	150.00	600.00	
STONE, MIKE	6/26/08	2.00	150.00	300.00	
COORDINATION WITH COUNTY SPI					
DESSENS, MARK C.	6/6/08	2.00	150.00	300.00	
DESSENS, MARK C.	6/9/08	5.00	150.00	750.00	
DESSENS, MARK C.	6/10/08	4.00	150.00	600.00	
DESSENS, MARK C.	6/26/08	2.00	150.00	300.00	
Totals		127.50		18,710.00	
Total Labor					**18,710.00**
Consultants					
Other Consultants				15,675.00	
Total Consultants				**15,675.00**	**15,675.00**

Total this invoice **$34,385.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	999.00
0000002	12/11/07	1,100.00
0000003	1/16/08	462.50
0000004	2/11/08	430.05
0000005	3/6/08	517.15
0000006	4/9/08	385.00
0000007	5/13/08	821.02
0000008	6/13/08	11,678.11
Total		**16,392.83**

Total now due **$50,777.83**

Billings to date	**Current**	**Prior**	**Total**
Labor	18,710.00	106,089.50	124,799.50
Consultant	15,675.00	72.61	15,747.61
Totals	**34,385.00**	**106,162.11**	**140,547.11**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.01
Invoice No: 0000006

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.01 703 FALCON LANDING BLVD

FORT BEND COUNTY PROJECT MANAGEMENT
703 FALCON LANDING BLVD.

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	6/2/08	2.00	135.00	270.00
RING, PETER ALVIN	6/9/08	4.00	135.00	540.00
PER SPI				
KNESEK, ERIN	6/2/08	2.00	120.00	240.00
KNESEK, ERIN	6/5/08	5.50	120.00	660.00
KNESEK, ERIN	6/10/08	3.50	120.00	420.00
KNESEK, ERIN	6/12/08	2.00	120.00	240.00
KNESEK, ERIN	6/16/08	2.00	120.00	240.00
PER SPI				
DESSENS, MARK C.	6/2/08	1.00	150.00	150.00
DESSENS, MARK C.	6/23/08	1.50	150.00	225.00
DESSENS, MARK C.	6/24/08	2.00	150.00	300.00
Totals		25.50		3,285.00

Total Labor **3,285.00**

Total this invoice **$3,285.00**

Outstanding Invoices

Number	Date	Balance
0000001	2/11/08	32.50
0000002	3/6/08	127.50
0000003	4/9/08	39.64
0000004	5/13/08	52.67
0000005	6/13/08	672.61
Total		**924.92**

Total now due **$4,209.92**

Project: 0000300701.01 703 FALCON LANDING BLVD Invoice No: 0000006

Billings to date		Current	Prior	Total
	Labor	3,285.00	4,888.00	8,173.00
	Consultant	0.00	830.82	830.82
	Totals	**3,285.00**	**5,718.82**	**9,003.82**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.02
Invoice No: 0000008

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.02 719 BURNEY ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
719 BURNEY ROAD

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	6/6/08	3.00	135.00	405.00
RING, PETER ALVIN	6/10/08	4.00	135.00	540.00
RING, PETER ALVIN	6/11/08	2.00	135.00	270.00
RING, PETER ALVIN	6/12/08	1.00	135.00	135.00
PER SPI				
KNESEK, ERIN	6/6/08	1.50	120.00	180.00
KNESEK, ERIN	6/11/08	1.50	120.00	180.00
KNESEK, ERIN	6/19/08	2.50	120.00	300.00
PER SPI				
DESSENS, MARK C.	6/11/08	2.00	150.00	300.00
Totals		17.50		2,310.00

Total Labor **2,310.00**

Total this invoice **$2,310.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	78.75
0000002	1/16/08	82.50
0000003	2/11/08	30.00
0000004	3/6/08	15.00
0000005	4/9/08	60.29
0000006	5/13/08	44.84
0000007	6/13/08	1,182.61
Total		**1,493.99**

Total now due **$3,803.99**

Billings to date		Current	Prior	Total
	Labor	2,310.00	6,586.00	8,896.00
	Consultant	0.00	830.82	830.82
	Totals	**2,310.00**	**7,416.82**	**9,726.82**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.03
Invoice No: 0000008

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.03 725 HARLEM ROAD SOUTH

FORT BEND COUNTY PROJECT MANAGEMENT
725 HARLEM ROAD SOUTH

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
CONSULTANT NEGOTIATIONS SPI				
RING, PETER ALVIN	6/3/08	2.50	135.00	337.50
RING, PETER ALVIN	6/5/08	2.00	135.00	270.00
RING, PETER ALVIN	6/6/08	1.00	135.00	135.00
RING, PETER ALVIN	6/9/08	2.50	135.00	337.50
RING, PETER ALVIN	6/20/08	2.00	135.00	270.00
PER SPI				
RING, PETER ALVIN	6/9/08	2.00	135.00	270.00
RING, PETER ALVIN	6/10/08	3.50	135.00	472.50
RING, PETER ALVIN	6/17/08	2.50	135.00	337.50
RING, PETER ALVIN	6/23/08	2.50	135.00	337.50
PER SPI				
KNESEK, ERIN	6/20/08	1.50	120.00	180.00
PER SPI				
DESSENS, MARK C.	6/5/08	1.00	150.00	150.00
DESSENS, MARK C.	6/19/08	1.00	150.00	150.00
DESSENS, MARK C.	6/27/08	2.00	150.00	300.00
Totals		26.00		3,547.50

Total Labor **3,547.50**

Total this invoice **$3,547.50**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	11.25
0000002	1/16/08	55.00
0000003	2/11/08	48.75

0000004	3/6/08	168.15	
0000005	4/9/08	26.54	
0000006	5/13/08	90.17	
0000007	6/13/08	2,555.11	
Total		**2,954.97**	

Total now due **$6,502.47**

Billings to date	**Current**	**Prior**	**Total**
Labor	3,547.50	9,721.50	13,269.00
Consultant	0.00	830.82	830.82
Totals	**3,547.50**	**10,552.32**	**14,099.82**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.04
Invoice No: 0000008

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.04 727 HARLEM ROAD NORTH

FORT BEND COUNTY PROJECT MANAGEMENT
727 HARLEM ROAD NORTH

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	6/17/08	4.00	135.00	540.00
PER SPI				
DESSENS, MARK C.	6/17/08	2.00	150.00	300.00
DESSENS, MARK C.	6/19/08	2.00	150.00	300.00
DESSENS, MARK C.	6/27/08	2.00	150.00	300.00
Totals		10.00		1,440.00

Total Labor **1,440.00**

Total this invoice **$1,440.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	119.00
0000002	1/16/08	7.50
0000003	2/11/08	32.50
0000004	3/6/08	75.00
0000005	4/9/08	34.04
0000006	5/13/08	93.92
0000007	6/13/08	822.61
Total		**1,184.57**

Total now due **$2,624.57**

Billings to date	Current	Prior	Total
Labor	1,440.00	7,231.00	8,671.00
Consultant	0.00	830.82	830.82
Totals	**1,440.00**	**8,061.82**	**9,501.82**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.05
Invoice No: 0000008

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.05 732 GREENBUSCH ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
732 GREENBUSCH ROAD

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel		Hours	Rate	Amount
CONSULTANT NEGOTIATIONS SPI				
GRAHAM, GLENN D.	6/6/08	4.00	175.00	700.00
CONSULTANT NEGOTIATIONS SPI				
RING, PETER ALVIN	6/2/08	4.00	135.00	540.00
RING, PETER ALVIN	6/3/08	4.00	135.00	540.00
RING, PETER ALVIN	6/4/08	3.50	135.00	472.50
RING, PETER ALVIN	6/5/08	2.50	135.00	337.50
RING, PETER ALVIN	6/6/08	1.00	135.00	135.00
PER SPI				
RING, PETER ALVIN	6/2/08	2.50	135.00	337.50
RING, PETER ALVIN	6/3/08	2.00	135.00	270.00
CONSULTANT NEGOTIATIONS SPI				
KNESEK, ERIN	6/4/08	1.50	120.00	180.00
KNESEK, ERIN	6/6/08	2.50	120.00	300.00
KNESEK, ERIN	6/23/08	1.00	120.00	120.00
KNESEK, ERIN	6/25/08	3.50	120.00	420.00
PER SPI				
KNESEK, ERIN	6/3/08	5.00	120.00	600.00
KNESEK, ERIN	6/5/08	2.00	120.00	240.00
KNESEK, ERIN	6/13/08	1.50	120.00	180.00
KNESEK, ERIN	6/16/08	2.00	120.00	240.00
KNESEK, ERIN	6/17/08	2.00	120.00	240.00
KNESEK, ERIN	6/19/08	3.00	120.00	360.00
KNESEK, ERIN	6/27/08	2.00	120.00	240.00
FINAL DESIGN SPI				
KNESEK, ERIN	6/24/08	2.00	120.00	240.00
CONSULTANT NEGOTIATIONS SPI				
DESSENS, MARK C.	6/4/08	3.00	150.00	450.00
DESSENS, MARK C.	6/5/08	1.00	150.00	150.00

DESSENS, MARK C.	6/6/08	2.00	150.00	300.00	
PER SPI					
DESSENS, MARK C.	6/11/08	2.00	150.00	300.00	
DESSENS, MARK C.	6/16/08	2.00	150.00	300.00	
DESSENS, MARK C.	6/26/08	2.00	150.00	300.00	
Totals		63.50		8,492.50	
Total Labor					**8,492.50**

Total this invoice **$8,492.50**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	137.50
0000002	1/16/08	199.00
0000003	2/11/08	208.75
0000004	3/6/08	304.90
0000005	4/9/08	141.68
0000006	5/13/08	107.67
0000007	6/13/08	9,740.11
Total		**10,839.61**

Total now due **$19,332.11**

Billings to date	**Current**	**Prior**	**Total**
Labor	8,492.50	30,323.50	38,816.00
Consultant	0.00	1,270.82	1,270.82
Expense	0.00	135.94	135.94
Totals	**8,492.50**	**31,730.26**	**40,222.76**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.06
Invoice No: 0000008

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.06 733 KATY-GASTON ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
733 KATY-GASTON ROAD

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
CONSULTANT NEGOTIATIONS SPI				
RING, PETER ALVIN	6/12/08	2.00	135.00	270.00
RING, PETER ALVIN	6/25/08	3.00	135.00	405.00
RING, PETER ALVIN	6/26/08	8.50	135.00	1,147.50
CONSULTANT NEGOTIATIONS SPI				
KNESEK, ERIN	6/2/08	1.00	120.00	120.00
KNESEK, ERIN	6/3/08	1.50	120.00	180.00
KNESEK, ERIN	6/17/08	1.50	120.00	180.00
PER SPI				
KNESEK, ERIN	6/10/08	1.00	120.00	120.00
KNESEK, ERIN	6/11/08	0.50	120.00	60.00
KNESEK, ERIN	6/20/08	1.50	120.00	180.00
PER SPI				
DESSENS, MARK C.	6/6/08	2.00	150.00	300.00
DESSENS, MARK C.	6/13/08	2.00	150.00	300.00
DESSENS, MARK C.	6/16/08	1.00	150.00	150.00
DESSENS, MARK C.	6/18/08	1.00	150.00	150.00
Totals		26.50		3,562.50

Total Labor **3,562.50**

Total this invoice **$3,562.50**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	192.50
0000002	1/16/08	25.00
0000003	2/11/08	191.25

0000004	3/6/08	170.75	
0000005	4/9/08	134.04	
0000006	5/13/08	102.17	
0000007	6/13/08	2,492.61	
Total		**3,308.32**	

Total now due **$6,870.82**

Billings to date	**Current**	**Prior**	**Total**
Labor	3,562.50	17,786.00	21,348.50
Consultant	0.00	830.82	830.82
Totals	**3,562.50**	**18,616.82**	**22,179.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.07
Invoice No: 0000008

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.07 734 KATY-FLEWELLEN ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
734 KATY-FLEWELLEN ROAD

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	6/12/08	1.50	135.00	202.50
CONSULTANT NEGOTIATIONS SPI				
KNESEK, ERIN	6/3/08	1.00	120.00	120.00
KNESEK, ERIN	6/4/08	1.00	120.00	120.00
KNESEK, ERIN	6/5/08	1.00	120.00	120.00
KNESEK, ERIN	6/16/08	2.00	120.00	240.00
KNESEK, ERIN	6/17/08	2.50	120.00	300.00
KNESEK, ERIN	6/23/08	0.50	120.00	60.00
PER SPI				
KNESEK, ERIN	6/10/08	4.00	120.00	480.00
KNESEK, ERIN	6/11/08	5.00	120.00	600.00
KNESEK, ERIN	6/13/08	1.50	120.00	180.00
KNESEK, ERIN	6/18/08	1.50	120.00	180.00
KNESEK, ERIN	6/19/08	2.00	120.00	240.00
KNESEK, ERIN	6/20/08	1.50	120.00	180.00
KNESEK, ERIN	6/23/08	0.50	120.00	60.00
KNESEK, ERIN	6/24/08	2.00	120.00	240.00
PER SPI				
DESSENS, MARK C.	6/4/08	1.00	150.00	150.00
DESSENS, MARK C.	6/20/08	2.00	150.00	300.00
DESSENS, MARK C.	6/23/08	2.00	150.00	300.00
Totals		32.50		4,072.50

Total Labor **4,072.50**

Total this invoice **$4,072.50**

Project: 0000300701.07 734 KATY-FLEWELLEN ROAD Invoice No: 0000008

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	130.00
0000002	1/16/08	75.00
0000003	2/11/08	96.25
0000004	3/6/08	161.25
0000005	4/9/08	110.44
0000006	5/13/08	98.00
0000007	6/13/08	2,847.61
Total		**3,518.55**

Total now due **$7,591.05**

Billings to date	**Current**	**Prior**	**Total**
Labor	4,072.50	15,429.00	19,501.50
Consultant	0.00	830.82	830.82
Totals	**4,072.50**	**16,259.82**	**20,332.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.08
Invoice No: 0000007

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.08 735 MASON ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
735 MASON ROAD

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	6/10/08	1.00	135.00	135.00
RING, PETER ALVIN	6/11/08	2.00	135.00	270.00
RING, PETER ALVIN	6/12/08	2.00	135.00	270.00
RING, PETER ALVIN	6/16/08	3.50	135.00	472.50
RING, PETER ALVIN	6/17/08	2.00	135.00	270.00
RING, PETER ALVIN	6/24/08	2.00	135.00	270.00
PER SPI				
KNESEK, ERIN	6/17/08	1.50	120.00	180.00
CONSULTANT NEGOTIATIONS SPI				
DESSENS, MARK C.	6/3/08	1.00	150.00	150.00
PER SPI				
DESSENS, MARK C.	6/10/08	1.00	150.00	150.00
DESSENS, MARK C.	6/23/08	1.50	150.00	225.00
Totals		17.50		2,392.50

Total Labor **2,392.50**

Total this invoice **$2,392.50**

Outstanding Invoices

Number	Date	Balance
0000001	1/16/08	30.00
0000002	2/11/08	16.25
0000003	3/6/08	22.50
0000004	4/9/08	52.79
0000005	5/13/08	82.67
0000006	6/13/08	822.60

	Total	**1,026.81**			
				Total now due	**$3,419.31**
Billings to date		**Current**	**Prior**	**Total**	
	Labor	2,392.50	4,076.00	6,468.50	
	Consultant	0.00	830.81	830.81	
	Totals	**2,392.50**	**4,906.81**	**7,299.31**	

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.09

Statement

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.09 735A MASON ROAD BRIDGE

FORT BEND COUNTY PROJECT MANAGEMENT
735A MASON ROAD BRIDGE

Professional services from June 2, 2008 to June 29, 2008

Total this invoice **$0.00**

Outstanding Invoices

Number	Date	Balance
0000001	1/16/08	30.00
0000002	4/9/08	7.74
Total		**37.74**

Total now due **$37.74**

Billings to date	**Current**	**Prior**	**Total**
Labor	0.00	600.00	600.00
Consultant	0.00	154.77	154.77
Totals	**0.00**	**754.77**	**754.77**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.10
Invoice No: 0000006

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.10 741 WEST BELLFORT ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
741 WEST BELLFORT ROAD

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	6/19/08	2.00	135.00	270.00
PER SPI				
DESSENS, MARK C.	6/5/08	1.00	150.00	150.00
DESSENS, MARK C.	6/17/08	2.00	150.00	300.00
DESSENS, MARK C.	6/24/08	2.00	150.00	300.00
Totals		7.00		1,020.00

Total Labor **1,020.00**

Total this invoice **$1,020.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	30.00
0000002	3/6/08	61.90
0000003	4/9/08	19.04
0000004	5/13/08	60.17
0000005	6/13/08	672.60
Total		**843.71**

Total now due **$1,863.71**

Billings to date	**Current**	**Prior**	**Total**
Labor	1,020.00	3,264.00	4,284.00
Consultant	0.00	830.81	830.81
Totals	**1,020.00**	**4,094.81**	**5,114.81**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.11
Invoice No: 0000009

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.11 745 FLORENCE ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
745 FLORENCE ROAD

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

	Hours	Rate	Amount
CONSULTANT NEGOTIATIONS SPI			
KNESEK, ERIN	2.00	120.00	240.00
PER SPI			
KNESEK, ERIN	0.50	120.00	60.00
PER SPI			
DESSENS, MARK C.	2.00	150.00	300.00
Totals	4.50		600.00

Total Labor **600.00**

Total this invoice **$600.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	119.00
0000002	12/11/07	22.50
0000003	1/16/08	7.50
0000004	2/11/08	15.00
0000005	3/6/08	22.50
0000006	4/9/08	54.64
0000007	5/13/08	78.92
0000008	6/13/08	1,197.60
Total		**1,517.66**

Total now due **$2,117.66**

Billings to date	**Current**	**Prior**	**Total**
Labor	600.00	6,768.00	7,368.00
Consultant	0.00	830.81	830.81

Totals	**600.00**	**7,598.81**	**8,198.81**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.12
Invoice No: 0000008

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.12 747 RANSOM ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
747 RANSOM ROAD

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
CONSULTANT NEGOTIATIONS SPI				
RING, PETER ALVIN	6/4/08	5.00	135.00	675.00
RING, PETER ALVIN	6/5/08	4.00	135.00	540.00
RING, PETER ALVIN	6/11/08	2.50	135.00	337.50
RING, PETER ALVIN	6/12/08	2.00	135.00	270.00
RING, PETER ALVIN	6/13/08	3.00	135.00	405.00
RING, PETER ALVIN	6/16/08	3.00	135.00	405.00
RING, PETER ALVIN	6/19/08	2.50	135.00	337.50
RING, PETER ALVIN	6/25/08	5.50	135.00	742.50
CONSULTANT NEGOTIATIONS SPI				
DESSENS, MARK C.	6/2/08	2.00	150.00	300.00
DESSENS, MARK C.	6/12/08	2.00	150.00	300.00
DESSENS, MARK C.	6/17/08	2.00	150.00	300.00
Totals		33.50		4,612.50

Total Labor **4,612.50**

Total this Invoice **$4,612.50**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	70.00
0000002	1/16/08	78.75
0000003	2/11/08	47.50
0000004	3/6/08	96.25
0000005	4/9/08	30.23
0000006	5/13/08	67.67
0000007	6/13/08	1,062.60

	Total	**1,453.00**			
				Total now due	**$6,065.50**
Billings to date		**Current**	**Prior**	**Total**	
	Labor	4,612.50	8,040.00	12,652.50	
	Consultant	0.00	830.81	830.81	
	Totals	**4,612.50**	**8,870.81**	**13,483.31**	

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

July 10, 2008
Project No: 0000300701.13
Invoice No: 0000008

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.13 769 BRAND LANE

FORT BEND COUNTY PROJECT MANAGEMENT
769 BRAND LANE

Professional services from June 2, 2008 to June 29, 2008

Professional Personnel

		Hours	Rate	Amount
CONSULTANT NEGOTIATIONS SPI				
RING, PETER ALVIN	6/6/08	1.00	135.00	135.00
CONSULTANT NEGOTIATIONS SPI				
KNESEK, ERIN	6/6/08	2.00	120.00	240.00
KNESEK, ERIN	6/9/08	6.00	120.00	720.00
KNESEK, ERIN	6/12/08	0.50	120.00	60.00
KNESEK, ERIN	6/13/08	1.50	120.00	180.00
KNESEK, ERIN	6/26/08	3.00	120.00	360.00
CONSULTANT NEGOTIATIONS SPI				
DESSENS, MARK C.	6/6/08	2.00	150.00	300.00
DESSENS, MARK C.	6/10/08	3.00	150.00	450.00
DESSENS, MARK C.	6/26/08	2.00	150.00	300.00
Totals		21.00		2,745.00

Total Labor **2,745.00**

Total this Invoice **$2,745.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	30.00
0000002	1/16/08	56.25
0000003	2/11/08	81.25
0000004	3/6/08	70.00
0000005	4/9/08	86.48
0000006	5/13/08	30.17
0000007	6/13/08	120.00

	Total	**474.15**			
				Total now due	**$3,219.15**
Billings to date		**Current**	**Prior**	**Total**	
	Labor	2,745.00	6,445.00	9,190.00	
	Consultant	0.00	758.21	758.21	
	Totals	**2,745.00**	**7,203.21**	**9,948.21**	

16 F

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07/29/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 08/~~05~~06/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 0226823 (Pay Application No.5) in the amount of $46,401.00 to Cobb-Fendley & Associates, Inc. regarding the expansion of Greenbusch/Westheimer Parkway (from SH99 to IH10), Precinct 3. (Fund: Mobility Bonds) Lawson P.O.# 11098

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

old proj

P. O. # 11098
Rec. # 28857

Cobb, Fendley & Associates, Inc.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040-6153
(713) 462-3242

June 9, 2008

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

Invoice No: 0226823

Project: 0412-005-02 Greenbusch/Westheimer Park - SH99-IH10
Custom invoice on D: see Floyd
Invoice for period ending June 1, 2008

Task: 02 ROW Mapping

Fee

Total Fee	141,000.00			
Percent Complete	90.64	Total Earned	127,802.40	
		Previous Fee Billing	81,602.40	
		Current Fee Billing	46,200.00	
		Total Fee		**46,200.00**
			Total this task	**$46,200.00**

Task: 04 Project Management

Fee

Total Fee	2,010.00			
Percent Complete	95.00	Total Earned	1,909.50	
		Previous Fee Billing	1,708.50	
		Current Fee Billing	201.00	
		Total Fee		**201.00**
			Total this task	**$201.00**
			Total this invoice	**$46,401.00**

APPROVED

PAYMENT DUE UPON RECEIPT. PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT.

Cobb Fendley & Associates

INVOICE NUMBER 5
June 5, 2008

FORT BEND COUNTY
1124-52 BLUME ROAD
ROSENBERG, TEXAS 77471

0412-005-02
0226803

ATTENTION: MR. D. JESSE HEGEMIER

GREENBUSCH /WESTHEIMER PARKWAY IH 10 TO SH 99, FORT BEND COUNTY
ROW MAPPING (Phase II)
PERIOD FROM FEBRUARY 1, 2008 TO MAY 31, 2008

SUBSURFACE UTILITY ENGINEERING

TOTAL FEE	$ 23,310.00	
TOTAL PERCENT COMPLETE	100.00	
TOTAL FEE BILLED	$ 23,310.00	
FEE PREVIOUSLY BILLED	$ 23,310.00	
CURRENT FEE BILLING		$ 0.00

SUBSURFACE UTILITY ENGINEERING

Level C & D

WATER	$ 4,200.00 X 100.00% = $ 4,200.00
WASTEWATER	$ 5,460.00 X 100.00% = $ 5,460.00
STORM SEWER	$ 1,680.00 X 100.00% = $ 1,680.00
COMMUNICATION	$ 5,670.00 X 100.00% = $ 5,670.00

Level B

GAS	$ 6,300.00 X 100.00% = $ 6,300.00

TOTAL FOR SUBSURFACE ENGINEERING **$ 23,310.00**

ROW MAPPING

TOTAL FEE	$ 141,000.00	
TOTAL PERCENT COMPLETE	90.64	
TOTAL FEE BILLED	$ 127,800.00	
FEE PREVIOUSLY BILLED	$ 81,600.00	
CURRENT FEE BILLING		$ 46,200.00

ROW MAPPING

ABSTRACTING	$ 9,000.00 X 100.00% = $ 9,000.00
SURVEY AND MAPPING	$ 132,000.00 X 90.00% = $ 118,800.00

TOTAL FOR ROW MAPPING **$ 127,800.00**

HORIZONTAL ALIGNMENT

TOTAL FEE	$ 4,520.00	
PERCENT COMPLETE	100.00	
TOTAL FEE BILLED	$ 4,520.00	
FEE PREVIOUSLY BILLED	$ 4,520.00	
CURRENT FEE BILLING		$ 0.00

HORIZONTAL ALIGNMENT

HORIZONTAL ALIGNMENT	$ 4,520.00 X	100.00% =	$ 4,520.00

TOTAL FOR HORIZONTAL ALIGNMENT **$ 4,520.00**

PROJECT MANAGEMENT

TOTAL FEE	$ 2,010.00	
PERCENT COMPLETE	95.00	
TOTAL FEE BILLED	$ 1,909.50	
FEE PREVIOUSLY BILLED	$ 1,708.50	
CURRENT FEE BILLING		$ 201.00

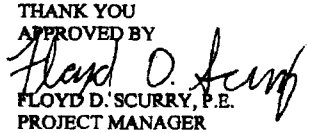
PROJECT MANAGEMENT

PROJECT MANAGEMENT	$ 2,010.00 X	95.00% =	$ 1,909.50

TOTAL FOR PROJECT MANAGEMENT **$ 1,909.50**

TOTAL INVOICE DUE **$ 46,401.00**

THANK YOU
APPROVED BY



FLOYD D. SCURRY, P.E.
PROJECT MANAGER

AS PER ORIGINAL

June 5, 2008

GREENBUSCH/WESTHEIMER PARKWAY: IH - 10 to SH 99
PHASE II
COBB, FENDLEY & ASSOCIATES, INC
INVOICE FOR THE PERIOD FEBRUARY 1, 2007 THROUGH MAY 31, 2008
INVOICE NUMBER 5

TASK DESCRIPTION	TASK VALUE	% COMPLETE		AMOUNT EARNED		DUE
		PRIOR	CURRENT	PRIOR	CURRENT	INVOICE
SUBSURFACE UTILITY ENGINEERING						
Level C and D						
WATER	4,200.00	100.00%	100.00%	4,200.00	4,200.00	0.00
WASTEWATER	5,460.00	100.00%	100.00%	5,460.00	5,460.00	0.00
STORM SEWER	1,680.00	100.00%	100.00%	1,680.00	1,680.00	0.00
COMMUNICATION	5,670.00	100.00%	100.00%	5,670.00	5,670.00	0.00
Level B						
GAS	6,300.00	100.00%	100.00%	6,300.00	6,300.00	0.00
SUBTOTAL	**23,310.00**	**100.00%**	**100.00%**	**23,310.00**	**23,310.00**	**0.00**
ROW MAPPING						
ABSTRACTING	9,000.00	100.00%	100.00%	9,000.00	9,000.00	0.00
SURVEY & MAPPING	132,000.00	55.00%	90.00%	72,600.00	118,800.00	46,200.00
SUBTOTAL	**141,000.00**	**57.87%**	**90.64%**	**81,600.00**	**127,800.00**	**46,200.00**
HORIZONTAL ALIGNMENT						
HORIZONTAL ALIGNMENT	4,520.00	100.00%	100.00%	4,520.00	4,520.00	0.00
SUBTOTAL	**4,520.00**	**100.00%**	**100.00%**	**4,520.00**	**4,520.00**	**0.00**
PROJECT MANAGEMENT						
PROJECT MANAGEMENT	2,010.00	85.00%	95.00%	1,708.50	1,909.50	201.00
SUBTOTAL	**2,010.00**	**85.00%**	**95.00%**	**1,708.50**	**1,909.50**	**201.00**
PROJECT TOTAL	**170,840.00**	**65.05%**	**92.21%**	**111,138.50**	**157,539.50**	**46,401.00**
REMAINING BALANCE						**13,300.50**
PROJECT TOTAL (PHASE I)	**297,573.85**	**100.00%**	**100.00%**	**297,573.85**	**297,573.85**	**0.00**
REMAINING BALANCE (Phase I)						**0.00**

16G

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project

PERPETUAL BOND

_____ $ _____

Name: _____

PERFORMANCE BOND

08438748 $ 6,631.05

Name: Jaho, Inc

CASHIER'S CHECK

_____ $ _____

Name: _____

RIDER TO BOND

_____ $ _____

Name: _____

PERMIT NUMBER (name or location:

83071

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Jaho, Inc.

Address: 2003 Wilson Rd.

City/State/Zip: Humble, Tx. 77396

#Truman E. Moffett

AGREED:

Louis G. Hood

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 8-6-08 # 16G

DATE OF RETURN: _____

BY: Sherry Fiza

DEPUTY COUNTY CLERK

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

August 11, 2008

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on August 6, 2008 #16G for the following:

BOND#	08438748	$6,631.05
PRINCIPAL	Jaho Inc	
SURETY	Colonial American Casualty and Surety Company	
CONSTRUCTION PROJECT		
RELEASE TO	Jaho Inc. Attn: Truman E. Moffett 2003 Wilson Rd Humble TX 77396	

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

16 H

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project

PERPETUAL BOND

_____ **$** _____

Name: _____

PERFORMANCE BOND

105027555 **$** 5,000.

Name: Dyad Construction, LP

CASHIER'S CHECK

_____ **$** _____

Name: _____

RIDER TO BOND

_____ **$** _____

Name: _____

PERMIT NUMBER (name or location:

83463

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Dyad Construction, LP

Address: 8505 Holt Street

City/State/Zip: Houston, Tx. 77054

Patti Heffley

AGREED:

Louis G. Hood

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 8-6-08 **#** 16 H

DATE OF RETURN: _____

BY: Sherry Fiet

DEPUTY COUNTY CLERK

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

August 11, 2008

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on August 6, 2008 #16H for the following:

BOND#	105027555 $5,000.00
PRINCIPAL	Dyad Construction LP
SURETY	Travelers Casualty and Surety Company
CONSTRUCTION PROJECT	
RELEASE TO	Dyad Construction LP Attn: Patti Heffley 8505 Holt Street Houston TX 77054

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

16 I

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5/6 day of AUGUST, 20 08, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of BELISLE CONSTRUCTION,INC./PILANT PROPERTIES,LLC

Job Location LEWISVILLE DRIVE

Dated 07/23/08 Bond No. 929456559 Permit No. 83557

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, date 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 Statues. Upon Motion of Commissioner Prestage, seconded by Commissioner Stavinoha, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By Louis A. Hood
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 8-6-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fiser
Deputy

(REVISED 5/30/08)

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

BOND NO 929456559

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Belisle Construction, Inc. whose address is 1914 Donmaur Drive Crest Hill, IL 60403, ~~Texas~~, hereinafter called the Principal, and Western ~~South~~ Surety Company, a Corporation existing under and by virtue of the laws of the State of ~~Dakota~~ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at Chicago, IL 60604 133 S Wabash, 41st Floor, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is ~~David Longhouse~~ and whose address is 600 N Pearl Street Dallas, TX 75201, hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of ~~& 00/100~~ Five Thousand Dollars ($~~-~~5,000.00~~-~~ current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

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

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

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

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

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

EXECUTED this 18th day of July, 20 08.

Belisle Construction, Inc.

PRINCIPAL

BY

Western Surety Company

~~SURETY~~

BY Robert H. Walker
Attorney-in-fact

STATE OF Illinois

COUNTY OF Will SS.:

On this 18th day of July 2008, before me personally appeared Robert H. Walker, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of Western Surety Company, the corporation described in and which executed the annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety Company Acknowledgment

"OFFICIAL SEAL"
Laurann Rieken
Notary Public, State of Illinois
My Commission Expires 04/27/2012

BOND-3768-A

Laurann Rieken

(Notary Public in and for the above County and State)

My commission expires 04/27/2012

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kevin J Scanlon, Robert H Walker, R L Mc Wethy, Gary A Eaton, Rob W Kegley Jr, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 5th day of June, 2008.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 5th day of June, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of July, 2008.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083557

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 Commissioner's Court of Fort Bend County, Texas.

__X__ (1) Complete Application Form.

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

_____ (2) Bond: _____
District Attorney, approval when applicable.

- _____ Perpetual bond currently posted.
  No. _____
  Amount _____
- __X__ Performance bond submitted.
  No. 929456559
  Amount $5,000.
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 07/23/2008
Johnny Ortega CFM/ Permit Administrator — Date
(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION **Application No.** 83557 (County Use Only)

Applicant Name (Martin B Cameron) Pilant Lake Properties, LLC
Applicant Mailing Address 21414 Lakeview Road
City Damon State TX Zip 77430
Work Phone 979-553-4888 Daytime Phone 713-539-8423
Property Owner's Name Pilant Lake Properties LLC Phone 979-553-4888
Property Owner's Mailing Address 21414 Lakeview Road
City Damon State TX Zip 77430

LOCATION OF PROPERTY

Subdivision WATERSIDE ESTATES Sec ____ Lot ____ Blk ____
Physical Address 1810 LEWISVILLE DRIVE

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section ✓ Driveway - Open Ditch Section ____
Culvert Only ____

DRIVEWAY REQUIREMENTS

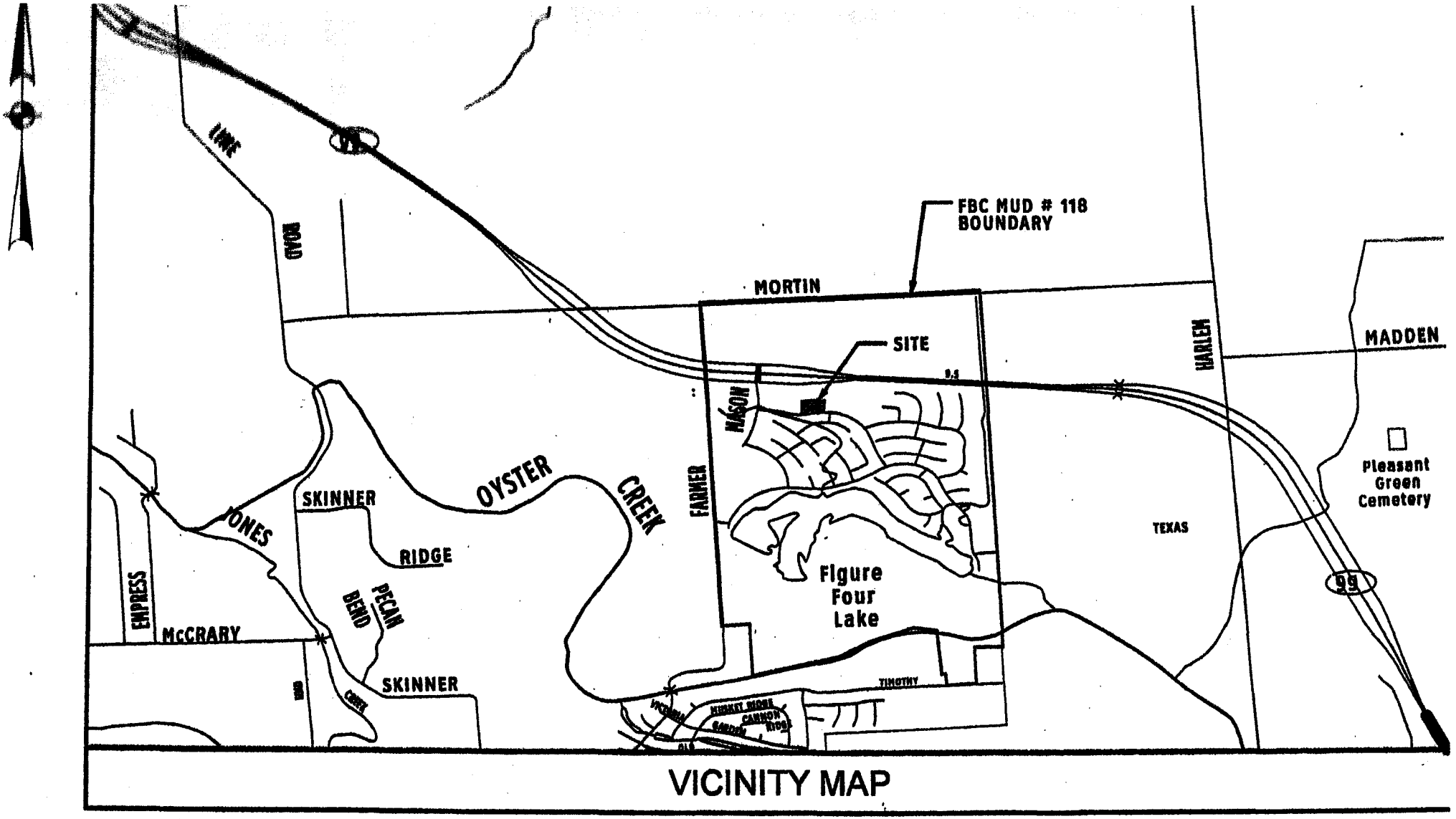
Length ***20' minimum and 40' maximum*** Number of drives 1
(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co.fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation **Yes ( )** **No ( )**
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

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

Martin B Cameron 4.15.08
Signature of Applicant, Agent or Attorney **Date**

Martin B Cameron
Printed Name

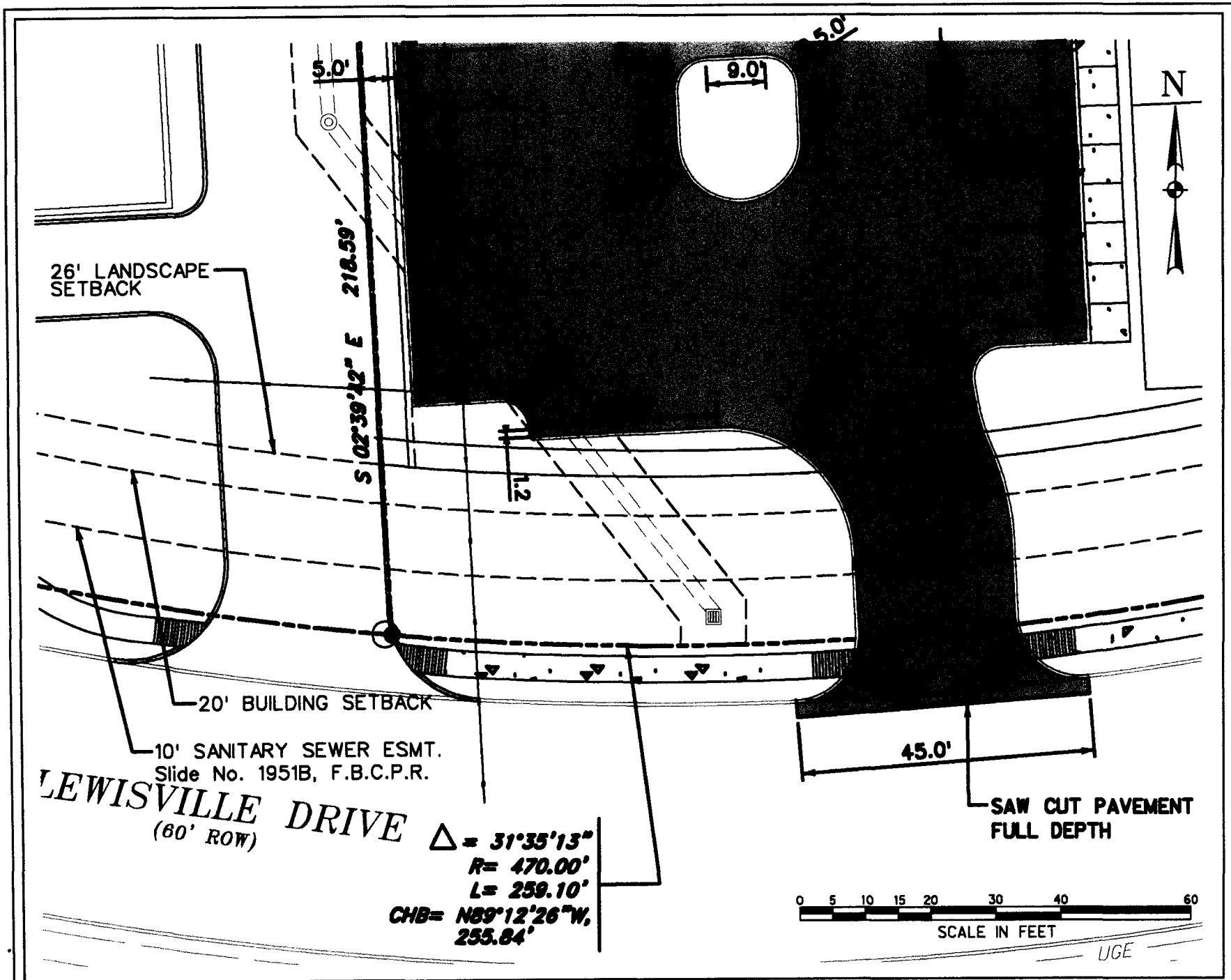


VICINITY MAP

FORT BEND COUNTY
KEY MAP No. 526W
N.T.S.

AVO 25306

AS PER ORIGINAL



Project No.: 25306
Issued: 07/17/08

PROPOSED DRIVEWAY EXHIBIT

PRIMROSE WATERSIDE

FORT BEND COUNTY, TEXAS

HALFF
3701 KIRBY DRIVE, SUITE 860
HOUSTON, TEXAS 77098-3828
TEL (713) 523-7161
FAX (713) 523-4373

7/17/2008 3:49:58 PM dfrost HALFF H:\25000\25306\CADD\CIVIL\C101-ESD-08-25306.dgn Sheet FILE/PLT: PDF_Mono/Full_300.plt

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 26 day of AUGUST, 20 08, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of SUPERIOR WATERWORKS,LLC

Job Location OLD RICHMOND

Dated 07/21/08 Bond No. 0038904774 Permit No. 83555 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, date 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 Statues. Upon Motion of Commissioner Prestage, seconded by Commissioner Stavinoha, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis Galloway
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 9-6-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fiser
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083555

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 Commissioner's Court of Fort Bend County, Texas.

__X__ (1) Complete Application Form.

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

__X__ b. Vicinity map showing course of direction.

_____ c. Plans and specifications.

_____ (2) Bond: _____
District Attorney, approval when applicable.

_____ Perpetual bond currently posted.
No. _____
Amount _____

_____ Performance bond submitted.
No. _____
Amount _____

__X__ Cashier's Check.
No. 0038904774
Amount $5,000.

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

_____ _____
Precinct Engineer Acknowledgment Date

_____ _____
Precinct Commissioner Acknowledgment Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 07/21/2008
Johnny Ortega CFM/ Permit Administrator Date
(REVISED 5/30/08)

00389 / Office AU # | 11-24 / 1210(8)

CASHIER'S CHECK

0038904774

Operator I.D.: tx001078 tx001078

July 18, 2008

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

Five thousand dollars and no cents **$5,000.00**

WELLS FARGO BANK, N.A.
2910 AVENUE H
ROSENBERG, TX 77471
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 5,000.00

AUTHORIZED SIGNATURE

⑈0038904774⑈ ⑆121000248⑆4861 505709⑈

AS PER ORIGINAL

DEPOSIT TICKET

FORT BEND COUNTY CLERK
REGISTRY FUND
301 JACKSON
RICHMOND, TX 77469-3108

PROSPERITY BANK
14060 SOUTHWEST FREEWAY
SUGAR LAND, TEXAS 77478
281-269-7200

Checks and other items are received for deposit subject to the applicable rules of the Uniform Commercial Code or any applicable collection agreement.
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SF

DATE 8-8-08	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS LIST EACH SEPARATELY		
Cashiers Ck	5000	—
2 0038904774		
3		
4 Superior		
5 Waterworks		
6		
7 Permit		
8 83555		
9		
10 8-6-08 16J		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
5000 — PLEASE RE-ENTER TOTAL HERE TOTAL		

[redacted]

AS PER ORIGINAL

PROSPERITY BANK®

MEMBER FDIC

www.prosperitybankbx.com

Transaction Receipt

YOUR DEPOSIT MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

~~08/11/2008~~ 1:08 PM

Br# 111 Tlr# 112 Seq# 84

Account XXXXX[redacted]

DDA Deposit 5,000.00

We appreciate your business

Checking Deposit Receipt unless marked below

- ☐ SAVINGS DEPOSIT
- ☐ INSTALLMENT LOAN PMT.
- ☐ COMMERCIAL LOAN PMT.
- ☐ SAFE DEPOSIT RENTAL
- ☐ OTHER
- ☐ _____

ACCOUNT CREDITED ON DATE SHOWN

ALL ITEMS ARE RECEIVED SUBJECT TO CONDITIONS AND TERMS STATED ON SIGNATURE CARDS CURRENTLY USED. TRANSACTION NUMBER, DATE AND AMOUNT OF DEPOSIT ARE SHOWN.

Home

LOGIC
ACH Transfer

Confirmation

Account: [redacted]

DIANNE WILSON
General Fund

Amount of ACH Transfer: $ 5,000.00

Type of Transaction: Deposit

Today's Date: 08/12/2008

Current Time: 01:45:37 PM (Eastern)

Effective Date: 08/13/2008

Confirmation Number: 08120053

Would you like to make another ACH Transfer?

Yes No

Submit

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR DEPOSITS

Logic fax 214-953-8878

DATE: 8-12-08

TO: LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: (281) 341-8697

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

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

PERMIT #	ACCOUNT NAME	AMOUNT
83555	Superior Waterworks LLC	5000.00

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

NAME: Sherry Fisk PHONE NO.: 281-344-3952

CONFIRMATION NUMBER 08120053 DATE 8-13-08

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

MICHELLE RENEE HERNANDEZ
8-14-08

** Transmit Conf. Report **

P. 1 Aug 12 2008 13:02

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
S002 LOGIC	NORMAL	12,13:02	0'17"	1	# O K	

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

LOGIC FAX COVER SHEET FOR DEPOSITS

Logic fax 214-953-8878

DATE: 8-12-08

TO: LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: (281) 341-8697-

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

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

PERMIT #	ACCOUNT NAME	AMOUNT
83555	Superior Waterworks LLC	5000.00

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

NAME: Sherry Fisk PHONE NO.: 281-344-3952

DEPOSIT

PERMIT # 83555

STYLE: Superior Waterworks LLC

NAME PUT INTO LOGIC AS: Superior Waterworks LLC

DEPOSIT AMOUNT: $5,000.00

DATE RECEIVED: 8/6/2008

DATE TRANSFERRED TO LOGIC: 8/12/2008

AS PER ORIGINAL

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. 83555 PCT. No. 4

BOND No. 0038904774

Cash

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored; Jacked; Driven; Cased
OLD Richmond	Approx 700'E of FM1464	65'	BORED

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
	N/A		

General Description

INSTALL 4" C-900 CASING FOR FUTURE WATER SERVICE

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 1486, Rosenberg, TX 77471.

Violation of requirements shall constitute grounds for job shut down.

Does project comply with Fort Bend County Outdoor Lighting Ordinance?

Yes (N/A)

No ( )

COMPANY NAME: SUPERIOR WATERWORKS, LLC

AGENT and/or OWNER

M J. Wasik
(Signature)

NAME & TITLE MIKE L. WASIK
(Please Print)

DATE 7-17-08

ADDRESS PO Box 132454
(Street/P.O. Box)

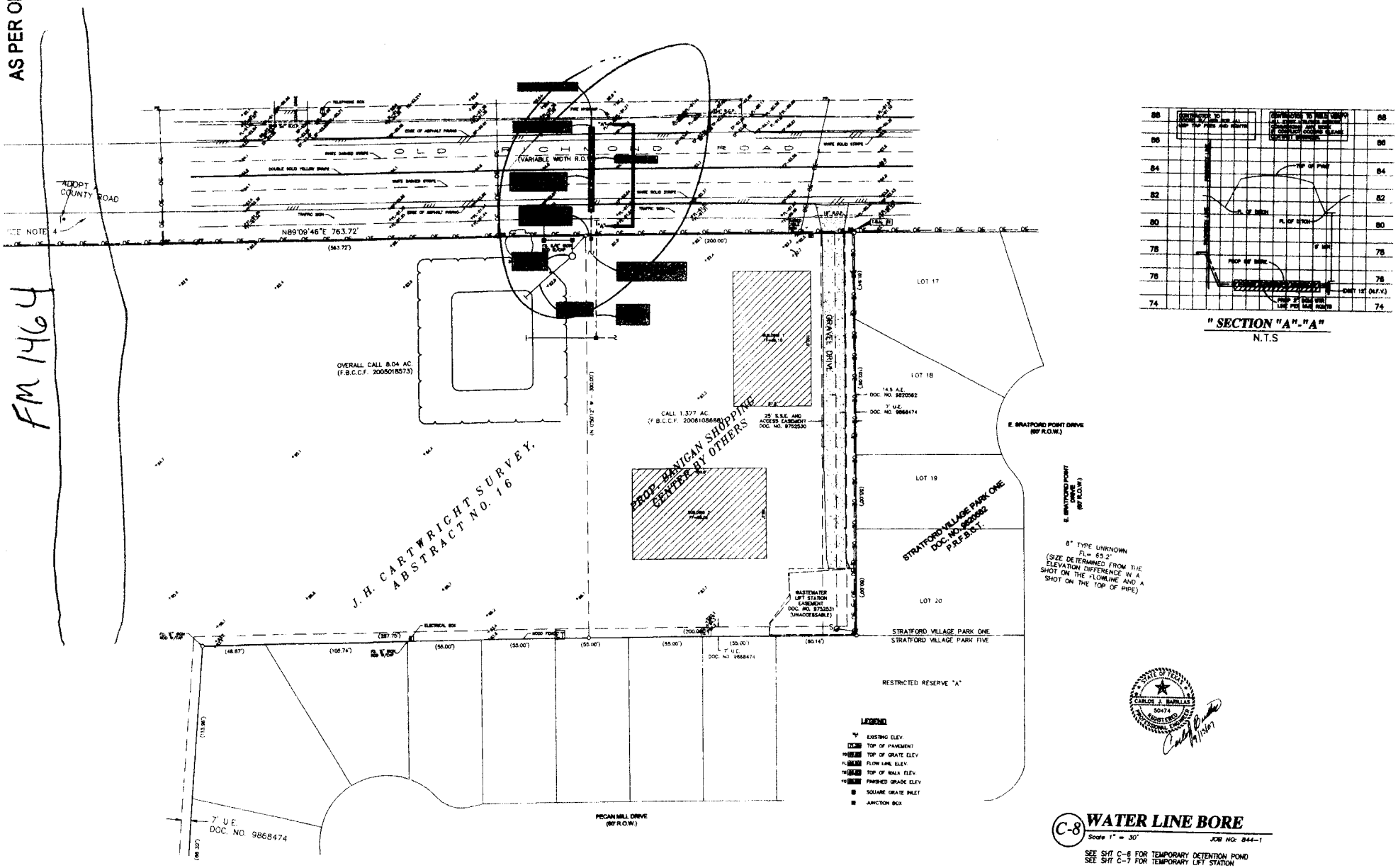
Spring TX 77393
City State Zip

TELEPHONE NO: 281-667-5848
(accessible 24 hrs/day, 7 days/week)

I:\WPDATA\PROCEDA\PERMIT\NOTICE.ROW.doc

AS PER ORIGINAL

FM 1464



" SECTION "A"-"A"
N.T.S

CARLOS J. BARILLAS
50474
REGISTERED
PROFESSIONAL ENGINEER
STATE OF TEXAS
9/13/07

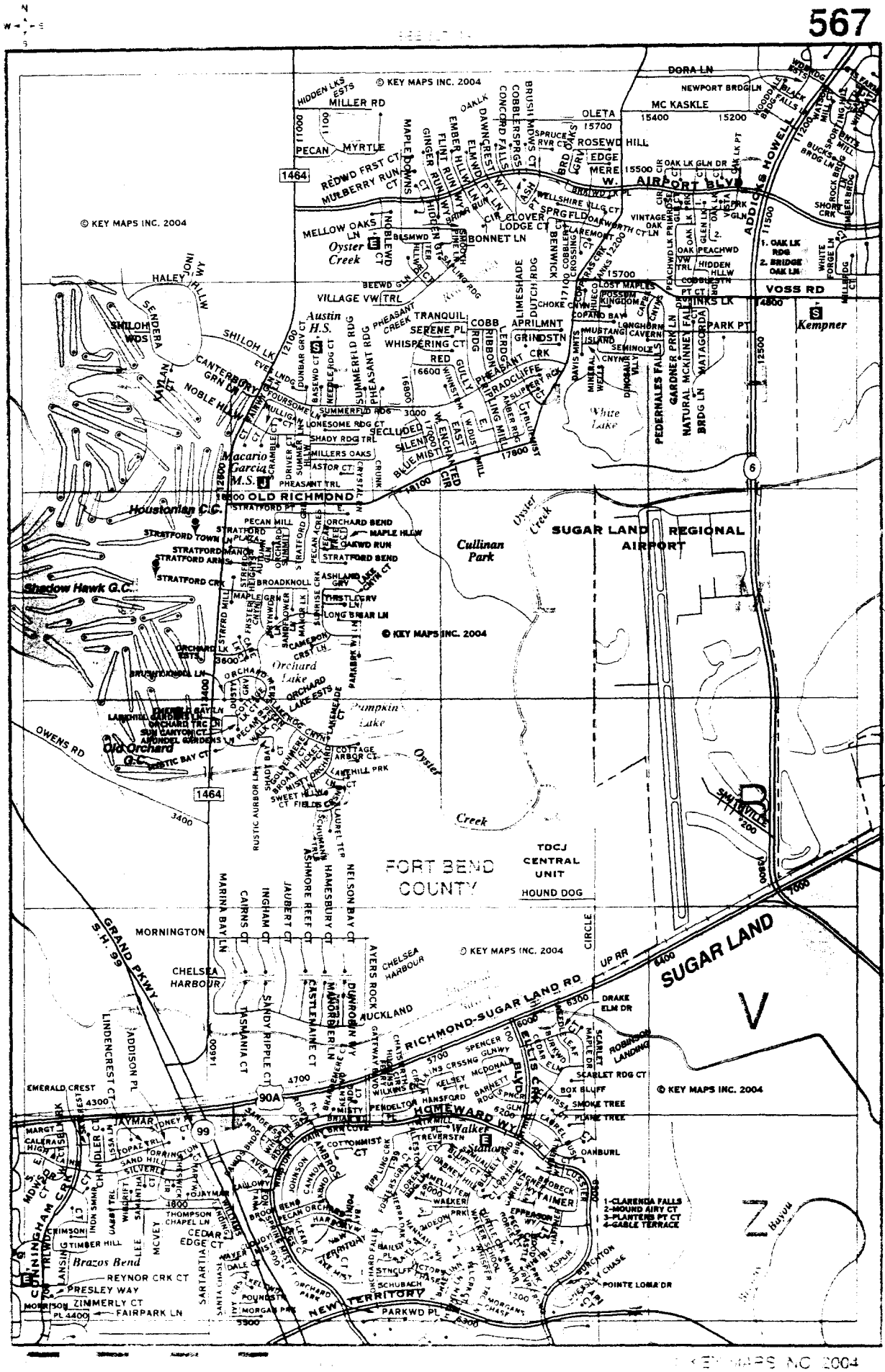
C-8 WATER LINE BORE

Scale 1" = 30' JOB NO: 844-1

SEE SHT C-6 FOR TEMPORARY DETENTION POND
SEE SHT C-7 FOR TEMPORARY LIFT STATION

TEXAS ENGINEERING AND MAPPING
18810 CENTURY DRIVE
STAFFORD, TEXAS 77477
PHONE: (281) 491-2888 FAX: (281) 491-8888

AS PER ORIGINAL



16K

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5 6 day of AUGUST , 20 08 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of CENTERPOINT ENERGY ENTEX

Job Location RABBS BAYOU

Dated 07/28/08 Bond No. 22-022-417 Permit No. 83554

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, date 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 Statues. Upon Motion of Commissioner Prestage , seconded by Commissioner Stavinoha , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis G. Hood
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 8-6-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Shanna Fisher
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083554

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 Commissioner's Court of Fort Bend County, Texas.

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

X (2) Bond: _____
District Attorney, approval when applicable.
- X 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 Commissioner's Court.

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

7/25/08 (4) David Glowy
Drainage District Approval when applicable

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

_____ 07/14/2008
Johnny Ortega CFM/ Permit Administrator — Date
(REVISED 5/30/08)

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. 47858787
PERMIT NO. 83554 PCT. NO. 1
BOND NO. 22-022-417

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction:			
			Bored	Jacked	Driven	Cased
4" ip stl. crossing Rabbs Bayou	at Golf View Dr.	140 FT	310 FT			
8" hp stl. crossing Rabbs Bayou	at Golf View Dr.	140 FT	360 FT			

Along Roads and / or Drainage Ditches

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

General Description

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

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: CenterPoint Energy Entex
AGENT and / or OWNER

Jose Antonio Alvarado
(Signature)

NAME & TITLE: Jose Antonio Alvarado, P.E.
Operations Engineer
(Please Print)

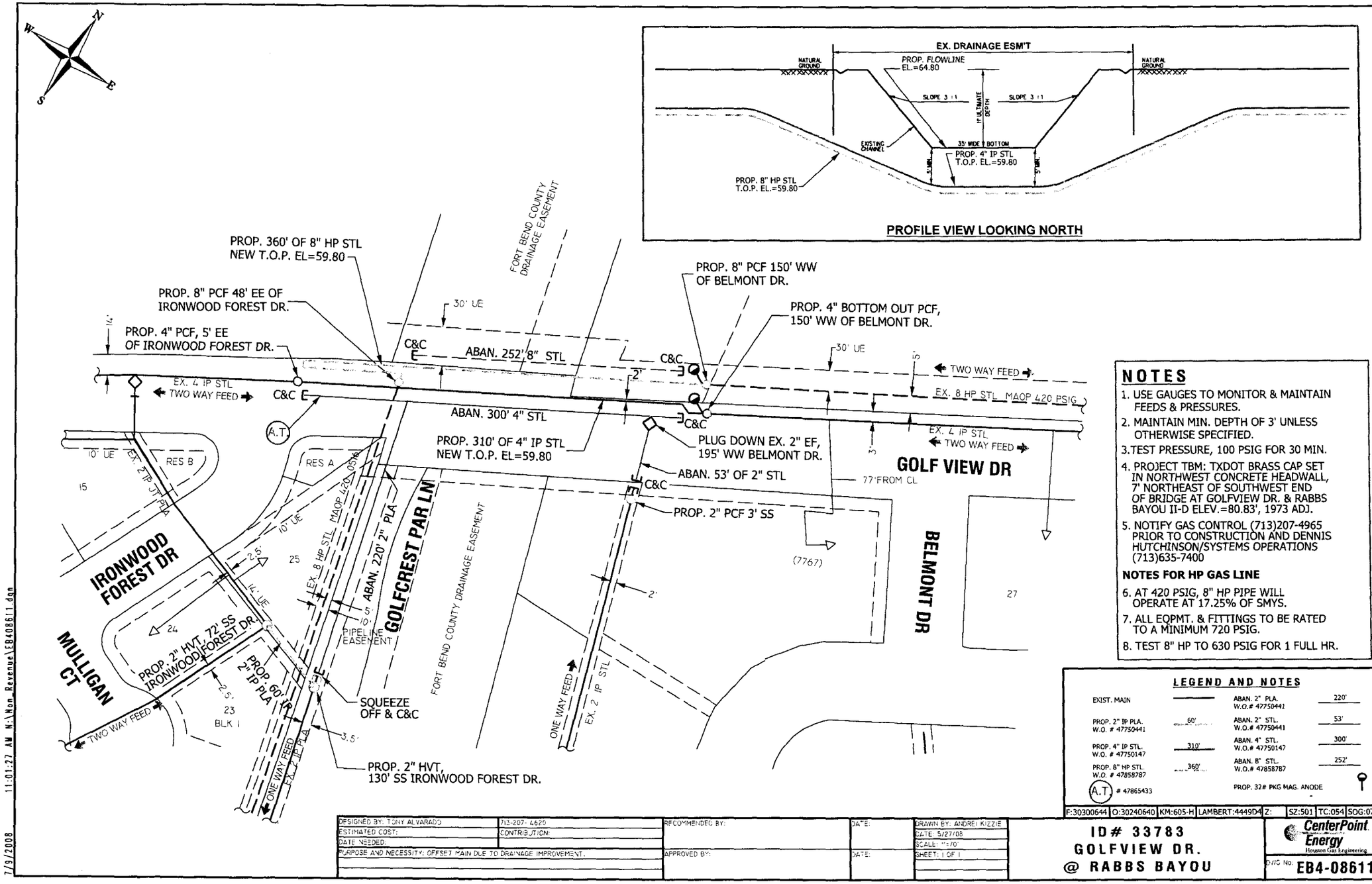
DATE: July 9, 2008

ADDRESS: 1301 Travis –Rm 773
(Street / P.O. Box)

Houston Texas 77002
City State Zip

TELEPHONE NO: **(713) 207-4601- Gloria Malone**
(accessible 24 hrs/day, 7 days/week)

REV. 4/8/91
C:\WP51\FORM\PERMIT\CCPLA\PRMITAPP



NOTES

1. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURES.
2. MAINTAIN MIN. DEPTH OF 3' UNLESS OTHERWISE SPECIFIED.
3. TEST PRESSURE, 100 PSIG FOR 30 MIN.
4. PROJECT TBM: TXDOT BRASS CAP SET IN NORTHWEST CONCRETE HEADWALL, 7' NORTHEAST OF SOUTHWEST END OF BRIDGE AT GOLFVIEW DR. & RABBS BAYOU II-D ELEV.=80.83', 1973 ADJ.
5. NOTIFY GAS CONTROL (713)207-4965 PRIOR TO CONSTRUCTION AND DENNIS HUTCHINSON/SYSTEMS OPERATIONS (713)635-7400

NOTES FOR HP GAS LINE

6. AT 420 PSIG, 8" HP PIPE WILL OPERATE AT 17.25% OF SMYS.
7. ALL EQPMT. & FITTINGS TO BE RATED TO A MINIMUM 720 PSIG.
8. TEST 8" HP TO 630 PSIG FOR 1 FULL HR.

LEGEND AND NOTES

EXIST. MAIN		ABAN. 2" PLA. W.O.# 47750441	220'
PROP. 2" IP PLA. W.O. # 47750441	60'	ABAN. 2" STL. W.O.# 47750441	53'
PROP. 4" IP STL. W.O. # 47750147	310'	ABAN. 4" STL. W.O.# 47750147	300'
PROP. 8" HP STL W.O. # 47858787	360'	ABAN. 8" STL. W.O.# 47858787	252'
A.T. # 47865433		PROP. 32# PKG MAG. ANODE	

F:30300644 | O:30240640 | KM:605-H | LAMBERT:4449D4 | Z: | SZ:501 | TC:054 | SOG:07601

DESIGNED BY: TONY ALVARADO	713-207-4620	RECOMMENDED BY:	DATE:	DRAWN BY: ANDREI KIZZIE	ID# 33783 GOLFVIEW DR. @ RABBS BAYOU
ESTIMATED COST:	CONTRIBUTION:			DATE: 5/27/08	CenterPoint Energy Houston Gas Engineering
DATE NEEDED:				SCALE: 1"=70'	
PURPOSE AND NECESSITY: OFFSET MAIN DUE TO DRAINAGE IMPROVEMENT.		APPROVED BY:	DATE:	SHEET: 1 OF 1	DWG No. EB4-08611

7/9/2008 11:01:27 AM N:\Non_Revenue\EB4008611.dgn

16 L

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 26 day of AUGUST, 20 08, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of AT & T

Job Location FARMER ROAD

Dated 07/21/08 Bond No. CH1-001686693-01 Permit No. 83556 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, date 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 Statues. Upon Motion of Commissioner Prestage, seconded by Commissioner Stavinoha, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis C. Hoock
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 8-6-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Teresa Fiore
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083556

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 Commissioner's Court of Fort Bend County, Texas.

_X_ (1) Complete Application Form.

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

_____ (2) Bond: _____
District Attorney, approval when applicable.

- _X_ Perpetual bond currently posted.
  No. CH1-001686693-01
  Amount $25,000.
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 07/21/2008
Johnny Ortega CFM/ Permit Administrator — Date
(REVISED 5/30/08)

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. 6695891
PERMIT NO. 83556 PCT. NO. 3
BOND NO. CHI-0016866 93-01

FORMAL NOTICE IS HEREBY GIVEN THAT AT&T PROPOSES TO LAY, CONSTRUCT, MAINTAIN AND/OR REPAIR CABLE, CONDUIT AND/OR POLE LINE, IN, UNDER, ACROSS, OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY, AS FOLLOWS:

IN,UNDER, OR ACROSS ROADS AND/OR DRAINAGE DITCHES

ROAD OR DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	LENGTH OF CROSSING	TYPE OF CONSTRUCTION BORED	JACKED	DRIVEN	CASE
FARMER RD	1500' NORTH OF FM 359	30'	✓			

ALONG ROADS AND/OR DRAINAGE DITCHES

ROAD OR DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	TO	DISTANCE
FARMER RD	EXISTING AT&T PED # 17	SOUTH	60'

GENERAL DESCRIPTION

PLACE BURIED CABLE IN EAST ROW OF FARMER RD. BORE 30' TO WEST ROW OF FARMER RD TO PROVIDE TELEPHONE SERVICE TO NEW RICHMOND FIRE STATION.

THE LOCATION AND DESCRIPTION OF THE PROPOSED INSTALLATION AND APPURTENANCES IS MORE FULLY SHOWN ON THE ATTACHED DETAIL DRAWINGS. THE LAYING, CONSTRUCTION, MAINTENANCE AND/OR REPAIR OF THE PROPOSED INSTALLATION SHALL BE SUBJECT TO "A REVISED ORDER REGULATING THE LAYING, CONSTRUCTION, MAINTENANCE AND/OR REPAIR OF CABLES, CONDUITS, AND/OR POLE LINES, IN, UNDER, ACROSS, OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY, TEXAS , UNDER THE JURISDICTION OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS" AS PASSED BY COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, DATED THE 3RD DAY OF AUGUST, 1987, RECORDED IN VOLUME 639 OF THE MINUTES OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS.

WRITTEN NOTICES ARE REQUIRED: 1) 48 HOURS IN ADVANCE OF START OF CONSTRUCTION AND 2) WHEN CONSTRUCTION IS COMPLETE AND READY FOR FINAL INSPECTION.

MAIL TO: PERMIT ADMINISTRATOR/FORT BEND COUNTY ENGINEERING
P.O. BOX 1449, ROSENBERG, TX 77471

VIOLATION OF REQUIREMENTS SHALL CONSTITUTE GROUNDS FOR JOB SHUT DOWN.

COMPANY NAME: AT&T
AGENT AND/OR OWNER

LeQuan Lee
(SIGNATURE)

NAME & TITLE: LEQUAN LEE MANAGER OSP PLNG & ENGRG DESIGN
(PLEASE PRINT)

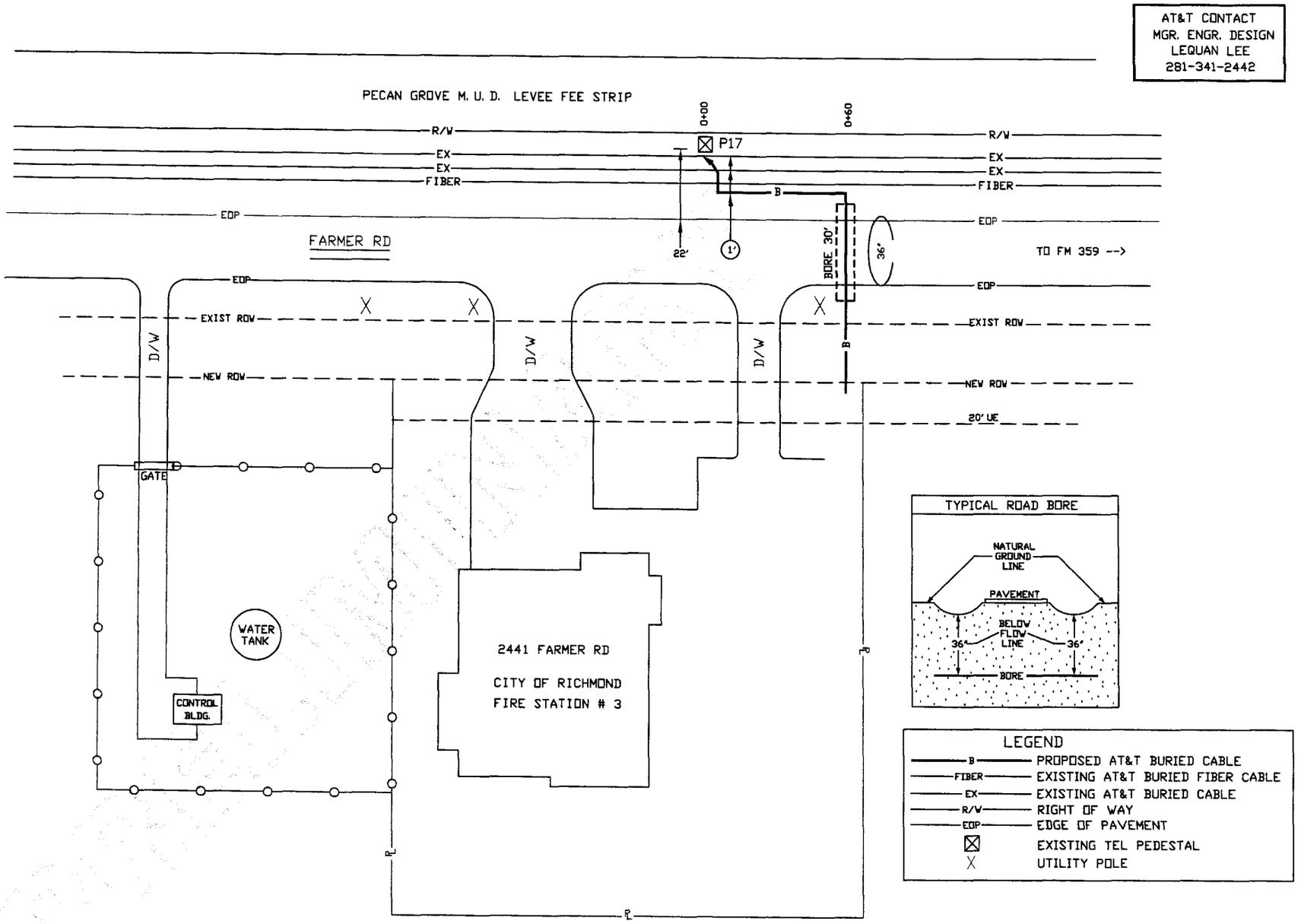
DATE: 07/17/2008

ADDRESS: 1110 LOUISE 1ST FLR
(STREET/P.O.BOX)

ROSENBERG (CITY) TEXAS (STATE) 77471 (ZIP)

TELEPHONE NO: 281-341-2442
(ACCESSIBLE 24 HRS/DAY, 7 DAYS/WEEK)

I:\Web Page\Pre-web Documents and Images\Word Documents\Engineering\NOTICE.ROW.doc
FM-HOMP00/FORMS/FTBENDCTY



AT&T CONTACT
MGR. ENGR. DESIGN
LEQUAN LEE
281-341-2442

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK ____ TO ____
MFRC 45C

TRANSMISSION ZONE
RZ 13 CZ 0 TAPER CODE 530402

CAUTION HIGH VOLTAGE
KV 7.20 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO CENT - CENTER POINT
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 6695891

TOT.PRINTS 4 PRINT NO. 4
NPA/NNX: 281-232 PRT:281232
EXCH. RICH-ROSE
TAX DIST. FG009
GEO LOC. W89232
ENGR. LL DRAWN RG
TELEPHONE NO. (281) 341-2442
REC. REF. 232-280-22
MAP REF. KM 566 J
SCALE NONE
ISSUE DATE
PROJ TITLE 2441 FARMER RD
REV. NUMBER
DATE REV.

--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

16 m

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of AUGUST, 20 08, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of AT & T

Job Location GARDEN HEATH LANE, MASON ROAD,LAKEMONT BEND LANE

Dated 07/28/08 Bond No. CH1-001686693-01 Permit No. 83558

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, date 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 Statues. Upon Motion of Commissioner Prestage, seconded by Commissioner Stevinoha, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 8-6-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By _____
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083558

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 Commissioner's Court of Fort Bend County, Texas.

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

_____ (2) Bond: _____
District Attorney, approval when applicable.
- X Perpetual bond currently posted.
  No. CH1-001686693-01
  Amount $25,000.
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 07/28/2008
Johnny Ortega CFM, Permit Administrator — Date
(REVISED 5/30/08)

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. 6386373 - DA# 1660D

PERMIT No. 93558 PCT. No. 3

BOND No. CHI-0016866693-01

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored:	Jacked:	Driven:	Cased
GARDEN HEATH LN.	INTERSECTION OF LAKEMONT BEND	30'				✓ - 4" PVC

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
MASON ROAD	190' SOUTH	LAKEMONT BEND	190'
LAKEMONT BEND	INTERSECTION OF MASON RD.	GARDEN HEATH LN	1223'
GARDEN HEATH LN	INTERSECTION OF LAKEMONT GLEN	10' AT+T ESMT.	291'

General Description

AT+T PROPOSES TO PLACE BURIED TELEPHONE FIBER OPTIC CABLE ON MASON RD, LAKEMONT BEND, AND GARDEN HEATH LN.

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

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

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

Violation of requirements shall constitute grounds for job shut down.

Does project comply with Fort Bend County Outdoor Lighting Ordinance?

Yes ( )

No ( )

COMPANY NAME: AT+T
AGENT and/or OWNER

James R. Chaffin
(Signature)

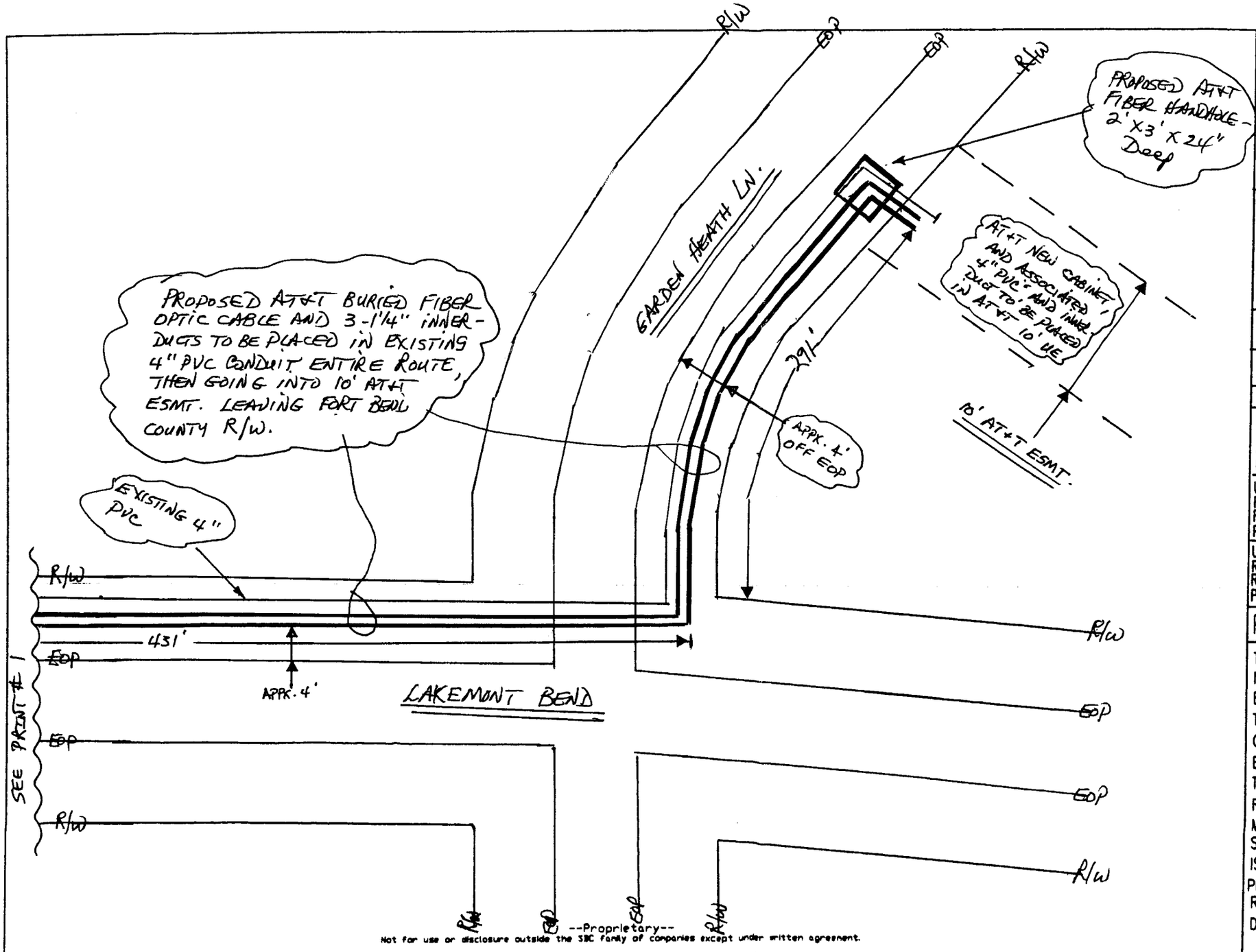
NAME & TITLE JAMES R. CHAFFIN / ENGNR. AT+T
(Please Print)

DATE 07-18-2008

ADDRESS 5252 HOLLISTER RD., RM 202
(Street/P.O. Box)

HOUSTON TX 77040
City State Zip

TELEPHONE NO: 713-574-0584 - CELL #
(accessible 24 hrs/day, 7 days/week)
713-939-5628 - OFFICE #



SPECIAL CIRCUITS

6203 FORWARDED

PERMIT REQUIRED

NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRC

TRANSMISSION ZONE

RZ CZ TAPER CODE

CAUTION HIGH VOLTAGE

KV 19.90 AERIAL BURIED

HIGHWAY PERMIT NO.

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) (-)

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) (-)

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) (-)

PROJECT NO 6386373

TOT. PRINTS Permit PRINT NO. Permit

NPA/NNX: 281232 PRT: 2 of 3

EXCH. Rich-Rose

TAX DIST. CMC

GEO LOC. W89232

ENGR. James C. DRAWN

TELEPHONE NO. 713-574-0684

REC. REF.

MAP REF. 526 E

SCALE

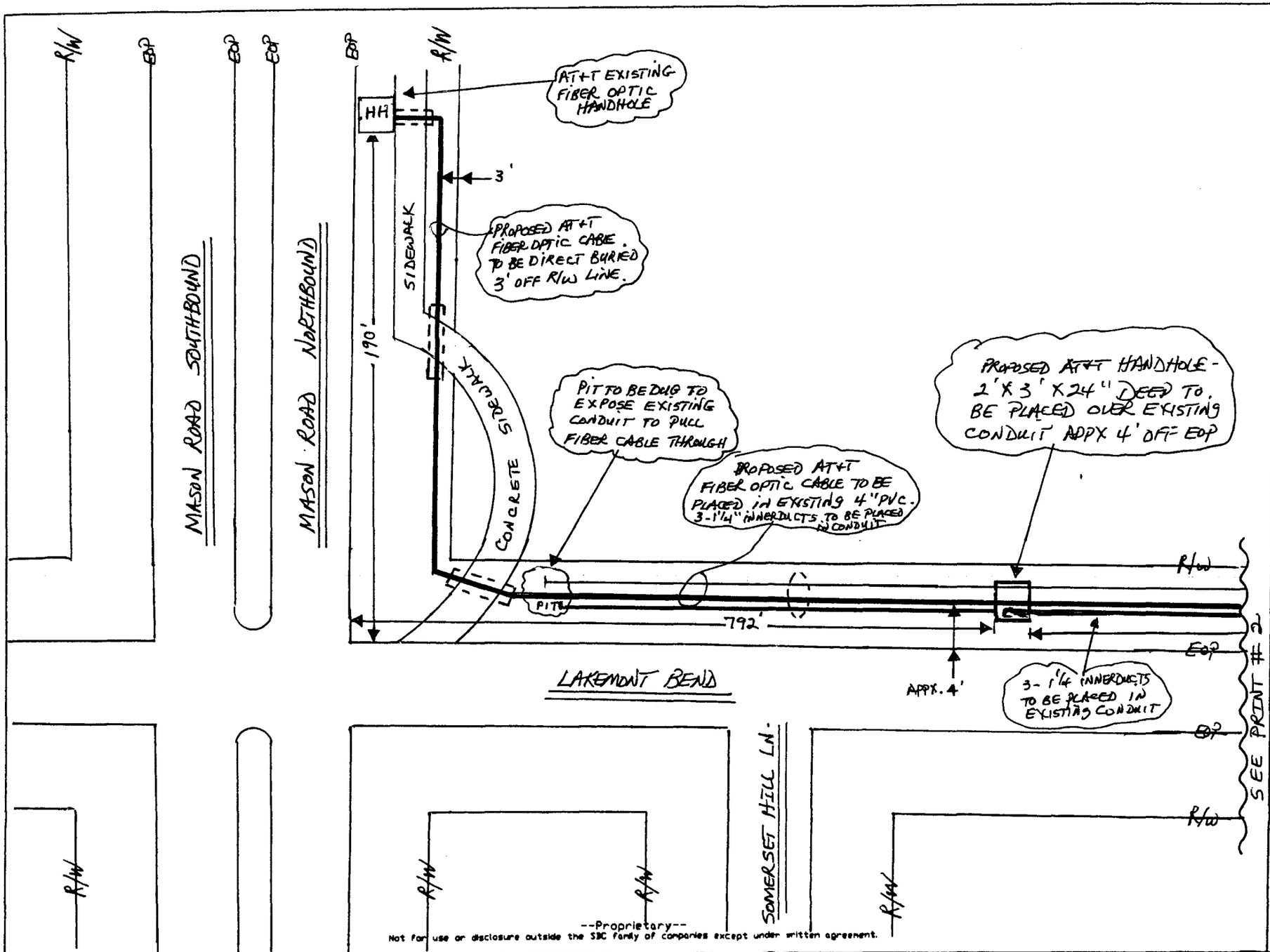
ISSUE DATE

PROJ TITLE

REV. NUMBER DA 1660-D

DATE REV.

--Proprietary--
Not for use or disclosure outside the SBC family of companies except under written agreement.



SPECIAL CIRCUITS

6203 FORWARDED

PERMIT REQUIRED

NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRC

TRANSMISSION ZONE

RZ CZ TAPER CODE

CAUTION HIGH VOLTAGE

KV 19.90 AERIAL BURIED

HIGHWAY PERMIT NO.

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) (-)

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) (-)

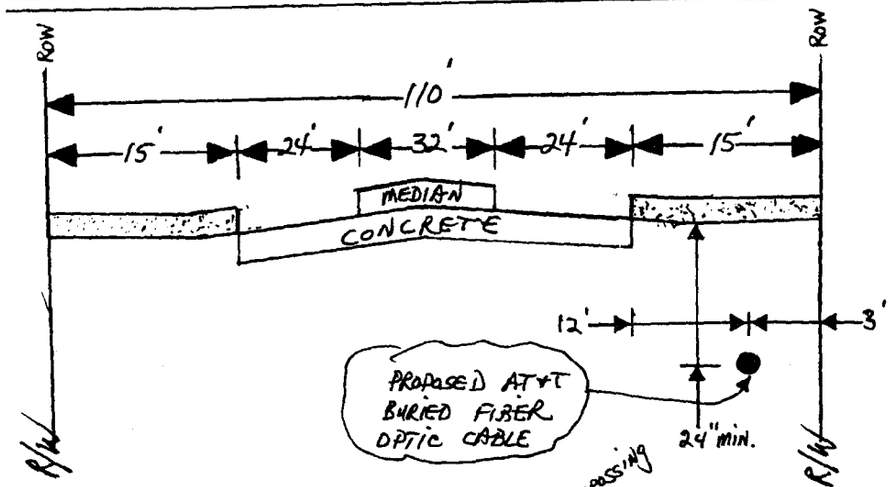
Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) (-)

PROJECT NO 6386373

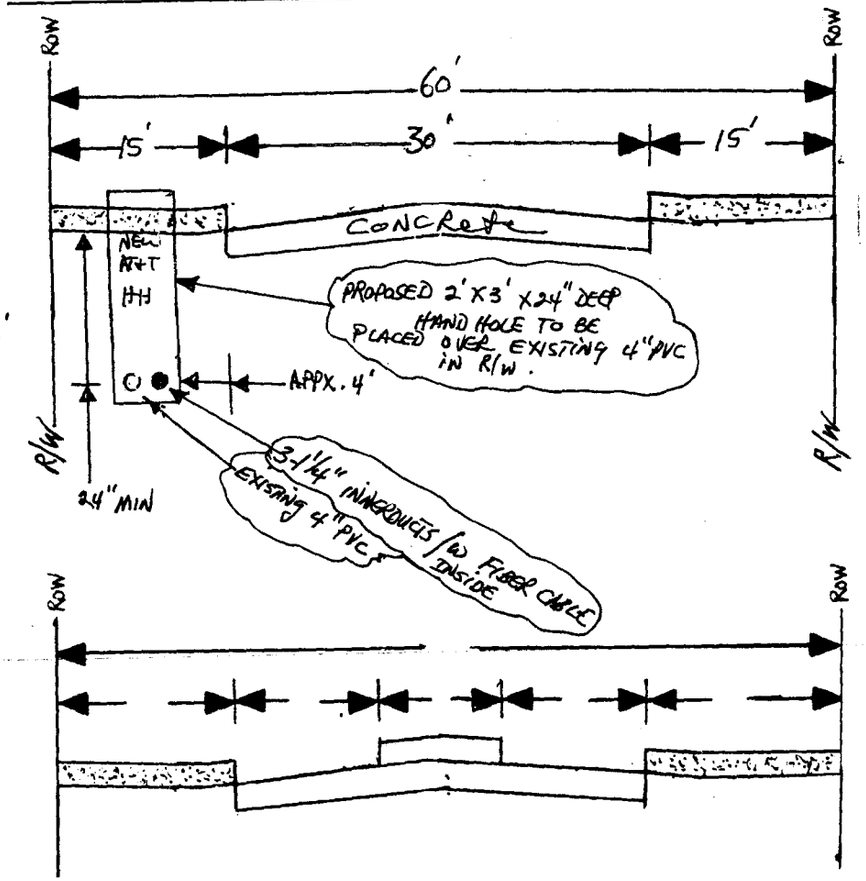
TOT. PRINTS Permit PRINT NO. Permit
NPA/NNX: 281232 PRT: 1 of 3
EXCH. Rich-Rose
TAX DIST. CMC
GEO LOC. W89232
ENGR. James C. DRAWN
TELEPHONE NO. 713-574-0584
REC. REF.
MAP REF. 526 E
SCALE
ISSUE DATE
PROJ TITLE
REV. NUMBER DA1660-D
DATE REV.

--Proprietary--
Not for use or disclosure outside the SBC family of companies except under written agreement.

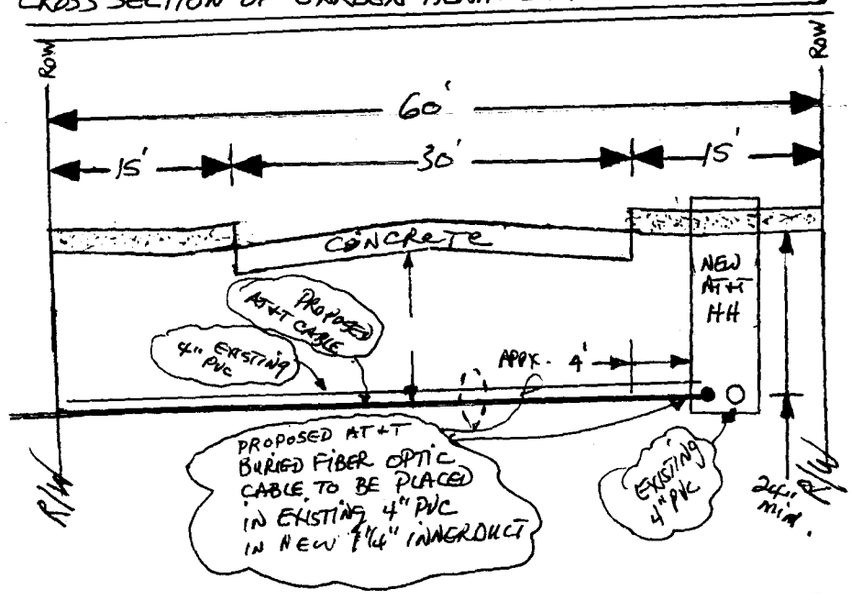
CROSS SECTION OF MASON RD. LOOKING NORTH



CROSS SECTION OF LAMONT BEND LN. LOOKING EAST



CROSS SECTION OF GARDEN HEATH LN. LOOKING NORTH



SPECIAL CIRCUITS

6203 FORWARDED

PERMIT REQUIRED

NORTH ARROW

OPERATING RANGE OF JOB STEPS

LINE TO

SPLICE TO

MFRC

TRANSMISSION ZONE

RZ CZ TAPER CODE

CAUTION HIGH VOLTAGE

KV AERIAL BURIED

HIGHWAY PERMIT NO.

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+)0 (-)0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+)0 (-)0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+)0 (-)0

PROJECT NO 6386373

TOT. PRINTS ~~PERMIT~~ PRINT NO. ~~PERMIT~~
NPA/NNX. 281232 PRT. 383
EXCH. RICH-ROSE
TAX DIST. CMC
GEO LOC. W89232
ENGR. ~~JAMES~~ C. DRAWN
TELEPHONE NO. () -713-574-0584
REC. REF.
MAP REF. 526 E
SCALE NONE
ISSUE DATE.
PROJ TITLE
REV. NUMBER DA# 1660 D
DATE REV.

--Proprietary--
Not for use or disclosure outside the SBC family of companies except under written agreement

16 N

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5th day of AUGUST, 20 08, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of INTOWN CONSTRUCTION GROUP,LLC

Job Location McKASKLE

Dated 07/29/08 Bond No. RSB-216861 Permit No. 83559

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, date 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 Statues. Upon Motion of Commissioner Prestage, seconded by Commissioner Stavinoha, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By Louis E. Hood
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 8-6-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Shirley Fiser
Deputy

(REVISED 5/30/08)

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

AUTHORIZED

BOND NO RSB-216861

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Intown Construction Group, LLC. **whose address is** P O Box 36715 Houston **,Texas, hereinafter called the Principal, and** RLI Surety **, a Corporation existing under and by virtue of the laws of the State of** Texas **and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at** PO BOX 815249 Dallas,Tx 75381 **whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is** Texas **and whose address is** PO BOX 815249 Dallas,Tx 75381 **hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of** five thousand **Dollars ($** 5000 **) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.**

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

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

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

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

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

EXECUTED this 10 **day of** July **,** 20 08 **.**

PRINCIPAL

BY

RLI Insurance Company

SURETY

BY

RLI Insurance Co.
P.O. Box 3967
Peoria, IL 61612-3967

POWER OF ATTORNEY

(Irrevocable)

BOND NO. RSB- 216861

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That **RLI INSURANCE COMPANY**, an Illinois corporation, does hereby make, constitute and appoint

BRENDA S. RUMMELL OF KATY, TEXAS

its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following bonds.

An ORIGINAL bond required by Statute, Decree of Court or Ordinance for:		AUTHORITY LIMIT
(A)	FIDUCIARY	
	ADMINISTRATOR'S, PERSONAL REPRESENTATIVE'S AND EXECUTOR'S	$500,000
	GUARDIAN'S, CONSERVATEE'S OR CONSERVATOR'S OF INCOMPETENT ADULTS	$250,000
	BANKRUPTCY TRUSTEE'S OR RECEIVER'S TO LIQUIDATE	$250,000
	REFEREE'S,TRUSTEE'S, AND COMMISSIONER'S TO SELL REAL ESTATE	$250,000
	RECEIVER'S IN STATE COURT ONLY	$ 50,000
	TESTAMENTARY TRUSTEE'S	$ 50,000
	GUARDIAN'S OR CONSERVATOR'S OF MINORS	$ 10,000
(B)	COURT	
	PLAINTIFF'S BOND (EXCEPT RESTRAINING ORDER, INJUNCTION AND BAIL BONDS)	$ 25,000
	(FOR BANKS)	$200,000
	DEFENDANT'S BOND	No Authority
(C)	LICENSE AND PERMIT	
	COUNTY, CITY, TOWN, VILLAGE OR OTHER MUNICIPALITY AS OBLIGEE	$ 25,000
	STATE AS OBLIGEE (Except the following bonds)	No Authority
	SPECIAL FUEL USER BOND	$ 5,000
	COMMERCIAL DRIVERS TRAINING SCHOOL	$ 10,000
	CERTIFICATE OF TITLE	$ 15,000
	OUTDOOR ADVERTISER	$ 10,000
	PERSONNEL EMPLOYMENT ASSISTANCE	$ 5,000
	PUBLIC WEIGHER	$ 5,000
	SUPERHEAVY, OVERSIZED OVER AXLE, OVER GROSS WEIGHT TOLERANCE PERMIT	$ 15,000
	UNITED STATES OF AMERICA OR OTHER BRANCH OF THE FEDERAL GOVERNMENT	No Authority
(D)	CONTRACT OR PERFORMANCE OR LABOR AND MATERIAL OR SUB-DIVISION OR SITE IMPROVEMENT OR MAINTENANCE OR CONSTRUCTION BID BONDS	No Authority
(E)	PUBLIC OFFICIAL	
	NOTARY	$ 50,000
	ANY PUBLIC OFFICIAL AND DEPUTIES (Except Agents for Fish and Game License)	$ 50,000
(F)	ANY BOND OF INDEMNITY, PROVIDED THERE IS ATTACHED TO THIS POWER OF ATTORNEY,WRITTEN AUTHORITY IN THE FORM OF AN ENDORSEMENT OR LETTER, SIGNED BY THE PRESIDENT, VICE PRESIDENT, SECRETARY, TREASURER OR ASSISTANT SECRETARY OF RLI INSURANCE COMPANY SPECIFICALLY AUTHORIZING ITS EXECUTION. FOR CONFIRMATION OF THE WRITTEN AUTHORITY, PLEASE CONTACT RLI INSURANCE COMPANY AT 800-645-2402, (309-692-1000 IN ILLINOIS).	As Determined By RLI Insurance Company

(Shaded area printed blue indicates authenticity)

Note: Authority Limit refers to the aggregate amount for any single obligation, regardless of the number of instruments issued for that obligation. THIS POWER OF ATTORNEY does not authorize any OPEN PENALTY BONDS OR UTILITY BONDS.

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

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force, to-wit: "All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the said RLI INSURANCE COMPANY has caused these presents to be executed by its President with its corporate seal affixed this 26th day of JULY, 1998.

RLI INSURANCE COMPANY

ATTEST Camille J. Hensey
Secretary

Jonathan E. Michael
President

State of Illinois)
) SS
County of Peoria)

On this 26th day of July, 1998, personally came before me Jonathan E. Michael and Camille J. Hensey, to me known to be the individuals and officers of RLI Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and described to the said instrument by the authority of the Board of Directors of said corporation.

Carla J. Barackman
Notary Public

"OFFICIAL SEAL"
CARLA J. BARACKMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/08/01

CERTIFICATE:

I, the undersigned officer of RLI Insurance Company, a corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this * 10 day of July, 2008.

RLI INSURANCE COMPANY By: Jonathan E. Michael
President

***IMPORTANT:** This date must be filled in before it is attached to the bond and it must be the same date as the bond.

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083559

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 Commissioner's Court of Fort Bend County, Texas.

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

_____ (2) Bond: _____
District Attorney, approval when applicable.
- _____ Perpetual bond currently posted.
  No. _____
  Amount _____
- X Performance bond submitted.
  No. RSB-216861
  Amount $5,000.
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 07/29/2008
Johnny Ortega CFM, Permit Administrator — Date
(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION **Application No.** 83559 (County Use Only)

Applicant Name INTOWN CONSTRUCTION GROUP, LLC.

Applicant Mailing Address P.O. BOX 36715

City HOUSTON State TX. Zip 77236

Work Phone (713) 530-8200 Daytime Phone (713) 530-8200

Property Owner's Name OSIRIS HOLDINGS, LLC Phone (713) 545-2744

Property Owner's Mailing Address 10522 BRIGHTON LN

City HOUSTON State TX. Zip 77031

LOCATION OF PROPERTY

Subdivision _____ Sec _____ Lot _____ Blk 1

Physical Address 15222 MCKASKLE RD SUGAR LAND TX. 77478

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section _____ Driveway - Open Ditch Section ✓

Culvert Only _____

DRIVEWAY REQUIREMENTS

Length ***20' minimum and 40' maximum*** Number of drives TWO

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

Does project comply with Fort Bend County Lighting Regulation **Yes (✓)** **No ( )**
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*

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

- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**

- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

Fayez Natour 7-10-08

Signature of Applicant, Agent or Attorney **Date**

FAYEZ ALNATOUR

Printed Name

16-0

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number _____ Amount $ _____

Principal _____

Surety _____

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number SC 4873 Amount $ 73,100.00
Includes original LOC, and Amendment No. 1, and Amendment No. 2

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Grand Reserve

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Larry K. Siller
River Forest, Ltd.
5545 FM 359
Richmond, Texas 77469

AGREED:

Louis C. Hoard
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 8-6-08 # 16-0
DATE OF RETURN: _____
BY: Sharon Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 22, 2008

Commissioner Tom D. Stavinoha
Fort Bend County Precinct 1
301 Jackson St.
Richmond, Texas 77469

RE: Grand Reserve

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 are private and will be maintained by the Grand Reserve Homeowners Association.

The current Letter of Credit is # SC4873 in the amount of $ 73,100.00 . Release LOC to:

Mr. Larry K. Siller
River Forest, Ltd.
5545 FM 359
Richmond, Texas 77469

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Trey Schneider, PBK, Inc.
Mr. Larry K. Siller, River Forest, Ltd.
Mr. Scott Wieghat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

August 13, 2008

NOTIFICATION OF RELEASE
LETTER OF CREDIT

A release order has been issued by the Fort Bend County Commissioners Court on August 6, 2008 #16O for the following letter of credit(s):

LETTER OF CREDIT #	SC 4873
AMOUNT	$73,100.00
PRINCIPAL	Larry K Siller
SURETY	Amegy Bank of Texas
CONSTRUCTION PROJECT	Grand Reserve
RELEASE TO	River Forest Ltd Attn Larry Siller 5545 FM 359 Richmond TX 77469

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.
County Clerk's Office

cc: Mary Jane Sowa
County Engineering Dept.

16P

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number 929369461 Amount $ 217,156.10

Principal Lennar Homes of Texas Land & Construction Ltd. dba Friendswood Dev. Co

Surety The Continental Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Lakemont Manor, Sec. 1

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Robert Jones
Friendswood Development
550 Greens Parkway, Suite 100
Houston, Texas 77067

AGREED:

Louis E. Hood
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 8-6-08 # 16P
DATE OF RETURN: _____
BY: Sherry Fiex
Deputy County Clerk

I:\WPDATA\PROCED\DEV\bond_release_auth_045.doc

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 22, 2008

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

RE: Lakemont Manor, Section 1

Dear Commissioner Meyers:

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:

Broad Run Lane	341.02 LF
Avalon Trace	751.10 LF
Shallow Shaft Lane	262.34 LF
Rambling Tree Lane	1,088.09 LF
Erin Hollow Court	128.39 LF
Bright Summer Lane	556.29 LF
TOTAL:	3,127.25 LF

The current bond is #929369461 in the amount of $217,156.10. Release bond to:

Mr. Robert Jones
Friendswood Development
550 Greens Parkway, Suite 100
Houston, Texas 77067

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. William Ehler, LJA Engineering & Surveying, Inc.
Mr. Robert Jones, Friendswood Development Company
Mr. Scott Greene, Durwood Green Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

August 11, 2008

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on August 6, 2008 #16P for the following:

BOND#	929369461 $217,156.10
PRINCIPAL	Lennar Homes of Texas Land and Construction Ltd d/b/a Friendswood Development Company
SURETY	The Continental Insurance Company
CONSTRUCTION PROJECT	Lakemont Manor Section 1
RELEASE TO	Friendswood Development Attn: Robert Jones 550 Greens Parkway Suite 100 Houston TX 77067

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

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

16Q

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number 929411794 Amount $ 153,650.00

Principal Ann Arundel Farms, Ltd.

Surety Continental Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Lakemont Manor, Section 2

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Robert Jones
Friendswood Development
550 Greens Parkway, Suite 100
Houston, Texas 77067

AGREED:

Louis G. Hood

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 8-6-08 # 16Q
DATE OF RETURN: _____
BY: Sherry Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 24, 2008

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

RE: Lakemont Manor, Section 2

Dear Commissioner Meyers:

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:

Barton Vale Lane	140.00 LF
Shallow Shaft Lane	755.63 LF
Garland Mist Lane	525.61 LF
Heron Shadow Court	542.83 LF
Bright Feather Lane	280.99 LF
TOTAL:	2,245.06 LF

The current bond is #929411794 in the amount of $153,650.00. Release bond to:

Mr. Robert Jones
Friendswood Development
550 Greens Parkway, Suite 100
Houston, Texas 77067

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: Ms. Pareena Trochesset, P.E., LJA Engineering & Surveying, Inc.
Mr. Robert Jones, Friendswood Development
Mr. Scott Greene, Durwood Greene Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

August 11, 2008

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on August 6, 2008 #16Q for the following:

BOND#	929411794 $153,650.00
PRINCIPAL	Ann Arundel Farms Ltd
SURETY	The Continental Insurance Company
CONSTRUCTION PROJECT	Lakemont Manor Section 2
RELEASE TO	Friendswood Development Attn: Robert Jones 550 Greens Parkway Suite 100 Houston TX 77067

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

16 R

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number 5024942 Amount $ 222,600.00

Principal Newmark Homes, L.P.

Surety Bond Safeguard Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Greatwood Forest, Section 4

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Juanita Orsak
Newmark Homes LP
10455 Briar Forest Drive
Houston, Texas 77042

AGREED:

Louis E. Hood
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 8-6-08# 16 R
DATE OF RETURN: _____
BY: Sherry Fiva
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 22, 2008

Commissioner Tom D. Stavinoha
Fort Bend County Precinct 1
301 Jackson St.
Richmond, Texas 77469

RE: Greatwood Forest, Section 4

Dear Commissioner Stavinoha:

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:

Garden Brook	145.00 LF
Great Pecan Lane	647.45 LF
Timber Glen Lane	558.54 LF
Bayou Green Lane	644.77 LF
Forest Knoll Lane	558.55 LF
New Forest Lane	667.11 LF
TOTAL:	3,221.42 LF

The current bond is #5024942 in the amount of $222,600.00. Release bond to:
Ms. Juanita Orsak
Newmark Homes LP
10455 Briar Forest Drive
Houston, Texas 77042

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Mike Barber, Turner Collie & Braden, Inc.
Ms. Juanita Orsak, Newmark Homes LP
Mr. Phil McCormak, Jaho
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

DIANNE WILSON
COUNTY CLERK

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

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

August 11, 2008

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on August 6, 2008 #16R for the following:

BOND#	5024942	$222,600.00
PRINCIPAL	Newmark Homes LP	
SURETY	Bond Safeguard Insurance Company	
CONSTRUCTION PROJECT	Greatwood Forest Section 4	
RELEASE TO	Newmark Homes LP Attn: Juanita Orsak 10455 Briar Forest Drive Houston TX 77042	

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

165

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number 4356193 Amount $ 234,546.20

Principal Park Construction Associates, LLP & Morrison Homes of Texas, Inc.

Surety SureTec Insuance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Lost Creek, Section 3

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Michael Cox
Morrison Homes of Texas, Inc.
11375 West Sam Houston Parkway, Suite 100
Houston, Texas 77031

AGREED:

Louis G. Hood

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 8-6-08 # 165
DATE OF RETURN: _____
BY: Sherry Fiser
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 24, 2008

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

RE: Lost Creek, Section 3

Dear Commissioner Meyers:

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:

Sierra Bend Drive	1,380.41 LF
Sierra Long Drive	844.79 LF
Coldstone Creek Court	675.73 LF
Brackstone Court	422.00 LF
Augrae Park Court	150.00 LF
TOTAL:	3,472.93 LF

The current bond is #4356193 in the amount of $234,546.20. Release bond to:

Mr. Michael Cox
Morrison Homes of Texas, Inc.
11375 West Sam Houston Parkway, Suite 100
Houston, Texas 77031

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. Wade Morgan, R.G. Miller Engineers, Inc.
Mr. Michael Cox, Morrison Homes of Texas, Inc.
Mr. Ed Gill, Parks Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

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

August 11, 2008

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on August 6, 2008 #16S for the following:

BOND#	4356193	$234,546.20
PRINCIPAL	Park Construction Associates LLP and Morrison Homes of Texas Inc	
SURETY	SureTec Insurance Company	
CONSTRUCTION PROJECT	Lost Creek Section 3	
RELEASE TO	Morrison Homes of Texas Inc Attn: Michael Cox 11375 West Sam Houston Pkwy Suite 100 Houston TX 77031	

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

AS PER ORIGINAL 17A

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 21, 2008	**Submitted By: Jacque Burgess**
	Department: Facilities Management & Planning
Court Agenda Date: August 5, 2008	**Phone Number: 281/633-7017**

SUMMARY OF ITEM: Approve PGAL Invoice No. 10023001 in the amount of $4,075.96 for Professional Services rendered on the Fort Bend County Judicial Complex.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: P418B-06FACBOND

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to cspindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4628)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

Jul-30-2008 11:07 AM FACILITIES MGMT AND PLANNING 2816337022 1/2

FM1762

AS PER ORIGINAL

PO # 11563

PGAL

Mr. Don Brady
Fort Bend County
Director Facilites Management
1402 Band Rd., Suite 100
Rosenberg, TX 77471

June 27, 2008
Invoice No: 10023001
Project No: 213.07081.01

Re: Ft Bend Co Judicial Complex - Phase 1 RE

For reimbursable expenses incurred through May 31, 2008

Reimbursable Expenses

	Cost	Markup	Amount
A&E Products Company, Inc	4,060.56	0.00%	4,060.56
Walter P. Moore & Associates,Inc.	15.40	0.00%	15.40
Reimbursable Expenses			**$4,075.96**
Maximum Reimbursables			$24,000.00
Previously Billed			$5,140.60
Total Current Billing			**$4,075.96**

Approval

OK
7/21/08
J Burgess

RECEIVED
JUL 18 2008
BY:

Pierce Goodwin Alexander & Linville

5555 San Felipe Suite 1000 Houston, TX 77056 [P] 713 622 1444 [F] 713 988 9333

Jul-30-2008 11:08 AM FACILITIES MGMT AND PLANNING 2816337022

AS PER ORIGINAL 17B

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 30, 2008

Court Agenda Date: August 6, 2008

Submitted By: Jacque Burgess
Department: Facilities Management & Planning
Phone Number: 281/633-7017

SUMMARY OF ITEM: Approve ROCA Pay Application No. 4 in the amount of $49,059.90 for Professional Services rendered on the Fort Bend County South Post Oak expansion.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: P418B-06POSTOK

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4626)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4667)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

Jul-30-2008 11:30 AM FACILITIES MGMT AND PLANNING 2816337022

FM7168

PO #0473253

7-30-8

PAYMENT APPLICATION

TO:	Don Brady Facilities & Planning Director 1402 Band Road,Suite 100 Rosenberg, Texas 77469 Attn:	PROJECT NAME AND LOCATION:	South Post Oak Concession New Concession Stand Rosenberg Annex 4520 Reading Road Suite A Rosenberg Texas 77471	APPLICATION # PERIOD THRU: PROJECT #s:	4 07/23/2008
FROM:	ROCA CONSTRUCTION 4100 HULL Houston Texas 77021	ARCHITECT:		DATE OF CONTRACT:	06/06/2007
FOR:					

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

RECEIVED
JUL 22 2008
BY

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT		$311,600.00
2. SUM OF ALL CHANGE ORDERS		$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)		$311,600.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$228,035.15
5. RETAINAGE:		
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	$22,803.52	
b. 0.00% of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$22,803.52
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$205,231.63
7. LESS PREVIOUS PAYMENT APPLICATIONS		$156,171.73
8. PAYMENT DUE		$49,059.90
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$106,368.37	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

OK Brady 7/30

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: ROCA CONSTRUCTION

By: _____ Date: 7/22/08

State of: Texas
County of: Fort Bend
Subscribed and sworn to before me this 22nd day of July

Notary Public: Stacy R Kelley
My Commission Expires: 1-5-2011

STACY R. KELLEY
NOTARY PUBLIC
STATE OF TEXAS
01/05/2011

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT _____

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

Jul-30-2008 11:30 AM FACILITIES MGMT AND PLANNING 2816337022

AS PER ORIGINAL

2/6

CONTINUATION PAGE

PROJECT: South Post Oak Concession
New Concession Stand

APPLICATION #: 4
DATE OF APPLICATION: 07/21/2008
PERIOD THRU: 07/23/2008
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Concrete Foundation	$34,790.00	$34,790.00	$0.00	$0.00	$34,790.00	100%	$0.00	
2	Flat Work	$1,400.00	$28.00	$0.00	$0.00	$28.00	2%	$1,372.00	
3	Block Walls	$37,647.00	$28,235.25	$9,411.75	$0.00	$37,647.00	100%	$0.00	
4	Roof System	$10,340.00	$5,170.00	$5,170.00	$0.00	$10,340.00	100%	$0.00	
5	Standing Seam Roof	$23,750.00	$0.00	$0.00	$0.00	$0.00	0%	$23,750.00	
6	Doors	$3,000.00	$1,200.00	$0.00	$0.00	$1,200.00	40%	$1,800.00	
7	Roll up doors	$9,484.00	$3,793.60	$0.00	$0.00	$3,793.60	40%	$5,690.40	
8	Interior Paint	$2,200.00	$0.00	$0.00	$0.00	$0.00	0%	$2,200.00	
9	Exterior Paint	$3,200.00	$0.00	$0.00	$0.00	$0.00	0%	$3,200.00	
10	Flooring	$1,800.00	$0.00	$0.00	$0.00	$0.00	0%	$1,800.00	
11	Partitions	$6,638.00	$3,660.90	$2,987.10	$0.00	$6,638.00	100%	$0.00	
12	Sheetrock / Insulation	$2,400.00	$0.00	$0.00	$0.00	$0.00	0%	$2,400.00	
13	Tape, Float, Texture	$600.00	$6.00	$0.00	$0.00	$6.00	1%	$594.00	
14	Hardware	$800.00	$40.00	$0.00	$0.00	$40.00	5%	$760.00	
15	Ceiling	$900.00	$0.00	$0.00	$0.00	$0.00	0%	$900.00	
16	Plumbing Ground	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100%	$0.00	
	SUB-TOTALS	$144,949.00	$82,913.75	$17,568.85	$0.00	$100,482.60	69%	$44,466.40	

Quantum Software Solutions, Inc. Document

AS PER ORIGINAL

CONTINUATION PAGE

PROJECT: South Post Oak Concession
New Concession Stand

APPLICATION #: 4
DATE OF APPLICATION: 07/21/2008
PERIOD THRU: 07/23/2008
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
17	Plumbing Top out	$4,100.00	$1,640.00	$2,460.00	$0.00	$4,100.00	100%	$0.00	
18	Plumbing Trim	$4,000.00	$0.00	$0.00	$0.00	$0.00	0%	$4,000.00	
19	Electrical Ground	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100%	$0.00	
20	Electrical Top out	$9,920.00	$0.00	$9,920.00	$0.00	$9,920.00	100%	$0.00	
21	Electrical Trim	$4,000.00	$0.00	$0.00	$0.00	$0.00	0%	$4,000.00	
22	HVAC Top Out	$10,000.00	$0.00	$10,000.00	$0.00	$10,000.00	100%	$0.00	
23	HVAC Trim	$6,920.00	$0.00	$0.00	$0.00	$0.00	0%	$6,920.00	
24	Supervision	$21,660.00	$12,996.00	$3,249.00	$0.00	$16,245.00	75%	$5,415.00	
25	Grease Trap, Sample Well	$6,016.00	$0.00	$5,715.20	$0.00	$5,715.20	95%	$300.80	
26	Stove Vent Hood	$5,170.00	$0.00	$0.00	$0.00	$0.00	0%	$5,170.00	
27	Three Compartment Sink	$300.00	$9.00	$0.00	$0.00	$9.00	3%	$291.00	
28	Storage Building	$11,155.00	$6,693.00	$1,896.35	$0.00	$8,589.35	77%	$2,565.65	
29	Profit	$18,045.00	$10,827.00	$2,706.75	$0.00	$13,533.75	75%	$4,511.25	
30	Overhead	$17,299.00	$10,379.40	$2,594.85	$0.00	$12,974.25	75%	$4,324.75	
31	Bond	$12,400.00	$12,400.00	$0.00	$0.00	$12,400.00	100%	$0.00	
32	Demo	$8,366.00	$8,366.00	$0.00	$0.00	$8,366.00	100%	$0.00	
	SUB-TOTALS	$287,300.00	$149,224.15	$56,111.00	$0.00	$205,335.15	71%	$81,964.85	

Quantum Software Solutions, Inc. Document

AS PER ORIGINAL

CONTINUATION PAGE

PROJECT: South Post Oak Concession
New Concession Stand

APPLICATION #: 4
DATE OF APPLICATION: 07/21/2008
PERIOD THRU: 07/23/2008
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
33	Permits / Demo	$2,700.00	$2,700.00	$0.00	$0.00	$2,700.00	100%	$0.00	
34	Architect	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100%	$0.00	
35	Mobilziton	$15,000.00	$15,000.00	$0.00	$0.00	$15,000.00	100%	$0.00	
36	Final Site Grading	$700.00	$0.00	$0.00	$0.00	$0.00	0%	$700.00	
37	Final Clean up	$900.00	$0.00	$0.00	$0.00	$0.00	0%	$900.00	
	TOTALS	$311,600.00	$171,924.15	$56,111.00	$0.00	$228,035.15	73%	$83,564.85	

Quantum Software Solutions, Inc. Document

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 7-23-08
Court Agenda Date: ~~7/29/08~~ 8-6

Submitted By: Robin Vrana, Admin. Assist.
Department: County Treasurer
Phone Number: 281-238-3225

SUMMARY OF ITEM:
Authorize payment of invoice for work performed by consultants and/or contractors as listed on Board Report for Flood Control Water Supply Corporation Monthly bills, Approved on July 23, 2008 at the Regular Board Meeting in the amount of $158,676.77, of which $158,676.77 is for Big Creek and $0 is for Oyster Creek.
(Fund: 728497888-63000) Big Creek (Fund: 726497888-63000) Oyster Creek

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: Summary of Invoices for Fort Bend Flood Control Water

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other: _____		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Authorize payment as indicated above.

Special Handling Requested (specify):

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
SUMMARY OF INVOICES FOR BOARD APPROVAL
July 23, 2008

		GRAND TOTALS	BIG CREEK	OYSTER CREEK
ADMINISTRATIVE COSTS				
A J COLBERT	23-Jul-08	100.00	100.00	
JIM CONDREY	23-Jul-08	100.00	100.00	
LEONARD E GURECKY	Apr 21 & Jul 23,2008	200.00	200.00	
DON RUSSELL	23-Jul-08	100.00	100.00	
MIKE STONE	23-Jul-08	100.00	100.00	
ALLEN BOONE HUMPHRIES ROBINSON, LLP	26695	2,573.72	434.40	
	26272		2,139.32	
PAMELA M. LOGSDON, CPA		0.00		
NULL-LAIRSON, PC		0.00		
PROSPERITY BANK	Mar-Jun 2008	301.05	301.05	
SUGAR CREEK COUNTRY CLUB		0.00		
TOTAL ADMINISTRATIVE COSTS		3,474.77	3,474.77	0.00
ENGINEERING and CONSTRUCTION COSTS				
FT BEND COUNTY DRAINAGE DISTRICT	Aug-Oct 31,2008	151,852.00	151,852.00	
TX COMMISSION ON ENVIRON QUALITY		0.00		
WETLAND TECHNOLOGIES CORPORATION	08-002	3,350.00	3,350.00	
TOTAL INVOICES FOR APPROVAL		**$158,676.77**	**$158,676.77**	**$0.00**
PROJECTED CASH, JULY 23, 2008	[4]	**$4,574,068**	**$ 4,442,987**	**$ 131,082**

22-Jul-08 09:27 AM

Pamela M. Logsdon
Certified Public Accountant
5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092
713.934.9107 713.934.9110 Fax 713.934.9443 pmlogsdon@sbcglobal.com

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
SUMMARY OF BIG CREEK PROJECT COSTS
DECEMBER 1, 2004 through JULY 23, 2008

	Actual	Budget	$ (Under) Over Budget	
03000 · BIG CREEK SEGMENT 3-CONST & ENG	1,403,868.33	1,692,921.26	(289,052.93)	
04000 · BIG CREEK SEGMENT 4-CONST & ENG	114,457.65	1,948,955.00	(1,834,497.35)	
05000 · BIG CREEK SEGMENT 5-CONST & ENG	13,000.00	1,776,878.00	(1,763,878.00)	
99000 · ADMINISTRATION	477,803.37	710,237.00	(232,433.63)	
01000 · DROP STRUCTURE/EROSION CONTROL	3,871,034.21	3,871,034.21	0.00	FINAL
02000 · BIG CREEK SEGMENT 2-CONST & ENG	3,259,199.75	3,259,199.75	0.00	FINAL
81000 · WATERSHED STUDY-DODSON	263,072.36	263,072.36	0.00	FINAL
83000 · BIG CREEK BRIDGES/DESIGN Ph II	1,719,585.90	1,719,585.90	0.00	FINAL
TOTAL BIG CREEK PROJECT	11,122,021.57	15,241,883.48	(4,119,861.91)	
PROJECTED CASH, JULY 23, 2008			4,442,986.77	
PROJECTED SURPLUS (DEFICIT) CASH FOR BIG CREEK PROJECT			$ 323,124.86	

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
BIG CREEK - SEGMENT 3 [03]

	Dec 1, '04 - Jul 23, 08	Budget	$ Over Budget
03000 · BIG CREEK SEGMENT 3-CONST & ENG			
03010 · CONSTRUCTION - SEGMENT 3			
03011 · FT BEND COUNTY DRAINAGE DIST	992,879.00	1,168,093.00	(175,214.00)
03030 · ENGINEERING - SEGMENT 3			
03031 · BASE FEE - ENGINEERING	207,673.19	207,673.19	0.00
03036 · ADDITIONAL SERVICES-ENGINEERING	102,203.07	102,203.07	0.00
03090 · RIGHT-OF-WAY SEGMENT 3			
03091 · EASEMENTS [1]	73,332.33	111,680.00	(38,347.67)
03093 · LEGAL	27,780.74	103,272.00	(75,491.26)
Total · BIG CREEK SEGMENT 3-CONST & ENG	1,403,868.33	1,692,921.26	(289,052.93)

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
BIG CREEK - SEGMENT 4 [04]

	Apr 1, '05 - Jul 23, 08	Budget	$ Over Budget
04000 · BIG CREEK SEGMENT 4-CONST & ENG			
04010 · CONSTRUCTION - SEGMENT 4 [1]	0.00	1,033,166.00	(1,033,166.00)
04030 · ENGINEERING - SEGMENT 4			
04039 · DODSON DESIGN STUDY	34,360.00	34,360.00	0.00
04050 · PIPELINE ADJ-SEGMENT 4 [1]	0.00	425,000.00	(425,000.00)
04060 · GEOTECHNICAL - SEGMENT 4			
04061 · GEOTECHNICAL-STUDY	700.00	700.00	0.00
04070 · WETLANDS PERMITS-SEGMENT 4 [1]			
04071 · WETLAND CONSULTING-WET TECH [2]	59,647.65	74,411.66	(14,764.01)
04073 · SURVEY-WETLAND DELINEATION [3]	19,750.00	19,750.00	0.00
04070 · WETLANDS PERMITS-SEGMENT 4 [1] - Other	0.00	133,088.34	(133,088.34)
04090 · RIGHT-OF-WAY - SEGMENT 4 [1]	0.00	228,479.00	(228,479.00)
TOTAL · BIG CREEK SEGMENT 4-CONST & ENG	114,457.65	1,948,955.00	(1,834,497.35)

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
BIG CREEK - SEGMENT 5 [05]

	Mar 1 - Jul 23, 08	Budget	$ Over Budget
05000 · BIG CREEK SEGMENT 5-CONST & ENG			
05010 · CONSTRUCTION - SEGMENT 5 [1]	0.00	896,710.00	(896,710.00)
05050 · PIPELINE ADJ - SEGMENT 5 [1]	0.00	525,000.00	(525,000.00)
05070 · WETLANDS PERMITS-SEGMENT 5 [1]	0.00	170,094.00	(170,094.00)
05071 · WETLAND CONSULTING-WET TECH [2]	13,000.00	13,000.00	0.00
05090 · RIGHT-OF-WAY - SEGMENT 5 [1]	0.00	172,074.00	(172,074.00)
Total · BIG CREEK SEGMENT 5-CONST & ENG	13,000.00	1,776,878.00	(1,763,878.00)

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
BIG CREEK - 99 ADMINISTRATION COSTS

	Oct 1, '05 - Jul 23, 08	Budget	$ Over Budget
99000 · ADMINISTRATION			
99010 · DIRECTORS FEES	39,400.00	61,000.00	(21,600.00)
99020 · LEGAL	279,279.50	405,000.00	(125,720.50)
99030 · LEGAL ASSISTANT	9,236.75	9,236.75	0.00
99040 · ACCOUNTING	63,333.32	80,000.00	(16,666.68)
99051 · BANK SERVICE CHARGES	2,525.14	3,000.00	(474.86)
99053 · AUDIT FEES	20,550.00	34,000.00	(13,450.00)
99054 · FINANCIAL ADVISOR	1,750.00	5,000.00	(3,250.00)
99055 · TCEQ FEES	310.00	5,000.00	(4,690.00)
99057 · INSURANCE	18,309.50	22,000.00	(3,690.50)
99059 · MISCELLANEOUS	38,260.16	42,000.25	(3,740.09)
99099 · CONTINGENCIES	4,849.00	44,000.00	(39,151.00)
Total · ADMINISTRATION	477,803.37	710,237.00	(232,433.63)

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

July 23, 2008

[1] BUDGET PROVIDED BY FORT BEND COUNTY DRAINAGE DISTRICT AND APPROVED BY BOARD MARCH 22, 2006

[2] **WETLAND TECHNOLOGIES CORPORATION**
CONTRACT AWARDED OCTOBER 25, 2006
Wetland consulting service for the purpose of amending corps of Engineers individual Permit #22017 to include the middle reach of Big Creek within Fort Bend County, located between FM 2977 and Gless-Big Creek Road - **SEGMENT 4** $ 74,411.66

CHANGE ORDER #1 - APPROVED FEBRUARY 28, 2007 - Additional mitigation design & 404 permit preparation - **SEGMENT 5** 10,000.00
CHANGE ORDER #2 - APPROVED OCTOBER 24, 2007 - **SEGMENT 5** 13,000.00
TOTAL CONTRACT **97,411.66**

[3] **TEXAS ENGINEERING AND MAPPING**
CONTRACT AWARDED DECEMBER 13, 2006 $ 19,750.00
Survey of Wetlands Delineation along Big Creek from FM 2977 to Boothline
CONTRACT WITH FT BEND COUNTY-Reimbursed FBCDD May 23, 2007

[4] INCLUDES CUMULATIVE INTEREST EARNINGS OF

Big Creek	2,207,085.02
Oyster Creek	667,975.28
	$2,875,060.30

AGENDA ITEM

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

19A

Date Submitted: July 22, 2008	**Submitted By:** Nancy Drake, R.N.,Director
	Department: Clinical Health Services
Court Agenda Date: ~~July 29~~, 2008	**Phone Number:** 281.238.3558

SUMMARY OF ITEM: Approve contract with Department of State Health Services for Core Public Health in the amount of $34,681.00. No match for Fort Bend County.

RENEWAL AGREEMENT/APPOINTMENT: YES X NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO X

List Supporting Documents Attached: (2) original contracts for signature.

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO X

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES X NO ☐

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☑ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

8/1/08 orig. rec. to Nancy Drake at Health

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

July 11, 2008

Dear Contractor:

Enclosed are two copies of your Department of State Health Services (DSHS) contract. **Please sign and return both copies to this unit as soon as possible.** Your contract will be signed by DSHS and returned to your agency. Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS has new General Provisions that impact the attached contract. Please review these changes carefully.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

PLEASE NOTE: Return both copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular Mail:
Client Services Contracting Unit MC 1886
Department of State Health Services
PO Box 149347
Austin, TX 78714-9347
Attention: Tu-Anh Perez

Physical Address for Overnight Mail:
Client Services Contracting Unit MC 1886
Department of State Health Services
1100 West 49th Street
Austin, TX 78756
Attention: Tu-Anh Perez

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Tu-Anh Perez at 512-458-7111 ext. 2182 or via email at tuanh.perez@dshs.state.tx.us.

Sincerely,

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2009-028250 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and FORT BEND COUNTY HEALTH AND HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $34,681.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2008 and ends on 08/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2009-028250-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: FORT BEND COUNTY
Address: 301 JACKSON ST STE 533
RICHMOND, TX 77469-3108
Vendor Identification Number: 17460019692055

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	FORT BEND COUNTY HEALTH AND HUMAN SERVICES
By:_____	By:_____
Signature of Authorized Official	Signature
_____	8-6-08
Date	Date
Bob Burnette, C.P.M., CTPM	Robert Hebert, County Judge
	Printed Name and Title
Director, Client Services Contracting Unit	4520 Reading Road, Suite A
	Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	Rosenberg, Texas 77471
	City, State, Zip
(512) 458-7470	281.238.3548
	Telephone Number
Bob.Burnette@dshs.state.tx.us	drakenan@co.fort-bend.tx.us
	E-mail Address for Official Correspondence

DOCUMENT NO. 2009-028250-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000340166

CONTRACTOR: FORT BEND COUNTY HEALTH AND HUMAN SERVICES

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2008 THRU: 08/31/2009

SECTION I. SCOPE OF WORK:

Contractor shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this Program Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

Contractor shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

Contractor shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

Contractor shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS will inform Contractor in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. Contractor shall comply with the amended law, rule, regulation, standard or guideline except that Contractor shall inform DSHS Program in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

Contractor shall complete the PERFORMANCE MEASURES as stated in the Contractor's FY 09 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

Contractor shall provide activities and services as submitted by Contractor in the following county(ies)/area: Fort Bend

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State and CFDA#93.991

SECTION VII. SPECIAL PROVISIONS:

Contractor shall complete an Annual Budget and Expenditures Report in a format specified by DSHS and submitted by December 15, 2008.

General Provisions, **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, **12.01 Board Training** Article, are not applicable to this Program Attachment.

2009-028250-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$0.00
CONTRACTUAL	$0.00
OTHER	$34,681.00
TOTAL DIRECT CHARGES	$34,681.00
INDIRECT CHARGES	$0.00
TOTAL	$34,681.00
DSHS SHARE	$34,681.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $34,681.00

Financial status reports are due: 12/31/2008, 03/31/2009, 06/30/2009, 10/31/2009

Fiscal Year 2009 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)

TABLE OF CONTENTS

ARTICLE I COMPLIANCE AND REPORTING 1

Section 1.01 Compliance with Statutes and Rules. 1
Section 1.02 Compliance with Requirements of Solicitation Document. 1
Section 1.03 Reporting. 1
Section 1.04 Client Eligibility. 1
Section 1.05 Applicable Contracts Law and Venue for Disputes 1
Section 1.06 Applicable Laws and Regulations Regarding Funding Sources. 1
Section 1.07 Statutes and Standards of General Applicability. 2
Section 1.08 Applicability of General Provisions to Interagency and Interlocal Contracts.. 4
Section 1.09 Civil Rights Policies and Complaints. 5

ARTICLE II SERVICES 5

Section 2.01 Education to Persons in Residential Facilities 5
Section 2.02 Disaster Services 5
Section 2.03 Consent to Medical Care of a Minor. 5
Section 2.04 Telemedicine Medical Services. 6
Section 2.05 Fees for Personal Health Services. 6
Section 2.06 Cost Effective Purchasing of Medications. 6
Section 2.07 Services and Information for Persons with Limited English Proficiency. 6

ARTICLE III FUNDING 7

Section 3.01 Debt to State and Corporate Status. 7
Section 3.02 Application of Payment Due. 7
Section 3.03 Use of Funds. 7
Section 3.04 Use for Match Prohibited. 7
Section 3.05 Program Income 7
Section 3.06 Nonsupplanting. 8

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS 8

Section 4.01 Payment Methods 8
Section 4.02 Billing Submission 8
Section 4.03 Final Billing Submission. 8
Section 4.04 Working Capital Advance 8
Section 4.05 Financial Status Reports (FSRs) 9
Section 4.06 Third Party Payors. 9

ARTICLE V TERMS AND CONDITIONS OF PAYMENT 9

Section 5.01 Prompt Payment. 9
Section 5.02 Withholding Payments. 9
Section 5.03 Condition Precedent to Requesting Payment. 10

Section 5.04 Acceptance as Payment in Full. 10
Section 5.05 No Fee or Profit. 10
ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS 10
Section 6.01 Allowable Costs. 10
Section 6.02 Independent Single or Program-Specific Audit. 11
Section 6.03 Submission of Audit. 12
ARTICLE VII CONFIDENTIALITY 12
Section 7.01 Maintenance of Confidentiality. 12
Section 7.02 Department Access to PHI and Other Confidential Information. 12
Section 7.03 Exchange of Client-Identifying Information. 12
Section 7.04 Security of Patient or Client Records 13
Section 7.05 HIV/AIDS Model Workplace Guidelines. 13
ARTICLE VIII RECORDS RETENTION 13
Section 8.01 Retention. 13
ARTICLE IX ACCESS AND INSPECTION 14
Section 9.01 Access. 14
Section 9.02 State Auditor's Office. 14
Section 9.03 Responding to Deficiencies. 14
ARTICLE X NOTICE REQUIREMENTS 14
Section 10.01 Child Abuse Reporting Requirement 14
Section 10.02 Significant Incidents. 15
Section 10.03 Litigation 15
Section 10.04 Action Against the Contractor 15
Section 10.05 Insolvency. 15
Section 10.06 Misuse of Funds 15
Section 10.07 Criminal Activity and Disciplinary Action 16
Section 10.08 Retaliation Prohibited. 16
Section 10.09 Documentation. 16
ARTICLE XI ASSURANCES AND CERTIFICATIONS 16
Section 11.01 Certification. 16
Section 11.02 Child Support Delinquencies. 17
Section 11.03 Authorization 17
Section 11.04 Gifts and Benefits Prohibited 18
Section 11.05 Ineligibility to Receive the Contract 18
Section 11.06 Antitrust 18
Section 11.07 Initiation and Completion of Work 18
ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR 18
Section 12.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees. 18
Section 12.02 Management and Control Systems 19

Section 12.03	Insurance.	20
Section 12.04	Fidelity Bond.	20
Section 12.05	Liability Coverage.	20
Section 12.06	Overtime Compensation.	20
Section 12.07	Program Site.	20
Section 12.08	Cost Allocation Plan.	20
Section 12.09	Reporting for Unit Rate and Fee For Service Contracts.	21
Section 12.10	Historically Underutilized Businesses (HUBs).	21
Section 12.11	Buy Texas.	21
Section 12.12	Contracts with Subrecipient Subcontractors.	21
Section 12.13	Status of Subcontractors.	22
Section 12.14	Incorporation of Terms.	22
Section 12.15	Independent Contractor.	22
Section 12.16	Authority to Bind.	22
Section 12.17	Tax Liability.	22
Section 12.18	Notice of Organizational Change.	23
Section 12.19	Quality Management.	23
Section 12.20	Equipment (Including Controlled Assets) Purchases.	23
Section 12.21	Supplies.	23
Section 12.22	Changes to Equipment List.	23
Section 12.23	Property Inventory and Protection of Assets.	23
Section 12.24	Bankruptcy.	24
Section 12.25	Title to Property.	24
Section 12.26	Property Acquisitions.	24
Section 12.27	Disposition of Property.	24
Section 12.28	Closeout of Equipment.	24
Section 12.29	Assets as Collateral Prohibited.	24
ARTICLE XIII	GENERAL TERMS	25
Section 13.01	Assignment.	25
Section 13.02	Lobbying.	25
Section 13.03	Conflict of Interest.	25
Section 13.04	Transactions Between Related Parties.	25
Section 13.05	Intellectual Property.	26
Section 13.06	Other Intangible Property.	27
Section 13.07	Severability and Ambiguity.	27
Section 13.08	Legal Notice.	27
Section 13.09	Successors.	27
Section 13.10	Headings.	27
Section 13.11	Parties.	27
Section 13.12	Survivability of Terms.	27
Section 13.13	Direct Operation.	27
Section 13.14	Customer Service Information.	28
Section 13.15	Amendment.	28
Section 13.16	Contractor's Notification of Change to Certain Contract Provisions.	28
Section 13.17	Contractor's Request for Revision of Certain Contract Provisions.	28
Section 13.18	Immunity Not Waived.	29

Section 13.19	Hold Harmless and Indemnification.	29
Section 13.20	Waiver.	29
Section 13.21	Technology Accessibility.	29
ARTICLE XIV	BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE...	30
Section 14.01	Actions Constituting Breach of Contract.	30
Section 14.02	General Remedies and Sanctions.	30
Section 14.03	Notice of Remedies or Sanctions.	32
Section 14.04	Emergency Action.	33
ARTICLE XV	CLAIMS AGAINST THE DEPARTMENT	33
Section 15.01	Breach of Contract Claim.	33
Section 15.02	Notice.	33
Section 15.03	Sole Remedy.	34
Section 15.04	Condition Precedent to Suit.	34
Section 15.05	Performance Not Suspended.	34
ARTICLE XVI	TERMINATION	34
Section 16.01	Expiration of Contract or Program Attachment(s).	34
Section 16.02	Effect of Termination.	34
Section 16.03	Acts Not Constituting Termination.	34
Section 16.04	Termination Without Cause.	35
Section 16.05	Termination For Cause.	35
Section 16.06	Notice of Termination.	36
ARTICLE XVII	VOID, SUSPENDED, AND TERMINATED CONTRACTS	36
Section 17.01	Void Contracts.	36
Section 17.02	Effect of Void, Suspended, or Involuntarily Terminated Contract.	36
Section 17.03	Appeals Rights.	37
ARTICLE XVIII	CLOSEOUT AND CONTRACT RECONCILIATION	37
Section 18.01	Cessation of Services At Closeout.	37
Section 18.02	Administrative Offset.	37
Section 18.03	Deadline for Closeout.	37
Section 18.04	Payment of Refunds.	37
Section 18.05	Disallowances and Adjustments.	37
Section 18.06	Contract Reconciliation.	37

Fiscal Year 2009 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)

ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 **Compliance with Statutes and Rules.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations and rules as such statutes, regulations and rules currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations or the Rules, the terms of this Contract shall control.

Section 1.02 **Compliance with Requirements of Solicitation Document.** Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon the Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in the Contractor's response to the Solicitation Document shall constitute a breach of this Contract.

Section 1.03 **Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 **Client Eligibility.** Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

Section 1.06 **Applicable Laws and Regulations Regarding Funding Sources.** Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, as amended, and Uniform Grant Management Standards (UGMS), as amended, by revised federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA is located on the Internet at http://tlo2.tlc.state.tx.us/statutes/statutes.html; the UGMS are located on the

Internet at http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, as specified on the Internet at http://whitehouse.gov/omb/grants/chart.html, and the U.S. Health and Human Services Grants Policy Statement located on the Internet at http://www.hhs.gov/grantsnet/docs/HHSGPS_107.doc. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 **Statutes and Standards of General Applicability.** It is Contractor's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor agrees to comply with the following:

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USCA §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USCA §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USCA § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USCA §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USCA §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USCA § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246, as amended and supplemented; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b) Drug Abuse Office and Treatment Act of 1972, 21 USCA §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 USCA § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 USCA §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 USCA § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 USCA §§ 6081-6084, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 USCA §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), as amended, regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 USCA §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 USCA §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USCA §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;

k) Texas Workers' Compensation Act, Tex. Lab. Code, Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;
l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
s) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;" and

u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

Section 1.08 **Applicability of General Provisions to Interagency and Interlocal Contracts.** Certain sections or portions of sections of these General Provisions shall not apply to Contractors that are State agencies or units of local government; and certain additional provisions shall apply to such Contractors.

a) The following sections or portions of sections of these General Provisions shall not apply to interagency or interlocal contracts:
   1) Hold Harmless and Indemnification, Section 13.19;
   2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
   3) Insurance, Section 12.03;
   4) Liability Coverage, Section 12.05;
   5) Fidelity Bond, Section 12.04;
   6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
   7) Debt to State and Corporate Status, Section 3.01;
   8) Application of Payment Due, Section 3.02; and
   9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).

b) The following additional provisions shall apply to interagency contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771.
   2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder.
   3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.

c) The following additional provisions shall apply to interlocal contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791.
   2) Payments made by DSHS to Contractor shall be from current revenues available to DSHS.
   3) Each Party represents that it has been authorized to enter into this Contract.

d) Contractor agrees that Contract Revision Requests, when signed by a duly authorized representative of Contractor, shall be effective as of the effective date specified by the

Department, whether that date is prior to or after the date of any ratification by Contractor's governing board.

Section 1.09 **Civil Rights Policies and Complaints.** Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor must notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

ARTICLE II SERVICES

Section 2.01 **Education to Persons in Residential Facilities.** If applicable, Contractor shall ensure that all persons, who are housed in Department licensed and/or funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 **Disaster Services.**
In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Disaster services shall be carried out in the manner most responsive to the needs of the emergency, be cost effective, and be least intrusive on the primary services of the Contractor.

Section 2.03 **Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, the treatment of a minor shall be provided only if informed consent to treatment is obtained pursuant to Tex. Fam. Code, Chapter 32 relating to consent to treatment of a child by a

non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law shall supersede state law.

Section 2.04 **Telemedicine Medical Services.** Contractor shall ensure that if a provider uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using protocol approved by the Contractor's medical director and utilizing equipment that complies with the equipment standards as required by the Department. Procedures of telemedicine service provision must include the following requirements:

a) clinical oversight by the Contractor's medical director or designated physician responsible for medical leadership;
b) contraindication considerations for telemedicine use;
c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g) priority in scheduling the system for clinical care of individuals;
h) quality oversight and monitoring of satisfaction of the individuals served; and
i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 **Fees for Personal Health Services.** Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee shall not exceed the actual cost of providing the services. No patient may be denied a service due to inability to pay.

Section 2.06 **Cost Effective Purchasing of Medications.** If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 **Services and Information for Persons with Limited English Proficiency.** Contractor agrees to take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of 18 or

any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and the use of such a person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 **Debt to State and Corporate Status.** Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq., as amended). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 **Use of Funds.** Contractor agrees that it shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 **Use for Match Prohibited.** Contractor agrees funds provided through this Contract shall not be used for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 **Program Income.** Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income shall be used by Contractor to further the program objectives of the state or federal statute under which the Program Attachment was made, and it shall be spent on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying,

billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions set forth in this Contract.

Section 3.06 **Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each program shall be one of the following methods:

a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
b) unit rate/fee for service. This payment method is based on a specified rate(s) or fee(s) for a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required forms and/or deliverable(s).

Section 4.02 **Billing Submission.** Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s), Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 **Final Billing Submission.** Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as, a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 **Working Capital Advance.** If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the Division Contract Management Unit

assigned to the Program Attachment to justify the need for a working capital advance. The working capital advance must be liquidated as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts.

Section 4.05 **Financial Status Reports (FSRs).** Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. The final FSR must be submitted not later than sixty (60) days following the end of the applicable term.

Section 4.06 **Third Party Payors.** A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall: (a) enroll as a provider in Children's Health Insurance Plan and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those plans for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 **Prompt Payment.** Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor must comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance is subject to audit or review by the Department.

Section 5.02 **Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures or overpayments that Contractor

has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment from funds available under this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 **Condition Precedent to Requesting Payment.** Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 **Acceptance as Payment in Full.** Except as permitted in the Fees for Personal Health Services section, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients, and Contractor agrees to not seek additional reimbursement or payment for services or goods from clients.

Section 5.05 **No Fee or Profit.** Except as provided in Section 2.05, Fees for Personal Health Services, Contractor shall not charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 **Allowable Costs.** For services satisfactorily performed pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost within the applicable term to be eligible for reimbursement under this Contract and prior to claiming reimbursement. DSHS shall determine whether costs submitted by Contractor are allowable and reimbursable. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the date(s) due. DSHS may take repayment from funds available under any term of this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21	OMB Circular A-133 and UGMS	OMB Circular A-110 and applicable Federal awarding agency common rule

Non-Profit Organizations	OMB Circular A-122	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 and applicable Federal awarding agency common rule
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	Program audit conducted by an independent certified public accountant in accordance with Governmental Auditing Standards.	UGMS and applicable Federal awarding agency common rule

A chart of applicable common rules is located on the Internet at http://www.whitehouse.gov/omb/grants/chart.html. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 **Independent Single or Program-Specific Audit.** If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded or at least $500,000 in federal funds awarded, Contractor must have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The $500,000 federal threshold amount includes federal funds passed through by way of state agency awards. The HHSC Office of Inspector General (OIG) will notify the Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and Uniform Grant Management Standards (UGMS) located on the Internet at http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a governmental entity, shall competitively re-procure independent single audit services every five (5) years and shall not use the same lead or coordinating audit partner (having primary responsibility for the audit) to conduct the independent audit for more than five (5) consecutive years. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining

competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 **Submission of Audit.** Within thirty (30) calendar days of receipt of the audit reports required by this section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the Texas Health and Human Services Commission (HHSC), Office of Inspector General (OIG), at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Texas Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by this section within thirty (30) days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 **Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws and Rules, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable Rules.

Section 7.02 **Department Access to PHI and Other Confidential Information.** Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 **Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable laws or rules. Contractor shall disclose information described in Tex. Health &

Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 **Security of Patient or Client Records.** Contractor must maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 **HIV/AIDS Model Workplace Guidelines.** If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at http://www.dshs.state.tx.us/hivstd/policy/pdf/090021.pdf.

ARTICLE VIII RECORDS RETENTION

Section 8.01 **Retention.** Contractor shall retain records in accordance with applicable state and federal statutes and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, shall apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes and regulations governing medical information. Contractor shall ensure that this provision concerning records retention is included in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the termination date of this Contract, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the Division Contract Management Unit assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any), books, papers or documents related to this Contract. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. Further, Contractor shall ensure that information collected, assembled or maintained by the Contractor relative to this Contract is available to the Department for the Department to respond to requests that it receives under the Public Information Act. The Department and HHSC will have the right to audit billings both before and after payment. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall ensure that this provision concerning the right of access to, and examination of, information related to this Contract is included in any subcontract it awards.

Section 9.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. The Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. Contractor shall ensure that this provision concerning the authority to audit funds will apply to funds received indirectly by subcontractors through the Contractor, and the requirement to cooperate, is included in any subcontract it awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency in a program review or management or financial audit to the satisfaction of DSHS. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: HIV/STD; Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and WIC

Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 **Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment significant incidents involving substantial disruption of program operation or potentially affecting Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 **Litigation.** Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification shall include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 **Action Against the Contractor.** Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification shall include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If the Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the Division Contract Management Unit assigned to the Program Attachment by submitting a one page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 **Insolvency.** Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by the Contractor's board of directors.

Section 10.06 **Misuse of Funds.** Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment and to the SAO, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules,

policies, and procedures related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that the Contractor has knowledge or reason to believe such activity has taken place. Contractor shall make the report to the SAO at (800) TX-AUDIT, or by Internet at http://www.sao.state.tx.us.

Section 10.07 **Criminal Activity and Disciplinary Action.** Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offence related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that the Contractor has knowledge or reason to believe such activity has taken place. Contractor shall ensure that any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section is prohibited from performing direct client services or from having direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 **Retaliation Prohibited.** Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, or standard to the SAO, the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 **Documentation.** Contractor shall maintain appropriate documentation of all notices.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 **Certification.** Contractor certifies by execution of this Contract to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;
c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;

e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g) neither it, nor its principals have within the three-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
i) neither it, nor its principals within a three-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this section, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the Division Contract Management Unit assigned to the Program Attachment. If Contractor's status with respect to the items certified above changes during the term of this Contract, Contractor shall immediately notify the Division Contract Management Unit assigned to the Program Attachment.

Section 11.02 **Child Support Delinquencies.** As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor agrees to maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 **Authorization.** Contractor certifies that it possesses legal authority to contract for the services set forth in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of the

Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 **Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 **Ineligibility to Receive the Contract.** (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for the Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) Pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if the Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 **Antitrust.** Pursuant to 15 USCA Sec. 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for the Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in such line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 **Initiation and Completion of Work.** Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees.** Contractor and its governing board shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations. Each member of Contractor's governing board shall be personally accountable

for all funds and materials received from Department. Within thirty (30) days of the beginning of the term of each Contract (including each renewal of the Contract, if any), each member of Contractor's board shall sign a statement affirming his or her acknowledgement of personal accountability for Contract funds on a form supplied by Department. New members of the board shall sign the statement within thirty (30) days of becoming a board member. Contractor shall maintain the signed form for inspection by DSHS. The responsibility of Contractor's governing board shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing board shall ensure separation of powers, duties, and functions of board members and staff. Staff members, including the executive director, shall not serve as voting members of the Contractor's governing board. No member of Contractor's governing board, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions shall also apply to the governing board, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referenced in this Contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 **Management and Control Systems.** Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: http://www.dshs.state.tx.us/contracts. Contractor shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements shall include at a minimum:

a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 **Insurance.** Contractor shall maintain insurance or other means of replacing assets purchased with Department funds.

Section 12.04 **Fidelity Bond.** Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance shall provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

Section 12.05 **Liability Coverage.** Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage," where Contractor is a legal entity that is required to have directors and/or officers. This provision applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity that is required under Texas law to have directors and/or officers. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a director or officer of Contractor damages Department's interests.

Section 12.06 **Overtime Compensation.** Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 **Program Site.** All Contractors shall ensure that the location where services are provided is in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 **Cost Allocation Plan.** Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, except under the circumstance where a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies

that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. In the event that the Cost Allocation Plan changes during the Contract term, Contractor must submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plan must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts.

Section 12.09 **Reporting for Unit Rate and Fee For Service Contracts.** Contractor shall submit reports concerning unit rate and fee-for-service contracts to the Department in accordance with the requirements stated in the Department's Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts.

Section 12.10 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs as set forth in Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor agrees to make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 **Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 **Contracts with Subrecipient Subcontractors.** Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into an agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS. Contracts with subcontractors shall be in writing and include the following:

a) name and address of all parties;
b) a detailed description of the services to be provided;
c) measurable method and rate of payment and total amount of contract;
d) clearly defined and executable termination clause;
e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s);
f) access to inspect the work and the premises on which any work is performed, in accordance with the Access and Inspection Article in these General Provisions; and
g) a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract.

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall monitor subcontractors for both financial and programmatic performance and shall maintain pertinent

records that shall be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and under this Contract. Contractor shall not contract with a subcontractor, at any tier, that is debarred or suspended or excluded from or ineligible for participation in federal assistance programs.

Section 12.13 **Status of Subcontractors.** Contractor shall include in all its contracts with subcontractors, the certifications stated in the Assurances and Certifications Article of these General Provisions. Contractor shall also require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 **Incorporation of Terms.** Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract, and provide that the subcontractor is subject to audit by DSHS, HHSC and the SAO.

Section 12.15 **Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 **Authority to Bind.** The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, warrant and guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 **Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. In the event that the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. In the event of Contract termination under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 **Notice of Organizational Change.** Contractor shall submit written notice to the Division Contract Management Unit assigned to the Program Attachment within ten (10) business days of any change to the following: Contractor's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. A change in Contractor's name requires an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 **Quality Management.** Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 **Equipment (Including Controlled Assets) Purchases.** Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of $5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor is required to initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the Division Contract Management Unit assigned to the Program Attachment.

Section 12.21 **Supplies.** Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 **Changes to Equipment List.** All items of equipment purchased with funds under this Contract shall be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to purchase of equipment. Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 **Property Inventory and Protection of Assets.** Contractor shall maintain a nonexpendable personal property (equipment and controlled assets) inventory and submit an annual cumulative report to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347 Austin, Texas 78714-9347, no later than October 15th of each year. The form for this report (Form GC-11) is located on the DSHS website at http://www.dshs.state.tx.us/contracts/forms.shtm. Contractor shall administer a program of

maintenance, repair, and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 **Bankruptcy.** In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title shall revert to Department.

Section 12.25 **Title to Property.** At the conclusion of the contractual relationship between the Department and the Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 **Property Acquisitions.** Department funds may not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 **Disposition of Property.** Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment or controlled assets purchased with the Department funds, except when federal or state statutory requirements supersedes or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment or controlled asset is equal to or greater than $10,000. All other equipment and controlled assets not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $10,000) shall be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $10,000, Contractor shall request disposition approval and instructions in writing from the Division Contract Management Unit assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor must ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 **Closeout of Equipment.** At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout), Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment, an inventory of property purchased with Department funds and request disposition instructions for such property. All property purchased with Department funds shall be secured by the Contractor at the time of Closeout and shall be returned to the Department as required by the Department's disposition instructions or at the request of the Department at the Contractor's expense.

Section 12.29 **Assets as Collateral Prohibited.** Contractors on a cost reimbursement payment method shall not encumber property purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 **Assignment.** Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 **Lobbying.** Contractor shall comply with Tex. Gov Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract to pay any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USCA § 1352, as amended, and UGMS). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the Division Contract Management Unit assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the Division Contract Management Unit assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section__.27 and A-21 paragraphs 17 and 24. Contractor shall include this provision in any subcontracts.

Section 13.03 **Conflict of Interest.** Contractor represents to the Department that it does not have nor shall it knowingly acquire any financial or other interest that would conflict in any manner with the performance of its obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor, its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Section 13.04 **Transactions Between Related Parties.** Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to the Contractor and the work the related party will perform under this Contract. A related

party is a person or entity related to the Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. The Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of the Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 **Intellectual Property.** Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS shall have the right to obtain and hold in its name any and all patents, copyright, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.
c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."
d) In the event the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2)

any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.

e) If the results of the contract performance are subject to copyright law, the Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the Division Contract Management Unit assigned to the Program Attachment.

Section 13.06 **Other Intangible Property.** At the conclusion of the contractual relationship between Department and the Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 13.07 **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the other Party in writing) or, if sent by certified mail, on the date of receipt.

Section 13.09 **Successors.** This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and shall not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by this document, and are capable of understanding the terminology and meaning of its terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 **Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason shall not release either Party from any liabilities or obligations set forth in this Contract that (a) the Parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 **Direct Operation.** The Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the

program by Contractor puts at risk the health and safety of clients and/or participants served by the Contractor, and there are no reasonable alternatives available.

Section 13.14 **Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 **Amendment.** Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the Division Contract Management Unit assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS shall not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS may not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this section.

Section 13.16 **Contractor's Notification of Change to Certain Contract Provisions.**
The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a) contractor's contact person and contact information;
b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than $100,000, provided that the total budget amount is unchanged;
d) minor corrections or clarifications to the Contract language that in no way alter the Contract scope of work, objectives or performance measures; and
e) a change in the Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten days shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email.

Section 13.17 **Contractor's Request for Revision of Certain Contract Provisions.** A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by the Contractor, but must be approved by DSHS. The following changes to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of $100,000 or more, provided that the total budget amount is unchanged;
b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
c) change in clinic hours or location;
d) change in equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget, (For example, purchase of XYZ brand computer instead of approved ABC brand computer with essentially identical features as the XYZ computer);
e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract);
f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
g) changes to community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the Division Contract Management Unit assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision under this section.

Section 13.18 **Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 **Hold Harmless and Indemnification.** Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either Party's rights under this Contract.

Section 13.21 **Technology Accessibility.** If performance under this Contract includes the development, modification or maintenance of a website or other electronic information resources for

DSHS or for the public on behalf of DSHS, Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of electronic information resources unless those resources meet certain statutory and regulatory requirements relating to accessibility by persons with visual, hearing, motor/physical, and cognitive learning disabilities as defined by Section 508 of the Rehabilitation Act of 1973, as amended. Accordingly, Contractor represents and warrants to DSHS that the electronic information resources provided by Contractor to DSHS for purchase are capable, either by virtue of features included within the technology or because they are readily adaptable by use with other technology, of -

a) providing equivalent access for effective use;
b) presenting information, including prompts used for interactive communications; and
c) being integrated into networks for obtaining, retrieving, and disseminating information.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the electronic information resource, either directly by features incorporated within the technology or by other reasonable means jointly agreed to by DSHS and Contractor, such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access might be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, information retrieval provided in an enhanced auditory fashion, voice commands, touch screen capacity, and customizable display appearance. Electronic information resources under this Contract must comply with 1 Tex. Admin. Code Chapters 206 and 213, as applicable.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 **Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
c) failure to pay refunds or penalties owed to the Department;
d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
e) failure by Contractor to provide a full accounting of funds expended under this Contract;
f) discovery of a material misrepresentation in any aspect of Contractor's response to the Solicitation Document;
g) any misrepresentation in the assurances and certifications in the Contractor's application or response to the Solicitation Document or in this Contract; or
h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 **General Remedies and Sanctions.** The Department will monitor Contractor for both programmatic and financial compliance. The remedies set forth below are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of

services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions listed below does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If the Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the actions listed below:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty-one (31) calendar days before the effective date of the termination in a notice of termination. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert the Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. The Contractor agrees that it shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend this Contract, or (2) an action taken by a suspending official in accordance with Department rules to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor may not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
c) deny additional or future contracts or renewals with Contractor;
d) reduce funding if the Contractor fails to provide services or goods consistent with performance expectations described in this Contract;
e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;

h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be accomplished;
l) require Contractor to obtain technical or managerial assistance;
m) establish additional prior approvals for expenditure of funds by Contractor;
n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
o) demand repayment from Contractor when it is verified that the Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
p) reduce the funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate that will make full use of the award, or to provide services or to achieve local match, if required;
q) pursue a claim for damages as a result of breach of contract;
r) require removal of any officer, board member or employee of the Contractor who has been convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
s) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, or any penalty permitted by statute and imposed by DSHS, and take repayment from funds available under this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations;
t) reduce the Contract term;
u) recoup improper payments when it is verified that the Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
v) assess liquidated damages; or
w) impose other remedies or penalties permitted by statute.

Section 14.03 **Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting

reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response shall state how Contractor shall correct the noncompliance or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall take corrective action. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor.

Section 14.04 **Emergency Action.** In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

a) Contractor is noncompliant and the noncompliance has a direct adverse impact on the public or client health, welfare or safety. The direct adverse impact may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 **Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 **Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract shall be considered a waiver of sovereign immunity to suit.

Section 15.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 **Expiration of Contract or Program Attachment(s).** Contractor's service obligations set forth in each Program Attachment shall end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause as set forth below.

Section 16.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or other entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information shall survive this Contract.

Section 16.03 **Acts Not Constituting Termination.** Termination does not include: (1) withdrawal of funds awarded on the basis of the Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a Program Attachment; (3) refusal to extend a Program Attachment or award additional funds to make a

competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 **Termination Without Cause.**

a) Either Party may terminate this Contractor a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor must give the Department at least ninety (90) calendar days prior written notice and must submit a transition plan to ensure client services are not disrupted.
b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party in the event funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 **Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

a) a court of competent jurisdiction finds that Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance of this Contract;
c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004;
g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    1) Contractor fails to make payments;
    2) Contractor makes an assignment for the benefit of its creditors;

3) Contractor admits in writing its inability to pay its debts generally as they become due;
4) if judgment for the payment of money in excess of $50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, and within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under generally accepted accounting principles;
5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its entry;
6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;
8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge thereof;
9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) calendar days;
10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property; or

h) Contractor's management system does not meet the UGMS management standards.

Section 16.06 **Notice of Termination.** Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 **Void Contracts.** Department may hold this Contract void upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 **Effect of Void, Suspended, or Involuntarily Terminated Contract.** A Contractor who has been a party to a contract with DSHS that has been found to be void, suspended, or

terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to refund.

Section 17.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT AND CONTRACT RECONCILIATION

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment and shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or other entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, the Contractor agrees to immediately begin to transition recipients of services to alternative service providers, as needed. Contractor also agrees to completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department shall have the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 **Payment of Refunds.** Any funds paid to the Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due. Contractor shall pay any refund amount due within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or the Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

Section 18.06 **Contract Reconciliation.** If Contractor is required to annually reconcile multi-year contracts, Contractor, within sixty (60) calendar days after the end of each year of this Contract, shall

submit to the Division Contract Management Unit assigned to the Program Attachment all financial and reconciliation reports required by Department in forms as determined by Department. Required reconciliation forms and reports may include the following: Cash Match Participation Form, In-kind Match Participation Form, Program Income Report, Equipment Inventory, Controlled Items Inventory, Contractor's Release Agreement, and Reconciliation Refund Remittance Form. Any additional forms or reports required by Department shall be posted on the DSHS website prior to the reconciliation period. Unless otherwise directed by Department, all forms and reports must be submitted in hard copies, with original signatures if required, to DSHS by the due date.

Updated on 04/30/2008

EXHIBIT A

Texas Department of State Health Services

Local Health Department: FORT BEND COUNTY CLINICAL HEALTH SERVICES

FY 2009 Request for Local Public Health Services Funds

Project Service Delivery Plan

Contract Term: September 1, 2008 through August 31, 2009

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: ***Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.***

Fort Bend County has a growing population, topping half a million by latest estimates. This growth is bringing an ever increasing number of medical facilities and practitioners. Encouraging timely, complete and accurate reporting of reportable conditions, in order to monitor the health of the community and identify health problems that could be addressed, is an increasing burden to the staff of Clinical Health Services.

Essential Public Health Service(s): ***List the EPHS(s) that will be provided or supported with LPHS Contract funds***

(A) monitor the health status of individuals in the community to identify community health problems

Objective(s): ***List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)***

Enter complete information on notifiable conditions into the Texas Department of State Health Services NEDSS system

Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.***

A report of all communicable diseases reported to the Texas Department of State Health Services during the grant period will be made. This report will include measures taken to ensure completeness and accuracy of reporting.

Activities *List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.*	**Evaluation and Improvement Plan** *List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.*	**Deliverable** *Describe the tangible evidence that the activity was completed.*
1. Enter all reported cases into the NEDSS system for reporting to the Texas Department of State Health Services.	Activities under this program will be guided by the Texas Administrative Code, Title 25: Health Services, Part 1: Department of State Health Services, Chapter 97: Communicable Diseases, Subchapter A: Control of	Report of notifiable diseases reported to the Clinical Health Services department will be incorporated into the Fort Bend

2. Contact area physicians to obtain information to complete investigations and reports. 3. Outreach to physicians and other medical providers to inform about and encourage reporting of notifiable diseases.	Communicable Diseases, Rule §97.6: Reporting and Other Duties of Local health Authorities and Regional Directors.	County Health & Human Services Annual report and made available as feedback to medical providers in the area.

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

AGENDA ITEM

19B

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted:July 28, 2008	**Submitted By:Nancy Drake, R.N.,Director**
	Department: Clinical Health Services
Court Agenda Date: August b, 2008	**Phone Number: 281.238.3548**

SUMMARY OF ITEM: Accept and sign Department of State Health Services Contract for Tuberculosis Prevention and Control for FY 2009 in the amount of $ 186,379.00. No matching county funds.

RENEWAL AGREEMENT/APPOINTMENT: YES X NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO x

List Supporting Documents Attached: DSHS Contract 2009-028471

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO X

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES X NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☑ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

8-1-08 orig. rec. to Nancy Drake at Health

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

July 21, 2008

Dear Contractor:

Enclosed are two copies of your Department of State Health Services (DSHS) contract amendment. **Please sign and return both copies to this unit as soon as possible.** Your contract will be signed by DSHS and returned to your agency. Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

PLEASE NOTE: Return both copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular Mail:
Client Services Contracting Unit MC 1886
Department of State Health Services
PO Box 149347
Austin, TX 78714-9347

Physical Address for Overnight Mail:
Client Services Contracting Unit MC 1886
Department of State Health Services
1100 West 49th Street
Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Rosalyn Lazare-Payne at 512-458-7111 ext. 2684 or via email at Rosalyn.Lazare-Payne@dshs.state.tx.us

Sincerely,

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

RECEIVED
JUL 25 2008
FBC CLINICAL HEALTH

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2009-028471 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and FORT BEND COUNTY CLINICAL HEALTH SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $186,379.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2008 and ends on 08/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2009-028471-001 Tuberculosis Prevention and Control - State

   c. General Provisions (Vendor)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: FORT BEND COUNTY
Address: FORT BEND COUNTY AUDITOR 301 JACKSON ST STE 533
RICHMOND, TX 77469-3108
Vendor Identification Number: 17460019692047

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	FORT BEND COUNTY CLINICAL HEALTH SERVICES
By:_____	By:_____
Signature of Authorized Official	Signature
_____	August 5, 2008
Date	Date
Bob Burnette, C.P.M., CTPM	Robert E. Hebert,County Judge
	Printed Name and Title
Director, Client Services Contracting Unit	4520 Reading Road, Suite A
	Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	Rosenberg, Texas 77471
	City, State, Zip
(512) 458-7470	281.238.3548
	Telephone Number
Bob.Burnette@dshs.state.tx.us	drakenan@co.fort-bend.tx.us
	E-mail Address for Official Correspondence

CONTRACT NO. 2009-028471
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000341120

CONTRACTOR: FORT BEND COUNTY CLINICAL HEALTH SERVICES

DSHS PROGRAM: Tuberculosis Prevention and Control - State

TERM: 09/01/2008THRU: 08/31/2009

SECTION I. STATEMENT OF WORK:

Throughout the Contractor's defined service area of Fort Bend, Contractor shall develop and provide basic services and associated activities for tuberculosis (TB) prevention and control; and expanded outreach services to individuals of identified special populations who have TB or who are at high risk of developing TB.

Contractor shall provide basic and expanded outreach services in compliance with the following:

- DSHS' most current version of the Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp;
- DSHS Standards for Public Health Clinic Services, Revised August 31, 2004 available at http://www.dshs.state.tx.us/sdi/docs/section8.pdf;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at www.cdc.gov/nchstp/bt/pubs/mmwrhtum1/maj_guide.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) at http://www.cdc.gov/tb/pubs/PDF/1376.pdf;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/tb/pubs/mmwr/Maj_guide/default.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000 at http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf ;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) at http://www.cdc.gov/mmwr/PDF/wk/mm5231.pdf; and
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at http://www.cdc.gov/mmwr/PDF/rr/rr5412.pdf

Contractor shall comply with all applicable federal and state, regulations and statues, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B http://tlo2.tlc.state.tx.us/statutes/docs/HS/content/pdf/hs.002.00.000013.00.pdf;
- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81 http://tlo2.tlc.state.tx.us/statutes/docs/HS/content/pdf/hs.002.00.000081.00.pdf;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89 http://tlo2.tlc.state.tx.us/statutes/docs/HS/content/pdf/hs.002.00.000089.00.pdf;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=97&sch=A&rl=Y; and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=97&sch=H&rl=Y.

Contractor shall perform all activities under this Contract in accordance with Contractor's objectives, work plans (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved workplan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract know of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Contract, required reporting under this Contract will show results for work performed under previous versions of this Contract.

Contractor shall provide an annual narrative report, in the format provided by DSHS, on their performance goals, objectives, and screening activities. That report shall include a detailed analysis of performance related to the performance measures listed below. A progress report of activities in January through December shall also be submitted in a format provided by DSHS. The narrative program report shall be sent to the Texas Department of State Health Services, Infectious Disease Intervention and Control Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347 via regular mail, fax, or e-mail. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Records Retention Article and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records. Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January – December 2008	March 1, 2009

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS' Report of Cases and Patient Services Form (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent to DSHS at 1100 West 49th Street, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347.

Contractor shall send an initial report of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Contract. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will begin collecting information no later than January 1, 2009 to determine the number of persons who received from the Contractor at least one TB service, including but not limited to: tuberculin skin tests; chest radiographs; health care worker services; or treatment with one or more anti-tuberculosis medications.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

1. 90% of cases and suspects under treatment in 2008 are on DOT;
2. 92% of eligible* TB cases reported in 2007, completed a course of curative TB treatment within twelve (12) months of initiation of treatment;
3. 95% of TB patients reported in 2007 with initial positive cultures are tested for and have drug susceptibility results documented in their medical record;
4. 93% of smear positive TB cases reported in 2008 have at least one (1) contact identified;
5. 74% of identified contacts to smear positive TB cases reported in 2007 shall be evaluated for TB infection or disease;
6. 65% of infected contacts (to smear positive cases reported in 2007) who are started on treatment for LTBI shall complete therapy;
7. 74% of adults (age>14) with TB disease reported in 2008 are tested for HIV;
8. 84% of adults (age 25-44) with TB disease reported in 2008 are tested for HIV; and
9. Number of TB cases in US-born non-Hispanic African-Americans.

* Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to rifampin, 4) who have meningeal disease, and 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report due March 1, 2009, a written explanation including a plan to meet those measures.

The Infectious Disease Intervention and Control Branch Tuberculosis Prevention and Control Program shall calculate performance measurers based on the information maintained in databases kept at the Tuberculosis Prevention and Control Program, through limited scope audits or inspections, and scheduled program reviews of successful applicants.

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term, at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and if applicable,Equipment List. General Provisions,

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
PO BOX 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *STATE*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Funding** Article, is revised to include the following:

Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.

All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

Payment Methods and Restrictions Article, Billing Submission Section, is hereby revised to add:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Texas Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Texas Department of State Health Services, Attention: Infectious Disease Intervention and Control Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	**DUE DATE**
September, October, November	December 31, 2008
December, January, February	March 31, 2009
March, April, May	June 30, 2009
June, July, August	September 30, 2009

Fiscal Year 2009 Department of State Health Services Contract
General Provisions
(Core/Vendor)

TABLE OF CONTENTS

ARTICLE I COMPLIANCE AND REPORTING 1

Section 1.01 Compliance with Statutes and Rules. 1
Section 1.02 Compliance with Requirements of Solicitation Document. 1
Section 1.03 Reporting. 1
Section 1.04 Applicable Contracts Law and Venue for Disputes 1
Section 1.05 Statutes and Standards of General Applicability. 1
Section 1.06 Applicability of General Provisions to Interagency and Interlocal Contracts.. 3
Section 1.07 Civil Rights Policies and Complaints. 4

ARTICLE II SERVICES 5

Section 2.01 Education to Persons in Residential Facilities 5
Section 2.02 Disaster Services 5
Section 2.03 Consent to Medical Care of a Minor. 5
Section 2.04 Telemedicine Medical Services. 5
Section 2.05 Services and Information for Persons with Limited English Proficiency. 6

ARTICLE III FUNDING 6

Section 3.01 Debt to State and Corporate Status. 6
Section 3.02 Application of Payment Due. 6

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS 7

Section 4.01 Payment Methods 7
Section 4.02 Billing Submission 7
Section 4.03 Third Party Payors. 7

ARTICLE V TERMS AND CONDITIONS OF PAYMENT 7

Section 5.01 Prompt Payment. 7
Section 5.02 Withholding Payments. 8
Section 5.03 Acceptance as Payment in Full. 8

ARTICLE VI CONFIDENTIALITY 8

Section 6.01 Maintenance of Confidentiality. 8
Section 6.02 Department Access to PHI and Other Confidential Information. 8
Section 6.03 Exchange of Client-Identifying Information. 8
Section 6.04 Security of Patient or Client Records 8
Section 6.05 HIV/AIDS Model Workplace Guidelines. 9

ARTICLE VII RECORDS RETENTION 9

Section 7.01 Retention. 9

ARTICLE VIII ACCESS AND INSPECTION 9

Section 8.01 Access. 9
Section 8.02 State Auditor's Office. 10
Section 8.03 Responding to Deficiencies. 10
ARTICLE IX NOTICE REQUIREMENTS 10
Section 9.01 Child Abuse Reporting Requirement 10
Section 9.02 Significant Incidents. 10
Section 9.03 Litigation 11
Section 9.04 Action Against the Contractor 11
Section 9.05 Insolvency. 11
Section 9.06 Misuse of Funds 11
Section 9.07 Criminal Activity and Disciplinary Action. 11
Section 9.08 Retaliation Prohibited. 12
Section 9.09 Documentation. 12
ARTICLE X ASSURANCES AND CERTIFICATIONS 12
Section 10.01 Certification. 12
Section 10.02 Child Support Delinquencies. 13
Section 10.03 Authorization 13
Section 10.04 Gifts and Benefits Prohibited 13
Section 10.05 Ineligibility to Receive the Contract. 13
Section 10.06 Antitrust. 14
ARTICLE XI GENERAL BUSINESS OPERATIONS OF CONTRACTOR 14
Section 11.01 Responsibilities Concerning Governing Board. 14
Section 11.02 Liability Coverage 14
Section 11.03 Program Site. 14
Section 11.04 Historically Underutilized Businesses (HUBs). 14
Section 11.05 Buy Texas 15
Section 11.06 Status of Subcontractors. 15
Section 11.07 Independent Contractor. 15
Section 11.08 Authority to Bind. 15
Section 11.09 Tax Liability. 15
Section 11.10 Notice of Organizational Change. 15
ARTICLE XII GENERAL TERMS 16
Section 12.01 Assignment 16
Section 12.02 Lobbying. 16
Section 12.03 Conflict of Interest. 16
Section 12.04 Transactions Between Related Parties 16
Section 12.05 Intellectual Property. 17
Section 12.06 Other Intangible Property. 18
Section 12.07 Severability and Ambiguity. 18
Section 12.08 Legal Notice. 18
Section 12.09 Successors. 18
Section 12.10 Headings 18
Section 12.11 Parties 18

Section 12.12	Survivability of Terms.	18
Section 12.13	Customer Service Information.	19
Section 12.14	Amendment.	19
Section 12.15	Contractor's Notification of Change to Certain Contract Provisions.	19
Section 12.16	Contractor's Request for Revision of Certain Contract Provisions.	19
Section 12.17	Immunity Not Waived.	20
Section 12.18	Hold Harmless and Indemnification.	20
Section 12.19	Waiver.	20
Section 12.20	Technology Accessibility.	20
ARTICLE XIII	BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE...	21
Section 13.01	Actions Constituting Breach of Contract.	21
Section 13.02	General Remedies and Sanctions.	21
Section 13.03	Notice of Remedies or Sanctions.	23
Section 13.04	Emergency Action.	23
ARTICLE XIV	CLAIMS AGAINST THE DEPARTMENT	23
Section 14.01	Breach of Contract Claim.	23
Section 14.02	Notice.	23
Section 14.03	Sole Remedy.	24
Section 14.04	Condition Precedent to Suit.	24
Section 14.05	Performance Not Suspended	24
ARTICLE XV	TERMINATION	24
Section 15.01	Expiration of Contract or Program Attachment(s).	24
Section 15.02	Effect of Termination.	24
Section 15.03	Acts Not Constituting Termination.	24
Section 15.04	Termination Without Cause.	25
Section 15.05	Termination For Cause.	25
Section 15.06	Notice of Termination.	26
ARTICLE XVI	VOID, SUSPENDED, AND TERMINATED CONTRACTS	26
Section 16.01	Void Contracts.	26
Section 16.02	Effect of Void, Suspended, or Involuntarily Terminated Contract.	26
Section 16.03	Appeals Rights	27
ARTICLE XVII	CLOSEOUT AND CONTRACT RECONCILIATION	27
Section 17.01	Cessation of Services At Closeout	27
Section 17.02	Administrative Offset.	27
Section 17.03	Deadline for Closeout.	27
Section 17.04	Payment of Refunds.	27
Section 17.05	Disallowances and Adjustments.	27

Fiscal Year 2009 Department of State Health Services Contract
General Provisions
(Core/Vendor)

ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 **Compliance with Statutes and Rules.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations and rules as such statutes and rules currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard or additional requirements beyond those required by applicable statutes, regulations or the Rules, the terms of this Contract shall control.

Section 1.02 **Compliance with Requirements of Solicitation Document.** Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon the Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in the Contractor's response to the Solicitation Document shall constitute a breach of this Contract.

Section 1.03 **Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department, and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

Section 1.05 **Statutes and Standards of General Applicability.** It is Contractor's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor agrees to comply with the following:

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §§ 6101-6107; 6) Comprehensive Alcohol

Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246, as amended and supplemented; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 U.S.C. §§ 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;

b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 U.S.C.A. §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
j) Tex. Gov. Code Chapter 469, (Supp. 2004) pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, Tex. Lab. Code, Chapters 401-406 and Title 28 Tex. Admin. Code pt. 2, regarding compensation for employees' injuries;
l) The Clinical Laboratory Improvement Amendments of 1988, 42 U.S.C. § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 U.S.C. §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act

of 1972, 16 U.S.C. §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 U.S.C. §§ 7401 et seq.; 10) Wild and Scenic Rivers Act of 1968, 16 U.S.C. §§ 1271 et seq., related to protecting certain river systems; and 11) Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4801 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;

p) Intergovernmental Personnel Act of 1970, 42 U.S.C. §§4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part 900, Subpart F;
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7; the Copeland Act, 40 U.S.C. § 276c and 18 U.S.C. § 874; and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-333, regarding labor standards for federally-assisted construction subagreements;
s) National Historic Preservation Act of 1966, §106, 16 U.S.C. § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts; and
t) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

Section 1.06 **Applicability of General Provisions to Interagency and Interlocal Contracts.** Certain sections or portions of sections of these General Provisions shall not apply to Contractors that are State agencies or units of local government; and certain additional provisions shall apply to such Contractors.

a) The following sections or portions of sections of these General Provisions shall not apply to interagency or interlocal contracts:
   1) Hold Harmless and Indemnification, Section 12.18;
   2) Independent Contractor, Section 11.07 (delete the third sentence in its entirety; delete the word "employees" from the fourth sentence; the remainder of the section applies);
   3) Liability Coverage, Section 11.02;
   4) Historically Underutilized Businesses (HUBs), Section 11.04 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
   5) Debt to State and Corporate Status, Section 3.01;
   6) Application of Payment Due, Section 3.02; and
   7) Article XIV Claims against the Department (This Article is inapplicable to interagency contracts only).

b) The following additional provisions shall apply to interagency contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771.
   2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder.
   3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.

c) The following additional provisions shall apply to interlocal contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791.
   2) Payments made by DSHS to Contractor shall be from current revenues available to DSHS.
   3) Each Party represents that it has been authorized to enter into this Contract.

d) Contractor agrees that Contract Revision Requests, when signed by a duly authorized representative of Contractor, shall be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing board.

Section 1.07 **Civil Rights Policies and Complaints.** Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor must notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

ARTICLE II SERVICES

Section 2.01 **Education to Persons in Residential Facilities.** If applicable, Contractor shall ensure that all persons, who are housed in Department licensed and/or funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 **Disaster Services.** In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Disaster services shall be carried out in the manner most responsive to the needs of the emergency, be cost effective, and be least intrusive on the primary services of the Contractor.

Section 2.03 **Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, the treatment of a minor shall be provided only if informed consent to treatment is obtained pursuant to Tex. Fam. Code, Chapter 32 relating to consent to treatment of a child by a non-parent or the child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code, Chapter 32, federal law shall supersede state law.

Section 2.04 **Telemedicine Medical Services.** Contractor shall ensure that if a provider uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using protocol approved by the Contractor's medical director and utilizing equipment that complies with the equipment standards as required by the Department. Procedures of telemedicine service provision must include the following requirements:

a) clinical oversight by the Contractor's medical director or designated physician responsible for medical leadership;
b) contraindication considerations for telemedicine use;
c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e) use by credentialed licensed providers providing clinical care within the scope of their licenses;

f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g) priority in scheduling the system for clinical care of individuals;
h) quality oversight and monitoring of satisfaction of the individuals served; and
i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 **Services and Information for Persons with Limited English Proficiency.** Contractor agrees to take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and the use of such a person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 **Debt to State and Corporate Status.** Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq., as amended). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each program shall be unit rate/fee for service. This payment method is based on a specified rate(s) or fee(s) for a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required forms and/or deliverable(s).

Section 4.02 **Billing Submission.** Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s), Contractor shall submit requests for payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 **Third Party Payors.** A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall: (a) enroll as a provider in Children's Health Insurance Plan and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those plans for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 **Prompt Payment.** Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code, Chapter 2251). Contractor must comply with Tex. Gov. Code, Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance shall be subject to audit by the Department.

Section 5.02 **Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset overpayments that Contractor has not refunded to Department. Department may take repayment from funds available under this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 **Acceptance as Payment in Full.** Contractor shall accept payment from DSHS as payment in full for services or goods provided to clients. Contractor agrees to not seek additional payment for services or goods from clients.

ARTICLE VI CONFIDENTIALITY

Section 6.01 **Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws and Rules, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable Rules.

Section 6.02 **Department Access to PHI and Other Confidential Information.** Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 6.03 **Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 6.04 **Security of Patient or Client Records.** Contractor must ensure that patient and client records are managed in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of

patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 6.05 **HIV/AIDS Model Workplace Guidelines.** If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at http://www.dshs.state.tx.us/hivstd/policy/pdf/090021.pdf.

ARTICLE VII RECORDS RETENTION

Section 7.01 **Retention.** Contractor shall retain records in accordance with applicable state and federal statutes and regulations. At a minimum, Contractor shall retain and preserve all records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, shall apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) or other applicable statutes and regulations governing medical information. Contractor shall ensure that this provision concerning records retention is included in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the termination date of this Contract, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the Division Contract Management Unit assigned to the Program Attachment.

ARTICLE VIII ACCESS AND INSPECTION

Section 8.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, the Office of the Inspector General at HHSC (OIG), and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any), books, papers or documents related to this Contract. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. Further, Contractor shall ensure that information collected, assembled or maintained by the Contractor relative to this Contract is available to the Department for the Department to respond to requests that it receives under the

Public Information Act. The Department and HHSC will have the right to audit billings both before and after payment. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall ensure that this provision concerning the right of access to, and examination of, information related to this Contract is included in any subcontract it awards.

Section 8.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. The Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. Contractor shall ensure that this provision concerning the authority to audit funds will apply to funds received indirectly by subcontractors through the Contractor, and the requirement to cooperate, is included in any subcontract it awards.

Section 8.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency in a program review or management or financial audit to the satisfaction of DSHS. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE IX NOTICE REQUIREMENTS

Section 9.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: HIV/STD; Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and WIC Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting as required by the Department. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 9.02 **Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment

significant incidents involving substantial disruption of program operation or potentially affecting Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 9.03 **Litigation.** Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification shall include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 9.04 **Action Against the Contractor.** Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification shall include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If the Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the Division Contract Management Unit assigned to the Program Attachment by submitting a one page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 9.05 **Insolvency.** Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by the Contractor or Contractor's board of directors.

Section 9.06 **Misuse of Funds.** Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment and to the SAO, any knowledge of debarment, suspected fraud, program abuse, or unlawful activity related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that the Contractor has knowledge or reason to believe such activity has taken place. Contractor shall make the report to the SAO at (800) TX-AUDIT, or by Internet at http://www.sao.state.tx.us.

Section 9.07 **Criminal Activity and Disciplinary Action.** Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing

employee of the organization, an employee or volunteer of Contractor, or a subcontractor has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that the Contractor has knowledge or reason to believe such activity has taken place. Contractor shall ensure that any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section is prohibited from performing direct client services or from having direct contact with clients, unless otherwise directed by DSHS.

Section 9.08 **Retaliation Prohibited.** Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, or standard to the SAO, the Department, another state agency, or any federal, state or local law enforcement official.

Section 9.09 **Documentation.** Contractor shall maintain appropriate documentation of all notices.

ARTICLE X ASSURANCES AND CERTIFICATIONS

Section 10.01 **Certification.** Contractor certifies by execution of this Contract to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;
c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g) neither it, nor its principals have within the three (3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any

other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;

h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and

i) neither it, nor its principals within a three (3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this section, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the Division Contract Management Unit assigned to the Program Attachment. If Contractor's status with respect to the items certified above changes during the term of this Contract, Contractor shall immediately notify the Division Contract Management Unit assigned to the Program Attachment.

Section 10.02 **Child Support Delinquencies.** As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor agrees to maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 10.03 **Authorization.** Contractor certifies that it possesses legal authority to contract for the services set forth in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of the Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 10.04 **Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 10.05 **Ineligibility to Receive the Contract.** (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for the Contractor has received compensation from DSHS for participation in the developing, drafting or preparation of specifications, requirements or statement(s) of work for this

Contract or in the Solicitation Document on which this Contract is based; (b) Pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if the Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 10.06 **Antitrust.** Pursuant to 15 U.S.C.A. Sec. 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for the Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in such line of business for the purpose of substantially lessening competition in such line of business.

ARTICLE XI GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 11.01 **Responsibilities Concerning Governing Board.** Contractor and its governing board shall bear full responsibility for compliance with all the terms and conditions of this Contract. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations. The responsibility of Contractor's governing board shall include compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations. Ignorance of any Contract provisions or other requirements contained or referenced in this Contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 11.02 **Liability Coverage.** Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage," where Contractor is a legal entity that is required to have directors and/or officers. This provision applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity that is required under Texas law to have directors and/or officers. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a director or officer of Contractor damages Department's interests.

Section 11.03 **Program Site.** All Contractors shall ensure that the location where services are provided is in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 11.04 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs as set forth in Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may

obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval of the revised plan from the Department's HUB Coordinator before proposed changes will be effective under this Contract. Contractor agrees to make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 11.05 **Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 11.06 **Status of Subcontractors.** Contractor shall require that all subcontractors certify that they are in good standing with all state and federal funding and regulatory agencies; are not currently debarred, suspended, or otherwise excluded from participation in federal grant programs; are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 11.07 **Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 11.08 **Authority to Bind.** The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, warrant and guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 11.09 **Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. In the event that the Department discovers that Contractor has a liability or has failed to remain current on a delinquent liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. In the event of Contract termination under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 11.10 **Notice of Organizational Change.** Contractor shall submit written notice to the Division Contract Management Unit assigned to the Program Attachment within ten (10) business days of any change to the following: Contractor's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. A

change in Contractor's name requires an amendment to this Contract in accordance with the Amendments section of these General Provisions.

ARTICLE XII GENERAL TERMS

Section 12.01 **Assignment.** Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, without the prior written consent of the Department.

Section 12.02 **Lobbying.** Contractor shall comply with Tex. Gov Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract to pay any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 U.S.C.A. § 1352, as amended). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the Division Contract Management Unit assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the Division Contract Management Unit assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section__.27 and A-21 paragraphs 17 and 24. Contractor shall include this provision in any subcontracts.

Section 12.03 **Conflict of Interest.** Contractor represents to the Department that it does not have, nor shall it knowingly acquire, any financial or other interest that would conflict in any manner with the performance of its obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor, its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Section 12.04 **Transactions Between Related Parties.** Contractor shall identify and report to DSHS any transaction between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to the Contractor and the work the related party will perform under this Contract. A related

party is a person or entity related to the Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. The Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of the Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, and 2 CFR § 215.42.

Section 12.05 **Intellectual Property.** Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.

b) For purposes of this Contract, intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS shall have the right to obtain and hold in its name any and all patents, copyright, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

d) In the event the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or

otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.

e) If the result of the contract performance are subject to copyright law, the Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the Division Contract Management Unit assigned to the Program Attachment.

Section 12.06 **Other Intangible Property**. At the conclusion of the contractual relationship between Department and the Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 12.07 **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 12.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the other Party in writing) or, if sent by certified mail, on the date of receipt.

Section 12.09 **Successors.** This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 12.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and shall not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 12.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by this document, and are capable of understanding the terminology and meaning of its terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 12.12 **Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason shall not release either Party from any liabilities or obligations set forth in

this Contract that (a) the Parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 12.13 **Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 12.14 **Amendment.** Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the Division Contract Management Unit assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS shall not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS may not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this section.

Section 12.15 **Contractor's Notification of Change to Certain Contract Provisions.**

The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a) Contractor's contact person and contact information;
b) Contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any; and
c) Minor corrections or clarifications to the Contract language that in no way alter the Contract scope of work, objectives or performance measures.

Contractor within ten (10) days shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email.

Section 12.16 **Contractor's Request for Revision of Certain Contract Provisions.** A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by the Contractor, but must be approved by DSHS. The following changes to the Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

a) Change in clinic hours or location; and
b) Changes to community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website and complete the form as directed by the Department. Two (2) copies of the completed form must be signed by Contractor's representative who is

authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the Division Contract Management Unit assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision under this section.

Section 12.17 **Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 12.18 **Hold Harmless and Indemnification.** Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 12.19 **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either Party's rights under this Contract.

Section 12.20 **Technology Accessibility.** If performance under this Contract includes the development, modification or maintenance of a website or other electronic information resources for DSHS or for the public on behalf of DSHS, Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of electronic information resources unless those resources meet certain statutory and regulatory requirements relating to accessibility by persons with visual, hearing, motor/physical, and cognitive learning disabilities as defined by Section 508 of the Rehabilitation Act of 1973, as amended. Accordingly, Contractor represents and warrants to DSHS that the electronic information resources provided by Contractor to DSHS for purchase are capable, either by virtue of features included within the technology or because they are readily adaptable by use with other technology, of -

a) providing equivalent access for effective use;
b) presenting information, including prompts used for interactive communications; and
c) being integrated into networks for obtaining, retrieving, and disseminating information.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the electronic information resource, either directly by features incorporated within the technology or by other reasonable means jointly agreed to by DSHS and Contractor, such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access might be provided include, but are not limited to, keyboard

alternatives to mouse commands and other means of navigating graphical displays, information retrieval provided in an enhanced auditory fashion, voice commands, touch screen capacity, and customizable display appearance. Electronic information resources under this Contract must comply with 1 Tex. Admin. Code, Chapters 206 and 213, as applicable.

ARTICLE XIII BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 13.01 **Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
c) failure to pay refunds or penalties owed to the Department;
d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
e) discovery of a material misrepresentation in any aspect of Contractor's response to the Solicitation Document;
f) any misrepresentation in the assurances and certifications in the Contractor's application or response to the Solicitation Document or in this Contract; or
g) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 13.02 **General Remedies and Sanctions.** The remedies set forth below are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of sanctions to Department for any breach of this Contract. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions listed below does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If the Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the actions listed below:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty-one (31) calendar days before the effective date of the termination in a notice of termination. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert the Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. The Contractor agrees that it shall not make any claim for payment for services provided from the effective date of termination;

b) suspend all or part of this Contract. Suspension is an action taken by a suspending official in accordance with Department rules to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor may not bill DSHS for services performed during suspension unless expressly authorized by the notice of suspension;
c) deny additional or future contracts or renewals with Contractor;
d) reduce funding if the Contractor fails to provide services or goods consistent with performance expectations described in this Contract;
e) disallow all or part of the activities or action(s) not in compliance;
f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
k) demand repayment from Contractor when it has been verified that Contractor has been overpaid, e.g., because payments are not supported by proper documentation or failure to comply with Contract terms;
l) reduce the funding amount for failure to achieve or maintain the proposed level of service;
m) pursue a claim for damages as a result of breach of contract;
n) require removal of any officer, board member or employee of the Contractor who has been convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
o) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, or any penalty permitted by statute and imposed by DSHS, and take repayment from funds available under this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations;
p) reduce the Contract term;
q) recoup improper payments when it is verified that the Contractor has been overpaid, e.g., because payments are not supported by proper documentation, improper billing or failure to comply with Contract terms;
r) assess liquidated damages; or
s) impose other remedies provided by law.

Section 13.03 **Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing when a remedy or sanction is imposed, stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies or sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response shall state how Contractor shall correct the noncompliance or demonstrate in writing that the findings on which the remedies or sanctions are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's final decision. If required by the Department, Contractor shall take corrective action. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor.

Section 13.04 **Emergency Action.** In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as Contractor is noncompliant and the noncompliance has a direct adverse impact on the public or client health, welfare or safety. The direct adverse impact may be programmatic and may include failing to provide services; providing inadequate services; or providing unnecessary services.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XIV CLAIMS AGAINST THE DEPARTMENT

Section 14.01 **Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Chapter 2260 of Tex. Gov. Code and implemented in the rules at 25 TAC §§ 1.431-1.447 shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 14.02 **Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Tex. Gov. Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition

precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, Tex. Gov. Code.

Section 14.03 **Sole Remedy.** The contested case process provided in Chapter 2260, Subchapter C, Tex. Gov. Code, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 14.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Chapter 2260, Subchapter C, Tex. Gov. Code, is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract shall be considered a waiver of sovereign immunity to suit.

Section 14.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XV TERMINATION

Section 15.01 **Expiration of Contract or Program Attachment(s).** Contractor's service obligations set forth in each Program Attachment shall end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause as set forth below.

Section 15.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or other entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information shall survive this Contract.

Section 15.03 **Acts Not Constituting Termination.** Termination does not include: (1) withdrawal of funds awarded on the basis of the Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a Program Attachment; (3) refusal to extend a Program Attachment or award additional funds to make a

competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 15.04 **Termination Without Cause.**

a) Either Party may terminate this Contractor a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment, as applicable, that involves residential client services, Contractor must give the Department at least ninety (90) calendar days prior written notice and must submit a transition plan to ensure client services are not disrupted.
b) The Parties may terminate this Contract or a Program Attachment, as applicable, by mutual agreement.
c) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party in the event funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
d) Department may terminate this Contract or a Program Attachment, as applicable, immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 15.05 **Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

a) a court of competent jurisdiction finds that Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance of this Contract;
c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004;
g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:

1) Contractor fails to make payments;
2) Contractor makes an assignment for the benefit of its creditors;
3) Contractor admits in writing its inability to pay its debts generally as they become due;
4) if judgment for the payment of money in excess of $50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, and within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under generally accepted accounting principles;
5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its entry;
6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;
8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge thereof;
9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) calendar days; or
10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property.

Section 15.06 **Notice of Termination.** Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVI VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 16.01 **Void Contracts.** Department may hold this Contract void upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 16.02 **Effect of Void, Suspended, or Involuntarily Terminated Contract.** A Contractor who has been a party to a contract with DSHS that has been found to be void, suspended, or

terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to refund.

Section 16.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVII CLOSEOUT AND CONTRACT RECONCILIATION

Section 17.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract and shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or other entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, the Contractor agrees to immediately begin to transition recipients of services to alternative service providers, as needed. Contractor also agrees to completely cease providing services under this Contract or Program Attachment by the date specified in the Contract termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of the Contract or Program Attachment once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 17.02 **Administrative Offset.** The Department shall have the right to administratively offset amounts owed by Contractor against billings.

Section 17.03 **Deadline for Closeout.** Contractor shall submit all performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment, as applicable.

Section 17.04 **Payment of Refunds.** Any funds paid to the Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due. Contractor shall pay any refund amount due within the time period established by the Department.

Section 17.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to recover funds on the basis of a later audit or other review or the Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

August 5, 2008
Date

Robert E. Hebert, County Judge
Print Name of Authorized Individual

2009-028471
Application or Contract Number

FORT BEND COUNTY CLINICAL HEALTH SERVICES
Organization Name

AS PER ORIGINAL

2009-028471-001

Categorical Budget:

PERSONNEL	$87,199.00
FRINGE BENEFITS	$35,090.00
TRAVEL	$14,618.00
EQUIPMENT	$1,100.00
SUPPLIES	$2,070.00
CONTRACTUAL	$44,352.00
OTHER	$1,950.00
TOTAL DIRECT CHARGES	$186,379.00
INDIRECT CHARGES	$0.00
TOTAL	$186,379.00
DSHS SHARE	$186,379.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $186,379.00

Financial status reports are due: 12/30/2008, 03/30/2009, 06/30/2009, 10/30/2009

Equipment List Attached.

AS PER ORIGINAL

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

Equipment List

Equipment Total: $ 1,100.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Dell OptiPlex 755 Minitower, Core 2 Duo E8200/2.66GHz,6M,VT 1333FSB,2GB,Non-ECC,667MHz DDR2,2X1GB OptiPlex 740, Dell UltraSharp 1908FP Flat Panel	1	$1,100.00	$1,100.00

AGENDA ITEM

19C

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 07.24.08

Submitted By: Laura Johnson
Phone Number: x 4556 **Dept.** 4751A
For: Environmental Health

Court Agenda Date: 08.~~03~~.08 10

SUMMARY OF ITEM:

- Approve Adopt A Road Agreement between Fort Bend County and Families and Friends of Rogers Road.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
	Road & Bridge			County Clerk	(281-341-8697)
☐	Engineering				

RECOMMENDATION / ACTION REQUESTED:

8-12-08 orig. not. to Laura at Co. Attorney

COUNTY JUDGE
RECEIVED
JUL 24 2008

Special Handling Requested (specify):

STATE OF TEXAS §

COUNTY OF FORT BEND §

ADOPT-A-COUNTY-ROAD AGREEMENT

This agreement entered into by and between Fort Bend County, Texas, hereinafter referred to as "County," a body corporate and politic, acting herein by and through its Commissioners' Court, and **Families and Friends of Rogers Road**, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the parties recognize the need and the desirability of litter-free county streets and roads; and,

WHEREAS, Contractor desires to assist the County in maintaining litter-free county roads; and,

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

I.
OBLIGATIONS OF CONTRACTOR

1.01 Contractor agrees to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the County for special conditions on a particular adopted section.

1.02 For participants of Contractor who are 15 years of age or younger, Contractor shall furnish adequate supervision by one or more adults.

1.03 Contractor shall conduct at least two safety meetings each year prior to participation.

1.04 Contractor shall adopt a road for a minimum period of two (2) years.

1.05 Contractor shall pick up litter a minimum of four (4) times a year and at such additional times as required by the County.

1.06 Contractor shall not subcontract or assign its duties or responsibilities to any other group, organization or enterprise.

1.07 Contractor shall appoint a chairperson to serves as spokesperson from their organization.

1.08 Contractor shall obtain required supplies and materials from the County during regular business hours.

1.09 Traffic control signs shall be utilized by Contractor during a cleanup and shall be removed or stored after the cleanup has been accomplished.

1.10 All participants of Contractor shall wear County supplied and approved safety vests during the trash pickup.

1.11 Contractor shall be responsible for placing litter in trash bags furnished by the County.

1.12 Unused materials and supplies furnished by the County shall be returned to the County within one week following each cleanup.

1.13 Contractor shall be responsible for prohibiting participants from either possession or consuming alcoholic beverages while on the adopted section.

1.14 Contractor shall be responsible for maintaining a first aid kit and adequate drinking water while participating in litter pickup on the adopted section.

1.15 Contractor will be required to complete a Performance Report after each cleanup. The form will be provided when supplies are picked up at the designated maintenance office. Upon completion of the work, the completed Performance Report shall be returned to the address indicated on the form.

II.
OBLIGATION OF THE COUNTY

2.01 The County shall coordinate with Contractor to determine the specific section of the county road to be adopted.

2.02 The County will erect a sign at each end of the adopted section with Contractor's name or logo.

2.03 The County shall provide safety vest, trash bags, and safety literature.

2.04 The County shall remove the filled bags of litter the first workday after the pickup.

2.05 The County shall remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items, and upon notification from Contractor.

III.
INDEMNIFICATION

Contractor, its employees, agents and volunteers agree 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 cost, 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 under this agreement.

IV.
INDEPENDENT CONTRACTOR

4.01 In the performance of work or services hereunder, Contractor 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 Contractor or, where permitted, of its subcontractors.

4.02 Contractor and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

V.
TERMINATION

If in the sole judgment of the County, it is found that Contractor is not meeting the terms and conditions of this agreement, the County may terminate the adoption agreement and remove the signs with thirty (30) days notice. This agreement may be modified in scope or any other manner at the sole discretion of the County. The County reserves the right to modify or cancel the program at any time, and for any reason at the sole discretion of the County.

VI.
COUNTY ROAD

6.01 The County recognizes Contractor as the adopting organization for **Rogers Road from FM 359 to Pool Hill Road. A distance of approximately 1.78 miles.**

6.02 Contractor accepts the responsibility of picking up the litter on this section of roadway and promoting a litter-free environment in the community for a period beginning, **August 1st, 2008** and ending **August 1st, 2010.**

VII.
NOTICE

Notice to the County shall be delivered to:

Fort Bend County
301 Jackson, 7th Floor
Richmond, Texas 77469
Attn: County Judge
Phone (281) 341-8608
Fax: (281) 341-8609

Notice to the Contractor shall be delivered to:

Dennis Clack
32601 Rogers Road
Fulshear, Texas 77441

VIII.
ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject.

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

FORT BEND COUNTY:

Robert E. Hebert, County Judge — 8-6-08 Date

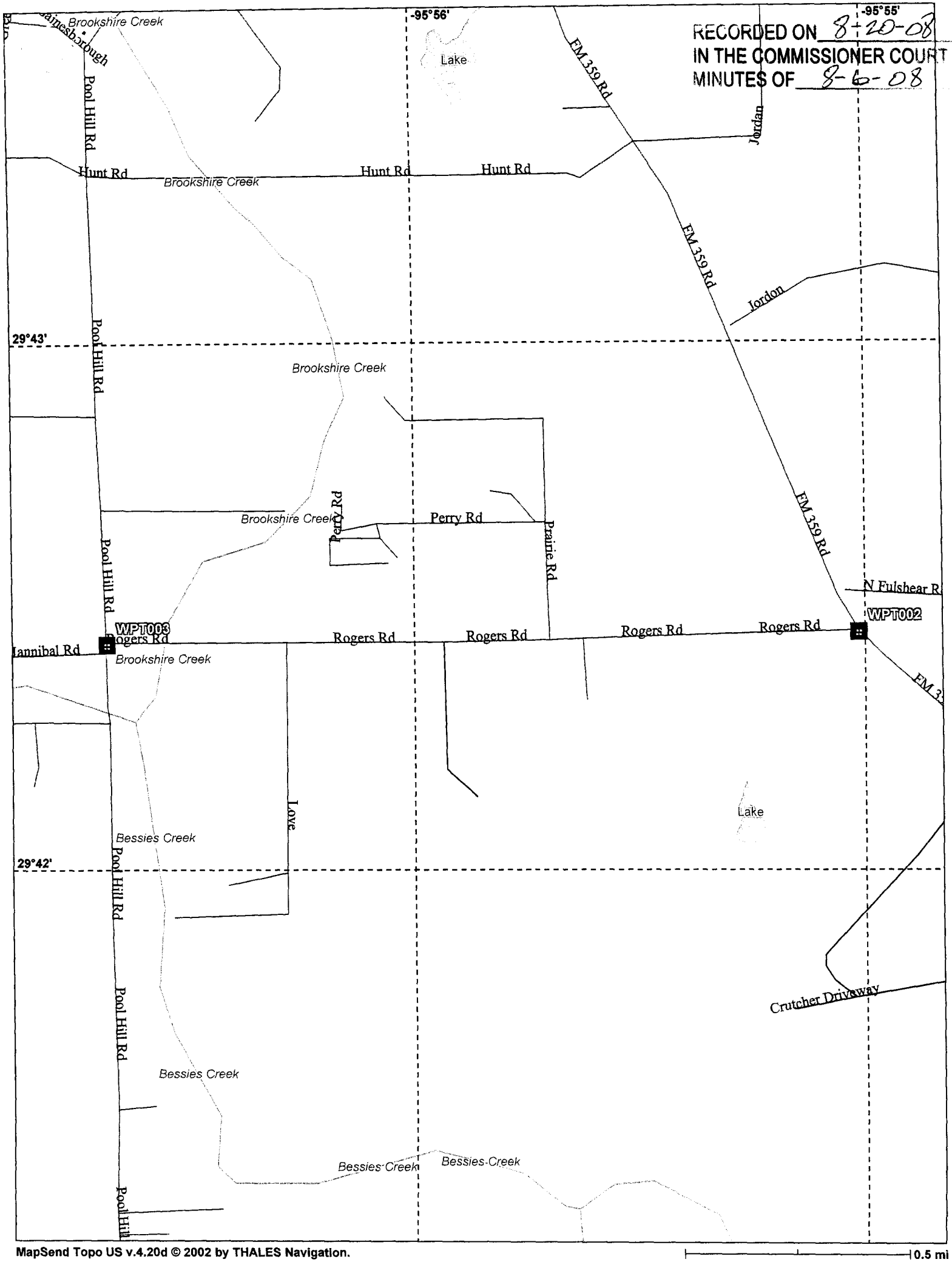
ATTEST:

Dianne Wilson, County Clerk

FAMILIES & FRIENDS OF ROGERS ROAD
("Contractor")

Dennis A Clack — 7/15/08 Date

MTR/environmental adopt-a-road.Rogers Rd. 2346-:071905


RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08
-95°56'
-95°55'
29°43'
29°42'
Brookshire Creek
Lake
FM 359 Rd
Jordan
Pool Hill Rd
Hunt Rd
Perry Rd
Prairie Rd
Rogers Rd
N Fulshear R
WPT003
WPT002
Annibal Rd
Love
Bessies Creek
Crutcher Driveway
MapSend Topo US v.4.20d © 2002 by THALES Navigation.
0.5 mi

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

DATE SUBMITTED: 7-22-2008 **SUBMITTED BY:** Hopie Solomon AGENDA ITEM

AGENDA 6 **DEPARTMENT:**6451 # 19D

COURT AGENDA DATE: 8-~~21~~ -08 **PHONE NO.:** Ext. 3506

SUMMARY OF ITEM: Approve interlocal Agreement between The University of Texas Medical Branch at Galveston and Fort Bend County for UTMB Forensic Pathology Services.

RENEWAL CONTRACT/AGREEMENT: Yes (X) No ( )
LIST SUPPORTING DOCUMENTS ATTACHED: Interlocal agreement attached.

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS: See attachment
Yes ( ) No (X) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund Agency 6451 Object	N/A ( )	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

8-12-08 orig. ret. to Hopie at Social Services

UTMB
The University of Texas Medical Branch

SCHOOL OF MEDICINE
DEPARTMENT OF PATHOLOGY

July 15, 2008

Ann Werlein
Assistant to County Judge
301 Jackson
Richmond, Texas 77469

Ms. Werlein

Enclosed please find three (3) partially executed original interlocal agreements between the University of Texas Medical Branch and Fort Bend County for UTMB Forensic Pathology Services. After approval, please execute all three originals and return two (2) fully executed originals to me.

If you have any questions or concerns about this agreement, please call me at (409)747-0730.

We look forward to working with Fort Bend County in the coming year.

Sincerely,

Leo Castillo

Leo Castillo
Business Manager
Department of Pathology

Cc: Alex Kadrie

1.116 KEILLER BLDG. • 301 UNIVERSITY BOULEVARD • GALVESTON, TEXAS 77555-0609
(409)772-2856 • FAX (409)772-2500 • www.utmb.edu/pathology

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON AND FORT BEND COUNTY FOR UTMB FORENSIC PATHOLOGY SERVICES

This Interlocal Agreement is between Fort Bend County, Texas (the "COUNTY"), and The University of Texas Medical Branch at Galveston, for and on behalf of it's Department of Pathology ("UTMB") to perform forensic pathology services for the COUNTY.

PREAMBLE

WHEREAS, the COUNTY is authorized to establish and provide for medical examiner services and to appoint a medical examiner pursuant to Article 49.25, Texas Code of Criminal Procedure; and,

WHEREAS, UTMB has qualified personnel to operate in the capacity of a medical examiner;

WHEREAS, pursuant to provisions of the Texas Government Code Chapter 791, Interlocal Cooperation Act, the parties are authorized to enter into a contract with each other; and,

NOW THEREFORE, the parties agree that UTMB will provide certain medical examiner services for the COUNTY in accordance with the following terms and conditions.

I. UTMB RESPONSIBILITIES

1.1 Personnel. Under this Agreement, UTMB's Department of Pathology agrees to provide UTMB faculty physicians and associated staff necessary to perform medical examiner services as requested by COUNTY. UTMB will provide at least one faculty physician (the "Consulting Forensic Pathologist") who will provide medical examiner services for COUNTY. That individual shall be licensed by the Texas State Board of Medical Examiners and be board certified in the field of forensic pathology. The Consulting Forensic Pathologist may appoint other UTMB Department of Pathology physicians licensed by the Texas State Board of Medical Examiners to assist in the performance of the Consulting Forensic Pathologist's duties. Residents-in-Training may participate in autopsies under supervision of a faculty physician.

1.2 Autopsies. The Consulting Forensic Pathologist shall perform those duties required of a medical examiner with respect to autopsies excluding site investigations, in accordance with the laws of the United States and the State of Texas.

1.2.1 Autopsies shall determine the manner and cause of death to the extent such can be ascertained, including toxicology examinations when appropriate where death does not appear from natural causes or is undetermined. The Consulting Forensic Pathologist shall provide a written autopsy report to the requesting authority/agency within a reasonable time period and provide an initial summary form to expedite certification of death and the flow of information.

1.2.2 Autopsies shall be fully documented through the use of 35mm photography (or the use of reputable digital photographic techniques, utilizing secure and unalterable computer storage techniques), laboratory analysis of tissue and other samples deemed necessary by the Medical Examiner, and written reports. Tissue samples will be maintained by UTMB and in a sufficient quantity to allow for future testing.

1.2.3 Autopsies shall be performed under the direction of the Galveston County Medical Examiner at the Galveston County Medical Examiners Office located at 6607 Hwy 1764, Texas City, Texas 77591. The facility shall be suitable for autopsy examinations, including access to x-ray facilities, and a professional support staff shall be provided as needed. In consultation with the County, the Galveston County Medical Examiner may request that an autopsy be performed at UTMB or other suitable facility by an appropriately licensed physician.

1.2.4 Records of autopsy reports, lab tests and reports, data, documents, x-ray, photographs, investigator reports, correspondence, magnetic recording, or other tangible item ("autopsy records") relating to COUNTY autopsies shall be stored in the records of the Consulting Forensic Pathologist. For purposes of this contract solely, the Consulting Forensic Pathologist shall be deemed to be the Custodian of Records for the records relating to any COUNTY autopsy. A copy of such information shall be provided to COUNTY immediately upon completion of a final report. UTMB shall perform all record management and storage tasks relating to autopsy records. UTMB shall allow COUNTY access to COUNTY autopsy records for copying purposes. UTMB shall only be reimbursed for the actual cost of the copies to UTMB. Fees for public request of copies of autopsy records shall be in accordance with Health & Safety Code Section 671.012 and rules adopted by the General Services Commission for charges for public records. COUNTY may at its own expense make copies of documentation for any legal purpose.

1.2.5 The Consulting Forensic Pathologist shall make a report on a quarterly basis the total number of autopsies performed for the COUNTY.

1.2.6 The Consulting Forensic Pathologist shall conduct autopsies at the written authorization of any County Justice of the Peace or other person(s) authorized by law to order an autopsy. The written authorization will be provided to the Consulting Forensic Pathologist by the COUNTY without undue delay. No autopsy will be performed prior to the receipt by the Consulting Forensic Pathologist of the written authorization.

1.3 Other Duties. In addition to the above, UTMB will also perform these duties:

1.3.1 Provide telephone consultation with a pathologist 24 hours a day in response to incoming inquiries.

1.3.2 Provide law enforcement briefings and pre-trial conferences at UTMB as necessary on autopsy cases.

1.3.3 Provide one hour notice prior to start of autopsy if County agency makes the request in writing on the Investigator's Report.

1.4. Standard of Performance. The Consulting Forensic Pathologist shall perform all services and exercise all discretionary powers in a manner consistent with the applicable cannons of forensic medicine, professional ethics and professional judgment.

1.5 Court Appearances. UTMB agrees that UTMB personnel performing services pursuant to this Agreement shall appear as reasonably necessary during grand jury proceedings, court hearings and trials in Fort Bend County at the written request of the COUNTY'S District Attorney. However, UTMB shall not be responsible for court appearances under this section relating to autopsy services involving non-UTMB personnel or non-UTMB experts. In the event of court appearances where neither the COUNTY nor the State is a party to the proceeding, or in those court appearances under this section relating to autopsy services involving non-UTMB personnel, UTMB may charge the non-COUNTY party any fee in connection with its participation in the court proceedings.

II. COUNTY RESPONSIBILITIES

2.1 Fees and Payment. During the term of this Agreement, the COUNTY shall pay UTMB the sum of TWO THOUSAND TWO HUNDRED AND NO 100THS DOLLARS ($2,200) for each full autopsy performed and SEVEN HUNDRED TWENTY FIVE AND NO 100THS DOLLARS ($725.00) for each external view autopsy performed, due and payable within thirty (30) days of receipt of invoice by County. The full autopsy fee includes the autopsy, report, toxicology screen if required, routine slides and histology, routine x-rays if required, pathologist consultation and court testimony. Any complicated, non-routine testing such as, but not limited to, non-routine toxicology, non-routine radiographic studies, trace elements and dental work, shall be charged to the County at UTMB's cost.

2.2 Court Appearances. COUNTY agrees to use its best efforts to schedule any necessary testimony by the Consulting Forensic Pathologist in a manner that will provide a minimum amount of disruption to the Consulting Forensic Pathologist's routine.

2.3 COUNTY DUTIES. COUNTY agrees to perform the following duties:

2.3.1 Provide legal authorization for autopsy examination to the Consulting Forensic Pathologist prior to examination.

2.3.2 Provide necessary information, including related police reports, medical records, names of treating physicians, allied information and support necessary for an informed pre-examination and review.

2.3.3 Provide the body with clothing and, if all or part of the clothing has previously been removed, provide it with the body for examination, correlation, and documentation.

2.3.4 Provide any items associated with treatment and/or life saving attempts undisturbed and, if necessary, assist in distinguishing features of medical/surgical treatment from those due to injury. When available, obtain and forward for analysis any blood, body fluid or other such specimens obtained during life.

2.3.5 Provide for examination any medications prescribed for, or thought to have been used by, the deceased.

2.3.6 Provide for examination any weapons, ammunition, instruments, or case-related items such as suspected suicide notes, or copies of notes, especially any that are found on/about the person of the deceased. If weapon is not provided, will provide detailed description with appropriate measurements.

2.3.7 If the identity of the deceased is unknown or in doubt, help acquire any information, items or records necessary to help establish identification by scientific means.

2.3.8 In the event the next-of-kin should request tissue or organ donation, coordinate procedures with the Consulting Forensic Pathologist to promote optimum handling and to ensure that appropriate examination can be completed.

2.3.9 Transport the body to and from the morgue to the autopsy room at the location designated in 1.2.3.

2.3.10 I f requested, send an authorized representative to take possession of items of value or evidence that may be discovered.

2.3.11 Provide the necessary personnel to perform any investigatory functions and related administrative support for crime scenes and death sites.

2.3.12 Notif y Consulting Forensic Pathologist of any severely abusively injured child at time of hospitalization.

2.3.13 Promptl y at the request of the Consulting Forensic Pathologist, the COUNTY will make arrangements to remove from the Medical Examiner's office the remains of the deceased after the performance of the autopsy if the next-of-kin have not been informed of the death or no next-of-kin has been located or identified.

III. MUTUAL AGREEMENTS

3.1 Indemnification:

3.1.1 To the extent authorized by the laws and constitution of the State of Texas, the COUNTY agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of COUNTY or its agents, or employees.

3.1.2 To the extent authorized by the laws and constitution of the State of Texas, UTMB agrees to hold the COUNTY, its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or its agents, or employees.

3.2 Insurance. UTMB represents and warrants to COUNTY that UTMB shall maintain in full force and effect during the term of this Agreement self-funded professional liability coverage for designated faculty physicians known as The University of Texas System Medical Malpractice Self-Insurance Plan. Liability for the tortious conduct of all other UTMB employees including house staff is provided for solely by Chapters 101 and 104 of the Texas Tort Claims Act.

3.3 Amendments. This Agreement may be amended when set forth in writing and signed by the parties to the Agreement.

3.4 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

UTMB: Lawrence E. Revill
Vice President of Finance
The University of Texas Medical Branch at Galveston
301 University Boulevard
Route Number 0153
Galveston, Texas 77555-0153

cc: David H. Walker, M.D.
Professor and Chair, Department of Pathology
University of Texas Medical Branch at Galveston
301 University Blvd.
Galveston, Texas 77555-0609

COUNTY: Fort Bend County Judge
Robert E. Hebert
301 Jackson, Suite 719
Richmond, Texas 77469

All payments shall be made to UTMB in the following manner:

Fiscal Services Route Number 0107
The University of Texas Medical Branch at Galveston
Room 2.204 Administration Annex II
301 University Boulevard
Galveston, Texas 77555-0107

3.5 Term. Regardless of the date of execution, this Agreement shall be in effect from September 1, 2008 through August 31, 2009, unless terminated earlier as provided herein. The Agreement supercedes any prior agreement between the parties. A subsequent one (1) year term may be effected upon the mutual written consent of the parties. A party may terminate this Agreement for any reason by giving the other party ninety (90) days written notice of such intent to terminate. The parties understand and agree that this Agreement is contingent upon the existence of an agreement between UTMB and the County of Galveston allowing UTMB to use the County's autopsy facilities located in Texas City, or the availability of another suitable forensic facility acceptable to both the County and UTMB.

3.6 Assignment. Neither party may assign any of the rights or duties created by this contract without the prior written approval of the other party.

3.7 Venue. This contract is governed by the laws of the State of Texas.

3.8 Severability. Any invalidity of any part of this contract will not cause the remaining parts hereof to be invalid.

3.9 Waiver. No waiver of any default by COUNTY in the performance of UTMB will constitute a waiver of any subsequent default.

3.10 Independent Contractor. UTMB recognizes that it is engaged as an independent contractor and acknowledges that COUNTY will have no responsibility to provide benefits normally associated with employee status. UTMB, in accordance with its status as an independent contractor, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the COUNTY, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits.

3.11 Entire Agreement. This contract constitutes the entire Agreement between the parties and no oral representation between the parties made prior to or after the execution of this contract will be given any force and effect unless reduced to writing herein.

3.12 HIPAA Compliance. COUNTY agrees to keep private and to secure any information provided by UTMB that is considered either Individually Identifiable Health Information

(IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy Regulations) and 45 CFR Part 142 (HIPAA Security Regulations) should the HIPAA Security Regulations become final and effective. COUNTY agrees to only use and disclose PHI as required to perform the services outlined in this Agreement, which may include the proper management and administration of the Agreement and COUNTY may provide data aggregation services to the health care operations of UTMB. COUNTY will not use or further disclose PHI other than as permitted under this Agreement and COUNTY will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by the Agreement. COUNTY agrees to promptly notify UTMB of any use or disclosure of PHI not provided for in this Agreement. COUNTY agrees to notify UTMB of its corrective actions to cure any breaches as soon as possible. COUNTY understands that UTMB may terminate this Agreement immediately if COUNTY'S actions are not successful in remedying the breach and UTMB may report the problem to the Secretary of Health and Human Services. COUNTY shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement. COUNTY agrees to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. COUNTY agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by UTMB available to the Secretary of Health and Human Services or UTMB for purposes of determining the COUNTY'S compliance with the HIPAA Privacy Regulations. After COUNTY has completed working with or using PHI provided by UTMB, COUNTY agrees to return or destroy all PHI if feasible and if not feasible COUNTY agrees to continue to protect the PHI from wrongful uses and disclosures. If COUNTY decides to destroy PHI provided by UTMB under this Agreement, COUNTY will keep a record of the proper destruction or provide UTMB with notice and certification of proper destruction of PHI.

3.13 Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UTMB and COUNTY to attempt to resolve any claim for breach of contract made by COUNTY that cannot be resolved in the ordinary course of business. The Vice President for Business and Administration officer of UTMB shall examine COUNTY'S claim and any counterclaim and negotiate with COUNTY in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by COUNTY; (ii) neither the issuance of this Agreement by UTMB nor any other conduct, action or inaction of any representative of UTMB relating to this Agreement constitutes or is intended to constitute a waiver of UTMB's or the state's sovereign immunity to suit; and (iii) UTMB has not waived its right to seek redress in the courts.

RECORDED ON 4-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

3.14 Notwithstanding the foregoing, neither party waives any rights of sovereign immunity to which it may be entitled pursuant to statute or at common law.

FORT BEND COUNTY

Robert E. Hebert
County Judge

8-6-08
Date:

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

for
Lawrence E. Revill
Vice President of Finance

7/9/08
Date:

Garland D. Anderson
Executive Vice President and Provost
Dean, School of Medicine
Thomas N. & Gleaves T. James
Distinguished Chair

7/7/08
Date:

CCJ
Content Reviewed

ATTEST:

Dianne Wilson, County Clerk

Auditor's Certificate

I hereby certify that funds are available to pay the obligation of Fort Bend County.

Ed Sturdivant, County Auditor

s:\word\mjensen\ccj\ft bend county medical examiner FY09

20A

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 25 2008	**Submitted By: Kent M. Edwards, PHR**
	Department: 007, Human Resources
Court Agenda Date: August ~~5~~ 6, 2008	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Commissioners Court to approve 4 days of Extended Sick Leave for an employee of the Sheriff's Office position # 5601-0467 .

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO x
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO x

List Supporting Documents Attached: Memo to Commissioners Court.

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO x

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO x

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office x (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x	Auditor	(281-341-3774)	x	Comm. Pct. 1	(281-342-0587)
x	Budget Officer	(281-344-3954)	x	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	x	County Clerk	(281-341-8697)
x	Other: _ Constable Prct. 3_____		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve per recommendation of Human Resources

Special Handling Requested (specify):

20B

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 30, 2008	**Submitted By: Kent M. Edwards, PHR**
	Department: 007, Human Resources
Court Agenda Date: August ~~5~~ 6, 2008	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Commissioners Court to approve 20 days of Extended Sick Leave for an employee of the Sheriff's Office position # 5601-0426 .

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO x
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO x

List Supporting Documents Attached: Memo to Commissioners Court.

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO x

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO x

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office x (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x	Auditor	(281-341-3774)	x	Comm. Pct. 1	(281-342-0587)
x	Budget Officer	(281-344-3954)	x	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	x	County Clerk	(281-341-8697)
x	Other: _ Constable Prct. 3_____		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve per recommendation of Human Resources

Special Handling Requested (specify):

20C

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 31, 2008	**Submitted By: Kent M. Edwards, PHR**
	Department: 007, Human Resources
Court Agenda Date: August ~~5~~ 6, 2008	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Commissioners Court to approve 8 days of Extended Sick Leave for an employee of Road and Bridge position # 6111-0065 .

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO x
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO x

List Supporting Documents Attached: Memo to Commissioners Court.

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO x

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO x

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office x (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x	Auditor	(281-341-3774)	x	Comm. Pct. 1	(281-342-0587)
x	Budget Officer	(281-344-3954)	x	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	x	County Clerk	(281-341-8697)
x	Other: _ Constable Prct. 3_____		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve per recommendation of Human Resources

Special Handling Requested (specify):

AGENDA ITEM

21

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 15,2008

Court Agenda Date: ~~29 July~~ Aug. 6 2008

Submitted By: M.Davis
Department: Parks
Phone Number: 281 642 3716

SUMMARY OF ITEM: Approve and sign the amendment for project 48-001057 Fort Bent County Regional Park and Trail, to be extended to the following year July 15 2009.

RENEWAL AGREEMENT/APPOINTMENT: YES x NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES x NO
List Supporting Documents Attached: Yes

FINANCIAL SUMMARY:

BUDGETED ITEM: YES x NO ☐

FUNDNG SOURCE: Accounting Unit: 100687888 Account Number:35000

Activity P687-05PARKS

REQUIRES AUDITOR TO CERTIFY FUNDS: YES x NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x	Auditor	(281-341-3774)	x	Comm. Pct. 1	(281-342-0587)
x	Budget Officer	(281-344-3954)	x	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
x	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve to extend the project #48-001057 for a period of one year

Special Handling Requested (specify):

8-11-08 orig. ret. to Mike Davis at Parks

TEXAS PARKS & WILDLIFE

Life's better outside.™

Commissioners

Peter M. Holt
Chairman
San Antonio

T. Dan Friedkin
Vice-Chairman
Houston

Mark E. Bivins
Amarillo

J. Robert Brown
El Paso

Ralph H. Duggins
Fort Worth

Antonio Falcon, M.D.
Rio Grande City

Karen J. Hixon
San Antonio

Margaret Martin
Boerne

John D. Parker
Lufkin

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

June 30, 2008

Mr. Michel Davis
Parks and Recreation Director
9555 A Hwy 6
Missouri City TX 77459

Re: Fort Bend County Regional Park and Trail
Project Number 48-001057

Dear Mr. Davis:

Enclosed are two copies of amendment number **one** to the referenced project. This amendment extends the project expiration date to July 15, 2009 per your request of May 13, 2008, resent June 30, 2008.

Please have the County Judge sign both copies of the amendment and return one copy for our files.

Sincerely,

Tim Hogsett, CPRP
Director
Recreation Grants Branch

TH:RE

Enclosures

4200 SMITH SCHOOL ROAD
AUSTIN, TEXAS 78744-3291
512.389.4800
www.tpwd.state.tx.us

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations.

TEXAS PARKS AND WILDLIFE DEPARTMENT

LAND AND WATER CONSERVATION FUND AGREEMENT

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

AMENDMENT TO PROJECT AGREEMENT

Project Amendment Number: 48-001057.1

Project Name: FORT BEND COUNTY REGIONAL PARK AND TRAIL

* * *

THIS AMENDMENT to Project Agreement Number 48-001057 is hereby made and agreed upon by the State of Texas, acting through the Texas Parks and Wildlife Department and by the undersigned subdivision pursuant to the Texas Recreation and Parks Account Program.

The political subdivision (sponsor) and the State of Texas, in mutual consideration of the promises made herein and in the fund agreement of which this is an amendment, do promise as follows:

To **EXTEND** the project expiration date to July 15, 2009.

In all other respects the fund agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment as of the date entered below.

* * *

TEXAS PARKS AND WILDLIFE DEPARTMENT

by _____

Tim Hogsett, Director, Recreation Grants Branch
Name and Title

6-30-08
TPWD Approval Date

FORT BEND COUNTY
Political Subdivision (Sponsor)

by _____

The Honorable Robert E. Hebert, County Judge
Name and Title

8-6-08
Date

(Rev. 04/00)

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

AS PER ORIGINAL

DATE SUBMITTED: 07/30/2008
COURT AGENDA DATE: 08/05/2008
SUBMITTED BY: Karen Beuer
DEPARTMENT: Sheriff
PHONE NO.: 832-477-2699
AGENDA # 23A

SUMMARY OF ITEM: Acceptance of Grant Funds from the Comptroller's Office for Forensic enforcement in the amount of $7000.00

AGENDA ITEM

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

LIST SUPPORTING DOCUMENTS ATTACHED: Grant Letter & Acceptance Agreement

FINANCIAL SUMMARY:

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

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

8-11-08 copy received

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US

July 11, 2008

Sergeant Robert Becker
Fort Bend County Sheriff's Office
1410 Ranson Road
Richmond, Texas 77469-3669

Dear Sergeant Becker:

Congratulations! Your department has been awarded a Tobacco Compliance grant in the amount of $13,000 under the provisions of the Texas Health & Safety Code Ann. Sec. 161.088(b) for fiscal 2009, beginning Sept. 1, 2008.

Enclosed you will find the "Grant Acceptance Agreement and Compliance Standards" form, along with the Scope of Work. Please review these documents thoroughly. To accept your grant award, please have an authorized official of your law enforcement agency sign and return the Acceptance Agreement. **Your grant funds will be mailed upon receipt of the agreement.** If you choose ***not*** to accept this grant, please write "declined" on the agreement. Please mail the agreement to the following address by Aug. 11, 2008 and keep a copy for your files:

Texas Comptroller of Public Accounts
Attention: Carol Lauder
P.O. Box 13528
Austin, Texas 78711-3528

Each grantee must begin implementation of the grant provisions, as outlined in the Acceptance Agreement and the Scope of Work, within 30 days of attending a technical assistance workshop. Attendance at a grant workshop is mandatory. Any exception to these requirements will require review and written approval by the Comptroller or the Comptroller's designee.

The technical assistance workshops will be presented by the Comptroller's office and Texas Statewide Tobacco Education and Prevention (Texas STEP) program. The workshop encompasses tobacco enforcement and compliance education requirements. It will also cover activity and financial reporting, expenditure requirements, as well as the latest information concerning the issue of tobacco and minors in Texas. Expenses related to attending this workshop are covered by this grant using the "Education" budget category. Texas STEP will mail the workshop information to grantees so you can make the appropriate arrangements to attend.

If you have any questions regarding this letter, please contact Texas STEP at (888) 783-7123.

Sincerely,

Susan Combs

Susan Combs

Enclosures

cc: Carol Lauder
Texas STEP

Texas Comptroller's 2009 Tobacco Compliance Grant
Scope of Work
Local Law Enforcement Grantee Requirements

Contract funds shall be used to support the enforcement, compliance education, and reporting of activities related to the grants as follows: Sixty percent (60%) of the effort of all grant activities shall be focused on Retailer Controlled Buys ("stings"), twenty percent (20%) shall be focused on Retailer Compliance Inspections, fifteen percent (15%) shall be focused on Retailer and Judicial Education, five percent (5%) is available to cover reporting costs. Grantee shall follow program requirements outlined in Sections A, B and C.

A. Grant Activities – Controlled Buys (60%), Compliance Inspections (20%), Retailer and Judicial Education (15%), Reporting of Activities (5%.)

- Grantee shall conduct tobacco education for retailers for the purpose of reducing youth access to tobacco products, and to ensure compliance with the Health and Safety Code, Chapter 161 – Subchapters H, K, and N.

- Grantee shall conduct tobacco education for each local court in the city and/or county to which Grantee submits citations for tobacco law violations and which may assist in obtaining information concerning the final disposition of citations written in accordance with Health and Safety Code Chapter 161 – Subchapters H, K, and N.

- Grantee shall conduct on-site compliance inspections of tobacco retailers, not using minors as decoys, which may result in the issuance of citations for violations in accordance with the Health and Safety Code, Chapter 161 – Subchapters H and K.

- Grantee shall conduct on-site controlled buys/stings of tobacco retailers using minors as decoys, to determine compliance with applicable laws in accordance with Health and Safety Code, Chapter 161 – Subchapter H.

- Grantee shall conduct follow-up inspections of tobacco retailers found to be in violation of state laws concerning tobacco in Grantee's jurisdiction.

- Grantee shall conduct follow-up activities on complaints sent to Grantee concerning tobacco law violations within Grantee's jurisdiction.

- Grantee shall submit reports to Comptroller contractor for the Texas Statewide Tobacco Education and Prevention (Texas STEP) initiative (as noted in "C" below.)

B. Additional Program Requirements

- Grantee shall designate staff to attend the Technical Assistance Training provided by the Comptroller's contractor for Texas STEP, concerning the recommended protocols for performing compliance education and enforcement activities, appropriate use of grant funds, and reporting requirements. This training relates to controlled buys, compliance inspections, compliance education, financial reporting and other duties as prescribed by Senate Bill 55, 75th Legislature. Grantee shall comply with all applicable state and federal laws, regulations, and guidelines.

- Grantee shall ensure attendance at training events by local law enforcement officer(s) responsible for conducting the tobacco compliance education and enforcement activities who can return to the department and train other officers and staff on the grant requirements and procedures covered in the training.

-over-

- Grantee shall ensure attendance at training events by the person(s) designated to file reports concerning finances, compliance education activities, inspection activities and controlled buy activities (if different from the officer attending), if at all possible.

- No more than three Grantee department representatives are permitted to simultaneously attend grant training without prior permission from the Comptroller's office. Attendance at the grant training workshop is an eligible grant expenditures in the compliance education budget category.

- Grantee shall conduct training for each judicial/court in the city and/or the county.

- Grantee shall make a good faith effort to follow the protocols recommended for enforcing tobacco laws.

- Grantee shall comply with all requirements imposed by Comptroller concerning special requirements of law, program requirements, and other administrative requirements.

C. Reporting Requirements

- Monthly Reporting – Grantee shall submit the following reports monthly, using the appropriate reporting forms provided by Texas STEP.

  - All monthly "Minor in Possession of Tobacco Summary" reports shall be submitted to Texas STEP by the 10th of the month immediately following the month in which the activities occurred. The reports should be mailed to Texas STEP, P.O. Box 1328, San Marcos, Texas 78667, or faxed to (512) 245-8066.

  - The "Compliance Inspection and Controlled Buy/STING" reports shall be submitted to Texas STEP by the 10th of the month immediately following the month in which the activities occurred. The reports should be mailed to Texas STEP, P.O. Box 1328, San Marcos, Texas 78667, or faxed to (512) 245-8066.

- Quarterly Reporting – Grantee shall submit the following reports quarterly, using the appropriate reporting forms provided by Texas STEP.

  - The Compliance Education Quarterly Summary Report, by the 15th of the month immediately following the quarter in which the activities occurred. These shall be mailed to Texas STEP, P.O. Box 1328, San Marcos, Texas 78667, or faxed to 512-245-8066.

  - The Financial Status Report, by the 15th of the month immediately following the quarter in which the activities occurred. These shall be mailed to Texas STEP, P.O. Box 1328, San Marcos, Texas 78667, or faxed to 512-245-8066.

- Recordkeeping – Grantee shall maintain specific and accurate financial records including receipts for all expenditures, copies of all enforcement reports including all citations issued, as well as any other detailed documentation of all enforcement, education, and grant communication activities, such as certified mail receipts or fax confirmation sheets, which are reported for and funded by this grant. If requested by the Comptroller's office, Grantee shall provide copies of said records.

TEXAS COMPTROLLER'S 2009 TOBACCO GRANT ACCEPTANCE AGREEMENT AND COMPLIANCE STANDARDS

By this Agreement, Fort Bend County Sheriff's Office (hereinafter "Grantee") hereby agrees and certifies that Grantee shall comply with all requirements in the *2009 Scope of Work* provided to Grantee contemporaneously with this Agreement and all applicable provisions of the Uniform Grant and Contract Management Standards (UGCMS) promulgated by the Office of the Governor pursuant to the Uniform Grant and Contract Management Act, Chapter 783, Government Code. A copy of the UGCMS may be obtained from the Office of the Governor, at: http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc.

Grantee acknowledges that appropriate approvals have been obtained from its governing body (city council or county commissioners' court) to accept and utilize all grant funds as specified in this Agreement.

Grantee shall use or expend grant funds exclusively for the following tobacco compliance and enforcement activities, unless directed otherwise by the Office of the Comptroller of Public Accounts.

- Grantee shall provide compliance education to each local court involved in adjudicating grant agency's tobacco-related citations.
- Grantee shall provide on-going and consistent compliance education to tobacco retailers and local court personnel concerning the tobacco laws.
- Grantee shall provide an ongoing and consistent enforcement initiative that utilizes on-site compliance inspections of cigarette or tobacco retail outlets by law enforcement and other officers and fully acknowledges that the foregoing may result in the issuance of citations.
- Grantee shall provide an on-going and consistent enforcement initiative that utilizes on-site controlled buys at cigarette or tobacco permitted retail outlets by officers, using minors as decoys (i.e., "stings"), that may result in the issuance of citations.
- Grantee shall allocate grant fund expenditures for enforcement and compliance activities as recommended by the Comptroller's office.
- Grantee shall provide monthly enforcement activity reports and quarterly compliance education and financial status reports to the Comptroller's contractor for the Texas Statewide Tobacco Education and Prevention (Texas STEP) initiative.

Approval of grant funding, based on the application submitted by the prospective Grantee or agency, does not constitute approval of any or all plans or requests as listed in the submitted application. Appropriate use of grant funds and proper protocols for education and enforcement activities will be covered in the grant training.

Comptroller reserves the right, under this Agreement, to amend the terms of the Agreement at any time and to impose additional requirements on Grantee.

Grantee understands and acknowledges that failure to comply with the terms of this Agreement, including grant usage restrictions, or with any applicable state or federal law or regulation, shall result in the forfeiture of grant funds. Upon forfeiture, Grantee shall also be responsible for the return of the full amount of the original grant to the Comptroller.

This grant award is in the amount of $13,000 and covers the period from Sept. 1, 2008 through Aug. 31, 2009. Grantee shall return all unexpended grant funds within 45 days of the close of this grant period.

Robert Hebert, County Judge	Fort Bend County
Name and Title of Official authorized to accept grant funds on behalf of County or Municipality *(Please print)*	Department or Agency Name
Signature of Authorized Official	8/6/08
	Date
	FEI Number (**required**)

AGENDA ITEM

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

AS PER ORIGINAL

DATE SUBMITTED: 07/30/2008

COURT AGENDA DATE: 08/05/2008

SUBMITTED BY: Robert Becker
DEPARTMENT: Sheriff
PHONE NO.: 832-473-2699

AGENDA # 23B

SUMMARY OF ITEM: Mazda Lease Car Agreement for Sheriff's Office Kids + Cops Program

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

LIST SUPPORTING DOCUMENTS ATTACHED: Copy of Proposal + Addendum Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: Yes ( ) No ( ) N/A ( )

ANNUALIZED DOLLARS: One Time ( )

COMMENTS:

Funding Source:
Fund Agency Object

Recurring ( )
N/A ( )

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

8-12-08 orig. ret. to Renee at Sheriff

AS PER ORIGINAL

Mazda North American Operations

VIA EXPRESS MAIL

RE: Contract Execution

Enclosed please find original copies of a contract that has been returned to you for signature. Please have your authorized representative sign all copies in the appropriate areas.

Once the documents have been reviewed and signed, please return ***one original*** document via express mail to the following address:

Mazda North American Operations
Attn: Purchasing Dept. – Contract Admin.
7755 Irvine Center Drive
Irvine, CA 92618

Please reference contract # F- 3731 on your package.

MNAO requires invoices for all payments. Please send invoices with PO # referenced to Accounts Payable for processing.

If you have any questions, please call 949-727-6150.

Thy Vo
Contract Administrator

ADDENDUM TO VEHICLE BORROWER APPLICATION AND AGREEMENT

This Addendum to the Vehicle Borrower Application and Agreement ("Agreement") is made and entered into on this day, by and between Fort Bend County (hereinafter referred to as "COUNTY") and MAZDA MOTOR OF AMERICA, INC., d/b/a/ MAZDA NORTH AMERICAN OPERATIONS, (hereinafter referred to as "SPONSOR".)

IN CONSIDERATION of the mutual promises contained in this Agreement, the parties mutually agree as follows:

1.01 SPONSOR is and shall remain the owner of the vehicle(s) subject to this Agreement. The Fort Bend County Sheriff's Office (hereinafter referred to as "SHERIFF") shall be and act as bailor for mutual benefit, and shall care and protect the vehicle(s) subject to this Agreement as property in bailment and according to the terms of this Agreement.

1.02 The term of this Agreement shall be for one year beginning on the date the last party signs the Agreement. The Agreement shall not automatically renew. Either party may terminate this Agreement upon thirty (30) days prior written notice. Upon termination of this Agreement, SHERIFF shall be responsible for immediately returning the vehicle(s) to SPONSOR in the same condition as when originally loaned to SHERIFF by SPONSOR, excepting normal wear and tear.

1.03 SHERIFF agrees that the vehicle(s) will be used solely for the Kids N' Cops Program ("the Program"). Use of the vehicle(s) shall be pursuant to the SHERIFF'S Vehicle Policy. The SHERIFF representatives are subject to the same disciplinary actions as set forth in its Vehicle Policy for violating the vehicle's limited use, as set forth in this Agreement or in the Vehicle Policy. Notwithstanding any provision to the contrary, the vehicle may be driven from the Program's function to the SHERIFF'S representative's residence and back to a Program function or SHERIFF'S premises, but in no event shall the vehicle be used on any personal errand.

1.04 SPONSOR will furnish and be responsible for the required inspection certificate for the vehicle under this Agreement and the legal title shall be and remain in SPONSOR's name. The vehicle shall at all times remain the property of and/or under the registered ownership of SPONSOR. SHERIFF acknowledges and agrees that it shall not acquire any right, title, or interest to the vehicle(s) hereunder, other than that of bailor and user.

1.05 All taxes and license charges, if any, levied on, or assessed against the vehicle(s) shall be borne by SPONSOR, including taxes and license charges levied or assessed by any tax or licensing authority on account of ownership or operation of the vehicle(s) during the term of this Agreement.

1.06 SPONSOR shall provide all routine repair and maintenance on the vehicle(s). SPONSOR shall not be responsible for repairs based upon the acts, omissions and/or abuse of the vehicle(s) during the loan and use by SHERIFF. Notwithstanding the preceding, prior to any repair or maintenance work to be performed by SPONSOR, SHERIFF shall notify SPONSOR of any repair and/or maintenance work required by the manufacturer's warranty, by the manufacturer's recommended service schedules, or by SHERIFF'S use or observation of the vehicle(s).

1.07 SHERIFF shall bear all normal operating expenses related to the vehicle(s), including, but not limited to, fuel and insurance premiums as set forth below. SHERIFF shall also be responsible for all fines, levies and charges occurring as a result of vehicle(s) usage, including but not limited to, fines for citations (moving and non-moving) and toll fares. SHERIFF shall exercise its best efforts to maintain the vehicle(s) in its best operating condition, including routine visual and operational inspection and strict observance of the vehicle's manufacturer's required and recommended service schedules. SHERIFF also agrees to use its best efforts to keep the vehicle(s) clean.

1.08 COUNTY shall procure and maintain the following insurance with at least the following limits:

1) Workers' Compensation, as and to the extent required by law, for all drivers and passengers of the vehicle(s) who are employees of SHERIFF;

2) Automobile - in an amount of at least $1,000,000.00 per occurrence/aggregate for bodily injury and property damage. The policy shall name SPONSOR, its affiliated companies, and their respective shareholders, officers, representatives, agents and employees as named insureds.

1.09 In addition, COUNTY shall waive, and shall cause its insurers to waive, all rights of subrogation.

1.10 **To the extent allowed by law, COUNTY shall RELEASE and HOLD HARMLESS SPONSOR, its parent and affiliated companies, its automobile dealers, and their respective shareholders, officers, representatives, agents and employees from and against any and all alleged and actual claims, causes, actions, liabilities, damages, suits, fines, penalties, and costs and expenses (including attorneys' and professionals' fees and court costs) arising from or caused by, in whole or in part, the acts and omissions, including but not limited to acts of negligence or intentional misconduct, of SHERIFF and/or its peace officers, directors, representatives, agents, employees, contractors and invitees, and *shall include the contributory and/or concurrent acts or omissions of* SPONSOR, *its parent and affiliated companies, and their respective shareholders, officers, representatives, agents and employees, but shall not include the sole acts or omissions of such parties nor to the extent of any proven product liability.***

1.11 **It is agreed by SPONSOR and COUNTY that any action, real or assertive, at law or in equity, which arises out of or pertains to this Agreement, or arises out of any use of the operation of the vehicle(s) shall be governed by the laws of the State of Texas, without regard to any conflict or choice of laws provision or statute. Parties further consent that exclusive venue for actions arising out of this Agreement lies in Fort Bend County, Texas.**

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

COUNTY:	Fort Bend County Judge Robert E. Hebert 301 Jackson, Suite 719 Richmond, Texas 77469
DEPARTMENT:	Fort Bend County Sheriff's Office Attention: Milton Wright, Sheriff 1410 Ransom Richmond, Texas 77469
SPONSOR:	Mazda Motor of America, Inc. 7755 Irvine Center Drive Irvine, CA 92618-2922 Attn: General Counsel

1.13 This Agreement constitutes the entire agreement by the parties hereto, and any prior or contemporaneously oral or written agreement shall be void and of no effect. All modifications or amendments to this Agreement shall be evidenced in writing, and any purported oral modifications of this Agreement shall be void. If there is a conflict between this Addendum and the Agreement, the provisions of the Addendum shall prevail.

1.14 In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be valid, binding and effective, as if that invalid, illegal or unenforceable provision had never been contained in this Agreement.

1.15 It is specifically agreed by the parties that the mutual consideration involved herein includes the promotion of the Program.

1.16 COUNTY represents and warrants that it has complied with all legal, regulatory, departmental and administrative policies and requirements in entering into and executing this Agreement, and that the person executing below on behalf of COUNTY is duly and properly authorized to execute this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date below.

ACCEPTED AND AGREED TO:

FORT BEND COUNTY
STATE OF TEXAS

By: _____
Robert E. Hebert, County Judge

Date: 8-6-08

ATTEST:

_____
Dianne Wilson, County Clerk

MAZDA MOTOR OF AMERICA, INC.,
d/b/a/ MAZDA NORTH AMERICAN OPERATIONS

By: _____
(Signature)

JAMES LEWIS
(Printed Name)

VICE PRESIDENT, FINANCE ADMINISTRATION & TREASURY
(Title)

7/28/08
(Date)

FORT BEND COUNTY SHERIFF

By: _____
Milton T. Wright, Sheriff

PJS:lj:kidsncops vehicle.Mazda addendum.doc:3357-061908

AS PER ORIGINAL

FORT BEND COUNTY KIDS & COPS, INC.

In Partnership
With

MAZDA NORTH AMERICAN OPERATIONS

"Rethink What's Possible..."

PROPOSAL

AS PER ORIGINAL

Mazda North American Operations
c/o Dequita Brisco
13135 Dairy Ashford suite #400
SugarLand, TX. 77478

Dear Mrs. Brisco,

Fort Bend County Kids & Cops, Inc. is a non-profit organization comprised of deputies from the Fort Bend County Sheriff's Office. Our goal is to reach every school age child in Fort Bend County with a positive message about growing up, life, and the real world.

The purpose of Fort Bend County Kids & Cops, Inc. is to bring together citizens and law enforcement personnel to assist the youth in our county by providing an environment which promotes leadership, team building, motivation, and problem solving techniques.

KIDS & COPS PROGRAMS

Kids & Cops offers many programs to help children learn gang prevention, drug prevention, crime prevention, and safety topics.
The following are some of the programs offered to Fort Bend County youth through Kids & Cops, Inc:

Anti-Drug Education- As an avenue in helping the youth of Fort Bend County reaching their goals, Kids & Cops, Inc. has programs to address every educational level. On the Elementary school level, students master concepts including Peer Pressure, learning Resistance Techniques, Consequences, Making Good Decisions, Dealing with Stress, Resisting Gangs, Alternatives to Drug Use, Bullying, and Making a Commitment. The Middle School program addresses issues including Juvenile Law and the Consequences of

committing crimes. The High School program continues reinforcement with lessons that include The Dangers of Drinking & Driving and Alcohol laws.

Summer Camps- During the summer months, Fort Bend County Kids & Cops, Inc. will provide several weekly summer camps for children ages 10-12 years of age. The purpose of each camp is to promote leadership skills, boost self-esteem and to advocate teamwork. We will provide an atmosphere that will be positive and highly motivating.

Other programs offered:

- Child Fingerprinting
- Child Safety and Awareness ("Stranger Danger" and Gun Safety)
- Bicycle Safety
- Youth Crime Prevention (McGruff the Crime Dog)
- RadKids (Resisting Aggression Defensively) for Kids
- Robo-Deputy Appearances and Presentations

MISSION ASSISTANCE

Fort Bend County Kids & Cops, Inc. is excited about the potential partnership with Mazda North American Operations that will help in reaching every school age child in Fort Bend County by producing a positive interaction between law enforcement and our citizens of Fort Bend County. Our request is for eight (8) loaner vehicles to be used by the Kids & Cops deputies during their daily duties.

The "Loan and Use Agreement" is hopefully to be made by and between Fort Bend County (hereinafter referred to as "COUNTY") and Mazda North American Operations, with offices located at 13135 Dairy Ashford, Sugar Land, TX. 77478 (hereinafter referred to as "SPONSOR").
In Consideration of the possible mutual promises contained in this Agreement, the hope to mutually agree as follows:

SPONSOR agrees to provide eight (8) Mazda vehicles (hereinafter referred to as "VEHICLES"), from SPONSOR's current stock, to the Fort Bend County Sheriff's Office, which will be used by the Youth Programs deputies' day to day operations in and around Fort Bend County, Texas (hereinafter referred to as "DEPARTMENT"). SPONSOR is and shall remain the owner of VEHICLES. DEPARTMENT agrees to provide SPONSOR valuable consideration as herein set out in return for the loan and use of VEHICLES. DEPARTMENT shall be and act as bailor for mutual benefit, and shall care and protect VEHICLES as property in bailment and according to the terms of this agreement.

The term of this agreement will be from the first date given until vehicle is replaced. Either party may terminate this Agreement upon thirty (30) days prior written notice. Upon termination of this Agreement, DEPARTMENT shall be responsible for immediately returning VEHICLES to SPONSOR in the same condition as when originally loaned to DEPARTMENT by SPONSOR, excepting normal wear and tear.

DEPARTMENT agrees that the VEHICLES will be used solely for the Kids & Cops Youth Program ("the PROGRAM"). Use of the VEHICLES shall be pursuant to the DEPARTMENT's Vehicle Policy. The DEPARTMENT's representatives are subject at least the same disciplinary actions as set forth in its Vehicle Policy for violating the VEHICLES' limited use, as set forth in this Agreement or in the Vehicle Policy. Notwithstanding any provisions to the contrary, VEHICLES may be driven from the Program's function to the DEPARTMENT representative's residence and back to a Program function or DEPARTMENT's premises, but in no event shall the VEHICLES be used on any personal errand.

VEHICLES will bear the PROGRAM's logo and /or slogan and the phrase **"Courtesy of Mazda North American Operations and the Houston Area Mazda Dealers"**, or a like phrase in tasteful graphics, as agreed upon by SPONSOR.

SPONSOR will hopefully furnish and be responsible for the required inspection certificate for the VEHICLES under this Agreement and the legal title shall be and remain in SPONSOR's name. VEHICLES shall at all times remain the property of and/ or under the registered ownership of the SPONSOR. DEPARTMENT acknowledges and agrees that it shall not acquire any right title, or interest to the VEHICLES hereunder, other than that of bailor and user.

All taxes and license charges, if any, levied on, or assessed against the VEHICLES shall be borne by SPONSOR, including taxes and license charges levied or assessed by any tax or licensing authority on account of ownership or operation of the VEHICLES during the term of this Agreement.

SPONSOR shall provide all routine repair and maintenance on the VEHICLES.

SPONSOR shall not be responsible for repairs based upon the acts, omissions and/or abuse of the VEHICLES during the loan and use by DEPARTMENT. Notwithstanding the preceding, prior to any repair or maintenance work to be performed by SPONSOR, DEPARTMENT shall notify SPONSOR of any repair and/or maintenance work required by the manufacturer's warranty, by the manufacture's recommended service schedules, or by DEPARTMENT's use or observation of the VEHICLES.

DEPARTMENT shall bear all normal operating expenses related to the VEHICLES, including, but not limited to, fuel and insurance premiums as set forth below. DEPARTMENT shall also be responsible for all fines, levies and charges occurring as a result of VEHICLES' usage, including but not limited to fines for citations (moving and no-moving) and toll fares. DEPARTMENT shall exercise its best efforts to maintain the VEHICLES in its best operating condition, including routine visual and operational inspection and strict observance of the VEHICLES' manufacture's required and recommended service schedules. DEPARTMENT also agrees to use its best efforts to keep the VEHICLES clean.

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

COUNTY shall procure and maintain the following insurance with at least the following limits:

1. Worker's Compensation, as to the extent required by law, for all drivers and passengers of the VEHICLES who are employees of DEPARTMENT;
2. Automobile-in an amount of at least $1,000,000.00 per occurrence/aggregate for bodily injury and property damage. The policy shall name the SPONSOR, its affiliated companies, and their respective shareholders, officers, representatives, agents and employees as named insurers.

In addition, COUNTY shall waive and shall cause its insures to waive, all rights of subrogation.

To the extent allowed by law, COUNTY shall RELEASE and HOLD HARMLESS SPONSOR, its parent and affiliated companies, its automobile dealers, and their respective shareholders, officers, representatives, agents and employees from and against any and all alleged and actual claims, causes, actions, liabilities, damages, suits, fines, penalties, and costs and expenses (including attorneys' and professionals' fees and court cost) arising from or caused by, in whole or in part, the4 acts and omissions, including but not limited to acts of negligence or intentional misconduct, of DEPARTMENT and/or its peace officers, directors, representatives, agents, employees, contractors and invitees, and shall include the contributory and/or concurrent acts of omissions of SPONSOR, its parent and affiliated companies, and their respective shareholders, officers, representatives, agents and employees, but shall not include the sole acts or omissions of such parties nor to the extent of any proven product liability.

We are very proud of our Youth Programs Unit and what we have accomplished over the years. Our program is extremely successful and we believe that with the assistance of the Mazda North American Operations, the Kids & Cops Program will be able to **"Zoom, Zoom, Zoom"** to new heights.
If you need to contact me for further information, you may write back to this address: 1410 Ransom Rd., Richmond, TX. 77469 or contact me at 281-238-1526.

Thanks again in advance for your consideration and cooperation in helping to make a positive impact on the youth of Fort Bend County.

Sincerely,

Deputy Frank J. Davis, Jr.
Fort Bend County Sheriff's Office / Youth Programs

FORT BEND COUNTY FY2008
COMMISSIONERS COURT AGENDA REQUEST FORM
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: July 23, 2008
DATE: August 5, 2008

SUBMITTED BY: Patsy Schultz, RTA
DEPARTMENT: Tax Assessor /Collector
PHONE NO.: 281-341-3735

AGENDA ITEM 24A

SUMMARY OF ITEM: Consent for Inter-local Agreement for Lamar C.I.S.D.:

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND:_____AGENCY:_____ORGANIZATION:_____OBJECT:_____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: Yes (X)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to 281-341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below.

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes (x) Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes ( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:
Take all appropriate action on Inter-Local Cooperation Agreement for the Collection of Taxes between Fort Bend County and Lamar C.I.S.D.

8-12-08 orig. ret. to Patsy Schultz at Tax Office

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL COOPERATION AGREEMENT FOR THE COLLECTION OF TAXES

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), acting through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and LAMAR CISD (hereinafter referred to as "LAMAR CISD"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, LAMAR CISD has the authority to authorize County to act as tax assessor/collector for LAMAR CISD, and County has the authority to so act; and,

WHEREAS, the Fort Bend County Tax Assessor/Collector has approved this Agreement; and,

WHEREAS, LAMAR CISD and County believe it is in the best interests of the citizens of Fort Bend County to enter into this Agreement; and,

NOW THEREFORE, County and LAMAR CISD for the mutual consideration hereinafter stated, agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for LAMAR CISD for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed LAMAR CISD in Fort Bend County.

ARTICLE II
TERM

2.01 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on August 31, 2009.

2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.

2.03 LAMAR CISD may terminate this agreement at any time by providing ninety (90) days advanced written notice to County.

2.04 County may terminate this agreement by providing written notice to LAMAR CISD no later than six (6) months in advance of the expiration of the initial term of this Agreement or any renewal term.

2.05 In the event of termination of this Agreement by LAMAR CISD, LAMAR CISD shall assume all contractual obligations entered into with County for services rendered to LAMAR CISD for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.

2.06 In the event of termination of this Agreement by either party, all collection records, current and delinquent tax rolls, including those records stored in electronic data processing equipment, that pertain to and within the jurisdiction of LAMAR CISD, shall become the property of LAMAR CISD and will be relinquished by the County to LAMAR CISD.

ARTICLE III
OBLIGATION OF COUNTY

3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for LAMAR CISD for tax accounts within the jurisdiction of LAMAR CISD.

3.02 LAMAR CISD hereby designates the County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax code, as amended.

3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of LAMAR CISD with regard to assessing and collection of ad valorem taxes.

3.04 LAMAR CISD shall adopt a tax rate by October 1 of each year. In the event the tax rate is adopted subsequent to October 1 of any year, LAMAR CISD shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.

3.05 LAMAR CISD hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for LAMAR CISD, including but not limited to:

A. Calculation of taxes, preparation of current and delinquent tax rolls, pro-ration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, and calculation of the effective and rollback tax rates as required by Section 26.04 of the Property Tax Code.

B. County shall assess and collect the ad valorem property taxes owing to the LAMAR CISD. The term "assess" does not include those functions defined as "appraisal" by the Property Tax Code.

C. The county shall produce a consolidated tax statement for both County and LAMAR CISD taxes.

D. County shall prepare consolidated tax statements for each parcel on the tax rolls of LAMAR CISD.

E. County shall mail statements.

F. County shall mail notices of delinquent service charges in accordance with Section 33.07 of the Texas Property Tax Code.

G. County shall perform for LAMAR CISD all duties provided by law of the State of Texas for the collection of taxes.

H. County shall perform any additional, reasonable services which may be requested by LAMAR CISD. All additional services shall be billed to LAMAR CISD by County at actual costs.

3.06 County shall provide the following reports, upon request, by LAMAR CISD:

A. Report of the current year tax levy, showing taxable value, exemptions, abatements, net taxable values, tax rate, and tax levy for each parcel of property;

B. Remittance report with each remittance to LAMAR CISD showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.;

C. Monthly report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy; and

D. Any additional reports which may be requested by the District.

3.07 The taxes collected by County for LAMAR CISD shall be remitted as follows:

A. by ACH; or

B. by wire to LAMAR CISD's designated depository or agent; or

C. by check mailed to LAMAR CISD.

3.08 LAMAR CISD shall provide written notification to County of the manner in which taxes shall be remitted, as described in Section 3.07 above.

3.09 The taxes collected by County shall be remitted to LAMAR CISD on a daily basis.

3.10 Wire transfers shall incur a charge of five dollars ($5.00) for each transfer.

3.11 Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County's remittance to LAMAR CISD.

ARTICLE IV
OBLIGATIONS OF LAMAR

4.01 LAMAR CISD agrees to promptly deliver to County all records necessary to perform its duties under the terms of this Agreement.

4.02 For services rendered pursuant to this Agreement, LAMAR CISD agrees to pay County the following amounts:

A. Thirty-five cents ($0.35) per parcel per year;

B. One dollar ($1.00) per account to add delinquent accounts to County's records; and

C. Other costs for which LAMAR CISD will reimburse the County for actual_costs incurred for any additional services requested LAMAR CISD or mandated by state statute.

4.03 LAMAR CISD shall pay to County the cost of assessment and collection as provided in Section 4.02. The payment shall be remitted to County after the mailing of consolidated tax statements and no more than 30 days after receipt of County invoice.

ARTICLE V
ADMINISTRATIVE PROVISIONS

5.01 All records necessary to be maintained by County for the assessment and collections of taxes shall be kept clearly on the books and records of County, and a designated representative of LAMAR CISD, including auditors for LAMAR CISD, is authorized to examine the records maintained by County at such reasonable time and interval as LAMAR CISD deems necessary. Such books and records will be kept in the offices of County.

5.02 LAMAR CISD shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars ($100,000.00).

5.03 LAMAR CISD shall transfer to the possession and control of County, without charge, copies of all records necessary for the performance of the duties and responsibilities of County pursuant to this Agreement, which shall include all tax records, including the delinquent tax rolls.

5.04 County shall not be legally responsible to LAMAR CISD for any failure to collect taxes, nor shall the County Tax Assessor-Collector be legally responsible unless the failure to collect taxes results from failure to perform the duties imposed by law and by this Agreement.

5.05 LAMAR CISD reserves the right to institute such suits for the collection of delinquent taxes as LAMAR CISD deems necessary and to contract with an attorney for collection of delinquent taxes.

5.06. County shall comply with all provisions of the Texas Property Tax Code, as amended, and any policies and procedures regarding collection of ad valorem property taxes which LAMAR CISD may adopt.

5.07 In the event County approves refunds or waives any penalty and/or interest on any parcel, pursuant to Section 33.011 of the Property Tax Code, LAMAR CISD consents to the waiver of the penalty and/or interest on the same parcel(s), and hereby authorizes County to waive such penalty and/or interest on behalf of LAMAR CISD.

ARTICLE VI
LIABILITY

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE VII
MISCELLANEOUS

7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7.02 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.

7.03 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.04 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

7.05 This Agreement may no be assigned by either party.

ARTICLE VIII
NOTICES

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

To County:
The Honorable Patsy Schultz
Fort Bend County Tax Assessor-Collector
500 Liberty, Suite 101
Richmond, Texas 77469

To:
Lamar C.I.S.D.
Attn: Jill Ludwig
3911 Avenue I
Rosenberg, TX 77471

Copy to:
Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSES AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Dianne Wilson, County Clerk

8-6-08
Date

8-6-08
Date

APPROVED:

Patsy Schultz, Tax Assessor/Collector

7/23/08
Date

NAME OF JURISDICTION

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Michael Richard, President

May 15, 2008
Date

RECORDED ON 8-20-08

MINUTES OF 8-6-08

MER:Interlocal Agreement.Tax Collection:1396(040506)

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

24B

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

DATE SUBMITTED: July 18, 2008

AGENDA DATE: August 6, 2008

SUBMITTED BY: Patsy Schultz, RTA
DEPARTMENT: Tax Assessor /Collector
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: 2008 Destruction List – Recycle Tax Research Bankruptcy documentation per State Archives Retention Schedule

RENEWAL CONTRACT/AGREEMENT: YES ( ) NO ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED: Destruction list

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND:_____AGENCY_____ORGANIZATION:_____OBJECT:_____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: (x)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by fax to (281-341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

(x) Auditor	(281-341-3774)	(x) Comm. Pct. 1	(281-342-0587)
(x) Budget Officer	(281-344-3954)	(x) Comm. Pct. 2	(281-403-8009)
(x) County Attorney	(281-341-4557)	(x) Comm. Pct. 3	(281-242-9060)
( ) Purchasing Agent	(281-341-8642)	(x) Comm. Pct. 4	(281-980-9077)
(x) County Clerk	(281-341-8697)	( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Please list on consent agenda
Record in the minutes the disposal of Tax Office Bankruptcy Documentation State Archive Retention Schedule of destruction for the office of Patsy Schultz

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 11:59 P.01

July 17, 2008

Attn: Karen Steil

Re: Request to destroy Bankruptcy Files

Attach is a list of names and case numbers that were in bankruptcy from 2002 and prior that have been paid in full, dismissed or discharged.

Please submit to CC for approval

Thank you,

Yolanda G. Velez
Department Coordinator – Tax Research

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 11:59 P.02

CLOSED BANKRUPTCY FILES

ADAMS, BRENDA KAY	02-35533-WWS
ADDISION, GARY MARVIN & KAREN ANNE	99-37708-H5-7
ADDISON, NATALIE M	02-41427
AGUILAR, ABEL & MISTY	00-37996-H5-13
AGUILAR, ABEL & MISTY	98-42690-H2-13
AKINLOYE, ET AL CUNTHIA ANN	03-10519
ALEXANDER, CHARLES	01-30082-H4-7
ALEXANDER, WAYNE J & CATHERINE A	01-40810
ALLEN, KENNETH & MARIAN	02-42812
ALLEN, MONIQUE DESHAWN	00-38119-H2-13
ALLISION, FELIX & ANNIE	01-42915
AMACKER, DOROTHY	02-30160
AMCO INSURANCE	02-31265
AMERICAN HOMESTAR CORP	01-80017
AMF BOWLING WORLDWIDE	01-61119
ANDERSON, SURA K	00-35156-H5-13
ANIS, MOHAMMED	03-36391
ARANZAMENDEZ, NILO VENTURA	00-37671-H5-7
ARCHIBALD, ROMEO	02-37831
ARDOIN, DARRELL T & CHRYSTL	03-41271
ARENDS, ROBERT & KAREN	00-40991-H4-13
ARIAS, RITO & ANITA	01-42318
ARMIJO, PABLO & CRISANTA	02-36619
ARMSTRONG-ANIS, ALTHIA	02-37587
ARNOLD, BILL BURROWS & MECHELLE M	00-37589
ARRIAGA, MODESTO & FELICITA	99-38705-H5-13
ASH, BRANDON J & SABRINA Y	03-38542
ASHFORD, MARY ANN	02-33117
ATC GROUP SERVICES, INC	99-10437
AUGUST, ARTIS	97-46778-H1-13
AUTOTECH LEASING ASSOC	00-12138
AUTOTECH LEASING SERVICES	00-12084
AVENDANO, CHRISTIAN	03-31240-H5-13
AVENDANO, ESTEBAN G	01-42994
BAG 'N BAGGAGE, LTD	03-35723
BAINES, ROBERTA A	03-43107
BAKER, ERNEST	00-35257
BAKER, KATHERINE	00-39109
BAKER, KATHERINE	99-38832-H1-13
BAKER, RYNNIE EUGENE & SONYA MARIA	01-40566
BALL, JOHN DEWAYNE	01-43795
BANKS, DELORES	01-44027
BARLEY, RICHMOND	03-41135
BARNES, EDITH	99-36963-H3-7
BARNES, ELEANOR CANNON	02-31483
BARNETT, CHARLES	01-36070
BARRAS, FERDINAND	02-44546
BARRERA, VIRGINIO & IRMA L	00-31479
BASSETT, RONDA	03-31687-H5-13
BASSEY, DARREL	02-41446
BATES, RUSSELL	02-41140
BATTLE, JERRY & SHATEASE	01-31644

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 11:59 P.03

CLOSED BANKRUPTCY FILES

BATTLE, RICHARD EDWARD	99-33603-H5-13
BEASLEY, GEORGIA R	99-39527-H5-13
BECERRA, CARLOS J & RACHEL	99-37982
BENAVIDEZ, DANIEL & SANDRA	99-34992-H5-13
BENNETT ROBERT J & SUZANNE	01-34597
BEREZOSKI, ROBERT N	98-34233-H3-13
BETTS, TERESA	03-39473
BILLINGS, ARTHUR & BONITA	01-31715
BIRCH TELECOM INC	02-12218
BISCARO, REX & HOLLY	01-31735
BISHOP, JAMES	01-40574
BLACK, RODNEY K	02-37292-H1-13
BLEDSOE, KATHLEEN M	00-39647-H4-7
BOATNER, KEVIN & BRIDGETT	98-42923-H5-13
BODY, TRUMAN A	00-40958-H5-7
BOLEN, FRED & SHARIFAH N	02-44311
BONDS, WILLIE & LOIS M	01-33481-H4-13
BONIER, JANICE SMITH	99-41664-H3-13
BONILLA, ANTHONY E & AMORELLE L	01-31683
BONNER, CARRIE M	96-41892-H5-13
BONOJO, ANTHONY OLUBUNMI & KEHINDE SARATY	04-30643
BOONYOO, PAISAN	02-31756
BOSLEY, GLORIA	01-33508
BOWIE, MADELINE	02-35946
BRACKENS, KELVIN & DIANE N	02-42666
BRADLEY, GLORIA WEST	98-36904-H3-13
BREEDLOVE, SCOTT G & DONNA D	00-41466-H4-7
BRISCO, VINNELL & EDDIE	03-36317
BROWN, ANNIE M	01-32234-H1-13
BROWN, CLIFTON A & PATRICIA L	02-34108
BROWN, EDDIE M	99-36763-H5-13
BROWN, SHARON	00-40067-H3-13
BROWN, SHARON	00-36367
BROWN, SHAWN D & TANDRA D	01-37335
BROWN, WILLIAM A & SPEARMONTENE L	01-43400
BROWN, ZABIA	02-42696
BRUNO, MARGARET BABINEAUX	03-41257
BUDGET GROUP	02-12152-11
BUGLE BOY INDUSTRIES INC	01-10834
BULANOWSKI, ROBERT M	99-38849-H4-7
BUNTING, MICHAEL T & SANDRA Y	01-30382-H5-7
BURNS, TODD & REBEKAH K	02-37399
BURTON, BEVERLY ANN	99-35439-4H-13
BURTON, DAVID & SHIRLEY	03-37515
BUSBY, SYLVIA WASHINGTON & KENNETH	00-33155-H1-7
BUSH LEASING INC	00-30098-11
BUSH, ANTHONY E & ROBIN M	02-42058
BUSSEY, DARREL W	02-41446
BVS MOTEL	03-11798
BYRD, NICKCOLE	03-37808
CABLE & WIRELESS USA INC	03-13711-11
CAIN, JULIAN, RUSSELL	97-44860-LZC

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 11:59 P.04

CLOSED BANKRUPTCY FILES

CALCOTTE, JERRY & ANNETTE	03-40591
CALDWELL, GLEN & SHARON	03-31390
CALDWELL, RALPH DUANE	03-44061
CALDWELL, RALPH DUANE	02-35071
CALEB, JOSHUA	01-31920
CAMPBELL, JOHN A	01-30038-H3-13
CAMPBELL, MICHAEL A	03-30337
CANO, PEDRO & MARTA	02-37603
CANTRELL INDUSTRIES INC	95-45944-H2-11
CAPPLEMAN, AGNES	04-30603
CAPTAIN, VIRGINIA	02-42214
CARDENAS, GONZALO E & JUANITA	02-39096-H5-13
CARDWELL, LARRY A & DEBORAH CLAKLEY	01-42574-H4-13
CASAREZ, SANDRA	02-41412
CASAVERDE, JUAN & NOLVIA	03-41120
CASTANEDA, EUGENE III & JENNIFER M	02-39164
CASTILLO, ANA	02-39846
CERNOCH,EDWIN F & MARCIA J	02-34272-H4-13
CHANEY, GINA L & HORACE W	00-33690-H1-13
CHATHAM, LAWYER M JR & RAY M	02-42629
CHAVEZ, JUAN & SOCORRO	03-39977
CHEEKS, GLENN	02-41805
CHERRY, CARRIE LAVERNE	01-38577
CHILDS, MARCUS EUGENE & DENISE DANIELLA	01-36212
CHILO, ROBERT & MELISSA	00-41086
CHOPP, DEREK & GLORIA	01-33356
CIMM'S INCORPORATED	LA01-32272ES
CLARK, CLARENCE B, III & FRANCILE	99-41508-H2-13
CLARK, MARINA LOTH	99-35091-H4-13
CLARKSON, JAMES C & BARBARA J	00-38412-H4-7
CLEMENT, TONY SR	01-43306
CLEMONS, PAMELA	98-37301-H1-13
CLENDENIN, CRAIG HAWORTH	00-40626-H5-7
CLOTHESTIME INC	SA95-22533-JW
COBBIN, HENRIETTA AMANDA	01-40595
COLEMAN, JAMES & ESTELLE	99-30078-H4-13
COLEMAN, TERRI	03-39237
COLLINS, JULIE THOMAS	00-41043-H2-13
COMBS, EULAH D	00-39486-H1-7
COMDISCO INC	01-24795
COMEAUX, ARISTILE & DORA LEE	00-38125-H1-13
COMMERCIAL MEAT CO INC	99-33792-H5-7
CONNOLLY, BONNIE	01-38457
CONSOLIDATED POWER BATTERY	00-37735-WRG
COOK, EUGENE HORNORA &TASHIA L	99-39107-H2-13
COOKSEY, MARK & GAIL	02-45449
COOKSON, RICHARD LEE & ELISE MARIE	01-40990
COOPER, IVORY	03-47959
COPELAND, JANIS	02-36050
CORTEZ, ERNEST	03-34743
CORTEZ, LEE & ELIDA	00-31760-H4-13
COVAD COMMUNICATIONS CO	01-10167

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 11:59 P.05

CLOSED BANKRUPTCY FILES

COYLE, DAVID B	98-42171-H4-13
COYLE, DAVID B	01-35078-H2-13
CRISWELL, JAMES WILLIAM	00-40191-H5-7
CROMAN, CRAIG M & ANGELLE T	00-40134-H3-7
CROSSMAN, JAMES & JOANNA	03-37227
CRUMB, TARLA S	01-43278
CRUTCHER, SANDRA JEAN SMITH	97-47983-H5-11
CRUZ, EDDIE & LINDA	01-43972
CUMMINGS, SHELDON & TEMEISHA	03-40923
DANIEL, JOSEPH MALCOLM	03-43125
DANIEL, JOSEPH MALCOLM	02-37048
DANIELS, DAVID LAWRENCE	02-35063
DARDEN, MICHAEL	03-30350
DAVENPORT, COLETTE A	02-32326
DAVID, LLOYD EDGAR	03-34847
DAVIS SR, KEITH JERROLD	01-43690-YH2-13
DAVIS, BRODIE & ALICE	01-33658
DAVIS, BRODIE & ALICE	01-22658
DAVIS, CARNEL	02-32932-H-13
DAVIS, GEORGE D	01-38881
DAVIS, JENEBA ISHA	01-30850
DAVIS, LISA	03-30411
DAVIS, RAFORD	02-39929
DAVISON, GLADYS	03-42144
DB-WS LIMITED PARTNERSHIP	03-31455
DELASBOUR, JOZETTA	03-33077
DELGADO, FRANK	01-38611
DERNEHL, HERBERT W JR & ALICE FAYE	02-34926
DEVER, PATRICK	00-32076-H1-13
DICKERSON, LARRY	01-37386
DIGIOVANNI, DOMENICO & KATHLEEN	03-41570
DILLARD, BARBARA BOLDEN	02-43327
DIRDEN, BRIDGETT P	03-36286
DIVERSIFIED HOSPITALITY GROUP INC	92-50934-AHWS
DOBBS, ARDEN W & SHIRLEY J	03-32068
DOCKEY, SHARON (PORTER, CLARENCE)	03-41159
DOXLEY, LORENZO & ALCENA ELAINE	01-38107-H1-13
DOYLE, DARRELL WAYNE & FELICIA D	99-36102-H5-13
DUFFIELD, ANNIE	02-38398
DUFFIN, STEPHEN & REESA	02-35756
DUNCAN, ALVIN & ETHEL	02-44008
DUNN, RODRICK V & LAVETTA L	99-41254-H5-13
DURAN, RONNIE & MYRNA	02-41229
DURHAM JR, JOHNNIE	03-42827
DURHAM, JOHNNIE JR	01-40344
DUSSETTE, JR WILLIAM GEORGE	02-32564
EARLS, ROBERT	03-39954
ECHEBIRI, CHRISTOPHER & JOSEPHINE	02-44480
EDWARDS, JOSEPH & MATTIE MAE	01-41340
EDWARDS, LARRY SR & LINDA L	00-35519-H5-13
EDWARDS, RICARDO A JR	99-31083-H1-13
EGERT, DANA & GLENN	01-32032

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 11:59 P.06

CLOSED BANKRUPTCY FILES

ELLISON, GEORGE J & CASSANDRA G	00-39428-H5-13
EL-TITI, FIDAA A & NARDEEN	02-32893
EQUIPMENT LEASING CORP OF AMERICA	97-19699
ERICKSON, CHARLES, MOAK, SAM & MARY	97-41000-H3-13
EROKTAY, OSMAN KANER	03-34474
ERZELL, ODESSA MAE	01-33505
EVANS, JOCELYN & MARK	02-45420
EVERAGE, CYNTHIA	01-32230
FACTORY CARD OUTLET CORP	99-00685-JJF
FALCON, JOSE LUIS	02-30373
FAROOQ, ROZAMIN A	01-37513
FDS, ROY WAYNE & EQUINA PATRICE	03-30075
FEAST, EDWIN	03-30218
FELTON, MICHAEL & TANGERLIA	04-33295
FINOVA CAPITAL CORPORATION	96-2543-PHX-PGR
FINOVA GROUP INC, THE	01-00697
FISHER, DARRYL	01-41836
FLEMING, ANDRE & JACQUELINE	03-34433
FLORES, MARIO & MAYRA	02-40822
FONTENETTE, BARBARA J	00-40083-H2-13
FORD, MILTON JR	03-34161
FOWLER, JODY MACK & MARCIE L	01-32969
FRANKLIN, BENJAMIN III	00-36208-H1-13
FREEMAN, PAULETTE	02-44226
GAGLANI, HARSHAD BABULAL & NELA HARSHA	01-42081-H5-13
GAINES, RONALD W & BETTY	01-60011-H2-13
GALVAN, VICTOR & BEATRICE	01-30350
GAMBLE, EFFIE CAROLINE	01-37598
GANTT, CRAIG & ALICIA	03-30031
GANTT, DAVID	02-43272
GARCES, MARY ANN	03-32466
GARCIA, ELOY	03-30189
GARCIA, HERIBERTO & SUSAN CAMILLE	01-40938
GARCIA, NORMA	02-36297
GARNER, JEWEL & NANCY	00-39900-H4-13
GARY TYRONE & PAMELA JOYCE LEE, ET AL	98-42430
GARZA, DIEGO & CASANDRA	00-39260-H4-13
GARZA, ESTABAN	03-80729
GAY, DANIEL	03-35264
GAYLE, YVONNE	02-43117
GBAK PROPERTIES INC	03-33379
GBAK PROPERTIES INC	02-38695
GEILING, LEE	02-30068
GERT, FRANK	03-37258
GIBSON, CHARLES & BRENDA	00-41527-H4-13
GIBSON, JAMES RODNEY	98-41004-13
GILLESPIE, DARYL	03-47910
GILLETT, ROBERT	02-39033
GIPSON, ALVIN III & TROYLIN H	01-42023
GIPSON, BRIAN K	02-39466
GIRSCH, WILLIAM A	00-41821
GLASS, PAUL M	01-43906

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 11:59 P.07

CLOSED BANKRUPTCY FILES

GLOBAL CROSSING NORTH AMERICA INC	02-40188
GLOVER, ROBBINETTE	03-40781
GLOVER-JONES, TONIE	01-44215
GOFF, SELENA M	03-30007
GOMEZ, EVELYN	03-32138
GOMEZ, JOE A & MARIA A	99-32005-H3-13
GONZALES, ANTONIO & PATRICIA	03-39702
GONZALES, RUDY	99-40084-H4-13
GONZALES, VERONICA VALDEZ	99-32858-H5-13
GONZALEZ, JUAN MARTIN	98-34577-H1-13
GRAHAM, CHARLIE & ANGELA	02-44811
GRAY, GWENDOLYN	03-39632
GRAYSON, ERIC DOUGLAS	00-39641-H1-7
GREEN, JASON & KAREN	02-37803-H4-13
GREEN, LONNIE JR	00-35336-H3-13
GREEN, LONNIE JR & KATRINA A	00-39423-H5-13
GREEN, MONICA C	02-40533-H1-13
GREEN, MONICA C	01-39742-H4-13
GREEN, ROBERT J & BRIDGETT L	02-42991
GREENLEAF, LINDA F	00-36648-H1-13
GREENWOOD, ROY M	99-41367-H4-7
GREER, JO ANN	01-31138-H5-13
GRIFFIN, LYDIA RANDLE	01-30868-H1-13
GRILL TEJAS, INC	03-45345-7
GRUNDY, DAVID E	00-40298-H5-13
GUERRA, FELIZ & AMILIA	02-44187-H1-13
GUIDRY, JERRY WAYNE & MARY ANN	02-35699
GUILLORY, PATSY LANELL	02-30673-H5-13
GUTIERREZ, DAVID W & BELINDA M	01-30025-H4-13
GUYTON, UTEKIA	02-42979
HALLAHAN, ROBERT & ROBERTA	02-30625-H4-13
HAMILTON, DEBORAH	00-39909
HAMPTON, BILL O'NEAL	03-37181
HAMPTON, ERROL SR & MARIE J	01-40976
HANKEY, KIMBERLY S	00-91106
HANLEY, MICHAEL LYNN& MARY PATRICIA	01-35202
HARGEST, REGINALD L & ALLISON M	01-37356-H4-13
HARRISON, JAMES	98-39863-H5-13
HARVEY, MONROE	03-43626
HASHEMI, CLAUDIA	03-39091
HAWTHORNE, RENESE	00-38217-H4-13
HEARNE, KERRY & ROLANDA	02-34254
HEBERT, TELLY S & CHASITY	02-42871
HEILIG-MEYERS COMPANY	00-34533-DOT
HEIMAN, JOHN A & DENA RENEE	02-35506-H2-13
HENNESSEY, PATRICK J & JANET	00-30791-KKB
HENRY, MICHAEL JOSEPH & GLYNIS DORENE	01-43997
HERRING, HUGH PATTON & JORJA K	00-39518-H5-7
HIGHSMITH, ALONZO	00-36199-H5-13
HILLIARD, ROBBIE	01-41648
HINKLIN, JOHN S & REBECCA	01-30564-H4-7
HOBBS, HENRY & CHONA	02-37731

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 12:00 P.08

CLOSED BANKRUPTCY FILES

HOBDY, PAMELA ROSE	01-38315
HODGE, AARON & RUBY	01-36320-H3-13
HOLDEN, ANGELA	02-42153
HOLLINS, KENNY B & JONELLE C	02-35034
HOLMES, DOUGLAS EDWARD	02-32639
HOLMES, KEITH	01-37240
HOLMES, LARRY J & LETHA M	03-30286
HOLT, AMBER	03-36989
HORTON, LARRY DONNELL & SHEILA ANN	98-35272-H3-13
HORTON, ROSA TAPIA	99-33323-H5-13
HOUSTON, (SNOODY) CHERYL	03-37960
HOWARD, CHARLES & MICHELLE	02-44269
HOWARD, RAYMOND	03-31833
HUBBARD, WILMA	02-38618
HUNT, BRENDA J	02-44142
HURTADO, HECTOR	02-38030-KKB
HUSSAIN, MOHAMMAD N & SYEDA Q	01-43664
HUSSAIN, SAM M	01-30282-H4-7
ICAZA, TOMAS	02-41460
IMPERIAL HOME DÉCOR GROUP INC, THE	00-00019
INFORMAL COMMITTEE OF BONDHOLDERS	02-12218
INTEGRATED HEALTH SERVICES	00-00389-MFW
ISAAC, HERBERT	03-34857
J E CONSTRUCTION	03-34157
JACOB, HAYDEN D JR & ADRIENNES	02-32743-H1-13
JACOBS, YETTA	03-36486
JACOBS, YETTA	02-37220
JAMES, VINCENT EDWARD & EVELENE M	03-30206-H1-13
JARAMAR, LTD	99-36540-H4-11
JARDIN DE LAS PALMAS, INC (PALMES NURSURIES)	93-45636-H2-11
JAWDJEE, AFTAB & ROZINA	04-30757
JEFFERSON, ALFRED	03-30030
JENKINS, RICHARD THEODORE & COY	01-31259
JODA INC	00-10961
JOHNSON JR, ELLIS	03-43163
JOHNSON, BILLY & BREDNA	01-40189-H5-13
JOHNSON, CARLTON & CATHY	03-36515
JOHNSON, CASSANDRA L	01-35342
JOHNSON, CHARLOTTE	03-33222
JOHNSON, DENISE S	02-34513
JOHNSON, DOROTHY ANN	99-38150-H2-13
JOHNSON, EDNA R	01-37955-H1-13
JOHNSON, JIMMY	03-42925
JOHNSON, JIMMY EUGENE SR	02-37802
JOHNSON, LYDIA	00-39111-H5-13
JOHNSON, MARILYN	02-41416
JOHNSON, MATTIE	03-30155
JOHNSON, OSCAR KEY	00-38052
JOHNSON, THAGUS & ALICE	02-42443
JOHNSON, YVONNE E	02-45348
JOLIVET, DONALD & KAREN	03-34046
JONES, BRUCE & LINDA	01-40437

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 12:00 P.09

CLOSED BANKRUPTCY FILES

JONES, CHAD E	02-35961
JONES, CHAD EVERETT	01-38526
JONES, JAMES & LEO WADDLE-JONES	01-33674-H5-13
JONES, JOHN L & SHARON V	99-31137-H1-13
JONES, JOHN W & GAIL D	02-35832
JONES, JOHN WEBB	03-46653
JONES, TONIE	01-44215
JONES-RUBEN PAMELA TRACI	03-30313
JOSEPH, JOLETTA DEBRAI	00-93442-H1-7
JOWELL, RONNY G	00-39392-H1-13
JUAREZ, LEANDRO	03-06429
JUGUETA, SERAFIN	03-37830
JUST FOR FEET	99-04110
KANDER, MICHAEL ALAN	01-10844
KAPKE, DOUGLAS F JR	02-36844-7
KAPLAN, RICHARD & DOREEN	02-39477
KELLEY, CHARLES E & ANNETTE Y	01-30453-H4-13
KENNEDY, YARDLEY & CAMELIA	03-39297
KHAN, MOHAMMED J	99-41462-H5-7
KHAN, TASNEEM	9-38563-H1-7
KIBE, JOSEPH G & WANDA JO	00-31390-H4-13
KIMBLE, JOHN F	01-36035
KIMBLE, LAWRENCE ANTHONY & ALFA	00-40117-H1-13
KING SR, BOBBY JOE	02-35103
KING, EDDIE R	01-37519-H5-7
KMART CORPORATION	02-02474-11
KOKO, VINCENT I	02-43032
KOSSAR, KAREN R	00-39734-H4-7
KRAJNIK, MICHAEL	03-34940
KRASSNIG, GLORIA	00-36887-H5-13
KRASSNIG, JACOB	00-38423-H2-13
KRAUSES CUSTOM CRAFTED FURNITURE	01-16360
KRAUSES FURNITURE INC	01-16357
KRUICHAK, JACKIE E	01-34557-H5-13
KRUICKAK, JACKIE E	03-32420
KUCERA, JODY VINCENT & JAMIE RAE	99-35242-H4-13
KUYKENDALL, KARL	00-36255
LABANJEES CORPORATION	00-36027
LAGARD-TILLIS, CASSANDRA	01-36124
LAIDLAW USA, INC	01-14099
LAMB, CLAUDE LEE	02-42283
LANDHEART, PATRICIA	00-35659-H3-13
LANDRY, EUGENE & DONNA CANTY	00-34952-H2-13
LANTZ, ROBERTA SUZANNE	00-37189-H3-13
LAWSON, KIMBERLY LETOYA	00-30026-H3-13
LAWSON, LORENZO DEWAYNE	99-38457-H1-13
LAZAR, BURTON & GIESLA	03-46445
LEBANJEES CORPORATION	00-36027-MDL
LEE, JERRY	03-32150
LENZ ET AL, JOE DIETRICH	03-31822
LEONARD, MICHAEL & TROYLENE	01-43275
LEONARD, TROYLENE	00-36056-H5-13

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 12:00 P.10

CLOSED BANKRUPTCY FILES

LEWIS, PATRICIA ANN	99-41961-H5-13
LEWIS, TRACEY	03-31795
LIAO, CHIEN-HSIUNG	02-44894
LINSEY, RAYSHON	03-37996
LOEWS CINEPLEX ENTERTAINMENT CORP	01-40346
LOGAN, HENRY S & MARCIA E	01-37113
LONGORIA, PAUL & DARBY	02-41731
LOPEZ, ALLEN E	00-31229-H3-7
LOPEZ, NEOMI	00-38600-H1-13
LOWE, BARBARA F	02-33783
LOWE, CHARLES C	99-41862-H5-13
LOYA, ANGELO & VELMA	02-42935
LOZANO, IDALIA	03-39619
LUCHIN, MARGARET S	03-39522
LUMAR, DARREN	03-31853
LUMBRERAS, JUAN M	03-33184
LUSK, CHARLES M	93-49211-H5-11
LYONS, VALDA YULONDA	00-37080-H2-13
LYONS, VALDA YULONDA	01-44141
MADRIGAL, OSCAR & TRACY	01-41333
MALDONADO, ALFREDO & EVANGELINA	02-80348-G3-13
MALONE, RICKIE	01-41093
MALVEAUX, RONNETTA WANDA	00-31939-H5-13
MANHATTAN PHYSICIANS	02-40276
MARIGNY, NEVELYN K & EDWARD E	99-42101-H1-13
MARIN, PETE JR	03-36133
MARTIN, DAMARIS	03-33883
MARTIN, MICHAEL	03-33845
MARTINEZ, BENJAMIN JR	01-37838-H1-13
MARTINEZ, CONSUELO	03-42337
MARTINEZ, DANIEL	99-30066-H3-13
MARTINEZ, LOUIS (LUCIO) & DORA L	01-31516
MARTINEZ, OFELIA GUAJARDO	01-39538-H4-13
MASON, DORIS	03-36534
MASSEY, DAVID B	01-31014-1-H3-13
MAXEY, BRIAN	03-44114
MAXWELL, ROGELIO & GLORIA	03-35173
MCAFEE, AUDRA CLARK	03-42369
MCBRIDE, SHIRLEY JEAN	98-33204-H2-7
MCCALL, RONALD & NANCY	01-35079
MCCANN, LILLIE	94-48538-H3-13
MCCLOUD, WILLIAM	02-30976
MCDANIEL, PEOLA	99-31191-H3-13
MCDONALD, RICARDO	02-36634
MCGILBRA, AARON	03-30595
MCKENZIE ENERGY CORP US	95-47219-H2-7
MCKENZIE, HARVEN MICHAEL	95-48397-H2-7
MCLAURIN, CARROL LORRAINE	03-34701
MCLEMORE, HENRIETTA	02-44774
MCNARY, TERESA	02-43826
MCNARY, TERESA DIANN	01-39770
MD REHATUL ABID	02-42254

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 12:00 P.11

CLOSED BANKRUPTCY FILES

MEANS, LAKESHA C	01-41443-H5-13
MEAVE, ADOLPH	03-80234
MEDIQ INCORPORATED	01-00252
MELCHIOR, LESLIE ANN	00-41562-H2-13
MENSIK, ALLEN RAYMOND	99-41485-H4-13
MERCADO, DOMINGO & HILDA	02-36456
MERRITT, JOHN & PATRICIA	03-31984
METRICOM INC	01-53291
METROCALL INC	02-11579
MICKLES, ULLIANS	01-38641
MIDGETT, RAY V & GABRIELA	98-34972-H1-13
MIESE, RONDA BETHUNE	03-39213
MILES, DWIGHT & TAMARA	02-37640
MILLER, DAVID	00-32505
MILLER, LEONARD	01-38486
MILLER, PHILLIP & PATRICIA	01-38544
MILLIGAN, RICKY & TERESA	02-45038
MIMS, ALGIN J	02-31144
MITCHELL, LARRY & DEBORAH	02-39862
MITCHELL, MICHAEL T & ALAUNDRA	00-39679-H3-7
MITRA, UDAY	01-42021
MIXON, MICHAEL L & DIANE L	00-11576
MMTA, III, INC	03-39930
MOBILCOMM OF THE SOUTHWEST	97-188
MOLANO, JESSE JR	03-30181
MOLINA, DAVID MICHAEL	00-39937
MOORE PETROLEUM SERVICE INC	91-21954-L-11
MOORE, MILTON	02-33638
MOORE, MILTON & BETTY JEAN JONES	99-39497-H2-13
MOORE, SHIRLEY M	01-32078
MOORE, SHIRLEY M	99-42230-H1-13
MORALES, LEONARD	02-40851
MORALES, MIKE	01-43935-H1-13
MORALES, MIKE	00-34769-H4-13
MORAN, CARLOS	03-30093
MORRIS, HAROLD	02-31350
MORRIS, TIMOTHY L	02-30952
MOSE, ROGER JR & TRINA	02-42806
MUNGUIA, ANTONIO & JENNIFER	02-30346
MUNOZ, FELIPE & KATHY	03-33229
MUNOZ, FERNANDO	02-40099
MURAD, JOSEPH A & CARMEN J	02-41764
MURPHY, TRACY ALLEN	01-34042
NANCE, JAMES & LINDA PRITCHARD	02-40117
NATHOO, YASMIN R	01-40225
NATIONSRENT INC	01-11628
NATIONWIDE HOUSING SYSTEMS INC	01-80029-G3-11
NELSON, ADRIENEE JEAN	00-31186-H2-13
NELSON, THOMAS E & WANDA M	03-40097-H1-13
NEWIRK, DAVID	03-31305
NEWTON, CYNTHIA	03-31011
NEWTON, RUBEYE J	96-42023-H1-13

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 12:00 P.12

CLOSED BANKRUPTCY FILES

NGUYEN, TOM & KIM	01-31415
NICKSON, JOSEPH & MARCET	03-42919
NINO, ROBERT	96-44956-H3-13
NWADIKE, RENNE	01-43267
O'CONNER, WINSTON	02-45287
OKEKE, NGOZI	03-44887
OKEMATTI, MONSURA	02-43140
OKONGWU, BENNET	03-30440
OLGUIN, TONY GARCIA	03-36695
O'NEAL, LESLEY	02-45266
ORBACH, EILEEN D	03-30687
OSTER, JOSEPH & CATHERINE	02-38372
OVERTON, ROOSEVELT	03-38800
OVERTON, ROY & BARBARA	01-39201
OZAINE, LAWRENCE & BARBARA	03-36298
OZAINE, LAWRENCE & BARBARA	01-34413
PARKER, MARIE	02-42990
PATTON, SHERMAN JR	02-36116-H5-13
PENA, CHRISTOPHER	03-43755
PERALTA, RAUL & CECILIA	03-33042
PETERS, LORETTA	02-31328
PHARR, ROBERT & DIANE	03-30183
PICHON, JULES & VERNACALINA	01-40944
PICKENS, ANGELA & OCIE	03-36071
PORTILLO, EDGAR & YENNA A	03-30052
PORTIS, LORRAINE & SNOWDEN	03-33597
POWERS, ROBERT	03-32045
PRINCE, LILLIE A	99-37174
R B COLVIN & COMPANY	91-47822-H5-11
RAGLIN, KENNETH & JACQUELINE	03-36285
RAHMAN, MUHAMMAD	03-46960
RAMIREZ, CHERISE D	03-42304
RANEY, CHARLES JR & DANNON	02-41505
RANGEL, PAULINE	03-30253
RAYSHON, LINSEY	03-37996
RESENDEZ, RALPH	03-34906
REYNDERS, LORAINE JANET	03-38988
REYNOLDS, ELLA B	02-45336
RICE, KEVIN & SONYA	02-32208
RICE, LARRY ALEXANDER JR & DANA	00-41817-H2-7
RICHARDS, ROXANNE	01-33668
RICHARDSON, ALBERT & ANNALEE	01-41207
RICHARDSON, CHERYL	00-40607-H3-13
RICKS, DOUGLAS & SUSAN	03-44221
RIEBSCHLAGER, GARY M	00-36026-H5-7
RIVAS, CARLOS	02-42060
RIVERA, VALENTINE	99-40082-H5-13
ROBERTSON, WILLIAM C & BEVERLY	03-40460
ROBINSON, BARNITA FLEMING	03-33563
ROBINSON, RONALD L	03-36561
ROCHE, STERLING	03-30629
RODGERS, LYNANN & PAUL	02-35986-H1-7

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 12:00 P.13

CLOSED BANKRUPTCY FILES

RODRIGUEZ, JUANITA G & PEDRO	01-43027-H1-13
RODRIGUEZ, MARIA ISABEL	01-42936
RODRIGUEZ, RICADO	03-40408
RODRIGUEZ, ROY A & MICHELLE	01-42025
ROGERS, KIM	03-30811
ROGERS, WILLIE H & CARLIOUS E	01-30827-H5-13
ROLLE, DAVID JEROME & TARSHA MONE	00-41833-H5-13
ROMERO, HUMBERTO & PATSY	01-43829
ROSE, JOSEPHINE	01-40908
RUIZ, HORTENSIA G & LEE J G	03-35434
RUIZ, WILLIE JOHN & PATRICIA TORREZ	99-37341-H4-13
RYTHMS NETCONNECTIONS, INC	01-14283
SADLER-ADJEI, BEVERLY R	00-31149-H1-13
SAENZ, MICHAEL A	95-49537
SAENZ, RUBEN J	01-40605
SAFETY-KLEEN CORP	00-02303
SAM WHITE CORPORATION	98-39923-H5-11
SAM WHITE MOTOR CITY INC	98-39922-H1-11
SANDERS, TERESA	00-41969
SCHWAMKRUG, ARNO HOLMES & CHERYL KAY AKA CHERYL SALISBURY	99-34626
SCOTT, GREGORY ALLEN & SANDRA E	99-30811-H4-13
SCOTT, GREGORY ALLEN & SANDRA E	01-43596
SCOTT, WALTER	03-32302
SCURLOCK, EARL & CYNTHIA ANN	01-41435
SEGURA, RICHARD G	02-34499
SERRATA, FELIPE & SYLVIA	01-37867
SESSIONS, STOREY LYNN	02-30948
SHAARPOUR, MANO	01-42141
SHANKS TRITTER & ASSOCIATES	00-31161-WRG-11
SHELBY, MITCHELL & MARIAN	00-30394-H3-13
SHELEY, JOYCE ANN	03-31665
SHERIF, HESHAM	01-36147-H5-13
SIAGOTONG, DION PALMA & FLORA JUNIO	01-41063
SIDDEEQ, IDIRIS BAUL	01-31481
SIEGER, EVERETT PATRICK	00-40534-H1-13
SILVER CINEMAS INTERNATIONAL INC	00-01978
SIMON, ARNOLD D	02-41246
SIMPSON, JOHN A	03-47579
SIMPSON, KENNETH	02-42995
SIMPSON, MARC	04-30160
SIMPSON, MICHAEL	03-47577
SIMPSON, WILLIAM & DEBORAH	03-30771
SINGLETON, PATRICIA VACEK	03-32479
SKLAR, MADALYN KAY	03-30631
SMARR, MAURICE	03-30455
SMETEK, PETER P	00-41706
SMITH, DONALD	03-35659
SMITH, JAMES L	03-33207
SMITH, KAREN	02-42706
SMITH, KEITH & PATRICIA	02-35998
SMITH, LAWRENCE & PATRICIA	03-31740
SMITH, LILLY MARIE	02-40549

CLOSED BANKRUPTCY FILES

SMITH, LOIS	00-36863-H4-13
SMITH, MARC & JENNIFER	02-36027
SMITH, QUINTIN	01-37977
SMITH, RACHEL	00-39163
SMITH, STEVEN	03-10457
SNAGG, CLARIS	03-30238
SOWELL, WANDA M	01-30335-H3-13
SOZAA, ALFONSO	03-44563
SPENCER, DWAYNE E & ELLA B	01-39831
SPROCKEL, PETER	03-41577
ST CYR, DONALD RAY & INGRID MAJELLA	00-33164-H5-13
STAGE STORES, INC	00-35078-H2-11
STANLEY STORES INC	94-48743-H4-11
STARRICK, STEPHEN & SHARON	99-31250-H1-13
STEVENSON JR, BOBBY & SHERRY Y	02-38597
STEVENSON JR, BOBBY L	03-42302
STEWART, KENDAL & ANGEL	01-41413
STEWART, TYREE	03-36222
STEWART-GRANT ET AL, SHELIA	03-34464
STOCKTON, PATRICIA D	00-31224-H1-7
STORE OF KNOWLEDGE	01-19181
STROMAN, BRENDA	02-39982
SVAJDA, JANEICE R	01-42927
SWANSON, EDWARD	03-48107
SWEET FACTORY GROUP, INC	01-11311
TAKYI, SAMUEL KWAME	02-43998
TALAMEANTAZ, DAVID & MARIA R	01-37975
TALTON, SHANDA	03-43911
TASSAIN, LAWANDA	02-44265
TAYLOR, BRYON G & PAULA M	00-41598-H3-7
TAYLOR, MARLON & LINDA	02-43930
TC GROUP I LL	02-02469
TEEL, GREGORY KEITH	02-43930
THACKER, THAD & DANYELLE	02-37674
THE THAXTON GROUP INC	03-13183
THOMAS, ALFRED WAYNE & SYLVIA DENISE	02-33166
THOMAS, DEREK G	01-33660-H2-13
THOMAS, EDWARD	01-30087-H1-13
THOMAS, RUBY	01-31072
THOMLINSON, LOUIS D	01-44079-H4-13
THOMPSON, ALICE E	03-33293
THOMPSON, LATONYA N	03-30044
THOMPSON, TINA	00-40017-H2-7
THOMPSON, WILLIAM H & LEONA	01-30306
TILLMAN, SHEREE R	01-43926
TILLMAN,DMEMTRICE	03-33327
TODDLE HOUSE RESTAURANTS INC	92-50934
TOLOSA, BARNABE	02-35975
TOLOSA, BERNABE & ELIZABETH	01-35959-H1-13
TOLOSA, BERNABE & ELIZABETH	01-39049
TOMLINSON, DALE	03-32378
TORRES, ROMEO M & SANDRA D	00-39005-H5-7

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 12:01 P.15

CLOSED BANKRUPTCY FILES

TOTALAB, INC	90-02506-H5-7
TRANS STATE OUTDOOR ADVERTISING CO INC	93-41500-H2-11
TREVINO, RUBEN	01-43947
TURNER, DARRELL D	01-32947
TURNER, EDWARD SR & MARY	03-40717
TURNER, JAMES E & WANDA L	01-34968
TURNER, JEROME & AMELIA E	01-32371
TURNER, SHARLIMARR	01-36330
TURNER, SHARLIMARR QUANETTE	98-31161-H1-13
TURNING MILL DRILLING, LLC	01-38217
TWEEBOM, ROBERT & SANDRA L	00-39432-H2-7
TX C C INC	03-31968-BJH-11
TYLER, WILLIAM E	98-38055-H1-13
UNDERWOOD, ROSLYN ROCHELLE	02-43180
USG CORPORATION	01-2094 (RJN)-01-2104 (RJN)
VANDENBERGHE, JAMES J	01-36073
VASQUEZ, GUADALUPE & MARY LOU	00-39591-H1-13
VAUGH-SHORTER, ERITA H	03-36747
VELEZ, JOSEPH VALDEZ	01-42816-H4-13
VERA, RAQUEL	03-40389
VISION METALS	00-04205
VONTZ, JOSEPH WAYNE	03-34150
WAGNER, JENNIFER	02-40032
WAGNER, LELAND M	02-34992
WALKER, KELVIN	00-40148-H5-13
WALKER, MARILYN	00-41813
WALKER, MORRIS S	02-39915
WALKER, YOLANDA PATRECE & DONALD R	02-35098
WALKER-COBBS, CHARISSE M	01-41661-H3-13
WALLS, BERTRAN & LYDIA	02-40620
WALTON, JAMES B & MARGIE	00-41077-H1-13
WANG, JUN XIONG	00-39719-H4-7
WARDELL, RONALD GLENN & MELISA D	02-35366
WARNACO GROUP INC, THE	01-41643-RLB
WARREN, TRACY E & SHERYL	00-39978-H1-13
WASHINGTON, FRANK & OLIVIA	03-41927
WATSON, GARY	01-39462
WATTS, DAVID V & SIOBHAN B CHAMBERLIN	02-38157
WEBLINK WIRELESS INC	01-34275-SAF-11
WEBSTER, DESMOND LIVINGSTON	03-37220
WELCH, MICHAEL KELLY	00-38166-H4-13
WELCH, STEPHAN & IRIS	03-39803
WHITE, CHARLES & CAROL	02-43967
WHITE, ET AL, CLARENCE	03-45063
WHITE, ET AL, KRISTEN CHOLE	03-35294
WHITE, JESSE & IRIS	01-36473
WHITE, TERESA	02-44223
WHITE, TERESA	00-36114-H3-13
WHITE, TERESA BAYS	01-30016-H5-13
WHITE, YVONNE	98-42536-H2-13
WHITEHEAD, JAMES M & DEANNA L	01-31338-H5-7
WIGISSER, SAMUEL K	01-38666

CO JUDGE BOB HEBERT Fax:2813418609 Jul 29 2008 12:01 P.16

CLOSED BANKRUPTCY FILES

WILLIAMS, ALONZO	03-45817
WILLIAMS, CARL	02-41296
WILLIAMS, CHRISTOPHER	03-31592
WILLIAMS, CHRISTOPHER	03-47112
WILLIAMS, CHRISTOPHER ROSS	02-41227
WILLIAMS, DALE E & JUANITA	01-35025
WILLIAMS, DONALD JOSEPH & JENNIFER R	99-36960-H1-13
WILLIAMS, JOHN R	02-36682
WILLIAMS, KENNETH	03-44378
WILLIAMS, LEANNIS	01-41885-H5-13
WILLIAMS, LLOYD & DEBRA D	02-42223
WILLIAMS, MARCUS	03-30341
WILSON, LARRY	91-48684-H1-13
WILSON, RODNEY & RAMONA	01-42751
WILT, GEORGE JACOB & JANE WAGNER	98-36158-H5-13
WINSLOW, RICKIE O	03-36586
WINSLOW, WILLIAM E	03-31567
WOMBOLD, KENNETH	01-36143-H1-13
WORLD KITCHEN INC	02-21257
WYATT, LAWANA J	02-31145
YOUNG, DEDRICK E	02-39592
YOUNG, DEDRICK ELAM	00-38100
YOUNG, DEDRICK ELAM	01-31928
YOUNG, EDWARD LOUIS & DOROTHY P	00-30533-H3-13
YOUNG, KENDRICK & TRACI	02-34579
YOUNG, THOMAS DANIEL & VERONICA DMESSINA	03-43790
ZAG PETROLEUM	03-30015
ZAHIR & SONS	03-30869
ZAIDI, JAVED Q	02-34977
ZEPEDA, JUAN	03-35616
ZEPEDA, JUAN CARLOS	01-39833
ZEPEDA, JUAN CARLOS & ROSA ELLA	01-32805

FORT BEND COUNTY FY 2008

COMMISSIONERS COURT AGENDA REQUEST FORM

24C

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

DATE SUBMITTED: July 29, 2008

DATE: August 5, 10, 2008

SUBMITTED BY: Patsy Schultz, RTA
DEPARTMENT: Tax Assessor /Collector
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: Approve over $500.00 – Refunds $ 69,252.17

REWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND: _____ AGENCY: _____ ORGANIZATION: _____ OBJECT: _____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: (X)
If by E-Mail to ospindon@co.fort-bend.tx.us If by fax; 281-341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes (x) Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes ( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Approve & record in the minute's tax payment refunds in the amount of $ 69,252.17 for the office of Patsy Schultz.

PATSY SCHULTZ
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court	Agenda Date: 08/05/2008		Page One	
Submit Date: 7/29/2008				
Account Number	Owner	Refund Amount	Reason	Precinct #
8700-10-005-0270-907	Wells Fargo Home Mtge	$ 2,797.29	Duplicate	1114
5355-01-003-0050-907	Wells Fargo Home Mtge	$ 3,869.60	Duplicate	2115
2935-05-002-0400-907	US Bancorp Service Providers	$ 2,572.91	Duplicate	1114
3110-08-001-0150-907	Cal or Laura Eller	$ 8,363.91	Duplicate	4119
5734-01-001-0190-901	Home Loan Services	$ 3,765.76	Duplicate	3083
8133-16-002-0180-907	Everhome Mortgage Company	$ 4,974.46	Duplicate	1118
8700-12-004-0170-907	Tax Ease Funding LP	$ 4,495.14	Duplicate	1114
8700-12-004-0170-907	Tax Ease Funding LP	$ 2,887.63	Duplicate	1114
5903-00-000-8000-907	Countrywide Tax Service	$ 3,799.86	Duplicate	2028
5862-02-006-0050-907	Dorothy Johnson	$ 2,698.90	Duplicate	2089
0170-00-000-3019-907	First American Title Insurance Co	$ 2,656.26	Duplicate	1003
3517-01-002-0010-907	Beth Lowe (cc)	$ 3,551.92	Duplicate	3035
5910-02-017-2200-907	Aurora Loan Services	$ 4,517.43	Duplicate	2091
4888-01-007-0110-907	Sherry D Pirsch	$ 2,542.65	Duplicate	4065
4248-01-008-0010-914	Anna Marizza Glancey	$ 2,508.00	Duplicate	3004
2504-01-001-0010-901	Mortgage Services	$ 3,283.34	Duplicate	1013
6455-00-006-0141-901	United Title of Texas	$ 2,676.94	Duplicate	1072
4950-03-028-0300-907	Presilo A Galliquez	$ 2,802.11	Duplicate	3022
8133-21-002-0340-907	US Bank Home Mortgage	$ 4,478.06	Duplicate	1118
		$ 69,252.17		

FORT BEND COUNTY FY 2008

COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD-COUNTY JUDGE'S OFFICE

25A

DATE SUBMITTED: July 14, 2008
AGENDA DATE: August 5, 2008

SUBMITTED BY: Patsy Schultz
DEPARTMENT: Tax Assessor /Collector
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: Waiver of Penalty & Interest & Attorney Fees; Acct# 0049-00-000-0681-901; Westbrook Greatwood Golf, LP % Ruben Lopez; Year 2005 & 2006, Precinct #1

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Request for Waiver
2. Recommendation from the Tax Collector
3. Tax Receipt

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND: _____AGENCY_____ORGANIZATION:____OBJECT:_____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: Yes (x)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to 281-341-8609
Distribute copies with back-up to all listed below. If by Fax, send to numbers below

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes (x) Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes ( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

Tax Assessor Collector Patsy Schultz
I do recommend waiver of penalty and interest & Attorney Fees

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, RTA
County Tax Assessor/Collector
500 Liberty Street, Suite 101
Richmond, TX 77469

(281) 341-3710
Fax (281) 341-9267
Email: schulpat@co.fort-bend.tx.us
www.fortbendcountytax.com

DATE: July 7, 2008

TO: County Judge Robert E. Hebert
Commissioner Tom D. Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Roy Cordes, County Attorney

FROM: Patsy Schultz, RTA GAS
Tax Assessor/Collector

RE: Waiver of Penalty and Interest Westbrook Greatwood Golf LP: Acct#0049-00-000-0681-901
2007 Tax Year; Legal Description: 0049 J Kuykendall, Tract 1 (Pt), Acres 2.1224
Precinct 1

Mr. Ruben Lopez representing Greatwood Golf Club is requesting waiver of penalty and interest on the above referenced account for the 2005 & 2006 tax years because he did not receive tax statements due to an incorrect mailing address.

Tax Office records indicate:

- Deed #9752772 was recorded on August 20, 1997 with the owner listed as Westbrook Greatwood Golf, L.P., % Westbrook Real Estate Partners, L.L.C., 13155 Noel Road, LB54, Suite 2300, Dallas, TX 75240.
- January 12, 2004-- request from Evergreen Alliance Golf Limited to change mailing address to: Westbrook Greatwood Golf LP %Evergreen Alliance Golf Limited, 8650 Freeport Parkway, Ste 200, Irving, TX 75063-1925 per CAD Records.

2005 Tax Year

- 2005 Certified tax roll references owner as: Westbrook Greatwood LP % Evergreen Alliance Golf Limited, 8650 Freeport Parkway, Ste 200, Irving, TX 75063-1925.
- November 11, 2005--2005 Original Tax Statement was mailed to: Westbrook Greatwood Golf LP % Evergreen Alliance Golf Limited, 8650 Freeport Parkway, Ste 200, Irving, TX 75063-1925.
- December 22, 2005--2005 Original Tax Statement was returned by Post Office; forward to address provided by Post Office: Westbrook Greatwood Golf LP % Evergreen Alliance Golf Limited, 4851 LBJ Freeway Ste 600, Dallas, TX 75244. **No record of statement being returned.**
- May, 2007--2005 33.07 Notice mailed to: Westbrook Greatwood LP% Evergreen Alliance Golf Limited, 8650 Freeport Parkway, Ste 200, Irving, TX 75063-1925.
- 06/02/2006-- 33.07 Notice Post Office Returned: Forward to Evergreen Alliance Golf LTD, 4851 LBJ Freeway, Ste 600, Dallas, TX 75244. **No record of statement being returned.**
- 07/24/2006—Request for a delinquent tax statement to be mailed to: Textron Financial, 11575 Great Oaks Way, Alpharetta, GA 30022-0000. **No record of statement being returned.**

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

2006 Tax Year

- 2006 Certified tax roll references owner as: Westbrook Greatwood LP % Evergreen Alliance Golf Limited, 8650 Freeport Parkway, Ste 200, Irving, TX 75063-1925.
- November 13, 2006--2006 Original Tax Statement was mailed to Westbrook Greatwood Golf LP % Evergreen Alliance Golf Limited, 8650 Freeport Parkway, Ste 200, Irving, TX 75063-1925.
- November 28, 2006--2006 Post Office Returned original tax statement; "Returned to Sender; Attempted not known; Unable to forward."(copy of envelope provided). Clerk sent a duplicate tax statement to address from a previous request: Textron Financial, 11575 Great Oaks Way, Alpharetta, GA 30022. **No Record of this statement being returned.**
- May 21, 2006--33.07 Notice mailed to: Westbrook Greatwood LP % Evergreen Alliance Golf Limited, 8650 Freeport Parkway, Ste 200, Irving TX 75063-1925. Post Office Returned; Not deliverable as addressed.
- September 19, 2007 -Fort Bend Central Appraisal District issued 2007 Supplement # 3 Correction to: Update the owners mailing address to: Westbrook Greatwood Golf LP % Ruben Lopez 6767 Greatwood Pkwy, Sugar Land, Texas 77479-6398.
- January 31, 2008– Letter from Mr. Harris Watson, Deputy Chief Appraiser, Fort Bend Central Appraisal District stating that the address had been changed incorrectly on July 17, 2005 due to a CAD error. The ownership correction was made on September 6, 2007.
- Lamar CISD has authorized Fort Bend County Tax Office to handle the processing of the waiver of penalty and interest and allow the Fort Bend County Commissioners Court to make the determination based on 33.011 of the State Property Tax Code.

Breakdown of Taxes Paid:

2005 Tax Year:

	Lamar CISD	**Fort Bend County**	**Total**
Base Tax	$4,614.25	$1,404.55	$6,018.80
Penalty & Interest	**1,661.13**	**505.64**	**2,166.77**
Attorney Fees	**1,255.08**	**382.04**	**1,637.12**
Total	$7,530.46	$2,292.23	$9,822.69

Total 2005 Penalty, Interest & Attorney Fees: **$3,803.89**

2006 Tax Year:

	Lamar CISD	**Fort Bend County**	**Total**
Base Tax	$4,206.67	$1,404.55	$5,611.22
Penalty & Interest	**1,010.30**	**337.32**	**1,347.62**
Attorney Fees	**1,043.39**	**348.38**	**1,391.77**
Total	$6,260.36	$2,090.25	$8,350.61

Total 2006 Penalty, Interest & Attorney Fees: **$2,739.39**

Grand Total for 2005 & 2006 Penalty, Interest & Attorney Fee's: $6,543.28

I do recommend waiver of penalty and interest. There is evidence of an error by the Central Appraisal District. Property Tax Code Section 33.011 (a) (1). "The governing body of a taxing unit shall waive penalties and interest and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency.. "

May 6, 2008

County Judge Robert E. Hebert
301 Jackson, Suite 719
Richmond, Texas 77469

Re: Account No.: 0049-00-000-0681-901 (R247401)

Dear County Judge Hebert:

I am writing this letter to make a written request to be placed on Commissioner's Court agenda, so that I may present my case on Account No.: 0049-00-000-0681-901 (R24701), in hopes that a waiver of penalties and interest fees and attorney fees can be made on the above mentioned account. The account has been paid in full, including the penalties, interest fees and attorney fees. The legal description of this account is: 0049 J KUYKENDALL, TRACT 1 (PT), ACRES 2.1224. The years in question are 2005 & 2006.

Attached is a copy of a letter written on January 25, 2008, to Fort Bend County Tax Assessor/Collector explaining why I felt a waiver should have been made on account 0049-00-000-0681-901. Also, attached is a copy of a letter written by Mr. Harris Watson, Deputy Chief Appraiser Officer, on January 31, 2008, to Ms. Patsy Schultz, of the Fort Bend County Tax Office, informing her that after reviewing the records on account 0049-00-000-0681-901, he "found that the mailing address had been changed incorrectly on 7/17/05 for account 0049-00-000-0681-901 due to a CAD error." The corrections were not made until 9/06/07 for this account. Due to this error made by CAD the tax statements for 2005 and 2006 were paid late and penalties, interest and attorney fees were added to the account. Which all have been paid in full to avoid an "Enforcement of Tax Lien" on account 0049-00-000-0681-901.

I hope that the copies of the letters have enough information explaining the reason why a waiver should be given on this account. The current mailing address for this account number is 6767 Greatwood Parkway, Sugar Land, TX, 77479 and the phone number where I can be reached is 281-343-9999.

Sincerely,

Ruben Lopez

GREATWOOD
GOLF CLUB
6767 Greatwood Parkway • Sugar Land, Texas 77479 • (281) 343-9999

Original AS PER ORIGINAL

FORT BEND CENTRAL APPRAISAL DISTRICT
2801 B.F. Terry Blvd.
Rosenberg, Texas 77471-5600
(281) 344-8623 Phone
(281) 344-8632 Fax

January 31, 2008

Fort Bend County Tax Office
Attn: Patsy Schultz
500 Liberty Street Ste 101
Richmond, TX. 77469-3500

RE: **0049-00-000-0681-901 (R247401)**

Dear Ms Schultz ,

After reviewing the records I found the mailing address had been changed incorrectly on **7/17/05** for account **0049-00-000-0681-901 due to a CAD error.** The ownership correction was made **9/06/07** on this account.

If you have any questions please do not hesitate to call me at (281) 344-8623.

Sincerely,

Harris Watson
Deputy Chief Appraiser

281-341 3741

DUPLICATE TAX RECEIPT

AS PER ORIGINAL

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

WESTBROOK GREATWOOD GOLF LP
C/O RUBEN LOPEZ
6767 GREATWOOD PKWY
SUGAR LAND , TX 77479-6398

Legal Description:

0049 J KUYKENDALL, TRACT 1 (PT), ACRES 2.1224

Parcel Address: 0 RIVERBROOK DR
Legal Acres: 2.1224

Remit Seq No: 10923355
Receipt Date: 01/22/2008
Deposit Date: 01/28/2008
Print Date: 07/07/2008

Deposit No: RP8012RAO1
Validation No: 900000013736356

Account No: 0049-00-000-0681-901
Operator Code: CLARISSAS

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2006	Lamar C I S D- Operating Fund	271,810	1.547650	910.58	218.54	225.82	1,354.94
2006	Fort Bend Co Drainage	271,810	0.023400	13.77	3.30	3.41	20.48
2006	Fort Bend Co Gen Fnd	271,810	0.493340	290.26	69.66	71.99	431.91
2005	Lamar C I S D- Operating Fund	271,810	1.697600	4,614.25	1,661.13	1,255.08	7,530.46
2005	Fort Bend Co Drainage	271,810	0.023400	63.60	22.90	17.30	103.80
2005	Fort Bend Co Gen Fnd	271,810	0.493340	1,340.95	482.74	364.74	2,188.43
				$7,233.41	$2,458.27	$1,938.34	$11,630.02

Check Number(s):
3244

PAYMENT TYPE:
Checks: $11,630.02

Exemptions on this property:

Total Applied: $11,630.02
Total Tendered:
(for accounts paid on 01/22/2008) $11,630.02
Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
TEXAS PAR GOLF ACADEMY INC
DBA GREATWOOD GOLF CLUB
6767 GREATWOOD PKWY
SUGAR LAND , TX 77479

(281) 341-3710

27A

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: July 31, 2008

Court Date: August 5, 2008 ~~5~~ 12

Submitted By: Pamela Gubbels
Department: Budget Office
Telephone: (281) 344-3938

SUMMARY OF ITEM:

Record into the minutes the REVISED Budget Calendar for fiscal year 2009.

Renewal Agreement/Appointment:	**YES**	☐	**NO**	☒
Reviewed by County Attorney's Office:	**YES**	☐	**NO**	☒

List Supporting Documents Attached: FY 2009 Budget Calander

FINANCIAL SUMMARY:

Budgeted Item:	**YES**	☒	**NO**	☐
Funding Source:				
Requires Auditor to Certify Funds:	**YES**	☐	**NO**	☒

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: ☒ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to: (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

☒ **Auditor**	**(281-341-3774)**	☒ **Comm. Pct. 1**	**(281-342-0587)**
☒ **Budget Officer**	**(281-344-3954)**	☒ **Comm. Pct. 2**	**(281-403-8009)**
☒ **Facilities/Planning**	**(281-633-7022)**	☒ **Comm. Pct. 3**	**(281-242-9060)**
☒ **Purchasing Agent**	**(281-341-8642)**	☒ **Comm. Pct. 4**	**(281-980-9077)**
☒ **Information Technology**	**(281-341-4526)**	☒ **County Clerk**	**(281-341-8697)**
☐ **Other:** _____		☒ **County Atty**	**(281-341-4557)**

Recommendation:

Special Handling: _____

FORT BEND COUNTY
BUDGET CALENDAR
FISCAL YEAR 2009 (REVISED 7/30/2008)

Date	*Activity*
January 23	Lawson Budgeting & Planning (LBP) Orientation
February 5	Fort Bend County 2009 Budget Policy adopted
February 11-29	Lawson Budgeting & Planning (LBP) Training
March 3	Budget Office releases LBP for users to begin 2009 budget requisitions.
April 18	Budget Office closes Phase 1 of Budget Process (Dept. Requests Due)
April 21-25	Capital Improvement Project requests are submitted to the Building & Space Committee.
May 12-16	Budget Office conducts Preliminary Budget Hearings with Commissioners' Court and department heads
May 27-30	Budget Office conducts Capital Improvement Project Budget Hearings
July 10	Budget Office distributes recommended budgets to offices and departments.
July 14-18	Budget Office holds meetings with elected officials and department heads regarding the recommended budget.
July 21-25	Budget Office conducts final budget hearings with Commissioners Court and department heads
August 4	Budget Office conducts Final Budget Meetings with the Commissioners Court.
August 11	Last day for chief appraiser to certify appraisal roll to each taxing unit (sec. 26.01)
August 11	Budget Office submits agenda requests to: 1. Propose a tax rate. The Court must take a record vote. 2. Set Public Hearings on a tax increase. (The Public Hearings may not be held before the seventh day after the date the notice of public hearing on the proposed tax increase is given.) August 26 @ 1:00 p.m. and September 11 @ 6:00 p.m. 3. Set Public Hearings on the Proposed Budget for Fort Bend County and Fort Bend County Drainage District. September 22 @ 6:00 p.m. and September 23 @1:00 p.m. 4. Propose salaries for Elected Officials. 5. Propose positions and salaries for Fort Bend County and Fort Bend County Drainage District.
August 13	Effective tax rate for Fort Bend County general fund and Fort Bend County Drainage District, and the Fort Bend Parkway Road District published in the local paper.
August 14 or 15	1. Commissioners Court proposes a tax rate and takes record vote. (Tax Code §26.05) 2. Commissioners Court sets Public Hearing on Tax Increase for Fort Bend County and Fort Bend County Drainage District for August 26 @ 1:00 p.m. and September 11 @ 6:00 p.m. (Tax Code §26.06) 3. Commissioners Court sets Public Hearing on the Proposed Budget for Fort Bend County and Fort Bend County Drainage District for September 22 @ 6:00 p.m. and September 23 @ 1:00 p.m. (TxLGC §111.067) 4. Commissioners Court proposes salaries for Elected Officials (TxLGC §152.013) 5. Commissioners Court proposes positions and salaries for Fort Bend County and Fort Bend County Drainage District.

Date	*Activity*
August 14 or 15 (cont.)	6. Submit legal notices for Public Hearing on Tax Increase, Public Hearing on Proposed Budgets, and Elected Officials Proposed Salaries to Sherry Fisk in the County Clerk's Office. Make sure the Texas Comptroller's form for Notice of Public Hearing on Tax Increase is used. Truth-In-Taxation can be found at http://www.window.state.tx.us/taxinfo/proptax/tnt07/
August 18	Budget Office Sends out Salary Notification Letters to elected officials of Fort Bend County. (TxLGC §152.013c)
August 19	1. Notice of Public Hearing for Proposed Tax Increase for Fort Bend County and Fort Bend County Drainage District published in local paper. (Tax Code §26.06) 2. Notice of Public Hearing on Proposed 2009 Budget published in local paper (TxLGC §111.0675) 3. Proposed 2009 annual salaries of Fort Bend County elected officials published in local paper. (TxLGC §152.013b)
August 26	Commissioners Court holds 1st Public Hearing on Proposed Tax Increase for Fort Bend County and Fort Bend County Drainage District. (Tax Code §26.06)
September 10	Notice of Tax Revenue Increase published in local newspaper. (Tax Code §26.06) (Tax Office)
September 11	Commissioners Court holds 2nd Public Hearing on Proposed Tax Increase for Fort Bend County and Fort Bend County Drainage District. (Tax Code §26.06)
September 16	Budget Office files 2009 Proposed Budget with County Clerk and County Auditor. (Public Hearing shall be held within 10 calendar days after the date the proposed budget is filed TxLGC §111.067)
September 17	Budget Office submits agenda request forms to: 1. Hold Public Hearings on Proposed Fort Bend County 2009 Budget and Fort Bend County Drainage District 2009 Budget 2. Adopt Proposed Positions for Fort Bend County and Fort Bend County Drainage District. 3. Adopt salaries for Fort Bend County Elected Officials. 4. Adopt the 2009 budgets for Fort Bend County and the Fort Bend County Drainage District. 5. Adopt the 2008 Tax Rate for Fort Bend County, Fort Bend County Drainage District, and Fort Bend Parkway Road District.
September 22	Commissioners Court holds 1st Public Hearing on Proposed Fort Bend County 2009 Budget and Fort Bend County Drainage District 2009 Budget. (TxLGC §111.067)
September 23	1. Commissioners Court holds 2nd Public Hearing on Proposed Fort Bend County 2009 Budget and Fort Bend County Drainage District 2009 Budget (TxLGC §111.067) 2. Commissioners Court adopts Proposed Positions for Fort Bend County and Fort Bend County Drainage District. 3. Commissioners Court adopts salaries for Fort Bend County Elected Officials. (TxLGC §152.013) 4. Commissioners Court adopts the 2009 budgets for Fort Bend County and the Fort Bend County Drainage District. (TxLGC §111.068) 5. Commissioners Court adopts the 2008 Tax Rate for Fort Bend County, Fort Bend County Drainage District, and Fort Bend Parkway Road District.

AGENDA ITEM

27B

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: July 30, 2008

Court Date: August 6, 2008

Submitted By: James Edwards
Department: Budget Office
Telephone: (281) 344-3937

SUMMARY OF ITEM:

Take all appropriate action to publish the following legal notices pertaining to the budget process in the Fort Bend Herald due to time constraints:

- Publication of effective and rollback tax rates
- Notice of Public Hearing on Tax Increase
- Notice of Tax Revenue Increase

Renewal Agreement/Appointment: YES ☐ NO ☒

Reviewed by County Attorney's Office: YES ☐ NO ☒

List Supporting Documents Attached: _____

FINANCIAL SUMMARY:

Budgeted Item: YES ☒ NO ☐

Funding Source: Fund: 100409100 – 63000 (Non-Departmental, Fees)

Requires Auditor to Certify Funds: YES ☐ NO ☒

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to: (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

☒ Auditor	(281-341-3774)	☒ Comm. Pct. 1	(281-342-0587)
☒ Budget Officer	(281-344-3954)	☒ Comm. Pct. 2	(281-403-8009)
☒ Facilities/Planning	(281-633-7022)	☒ Comm. Pct. 3	(281-242-9060)
☒ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☒ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other: _____		☒ County Atty	(281-341-4557)

Recommendation:

Special Handling: _____

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2008

On this the 5th day of **August** 2008 , the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 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: **C3 CONTRACT DEPUTY - FALCON RANCH** Dept. #: **5503**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Salary and Labor	100550303 61000	$ 22,464
Longevity	100550303 61400	$ 196
Payroll Taxes	100550303 62000	$ 1,734
Retirement	100550303 62100	$ 2,295
Insurance	100550303 62200	$ 17,120
Workers Comp & Unemployment	100550303 62300	$ 204
Travel	100550303 63200	$ 151
Office Supplies	100550303 63500	$ 167
Operating Supplies	100550303 63600	$ 495
Fuel	100550303 63800	$ 3,576
Property and Equipment	100550303 64000	$ 6,685
Capital Acquisitions	100550303 64500	$ 34,882
	TOTAL TRANSFERRED TO:	**$ 89,969**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Contract Deputy Reimbursement	100550303 54190	$ 40,001
Non-Departmental Contingency	100409100 66500	$ 49,968
	TOTAL TRANSFERRED FROM:	**$ 89,969**

EXPLANATION: Amend the Budget pursuant LGC 111.0706 to set up Budget for new contract for Constable #3-Falcon Ranch approved in Commissioner's Court on 7/8/08 for remainder of FY2008.

Department Head: Robert E Hebert Date: 7/31/08

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

31 B

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: 07/30/2008

Court Date: 08/05/2008

Submitted By: Mary Reveles
Department: County Attorney
Telephone: 4554

SUMMARY OF ITEM:

ENGINEERING:

Take all appropriate action on the First Amendment to the Professional Engineering Services Agreement between Fort Bend County and Othon, Inc. for services provided for the expansion of Ransom Road, Mobility Bond Project No. 747, increasing the funding amount from $740,000 to $770,000. **(increase of $30,000.00)**

Renewal Agreement/Appointment: YES ☐ NO ☒

Reviewed by County Attorney's Office: YES ☒ NO ☐

List Supporting Documents Attached: Proposed Amendment and explanation letter from Schaumberg & Polk

---

FINANCIAL SUMMARY:

Budgeted Item: N/A YES ☒ NO ☐

Funding Source: Engineering, Fees (Mobility Bonds)

Requires Auditor to Certify Funds: YES ☒ NO ☐

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: ☒ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to: (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

☒ Auditor	(281-341-3774)	☒ Comm. Pct. 1	(281-342-0587)
☒ Budget Officer	(281-344-3954)	☒ Comm. Pct. 2	(281-403-8009)
☐ Facilities/Planning	(281-633-7022)	☒ Comm. Pct. 3	(281-242-9060)
☒ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☐ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☒ Engineering		☒ County Atty	(281-341-4557)

Recommendation: Approve amendment to agreement as presented.

8-12-08 orig. ret. to Paulette at Engineering

OTHON INC.

MAY 12 2008

SPI SCHAUMBURG & POLK, **LETTER OF TRANSMITTAL**

TO: Mr. Bill Othon, P.E.
Othon, Inc.
11111 Wilcrest Green, Suite 128
Houston, Texas 77042

PH#: (713) 975-8555

DATE: May 9, 2008

PROJECT: Ransom Road (FBC Project No. 747)

SPI NO.: 300701.12

SENT VIA: (•) Regular Mail ( ) Overnight Mail ( ) Hand Delivery ( ) Courier

WE ARE SENDING YOU:

ORIGINALS	COPIES	DESCRIPTION
1		Executed master agreement

REMARKS:

SIGNED: Mark C. Dessens

Mark C. Dessens, P.E.

11767 Katy Freeway, Suite 900 ★ Houston, Texas 77079
Phone: (281) 920-0487 ★ Fax: (281) 920-9924 ★ www.spi-eng.com
Beaumont ★ Houston ★ Tyler

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 747 – RANSOM ROAD

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and OTHON, INC., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about April 22, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as "the Agreement," for the expansion of Ransom Road, Project No. 747, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the "Project;" and,

WHERAS, County and Engineer desire to amend the Agreement to prepare a traffic impact analysis for the Project, as further described in Exhibit A and as set forth below.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

AGREEMENT

1. Section 2.01 the Agreement is hereby amended as follows:

   "For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed $770,000.00, including all reimbursable expenses, if any."

2. Section XVI of the Agreement is hereby amended as follows:

   16.01 "Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of $770,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County."

   16.02 "Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall

not under any conditions, circumstances or interpretations thereof exceed the sum of $770,000.00 for described scope of services in all executed Work Authorizations."

3. Attached hereto is Exhibit A – letter from Schaumberg & Polk dated July 30, 2008 regarding the increase, and Exhibit B – the Agreement approved by County on April 22, 2008, incorporated by reference as if set forth therein verbatim for all purposes.

4. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

5. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This Amendment shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date: 8-6-08

Attest:

Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

D. Jesse Hegemier, Fort Bend County Engineer — Date: 7/31/08

ENGINEER: Othon, Inc.

William Othon, P.E., President — Date: July 30, 2008

Attest:

Rita Rowan, Controller/Secretary

MER:Engineering Services Agreement.Othon.3791-747- 1st Amendment

Attachments: Exhibit A & B

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $770,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A

SCHAUMBURG & POLK, LLC
BEAUMONT · HOUSTON · TYLER

July 30, 2008

Mr. D. Jesse Hegemier, P.E.
County Engineer
Fort Bend County
1124 Blume Road
Rosenberg, Texas 77471

Re: Ransom Road (FBC Project No. 747) Project No. 300701.12
Contract Amendment for Othon, Inc.

Dear Mr. Hegemier:

At the request of the County Judge, Othon, Inc. has submitted a fee proposal to prepare a traffic impact analysis (TIA) for the Ransom Road project. The TIA would consider traffic impacts of the existing jail, proposed jail expansion, and proposed courthouse annex complex to mobility along Ransom Road, and analyze improvement alternatives at Ransom Road's intersection with F.M. 762. The TIA will serve two purposes: first, to satisfy the City of Richmond's requirements for a TIA related to the courthouse annex complex, and second, to analyze alternatives and prepare recommendations for improvements to the Ransom Road / F.M. 762 intersection. The City of Richmond is considering financial participation in the roadway improvements (including the intersection) within their city limits.

Preparation of a TIA was not considered in the original negotiations with Othon. A contract supplement will therefore be required to add this service. They have prepared a fee estimate resulting in the need for a contract fee increase in the amount of $30,000.00. We have reviewed the scope and fee estimate, and recommend approval of the supplement.

Please call me if you have any questions.

Sincerely,

for Mark C. Dessens, P.E.
Project Manager

MCD/bl

EXHIBIT B

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 747 – RANSOM ROAD

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and OTHON, INC., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County proposes to expand Ransom Road, Project No. 747, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the "Project;" and,

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

SECTION I
SCOPE OF AGREEMENT

1.01 Engineer shall render professional services to County related to the Project as described in each executed Work Authorization, a sample of which is attached as Attachment B.

1.02 Engineer shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by engineers in similar projects. Engineer shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.

1.03 Engineer shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Engineer will promptly inform

County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project.

1.04 At the request of County, Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County.

1.05 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project, and, further, it shall prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.

SECTION II
THE ENGINEER'S COMPENSATION

2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed $740,000.00, including all reimbursable expenses.

2.02 Progress payments for authorized work detailed in Work Authorizations will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined solely by County.

2.03 Engineer shall not provide any services under this Agreement until authorized by County in writing.

2.04 Engineer shall submit invoices to County as detailed in Section 2.05 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

2.05 Engineer shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete for the Schedule of Values describing the tasks performed in all applicable Work Authorizations in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

SECTION III
TIME OF PERFORMANCE

3.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before December 31, 2009.

3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.

3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

SECTION IV
TERMINATION

4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Engineer.

4.02 Upon receipt of such termination notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

4.03 Within thirty (30) days after receipt of notice of termination, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.

4.04 County shall then pay Engineer that proportion of the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

SECTION VI
OWNERSHIP AND REUSE OF DOCUMENTS

6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.

6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.

6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written

consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.

6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.

6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permitted only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VII
PERSONNEL, EQUIPMENT, AND MATERIAL

7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.

7.02 County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined in Attachment C, Key Personnel. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

7.03 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.

7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VIII
ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY

County shall provide to Engineer copies of preliminary studies, assistance in the coordination with all utility companies and assistance in coordination with all public and governmental entities.

SECTION IX
ENGINEER'S INSURANCE REQUIREMENTS

9.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

9.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Engineer shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease, $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

B. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$1,000,000	general aggregate limit
$325,000	each occurrence, combined single limit
$325,000	aggregate Products, combined single limit
$325,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

D. Excess/Umbrella Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

9.03 County and the County Commissioners shall be named as additional insureds on all coverages required above with the exception of Workers Compensation Insurance, Employers Liability Insurance and Professional Liability Insurance. The Workers Compensation Insurance written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

SECTION X
INDEMNIFICATION

10.01 ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING,

LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE NEGLIGENT ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.

10.02 Engineer shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 10.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Engineer in the defense of each matter.

10.03 County shall timely forward to ENGINEER copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Engineer in its defense of each such matter.

10.04 ENGINEER'S DUTY TO DEFEND INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

10.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Engineer, Engineer shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.

10.06 In the event that any such matter being so defended by Engineer also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.

10.07 Engineer shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.

10.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.

10.09 Engineer's indemnification shall cover, and Engineer shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Engineer to perform the work described in this Agreement.

10.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.

10.11 Engineer shall cause all contractors and consultants who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims

for bodily injury and property damage that may arise from said contractor or consultant's operations. Such provisions shall be in form satisfactory to County.

10.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Engineer providing such insurance.

SECTION XI
DISPUTE RESOLUTION

11.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.

11.02 In the event County or Engineer desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.

11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.

11.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

XII
NOTICE

12.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Engineer at the addresses set forth below.

12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer:

William Othon, P.E., President
Othon, Inc.
11111 Wilcrest Green Drive, Suite 1280
Houston, Texas 77042

B. If to County notice must be sent to the County Project Manager:

D. Jesse Hegemier
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

12.03 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION XIII
REPORTS OF ACCIDENTS

13.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.

13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Engineer's performance of work under this Agreement.

SECTION XIV
WORK AUTHORIZATIONS

14.01 County will issue Work Authorizations using the form included in Attachment B to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.

14.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.

14.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.

14.03 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.

14.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.

14.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment A, Basis of Fee Calculation.

14.06 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.

14.07 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment A, Basis of Fee Calculation; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-

to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.

14.08 County will not pay any items of cost that are not included in an executed Work Authorization.

14.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

14.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.

14.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment B. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.

14.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of Supplemental Work Authorization, using the form attached hereto at Attachment B.

14.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.

14.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment A.

14.15 County, at its sole discretion, may accept Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.

14.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

SECTION XV
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

SECTION XVI
LIMIT OF APPROPRIATION

16.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of $740,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

16.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $740,000.00 for described scope of services in all executed Work Authorizations.

SECTION XVII
SUCCESSORS AND ASSIGNS

17.01 County and Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

17.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVIII
PUBLIC CONTACT

18.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

18.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XIX
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XX
MISCELLANEOUS

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

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

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

20.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

20.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

20.06 Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance if this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION XXI
APPENDICES

The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

Attachment A	Basis of Fee Calculation
Attachment B	Sample Work Authorization
Attachment C	Key Personnel

SECTION XXII
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Grady Prestage, Commissioner, Precinct 2 — Date: 4-22-08
Presiding Officer, Commissioners Court, April 22, 2008

Attest:

Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

D. Jesse Hegemier, Fort Bend County Engineer — Date: 4/15/08

ENGINEER: Othon, Inc.

William Othon, P.E., President — Date: 4/8/08

Attest:

Rita Rowan, Secretary

MER:Engineering Services Agreement.Othon.3791-747

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $740,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

ATTACHMENT A
BASIS OF FEE CALCULATION

Prime Consultant: Othon, Inc.

LABOR RATE

Classification	Rate
Sr. Project Manager	$58.68
QA/QC Engineer	$44.56
Project Manager	$55.29
Sr. Project Engineer	$54.99
Project Engineer	$44.56
Sr. Design Tech/EIT	$28.89
Sr. EIT	$32.96
Sr. CADD Tech	$33.99
CADD Tech	$30.00
Tech II	$28.00
Tech I	$21.52
Administrative	$24.92

OVERHEAD RATE 156.00%
OPERATING MARGIN 12%

Major Subconsultant: Lippke, Cartwright & Roberts, Inc.

LABOR RATE

Classification	Rate
Principal	$57.69
Project Manager	$36.05
Sr. Staff Engineer III	$0.00
Sr. Staff Engineer II	$0.00
Sr. Staff Engineer I	$36.05
Staff Engineer III	$0.00
Staff Engineer II	$28.33
Staff Engineer I	$0.00
Tech III	$0.00
Tech II	$0.00
Tech I	$20.00
Clerical	$13.33

OVERHEAD RATE 160.00%
OPERATING MARGIN 12%

ATTACHMENT B
B-1
WORK AUTHORIZATION NO. __
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section XIV of Professional Engineering Services Agreement entered into by and between Fort Bend County, and _ _____ (the Engineer), on the ____ day of _____, ____.

PART I. The Engineer will perform engineering services generally described as _____ _____ in accordance with the project description attached hereto and made a part of this Work Authorization. The Engineer's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A, B and C, respectively, which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $ _____. This amount is based upon fees set forth in Attachment A, Basis of Fee Calculation, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section II of the Agreement.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in the Agreement.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**FORT BEND COUNTY, TEXAS**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXIBITS

Exhibit A	Scope of Work
Exhibit B	Labor Estimate
Exhibit C	Schedule

ATTACHMENT B
B-2
SUPPLEMENTAL WORK AUTHORIZATION NO. ___
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of hereinafter identified as the "Agreement," entered into by and between Fort Bend County, and _____ (the Engineer).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No.____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

FORT BEND COUNTY, TEXAS

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

ATTACHMENT C
KEY PERSONNEL

F. William Othon, P.E. - Principal

James Darden, P.E. - Project Manager

Ruperto Arismendez, P.E. - Project Engineer

Bernard Murphy, P.E. - Project Engineer (subconsultant)

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 30, 2008
Court Agenda Date: August 6, 2008
Submitted By: Jacque Burgess
Department: Facilities Management & Planning
Phone Number: 281/633-7017

SUMMARY OF ITEM: Take all appropriate action to ratify termination of lease between Fort Bend County and Mellon Real Estate, Inc. for 117 Lane Drive, Suite 27, Rosenberg, Texas for the relocation of the Justice of the Peace Precinct 1, Place 2 Office to the new Precinct 1 Facility on Ransom Road.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to gspindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3964)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Please approve.

Special Handling Requested (specify):

Jul-30-2008 11:41 AM FACILITIES MGMT AND PLANNING 2816337022

COUNTY ATTORNEY

Fort Bend County, Texas

ROY L. CORDES, JR.
County Attorney

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

July 31, 2008

Sidney Mellon, President
Mellon Real Estate, Inc.
4709 Ave. H
Rosenberg, Texas 77471

Re: Lease dated September 30, 2003 between Fort Bend County and Mellon Real Estate, Inc. ("Lease")

Dear Mr. Mellon:

This office has been requested to provide you with Fort Bend County's written notice to terminate the Lease as of the close of business on July 31, 2008. There will be less than 12 months remaining on the original term of the lease. By its terms, Addendum A, Paragraph 2, the Lease requires the payment of an early termination penalty of $25,000, which is herewith enclosed.

Fort Bend County understood from the inspection meeting of the leased space on July 15, 2008, that no walls or other construction elements were to be removed. Those furnishings that we advised you would be removed, have already been removed, or will be moved by the moving company on July 31, 2008.

If you have any questions or need additional information please call Don Brady, Director of Fort Bend County Facilities Management & Planning @ 281-633-7018.

Very truly yours,

Roy Cordes, Jr.
County Attorney

Enclosure

cc: Commissioner Tom Stavinoha
Commissioner James Patterson
Mr. Don Brady

/lj:i/Mellon Termination Letter:3666

32B

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 30, 2008	**Submitted By: Jacque Burgess**
	Department: Facilities Management & Planning
Court Agenda Date: August 6, 2008	**Phone Number: 281/633-7017**

SUMMARY OF ITEM: Approve Agreement for Phase 2 – Post Bond Election Architectural Services with Pierce Goodwin Alexander and Linville in an amount not to exceed $3,604.000.00 for Basic Architectural Services and $46,000.00 for Reimbursable Expenses. Judicial Complex Facility Bond Project.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Fund: Judicial Complex 100687888-P687-08JCOMPLEX

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3964)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Please approve.

Special Handling Requested (specify):

8-13-08 Orig. ret. to Jacque at Facilities

Jul-30-2008 11:30 AM FACILITIES MGMT AND PLANNING 2816337022

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PHASE 2 - POST BOND ELECTION ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF FORT BEND, a political and legal subdivision of the State of Texas (hereinafter referred to as "COUNTY,") and PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL), with offices located at 5555 San Felipe, Suite 1000, Houston, Texas 77056 (hereinafter referred to as "ARCHITECT,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about November 6, 2007, the parties entered into an "Agreement for Professional Programming Validation, Planning and Design Services" for Phase 1 - Pre-Bond Election Services for the proposed Fort Bend County Judicial Complex to be constructed in Richmond, Texas, hereinafter referred to as "Phase 1 Agreement;" and,

WHERAS, services provided by ARCHITECT for Phase 1 of the Project have been completed; and,

WHERAS, pursuant to Section 2.04 of the Phase 1 Agreement, the parties at this time set forth the agreement for Phase 2 – Post Bond Election Services, hereinafter referred to as "Phase 2 Agreement," and,

WHEREAS, ARCHITECT has agreed to provide such professional services described in its Scope of Services and Fee Proposal dated May 27, 2008, attached hereto as "Exhibit A" and incorporated by reference herein as if set forth verbatim for all purposes, for architectural services for the Fort Bend County Judicial Complex, hereafter known as the "Project," for the compensation provided herein; and

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein contained, COUNTY and ARCHITECT do hereby contract as follows. The Phase 1 Agreement is hereby amended as follows for Phase 2 – Post Bond Election Services for the Project. This Phase 2 Agreement hereby amends the Phase 1 Agreement referenced above.

ARTICLE I
DEFINITIONS

1.01 (a) ARCHITECT - means Pierce Goodwin Alexander & Linville (PGAL) and their consultants as described in their Scope of Services and Fee Proposal dated May 27, 2008.

(b) ARCHITECT'S TEAM – means PGAL, Walter P. Moore & Associates, Jacobs/Carter & Burgess, Latta Technical Consultants, and Knudson & Associates. ARCHITECT shall designate a representative in writing to COUNTY REPRESENTATIVE, authorized to act on behalf of ARCHITECT.

(c) DESIGN TEAM - means ARCHITECT, the COUNTY's Construction Manager (hereafter the "CM"), COUNTY REPRESENTATIVE and an appointed member of the Council of Judges.

(d) COUNTY REPRESENTATIVE - means the individual appointed by Commissioners Court to facilitate and coordinate Project issues, namely, the Director of Facilities Management and Planning or his written designee. COUNTY REPRESENTATIVE shall provide written instructions to ARCHITECT detailing the process by which communication(s) shall be conducted. ARCHITECT shall comply with any written instructions by COUNTY REPRESENTATIVE until they are revoked and/or amended in writing.

(e) Commissioners Court – means the Fort Bend County Commissioners Court, the governing body of Fort Bend County, Texas.

(f) DAY - means the calendar day, unless otherwise specifically designated.

(g) PROJECT - means the total design and construction administration of the Fort Bend County Judicial Complex on Ransom Road, Richmond, Fort Bend County, Texas 77469. The scope of the project includes design and project administration for:

> Construction of a new, approximately 225,000 GSF building to include all district, county and other special courts, jury assembly, district attorney, district and county clerks and support spaces for courtrooms, including an underground tunnel connection to the existing jail facility and a new parking structure. Project scope shall include all necessary site development including utilities and all general construction.

(h) CONTRACT TIME – means the period of time established for completion of the Project as evidenced by the issuance of the Final Certificate of ARCHITECT, the completion of As-built drawings and installation of FFE. Contract Time commences upon the COUNTY'S issuance of a Notice to Proceed.

(i) CONSTRUCTION COST – shall include the cost at current market rates of labor and materials furnished by COUNTY and equipment designed, specified, selected or specially provided for by ARCHITECT, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit.

(j) CONTRACT DOCUMENTS – shall consist of the Agreement for Architectural Services, the Commissioners Court Design Development Documents, the Construction Manager Agreement, Construction Documents, Construction Document Change Orders, ARCHITECT'S Scope of Services and Fee Proposal dated May 27, 2008, and any other Change Order thereto that together form the entire integrated agreement between COUNTY and the Construction Manager.

(k) CONTRACT SUM – means the Construction Cost described in the approved Guaranteed Maximum Price approved by the Commissioners Court

1.02 Capitalized terms used in this Agreement, other than those specifically defined in Article 1.01,

shall have the meanings ascribed to them in the Construction Management Agreement, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

ARTICLE II
ARCHITECT'S SERVICES

2.01 **Basic Services**

(a) ARCHITECT'S Basic Services consist generally of the phases described below and include the architectural services and structural, security, signage/graphics, furniture, fixtures, equipment, mechanical, plumbing, electrical and civil engineering and landscape design services, materials and colors, for the Project within the limits COUNTY has budgeted as provided herein and in accordance with the highest standard of care required of other architects on similar projects. This shall include, but not be limited to, ARCHITECT'S employment of sufficient qualified personnel and consultants to fully and timely accomplish the services promised and agreed to in this Agreement. COUNTY shall furnish a site survey showing property lines, topography, existing improvements, utilities and other available information that may be needed for complete site design.

(b) ARCHITECT shall use its best efforts and endeavor to perform all its professional services agreed hereunder in a manner satisfactory and acceptable to COUNTY, in keeping with the professional standard of care provided by architects in similar projects. ARCHITECT'S Working Drawings and Specifications for the Project shall be suitable for their intended use and shall include plans and profiles necessary to tie all Project water, sewer, gas and storm drainage lines into adjacent existing lines and facilities, as authorized and approved by the City of Richmond. Extending utilities not located on a street directly adjacent to the site or enlarging existing utilities to requirements of this facility, which may be necessitated, shall be extended or enlarged by separate agreement and not as a part of this Project.

(c) ARCHITECT'S Working Drawings and Specifications for the Project shall meet applicable federal, state, and local codes in effect at the time construction documents are complete. ARCHITECT shall endeavor to secure all governmental approvals in conjunction with COUNTY, except that no waiver shall be requested of any code, standard or specification by ARCHITECT without the prior written consent of COUNTY REPRESENTATIVE.

(d) ARCHITECT, as part of Basic Services, shall perform all of the architectural and engineering services required for the proper construction of the Project. The term "Basic Services" as used herein shall mean and include, but not be limited to, the following services:

(1) The design of all site, site development, foundation, structural roof, exterior wall, exterior finish, interior wall, interior finish, sanitary, electrical, plumbing, heating, ventilating, air conditioning, fire protection, signage, graphics, security, landscaping, drainage and other work necessary to be performed in order to construct the Project.

(2) The design of all systems, including without limitation the electrical, plumbing, heating, ventilating, air conditioning, fire protection, and security.

(3) The determination of the availability to the Project of water, telephone, gas, electricity, wastewater and other required utilities.

(4) The advising of COUNTY with respect to the use of materials and equipment to be incorporated into the Project, with respect to the obtaining of cost savings through the use of alternate materials and equipment for the Project and with respect to the evaluation of electrical, plumbing, heating, ventilating, air conditioning, and fire protection, security and other systems to be incorporated into the Project.

(5) The preparation of all drawings, specifications and other documents necessary for the construction of the Project and of all schedules and other documents necessary in connection with the phasing of the construction of the Project and the eliciting of alternative competitive bids with respect to the construction of the Project

(6) The advising of COUNTY with respect to the classifications of construction work included in each aspect of the Project and with respect to the trades required for the construction of each aspect of the Project.

(7) The advising and preparation as provided for in Article 2.04 of COUNTY with respect to the preparation of bidding documents necessary for the construction of the project by the CM.

(8) The providing to COUNTY of estimates of the probable construction cost of various portions of the Project, along with the CM, in detail sufficient to permit COUNTY to evaluate proposals received for the construction of various portions of the Project.

(9) The participation in meetings with COUNTY and CM in order to advise in the coordination of the construction of the Project.

(10) The observation and administration of the construction process as specifically set forth in Article 2.05.

(11) The preparation and evaluation of proposed change orders with respect to the construction of the Project.

(12) The review and approval for design intent of all Shop Drawings, Product Data and Samples submitted to ARCHITECT for conformity with design concepts developed by ARCHITECT.

(13) The preparation of drawings, specifications and other documentation and supporting data, evaluating CM's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

(14) The recommendation of such investigations of existing conditions as may be necessary in order to enable ARCHITECT to perform the Basic Services required hereunder to be performed by ARCHITECT.

(15) The providing of assistance in the initial testing, adjusting and balancing of all equipment and systems incorporated into the Project.

(16) The provision of services to COUNTY with respect to the correction of any defective or nonconforming work incorporated into the construction of the Project. Under certain circumstances, COUNTY REPRESENTATIVE may authorize Additional Services of ARCHITECT with respect to the correction of defects and/or nonconforming work.

(17) The preparation of a set of reproducible record drawings showing the Project as constructed and based upon marked-up prints, As-built drawings provided by the CM, and other information furnished to ARCHITECT. This information must be delivered on a computer disc in a version compatible with AutoCad 2007.

(18) All submittals shall be in both hard copy and electronic format compatible with COUNTY'S systems. For each submittal, ARCHITECT shall provide four (4) copies of drawings and/or other documents which illustrate the scale and relationship of the Project components. All plans and drawings shall be prepared and submitted by ARCHITECT to COUNTY for approval on a minimum 24-inch by 36-inch drafting sheet, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size.

(19) Project team members shall utilize "E-Project" or another acceptable program as the Project Management web-based communications and document control system.

(e) ARCHITECT shall perform, as part of Basic Services, any and all architectural and/or engineering services reasonably required in order to accomplish fully the tasks required to be performed hereunder by ARCHITECT as part of Basic Services. The entire compensation of the ARCHITECT for the performance hereunder of Basic Services, including any and all compensation in respect to costs or expenses incurred by ARCHITECT in the performance hereunder of Basic Services, shall be the Basic Compensation set forth in Article V and any Reimbursable Expenses payable to ARCHITECT in respect to the performance hereunder of Basic Services as set forth in Article IV. ARCHITECT acknowledges that, in order to obtain the approval of COMMISSIONERS COURT in respect to various matters pertaining to the design and construction of the Project, ARHCITECT may have to make multiple presentations to various boards, agencies and public groups and ARCHIECT agrees that the making of any and all such presentations is part of Basic Services.

(f) ARCHITECT'S Basic Services shall be in accordance with the Project Timeline, as Summarized below and attached hereto as Exhibit B as if set forth herein verbatim, except as adjusted for approved extensions, if any. ARCHITECT shall not be penalized for delays in this schedule beyond control or delays occasioned by action or inaction by Commissioners Court.

(1) Construction Document Phase
Complete 11/17/2008

(2) Bid/Negotiate Phase
Complete 1/21/2009

(3) Construction Phase
Complete 10/20/2010

2.02 Additional Services

(a) The services described in this Article are not included in Basic Services and they shall be paid for by COUNTY as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Articles 2.02.1 and 2.02.3 shall only be provided if authorized or confirmed in writing by Commissioners Court. If services described under Contingent Additional Services in Article 2.02.2 are required due to circumstances beyond ARCHITECT'S control, ARCHITECT shall notify COUNTY prior to commencing such services. If Commissioners Court deems that such services described under Article 2.02.2 are not required,

COUNTY REPRESENTATIVE shall give prompt written notice to ARCHITECT. If COUNTY REPRESENTATIVE indicates in writing that all or part of such Contingent Additional Services are not required, ARCHITECT shall have no obligation to provide those services and the COUNTY shall not have any obligation to pay any fee.

(b) Any Additional Services which might be necessary in connection with the design of the Project shall be performed by ARCHITECT under this Agreement upon the written request of COUNTY REPRESENTATIVE, provided that, upon being requested hereunder by COUNTY to perform any such Additional Services, ARCHITECT shall promptly advise COUNTY of the amount of any estimated increase in the Compensation of ARCHITECT and/or any increase in the estimated costs of the construction of the Project resulting from such Additional Services and of the effect, if any, of such Additional Services upon the date for completion of Basic Services required hereunder to be performed by ARCHITECT and provided that, before any such Additional Services shall be commenced by ARCHITECT, COUNTY REPRESENTATIVE shall have approved in writing both the amount of any estimated increase in the Compensation of ARCHITECT resulting from any such Additional Services and the effect of any such Additional Services upon the date for completion of Basic Services required hereunder to be performed by ARCHITECT. Notwithstanding anything to the contrary set forth in this Agreement, COUNTY may, in its sole discretion, choose to secure additional services from sources other than ARCHITECT and/or outside of this Agreement.

(c) The compensation of ARCHITECT shall be increased, subject to an approved written design change order, as approved by Commissioners Court, on account of Additional Services performed hereunder by ARCHITECT and COUNTY shall pay ARCHITECT, as compensation for such Additional Services, an amount equal to the aggregate of the following sums:

(1) An amount equal to a negotiated lump sum or at the hourly rate for personnel of ARCHITECT, including without limitation architects, engineers, designers, draftsmen and specification writers, for the time actually spent by such personnel in performing Additional Services under this Agreement.

(A) For purposes of calculating the amount of any payment for Additional Services, personnel of ARCHITECT shall not include persons stationed or engaged off the site of the Project in general administrative work, such as office managers, secretaries, switchboard operators and/or clericals, and the base hourly rate applicable to personnel of ARCHITECT shall not exceed the following base hourly rates, which include all markups for overhead, burden, fees, etc. Hourly rates listed below may be increased at the request of ARCHITECT at an amount not to exceed five percent (5%) of Institute Of Management and Administration architectural service rates of Houston, Texas, on January 1, 2008 and January 1, 2009, respectively, as authorized by COUNTY:

Director	$195 per hour
Principal	$190 per hour
Project Manager	$185 per hour
Senior Project Architect, Designer, Engineer	$180 per hour
Project Architect, Designer, Engineer	$175 per hour

Architect, Designer, Engineer	$160 per hour
Assistant Architect, Designer, Engineer	$125 per hour
Intern/Space Planner	$125 per hour
Junior Designer/Assistant Space Planner	$100 per hour
Construction Administration	$85 per hour
Construction Inspector	$170 per hour
Senior Administration	$100 per hour
Administration	$80 per hour

(2) An amount equal to the amounts paid or payable by ARCHITECT to Consultants approved by COUNTY REPRESENTATIVE for all Additional Services performed by such Consultants under this Agreement.

(3) An amount equal to other expenses incurred by ARCHITECT in performing Additional Services under this Agreement if and to the extent such expenses are approved in writing by COUNTY REPRESENTATIVE.

(d) The Compensation of ARCHITECT shall be increased on account of Additional Services performed hereunder by ARCHITECT as set forth in Article II, provided however that, notwithstanding the actual cost of any such Additional Services, the Compensation of ARCHITECT shall not be increased on account of any Additional Services performed hereunder by ARCHITECT by an amount greater than the estimated increase in the Compensation of ARCHITECT given to COUNTY with respect to such Additional Services.

2.02.1 Project Representation Beyond Basic Services:

(a) If more extensive representation at the site than is described in Article 2.05(d) is required, ARCHITECT shall provide one or more additional personnel ("Project Representatives") to assist in carrying out such additional on-site responsibilities.

(b) Project Representatives shall be selected, employed and directed by ARCHITECT, and ARCHITECT shall be compensated therefor as agreed by COUNTY and ARCHITECT. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed, as attached to this Agreement as Exhibit B.

(c) Through the presence at the site of such Project Representatives, ARCHITECT shall endeavor to provide further protection for COUNTY against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of ARCHITECT as described elsewhere in this Agreement.

2.02.2 Contingent Additional Services

(a) Making revisions in drawings, specifications or other documents when such revisions are:
(1) inconsistent with approvals or instructions previously given by COUNTY, including revisions made necessary by adjustments in COUNTY Program or Project budget;
(2) required by the enactment or revision of codes, laws or regulations subsequent to the

preparation of such documents; or
(3) due to changes required as a result of COUNTY failure to render decisions in a reasonably timely manner.

(b) Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, COUNTY schedule, or the method of bidding or negotiating and contracting for construction.

(c) Providing services in connection with evaluating substitutions proposed by the CM and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

(d) Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

(e) Providing services made necessary by the default of CM, by major defects or deficiencies in the Work of CM, or by failure of performance of either COUNTY or CM under the Contract for Construction.

(f) Providing services in evaluating an extensive number of claims submitted by CM or others in connection with the Work, provided however that, if and to the extent that any such claims arise out of or are the result of any negligent or wrongful act or omission of ARCHITECT and/or any failure by ARCHITECT to perform Basic Services and/or Additional Services subject to and in accordance with the terms and provisions set forth in this Agreement, such services shall be included in Basic Services required to be performed hereunder by ARCHITECT and shall not be treated hereunder as a Contingent Additional Service or Optional Additional Service.

(g) Providing services in connection with a dispute resolution proceeding or a legal proceeding except where ARCHITECT is party thereto, provided however, that if ARCHITECT is a party to any such proceeding and/or if and to the extent that any such proceeding arises out of, is the result of or involves as an issue any negligent or wrongful act or omission of ARCHITECT and/or any failure by ARCHITECT to perform Basic Services and/or Additional Services subject to and in accordance with the terms and provisions set forth in this Agreement, such services shall be included in Basic Services required to be performed hereunder by ARCHITECT and shall not be treated hereunder as a Contingent Additional Service or Optional Additional Service.

(h) Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, not specified in Article 2.01(d).

2.02.3 Optional Additional Services

(a) Providing analyses of COUNTY needs and programming the requirements of the Project.
(b) Providing financial feasibility or other special studies.
(c) Providing planning surveys, site evaluations or comparative studies of prospective sites.
(d) Providing special surveys, environmental studies and submissions required for approvals of

governmental authorities or others having jurisdiction over the Project.

(e) Providing services relative to future facilities, systems and equipment.

(f) Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

(g) Providing services to verify the accuracy of drawings or other information furnished by the COUNTY.

(h) Providing detailed quantity surveys or inventories of material, equipment and labor.

(i) Providing analyses of owning and operating costs.

(j) Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

(k) Providing services after issuance to COUNTY of the Final Certificate for Payment, or in the absence of a Final Certificate for Payment, more than 60 days after the date of the completion of construction as shown on the initially approved construction schedule submitted by CM (adjusted for weather days) plus 60 additional days, for work the result of which is not from fault, action, or inaction on the part of ARCHITECT.

2.03 **Construction Documents Phase**

(a) ARCHITECT shall prepare from the approved Design Development Documents Working Drawings and Specifications setting forth in detail the requirements of the Project, including the necessary bidding information. COUNTY REPRESENTATIVE shall assist ARCHITECT in drafting Special Conditions of the Contract. ARCHITECT will compile a Project manual including the Conditions of the Contract, Bidding Documents and Specifications. The COUNTY form of Contract as developed between COUNTY, COUNTY REPRESENTATIVE and CM may, if applicable, be utilized. ARCHITECT shall submit a completed Handicapped Accessibility Statement of Intent (form BC-30057-8), one (1) copy of each of said documents, and any other documents required to the State Purchasing and General Services Commission, Elimination of Architectural Barriers Division Center Service Building, Room 204, 1711 San Jacinto, Austin, Texas 78701, or its successor, and shall apply for the approval of the State Purchasing and General Services Commission prior to submittal of Construction Documents to COUNTY for approval. COUNTY will be responsible for all fees required by reviewing agencies.

(b) CM will be required to prepare a statement of probable construction cost based on the Construction Documents. Should CM'S statement of probable construction cost exceed Project budget, ARCHITECT shall work with CM and COUNTY REPRESENTATIVE and make changes to bring the Project into the budget, and CM in conjunction with ARCHITECT shall present COUNTY with the appropriate cost reduction options prior to completion of the construction document phase.

(c) Should ARCHITECT be required to produce bidding alternates (additive or deductive) (other than those required by the Project scope) when CM's cost estimate is within the Project budget, ARCHITECT shall be compensated for the work involved in these alternates as additional services.

(d) ARCHITECT shall submit, pursuant to Article 2.01(d)(17), Proposed Construction Documents to the COUNTY REPRESENTATIVE for review and official approval by the

Commissioners Court for the construction of the Project, and within the agreed Project Timeline, as detailed in Article 2.01(f). Following approval, ARCHITECT shall provide to COUNTY at said time, the following items:

(1) Tracing of the Project Title Sheet, signed by ARCHITECT, with seal affixed. (This tracing shall be returned to COUNTY REPRESENTATIVE to print Contract Documents when the signatures of COUNTY officials have been properly affixed);

(2) Three (3) unbound copies of approved specifications for use with subsequent binding of the signed construction contracts. Contract Documents shall be subject to the approval of the Fort Bend County Attorney's Office; and,

(3) A complete set of reproducible drawings with seal affixed.

(e) ARCHITECT will submit, not later than the end of each month, a statement, in triplicate, to COUNTY REPRESENTATIVE for payment of the percentage of work done during the previous month, during this phase of the Contract. Sixty Percent (60%) of the Basic Services Fee shall be authorized for this phase of the work.

2.04 **Bidding Process**

(a) Each bid phase will be identified by DESIGN TEAM and all statutory bidding requirements regarding CM delivery method will be complied with by ARCHITECT.

(b) ARCHITECT shall, subject to the approval of COUNTY and as part of Basic Services, prepare bidding documents for separate items as requested by COUNTY. Distribution will be paid for by CM.

(c) ARCHITECT shall participate in pre-bid conferences, including on-site visits as required, to facilitate bidders' understanding of the Construction Documents, the various on-site conditions, and the coordination and scheduling requirements conducted by COUNTY REPRESENTATIVE and CM for the benefit of all bidders, it being specifically understood that these conferences shall be a forum for the COUNTY, COUNTY REPRESENTATIVE, CM and ARCHITECT to present the Project parameters to the bidders, including information concerning scheduling requirements, time/cost control requirements, access requirements, administrative requirements and technical information regarding the Project.

(d) Upon receipt of bids, ARCHITECT shall assist COUNTY, COUNTY REPRESENTATIVE and CM where necessary to evaluate the bids for completeness, responsiveness and price, including alternate prices and unit prices. In connection with such evaluation, ARCHITECT shall assess the impact of bid prices on Construction Cost and shall make appropriate budget recommendations to COUNTY based upon the bids received for the purpose of keeping the construction of the Project within COUNTY Project budget.

(e) As stated previously, it shall be the responsibility of ARCHITECT to work with COUNTY REPRESENTATIVE and CM to ensure that the line item budgets are met through competitive bidding to the point that if exceeded, adjustments to the Agreement scope of work shall be made

until these budgets are met throughout the entire Project. Additionally, ARCHITECT shall provide coordination of construction performed by separate contractors or by COUNTY's own forces and coordination of services required in connection with construction performed and equipment supplied by COUNTY.

(f) ARCHITECT will submit, not later than the end of each month, a statement, in triplicate, to COUNTY REPRESENTATIVE for payment of the percentage of work done during the previous month, during this phase of the Contract. Eight Percent (8%) of the Basic Services Fee shall be authorized for this phase of the work.

2.05 **Construction Phase - Administration of the Construction Contract(s)**

(a) The Construction Phase will commence with the award of the first construction contract or purchase order and will terminate sixty (60) days after acceptance by COUNTY of the Project as described herein. It is understood, however, that ARCHITECT shall continue to assist COUNTY in correction of defects in Project materials and workmanship, resolution by the Trade Contractors of defects in Project materials and workmanship, and resolution of Project-related claims and disputes, but in no case past one year after Final Completion of the Project. Acceptance of the Project by COUNTY shall be deemed to have occurred upon the occurrence of the following events: (i) the issuance by ARCHITECT of a certificate of substantial completion of the Project; and (ii) the issuance by the appropriate governmental authority of a certificate of occupancy for the Project; and (iii) the commencement of beneficial occupancy of the Project by COUNTY or persons or entities claiming under COUNTY.

(b) When requested by COUNTY, ARCHITECT will render interpretations necessary for the proper execution or progress of the work with reasonable promptness as required by the demands of the Project.

(c) ARCHITECT will keep COUNTY and COUNTY REPRESENTATIVE informed in writing, of the progress of the Project, on a monthly basis, during the Construction Phase; and after issuance of a work order to proceed with the work, all of COUNTY'S instructions to CM will be issued through COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE. Instructions which modify the drawings and specifications shall be issued by ARCHITECT to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE.

(d) ARCHITECT shall provide, during construction, on-site construction observation, visiting the site once each week, at a minimum, to generally familiarize itself with the progress and quality of the completed work, and to determine if the work is proceeding in such a way as when it is complete it will be in accordance with the Contract Documents. ARCHITECT shall not, however, be required to make continuous on-site inspections to check the work. Field Reports of each visit shall be prepared by ARCHITECT and submitted to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, by the 10th of each month. ARCHITECT shall submit a report which shall constitute a representation by ARCHITECT to COUNTY, based on observations at the site that to the best of ARCHITECT'S knowledge, information and belief, the quality of the completed work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole upon substantial

completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Project completion, and to any specific qualifications stated in ARCHITECT'S report).

(e) ARCHITECT shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard COUNTY against defects and deficiencies in the completed work (consistent with Paragraph (d) above) of CM and the Trade Contractors. ARCHITECT shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the work. However, ARCHITECT will promptly inform COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, whenever defects and deficiencies in the completed work are observed, or when any observed actions or omissions are undertaken by CM or the Trade Contractors which are not in the best interest of COUNTY and the Project.

(f) ARCHITECT shall have authority through COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, to reject work which does not conform to the Contract Documents, it being understood that no such action will be taken without the prior consultation with COUNTY for such work rejection. ARCHITECT shall make recommendations on all claims and disputes among COUNTY, CM and the Trade Contractors relating to the execution and progress of the work or the interpretation of the Contract Documents, based upon such review and analysis by ARCHITECT as may reasonably be required. In the event of litigation, where ARCHITECT is named as an additional party with COUNTY, such assistance will include the availability of knowledgeable witnesses in the employ of ARCHITECT for expert testimony.

(g) ARCHITECT shall review shop drawing, samples and other submissions of the contractor for conformance with the design concept of the Project and with the information given in the Contract Documents.

(h) ARCHITECT shall prepare Change Orders to the construction contract, and provide copies in accordance with Section 2.01(d)(17). Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Change Orders shall be submitted through COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, for approval by COUNTY REPRESENTATIVE and Commissioners Court.

(i) ARCHITECT shall assist COUNTY in conducting inspections to determine the date of Final Completion, shall receive written guarantees and related documents assembled by CM for submittal with the Final Certificate for Payment, and shall prepare and present a Final Certificate of Payment to COUNTY REPRESENTATIVE for COUNTY approval and payment. In addition, ARCHITECT shall make an inspection of the Project at least thirty (30) days before expiration of the one (1) year Warranty.

(j) ARCHITECT shall attend regularly scheduled progress meetings as required by COUNTY at a site to be selected by COUNTY in Richmond, Texas, with CM and COUNTY

REPRESENTATIVE. Minutes of these meetings shall be prepared by CM with copies submitted to all attendees and COUNTY REPRESENTATIVE.

(k) ARCHITECT shall have authority, through COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, to recommend minor changes in the, design/construction documents consistent with the Contract Documents, and not involving an adjustment in the price or an extension of the Project Schedule. Such changes shall be accomplished by Change Directive. In addition, ARCHITECT may issue written clarifications to written requests for information which interpret the Plans and Specifications, with copies submitted to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE.

(l) ARCHITECT shall prepare and deliver to COUNTY REPRESENTATIVE a set of reproducible and standard electronic format Record Construction Drawings and Record Construction Specifications showing significant changes in the work during the construction process and final location of mechanical and electrical service lines and outlets and of water, sewer, gas and storm drainage lines based upon marked-up prints of drawings and other data furnished by CM to ARCHITECT.

(m) ARCHITECT will submit, not later than the end of each month, a statement, in triplicate, to COUNTY REPRESENTATIVE for payment of the percentage of work done during the previous month, during this phase of the Contract. Thirty-Two Percent (32%) of the Basic Services Fee shall be authorized for this phase of the work.

2.06 **Certificates for Payment**

(a) ARCHITECT shall review and certify the amounts due CM and shall issue certificates in such amounts.

(b) ARCHITECT'S certification for payment shall constitute a representation to COUNTY, based on ARCHITECT'S evaluation of the Work as provided in Article 2.05(d) and on the data comprising the Contractor's Application for Payment, that the Project has progressed to the point indicated and that, to the best of ARCHITECT 'S knowledge, information and belief, the quality of the Project is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Project for conformance with the Contract Documents upon Final Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by ARCHITECT.

(c) The issuance of a Certificate for Payment shall not be a representation that ARCHITECT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Project, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by COUNTY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose CM has used money previously paid on account of the Contract Sum.

(d) ARCHITECT shall have authority to reject Work that does not conform to the Contract

Documents. Whenever ARCHITECT considers it necessary or advisable, ARCHITECT shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of ARCHITECT to CM, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

(e) ARCHITECT shall review and approve or take other appropriate action upon the contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. ARCHITECT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of COUNTY, CM or separate contractors, while allowing sufficient time in ARCHITECT'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CM as required by the Contract Documents. ARCHITECT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by ARCHITECT, of any construction means, methods, techniques, sequences or procedures. ARCHITECT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(f) The normal period for the review by ARCHITECT of Shop Drawings, Product Data, Samples and other documents and information submitted by CM in connection with the Project shall not be longer than ten business days from the date of receipt at the offices of ARCHITECT, unless such period is extended by COUNTY and/or unless CM fails to make such submittals in a timely fashion in accordance with a reasonable submittal schedule to be developed by CM and approved by COUNTY REPRESENTATIVE, provided however that, whenever any such submittals are reasonably required by COUNTY and/or any representatives of COUNTY to be reviewed by ARCHITECT on an accelerated basis, the review period shall not be any longer than that reasonably required by ARCHITECT to perform such review and, in any event, shall not be longer than five business days and further provided however that, if the CM fails to make such submittals in a timely fashion as set forth hereinabove and such submittals are not reasonably required by COUNTY and/or any representatives of COUNTY to be reviewed by ARCHITECT on an accelerated basis, the review period shall not be any longer than that reasonably required by ARCHITECT to perform such review and, in any event shall not be more than ten business days. The normal period for the review by ARCHITECT of requests for clarification submitted by CM, COUNTY REPRESENTATIVE or COUNTY in connection with the Project shall not be longer than five business days unless such period is extended by COUNTY or COUNTY REPRESENTATIVE, provided however that, whenever any such requests are reasonably required by COUNTY and/or any representatives of COUNTY to be reviewed by ARCHITECT on an accelerated basis, the review period shall not be any longer than that reasonably required by ARCHITECT to perform such review and, in any event, shall not be longer than twenty-four hours. When any request for clarification submitted by or on behalf of CM, COUNTY REPRESENTATIVE or COUNTY requires that a change be made in the Drawings and/or the Specifications, the change to the Drawings and/or the Specifications shall be made by ARCHITECT within ten calendar days after the change in the work has been defined and the

notification by COUNTY to ARCHITECT to proceed with the making of such change.

(g) If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of CM by the Contract Documents, ARCHITECT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to ARCHITECT. ARCHITECT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

(h) ARCHITECT shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by ARCHITECT as provided in Article 2.02 and 2.02.2, for COUNTY approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

(i) ARCHITECT shall conduct inspections to determine the date or dates of Final Completion and shall receive from CM and forward to COUNTY, for COUNTY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a Final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. ARCHITECT shall, in conjunction with COUNTY, make determinations as to whether all or significant portions of the construction of the Project are complete and shall notify CM of any observed incomplete or defective work incorporated into the Project. When incomplete or defective work has been remedied by CM, ARCHITECT shall advise COUNTY of the acceptability and completeness of all or significant portions of the Project and shall issue a Certificate of Final Completion pertaining to the construction of the Project. ARCHITECT shall, in conjunction with COUNTY and after the correction of all punch list items, make a final inspection of the Project and shall make a report to COUNTY which will indicate whether ARCHITECT finds the construction of the Project to be acceptable and in accordance with the Contract Documents and relevant Project data. ARCHITECT shall, in conjunction with CM, COUNTY REPRESENTATIVE and COUNTY, participate in the check-out and starting of all utilities and operating systems incorporated into the Project. ARCHITECT shall assist CM by providing schematic electronic drawings and specifications for CM to provide appropriate operational charts relating to mechanical and electrical systems for posting in mechanical equipment rooms located in the Project. ARCHITECT shall provide evaluation services during the one-year period after Final Completion of construction of the Project for the purpose of assisting COUNTY in determining the cause of and potential solutions for any significant Project problems and finding a solution to such problems. ARCHITECT shall conduct at least one follow-up inspection of the Project within the year following the aforementioned one-year period to verify that all defective and/or non-conforming work incorporated into the construction of the Project has been properly corrected. ARCHITECT shall assist COUNTY REPRESENTATIVE and CM in their role to ensure that the Project Final Completion dates set forth on this Project have been accomplished within the time frames and schedules set.

(j) ARCHITECT shall interpret and decide matters concerning performance of CM under, and requirements of, the Contract Documents on written request of either COUNTY

REPRESENTATIVE or CM. ARCHITECT's response to such requests shall be made in writing with in any time limits agreed upon or otherwise with reasonable promptness.

(k) Interpretations and decisions of ARCHITECT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, ARCHITECT shall endeavor to secure faithful performance by both COUNTY and CM, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

(l) ARCHITECT shall render initial decisions on claims, disputes or other matters in question between COUNTY and CM as provided in the Contract Documents. However, ARCHITECT decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents unless COUNTY shall object to and/or overrule any such decisions.

(m) ARCHITECT 'S decisions on claims, disputes or other matters in question between COUNTY and CM, except for those relating to aesthetic effect as provided in Article 2.06(l), shall be subject to mediation as provided in this Agreement and in the Contract Documents. All parties shall be responsible for their costs associated with any mediation, in addition to one-half (1/2) of the cost of any mediator.

ARTICLE III
FIXED LIMIT OF TOTAL BUDGETED CONSTRUCTION COST, FURNITURE, FIXTURE AND EQUIPMENT AND INFORMATION TECHNOLOGY COSTS

3.01 The fixed limit of Construction Costs for this Project is FIFTY-FOUR MILLION ($54,000,000); furniture, fixture and equipment of FOURMILLION, EIGHT HUNDRED FIFTY THOUSAND DOLLARS ($4,850,000.00); underground tunnel to existing jail of TWO MILLION, SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($2,750,000.00); and a new 260 car parking structure valued at FOUR MILLION DOLLARS ($4,000,000.00), for a total cost of these budgeted items of SIXTY-FIVE MILLION, SIX HUNDRED THOUSAND DOLLARS ($65,600,000.00). These amounts are established as conditions of this Agreement, and shall provide the basis for ARCHITECT'S design decisions. ARCHITECT, in consultation with COUNTY, COUNTY REPRESENTATIVE and CM, shall determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and will make reasonable adjustments in the scope of the Project to bring it within the fixed limit, provided that no changes are made in the approved program. With COUNTY approval, ARCHITECT may also include in the Contract Documents alternate bids to adjust the construction cost to the fixed limit.

3.02 If the lowest responsible bid or bids is within the fixed limit of Construction Cost for the Project and CM's latest detailed estimate of Construction Cost is still less than the fixed limit of Construction Cost for the Project established as a condition of this Agreement, COUNTY shall pay ARCHITECT fees for Basic Services through the Construction Document Phase in accordance with this Agreement.

3.03 If the fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the COUNTY shall: (1) give written approval of an increase in such fixed limit; (2) authorize rebidding or renegotiating of the Project within a reasonable time; (3) terminate in

accordance with Article 7.01; or, (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

ARTICLE IV
REIMBURSABLE EXPENSES

4.01 Reimbursable Expenses are in addition to the compensation for Basic Services and include expenditures made by ARCHITECT and ARCHITECT'S employees for the expenses listed in the following paragraphs:

(a) Expense of photographic reproduction techniques when used in connection with Additional Service, if any;

(b) Expense of renderings and models requested by the COUNTY.

(c) Reimbursable expenses of special consultants for Additional Services;

(d) Transportation outside of Fort Bend County in connection with the Project relating to visitation of other facilities, if approved in advance by COUNTY REPRESENTATIVE; and,

(e) Long distance communications in connection with Additional Services for the Project.

4.02 All of the above expenses must be approved in writing by COUNTY REPRESENTATIVE and a fund designated by COUNTY to pay those expenses established by the County Auditor. ARCHITECT shall comply with all requirements and policies of COUNTY regarding travel and travel reimbursement.

4.03 All Reimbursable Expenses shall be subject to a not-to-exceed amount of $46,000.00.

ARTICLE V
COMPENSATION AND PAYMENTS TO ARCHITECT

5.01 The fee amount for compensation for ARCHITECT'S Basic Services as described in Article II is based on the scope of the Project described in Article I. Completion of the Project and compensation for ARCHITECT'S Basic Services shall not exceed THREE MILLION, SIX HUNDRED FOUR THOUSAND DOLLARS ($3,604,000.00), as fixed at the time of the COUNTY'S acceptance of ARCHITECT'S Agreement.

5.02 Payments for ARCHITECT'S Basic Services shall be made monthly in proportion to the degree of completion of each phase of the work. Payment shall be made on percentages of the Basic Fee as follows:

Construction Documents Phase	60%
Bid/Negotiating Phase	8%
Construction Phase	32%
TOTAL	100%

5.03 COUNTY shall retain ("Retainage") five percent (5%) from payments to ARCHITECT until sixty (60) days after acceptance of the Project by COUNTY as described herein. It is understood, however, that ARCHITECT shall continue to assist COUNTY in correction of defects in Project materials and workmanship, resolution by the Trade Contractors of defects in Project materials and workmanship, and resolution of Project-related claims and disputes, but in no case past one year after the final completions of the Project. Acceptance of the Project by COUNTY shall be deemed to have occurred upon the occurrence of the following events: (i) the issuance by ARCHITECT of a certificate of Final Completion of the Project; and (ii) the issuance by the appropriate governmental authority of a certificate of occupancy for the Project; and (iii) the commencement of beneficial occupancy of the Project by COUNTY or persons or entities claiming under COUNTY.

5.04 Payment for authorized reimbursable expenses, as defined in Article IV, for ARCHITECT, as hereinabove referred to, shall be made following presentation, review and approval of ARCHITECT'S detailed invoice in triplicate.

5.05 No deduction shall be made from ARCHITECT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to CM or Trade Contractors.

5.06 No addition shall be made to ARCHITECT'S compensation based upon project construction claims, whether paid by COUNTY or denied.

5.07 If any work designed or specified by ARCHITECT during any phase is abandoned or suspended by COUNTY, in whole or in part, ARCHITECT is to be paid for the services performed prior to receipt of written notice from COUNTY through COUNTY REPRESENTATIVE of such abandonment or suspension.

5.08 ARCHITECT'S invoices to COUNTY shall provide complete information and documentation to substantiate ARCHITECT'S charges, and shall be in a form to be specified by the Fort Bend County Auditor. All payments to ARCHITECT shall be made on the basis of the invoices submitted by ARCHITECT to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE. Such invoices shall conform to the schedule of service and costs set out above. All Reimbursable Expenses shall be clearly shown. Should additional backup material be requested by COUNTY REPRESENTATIVE, ARCHITECT shall comply promptly with such request. In this regard, should Commissioners Court or the County Auditor determine it necessary, ARCHITECT shall make all records and books relating to this Agreement available to COUNTY or COUNTY REPRESENTATIVE for inspection and auditing purposes.

5.09 COUNTY reserves the right to correct any error that may be discovered in any invoice that may have been paid to ARCHITECT and to adjust the same to meet the requirements of the Agreement.

Following approval of invoices, COUNTY will pay ARCHITECT within thirty (30) days after receipt by COUNTY of a conforming invoice; however, under no circumstances shall ARCHITECT be entitled to receive interest on amounts due.

ARTICLE VI
ARCHITECT'S ACCOUNTING RECORDS

Records of ARCHITECT'S direct personnel expenses, ARCHITECT and reimbursable expenses pertaining to the Project and records of accounts between COUNTY and ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to COUNTY or its authorized representative at mutually convenient times for a minimum of three (3) years after Final Certificate for Payment to Trade Contractor for the completed Project.

ARTICLE VII
TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE

7.01 In connection with the work outlined in this Agreement, it is agreed and fully understood by ARCHITECT that COUNTY may cancel or indefinitely suspend further work hereunder or terminate this Agreement upon seven (7) days written notice to ARCHITECT with the understanding that immediately upon receipt of said notice, all work and labor being performed under this Agreement shall cease. ARCHITECT shall invoice COUNTY for all services performed and shall be compensated in accordance with the terms of this Agreement for all service accomplished prior to the receipt of said notice. No amount shall be due for loss of anticipated profits. Reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Project shall become the property of COUNTY upon termination of this Agreement and payment therefore, and shall be promptly delivered to COUNTY in a reasonable organized form without restriction on future use. Should COUNTY subsequently contract with a new architect for continuation of services on the Project, ARCHITECT shall cooperate in providing information.

7.02 Nothing contained in Article 7.01 above shall require COUNTY to pay for any service under the terms of this Agreement which is not performed in accordance with this Agreement or which is not submitted in substantial compliance with the terms of this Agreement. COUNTY shall not be required to make any payments to ARCHITECT when ARCHITECT is in material default under this Agreement, nor shall this Article constitute a waiver of any right, at law and at equity, which COUNTY may have if ARCHITECT is in material default, including the right to bring legal action for damages or to enforce specific performance of this Agreement.

7.03 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of ARCHITECT, or if ARCHITECT'S service should be stopped for a period of thirty (30) days by COUNTY'S failure to make payment thereon, then ARCHITECT may, upon ten (10) days written notice to COUNTY and COUNTY REPRESENTATIVE, terminate this agreement and recover from COUNTY payment for all service rendered.

7.04 ARCHITECT understands and agrees that time is of the essence and that any failure by ARCHITECT to complete the services for each phase of this Agreement within the agreed Project Performance Schedule, as detailed in Article 2.01(f), adjusted for approved time extensions, and due to the fault of ARCHITECT will constitute a material breach of this Agreement. ARCHITECT shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage results to COUNTY due to ARCHITECT'S failure to perform in these circumstances, COUNTY may withhold, to the extent of such damages, ARCHITECT'S payments hereunder without waiver of any of COUNTY'S additional legal rights or remedies.

7.05 Neither COUNTY nor ARCHITECT shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of such impediments or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects. Any and all time lines and schedules shall be automatically extended for the period of time either party is prevented from performing any of its obligations, or by written agreement of the parties.

ARTICLE VIII
OWNERSHIP OF DOCUMENTS

8.01 Provided ARCHITECT is paid pursuant to this Agreement, all ARCHITECT'S design and instruments of service under this Agreement, including, but not limited to, tracings, drawings, estimates, specifications, studies and other documents, completed or partially completed, shall be the property of the COUNTY, and ARCHITECT specifically waives and releases any proprietary rights or ownership claims therein. Notwithstanding the foregoing, ARCHITECT retains ownership of, and an irrevocable and non-exclusive license to reproduce and use certain architectural details included in the instruments of service called for in this Agreement, which are not specific to the design of the Project. ARCHITECT may retain a reproducible copy of all instruments of service; however, COUNTY reserves the right, so long as such instruments of service exist, to obtain copies, reproducible or otherwise, from ARCHITECT at COUNTY'S expense, but without any additional fee or charge by ARCHITECT.

8.02 ARCHITECT shall be liable to COUNTY for any loss or damage to any such documents while they are in the possession of, or while being worked upon, by ARCHITECT, or anyone connected with ARCHITECT, including agents, employees, consultants or subcontractors. All documents damaged shall be replaced or restored by ARCHITECT without cost to COUNTY.

8.03 The documents referenced in this Article are not intended or presented by ARCHITECT to be suitable for reuse by COUNTY or others on extensions of this Project or on other unrelated projects. Any adaptation or use by COUNTY of these documents on extension of this Project or other unrelated projects shall be COUNTY'S sole risk.

8.04 Upon completion of the construction of the Project, ARCHITECT shall, within thirty (30) calendar days following receipt from CM of updated record drawings, deliver to COUNTY the reproducible Record Drawings and Record Specifications in reproducible and in standard electronic format as previously described in Article 2.05(l) hereinabove.

ARTICLE IX
GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS: CONTRACT ADMINISTRATION

9.01 COUNTY'S General Conditions are to be used by ARCHITECT with such adjustments as may be necessary for specific cases or instances, but COUNTY REPRESENTATIVE must be consulted and must approve of any such changes. Any special conditions pertaining to the Project will be included under the Special Conditions portion of the Construction Documents.

9.02 This Agreement shall be administered on behalf of COUNTY by COUNTY REPRESENTATIVE, and ARCHITECT shall comply with instructions from said COUNTY REPRESENTATIVE or as designated in writing by COUNTY REPRESENTATIVE.

9.03 ARCHITECT may not engage any consultant for any portion of the Work without prior written consent and approval by COUNTY. A request by ARCHITECT for COUNTY'S consent and approval shall be submitted in writing to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE. If granted, such consent and approval shall not relieve ARCHITECT of any of its duties, obligations, liabilities or responsibilities under this agreement. COUNTY shall not be responsible for additional costs of consulting services incurred due to disapproval of a particular consultant.

9.04 ARCHITECT'S TEAM, as named above, may not change unless approved by COUNTY REPRESENTATIVE. COUNTY REPRESENTATIVE retains the right to request replacement of any person assigned by ARCHITECT to the Project. COUNTY'S decisions in this regard shall not be the basis for any claim for additional compensation by ARCHITECT. COUNTY shall not withhold approval for reasonable requests due to personnel voluntarily leaving ARCHITECT employment or termination.

ARTICLE X
INSURANCE

10.01 During the period of this Agreement, ARCHITECT shall maintain, at its expense, insurance with limits no less than those prescribed below with a carrier having a rating with A.M. Best & Co of A-VII or better:

(a)	General Liability (including Contractual Liability):	
	Bodily Injury and Property Damage	$1,000,000.00
	Aggregate	$2,000,000.00
(b)	Automobile Liability:	
	Bodily Injury and Property Damage Limit per Occurrence	$1,000,000.00
(c)	Worker's Compensations Statutory + Limit Employer's Liability	$1,000,000.00

10.02 With respect to the required insurances listed in Articles 10.01(a), (b) and (c) and 10.03, ARCHITECT shall, if allowed by law and the insurance carrier:

(a) Name Fort Bend County as additional insured as their interests may appear, with the exception of worker's compensation insurance and professional liability insurance;

(b) Provide COUNTY a waiver of subrogation regarding Architect's worker's compensation insurance;

(c) Provide COUNTY with a thirty (30) day advance written notice of cancellation or material change to said insurance; and,

(d) Provide COUNTY with Certificates of Insurance evidencing required coverages upon acceptance of this Agreement by Commissioners Court.

10.03 During the period of this Agreement and for an additional two (2) year period after Final Completion of the Project, ARCHITECT shall maintain at its expense, ARCHITECT'S Errors and Omissions Insurance with limits not less than five million dollars ($5,000,000.00), with a $150,000.00 deductible. Further, ARCHITECT shall provide COUNTY with a quotation on the cost of Specific Project Excess (SPXS) coverage of said Project providing limits exclusive to the Project. In the event COUNTY elects to require ARCHITECT to secure such SPXS coverage for this Project, the cost of same shall be borne by the COUNTY.

ARTICLE XI
RESPONSIBILITY FOR WORK AND INDEMNIFICATION

11.01 Approval by COUNTY shall not constitute, nor be deemed a release of the responsibility and liability of ARCHITECT, its employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and service; nor shall such approval be deemed to be an assumption of such responsibility by COUNTY for any defect, error or omission in the designs, working drawings, and specifications or other documents prepared by ARCHITECT, its employees, subcontractors, agents and consultants.

11.02 To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of ARCHITECT and ARCHITECT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to COUNTY and anyone claiming by, through or under the COUNTY, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ARCHITECT or the ARCHITECT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ARCHITECT under this Agreement.

11.03 ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, ON ACCOUNT OF DAMAGE TO

PROPERTY AND INJURIES, INCLUDING DEATH, TO ALL PERSONS, INCLUDING EMPLOYEES OF ARCHITECT OR ANY OF ITS CONSULTANTS, WHICH MAY ARISE FROM ANY NEGLIGENCE ON THE PART OF ARCHITECT, ITS EMPLOYEES, AGENTS, CONSULTANTS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, OR ANY BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT.

ARTICLE XII
ASSIGNMENT

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. ARCHITECT shall not assign, sublet or transfer any interest in this Agreement without prior written authorization of the Commissioners Court.

ARTICLE XIII
AMENDMENTS

This Agreement, representing the entire agreement between the parties, may be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE XIV
COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES, INC.

14.01 ARCHITECT, its consultants, agents, employees and subcontractors shall comply with applicable federal, state and local laws and ordinances where applicable, as amended. ARCHITECT will endeavor to obtain all permits and licenses required in the performance of the professional services contracted for herein and as further described in Article 2.03(a).

14.02 ARCHITECT will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. COUNTY is qualified for exemption pursuant to the provisions of Article 151.309 of the Texas Limited Sales, Excise and Use Tax Act.

ARTICLE XV
NON-DISCRIMINATION

As a condition of this Agreement, ARCHITECT hereby covenants that it will take all reasonable action to determine that, in connection with any service under this Agreement, it and its consultants and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, ARCHITECT shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period, following project completion, of three (3) years, with full access allowed to authorized representatives of COUNTY upon request, for purposes of evaluating compliance with this and other provisions of the Agreement.

ARTICLE XVI
ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICES

16.01 This Agreement shall be enforceable in Fort Bend County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Fort Bend County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas and/or the United States District Court, Southern District of Texas, Houston Division.

16.02 This agreement incorporates ARCHITECT'S Scope of Services and Fee Proposal Dated May 27, 2008. This document is incorporated in order to provide COUNTY and ARCHITECT with a complete understanding of the Project, its requirements and the scope of ARCHITECT'S services. In the event, however, that conflict of interpretation arises between this agreement and the Scope of Services and Fee Proposal dated May 27, 2008, this Agreement shall govern, unless otherwise specifically agreed to between COUNTY and ARCHITECT in writing.

16.03 All notices to COUNTY by ARCHITECT shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to County:	Fort Bend County Commissioners Court 301 Jackson, Suite 719 Richmond, Texas 77469
with copies to:	Donald G. Brady, Director Facilities Management and Planning 1402 Band Road, Suite 100 Rosenberg, Texas
and,	Roy L. Cordes, Jr. Fort Bend County Attorney 301 Jackson, Suite 728 Richmond, Texas 77469
If to Architect:	Pierce Goodwin Alexander & Linville, Inc. 5555 San Felipe, Suite 1000 Houston, Texas 77056

ARTICLE XVII
TERM

Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement and approved by Commissioners Court, the term of this Agreement shall be from the date executed by Owner until the final one (1) year warranty inspection and resolution of any outstanding Project-related claims or disputes.

ARTICLE XVIII
FINANCIAL INTEREST PROHIBITED; CONFIDENTIALITY

18.01 ARCHITECT covenants and represents to its knowledge, information and belief that ARCHITECT, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

18.02 ARCHITECT'S reports, evaluations, designs, drawings, data and all other documentation and service developed by ARCHITECT hereunder shall be kept confidential and shall not be disclosed to any third parties without an absolute need to know (such as Code Authorities) or without the prior written consent and approval of the Commissioners Court.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XIX
EXECUTION

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in duplicate with its duly authorized representatives. This Agreement shall become effective upon execution by Owner.

OWNER: FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge — Date: 8/6/08

Attest:

Dianne Wilson, County Clerk

APPROVED AS TO LEGAL FORM:

By:
Roy L. Cordes, Jr.
Fort Bend County Attorney

Approved:

By: 7-30-8
Don Brady, Director
Facilities Management & Planning

ARCHITECT: PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL)

David L. Andrews, Principal — Date: 7-30-08

Attest:

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $3,650,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

MER:Architect Agreement.PGAL.Judicial Complex.3729

EXHIBIT A: Architect's Scope of Services and Fee Proposal dated May 27, 2008
EXHIBIT B: AIA Document B352

EXHIBIT A
ARCHITECT'S SCOPE OF SERVICES AND FEE PROPOSAL DATED MAY 27, 2008

PGAL

May 27, 2008

Mr. Don Brady
Fort Bend County
1425 Band Road
Rosenberg, Texas 77471
Voice: 281-633-7018
Email: bradydon@co-fort-bend.tx.us

RE: Scope of Services and Fee Proposal
Fort Bend County Judicial Complex, Richmond, Texas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this scope of work and fee proposal for completing the design of the new County Courthouse in Richmond, Texas. PGAL has previously completed the design for the facility through the design development phase and we are now prepared to complete the project providing A/E services for construction documentation, bidding and construction administration.

PROJECT UNDERSTANDING

Fort Bend County, with the assistance of PGAL, has defined a viable solution to the County's judicial needs, based on the design development documents, completed earlier this year, and presented to Commissioners Court in February. The proposed solution identifies a master planned judicial complex solution that can be phased over time, as the judicial needs grow and funding becomes available. The proposed project was defined as a part of the 2007 Facility Master Plan Update, and then presented to both the Council of Judges and Commissioners Court. This effort will implement the project as voted on in the Bond Referendum in May 2008.

The design development documents identified a 225,000 GSF building with an estimated construction cost of $54,000,000 to include all county court related functions, including courtrooms, judicial areas and support spaces, Jury Assembly, District Attorney, District and County Clerks, and support spaces for courtrooms. Also indicated in the design development documents was an underground tunnel connection to the existing jail facility with an estimated construction cost of $2,750,000 and a new 260 car parking structure valued at $4,000,000 as well as FF&E for the project valued at $4,850,000.

SCOPE OF WORK

The previous effort provided a verification of the facility program in order to accurately reflect the needs of the judicial complex. Also completed previously was the design development level documentation of the proposed new courthouse and tunnel as well as an indication of the new 260 car garage. In this phase of the work PGAL and the A/E team will complete the construction documents for bidding/pricing and provide construction administration services through the completion of the project. These consultants for the project will continue to provide structural

engineering, mechanical electrical and plumbing consultants, and civil engineering, acoustic and A/V consulting, security consulting, landscape design and cost estimating services.

COMPENSATION

PGAL in the previous agreement had agreed on the A/E fees for the $54,000,000 new court building through completion of the project and the fees for this part of the project are established to move forward with the next phase of the project as a lump sum fee:

• Program Validation	$ 50,000	
• Master Planning	$ 20,000	
• Schematic Design (15%)	$ 620,000	
• Design Development (20%)	$ 830,000	
• **Phase 1, Subtotal – Pre Bond Election (35%)**		**$1,520,000**
• Construction Documents	$1,660,000	
• Bid/Negotiating	$ 208,000	
• Construction Administration	$ 830,000	
• **Phase 2, Subtotal – Post Bond Election (65%)**		**$2,698,000**
• **Total (100%)**		**$4,218,000**

The A/E services associated with the new prisoner tunnel, the new parking garage and the A/E services to design, specify and install the FF&E portion of the project was not included in the previous negotiation although the A/E team did include these items in the design development submittal. The compensation requested for this portion of the work is as outlined:

• Prisoner Tunnel	$220,000	
• New Parking Garage	$240,000	
• FF&E	$400,000	
• **Total**		**$860,000**

Therefore with this letter PGAL is requesting our contract be amended to include the Phase 2 fees for the new court building and the fees associated with the tunnel, garage and FF&E design services for a total request of $3,558,000 to complete the scope of work described here and included in the May Bond Referendum. The fees included herein were included in the overall program costs as described in the Bond referendum.

Reimbursable Expenses: PGAL would expect to be reimbursed for any out-of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and were estimated not-to-exceed $24,000 for Phase 1 and $42,000 for Phase 2. We are requesting to increase this by another $4,000 due to the increased scope for a total maximum reimbursable expense of $70,000 to complete the project through construction.

Additional Services: If services other than those described above are requested and approved by Fort Bend County, they will be billed in addition to the above compensation in accordance with PGAL's personnel rate schedule for 2007.

Terms: PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

PROJECT SCHEDULE

PGAL is prepared to deliver this project in accordance with your schedule requirements, including working with the soon to be appointed Construction Manager on how to complete the project by the third quarter of 2010.

Thank you again for the opportunity to once again serve Fort Bend County. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,

David L. Andrews, AIA
Principal

CC: Jeff Weiner, Paul Bonnette, Accounting, File – PGAL

AIA® Document B352™ – 2000

Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative

Recommended as a Reference Document when an Architect's Project Representative is Employed

for the following PROJECT:
(Name and location or address):
Fort Bend County Judicial Complex
Ransom Road
Richmond, Texas

THE OWNER:
(Name and address):
Fort Bend County
Fort Bend County Purchasing Department
4520 Reading Road, Suite A
Rosenberg, Texas 77471

THE ARCHITECT:
(Name and address):
PGAL
5555 San Felipe, Suite 1000
Houston, Texas 77056
David Andrews, AIA, Principal

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

1. GENERAL

§ 1.1 The Architect's Project Representative shall be stationed at the site at intervals agreed upon by the parties to the Contract and shall be responsible for assisting the Architect in the administration of the Contract. The rights, responsibilities and obligations of the Architect as described in the Owner-Architect Agreement shall not be modified by the furnishing of such Project Representative.

§ 1.2 Communications by the Architect's Project Representative relating to administration of the Contract shall, in general, be restricted to the Architect and Contractor. The Project Representative shall communicate with the Owner and Contractor under the direction of the Architect and with the Architect's full knowledge. The Project Representative shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of the Contractor and Architect.

2. DUTIES AND RESPONSIBILITIES

The Project Representative shall:

§ 2.1 Perform on-site observations of the progress and quality of the Work as may be reasonably necessary to determine, in general, if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents. Notify the Architect if, in the Project Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.

Init.
/

AIA Document B352™ – 2000. Copyright © 1963, 1970, 1979, 1993 and 2000 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:16:55 on 07/29/2008 under Order No.1000336345_2 which expires on 1/2/2009, and is not for resale.
User Notes:
(2936223029)

§ 2.2 Monitor the Contractor's construction schedules on an ongoing basis and alert the Architect to conditions that may lead to delays in completion of the Work.

§ 2.3 Receive and respond to requests from the Contractor for information and, when authorized by the Architect, provide interpretations of the Contract Documents.

§ 2.4 Receive and review requests for changes by the Contractor, and submit them, together with recommendations, to the Architect. If they are accepted, prepare Architect's Supplemental Instructions, incorporating the Architect's Modifications to the Contract Documents.

§ 2.5 Attend meetings as directed by the Architect and report to the Architect on the proceedings.

§ 2.6 Observe tests required by the Contract Documents. Record and report to the Architect on test procedures, test results and verify testing invoices to be paid by the Owner.

§ 2.7 Maintain records at the construction site in an orderly manner, including correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, color schedules and requests for payment; and names, addresses and telephone numbers of the Contractors, Subcontractors and principal material suppliers.

§ 2.8 Maintain a log book of activities at the site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.

§ 2.9 Assist the Architect in reviewing Shop Drawings, Product Data and Samples. Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been approved by the Architect. Receive and log Samples required at the site, notify the Architect when they are ready for examination, record the Architect's approval or other action and maintain custody of approved Samples.

§ 2.10 Review the Contractor's record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.11 Review Applications for Payment and forward to the Architect with recommendations for disposition.

§ 2.12 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Review the Work. If the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect and return the list to the Contractor for correction.

§ 2.13 Assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion.

§ 2.14 Assist the Architect in receipt and transmittal to the Owner of documentation required of the Contractor at completion of the Work.

3. LIMITATIONS OF AUTHORITY

The Architect's Project Representative shall not exceed the authority of the Architect under the Owner-Architect Agreement. :

The Project Representative shall NOT:

§ 3.1 Authorize deviations from the Contract Documents.

§ 3.2 Approve substitute materials or equipment except as authorized in writing by the Architect.

Init. / **AIA Document B352™ – 2000. Copyright © 1963, 1970, 1979, 1993 and 2000 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:16:55 on 07/29/2008 under Order No.1000336345_2 which expires on 1/2/2009, and is not for resale.**
User Notes: (2936223029)

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

§ 3.3 Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.

§ 3.4 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.

§ 3.5 Expedite the Work for the Contractor.

§ 3.6 Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

§ 3.7 Authorize or suggest that the Owner occupy the Project in whole or in part.

§ 3.8 Issue a Certificate for Payment or Certificate of Substantial Completion.

§ 3.9 Prepare or certify the preparation of a record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications.

§ 3.10 Reject Work or require special inspection or testing except as authorized in writing by the Architect.

§ 3.11 Accept, distribute or transmit submittals made by the Contractor that are not required by the Contract Documents.

§ 3.12 Order the Contractor to stop the Work or any portion thereof.

Init.
/

AIA Document B352™ – 2000. Copyright © 1963, 1970, 1979, 1993 and 2000 by The American Institute of Architects. **All rights reserved. WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:16:55 on 07/29/2008 under Order No.1000336345_2 which expires on 1/2/2009, and is not for resale.
User Notes:
(2936223029)

AGENDA ITEM

32C

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 30, 2008
Court Agenda Date: August 6, 2008

Submitted By: Jacque Burgess
Department: Facilities Management & Planning
Phone Number: 281/633-7017

SUMMARY OF ITEM:
Deliberate and take all appropriate action on the Facilities Extension Agreement for 1410#1 Ransom Rd. and the Specification for Fort Bend County (Jail at 1410 #1 Ransom Rd.) Job #45690163, Revision #1, each with CenterPoint Energy.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Fund:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Please approve.

Special Handling Requested (specify):

8-11-08 orig. ret. to Jacque at Facilities

SPECIFICATION

FOR

FORT BEND COUNTY
JAIL AT 1410 #1 RANSOM RD.

Job #45690163
Revision #1

CenterPoint Energy (CNP)
Major Underground Department
P. O. Box 1700; Houston, Texas 77251-1700

REFERENCE DRAWINGS:

Fort Bend County Site Plan Received : September 10, 2007

REFERENCE SPECIFICATIONS:

CenterPoint Energy's Service Standards	:	July 1, 2007
Emergency Generators	:	007-231-82
Ready-Mix Concrete	:	007-221-01

Reviewed And Agreed To By: _____ County Judge 8/6/08
Signature Title Date

Robert Hebert
Print Name

If this Terms & Conditions package is signed by anyone other than an official from FORT BEND COUNTY, it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms & Conditions package.

NO.	DATE	ITEMS REVISED	BY	CH	APP
1	06/23/08	CHANGE IN ENTITY NAME	JAG	RJG	WRB

CenterPoint Energy
Houston, Texas

WRITTEN	JAG	04/11/08
CHECKED	RJG	04/11/08
APPROVED	WRB	04/11/08

SHEET 1 OF 11 SHEETS

Job #45690163
Revision #1

GENERAL

Service to be provided by CenterPoint Energy (CNP) from a 1000 kVA, 12.47 kV – 480Y/277 V, three-phase, four-wire, pad mounted transformer.

Major Underground Department (MUD) Project Manager is Jesus Guerra at (713) 207-4940. Submit a current electrical one-line diagram to the Project Manager. Contact the Project Manager for questions, revision requests, information submission, etc.

CNP's pad mounted equipment needs adequate clearance, as determined by CNP, for working on and around, for ventilation and for contamination protection. Discuss any plans with the project manager concerning any obstructions, aesthetic or otherwise, around the equipment or any contamination sources in the vicinity of the equipment.

Fort Bend County must submit sealed construction drawings of the new equipment pad to the MUD for approval. Fort Bend County must design a pad the size of the entire proposed easement (per attached sketch) that must withstand a weight of 43,000 lbs on the transformer pad. The elevated pad must also have the proper guard railing and staircase for work accessibility.

Fort Bend County will retain ownership and responsibility for the maintenance of the transformer pad. CNP will secure the right to install the pad mounted equipment and related facilities.

SERVICE CONNECTION

Maximum secondary cables are 8-750 MCM cables per phase. A cable tap box (CTB) will be required if cable requirements exceed this limit. CTB information is available upon request.

Fort Bend County shall furnish, install, own, and maintain all secondary service conduit and underground cable into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven (7) feet above the transformer pad. **Fort Bend County shall not install the secondary conductors until after the transformer has been set. CNP will terminate the secondary cables in the transformer.**

Since Fort Bend County will require more than 1 service transformer, it is required to install a permanent plaque or directory at each service location (including existing services) and transformer station in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building.

To accommodate future expansion, up to 14-4" secondary conduits may be installed into the transformer pad.

The initial available short circuit current is 22,609 amperes symmetrical, with an X/R ratio of 9.1. The ultimate available short circuit current is 57,828 amperes symmetrical, with an X/R ratio of 10.5.

ACCESS

A minimum 12 foot wide all weather access road, designed for HS-20-44 loading (72,000#), as recognized by the American Association of State Highway Officials (AASHO), with 14 foot minimum vertical clearance, shall be provided for CNP trucks and equipment to the proposed pad mounted equipment location. A 32 foot minimum vertical clearance over all equipment pads shall be provided for CNP trucks and equipment. These requirements are for the life of the service.

CNP to utilize Fort Bend County's parking and driveway facilities for equipment access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

The requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached) shall be met.

Fort Bend County shall keep the power from each PMT separate throughout its entire electrical system.

Exhaust from the generator must be directed away from the transformer.

CONSTRUCTION PROCESS
FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by calling the number listed below.

All facilities shall be inspected by CNP after the conduit is installed; pads are formed, reinforcing rods installed, etc. **but prior to the pouring of concrete**. CNP recommends that the customer complete the pouring of concrete on the day the facilities are inspected and approved. The customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the customer begins the pouring of concrete. CNP reserves the right to require the customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to the Major Underground Department at (713) 207-6229. Job # 45690163 must be provided as the inspection identification number.

Job #45690163
Revision #1

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to the specifications. The service can not be energized until CNP has accepted the signed instrument for all easements.

CNP will need access to and from the proposed easements. CNP will use these easements, shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing electrical distribution facilities. These easements shall be free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

Since the customer has requested that the pad mount equipment be installed on an elevated platform, the customer will assume the liability for the integrity of the structure and also for owning and maintaining the interconnecting duct bank between the terminal pole and transformer pad for the life of this service. CNP will require a minimum of 16' x 20' safety working clearance around the pad mount equipment. This area is to remain free and clear of any obstruction at all times. CNP will also take a right to pull and maintain cable in the customer-owned duct bank and transformer pad and take a right to occupy for the pad mount transformers. The above information will be incorporated into the easement instrument.

INDEMNIFICATION AND LIABILITY LIMITS

FORT BEND COUNTY WILL PERFORM ITS PART OF THE WORK AT ITS OWN EXPENSE AND RISK.

TO THE EXTENT ALLOWED BY LAW, FORT BEND COUNTY AGREES TO PROTECT, INDEMNIFY, AND HOLD CNP, ITS OFFICERS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEYS' FEES) OF ANY KIND AND CHARACTER ARISING IN FAVOR OF FORT BEND COUNTY OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, PERSONNEL FURNISHED BY FORT BEND COUNTY OR ITS CONTRACTORS OR ITS SUBCONTRACTORS) ON ACCOUNT OF BODILY INJURIES, DEATH, DAMAGE TO PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH INSTALLATION AND PRESENCE OF THE UNDERGROUND CABLE ON FORT BEND COUNTY'S PREMISES OR THE FURNISHING OF DRAWINGS AND SPECIFICATIONS FOR THE SERVICE ARRANGEMENT OR IN CONNECTION WITH THE PRESENCE OF CNP, ITS AGENTS OR EMPLOYEES UPON FORT BEND COUNTY'S PREMISES, WHERE CAUSED BY THE NEGLIGENCE OF FORT BEND COUNTY, ITS AGENTS OR EMPLOYEES.

Job #45690163
Revision #1

OPTIONAL FAULT PROTECTION & MOTOR START INFORMATION

If the following information is supplied to CNP, a study will be conducted to evaluate protective device coordination and voltage dips associated with motor starting.

Please fill in the information that applies to the equipment for protection of this service.

**MAIN SERVICE ENTRANCE PROTECTIVE DEVICE INFORMATION:*

FOR FUSED MAIN ONLY

MANUFACTURER: _____

TYPE: _____

SIZE: _____

TYPE FUSE HOLDER: _____

LARGEST MOTOR

HORSEPOWER: _____

SIZE & NUMBER OF MOTORS STARTING SIMULTANEOUSLY: _____

_____

Please submit a one-line electrical diagram indicating all protective devices, automatic load transfer equipment and emergency generation equipment.

A copy of the protective device coordination relative to CNP's protective devices may be obtained upon request.

INFORMATION PROVIDED BY: _____ TITLE: _____

FIRM: _____ TELEPHONE: _____ DATE:_____

CenterPoint Energy

SHEET 6 OF 11
JOB# 45690163
REVISION #1

WORKING SKETCH

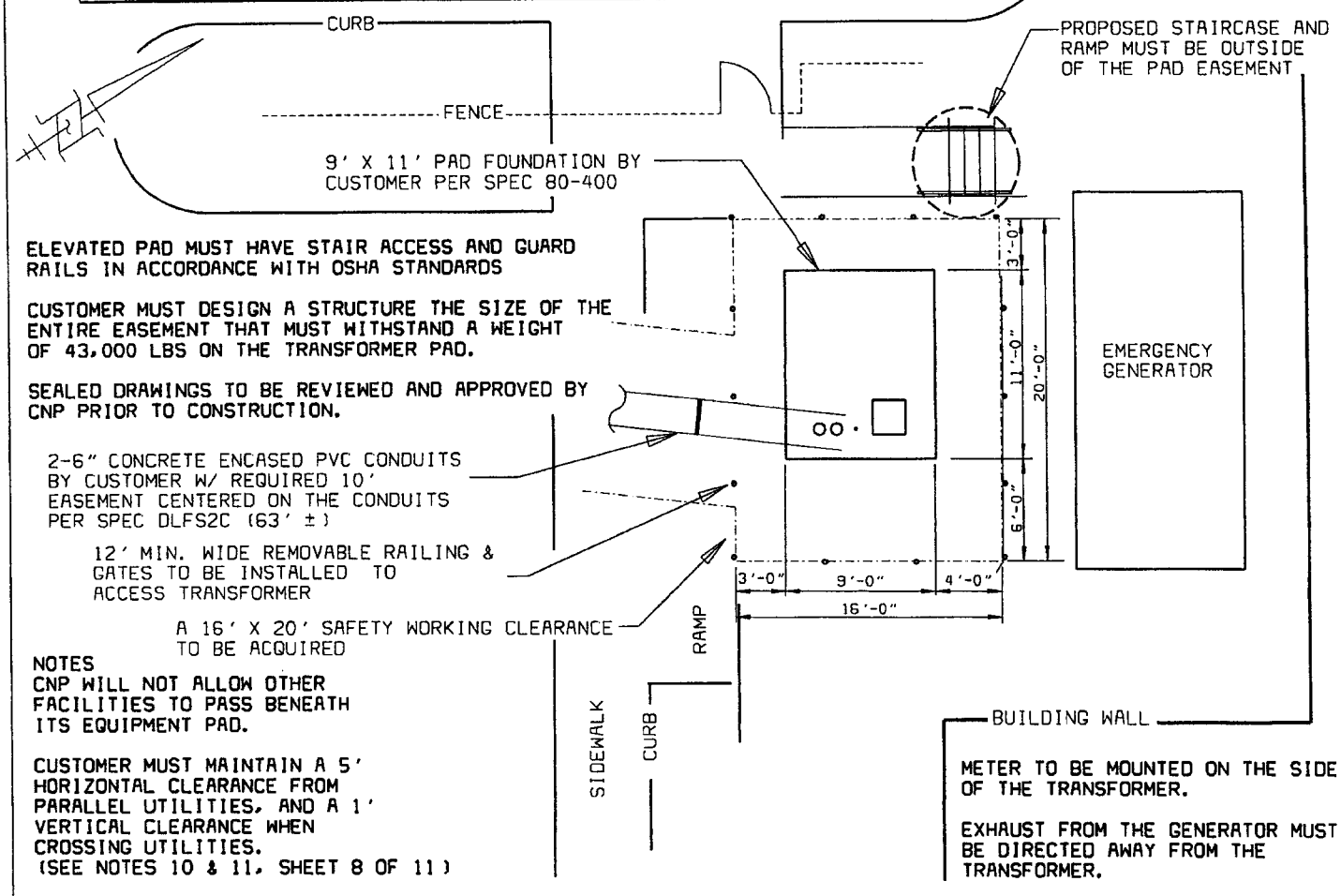
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4449	D2	605H		N.T.S.	RE08	46145476

CenterPoint Energy

SHEET 7 OF 11
JOB# 45690163
REVISION #1

WORKING SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4449	D2	605H		N.T.S.	RE08	46145476



ELEVATED PAD MUST HAVE STAIR ACCESS AND GUARD RAILS IN ACCORDANCE WITH OSHA STANDARDS

CUSTOMER MUST DESIGN A STRUCTURE THE SIZE OF THE ENTIRE EASEMENT THAT MUST WITHSTAND A WEIGHT OF 43,000 LBS ON THE TRANSFORMER PAD.

SEALED DRAWINGS TO BE REVIEWED AND APPROVED BY CNP PRIOR TO CONSTRUCTION.

2-6" CONCRETE ENCASED PVC CONDUITS BY CUSTOMER W/ REQUIRED 10' EASEMENT CENTERED ON THE CONDUITS PER SPEC DLFS2C (63' ±)

12' MIN. WIDE REMOVABLE RAILING & GATES TO BE INSTALLED TO ACCESS TRANSFORMER

A 16' X 20' SAFETY WORKING CLEARANCE TO BE ACQUIRED

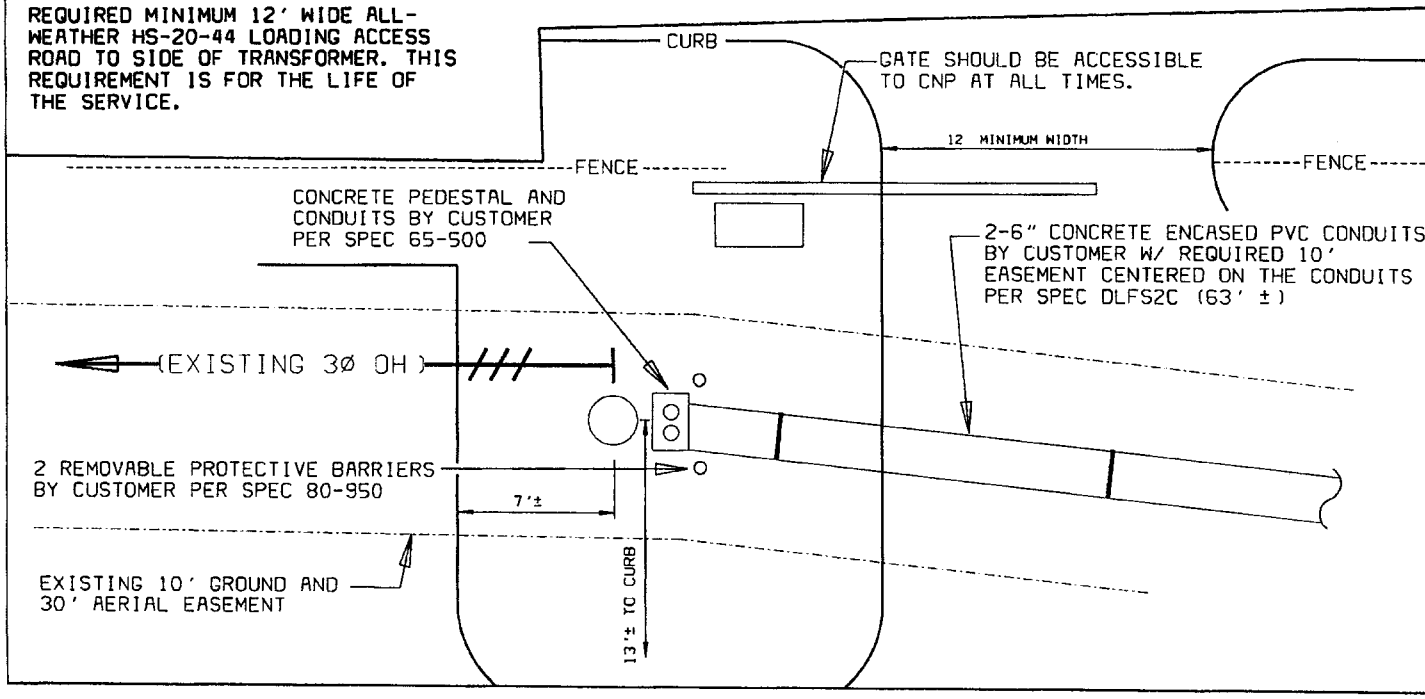
NOTES
CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PAD.

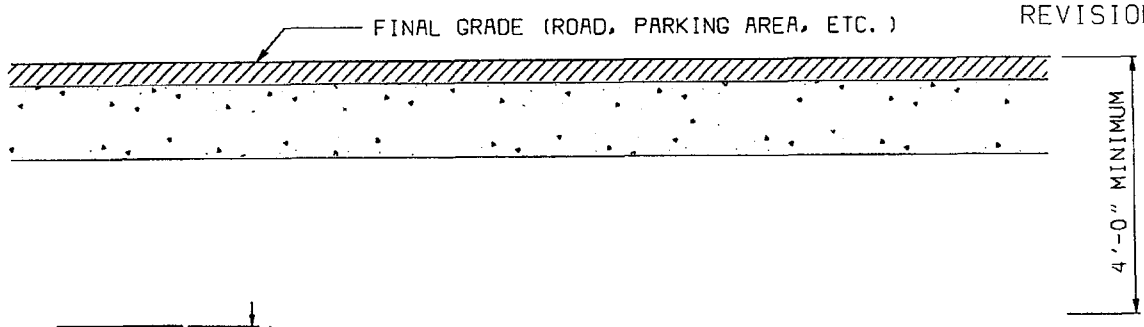
CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES, AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES. (SEE NOTES 10 & 11, SHEET 8 OF 11)

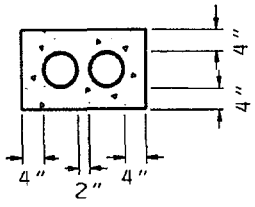
METER TO BE MOUNTED ON THE SIDE OF THE TRANSFORMER.

EXHAUST FROM THE GENERATOR MUST BE DIRECTED AWAY FROM THE TRANSFORMER.

REQUIRED MINIMUM 12' WIDE ALL-WEATHER HS-20-44 LOADING ACCESS ROAD TO SIDE OF TRANSFORMER. THIS REQUIREMENT IS FOR THE LIFE OF THE SERVICE.

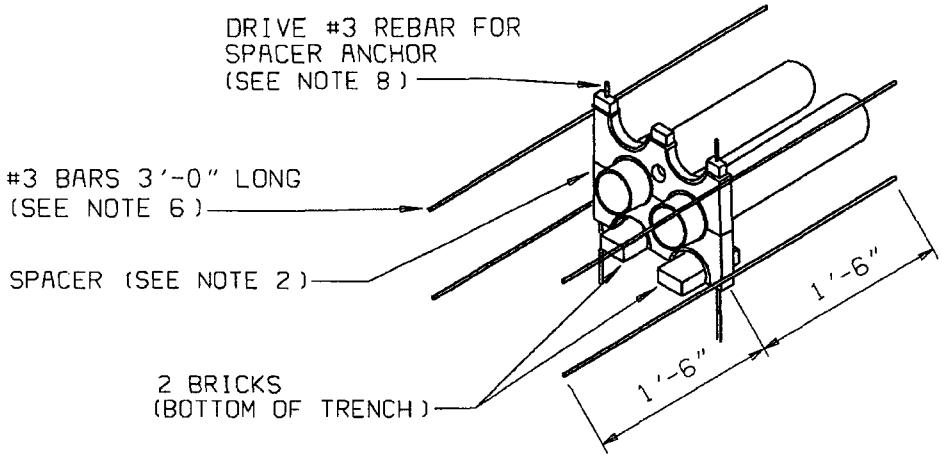






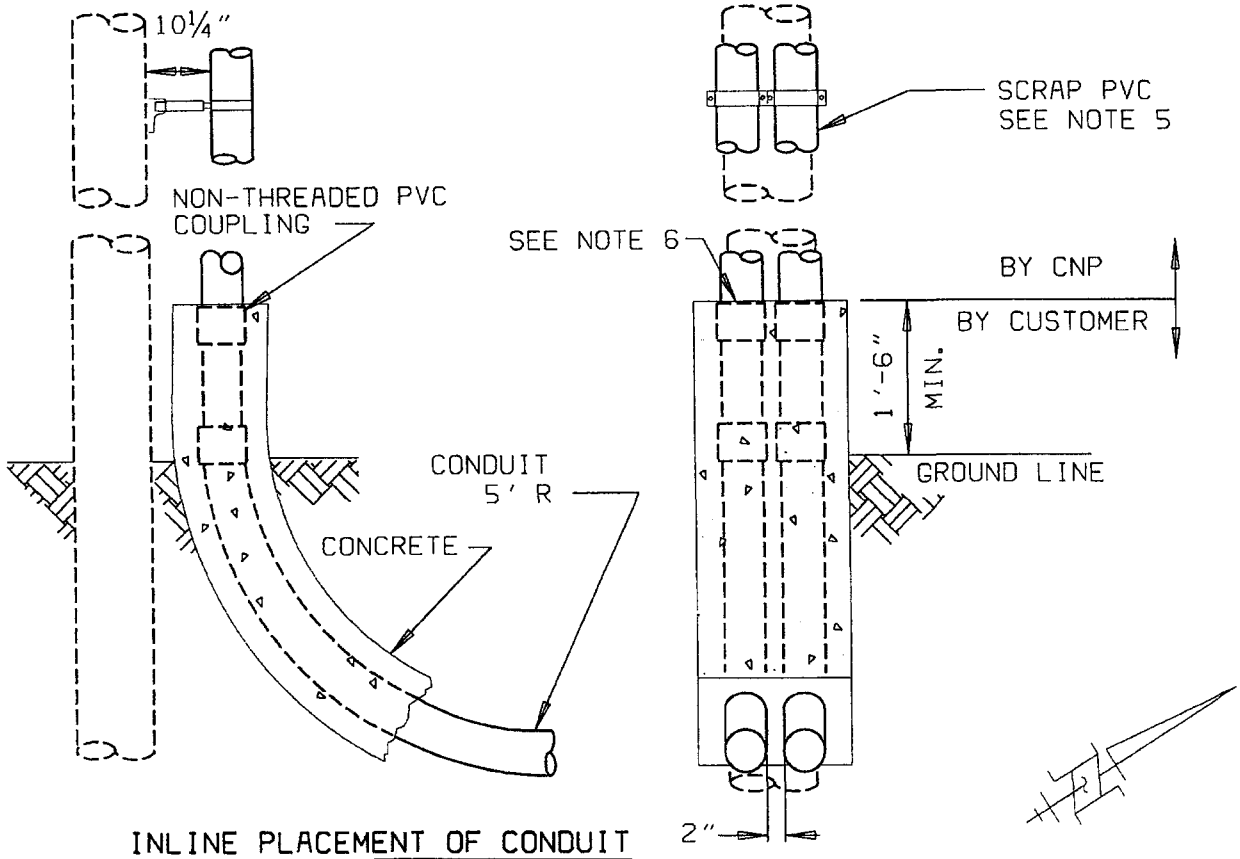
2 - 6"
CONDUITS

CUSTOMER AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY CALLING (713) 207-6229

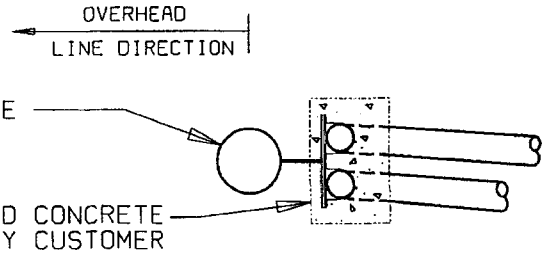


NOTES:
1. CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB.
2. SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART.
3. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% DOWN TOWARD MANHOLE.
4. ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
6. PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
7. ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1'-6").
8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE.
10. **A ONE FOOT VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.**
11. **A FIVE FOOT HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).**
12. INSTALL JET LINE IN ALL CONDUITS AND A #14 AWG WIRE IN ONE CONDUIT.

THREE PHASE DUCTBANK
FEEDER
BASED ON DISTRIBUTION STANDARD DLFS2C



INLINE PLACEMENT OF CONDUIT



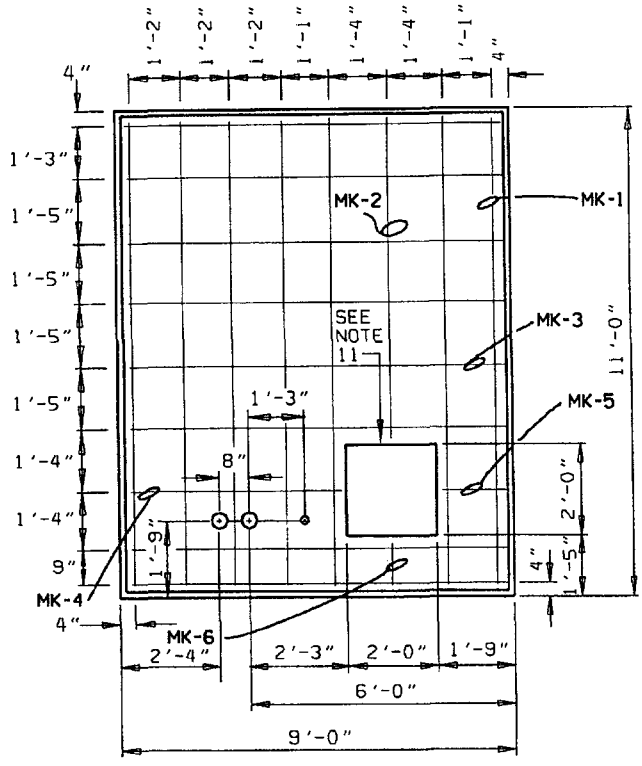
TOP VIEW

NOTES:

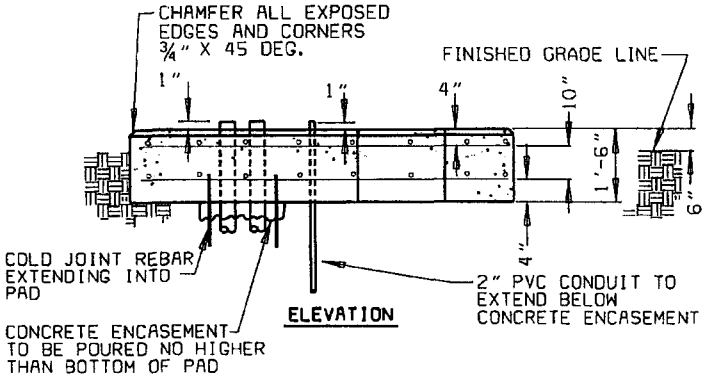
1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
2. BRACE THE POLE SECURELY BEFORE TRENCHING.
3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
4. ATTACH COUPLING TO END OF CONDUIT.
5. INSERT, **BUT DO NOT GLUE,** A SHORT PIECE OF SCRAP PVC CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
8. **ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.**

TERMINAL POLE CONDUIT
PLACEMENT 12KV & 35 KV
BASED ON DISTRIBUTION STANDARD 65-500

030488/102397



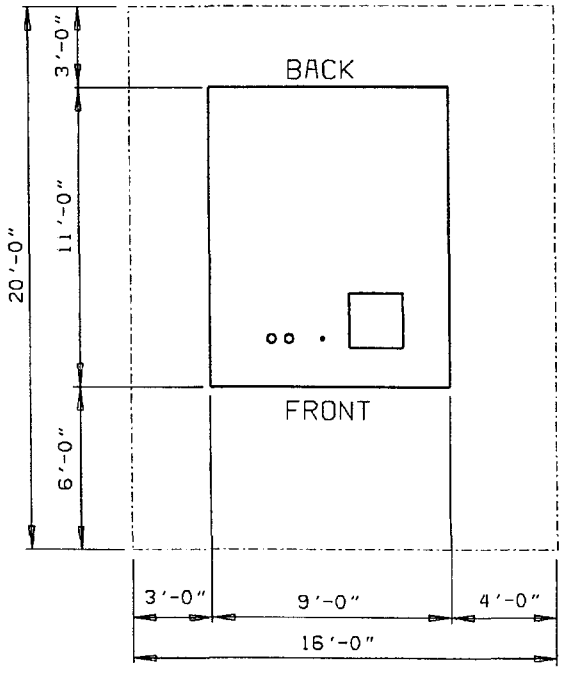
PLAN



ELEVATION

REINFORCING SCHEDULE PER FOUNDATION				
MARK	QTY.	SIZE	LENGTH	REMARKS
MK-1	14	#7	10'-6"	STRAIGHT
MK-2	2	#7	7'-0"	STRAIGHT
MK-3	16	#7	8'-6"	STRAIGHT
MK-4	2	#7	4'-9"	STRAIGHT
MK-5	2	#7	1'-3"	STRAIGHT
MK-6	2	#7	1'-0"	STRAIGHT

MATERIAL ESTIMATE PER FOUNDATION	
DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5½ CU. YDS.
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT



MINIMUM EASEMENT REQUIREMENTS

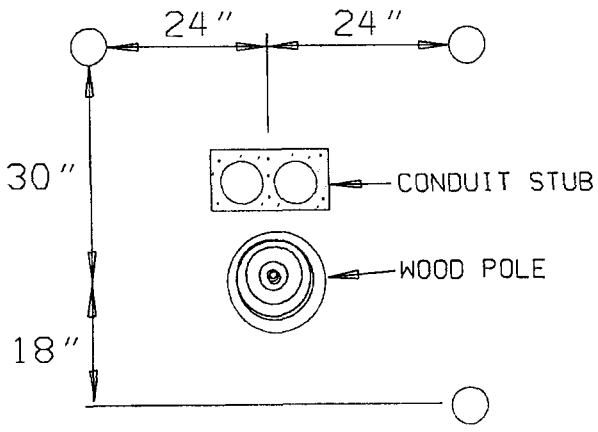
EQUIPMENT WEIGHT 43,000 LBS MAXIMUM

NOTES:

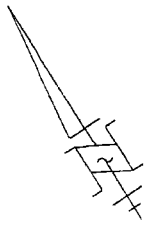
1. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
3. ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. AND RISING.
8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 12" OF TOP SOIL. REMOVE ALL LOOSE CLODS AND STONES. BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
9. REINFORCING SHALL HAVE A MINIMUM OF 2½" CONCRETE COVER.
10. **SLOPE PAD 1" FRONT TO BACK.**
11. THE 2' SQUARE OPENING IS FOR CUSTOMER'S SECONDARY CONDUITS.
12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.

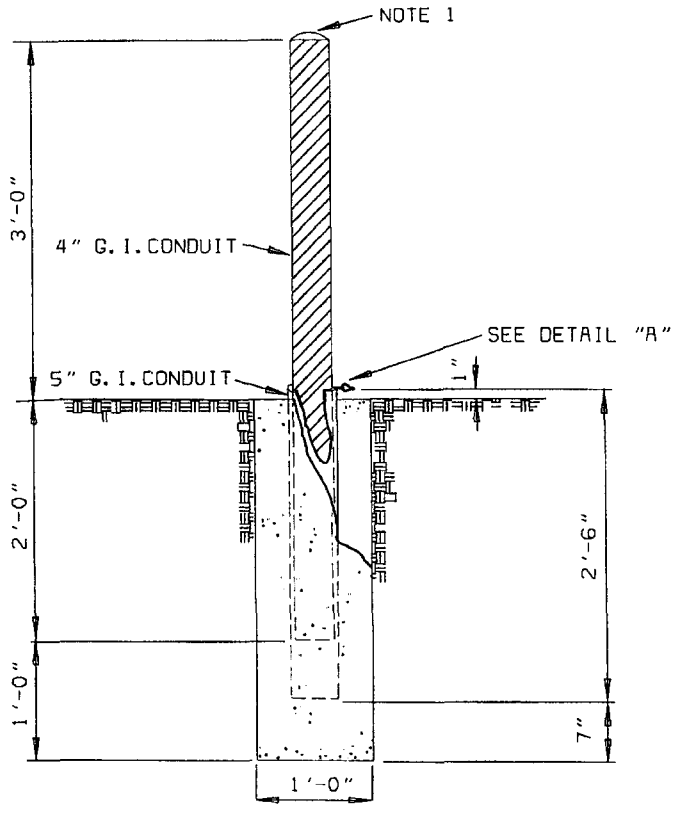
500-5000 KVA PMT FOUNDATION, 12KV & 35KV

BASED ON DISTRIBUTION STANDARD 80-400

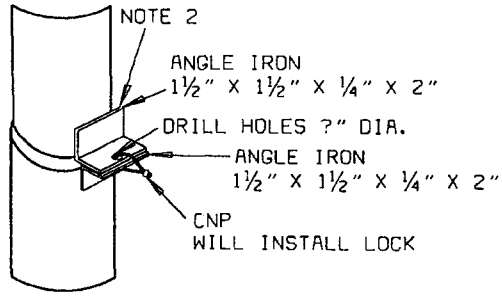


TERMINAL POLE PROTECTIVE BARRIER PLACEMENT





PROTECTIVE BARRIER
(REMOVABLE)



DETAIL "A"

NOTES:

1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
2. ANGLE TO BE WELDED TO G.I. CONDUIT. ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.

PROTECTIVE BARRIER
(REMOVABLE)
BASED ON DISTRIBUTION STANDARD 80-950

SPECIFICATION
FOR

Customer Emergency Generation and Secondary Load Transfer

CENTERPOINT ENERGY
ELECTRIC DISTRIBUTION ENGINEERING
P.O. BOX 1700 HOUSTON, TEXAS 77251

REFERENCE DRAWINGS:

REFERENCE SPECIFICATIONS:

National Electrical Code
CNP Specification 007-231-76
PUCT Substantive Rule 25.212
IEEE Standard 519-1992 (or latest revision)

CenterPoint Energy

NO.	DATE	ITEMS REVISED	BY	CH	APP
1	7-11-07	Complete Revision	SLJ	WSC	RKM / LSN

WRITTEN		R.W. Comfort
CHECKED		
APPROVED	11-16-88	L.G. Pond
SHEET 1 of 14 SHEETS		
	007 231	82

CONTENTS

Article No.	Title	Page No.
1.0	SCOPE	3
2.0	POLICY ON EMERGENCY GENERATION	3
3.0	POLICY ON SECONDARY LOAD TRANSFER	4
4.0	APPROVAL	5
	FIGURES	7-14

1.0 SCOPE

1.1 Hereafter, CenterPoint Energy will be designated as "CNP" and the Contractor, Customer, or Facility Owner will be designated as "Customer".

1.2 This specification covers the minimum requirements for the operation of customer owned emergency generation, and the operating procedures for secondary load transfer on the customer's distribution system. The requirements in this specification are in addition to those stated in the National Electrical Code (NEC) and all other applicable governing authorities.

2.0 POLICY ON EMERGENCY GENERATION

2.1 Customer owned emergency generation must be connected to the customer's load through either an open-transition type transfer switch or a key interlocked two breaker/switch arrangement.

2.2 The open-transition type transfer switch or interlocked two breaker/switch arrangement must be designed to prevent the electrical and/or physical connection between the CNP distribution system and the customer generator bus. See Figures 1, 2, 3 and 4 on sheets 7, 8, 9 and 10 for the acceptable connections of the emergency generator to the customer's bus.

2.3 Exceptions to the above requirements (i.e. operating an emergency generator in parallel with the CNP system through the use of a closed transition transfer switch) will be granted under the following conditions.

2.3.1 Customers utilizing a closed transition transfer switch with their emergency generator must install protective devices in accordance with Public Utility Commission of Texas (PUCT) Substantive Rule 25.212 and specified in the CNP Specification for Customer Generation on the Distribution System (007-231-76). These protective devices must be installed at the interconnection point between CNP and the customer.

2.3.2 The level of voltage and current distortion produced by the customer's generator must be in accordance with IEEE Standard 519-1992 (or latest revision).

2.4 Customers served from an existing CNP secondary network system will not be allowed to operate their emergency generators in parallel with CNP.

2.5 Generator(s) and its exhaust must be located where it will not interfere with CNP personnel or equipment. The location of the generator must be approved by CNP prior to installation.

2.6 Customers may not install or use any transfer switch on the high side (CNP side) of the meter or any transfer switch between the meter and the meter socket jaws. Customer owned standby generators must be located on the load side (customer side) of the meter, behind the main breaker (switch).

3.0 POLICY ON SECONDARY LOAD TRANSFER

3.1 The following policy applies to customers whose split load is served from two feeds on the CNP distribution system. These feeds may or may not originate from electrically separate circuits.

3.2 Customers should design their distribution system in such a manner that the distribution buses served from each feed shall always be electrically isolated from each other. See Figure 5 on sheet 11 for illustration.

3.3 (A) Customers served from two CNP feeds where CNP provides manual transfer service may be allowed to transfer pre-approved loads (in accordance with Section 3.6 below) from one CNP feed to the other in the event of a circuit outage. (B) Customers served from two or three CNP feeds where CNP provides automatic transfer service may be allowed to transfer pre-approved loads (in accordance with Section 3.6 below) in the event of a secondary outage on the CNP service to the affected customer.

3.4 The secondary load transfer for either Sections 3.3(A) or 3.3(B) shall be done manually. Automatic load transfer by the customer will not be permitted without CNP Engineering approval. Prior to the transfer of load, the customer must manually shed pre-approved loads on the receiving feed. The magnitude of load to be shed must be equal to or greater than the amount of load to be transferred, so that the normal load level of the receiving feed is never exceeded. These limits will be provided to the customer as a condition for electric service. This condition applies to Section 3.3(A). Customers served from two or three circuit automatic transfer service are typically provided service from either a normal circuit with a second as the back up or from a split service arrangement. Upon the loss of a circuit CNP equipment is relayed to automatically transfer to the non affected circuit(s). This CNP automatic transfer typically occurs within a few seconds, utilizing open transition rollover. Normalization occurs within an eighty second closed transition rollback. In a CNP split load arrangement a fault between the customer's service and the low side of CNP transformers may occur. Under this condition automatic transfer does not occur, because the fault could either be due to CNP or the customer's equipment. If the fault occurs on the customer's equipment, the customer will not be allowed to transfer loads. If the fault occurred on CNP equipment, CNP may isolate the service and the customer may manually transfer pre-approved loads. The magnitude of loads to be transferred shall not overload CNP transformers. This condition applies to Section 3.3(B).

3.5 Where system capacity is available, customers served from a CNP underground network system may be allowed to manually transfer (in accordance with Section 3.6 below) pre-approved loads. Typical network services consist of multiple CNP transformers connected in parallel. In network and spot network services that do not have a CNP tie breaker the customer can transfer loads as long as the rating of the customer's secondary bus or cables are not exceeded. In services containing a CNP tie breaker, the customer may manually transfer loads from one of their services to another provided the rating of the tie breaker is not exceeded and/or a fault does not exist on the secondary side of either CNP equipment or the customer's service(s).

3.6 All load transfers shall be done utilizing open-transition transfer switches/breakers. See Figure 6 on sheet 12 for illustration.

3.7 If the customer utilizes a three breaker/switch arrangement to transfer critical load between their two buses, the breaker/switch schemes must use both keyed and hard wire auxiliary contacts to operate feeder and tie breakers/switches. Electromechanical, electronic and keyed control of these devices will require that the tie breaker/switch cannot close unless one of the feeder breakers/switches is opened. See Figure 7 on sheet 13.

3.8 Secondary Load Transfer Capability will only be offered in conjunction with separate contractual arrangements between CNP and the customer, and where provisions to assure adequate circuit capacity and compliance with this specification have been made.

4.0 APPROVAL

4.1 The following items must be submitted to the CNP Manager of Distribution Engineering or designated representative for approval.

4.2 Emergency Generation

4.2.1 The customer must submit 2 copies of their detailed electrical system (drawings and schematics) showing their emergency generator, transformers, circuit breakers, transfer switches and key interlocked scheme. CNP Engineering personnel will approve only those portions of the drawing which apply to the operation and connection of the generator to the customer's load. A copy of the transfer switch instruction book and descriptive literature must also be submitted for approval. In lieu of hard copies, compatible electronic file formats are acceptable for submission.

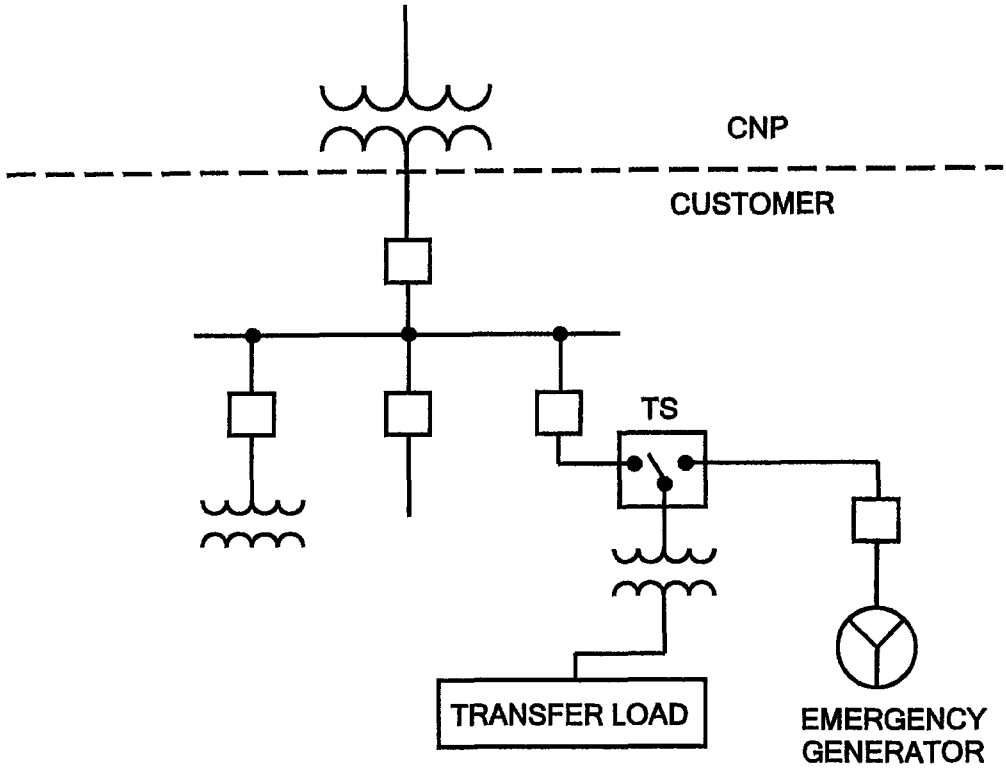
4.3 Secondary Load Transfer

4.3.1 The customer must submit a load transfer schedule detailing the exact amount of load to be shed on the receiving feed prior to load transfer and the exact amount of load to be transferred. The format of this load transfer schedule shall be in accordance with Figure 8 on sheet 14.

4.3.2 The customer must submit 2 copies of their detailed electrical system (drawings and schematics) showing all transfer switches. A copy of the transfer switch instruction book and descriptive literature must also be submitted for approval. In lieu of hard copies, compatible electronic file formats are acceptable for submission.

4.3.3 Customers utilizing a three breaker/switch arrangement for load transfer must provide a detailed control wiring diagram of the breaker/switch operation. The wiring diagram must show the electromechanical and key interlocks used to prevent the closing of the tie breaker/switch before one of the feeder breakers/switches is opened. See Figure 7 on sheet 13 for illustration.

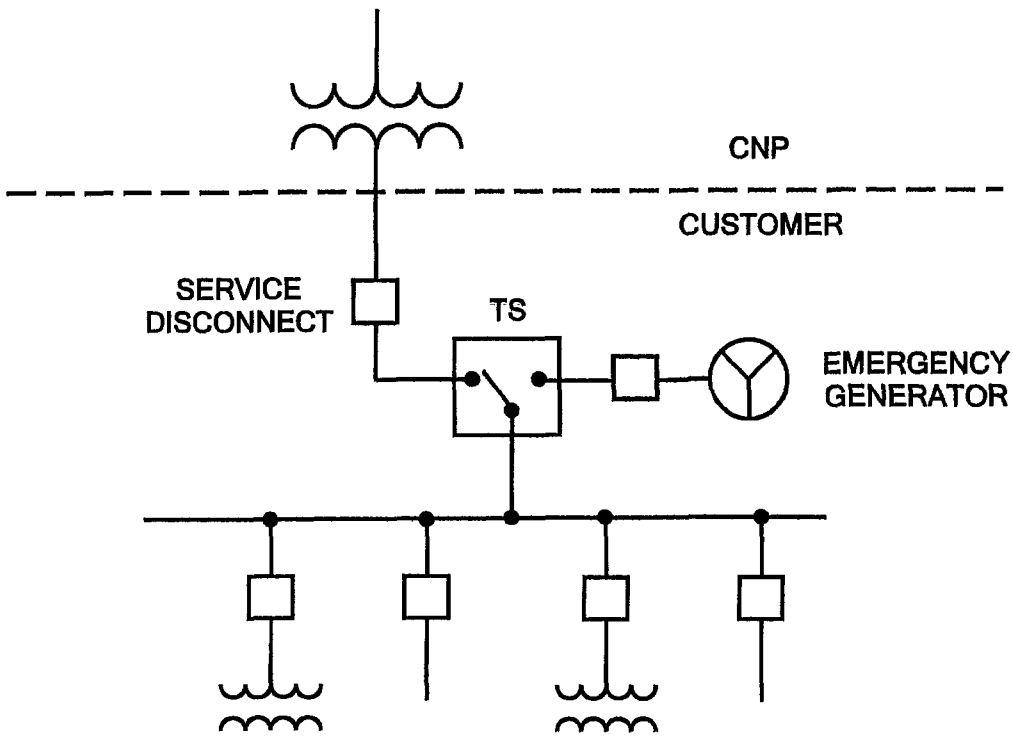
4.3.4 After receipt of the above, CNP Engineering personnel will review the documents for approval. The amount of load the customer proposes to transfer from one CNP feed to another will be approved by CNP personnel. In all cases CNP personnel will verify that existing CNP facilities (Transformer Capacity, Secondary Bus Work, etc.) can accommodate the Load Transfer. If approval is granted, an Operation Agreement will be prepared detailing the operating procedures to be followed by the customer while transferring load between CNP feeds. The Operation Agreement will also specify the maximum load that the customer will be allowed to transfer. Final written approval will not given until the customer has reviewed and signed this Agreement, and one signed copy has been received by CNP personnel.



ACCEPTABLE CONNECTION OF EMERGENCY GENERATOR TO CUSTOMER DISTRIBUTION BUS.

TS - TRANSFER SWITCH

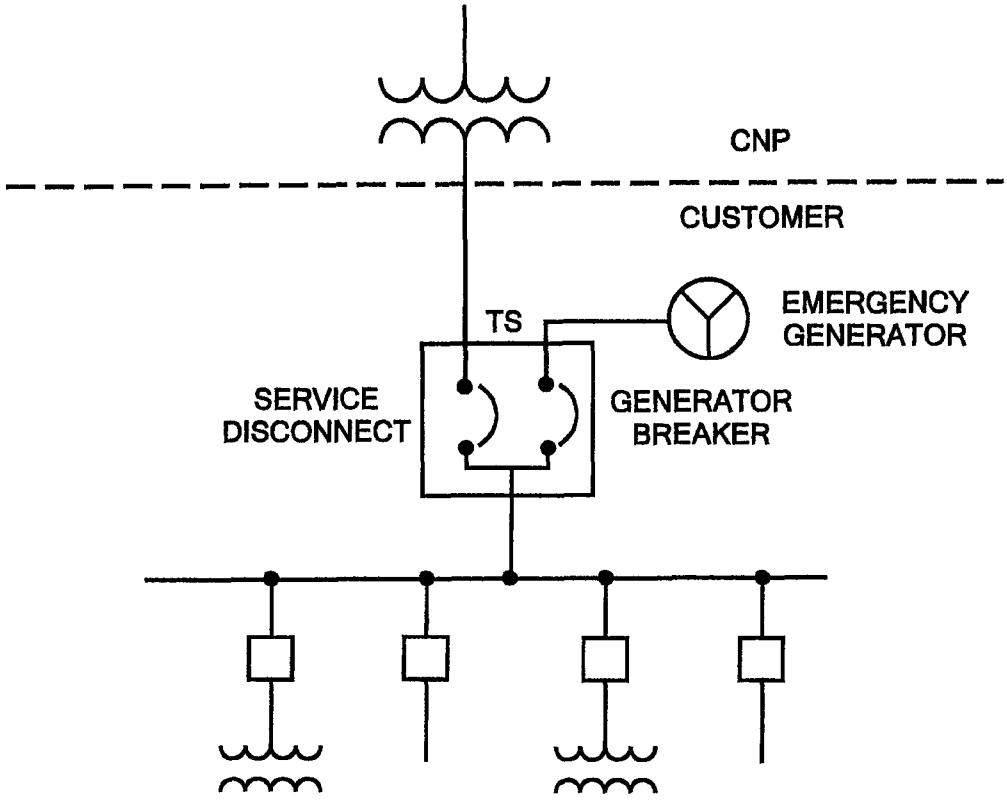
FIGURE 1



ACCEPTABLE CONNECTION OF EMERGENCY GENERATOR TO CUSTOMER DISTRIBUTION BUS.

TS - TRANSFER SWITCH

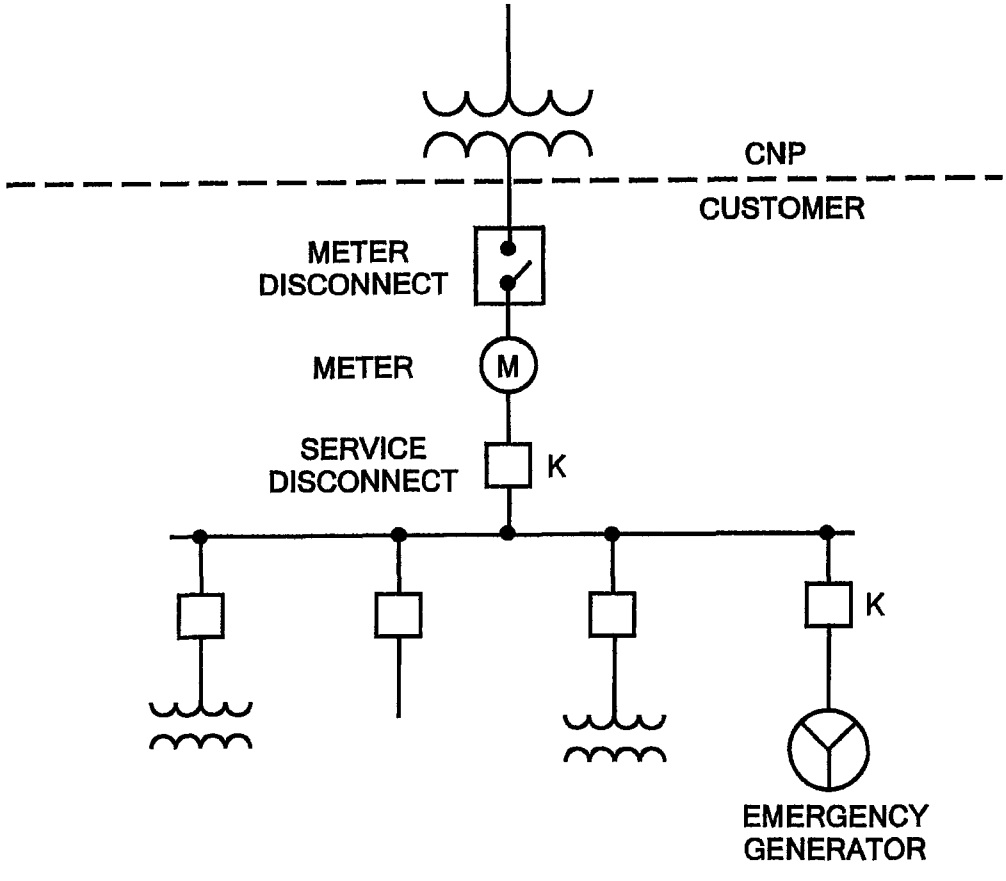
FIGURE 2



ACCEPTABLE CONNECTION OF EMERGENCY GENERATOR TO CUSTOMER DISTRIBUTION BUS UTILIZING TWO BREAKER TRANSFER SWITCH WITH ELECTRICAL AND MECHANICAL INTERLOCKS

TS - TRANSFER SWITCH

FIGURE 3

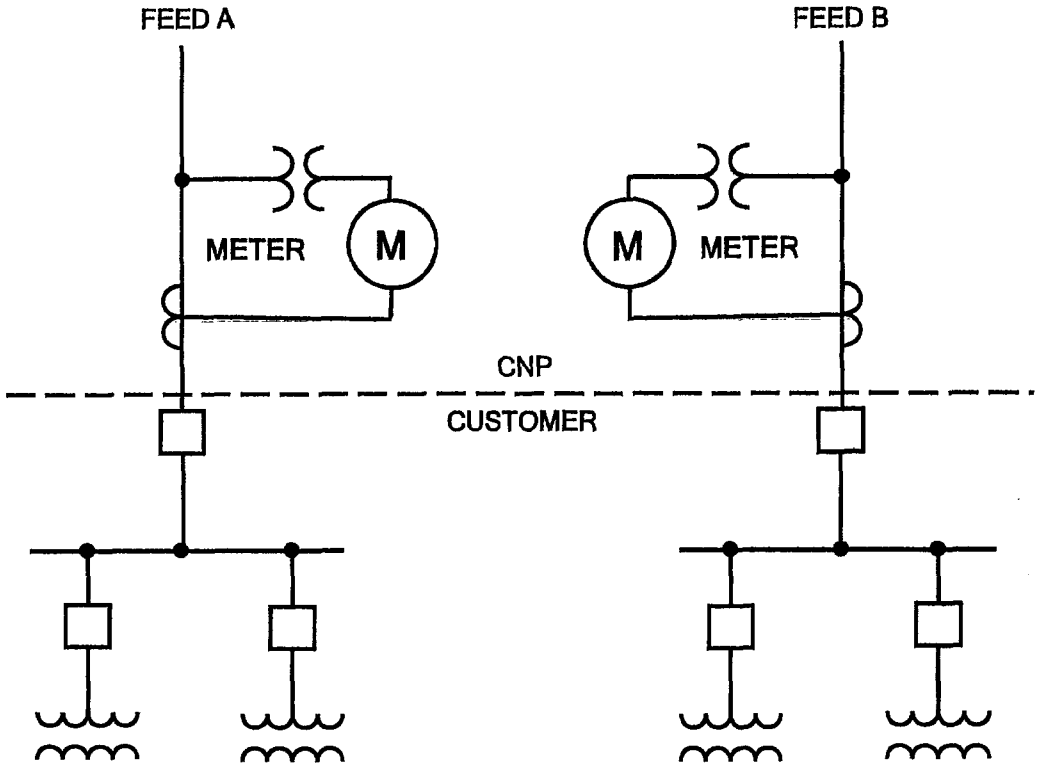


ACCEPTABLE CONNECTION OF EMERGENCY GENERATOR TO CUSTOMER DISTRIBUTION BUS UTILIZING KEY INTERLOCKED SERVICE DISCONNECT/BREAKER AND GENERATOR BREAKER/ ISOLATION SWITCH.

METER DISCONNECT IS ONLY REQUIRED FOR 480 V SELF-CONTAINED METER INSTALLATIONS AND IT CANNOT BE UTILIZED IN THE KEY INTERLOCK SCHEME.

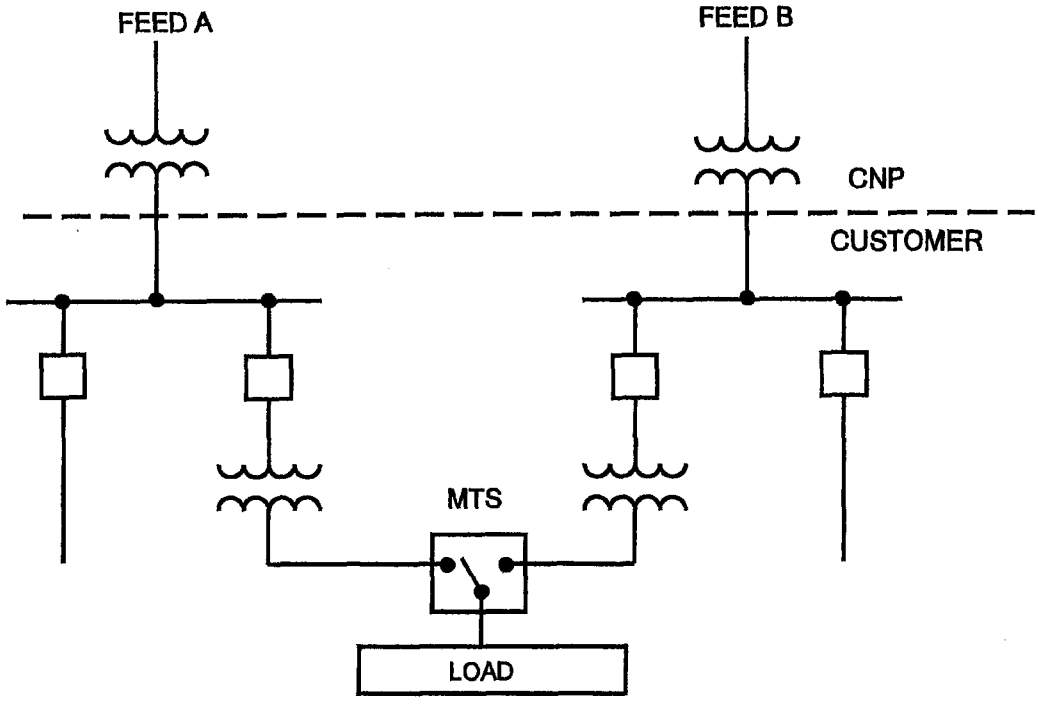
K - KEY INTERLOCKS

FIGURE 4



ACCEPTABLE ARRANGEMENT FOR CUSTOMERS FED FROM TWO SEPERATE FEEDS.

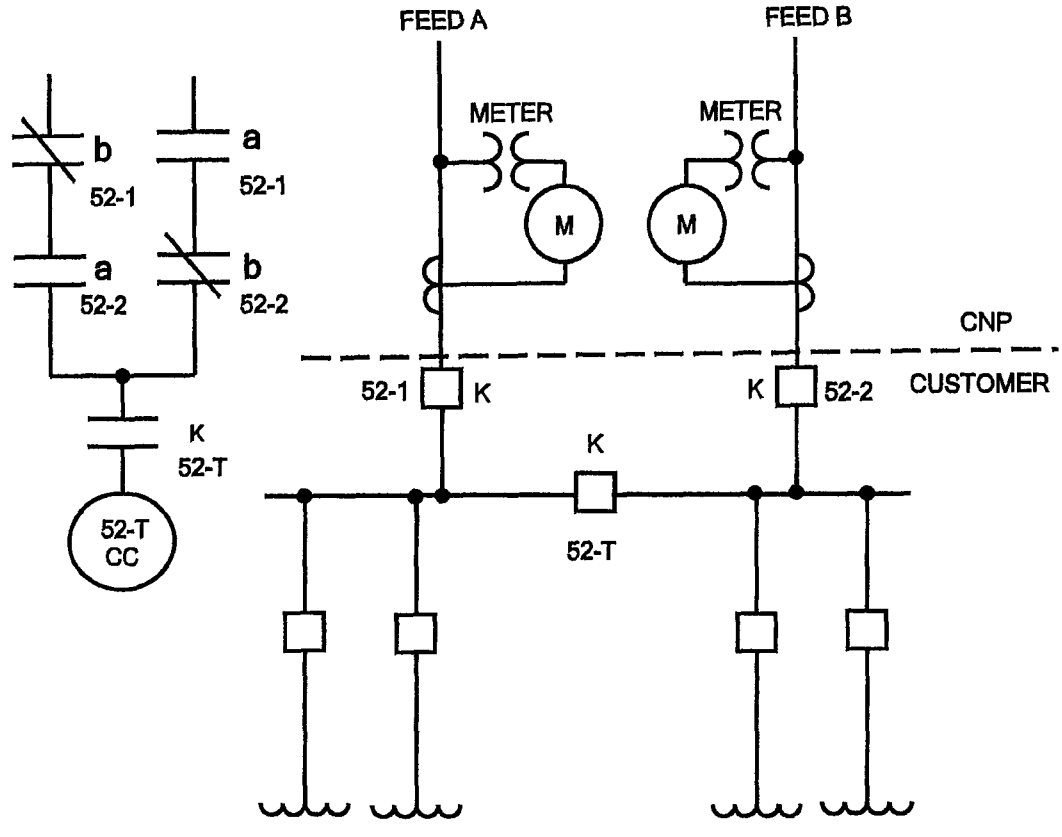
FIGURE 5



ACCEPTABLE SECONDARY LOAD TRANSFER SCHEME.

MTS - MANUAL TRANSFER SWITCH

FIGURE 6



ACCEPTABLE CONTROL SCHEME FOR KEY INTERLOCKED SWITCHES / BREAKERS UTILIZED FOR SECONDARY LOAD TRANSFER.

52-T
CC - TIE BREAKER / SWITCH CLOSE COIL

52-1, 52-2 - CUSTOMER MAIN FEEDER BREAKERS (K - KEY INTERLOCKS)

52-T - CUSTOMER TIE BREAKER / SWITCH (K - KEY INTERLOCKS)

FIGURE 7

EMERGENCY LOAD TRANSFER SCHEDULE

CUSTOMER'S CIRCUIT NO.	CIRCUIT (LOAD) DESCRIPTION	CNP FEED "A" NORM.	CNP FEED "A" EMER.	CNP FEED "B" NORM.	CNP FEED "B" EMER.
1)	PUMP	1100	900	1000	1100
2)	AEROBIC DIGESTERS	1250	1500	1320	1200
3)	AIR COMPRESSORS	1620	1500	1400	1300
TOTAL CONNECTED LOAD (KVA)		3970	3900	3720	3600

NOTE: NORMAL LOAD LEVELS APPLY WHEN BOTH CNP FEEDS ARE ENERGIZED.

EMERGENCY LOAD LEVELS APPLY WHEN ONE OF THE CNP FEEDS IS DE-ENERGIZED AND THE CRITICAL LOAD IS TRANSFERRED TO THE REMAINING ENERGIZED FEED.

THE ABOVE TABLE IS FOR ILLUSTRATION ONLY.

FIGURE 8

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between FORT BEND COUNTY, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at 1410 #1 RANSOM RD.

The Company agrees to accept payment of $700 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: Customer contribution required for difference in cost between Requested Underground Service verses Standard Underground Service.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.
- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

By Jesus A Guerra

Jesus A. Guerra
(name printed or typed)

Title Project Manager

Date 4/22/08

FORT BEND COUNTY
Retail Customer

By Robert Hebert

Robert Hebert
(name printed or typed)

Title County Judge

Date 8/6/08

CenterPoint Energy

Jesus A. Guerra
Major Underground Department

P.O. Box 1700
Houston, TX 77251-1700
3000-A Harrisburg
Houston, TX 77003
713 207 4940
Fax: 713 207 9140
Cellular: 713 303 1674
Jesus.Guerra@
CenterPointEnergy.com

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

33A,B

DATE SUBMITTED: 7-22-2008 SUBMITTED BY: Hopie Solomon

AGENDA ITEM #

DEPARTMENT:6451

COURT AGENDA DATE: 8-~~21~~ 6 -08 PHONE NO.: Ext. 3506

SUMMARY OF ITEM: Approve interlocal Agreement between Reliant Energy Low Income Electricity Fund "Relief" program and amendment to the "Care Program".

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

LIST SUPPORTING DOCUMENTS ATTACHED: Program agreement and Care amendment with County Attorney's office approval for agenda placement.

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS: See attachment
Yes ( ) No (X) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund Agency 6451 Object	N/A ( )	

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

CC with back up:

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

Instructions for submitting an Agenda Request:

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

RECOMMENDATION / ACTION REQUESTED:

8-12-08 orig. ret. to Hopie at Social Services

33A

From: Origin ID: EIXA (713)497-5188
Michele Gordon
RELIANT ENERGY
1000 Main
2016A
Houston, TX 77002

FedEx Express

CLS853008/21/24

Ship Date: 17JUL08
ActWgt: 1 LB
System#: 3658891/INET8061
Account#: S *********

Delivery Address Bar Code

Ref #
Invoice #
PO #
Dept #

SHIP TO: 281-344-3989 **BILL SENDER**

Glen Dunbar
Fort Bend CO.
301 Jackson Street
Suite 728
Richmond, TX 77469

TRK# 0201 7900 5434 2079

FRI - 18JUL **A2**
STANDARD OVERNIGHT

77469
TX-US
IAH

43 NQIA

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic valueof the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Approved As To Legal Form:
GDD 7/21/08 7/
Asst. County Atty. Date

4520 Reading Road, Suite A Rosenberg, Texas 77471
Phone: 281-342-7300 Fax: 281-342-0551

Satellite Office:
303 Texas Parkway, Suite 202 Missouri City, Texas 77459
Phone: 281-403-8050 Fax: 281-403-8055

Fort Bend County Social Services

Fax

To Hopie

To:	Laura Johnson	**From:**	Hopie Solomon
Fax:	281-341-4555	**Pages:**	6 (including cover sheet)
Phone:	281-341-4557	**Date:**	9/25/2007
Re:	Agenda Item	**CC:**	Donna Ospina

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments: Please assign the attached amendment agreement for Commissioner's Court consideration and notify me when it can be placed on the agenda.**

Thank you.

SEP 26 2007

Note: I have the org. Copy.

Approved As To Legal Form:
Asst. County Atty. Date

Approved As To Legal Form:
Asst.County Atty. 9/26/8 Date

Reliant Energy Low Income Electricity Fund (RELIEF) Program Agreement

This AGREEMENT, by and between Reliant Energy Retail Services, LLC (herein called "Reliant") a Delaware limited liability company with principal offices at 1000 Main, Houston, Texas 77002 and Fort Bend County on behalf of *Fort Bend Social Services* (herein called "Fort Bend County") having its principal office at *4520 Reading Road, Suite A, Rosenberg Texas 77471.*

WITNESSETH

WHEREAS, Reliant is a certified Retail Electric Providers ("REPs") serving areas in Texas and has received funds from CenterPoint Energy to establish and maintain a special low income electricity payment program in accordance with the rules and regulations established by the Public Utility Commission of Texas to provide energy assistance in the counties served by Reliant and CenterPoint Energy;

WHEREAS, *Fort Bend County* has a proven record of managing energy assistance and heat relief programs for various governmental and private entities and is capable of processing Reliant's customer payment assistance in an efficient, effective fashion; depositing said payments in designated Reliant accounts at specified banking institutions; and transmitting payment information;

WHEREAS, *Fort Bend County* has sufficient staffing located throughout the county to distribute energy assistance payments to Reliant's customers in *Fort Bend* county, and perform the necessary enrollment application, qualification, disbursement and remittance processing procedures;

In consideration of the mutual covenants and premises hereinafter contained, Reliant and *Fort Bend County* agree as follows:

1. Description of Program and Services

For the calendar year 2008, Reliant will contribute a total of $103,321.66 to *Fort Bend County* in support of the Reliant Energy Low Income Electricity Fund (RELIEF) Program. All funds contributed to *Fort Bend County* for energy assistance payments shall be held in trust for Reliant. Reliant shall at all times be the beneficial owner of the deposited funds. All funds that are not utilized or pledged to provide assistance to qualifying Reliant customers on or before the end of the Term shall be returned to Reliant within 10 days following the end of the Term. Neither party shall be entitled to recover any administrative fees.

Fort Bend County shall provide the following services required to manage the energy assistance program on behalf of Reliant during the term of this Agreement unless so amended in writing, by mutual agreement of the parties.

a. *Fort Bend County* shall qualify Reliant customers as eligible recipients in accordance with the energy assistance and heat relief programs administered by government agencies and in accordance with the Reliant Energy Low Income Electricity Fund (RELIEF) Program from Reliant Energy qualifications attached hereto as Exhibit A and incorporated herein by reference and made a part of this Agreement.

b. *Fort Bend County* will process payments through the use of the OCS/EBPP to Reliant Cash Remittance department. *Fort Bend County* shall enter the qualified customer information into a database and shall transmit the data on or before the first of the month.

c. *Fort Bend County* shall enter payment information into its database system; process said information; reconcile output with details; create an electronic file and transmit the information to Reliant at on or before the 1st day of each month containing a list of the qualified customers and the amount of the payment for the month.

d. *Fort Bend County* will deposit the monies due for each qualified customer on a monthly basis via ACH transfer into the designated Reliant account(s) at approved banking institution(s) by the 15th of each month.

2. Term

This Agreement shall become effective upon execution by Reliant and shall remain in effect until December 31, 2008, unless otherwise terminated or extended as provided in this Agreement.

3. Termination

Reliant shall have the absolute right to terminate this contract for its convenience, in whole or in part, for any reason, at any time by providing thirty (30) days advance written Notice to *Fort Bend County*. In the event of such termination, *Fort Bend County* shall promptly comply with the directions contained in such Notice and shall, subject to Reliant's direction, take action as may be necessary to terminate the work under this Agreement and minimize its costs and liability with respect to the terminated work. In no event shall Reliant be liable to *Fort Bend County* for any anticipated revenues under this Agreement.

Fort Bend County shall have the absolute right to terminate this contract for its convenience, in whole or in part, for any reason, at any time by providing a minimum of thirty (30) days advance written notice to Reliant.

Termination for Default

This Agreement may be terminated by Reliant in the event *Fort Bend County* shall fail to perform ("breach") any material obligation hereunder, and such breach shall not be remedied within fifteen (15) days after written notice thereof to *Fort Bend County*. Reliant shall have no liability to *Fort Bend county* for costs incurred by *Fort Bend County* as a result of such termination.

Termination for Bankruptcy

Either party shall have the right to terminate this Agreement upon fifteen (15) days prior written notice in the event of a filing, by or on behalf of the other party, in any court, of a petition of bankruptcy, or insolvency or for a reorganization, or for an appointment of a receiver or trustee of all or part of that party's property.

Non-exclusive Remedy

The rights and remedies of Reliant provided in this Section 3 shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

4. Timely Performance

The parties acknowledge that all parts of this Agreement will be executed in a timely manner. Notwithstanding that Reliant's designated bank accounts have been credited within the parameters set forth in this Agreement, *Fort Bend County* bears the responsibility for monthly reconciliation and balancing of Reliant's qualified customer accounts. *Fort Bend County* shall perform any transaction research necessary to reconcile Reliant's qualified customer accounts, which are out of balance due to the action or inaction of *Fort Bend County* within five (5) days of notification thereof by Reliant and at no cost to Reliant.

5. Force Majeure

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control as a result of the following: acts of God, acts of civil or military authorities, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, floods, or volcanic action.

6. Independent Contractor

Fort Bend County agrees that in the performance of the work contemplated hereunder, it shall be an independent contractor and not an employee of Reliant,

that workers engaged by *Fort Bend County* on this work shall at all times be considered *Fort Bend County's* employees and not those of Reliant and that *Fort Bend County* will accept and assume exclusive liability.

7. Records

During the term of this Agreement and for a period of two (2) years thereafter, *Fort Bend County* shall keep, maintain and preserve, at *Fort Bend County's* principal office or in an alternate secure location, in the form of hard copy, microfiche, microfilm, or electronic media full records of all transactions relating to the work *Fort Bend County* performed under this Agreement. Upon reasonable notice, which notice shall specify the accounts, records and books requested for viewing, Reliant shall be afforded adequate work space and shall have full access during normal business hours to inspect, audit and reproduce any and all such accounts, records and books of *Fort Bend County.*

8. Confidentiality

Reliant understands and agrees that Fort Bend County must comply with all applicable laws including, but not limited to the Public Information Act. To the extent permitted by law. Subject to the foregoing, any information provided to or received by *Fort Bend County* regarding Reliant's customer accounts shall be held in the highest confidence and not be disclosed to any third party without express written permission of Reliant. Additionally, any proprietary information provided to *Fort Bend County* by Reliant shall not be disclosed to any third-party and both parties agree to treat such information with the same standard of care that it uses with respect to its own proprietary information to prevent the information's disclosure.

9. Compliance with Law

In performance of this Agreement, *Fort Bend County* agrees to comply with all local, city, state and federal regulations as they may apply to the services provided herein.

10. Notices

Any written notice required by the terms of this Agreement shall be deemed to be sufficiently given when sent by certified or registered mail, postage prepaid, to the respective parties as follows;

Reliant Energy Retail Services, LLC

P.O. Box 148
Houston, Texas 77001-0148
Attn: Tracy Carmen-Jones
Vice President, Community Marketing & Involvement

Fort Bend County
Fort Bend Social Services
4520 Reading Road, Suite A
Rosenberg, Texas 77471
Attn: Hopie Solomon

The foregoing addresses may be changed at any time by written notices to the other party.

11. Headings

The headings in this Agreement are for convenience only and shall not be construed to define or limit any terms.

12. Waiver of Rights

No course of dealing or failure of either party to strictly enforce any terms, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

13. Binding Nature and Assignment

This Agreement shall be binding upon the parties and their successors and permitted assigns. Reliant reserves the right to assign this Agreement to any wholly owned subsidiary or any affiliate company.

14. Governing Law/Jurisdiction

This Agreement shall be construed under and governed by the laws of the State of Texas.

16. Severability

In the event that one or more provisions contained in this Agreement are for any reason held to be unenforceable in any respect, such unenforceability shall not

affect any other term or condition of this agreement and this agreement shall be construed as if the unenforceable provision was not contained in this agreement.

23. Entire Agreement

The parties acknowledge that they have read this Agreement and understand it and agree to be bound by its terms and conditions. Further, the parties agree that it is a complete and exclusive statement of the Agreement between them which, except for the schedule herein, supersedes all other proposals and prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

RELIANT ENERGY RETAIL SERVICES LLC

By _____

Tracy Carmen-Jones, Vice President
Community Marketing & Involvement

Date _____

FORT BEND COUNTY on behalf of FORT BEND SOCIAL SERVICES

By _____

Robert Hebert

Title County Judge

Date 8-6-08

Attest: _____

Dianne Wilson, County Clerk

FIRST AMENDMENT TO CARE PROGRAM AGENCY AGREEMENT

THIS FIRST AMENDMENT TO THE CARE PROGRAM AGENCY AGREEMENT ("First Amendment") is entered into as of September 21, 2007 between Reliant Energy Retail Services, LLC ("Reliant Energy") and Fort Bend County, Texas acting through its governing body, the Fort Bend Commissioners Court (hereinafter called "Fort Bend County").

Reliant Energy and Fort Bend County entered into an agreement concerning the provision of energy assistance funds for Reliant Energy customers in the Fort Bend County, Texas area ("Agreement") dated February 22, 2007 ("Effective Date"). This First Amendment sets forth the Parties' mutual agreement to amend the Agreement as follows:

Section 1, paragraphs 1 and 2 shall be amended and replaced with the following language effective on the date of this First Amendment:

1. Description of Program and Services

For the calendar year 2007, Reliant will contribute a minimum of $80,000.00 to Fort Bend in support of the Reliant Energy Care Program. These funds will be deposited into a Fort Bend depository bank account in two installments of $40,000.00 beginning with the first installment on or before March 31, 2007. The second installment will be due and payable on or before June 30, 2007. All funds contributed to Fort Bend for energy assistance payments will be held in trust for Reliant. Reliant is at all times the beneficial owner of the deposited funds, excluding any applicable administrative fee. All funds that are not utilized or pledged to provide assistance to qualifying Reliant customers on or before the end of the Term may, at the sole discretion of Reliant, either be returned to Reliant within 10 days following the end of the Term or carried over as funding to the next year's Reliant Energy CARE Program, if applicable. Fort Bend County will be notified in writing of Reliant's decision regarding any unused funds.

In addition to the funding contributed by Reliant, Reliant has distributed additional funding received pursuant to a Settlement Agreement approved by the Public Utility Commission of Texas in Docket No. 32093 to be used for bill payment assistance. The initial funds totaling $302,718.78 must be used by Fort Bend County during the term of this Agreement. Fort Bend County may receive additional funds during the Term of this Agreement as a part of this Settlement Agreement. Any funds received by Reliant under the Settlement Agreement will be paid to Fort Bend County and must be distributed by Fort Bend County in accordance with the requirements of the Settlement Agreement. Fort Bend County will be notified of the receipt of this funding at least 10 business days in advance of the deposit of these funds.

Except as specifically amended herein, the terms and conditions of the remainder of the Agreement shall remain in full force and effect as written. Unless defined in this First Amendment, all defined terms shall have the meanings given to them in the Agreement.

All references in the Care Program Agency Agreement to the term "Agreement" shall include the terms and conditions of this First Amendment.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this First Amendment as of the Effective Date.

RELIANT ENERGY RETAIL SERVICES LLC

By _____

Tracy Carmen-Jones

Vice President, Community Marketing

Date: September 21, 2007

FORT BEND COUNTY

By _____

Print: Robert Hebert

Title County Judge

Date 8-6-08

Attest: _____

DIANNE WILSON County Clerk

19. FORT BEND COUNTY FLOOD CONTROL WATER SUPPLY CORPORATION: The Board of Directors of the Fort Bend County Flood Control Water Supply Corporation reviewed this item at their regular meeting held on February 28, 2007, and made the following recommendation to Commissioners Court:
Approve Addendum/Proposal in the amount of $10,000 to amend existing Contract for Wetland Consulting Services with Wetland Technologies Corporation for the Big Creek Channel Modification Project, Segment 5.

20. FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority reviewed these items at their regular meeting on March 21, 2007, and made the following recommendation to Commissioners Court:
   A. Engineering:
      1) Approve proposal in the amount of $72,321.00 from Electronic Transaction Consultants for additional toll enforcement equipment for the Fort Bend Parkway, Project A.
      2) Approve proposal in the amount of $2,500.00 from Brown & Gay Engineers, Inc. to prepare a traffic control plan for temporary lane closures at the main lane plaza of the Fort Bend Parkway, Project A.
      3) Approve proposal in the amount of $908.00 from Decatur Electronics for radar enforcement equipment for the Fort Bend County Sheriff's Department for the Westpark Tollway.
   B. Treasurer:
      1) Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated March 21, 2007, for an amount totaling $469,667.31, of which $68.75 is for construction work done on Section A of the Fort Bend Parkway; $1,453.90 for construction work done on Section B of the Fort Bend Parkway; $467,185.91 is for construction work done on Westpark Toll Road Corridor Project, Section A, $750.00 for construction work done on Grand Parkway, Segment D project, and $208.75 for the Trammel Fresno Road study. (Fund: 220-045-2025-Multi)
      2) Authorize payment of operations invoices in the amount of $87,954.23 for the Fort Bend Parkway, Section A and Westpark Corridor. (Fund: 410-091-0910-1000)

21. HEALTH & HUMAN SERVICES:
   A. Emergency Medical Service: Approve Addendum to Affiliation Agreement between Fort Bend County and San Jacinto College, extending the term through September 30, 2008.
   B. Social Services:
      1) Ratify acceptance of grant funds in the amount of $291,468 for the Phase XXV Emergency Food and Shelter Program, along with an additional award of $91,036 for assistance to former Katrina/Rita evacuees, for a total amount of $382,503 for use through September 30, 2007 in the following categories: Food $19,125; Rent/Mortgage $237,152; and Utilities $126,226, with no match required by Fort Bend County.
      2) Approve renewal of the CARE Program Agency Agreement between Fort Bend County and Reliant Energy Retail Services, LLC to receive and distribute funding in the amount of $80,000 to residents qualifying for assistance in meeting energy related expenses through December 31, 2007, at no cost to the County.

29. **TREASURER: Approve the Monthly Report submitted by County Treasurer for February, 2007, and authorize publication of Affidavit of same, in accordance with Local Government Code §114.026. (Fund: 010-045-0450-4010)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6A and 6B2 – 29.

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

Item 6B1 cancelled

30. **COUNTY JUDGE:**

A. **Take all appropriate action to adopt Amendment to Order Calling a Bond Election on May 12, 2007 in Fort Bend County, Texas.**

B. **Adoptar la Modificacion a La Orden Para Convocar Una Eleccion De Bonos que dispone una eleccion de bonos para celebrarse el 12 de mayo de 2007 en el Condado.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve item 30 A – B.

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

C. **Take all appropriate action to transfer the Payroll Department, and all associated payroll administrative duties into the County Treasurer's Office for reporting and budget purposes effective April 8, 2007.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to transfer the Payroll Department, and all associated payroll administrative duties into the County Treasurer's Office for reporting and budget purposes effective April 8, 2007.

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

D. **Take all appropriate action on the Second Amendment to Tax Abatement Agreement between Fort Bend County and Three Sugar Creek Center, Ltd., for assignment of the Agreement to Sugar Creek Opportunity Fund I, Ltd.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Tax Abatement Agreement between Fort Bend County and Three Sugar Creek Center, Ltd., for assignment of the Agreement to Sugar Creek Opportunity Fund I, Ltd.

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

AGENDA ITEM

FORT BEND COUNTY FY 2007
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/20/2007	**Submitted By:**
	Department: Social Services
Court Agenda Date: 3/27/2007	**Phone Number:** 28-342-7300

21B-2

SUMMARY OF ITEM:
Approve renewal of the CARE Program Agency Agreement between Fort Bend County and Reliant Energy Retail Services, LLC to receive and distribute funding in the amount of $80,000 to residents qualifying for assistance in meeting energy related expenses through December 31, 2007, at no cost to the County.

RENEWAL AGREEMENT/APPOINTMENT: YES ☑ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☑ NO ☐

List Supporting Documents Attached: Correspondence and Agreement from Reliant

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☑	Auditor	(281-341-3774)	☑	Comm. Pct. 1	(281-342-0587)
☑	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
☑	Facilities/Planning	(281-633-7022)	☑	Comm. Pct. 3	(281-242-9060)
☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☑	Other: HHS	(281-342-0557)	☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve renewal of agreement to receive energy assistance funds.

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Mar 20 2007 11:05 P.01

Community Marketing
PO Box 148
Houston, Texas 77001-0148

Reliant Energy

CARE Program Agency Agreement

This AGREEMENT is between Reliant Energy Retail Services, LLC ("Reliant") a Delaware limited liability company with principal offices at 1000 Main, Houston, Texas 77002 and Fort Bend County having its principal office at 301 Jackson St. Suite 719, Richmond, Texas 77469 ("Fort Bend").

RECITALS

Reliant is a certified Retail Electric Providers ("REPs") serving areas in Texas and is required to establish and maintain an Energy Assistance Program in accordance with the rules and regulations of the Public Utility Commission of Texas to provide energy assistance in the counties served by Reliant;

Fort Bend has a proven record of managing energy assistance and heat relief programs for various governmental and private entities and is capable of processing Reliant's customer payment assistance in an efficient, effective fashion; depositing said payments in designated Reliant accounts at specified banking institutions; and transmitting payment information;

Fort Bend has sufficient staffing located throughout the county to distribute energy assistance payments to Reliant's customers in the county, and perform the necessary enrollment application, qualification, disbursement and remittance processing procedures;

Reliant and Fort Bend hereby agree as follows:

1. Description of Program and Services

For the calendar year 2007, Reliant will contribute a minimum of **$80,000.00** to Fort Bend in support of the Reliant Energy Care Program. These funds will be deposited into a Fort Bend depository bank account in two installments of **$40,000.00** beginning with the first installment on or before **March 15, 2007**. The second installment will be due and payable on or before **June 30, 2007**. All funds contributed to Fort Bend for energy assistance payments will be held in trust for Reliant. Reliant is at all times the beneficial owner of the deposited funds, excluding any applicable administrative fee. All funds that are not utilized or pledged to provide assistance to qualifying Reliant customers on or before the end of the Term will be returned to Reliant within 10 days following the end of the Term.

In addition to the funding contributed by Reliant, Reliant has distributed additional funding received pursuant to a Settlement Agreement approved by the Public Utility Commission of Texas in Docket No. 32093 to be used for bill payment assistance. The initial funds totaling $302,718.78 must be used by Fort Bend County during the period of

CO JUDGE BOB HEBERT Fax:2813418609 Mar 20 2007 11:06 P.05

Community Marketing
PO Box 148
Houston, Texas 77001-0148

Reliant Energy.

September 1, 2006 through August 31, 2007 (Program Fiscal Year). Fort Bend County shall receive additional funds during the Term of this Agreement as a part of this Settlement Agreement. Any funds received by Reliant under the Settlement Agreement will be paid to Fort Bend County and must be distributed by Fort Bend County in accordance with the requirements of the Settlement Agreement. Fort Bend County will be notified of the receipt of this funding at least 10 business days in advance of the deposit of these funds.

Fort Bend will provide the following services required to manage the energy assistance program on behalf of Reliant during the term of this Agreement unless so amended in writing, by mutual agreement of the parties.

a. Fort Bend must qualify Reliant customers as eligible recipients in accordance with the energy assistance and heat relief programs administered by government agencies and in accordance with the Reliant Energy CARE Program eligibility qualifications attached hereto as Exhibit A and incorporated herein by reference and made a part of this Agreement.

b. Fort Bend will provide training for all employees responsible for conducting Reliant Energy CARE Program customer eligibility qualifications based on the provisions set forth in Exhibit A and using the Reliant Energy Guidelines and Information attached hereto as Exhibit B.

c. Fort Bend will process payments through the use of the OCS/EBPP to Reliant Cash Remittance department. Fort Bend must enter the qualified customer information into a database. Fort Bend must transmit the data on or before the first of the month.

d. Fort Bend will enter payment information into its database system; process said information; reconcile output with details; create an electronic file and transmits the information to Reliant at on or before the 1st day of each month containing a list of the qualified customers and the amount of the payment for the month.

e. Fort Bend will deposit the monies due for each qualified customer on a monthly basis via ACH transfer into the designated Reliant account(s) at approved banking institution(s) by the 15th of each month.

f. Fort Bend must submit a monthly report to Reliant detailing the recipients and total monthly expenditures on or before the last day of each month until the entire contribution fund balance has been depleted. Monthly reports should be submitted to the Reliant Energy Agency Desk with a copy to Reliant Energy Corporate Outreach department.

CO JUDGE BOB HEBERT Fax:2813418609 Mar 20 2007 11:06 P.06

Community Marketing
PO Box 148
Houston, Texas 77001-0148

Reliant Energy.

2. Term

This Agreement will become effective upon execution by Reliant and will remain in effect until December 31, 2007, unless otherwise terminated or extended as provided in this Agreement.

3. Termination

Reliant has the absolute right to terminate this contract for its convenience, in whole or in part, for any reason, at any time by providing thirty (30) days advance written Notice to Fort Bend. In the event of such termination, Fort Bend shall promptly comply with the directions contained in such Notice and shall, subject to Reliant's direction, take action as may be necessary to terminate the work under this Agreement and minimize its costs and liability with respect to the terminated work. In no event shall Reliant be liable to Fort Bend for any anticipated revenues under this Agreement.

Fort Bend has the absolute right to terminate this contract for its convenience, in whole or in part, for any reason, at any time by providing a minimum of thirty (30) days advance written notice to Reliant.

Termination for Default

This Agreement may be terminated by Reliant in the event Fort Bend shall fail to perform ("breach") any material obligation hereunder, and such breach shall not be remedied within fifteen (15) days after written notice thereof to Fort Bend. Reliant shall have no liability to Fort Bend for costs incurred by Fort Bend as a result of such termination.

Termination for Bankruptcy

Either party shall have the right to terminate this Agreement upon fifteen (15) days prior written notice in the event of a filing, by or on behalf of the other party, in any court, of a petition of bankruptcy, or insolvency or for a reorganization, or for an appointment of a receiver or trustee of all or part of that party's property.

Non-exclusive Remedy

The rights and remedies of Reliant provided in this Section 3 shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

CO JUDGE BOB HEBERT Fax:2818609 Mar 20 2007 11:06 P.07

Community Marketing
PO Box 148
Houston, Texas 77001-0148

Reliant Energy.

4. Timely Performance

The parties acknowledge that all parts of this Agreement will be executed in a timely manner. Notwithstanding that Reliant's designated bank accounts have been credited within the parameters set forth in this Agreement, Fort Bend bears the responsibility for monthly reconciliation and balancing of Reliant's qualified customer accounts. Fort Bend shall perform any transaction research necessary to reconcile Reliant's qualified customer accounts, which are out of balance due to the action or inaction of Fort Bend within five (5) days of notification thereof by Reliant and at no cost to Reliant.

5. Force Majeure

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control as a result of the following: acts of God, acts of civil or military authorities, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, floods, or volcanic action.

6. Independent Contractor

Fort Bend agrees that in the performance of the work contemplated hereunder, it shall be an independent contractor and not an employee of Reliant, that workers engaged by Fort Bend on this work shall at all times be considered Fort Bend's employees and not those of Reliant.

7. Records

During the term of this Agreement and for a period of two (2) years thereafter, Fort Bend shall keep, maintain and preserve, at Fort Bend's principal office or in an alternate secure location, in the form of hard copy, microfiche, microfilm, or electronic media full records of all transactions relating to the work Fort Bend performed under this Agreement. Upon reasonable notice, which notice shall specify the accounts, records and books requested for viewing, Reliant shall be afforded adequate work space and shall have full access during normal business hours to inspect, audit and reproduce any and all such accounts, records and books of Fort Bend.

8. Confidentiality

Reliant understands that Fort Bend County is subject to the Texas Public Information Act. Any document required to be disclosed under said Act must be available to the public upon request. Any document not required to be disclosed under said Act withheld from public disclosure.

Community Marketing
PO Box 148
Houston, Texas 77001-0148

9. Compliance with Law

In performance of this Agreement, Fort Bend agrees to comply with all local, City, State and Federal regulations as they may apply to the services provided herein.

10. Notices

Any written notice required by the terms of this Agreement shall be deemed to be sufficiently given when sent by certified or registered mail, postage prepaid, to the respective parties as follows;

Reliant Energy Retail Services, LLC
P.O. Box 148
Houston, Texas 77001-0148
Attn: Tracy Carmen-Jones, Vice-President, Community Marketing

Fort Bend County
301 Jackson St., Ste 719
Richmond, Texas 77469
Attn.: County Judge

With a Copy to: Fort Bend County Social Services
4520 Reading Rd., Suite A
Rosenberg, Texas 77471
Attn: Hopie Solomon, Director

The foregoing addresses may be changed at any time by written notices to the other party.

11. Headings

The headings in this Agreement are for convenience only and shall not be construed to define or limit any terms.

12. Waiver of Rights

No course of dealing or failure of either party to strictly enforce any terms, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

13. Binding Nature and Assignment

This Agreement shall be binding upon the parties and their successors and permitted assigns. Reliant reserves the right to assign this Agreement to any wholly owned subsidiary or any affiliate company.

CO JUDGE BOB HEBERT Fax:2813418609 Mar 20 2007 11:07 P.09

Community Marketing
PO Box 148
Houston, Texas 77001-0148

14. Governing Law/Jurisdiction/Venue

This Agreement shall be construed under and governed by the laws of the State of Texas. The parties agree that this Agreement is fully performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

15. Severability

In the event that one or more provisions contained in this Agreement are for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other term or condition of this agreement and this agreement shall be construed as if the unenforceable provision was not contained in this agreement.

16. Entire Agreement

The parties acknowledge that they have read this Agreement and understand it and agree to be bound by its terms and conditions. Further, the parties agree that it is a complete and exclusive statement of the Agreement between them which, except for the schedule herein, supersedes all other proposals and prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

RELIANT ENERGY RETAIL SERVICES LLC	FORT BEND COUNTY
By Tracy Carmen-Jones	By _____
Tracy Carmen-Jones	Print: _____
Vice President, Community Marketing	Title: _____
Date: February 22, 2007	Date: _____
	Attest: _____ County Clerk, Dianne Wison, Ph.D.

CO JUDGE BOB HEBERT Fax:2813418609 Mar 20 2007 11:07 P.10

Community Marketing
PO Box 148
Houston, Texas 77001-0148

Reliant Energy.

EXHIBIT A

RELIANT ENERGY CARE PROGRAM ELIGIBILITY QUALIFICATIONS

1. Each Fort Bend County client recipient of CARE contributions must be a Reliant Energy customer with an active account.
2. Fort Bend County client recipient name must match the Reliant Energy customer name.
3. All Fort Bend County client recipients of CARE contributions are eligible for a maximum annual payment not to exceed $300. The assistance payment may be a one-time payment of up to $300 in accordance with the agency hardship criteria or the recipient may receive multiple assistance payments as long as the annual total does not exceed the maximum $300 limit.

CO JUDGE BOB HEBERT Fax:2813415509 Mar 20 2007 11:07 P.11

Reliant Energy

Exhibit B

2007 CARE Program Guidelines and Information

AS PER ORIGINAL

In an effort to implement the CARE Program efficiently, Reliant Energy provides important guidelines and information that will assist you in administering the Program. Please distribute and discuss these guidelines in a training session with all volunteers and staff.

Reliant Energy Contact Information

- **Grenda Monroe (Agency Desk) 713-497-5430**
- **Miray Holmes (Community Marketing & Involvement) 713-497-2622**

How the Program Works

- **Agency qualifies active Reliant Energy customer**
- **Agency contacts Reliant Energy Agency Desk via phone or fax to make an inquiry or pledge on behalf of the customer**
- **Agency remits payment to Reliant Energy (address provided below) and includes documentation that denotes CARE payment – see attached example**
- **Payment should be remitted within 30-45 days from the pledge date**
- **Agency sends to Reliant Energy a monthly report via fax or email recording activity and balance of funds at the end of each month or no later than the 5th day of the following month (report form provided)**

Standard Payment Remittance Address

Reliant Energy Retail Services, LLC
P. O. Box 1046
Houston, TX 77251-1046
Attn: CARE, Special Services

Electronic Payment Information

If your agency is interested in setting up an electronic payment process via EFT (Electronic Funds Transfer), contact Levas Johnson at lajohnson@reliant.com or call 713-497-4555.

Monthly Reporting Requirements

Prepare attached monthly report forms and fax or email to *both* parties:

- ✓ **Grenda Monroe, Reliant Energy, gmonroe@reliant.com, fax 713-488-5469 or toll-free fax 1-888-363-3574**
- ✓ **Miray Holmes, Reliant Energy Community Marketing & Involvement, mholmes@reliant.com or 713-537-5188**

CO JUDGE BOB HEBERT Fax:2813418609 Mar 20 2007 11:08 P.12

Reliant Energy

Community Marketing
PO Box 148
Houston, Texas 77001-0148

February 22, 2007

Fort Bend County Social Services
Hopi Solomon, Director
4520 Reading Road Suite A
Rosenberg, TX 77471

Re: Agency Agreement for Reliant Energy Retail Services, LLC CARE Program ("CARE")

Dear Ms. Solomon:

Reliant Energy is pleased to provide CARE funds to Fort Bend County Social Services for the purpose of assisting Reliant Energy customers in paying their electricity bills. Enclosed in the 2007 CARE Program Agreement for your review and signature. On or before March 31, 2007, Reliant Energy will contribute $$40,000 to Fort Bend County Social Services in support of the 2007 Reliant Energy CARE Program. An additional contribution payment in the amount of $$40,000 will be made to Fort Bend County Social Services on or before June 30, 2007. The purpose of these contributions is to provide funding for energy assistance payments to Reliant Energy customers under the CARE program.

To acknowledge your agreement to and acceptance of the terms and conditions outlined in the agency agreement and Exhibit A, please sign. Keep one copy for your records and return one agreement with the airbill provided. If you have any questions, you may contact Miray Holmes at 713-497-2622.

Sincerely,

Tracy Carmen-Jones

Tracy Carmen-Jones
Vice President, Community Marketing & Involvement

AGREED AND ACCEPTED:

By: _____
Hopi Solomon, Executive Director

Date: _____

{00063370.1 / 02-0391-8841}

CO JUDGE BOB HEBERT Fax:2813418609 Mar 20 2007 11:05 P.04

HEALTH & HUMAN SERVICES
SOCIAL SERVICES DEPARTMENT
FORT BEND COUNTY, TEXAS

HOPIE SOLOMON, LSW
DIRECTOR

Memo to: Judge Hebert and Commissioners

From: Hopie Solomon
Director of Social Services

Date: March 12, 2007

Reference: Agenda Item

Please note two items will appear on the March 27th agenda for court approval.

1. On January 2, 2007, the court gave this agency permission to make application for "The Emergency Food and Shelter Program". I am pleased to announce the agency has been awarded $382,503 dollars to assist county residents in the area of Food, Rent/Mortgage and Utility assistance. This item will appear on agenda for formal acceptance.

2. Reliant Energy Retail Services, LLC "Care" Program contract is the 2nd agenda item that will appear on agenda for renewal. Fort Bend County Reliant customers can apply for assistance from the $80,000 dollar that has been awarded. $40,000 will be received in March 2007 with the remaining $40,000 to be received in June 2007.

Please note the County Attorney's office has reviewed and approved the Reliant agreement.

10 pages

4520 Reading Rd., Suite A • Rosenberg, TX 77471 • (281) 342-7300 • Fax (281) 342-0557
303 Texas Parkway, Suite 202 • Missouri City, TX 77459 • (281) 403-8050 • Fax (281) 403-8055

CO JUDGE BOB HEBERT Fax:2813418609 Mar 20 2007 11:05 P.02

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

HEALTH & HUMAN SERVICES
SOCIAL SERVICES DEPARTMENT
FORT BEND COUNTY, TEXAS

HOPIE SOLOMON, LSW
DIRECTOR

COUNTY JUDGE
RECEIVED
MAR 19 2007

MEMORANDUM

TO: Roy Cordes, County Attorney

FROM: Hopie Solomon
Director of Social Services

DATE: February 27, 2007

SUBJECT: Agenda item

Please review the attached contract renewal with Reliant Energy and notify us when it can go on court agenda for approval.

RECEIVED
FEB 28 2007
COUNTY ATTORNEY

Approved As To Legal Form:
Asst. County Atty. Date

Approved As To Legal Form:
Asst. County Atty. Date

4520 Reading Rd., Suite A • Rosenberg, TX 77471 • (281) 342-7300 • Fax (281) 342-0557
303 Texas Parkway, Suite 202 • Missouri City, TX 77459 • (281) 403-8050 • Fax (281) 403-8055

CO JUDGE BOB HEBERT Fax:2813418609 Mar 20 2007 11:05 P.03

34A

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 30 2008	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: August 5, 2008	**Phone Number: 281/341-8631**

SUMMARY OF ITEM:

Take all appropriate action to reclassify Positions 5601-0177, Sheriff's Office, from Telecommunications Officer I, Grade 9 of the Administrative/Clerical Policy Group to Telecommunications Officer II, Grade 11 of the Administrative/Clerical Policy Group, effective August 9, 2008.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action to reclassify Positions 5601-0177, Sheriff's Office, from Telecommunications Officer I, Grade 9 of the Administrative/Clerical Policy Group to Telecommunications Officer II, Grade 11 of the Administrative/Clerical Policy Group, effective August 9, 2008.

34B

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 30 2008
Court Agenda Date: August 6, 2008
Submitted By: Kent Edwards
Department: Human Resources
Phone Number: 281/341-8631

SUMMARY OF ITEM:

Take all appropriate action to implement compensation changes as presented by HR, in Civilian Detention Officer Recommendation letter, effective August 9, 2008. (Funding: Sheriff - Detention, Salaries and Juvenile, Salaries).

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action to implement compensation changes as presented by HR, in Civilian Detention Officer Recommendation letter, effective August 9, 2008. Recommendation letter and salary structure attached.

Special Handling Requested (specify):

Civilian Detention Officer Recommendation

We have an urgent need at the Sheriff's Office to recruit and staff Civilian Detention Officers for the new jail facility. The Fort Bend County Human Resources Department conducted a salary survey of Law Enforcement jobs in order to assess the market competiveness of these positions. The survey was sent out in May 2008 to 32 public entities and we received responses from the following 16 cities and counties.

Cities	Counties
Austin	Bell
Houston	Collin
Katy	Denton
Missouri City	Galveston
Pearland	Harris
Plano	Johnson
Rosenberg	McLennan
Stafford	Williamson

An analysis of the survey results indicates that the average pay for Civilian Detention Officers is 18.5% below the market average. In order to become more competitive in the market and to attract and retain personnel for these positions, we make the following recommendations.

1. Move the SO Civilian Detention Officer and Juvenile Probation Detention Officer positions from grades 7 and 8 in the Admin/Clerical policy group to grades 7 and 8 in new Civilian Detention policy group.

2. Take the current employees to the next closest step upward from their current salary and then plus one step. This amounts to an average increase of 4.96% at the SO and 4.21% at Juvenile Probation.

3. Make the change effective with the payroll period beginning August 9, 2008. The impact to do this for the remainder of the 2008 budget year would be $27,086. The annualized effect of the increase would be $176,060. These calculations include open positions, so the actual impact would be less than the figures cited.

At this point we do not know what increases Commissioners Court will adopt for the 2009 budget year. If however, we assume a 3% increase to the structures and a 1 step increase for these employees, the results of adopting this proposal would be about a 10% increase from their current salary and would go a long way toward making these positions more competitive in the market. Again, assuming a 3% structure increase for 2009, and continuing the practice of starting Civilian Detention Officers at step 2, the starting salary for these positions would be $29,550 in October. This would put us in a better position to recruit for all of the positions that are needed to staff the jail.

Law Enforcement

Grade	Minimum Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
9	$1,399.20	$1,432.00	$1,465.60	$1,500.00	$1,535.20	$1,571.20	$1,608.80
	$36,519.12	$37,375.20	$38,252.16	$39,150.00	$40,068.72	$41,008.32	$41,989.68
10	$1,584.80	$1,622.40	$1,660.00	$1,699.20	$1,739.20	$1,780.00	$1,821.60
	$41,363.28	$42,344.64	$43,326.00	$44,349.12	$45,393.12	$46,458.00	$47,543.76
11	$1,793.60	$1,835.20	$1,878.40	$1,922.40	$1,968.00	$2,014.40	$2,061.60
	$46,812.96	$47,898.72	$49,026.24	$50,174.64	$51,364.80	$52,575.84	$53,807.76
12	$2,019.20	$2,066.40	$2,115.20	$2,164.80	$2,215.20	$2,267.20	$2,320.80
	$52,701.12	$53,933.04	$55,206.72	$56,501.28	$57,816.72	$59,173.92	$60,572.88
13	$2,270.40	$2,323.20	$2,378.40	$2,433.60	$2,491.20	$2,549.60	$2,609.60
	$59,257.44	$60,635.52	$62,076.24	$63,516.96	$65,020.32	$66,544.56	$68,110.56
14	$2,547.20	$2,607.20	$2,668.00	$2,731.20	$2,795.20	$2,860.80	$2,928.00
	$66,481.92	$68,047.92	$69,634.80	$71,284.32	$72,954.72	$74,666.88	$76,420.80
15	$2,852.80	$2,920.00	$2,988.00	$3,058.40	$3,130.40	$3,204.00	$3,279.20
	$74,458.08	$76,212.00	$77,986.80	$79,824.24	$81,703.44	$83,624.40	$85,587.12

Civilian Detention

Grade	Minimum Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7	$1,073.60	$1,099.20	$1,124.80	$1,151.20	$1,178.40	$1,205.60	$1,234.40
	$28,020.96	$28,689.12	$29,357.28	$30,046.32	$30,756.24	$31,466.16	$32,217.84
8	$1,228.00	$1,256.80	$1,286.40	$1,316.80	$1,347.20	$1,379.20	$1,411.20
	$32,050.80	$32,802.48	$33,575.04	$34,368.48	$35,161.92	$35,997.12	$36,832.32

Midpoint Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
$1,646.40	$1,684.80	$1,724.80	$1,764.80	$1,806.40	$1,848.80	$1,892.80	$1,936.80
$42,971.04	$43,973.28	$45,017.28	$46,061.28	$47,147.04	$48,253.68	$49,402.08	$50,550.48
$1,864.80	$1,908.80	$1,953.60	$1,999.20	$2,046.40	$2,094.40	$2,143.20	$2,193.60
$48,671.28	$49,819.68	$50,988.96	$52,179.12	$53,411.04	$54,663.84	$55,937.52	$57,252.96
$2,109.60	$2,159.20	$2,210.40	$2,262.40	$2,315.20	$2,369.60	$2,425.60	$2,482.40
$55,060.56	$56,355.12	$57,691.44	$59,048.64	$60,426.72	$61,846.56	$63,308.16	$64,790.64
$2,375.20	$2,431.20	$2,488.00	$2,546.40	$2,606.40	$2,668.00	$2,730.40	$2,794.40
$61,992.72	$63,454.32	$64,936.80	$66,461.04	$68,027.04	$69,634.80	$71,263.44	$72,933.84
$2,671.20	$2,733.60	$2,797.60	$2,864.00	$2,931.20	$3,000.00	$3,070.40	$3,142.40
$69,718.32	$71,346.96	$73,017.36	$74,750.40	$76,504.32	$78,300.00	$80,137.44	$82,016.64
$2,996.80	$3,067.20	$3,139.20	$3,212.80	$3,288.80	$3,365.60	$3,444.80	$3,526.40
$78,216.48	$80,053.92	$81,933.12	$83,854.08	$85,837.68	$87,842.16	$89,909.28	$92,039.04
$3,356.00	$3,435.20	$3,516.00	$3,598.40	$3,683.20	$3,769.60	$3,858.40	$3,948.80
$87,591.60	$89,658.72	$91,767.60	$93,918.24	$96,131.52	$98,386.56	$100,704.24	$103,063.68

Midpoint Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
$1,263.20	$1,292.80	$1,323.20	$1,354.40	$1,386.40	$1,418.40	$1,452.00	$1,486.40
$32,969.52	$33,742.08	$34,535.52	$35,349.84	$36,185.04	$37,020.24	$37,897.20	$38,795.04
$1,444.80	$1,478.40	$1,513.60	$1,548.80	$1,585.60	$1,622.40	$1,660.80	$1,700.00
$37,709.28	$38,586.24	$39,504.96	$40,423.68	$41,384.16	$42,344.64	$43,346.88	$44,370.00

AS PER ORIGINAL

Maximum Step 16
$1,982.40
$51,740.64
$2,245.60
$58,610.16
$2,540.80
$66,314.88
$2,860.00
$74,646.00
$3,216.80
$83,958.48
$3,608.80
$94,189.68
$4,041.60
$105,485.76

Maximum Step 16
$1,520.80
$39,692.88
$1,740.00
$45,414.00

36

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 7-30-2008	**Submitted By: Yvette R. Maldonado**
	Department: Public Transportation
Court Agenda Date: August 6, 2008	**Phone Number: 281-633-7433**

SUMMARY OF ITEM:
Take all appropriate action to execute Contract Amendment No 1 for the Texas Commission on Environmental Quality under the Local Initiative Projects to add additional State funding in the amount of $134,860.75 for FY09.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached: Amendment No 1 w/ a copy of the Original Contract

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

CONTRACT NUMBER 582-8-89960

CONTRACT AMENDMENT TO THE INTER-GOVERNMENTAL COOPERATIVE REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND FORT BEND COUNTY

STATE OF TEXAS
COUNTY OF TRAVIS

AMENDMENT NUMBER 1

Pursuant to Article 7 (AMENDMENTS) in the GENERAL CONDITIONS of the Agreement, the Texas Commission on Environmental Quality (TCEQ) and Fort Bend County (GRANTEE), hereby agree to amend Contract Number 582-8-89960 to add $134,860.75 bringing the total Maximum TCEQ Obligation to $266,732.90 (for the period FY08 through FY09) replacing the Maximum TCEQ Obligation shown on the Contract Signature Page (page 1 of 18). With this amendment, the Maximum TCEQ Obligation over the Term of the Contract, is:

Fiscal Year	Contract Amount
FY08	$131,872.15
FY09	$134,860.75
Total Maximum TCEQ Obligation	**$266,732.90**

In accord with the Agreement between TCEQ and Fort Bend County, FY08 funds may be used by the GRANTEE in FY08 and FY09 through August 31, 2009. However, all funds, both FY08 and FY09 funds, must be spent by August 31, 2009 unless otherwise determined by the TCEQ.

Also effective with this Amendment, the addition of the specific amount of FY09 funding, $134,860.75, replaces the estimated funding amount, $131,800.00, for FY09 shown in Article V. AMOUNT OF FUNDING on page 5 of 18 of the Agreement.

All other conditions and requirements of Contract Number 582-8-89960 remain unchanged, and shall apply to all services specified herein just as if those services had been included in the original scope of services of this Contract.

TCEQ:
Texas Commission on Environmental Quality

_____
(Signature)

Carlos Rubinstein
(Printed Name)

Deputy Executive Director, TCEQ
(Title)

Date: _____

Grantee:
Fort Bend County

(Signature)

Honorable Robert E. Hebert
(Printed Name)

Fort Bend County Judge
(Title)

Date: 8-6-08

8-11-08 copy received

Local Initiative Projects (LIRAP)

Contract No. 582-8-89960

Texas Commission on Environmental Quality

Intergovernmental Cooperative Reimbursement Agreement with Federal, State and Local Governments and Agencies CONTRACT SIGNATURE PAGE

Contract Name	**Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiative Projects**
Contract Number	582-8-89960
Performing Party	Fort Bend County
Performing Party Identification Number	746001969

Maximum TCEQ Obligation:	Effective Date:	Expiration Date:
$131,872.15	Date of last signature	August 31, 2009

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a governmental body, agency, or political subdivision of: the United States, the State of Texas, or another State, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperative Act, and Texas Water Code §§ 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by TCEQ for its own convenience with 30 days written notice.

Parties to the Contract:	**Texas Commission on Environmental Quality (TCEQ)**	**Fort Bend County**
By (Authorized Signature)	D.C. Schanbacher	Robert E. Hebert
Printed Name:	David C. Schanbacher, P.E.	Honorable Robert E. Hebert
Title:	Chief Engineer	Fort Bend County Judge
Date of Signature:	18 April 2008	March 11, 2008
Contract Manager Name	Marivel Rodriguez	
Contact Numbers	(512) 239-2474	
Procurement and Contracts Representative	Mike Fishburn	Deborah Brown, CTPM
Printed Name	Mike Fishburn	Deborah Brown, CTPM
Date	03/13/08	03/13/08

Intergovernmental Cooperative Reimbursement Agreement
CONTRACT DOCUMENTS

The entire Contract between TCEQ and Grantee is composed of the Contract Documents listed on this page and marked by an "X". A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents, as amended, control in the descending order of the list, subject to provisions in the Special Terms and Conditions that alter the order, if any. All contract provisions, however, are subject to control by the latest and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Documents Created During the Contract (including, Contract Activity Proposals, and Work Plans, approved by TCEQ in accordance with Contract procedures and agreed amendments to those documents)
X	Contract Activities ("Scope of Work")
	TCEQ - Approved Work Plan / Grantee Proposal
	Work Order Section
X	Contract Actual Cost Budget
X	General Conditions
	Schedule of Fixed Cost for Reimbursement
	Federal Section (Including Conditions and Completed Forms)
X	Project Representatives and Records Location
X	Attachment A - Guidance for Submitting Evidence for SIP Credit
	Attachment B
	Attachment C
	Attachment D

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Inter-Governmental Cooperative Reimbursement Agreement with Federal, State and Local Governments and Agencies

CONTRACT ACTIVITIES

SCOPE OF WORK

for a grant contract agreement between TCEQ and participating county relating to expenditure of Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) funds for Local Initiative Projects under Texas Health and Safety Code §382.220

I. INTRODUCTION

The Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) was authorized by the 77th Texas Legislature in 2001 to improve air quality. LIRAP operates in areas of the state that participate in the AirCheckTexas motor vehicle emissions inspection and maintenance program administered jointly by the Texas Commission on Environmental Quality (TCEQ or commission) and the Texas Department of Public Safety (DPS).

In 2007, the 80th Texas Legislature, passed SB 12, Section 1.07, amending the Texas Health and Safety Code, (HSC) Chapter 382, to add Section382.220, titled, Use of Funding for Local Initiative Projects which authorized spending accumulated funds on clean air projects proposed by counties.

The purpose of this agreement is to implement the Legislature's mandate to fund the Local Initiative Projects. The following sections describe in more detail the eligibility requirements, types of projects that can be funded, and the process of proposal and approval of projects and expenditure of LIRAP funds.

II. ELIGIBLE COUNTIES

Only counties currently participating in the LIRAP program are eligible to receive funding under HSC §382.220 and this contract. SB 12, Section 1.07(a) specifies that Local Initiative Projects funds provided under HSC §382.220(a) and "made available to participating counties under Section 382.202(g) or 382.302 may be appropriated only for programs administered in accordance with Chapter 783, Government Code, to improve air quality. A participating county may agree to contract with any appropriate entity, including a metropolitan planning organization or a council of governments to implement a program under Section 382.202, 382.209, or this section."

III. ELIGIBLE PROJECTS

SB 12, Section 1.07 added HSC §382.220(b) which states that a project under this section must be implemented in consultation with the commission and that projects eligible for funding under Local Initiative Projects may include projects to:

(1) expand and enhance the AirCheckTexas Repair and Replacement Assistance Program;

(2) develop and implement programs or systems that remotely determine vehicle emissions and notify the

vehicle's operator;

(3) develop and implement projects to implement the commission's smoking vehicle program;

(4) develop and implement projects for coordinating with local law enforcement officials to reduce the use of counterfeit state inspection stickers by providing local law enforcement officials with funds to identify vehicles with counterfeit state inspection stickers and to carry out appropriate actions;

(5) develop and implement programs to enhance transportation system improvements; or

(6) develop and implement new air control strategies designed to assist local areas in complying with state and federal air quality rules and regulations.

To be considered eligible, a proposed project must comply with applicable provisions of state and federal laws. Also, project proposals must be received by the commission for approval no fewer than 180 days before the end of the fiscal year during which funds are to be expended, unless the commission waives this provision at its sole discretion. The costs of work performed prior to TCEQ issuing an approval for the project in a written Notice to Proceed are not Allowable Costs for reimbursement. The Commission will not reimburse any costs incurred or paid prior to the commencement of this Contract. If, after execution of this contract, funds are advanced for a project, grantee must receive approval for the project and a Notice to Proceed prior to incurring costs. The reimbursement of costs is subject to confirmation by TCEQ that the expenditure is an Allowable Cost according to this contract.

A participating county will administer and implement the Contract Activities however, the Grantee may implement the program by subcontracting with an appropriate entity including a regional council of governments or the metropolitan planning organization in the appropriate region, or with another county and overseeing the work of the subcontractor. The participating counties in a non-attainment region or counties participating in an early action compact under 30 TAC Chapter 114, Subchapter C (relating to Vehicle Inspection and Maintenance; Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program; and Early Action Compact Counties) may agree to have the money collected in any one county be used in any other participating county in the same region (HSC §382.209(g)). A proposed project that involves more than one county must include a list of participating counties and, for each participating county, written authorization, such as a letter, signed by a responsible individual of the county, that authorizes use of that county's allocation of Local Initiative Project funds, and the amount of the county's allocation to be dedicated to the proposed project.

To the extent possible, counties intending to fund projects that generate emission reduction credits to be included in the State Implementation Plan, should provide in their project proposals, documentation, descriptions, computations, or other supporting evidence demonstrating in detail the emission reduction benefits to be derived from proposed projects. If none are projected, then state none. See Attachment A for guidance on submitting evidence for SIP credit.

IV. STATUTORY RESTRICTION ON USE OF FUNDS

As specified in SB 12, Section 1.07(c), and codified in HSC §382.220(c), funds provided under this contract may not be expended for the following purposes related to operation and administration of the LIRAP program:

1. call center management;

2. application oversight;

3. invoice analysis;

4. education;

5. outreach; and

6. advertising.

Interpretation of the applicability of these prescribed categories to proposed projects is at the sole discretion of the commission. Local Initiative Project proposals must clearly state the nature of the goods and services acquired or to be acquired in the course of implementing a project.

V. AMOUNT OF FUNDING

The commission may provide funds in the form of reimbursements for approved projects that meet project eligibility requirements enumerated above. SB 12, Section 1.07(d) authorizes the commission to disburse fees collected under HSC §§382.202 and 392.302, in an amount not to exceed $5,000,000.00 per fiscal year, among all counties eligible to propose Local Initiative Projects, as described above under Section II, ELIGIBLE COUNTIES of this Agreement. Funds will be made available to the county only on a matching basis, whereby the commission provides money to a county in the same amount that the county dedicates to an eligible project, as described above under Section III, ELIGIBLE PROJECTS of this Agreement. The term "money" in SB 12, Section 1.07(d) is construed to mean cash or tangible property (as defined in the Texas Uniform Grant Management Standards (UGMS) donated for a Local Initiative Project. Clean air account funds will be allocated by the commission on a *pro rata* basis according to the number of emissions inspection stickers issued during fiscal year 2006. Funds may not be disbursed to the county if the county does not propose an approvable project during a particular fiscal year.

Maximum funding under HSC §382.220 available to:	Fort Bend County
for Local Initiative Projects during Fiscal Year **2008** is:	$131,872.15
to be expended by :	August 31, 2009

Estimated funding under HSC §382.220 available to:	Fort Bend County
for Local Initiative Projects during Fiscal Year **2009** is:	$131,800.00
to be expended by:	August 31, 2009

No part of the required 50 percent local match may come from LIRAP funding provided under HSC §382.209. All or part of the 50 percent local match may be an in-kind contribution of services or tangible property, such as donations of land or materials if consistent with state regulations.

In computing a budget for a proposed project, counties should consult and complete an actual Project Budget. All invoices for reimbursement must clearly describe the project for which reimbursement is being requested, the nature of the goods and services acquired, and the period of time during which expenses were incurred.

VI. PROJECT APPROVAL

Project proposals submitted by eligible counties will be evaluated and awarded funding based on the criteria in this contract. At a minimum, proposals should include all components listed below under "PROJECT SELECTION CRITERIA." Project expenses incurred prior to the date of issue of the letter of approval will not be eligible for reimbursement, unless agreed to in writing in advance by both parties.

VII. PROJECT SELECTION CRITERIA

Unless otherwise provided in this agreement or authorized in writing by the TCEQ, the County must submit a written plan for conducting each Local Initiative Project, which must contain the following components:

1. APPLICANT(S). County requesting funding of the Local Initiative Project and the name of the agency or entity that will administer the project.

2. RESPONSIBLE PERSON(S). Names, phone numbers and, if appropriate, titles of the individual or individuals submitting and directing this project on behalf of the eligible county or counties.

3. PROJECT DESCRIPTION. A clear and concise description of the proposed project, including details of the operation of the program, target emitting source or sources, technologies or methods to be implemented to reduce emissions, an itemized list of goods and services needed to implement the project, and any other details of the project that explain how the project will reduce emissions or help the region comply with state or federal clean air rules or regulations. If construction is proposed, the proposal should include a map of the location, photographs of the existing project site, a site plan of the proposed construction, illustrations of the proposed work, and a description of how it would be accomplished, including estimated cost.

4. PROJECT SCHEDULE. The proposal should include the proposed starting date and, if appropriate, ending date of the proposed project. If possible, the proposal should also include dates of important project milestones, or durations of key phases of the project (planning and design, bid approvals and awards, implementation or construction, if any).

5. PROJECT BUDGET. An itemized budget identifying the full cost of all project phases, including the amount and source of local matching funds or value of in-kind donations, for which Local Initiative Project funding under HSC §382.220 is requested. Of this total, a maximum of 50 percent may be reimbursed from HSC §382.220 clean air account funds not to exceed the amount in section V. "AMOUNT OF FUNDING". No part of the required 50 percent local match may come from LIRAP funding provided under HSC §382.209. All or part of the 50 percent local match may be an in-kind contribution of tangible property such as donations of land or materials, or professional services, if consistent with state regulations.

   In-Kind Match. If part or the entire 50 percent local match will be an in-kind contribution in lieu of funds, the proposal must include a detailed description and estimated value of the property or professional services to be donated to the project. A tangible in-kind match could include donations of land, equipment, or materials to be used, or professional services related to the project that can be documented. The in-kind local match cannot include professional services funded under HSC §382.209 or activities prohibited under HSC §382.220(c). The in-kind local match can be provided by another entity besides the county, such as, for example, a city or metropolitan transportation authority. If the local match is provided by an entity other than the proposing county, the proposal must include official documentation of the commitment of that property, such as by signed letter of commitment, by an appropriate agent of the owner of the property, for the purpose of implementing the proposed Local Initiative Project.

   Project Budget. The County will include with each invoice, documentation showing the amount of any in-kind contribution received.

6. PROJECT BENEFITS. Explain and document, if possible, the anticipated air quality benefits to the county or region. Describe how the air quality benefits or emission reductions are enforceable, permanent, quantifiable, and surplus, including computations, model results, or other documentation, if available. If

the proposed project provides new opportunities for innovation, diversity, enhancement, or creativity in local air quality projects, describe these benefits as well. If none are projected, then state none.

7. SIGNATURE. The proposal must be signed by a person who will be responsible for the management and implementation of the proposed project.

8. CONTACTS FOR ASSISTANCE. For further information, please contact TCEQ LIRAP staff: Marivel Rodriguez at 512/239-2474, marodrig@tceq.state.tx.us; or Donna Huff at 512/239-6628, dhuff@tceq.state.tx.us.

An approved Local Initiative Project may be amended by written agreement among the parties to this agreement.

VIII. MONITORING AND REPORTING

Participating counties must submit quarterly reports to the TCEQ documenting the activities conducted under the Local Initiative Projects, and the total amount of funds expended for the project. The reports should be filed for each quarter during the term of contract (September 1-November 30; December 1-February 29; March 1- May 31; June 1-August 31). Reports must be submitted to TCEQ within 30 days following the end of the quarter (due dates of December 30, March 30, June 30 and September 30 respectively).

Participating counties must also submit a comprehensive final report detailing all activities conducted under the Local Initiative Projects Biennium Agreement. The final report should cover the entire term of the contact and must be submitted within 30 days of the contract expiration date (September 30, 2009 respectively).

GENERAL CONDITIONS

1. CONTRACT PERIOD.

1.1 **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If an expiration date is not provided, the Expiration Date is August 31 of the same Fiscal Year.

1.2 **Renewal and Extension Period.** The Contract may be extended by notice of TCEQ beyond expiration of a Contract Period for up to ninety (90) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period. The Contract amount may be amended for Renewal as needed as this is an agreement between two governmental agencies and is not subject to competitive procurement regulations, unless this Contract was awarded under the TCEQ authority to award grants.

1.3 **Contract Renewals.** Prior to expiration of the current Contract Term (8/31/09), the Contract may be renewed up to one (1) additional year term. The parties must agree in a written amendment to renew the Contract, not to extend past 08/31/10.

2. DEFINITIONS.

2.1 "Include." The word "include" and all forms such as "including" shall be construed to introduce a non-

exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

3. AUTHORIZATION.

The Grantee must obtain a written Notice to Proceed from the TCEQ Project Representative to start project activities. Any performance of the activities prior to the Notice to Proceed is not reimbursable. At its option, TCEQ may issue a limited Notice to Proceed to authorize reimbursement for a portion of the activities.

4. FUNDS.

4.1 **Availability of Funds.** This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suit or obligation, as applicable.

4.1.1 Grantee will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Grantee is included in any subcontract it awards.

4.2 **Amount Limits on Funds.** The maximum reimbursement is shown on the Signature Page. The Contract does not guarantee a minimum amount of reimbursement, where project plans may be issued.

4.3 **Grants.** If this agreement was entered under the TCEQ authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project. TCEQ does not assert any oversight or control other than what is required by the Uniform Grant Management Standards and the Office of Management and Budget Circulars, if applicable.

4.4 Grant money issued by the TCEQ under this reimbursement contract must be spent by the county by the end of the Appropriation Biennium. An Appropriation Biennium is the period of two Fiscal Years for which the Texas Legislature has appropriated funds for these projects (ex. for the 2008-2009 biennium, funding awarded for fiscal year 2008 and fiscal year 2009 must be spent by August 31, 2009) unless otherwise determined by TCEQ.

5. ALLOWABLE COSTS.

5.1 **Conforming Activities.** TCEQ will reimburse the Grantee for Allowable Costs incurred and paid by the Grantee in performance of conforming Contract Activities only when authorized in writing. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual and authorized by this Contract and a Notice to Proceed.

5.2 **UGMS.** Allowable Costs are restricted to those that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of April 27, 2007 is http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. TCEQ Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements may apply when federal funds are included in the reimbursement.

6. REIMBURSEMENT.

6.1 **Contract for Reimbursement.** The Contract Documents describes the activities to be conducted by the Grantee for reimbursement by TCEQ.

6.2 **Reimbursement Request Deadline.** Grantee agrees to submit all outstanding requests for payment to TCEQ prior to July 15 of the second Fiscal Year following the Appropriation Fiscal Year.

6.3 **Reimbursement Requests.** Not more than once a month, Grantee may request by invoice, reimbursement of Allowable Costs for performing the Contract Activities. Grantee's request must conform to TCEQ's reimbursement requirements.

6.4 **Travel, Other Costs.** Travel costs must be specifically authorized and pre-approved by TCEQ in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for Texas state employees' travel at the time the cost is incurred. Volunteers may not receive travel costs.

6.5 **Supporting Records.** Grantee will maintain records of costs and records of performance of the Contract Activities for three (3) years following the expiration of the Contract. Upon request, Grantee will submit records in support of reimbursement requests.

6.6 **Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Grantee must return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other TCEQ remedy.

6.7 **Historically Underutilized Businesses.** Grantee agrees to include, with its invoicing, reports on the use of Historically Underutilized Businesses.

7. AMENDMENTS.

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties. The Contract amount may be amended as needed and is not subject to competitive procurement regulations.

8. CONTRACT INTERPRETATION.

8.1 **Interpretation of Times.** When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation. A calendar day of twenty-four hours measured from midnight to the next midnight constitutes a day. A period referred to as a "month" is the applicable calendar month or, if none, a period of thirty consecutive days. A period referred to as "week "is the applicable calendar week or if none, a period of seven consecutive days.

8.2 **State, Federal Law.** This Contract shall be governed by, and construed and interpreted under the laws of the State of Texas, as well as applicable federal law.

8.3 The activities funded under the Agreement conducted by the COUNTY and its grantees shall be in accordance with all provisions of the Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards include, but are not limited to, the standards set forth below:

8.3.1. Chapter 382, Subchapter G of the Texas Health and Safety Code
8.3.2. Texas Government Code Chapter 783
8.3.3. 30 TAC Chapter 14, TCEQ Rules
8.3.4. Texas Uniform Grant Management Standards (Rules of the Governor of Texas at 1 TAC § 5.141 et seq)
8.3.5. Appropriations Act of the 80th Texas Legislature Article IX Section 17.04 (requirements that grant funds be distributed by state agencies on a reimbursement or as needed basis) as well as the Appropriations Acts of any following Texas Legislative sessions that may be applicable to this provision during the term of the contract.
8.3.6. Texas Government Code Section 556.0055 (pertaining to lobbying)
8.3.7. TNRCC *Allowable Expenditure Guidelines* (pertaining to allowable costs for cost reimbursement contracts and grants)
8.3.8. Appropriations Act of the 80th Texas Legislature at Article VI rider paragraph 16 **(Appropriation: Low-income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP),**as well as the Appropriations Acts of any following Texas Legislative sessions that may be applicable to this provision during the term of the contract

8.4 **Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

9. GRANTEE'S RESPONSIBILITIES.

9.1 **Grantee's Responsibility for the Contract Activities**. Grantee undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ-hired contractor, agent, employee or vendor of goods or services. Grantee agrees that the Contract Activities are furnished and performed at Grantee's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.

9.2 **Independent Contractor.** Nothing in this agreement shall create and employee-employer relationship between Grantee and TCEQ. The parties agree that the Grantee is an independent contractor.

9.3 **Grantee's Responsibility for Subcontractors.** Grantee is solely responsible to oversee and supervise the acts and omission of Grantee's contractors, subcontractors, suppliers and other persons and organizations performing or furnishing any of the Contract Activities for Grantee. TCEQ has no responsibility and no direct or indirect contractual relationship with any person or organization performing or furnishing the Contract Activities for Grantee. Grantee is not an agent for the TCEQ.

9.4 Nothing in this Contract shall create a contractual relationship between TCEQ and any of Grantee's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Grantee.

9.5 Grantee and its employees and agents have no conflicts of interest relative to this Contract including without limitation: the source of grant funds, the selection of subgrantees to receive the grant funds and the purchases or leases made by the subgrantees.

9.6 **No Third-Party Beneficiary.** The TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties.

9.7 Grantee agrees to fully utilize the resources provided by the TCEQ under this agreement to carry out and complete the tasks and activities in this agreement.

9.8 Grantee will make available for TCEQ's review, upon TCEQ's request, all documentation pertinent to this Agreement.

9.9 The TCEQ may, during the period of this agreement, issue policy guidelines and directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy guidance or directives shall be promulgated by the TCEQ's contract representative and shall have the effect of qualifying the terms of this agreement and shall be binding upon the performance, as if written herein, provided however the said policy guidance or directives shall not alter the main scope of this agreement, nor the overall obligations of either the TCEQ or the Performing Party under the terms of this agreement.

9.10 Grantee is familiar with and understands all federal, state and local laws and regulations that may affect cost, progress, performance or completion of work. Grantee has examined and carefully studied the Agreement and other related data identified in the Agreement.

9.11 Prior to entering into any subgrantee contract with any appropriate entity including a metropolitan planning organization or a council of government, the Grantee shall provide a copy of the subcontract shell to the TCEQ for review and comment. Any substantive changes made to the subcontract shell at a later date are also subject to review and comment by the TCEQ.

9.12 If a subgrantee does not comply with the terms of its contract with the Grantee, the Grantee shall initiate such actions as it deems appropriate up to and including the recovery of all or a portion of the funds paid to the subgrantee. The TCEQ may require the Grantee to return all or a portion of the funds paid to the subgrantee.

9.13 As part of the payment process, the Grantee will require subgrantees to submit applicable supporting documentation for each activity and also retain such documents in the subgrantee's records.

10. GRANTEE PERFORMANCE EVALUATION.

Performance evaluations are a part of the TCEQ review Grantee, and may be a factor in the selection of future contracts. The TCEQ may provide this information to state agencies and upon request, to others. Grantee consents to the disclosure of any information or opinion in the evaluations.

11. CONFLICT OF INTEREST.

The Grantee shall notify the TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the Grantee or any related entity or individual performing or having access to information regarding any portion of the Contract Activities. Any entity with an organizational conflict of interest and any individual with a personal conflict of interest shall not take part in any way in the performance of any portion of the Contract Activities that creates the conflict of interest or have access to information regarding any portion of the Contract Activities that creates the conflict of interest. Grantee agrees that TCEQ has sole discretion to determine whether a conflict exists and a conflict of interest is grounds for termination for cause.

12. INTELLECTUAL PROPERTY.

12.1 **Third Party Intellectual Property.** Unless specifically waived, Grantee must obtain all Intellectual Property licenses expressly required in the Scope of Work, or incident to the use or possession of the intellectual property. Grantee shall obtain and furnish to TCEQ: documentation on the use of such

Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

13. TIME DELAYS.

13.1 **Time is of the Essence.** Grantee's timely performance is a material term of this Contract.

13.2 **Delays.** Where Grantee's performance is delayed, except by *Force Majeure* or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

14. TERMINATION.

14.1 **Termination for Cause.** TCEQ may, upon ten (10) days written notice and the opportunity to cure, terminate this Contract for cause if Grantee materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Cancellation for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

14.2 **Termination for Convenience.** TCEQ may, upon thirty (30) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Grantee. Grantee may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Grantee shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

15. INSURANCE AND INDEMNIFICATION.

15.1 **Insurance.** Unless prohibited by law, the Grantee shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Grantee and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Grantee or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the TCEQ, sufficient coverage shall include but is not limited to Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

15.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS PERFORMING THE CONTRACT ACTIVITIES ON BEHALF OF GRANTEE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND GRANTEE AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE GRANTEE OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES [redacted]. THE DEFENSE OF THE TCEQ SHALL BE

SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

16. DISPUTES, CLAIMS, REMEDIES.

16.1 **Payment not a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release constitutes a release of Grantee from liability under this Contract.

16.2 **Schedule of Remedies available to the TCEQ.** In accordance with Chapter 2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Grantee's nonconformance, TCEQ may:

16.2.1 Issue notice of nonconforming performance.
16.2.2 Reject nonconforming performance and request corrections without charge to the TCEQ.
16.2.3 Reject a reimbursement request and/or suspend further payments pending accepted revision of the nonconformity;
16.2.4 Suspend all or part of the Contract Activities and/or payments pending accepted revision of the nonconformity.
16.2.5 Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
16.2.6 Terminate the contract without the obligation to reimburse the cost of non-conforming activities.

16.3 Notwithstanding Section 16.2, no adverse action shall be taken against the Grantee, unless the non-conformity is material to the contract, the Grantee has been notified of the non-conformity, and the Grantee has been given a reasonable opportunity to correct the non-conformity.

16.4 **Cumulative Remedies.** TCEQ rights and remedies in this Contract, are in addition to, and are not in any way a limitation of any rights and remedies available under state and federal rules, regulations, and laws and at common law.

17. FINANCIAL RECORDS, ACCESS, AND AUDITS.

17.1 **Audit of Funds.** The Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, including TCEQ, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

17.2 **Financial Records.** Grantee will maintain financial records and make financial reports in accordance with the Uniform Grant Management Standards (UGMS), Part III State Uniform Requirements for Grants and Cooperative Agreements (based on OMB A-102, also referred to as the Common Rule), particularly Section _____.20, titled, Standards for Financial Management Systems which generally requires financial reports to contain accurate, current and complete disclosures and requires records to adequately identify the source and application of funds provided for the financially-assisted activities. Upon request Grantee will submit records in support of reimbursement requests. Grantee will allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Records must be

maintained for a minimum of three (3) years beyond the expiration or earlier termination of this Contract, or during any period of litigation or claims process, including appeals.

18. INDIRECT COST RATE.

18.1 **Authority for Indirect Cost Rates.** The Grantee shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates.

18.2 **Indirect Cost Rate of Contract Activities.** The costs to be reimbursed may include allowable direct costs of the Contract Activities plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowable equal to ten percent (10%) of the direct costs for salaries, wages, and fringe benefits for personnel performing work related to the Contract Activities is authorized.

19. DOCUMENTS CREATED DURING THE CONTRACT

Contract Documents created during the term of the contract are automatically incorporated into it. Any Contract Document issued under the authority of this Contract is a part of this Contract. These documents include the Notice to Proceed, TCEQ approved Project Plans, TCEQ approved Quality Management Plan, TCEQ approved Quality Assurance Project Plan, and TCEQ approved Standard Operating Procedures.

20. MISCELLANEOUS.

20.1 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Grantee will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Grantee from any duty or responsibility under the Contract.

20.2 **Sovereign Immunity.** The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, and the payment of damages.

20.3 **Venue.** Grantee agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Grantee agrees that any cause of action involving this contract arises solely in Travis County. This provision does not waive TCEQ's sovereign immunity.

20.4 **Publication.** Grantee agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Grantee agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without an agreement signed by the appropriate TCEQ authority.

20.5 **Waiver.** With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of Grantee's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the TCEQ's claims against the Grantee or its sureties.

20.6 TCEQ relies on Grantee to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

20.7 **Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for two (2) years beyond the termination or completion of the Agreement.

20.8 **Release of Claims.** As a condition to final payment or settlement, or both, the Grantee shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this contract.

20.9 This Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate or provide the funds necessary to perform pursuant to this Agreement.

20.10 Certain reporting requirements shall survive the termination of this contract. The Grantee agrees and obligates to performance in accordance with the Scope of Work beyond the termination of this Agreement.

PROJECT REPRESENTATIVES/ RECORDS LOCATION
Agreement No. 582-8-89960

ARTICLE 21.1 TCEQ PROJECT REPRESENTATIVE
The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

Marivel Rodriguez
(Name)
Program Specialist 164
(Title) (Mail Code)
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Telephone No.: (512) 239-2474

Facsimile No.: (512) 239-1500

ARTICLE 21.2 GRANTEE PROJECT REPRESENTATIVE
The individual named below is the GRANTEE Project Representative, who is authorized to give and receive communications and directions on behalf of the GRANTEE. All communications to the GRANTEE will be addressed to the GRANTEE Project Representative or his or her designee.

For Technical Matters:
Paulette Shelton
(Name)
Transportation Director
(Title)
12550 Emily Court Ste. 400
(Mailing Address)
Sugarland. Texas 77478
(City) (State) (Zip Code)

Telephone No.: (281) 633-7433

Facsimile No.: (281) 243-6715

For Contractual Matters:
Paulette Shelton
(Name)
Transportation Director
(Title)
12550 Emily Court Ste. 400
(Mailing Address)
Sugarland. Texas 77478
(City) (State) (Zip Code)

Telephone No.: (281) 633-7433

Facsimile No.: (281) 243-6715

ARTICLE 21.3 SUBMITTAL OF PAYMENT REQUESTS
Payment requests must be submitted to (whichever is checked):
- ☐ the TCEQ Project Representative.
- ☐ the TCEQ Disbursements Section.

(If neither box is checked, payment requests must be submitted to the TCEQ Project Representative).

ARTICLE 21.4 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW
The GRANTEE designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Paulette Shelton
(Name)
Transportation Director
(Title)
12550 Emily Court Ste. 400
(Mailing Address)
Sugarland. Texas 77478
(City) (State) (Zip Code)

Telephone No.: (281) 633-7433

Facsimile No.: (281) 243-6715

CONTRACT BUDGET FOR ACTUAL COST REIMBURSEMENT

ARTICLE 22.1 BUDGET

1. Authorized budgeted expenditures for Work Performed are as follows:

	$ 0
	$ 0
	$ 0
	$ 0
	$ 0
	$ 0
	$ 0
	$ 0

ARTICLE 22.2INDIRECT COSTS RATE

Indirect costs allowable under this Contract are limited to a maximum of 10 % of direct costs for salaries, wages and fringe benefits for personnel performing work related to the Grant Activities. This Indirect Cost Rate is agreed to by the parties. TCEQ is not liable for indirect costs in excess of those allowed in this paragraph. Grantee agrees that any excess indirect costs will be paid solely by Grantee with no reimbursement from the TCEQ funds under this Contract and will be considered as a matching contribution of the Grantee.

ARTICLE 22.3 BUDGET CONTROL AND TRANSFERS

Cumulative transfers amount the budgeted direct cost categories must not exceed ten percent (10%) of the current Total Budgeted amount without a written Amendment to the contract.

ARTICLE 22.4 SUBMITTAL OF PAYMENT REQUESTS

Payment requests must be submitted at monthly intervals, unless otherwise stipulated in the Contract.

Note: Invoices shall be submitted no later than 60 days following the expiration date of the contract, unless a later time is otherwise approved in writing by TCEQ.

ARTICLE 22.5 SUBMITTAL OF PAYMENT REQUESTS

Payment requests must be submitted at the interval specified below (whichever is checked; if none is checked, payment requests must be submitted monthly; if more than one is checked, invoices must be submitted when both requirements are met):

- [X] Monthly
- [ ] Upon completion of milestones/deliverables
- [ ] Upon completion of all Contract Activities
- [ ] Other

Attachment A

Guidance for Submitting Evidence for SIP Credit

Submitted evidence must address the following four criteria for evaluating air emission control strategies that demonstrates and describes how the emission reductions to be achieved by the project are:

1. **Enforceable.** Emission reductions and other required actions are enforceable if:

   A. They are independently verifiable.
   B. Program violations are defined.
   C. Those liable can be identified.
   D. The enforcing entity and the U.S. Environmental Protection Agency (EPA) maintain the ability to apply penaltics and secure appropriate corrective action where applicable.
   E. Citizens have access to all emissions-related information obtained from the source.
   F. Citizens can file suits against sources for violations.
   G. They are practicably enforceable in accordance with other EPA guidance on practicable enforceability.

2. **Permanent.** Emission reductions are permanent if it can be ensured that no emission increases (compared to emissions in the absence of the project) occur over the time the emission reduction are relied upon in the SIP.

3. **Quantifiable.** Emission reductions attributed to a Local Initiative Project are quantifiable if they can be reliably measured or determined, and if these determinations can be independently verified and replicated.

4. **Surplus.** Emission reductions used to meet air quality attainment requirements are surplus as long as they are not otherwise relied on in air quality-related programs related to a SIP, SIP-related requirements, other State air quality programs adopted but not in a SIP, or federal rules that focus on reducing criteria pollutants or their precursors. In the event that Local Initiative Project emission reductions are relied on to meet air quality-related program requirements, they are no longer surplus.

These four criteria were developed by the EPA to guide state and local governments in developing control strategies for State Implementation Plans (SIP) to improve local air quality and comply with federal regulations. Satisfaction of these criteria is necessary to generate an emission reduction that is creditable in a SIP. More information on SIP credit criteria can be found in EPA guidance: http://www.epa.gov/ttn/oarpg/t1/memoranda/eip9-2.pdf

This agreement should not be construed as a guarantee that emission reduction credits claimed to be generated by approved Local Initiative Projects will be included in the State Implementation Plan. Approval of a Local Initiative Project by the commission does not ensure SIP creditability, *per se*.

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

4520 Reading Road
Rosenberg TX 77471

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

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

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on August 5, 2008

Consent Agenda:

Approve renewing term contract B08-016 – Leather Goods. 22A

Regular Agenda:

1. Take all appropriate action on B08-084 – Pharmaceutical counting machines. 37A

2. Take all appropriate action on receiving permission to advertise for bids for legal notice advertising.

3. Consider taking action to donate a paper shredder to Texana Center as authorized by Section 263.152 (a) (4) (B) Texas Local Government Code. 37B

4. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for the purchase of an item available from only one source from the following:

   a. Frazer, LTD for ambulance module remounts, in an amount not to exceed $46,000.00. (Funding: EMS 100540100 63000) 37C1

   b. Votec Corporation for renewal of maintenance agreement for an amount not to exceed $36,000.00. (Funding: Elections 010-069-0690-4010) 37C2

   c. Hart Intercivic for renewal of annual software license and maintenance agreement for an amount not to exceed $109,000.00. (Funding: Elections 100411100 63000) 37C3

   d. Frazer, LTD for three (3) ambulance module remounts and refurbishing for an amount not to exceed $46,000.00. (Funding: EMS 100540100 63000)

5. Take all appropriate action on price increase request from S & C Construction pursuant to B08-010 – concrete pavement rehabilitation. 37D

6. Take all appropriate action on price increase request from Central Poly Corporation pursuant to B06-094 – janitorial supplies. 37E

7. Take all appropriate action on cancellation request from Cleveland Asphalt Products pursuant to B08-046 – chemical road material. 37F

8. Take all appropriate action to purchase mobile radios from Motorola utilizing the Houston Galveston Area Council agreement not to exceed $38,000.00. (Fund: Sheriff's Office 100560100 64500) 37G

9. Take all appropriate action to authorize the purchase of two (2) pick up trucks for Constable Pct. 3 pursuant to Bid 08-027 Vehicles. (Funding: 100550302 64500 and 100550303 64500) 37H

Tabulation
BID #08-084
New Pharmaceutical Counting Machines

Recommendation: Kirby Lester, LLC x 10 - $94,300.00
Funding: 100635999 64000 G635-08BIOTERR 22100

Company	Counting Machine	Optional 2nd year service contract/warranty
Kirby Lester, LLC Lake Forest IL	$11,100.00 negotiated down to $9430.00	$ 700.00

37 A

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contract approved in Commissioners Court on 08/06/08. Thank you.**

DATE: **August 7, 2008**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

8/6/08
#37A

8-11-08 orig. ret. to Cheryl at purchasing

Fort Bend County, Texas
Invitation for Bid

Purchase of New Pharmaceutical Counting Machines
for Fort Bend County
BID 08-084

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, July 10, 2008
1:30 PM (Central)

MARK ENVELOPE:

BID 08-084
Counting Machines

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 06/12/08
Issued: 06/25/08

Vendor Information

Kirby Lester, LLC
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

800.641.3961 — Telephone Number
847.984.3366 — Facsimile Number

13700 Irma Lee Court
Complete Mailing Address (for Correspondence)

Lake Forest, IL 60048
City, State and Zip Code

—
Complete Remittance Address (if different from above)

—
City, State and Zip Code

Stephen Burke, Chief Financial Officer
Authorized Representative and Title (printed)

sburke@kirbylester.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: ____

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: MFK

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: MFC

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: MEC

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: MFC

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: MFK

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: MFC

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more that 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: MFC

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: MFC

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: MFC

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: NFC

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for the purchase of ten (10) or more new pharmaceutical counting machines, which meets or exceeds the specifications contained herein.

Initials of Bidder: _____

4.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

5.0 DELIVERY:

Delivery of counters ordered must be completed within ninety (90) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

6.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

7.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

7.1 **Make and Model:** Kirby Lester KL50icf Automated Tablet/Capsule Pharmaceutical Counting Machine or equal to (see Section 1.18 above).

Kirby Lester KL-50icf Tablet/Capsule Counting Machine

State exact make and model bid

8.0 UNIT BID PRICE:

Unit bid price, for one (1) new counting machine, including 1 year service contract/warranty as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

$ 11,100.00 /each

9.0 ADDITIONAL PRICING:

Bid price for 2nd year service contract/warranty: $ 700.00 /per unit

Initials of Bidder: MFK

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: MFC

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 6th day of Aug, 2008, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Kirby Lester, LLC
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Pharmaceutical Counting Machines** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 6th day of August 2008.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Michael F Kind Controller
Printed Name and Title

LEGAL NOTICE

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 10, 2008 at 1:30 P.M.** (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-079 – PRINTING AND MAILING OF TAX STATEMENTS
BID 08-083 – SUBSTANCE ABUSE HAIR ANALYSIS TESTING
BID 08-084 – PHARMACEUTICAL COUNTING MACHINES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

Quotation valid for 60 days from date noted below and is subject to change without notice.

Quotation

KirbyLester
exactly.

Kirby Lester Sales Contact:
Robb Niemann 847.984.3397 phone 847.984.3366 fax

Customer
Fort Bend County Health & Human Svcs. Attn: David Olinger, PHP Coordinator 4520 Reading Road, Suite A Rosenberg, TX 77471 **281.238.3515 phone**

DATE	No.
16-Jul-08	080716rwn4

Contract Date	TERMS	FOB
	1/2 deposit, cc auto charge balance net 30	Lake Forest, IL

ITEM	QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
KL50icf	10.0	Kirby Lester KL50icf Automated Tablet/Capsule Counting Machine	$ 10,995.00	$ 109,950.00
Discount	10.0	multiple units discount	$ (1,670.00)	$ (16,700.00)
Shipping	10.0	Shipping and handling charges for each unit	$105.00	$1,050.00
		"Ship To" address: **Fort Bend County Health & Human Svcs.** **Attn: David Olinger, PHP Coordinator** **4520 Reading Road, Suite A** **Rosenberg, TX 77471** **713.688.3101 phone**		
			Total	$ 94,300.00

This Quotation is valid for 60 days from the date noted above and is subject to change without notice.

Please call **Robb Niemann at 847 984 3397** if you have any questions

ACCEPTED BY_____ SIGNATURE_____ DATE_____

RECORDED ON 8-20-08
IN THE COMMISSIONER COURT
MINUTES OF 8-6-08

3721

FRAZER

July 18, 2008

Kevin Kress
Ft. Bend County EMS
Fax: 281-344-3019

Rx # 10615

Quote # 5544D

Mr. Kress,

Per your request we are quoting remounting and refurbishing your Frazer Type I 12' GPM E-1248 onto your prepped 2008 Dodge Ram 3500 6.7L diesel chassis. For your convenience all pricing has been itemized below.

Remount	$	11,000.00

Includes:

a) New black grille guard and new Federal Signal AS124 speakers
b) Reuse existing console, with new combo. plate and new Whelen 295SLSA1 siren
c) Replace all generator cabling
d) New boot plate and boot
e) New mounting rubber
f) Rewire tail lights
g) New under hood breakers
h) Electrical check-out
i) New weatherstrip on doors, new rivets on panels

Additional items for your consideration:

(2) Additional Federal Signal 3600 series LEDs for grille & intersect lights in lieu of std (4)	$	300.00
Furnish & install Wig-Wag flasher	$	450.00
Replace driver's back-up light	$	75.00
Add (18) (6EFlange) chrome flanges to existing (18) Whelen 600 series LEDs	$	825.00
Remove & reinstall pre-empter with flush mount housing	$	225.00
Replace (1) compartment light in lower long storage	$	75.00
Indicator light for 30 amp shore power	$	125.00
Shore power Ignition kill switch	$	250.00
Replace 30 amp shore power receptacle outlet (A325.2)	$	150.00
Replace all floor entry thresholds with painted aluminum thresholds, including cot plates	$	250.00
Check CPR seat left arm knocker replace velcro or arm knocker	$	50.00
Replace (16) interior flourescent light bulbs	$	150.00
Add structure on inside of squad bench towards the front end of bench	$	225.00
Replace needed only cabinet doors with polycarbonate scratch resistant doors	$	400.00

Furnish & install trash can bracket on side main door	$	100.00
Furnish & install locking hanging hardware on ceiling	$	450.00
Wire battery charger off generator & shorepower	$	125.00
Remove all cabinet weatherstripping & install 3M bumpers	$	incl.
Provide 450 hour maintenance on 5.5 kW generator	$	incl.
Total for remount including all additional items	$	15,225.00

X 3

Optional items for consideration not included in above Total:

(2) New I-V hangers in ceiling (prefer aluminum not rubber)	$	200.00
Special cushion on squad bench: no back cushions, catch for lower cushions on squad bench wall, aluminum plate for lower cushions	$	350.00
Voyager back up camera and in-module camera with color LCD monitor in cab	$	1,700.00

All pricing is F.O.B. Houston.

Thank you for the opportunity to quote this job. If you have any questions please call me at 713-772-5511.

Best Regards,

Adolph Garcia

Adolph Garcia
Frazer, Ltd.

JG:AG.

Miscellaneous Vehicles

Bid 08-027

Commissioners Court 08/05/08:

Constable Pct 3: Truck V = $20,910.00 x 2 = $41,820.00
2008 Budget
100550302 64500 (Cinco Ranch)
100550303 64500 (Falcon Ranch)
Helfman Ford

Tabulation

Term Contract for Purchase of New Vehicles
Fort Bend County

Bid 08-027

Vehicle	Caldwell Chevrolet Caldwell	Grand Prairie Ford Garland	Helfman Ford Stafford	Planet Ford 6 Houston	Southern Ford Manvel
Truck I: ½ T, Ext, SWB, power, TTP, cloth split	$18,440.00	$18,450.00	$16,750.00 within 3% from a local vendor pursuant to §271.905	$16,337.00	$16,957.70
Truck II: ½ T, 4 door crew cab, SWB, power, cloth bucket	$19,887.00	$19,475.00	$19,780.00 within 3% from a local vendor pursuant to §271.905	$19,440.00	$19,986.70
Truck III: ½ T, 4 door crew cab, SWB, power w/ drivers seat, TTP, cloth bucket	$23,890.00	$20,000.00	$19,960.00	$20,412.00	$20,494.70
Truck IV: ½ T, 4 door crew cab, SWB, power w/drivers seat and mirrors, TTP, cloth bucket	$23,890.00	$20,000.00	$20,197.00 within 3% from a local vendor pursuant to §271.905	$20,412.00	$20,494.70
Truck V: ½ T, 4 door crew cab, SWB, power w/ drivers seat, TTP, cloth bucket, hard cover	$24,890.00	$21,100.00	$20,910.00	$21,830.00	$21,789.70
Truck VI: 1 T, Ambulance, cab & chassis	$28,340.00	No Bid	No Bid	$25,816.00	No Bid
Van I: ¾ T, super cargo, power, vinyl bucket	$20,643.00	$17,654.00	$18,100.00 within 3% from a local vendor pursuant to §271.905	$20,681.00	$18,229.49

Recapitulation of Bid

Commissioners Court approval:	September 25th and October 23rd
Legal notice published in newspaper:	October 31st and November 7th
Bid opening date:	November 15th
Bids received:	5

Recommendation: Helfman Ford

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2008

On this the 6th day of August, 2008 at a regular session of Commissioners' Court with the following present:

County Judge
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

Now, therefore, be it resolved upon the motions of Commissioner Stavinoha and seconded by Commissioner Prestage, duly put and carried, it is ordered that the bills be approved in the amount up to $ 3,968,247.09 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

Fort Bend County

Scheduled Disbursements for August 6, 2008

Except as indicated all checks will be released after Commissioners' Court on August 6, 2008

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	2M BUSINESS PRODUCTS, INC	237.04	82,274.08	
8/5/2008	2M BUSINESS PRODUCTS, INC	3,881.68	86,155.76	
8/5/2008	8 MILE PARK LP/BRAZOS PLACE	650.00	2,100.00	
7/29/2008	A M AUTOMOTIVE	20.00	20.00	
8/5/2008	A M AUTOMOTIVE	40.00	60.00	
8/5/2008	A TO Z TIRE AND BATTERY 07-AG	380.00	380.00	
7/29/2008	ABC MEDICAL EQUIPMENT, INC	12.50	12.50	
8/5/2008	ABLE TIRE CO-HOUSTON	798.75	7,503.35	
7/29/2008	ACCURINT	85.00	9,985.85	
8/5/2008	ACCURINT	240.05	10,225.90	
8/5/2008	ACETYLENE OXYGEN COMPANY	285.00	4,645.80	
7/29/2008	ADA RESOURCES, INC	109,487.70	3,296,117.34	
8/5/2008	ADA RESOURCES, INC	22,158.12	3,318,275.46	
8/5/2008	ADAMS, GLENDON BRYAN	750.00	14,512.50	
7/29/2008	ADROGUE, MATIAS J	400.00	9,712.50	
8/5/2008	ADROGUE, MATIAS J	225.00	9,937.50	
7/29/2008	ADVANT TECH SOLUTION	35.95	22,114.62	
8/5/2008	ADVANT TECH SOLUTION	193.00	22,307.62	
8/5/2008	ADVENTURE EXPERIENCES, INC.	400.00	400.00	
8/5/2008	AIRGAS HOUSTON	70.00	17,312.55	
7/29/2008	AIRGAS-SOUTHWEST, INC	762.00	17,242.55	
8/1/2008	ALABAMA CHILD SUPPORT	207.86		Note: 2
7/29/2008	ALAMO IRON WORKS, INC	1,064.17	48,198.86	
8/5/2008	ALAMO IRON WORKS, INC	799.76	48,998.62	
7/28/2008	ALAMO TITLE COMPANY OF	13.00		Note: 1
7/29/2008	ALCOCER, MANUELA	675.00	675.00	
8/5/2008	ALCOCER, MANUELA	500.00	1,175.00	
7/28/2008	ALEXANDER, PHYLLIS	712.50		Note: 1
8/5/2008	ALICIA G. KLOSOWSKY LAW OFFICE	400.00	400.00	
8/5/2008	ALL ABOUT TURTLES	155.00	155.00	
8/1/2008	ALLEN BOONE HUMPHRIES	5,257.51		Note: 5
7/28/2008	ALLIED BONDING AGENCY	5.00		Note: 1
7/29/2008	ALLIED CONCRETE	900.00	900.00	
7/29/2008	ALLIED HEALTH SERVICES	7,851.75	391,904.89	
8/5/2008	ALLIED HEALTH SERVICES	6,995.25	398,900.14	
7/29/2008	ALMARAZ, D'LILA	4.45	4.45	
7/29/2008	ALTEK SYSTEMS	1,277.50	24,843.85	
7/28/2008	ALTRA FEDERAL CREDIT UNION	5.00		Note: 1
8/5/2008	ALVIN EQUIPMENT CO INC	34.18	34.18	
7/29/2008	AMBIT ENERGY L P	323.99	1,009.27	
8/5/2008	AMERICAN ASSOCIATION	95.94	2,014.83	
8/5/2008	AMERICAN CENTURY CLAIMS	282.69	282.69	
8/1/2008	AMERICAN FAMILY LIFE INSUR	10,792.91		Note: 2
8/5/2008	AMERICAN FENCE & SUPPLY CO INC	2,362.50	8,723.50	
7/29/2008	AMERICAN FENCE COMPANY	885.32	885.32	
8/1/2008	AMERICAN HERITAGE LIFE INS	1,214.02		Note: 2
7/29/2008	AMERICAN MATERIALS	6,792.88	613,413.22	
8/5/2008	AMERICAN MATERIALS	8,744.25	622,157.47	
7/29/2008	AMERICAN MESSAGING SERVICES	36.64	7,988.08	Note: 4
8/5/2008	AMERICAN MESSAGING SERVICES	24.45	8,012.53	
7/29/2008	AMERICAN PUBLIC WORKS	143.00	143.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
8/5/2008	AMERICAN RED CROSS	214.99	1,126.48	
8/5/2008	AMERICAN STEEL AND SUPPLY, INC	451.96	7,763.95	
7/28/2008	AMERICAS SERVICING CO	15.00		Note: 1
7/28/2008	AMERIPOINT TITLE	386.00		Note: 1
7/29/2008	AMIGOS LIBRARY SERVICES	25,000.00	68,906.00	
7/29/2008	AMMON ANALYTICAL LABS, LLC	832.00	12,370.00	
7/29/2008	ANCO-WESSENDORFF INSURANCE	70.00	1,397.00	
7/28/2008	ANDERSON MCCOY & ORTA	10.00		Note: 1
7/28/2008	ANDREASON LAW FIRM PLLC	5.00		Note: 1
7/28/2008	ANDREWS KURTH LLC	10.00		Note: 1
7/28/2008	ANYIKAM, OKOLIE	475.00		Note: 1
7/28/2008	ARCOS, JOAQUIN	950.00		Note: 1
7/29/2008	ARENA COUNSELING CENTER, I	1,135.00	1,135.00	
8/5/2008	ARIAS RELIABLE MANAGEMENT LLC	650.00	650.00	
7/29/2008	ARMATYS, WALTER	281.34	281.34	
8/5/2008	ARMSTRONG REPAIR CENTER, INC	140.90	1,215.90	
7/29/2008	ASHFORD, ERIC	775.00	26,197.50	
8/5/2008	ASHFORD, ERIC	1,575.00	27,772.50	
7/29/2008	AT & T	20,434.50	983,512.56	Note: 4
8/5/2008	AT & T	55,378.32	1,038,890.88	
7/29/2008	AT & T INTERNET SERVICES	1,074.00	983,512.56	Note: 4
8/5/2008	AT ROAD, INC.	119.85	1,198.50	
7/24/2008	ATTORNEY GENERAL OF TEXAS	2,314.12		Note: 1
7/29/2008	AUTO TRUCK APPRAISERS, INC	88.00	4,609.00	
7/29/2008	AVES AUDIO VISUAL SYSTEMS,	200.00	11,452.00	
7/29/2008	AVIA PARTNERS	33,065.50	503,590.47	
7/29/2008	AXELRAD, A DAVID MD	450.00	36,125.00	
8/5/2008	AXELRAD, A DAVID MD	1,350.00	37,475.00	
8/5/2008	AZTEC RENTAL CENTER, INC	456.22	17,246.95	
7/29/2008	B AND B INDUSTRIES	6,239.98	6,239.98	
8/5/2008	B AND B INDUSTRIES	5,977.52	12,217.50	
8/5/2008	BAILES, RICHARD	338.40	991.13	
7/28/2008	BALCOM LAW FIRM PC	41.00		Note: 1
8/4/2008	BALDWIN, PHILLIP	475.00		Note: 1
7/28/2008	BANK OF AMERICA	5.00		Note: 1
7/28/2008	BANK OF HOUSTON	10.00		Note: 1
8/5/2008	BANKSTON, DONALD W	900.00	20,430.00	
7/29/2008	BARNES AND NOBLE INC	51.98	470.53	
8/5/2008	BARTLETT TREE EXPERTS	640.00	4,790.00	
7/28/2008	BARTLEY & SPEARS PC	37.00		Note: 1
8/5/2008	BATCHAN, JOHN W JR	875.00	40,345.00	
7/28/2008	BAYVIEW LOAN SERVICING LLC	5.00		Note: 1
8/5/2008	BBC AUDIOBOOKS AMERICA	44.92	9,726.59	
7/29/2008	BECERRA, COLGIN AND PERWIN	2,950.50	24,261.41	
7/29/2008	BECK DISASTER RECOVERY, IN	58,955.00	58,955.00	
8/5/2008	BESAM ENTRANCE SOLUTIONS	4,800.00	15,612.69	
8/5/2008	BEST BUY GOV/ED LLC	352.02	5,102.70	
7/24/2008	BEXAR COUNTY SHERIFF	55.00		Note: 1
7/31/2008	BEXAR COUNTY SHERIFF	70.00		Note: 1
8/5/2008	BIG D COMMUNICATIONS	991.00	991.00	
7/29/2008	BIRD, ROBERT	66.00	1,692.00	
7/28/2008	BISHOP PAYNE HARVARD &	10.00		Note: 1
8/5/2008	BLACK, KATHLEEN J	975.00	12,537.50	
8/5/2008	BLUE RIDGE WEST MUD	113.25	960.24	
7/29/2008	BMC WEST	575.04	8,193.78	
8/5/2008	BMC WEST	893.23	9,087.01	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	BOATES, SCOTT KEVIN	300.00	300.00	
7/29/2008	BOB BARKER COMPANY, INC	377.60	34,330.59	
8/5/2008	BOB BARKER COMPANY, INC	2,197.40	36,527.99	
8/5/2008	BOERSCHIG, JOHN P.	900.00	900.00	
7/29/2008	BOJE, LARRY	130.00	130.00	
7/31/2008	BOON-CHAPMAN BENEFIT	187,280.06		Note: 2
8/5/2008	BOON-CHAPMAN BENEFIT	996.00	1,791,129.32	
7/24/2008	BOONE, JEFFREY KEITH	25.08		Note: 1
8/5/2008	BOSWELL, HEATHER	321.76	923.22	
7/29/2008	BOSWORTH PAPERS, INC	38.55	8,988.35	
8/5/2008	BOSWORTH PAPERS, INC	629.83	9,618.18	
7/29/2008	BOUND TREE MEDICAL LLC	20,020.43	165,908.06	
8/5/2008	BRADY, KENNETH C	219.37	219.37	
7/28/2008	BRENDAN GOWING INC	9.00		Note: 1
7/29/2008	BRENHAM WHOLESALE GROCERY CO	974.96	249,355.72	
8/5/2008	BRENHAM WHOLESALE GROCERY CO	1,237.40	250,593.12	
8/5/2008	BRIARSTONE APARTMENT	1,330.00	2,485.00	
8/1/2008	BRIDGES, JESICA	92.31		Note: 2
8/5/2008	BRILLIANCE AUDIO, INC	56.24	5,917.17	
8/5/2008	BRITTANY SQUARE APTS	650.00	4,070.00	
8/5/2008	BRODART CO	28,007.70	436,853.41	
8/5/2008	BROWN & ASSOC MEDICAL LABS	285.03	5,511.51	
8/1/2008	BROWN AND GAY ENGINEERS, I	1,291.30		Note: 5
8/5/2008	BRUNNER, SCOTT	7.34	44.08	
7/29/2008	BRYANT, KEN	4,375.00	33,465.00	
8/5/2008	BRYANT, KEN	7,780.00	41,245.00	
7/29/2008	BUILDING SPECIALTIES	7.00	21,991.90	
8/5/2008	BUILDING SPECIALTIES	590.64	22,582.54	
7/24/2008	BUREAU OF VITAL STATISTICS	345.00		Note: 1
7/29/2008	BURNETT, SHEILA	1,225.00	1,225.00	
7/28/2008	BURROWS, WILLIE CLYDE III	245.00		Note: 1
8/4/2008	BUSBY, ANTHONY PATRICK	473.10		Note: 1
8/5/2008	BUSINESS SOFTWARE, INC	6,050.52	6,050.52	
7/29/2008	C AND G WHOLESALE	2,848.93	8,832.47	
7/29/2008	CABRERA, KIMBERLY	125.58	125.58	
8/5/2008	CALVIT, MICHAEL	12.44	143.33	
7/29/2008	CAMINO REAL EMERGENCY	101.00	101.00	
8/5/2008	CAMPBELL, CHRISTOPHER	7.34	7.34	
7/28/2008	CAPITAL TITLE	63.00		Note: 1
7/28/2008	CARDEN, V O JR	5.00		Note: 1
7/29/2008	CARROLL'S DISCOUNT FURNITURE	1,029.40	1,029.40	
8/5/2008	CARTER-BURGESS, INC	7,498.38	155,000.31	
7/29/2008	CASH, JESSIE A	19.21	19.21	
7/29/2008	CASTEEL AUTOMATIC	500.00	500.00	
7/29/2008	CAVAZOS, MARY	4.12	4.12	
7/28/2008	CCO MORTGAGE	5.00		Note: 1
7/29/2008	CDW GOVERNMENT, INC	445.85	15,731.40	
7/29/2008	CENTERPOINT ENERGY	258.22	258.22	Note: 4
8/5/2008	CENTERPOINT ENERGY	1,030.63	1,288.85	
7/29/2008	CENTERPOINT ENERGY ENTEX	134.34	295,504.04	Note: 4
7/28/2008	CENTRAL BANK	10.00		Note: 1
7/29/2008	CENTRAL HARDWARE NO 2, LLC	1.69	7,853.30	
8/5/2008	CENTRAL HARDWARE NO 2, LLC	62.66	7,915.96	
7/29/2008	CERTEX USA, INC	491.40	491.40	
8/5/2008	CHALKS TRUCK PARTS, INC	33.60	14,402.62	
7/29/2008	CHAMBERLAIN, HRDLICKA, WHI	4,106.00	17,577.28	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
8/1/2008	CHAMPION ENERGY SERVICES,	12,097.02		Note: 5
8/5/2008	CHAMPION FASTENER AND	129.98	9,707.71	
7/29/2008	CHANNEL BEARING AND SUPPLY	158.59	2,311.36	
8/5/2008	CHAO, KENNY	880.83	880.83	
7/24/2008	CHAO, WEI-HUNG	10.00		Note: 1
7/29/2008	CHASEWOOD COMMUNITY	500.00	4,250.00	
7/29/2008	CHILD ADVOCATES OF FT BEND	2,708.63	73,975.44	
8/1/2008	CHILD SUPPORT SPECIALISTS,	80.76		Note: 2
7/29/2008	CHOICEPOINT SERVICES INC	100.00	1,100.00	
7/28/2008	CIA SERVICES INC	11.00		Note: 1
7/29/2008	CINGULAR WIRELESS	1,195.13	1,195.13	Note: 4
8/5/2008	CINGULAR WIRELESS	1,925.75	3,120.88	
7/29/2008	CIRRO ENERGY	258.01	656.29	
7/29/2008	CITY OF ARCOLA	54,240.36	54,240.36	
7/29/2008	CITY OF FULSHEAR	305.25	205,423.73	Note: 4
7/29/2008	CITY OF HOUSTON, WATER DEP	157.00	40,329.60	Note: 4
8/5/2008	CITY OF IRVING	1,250.00	1,250.00	
7/29/2008	CITY OF MISSOURI CITY	50.00	50.00	
8/5/2008	CITY OF RICHMOND	23,189.40	653,868.29	
8/5/2008	CITY OF ROSENBERG	1,209.23	354,098.74	
7/29/2008	CITY OF SUGAR LAND	485.49	711,119.54	Note: 4
8/5/2008	CITY OF SUGAR LAND	23,804.91	734,924.45	
7/29/2008	CITY OF SUGAR LAND-REVENUE	191.02	711,119.54	Note: 4
7/29/2008	CLASSIC PROTECTION SYSTEMS	420.00	2,247.50	
8/5/2008	CLAUNCH & MILLER, INC	457.64	22,529.71	
8/5/2008	CLEMENTS, JERRY	81.64	81.64	
8/5/2008	COASTAL BUTANE SERVICE CO	15.00	18,238.10	
8/5/2008	COBB, FENDLEY AND ASSOCIATES	46,401.00	349,411.54	
7/28/2008	CODILIS & STAWIARSKI	5.00		Note: 1
7/28/2008	COLE, ALAN P	475.00		Note: 1
8/5/2008	COLEMAN, PRISCILLA	7.34	16.52	
7/29/2008	COLE-PARMER INSTRUMENT CO	223.00	223.00	
8/1/2008	COLONIAL LIFE AND ACCIDENT	3,456.02		Note: 2
7/29/2008	COMEAUX, TAMI C	49.28	410.94	
8/1/2008	CONDREY, JIM	150.00		Note: 5
7/28/2008	CONNER & LINDAMOOD PC	6.00		Note: 1
7/28/2008	CONNS	5.00		Note: 1
8/5/2008	CONTINENTAL BATTERIES	253.61	22,795.64	
7/29/2008	COOK, JENNIFER	11.93	46.19	
7/28/2008	COOK, THERESA	475.00		Note: 1
7/28/2008	COOKIE MANGINE	2.00		Note: 1
7/29/2008	COOLER'S INC	213.00	213.00	
8/5/2008	CORNERSTONE MEASUREMENT	371.75	1,593.49	
7/29/2008	CORPORATE EXPRESS IMAGING	1,705.19	98,819.95	
8/5/2008	CORPORATE EXPRESS IMAGING	1,045.76	99,865.71	
7/29/2008	CORRECTIONS SOFTWARE SOLUT	9,770.00	117,240.00	
7/29/2008	CORTES, EDUARDO	250.00	250.00	
7/28/2008	COSTELLO INC	50.00		Note: 1
7/29/2008	COUNTRYMAN, MARK	402.53	3,980.34	
8/5/2008	COX, LEE D	375.00	23,060.00	
8/5/2008	CRAIN, CATON AND JAMES	1,215.00	6,722.83	
8/5/2008	CROMEDY, JOHN	482.78	1,510.18	
7/29/2008	CROWLEY, JAMES SIDNEY	700.00	36,720.00	
8/5/2008	CROWNE PLAZA RESORT HOTEL	1,247.52	1,247.52	
7/28/2008	CT CORPORATION SYSTEM	5.00		Note: 1
7/29/2008	CUMMINS SOUTHERN PLAINS IN	32.37	2,643.72	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/28/2008	D MILLER & ASSOCIATES PLLC	6.00		Note: 1
7/29/2008	DA MID SOUTH	28,581.35	28,581.35	
7/24/2008	DALLAS COUNTY CONST PCT 5	190.00		Note: 1
7/31/2008	DALLAS COUNTY CONST PCT 5	260.00		Note: 1
7/24/2008	DAMON, EDWARDS	65.00		Note: 1
8/5/2008	DATAVOX BUSINESS COMMUNICATION	80.00	87,820.50	
8/5/2008	DAVENPORT, DEBBIE	16.73	16.73	
7/29/2008	DAVIS BROTHERS AUTO SUPPLY	144.00	21,609.92	
8/5/2008	DAVIS BROTHERS AUTO SUPPLY	275.00	21,884.92	
7/29/2008	DAVIS III, NEAL	900.00	900.00	
7/29/2008	DAVIS, SAMUEL	394.84	394.84	
8/5/2008	DAVIS, SAMUEL	297.00	691.84	
7/29/2008	DECISION ONE CORPORATION	1,116.00	1,116.00	
8/5/2008	DELEON, MISTY	351.98	351.98	
7/29/2008	DELL MARKETING L.P.	12,158.66	713,533.41	
8/5/2008	DELL MARKETING L.P.	35,949.06	749,482.47	
7/29/2008	DENNIS, KATHRYN	1,855.00	4,205.00	
8/5/2008	DENNIS, KATHRYN	600.00	4,805.00	
7/31/2008	DENTICARE, INC	4,609.16		Note: 2
7/28/2008	DEPT OF STATE HEALTH SERVI	545.34		Note: 1
8/5/2008	DIAZ, MICHAEL C	1,875.00	45,015.00	
8/4/2008	DIAZ-MAYORGA, RAMIRO	475.00		Note: 1
8/5/2008	DICK'S AUTO ELECTRIC	399.00	7,683.06	
7/29/2008	DIRECT ENERGY, L P	387.71	28,516.02	Note: 4
8/5/2008	DIRECT ENERGY, L P	1,271.83	29,787.85	
7/29/2008	DISH NETWORK	5.99	597.78	
7/29/2008	DITTERT RUBBER STAMP, LTD	52.68	1,327.59	
8/5/2008	DITTERT RUBBER STAMP, LTD	8.97	1,336.56	
8/4/2008	DIVITO, HECTOR J	950.00		Note: 1
8/5/2008	DIZON, JASON	48.06	777.89	
7/28/2008	DOCX LLC	8.00		Note: 1
7/29/2008	DOGGETT, STEPHEN A	8,650.00	34,949.55	
7/28/2008	DORIS SAWYERS	9.00		Note: 1
8/5/2008	DRURY INN	293.25	2,497.18	
7/29/2008	DUCKETT, TONY K	725.00	4,058.00	
8/4/2008	DUESTER, ROGER	475.00		Note: 1
8/5/2008	DUNBAR ARMORED, INC	22,882.82	100,186.32	
7/24/2008	DYLLA, MATTHEW D	950.00		Note: 1
8/5/2008	EAGLE CONSTRUCTION	1,100.00	8,734.00	
7/29/2008	EARTHLY, DERRICK	330.52	330.52	
8/5/2008	EARTHLY, DERRICK	250.96	581.48	
8/5/2008	EDUCATIONAL CATERING, INC	11,046.93	58,039.62	
7/24/2008	EDWARDS, DAMON D	16.00		Note: 1
7/31/2008	EDWARDS, DAMON D	165.00		Note: 1
7/29/2008	EDWARDS, KENT M	1,327.23	1,327.23	
7/29/2008	EL MANDARI, CLAUDIA	119.34	119.34	
7/29/2008	ELLIOTT, MIKE	137.59	281.85	
7/28/2008	ELMER, JOHN D	25.00		Note: 1
8/5/2008	EMC MORTGAGE CORPORATION	924.50	924.50	
7/28/2008	ENCORE BANK	15.00		Note: 1
7/29/2008	EPO, JAMES F	2,650.00	18,167.50	
8/5/2008	EPO, JAMES F	800.00	18,967.50	
7/29/2008	ERLING SALES AND SERVICE	342.00	16,877.44	
8/5/2008	ERLING SALES AND SERVICE	15.35	16,892.79	
7/29/2008	ERNEST TRAILER SALES	7,546.70	7,546.70	
7/29/2008	ESP OFFICE SOLUTIONS, LLC	113.00	275,486.83	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
8/5/2008	ESP OFFICE SOLUTIONS, LLC	5,715.00	281,201.83	
7/28/2008	ESTRADA, SIMON	190.00		Note: 1
8/5/2008	EVER CHANGE YOUTH & FAMILY	2,288.00	23,256.22	
7/29/2008	EXECUTEAM CORPORATION	6,882.02	1,278,297.67	
8/5/2008	EXECUTEAM CORPORATION	18,516.60	1,296,814.27	
7/29/2008	FADEN, CARY M	800.00	89,990.00	
7/28/2008	FAIRSERVICE, DAVID GAREY	50.00		Note: 1
8/5/2008	FALCON POINTE APARTMENTS	694.00	2,337.00	
8/1/2008	FAMILY SUPPORT REGISTRY	139.96		Note: 2
8/1/2008	FBC EMPLOYEE BENEFIT FUND	104,549.55		Note: 2
8/1/2008	FBC SECTION 125	15,635.48		Note: 2
7/29/2008	FEDEX	188.86	2,921.04	
7/28/2008	FIDELITY NATIONAL FINANCIA	10.00		Note: 1
8/5/2008	FIESTA MART 47	311.11	15,344.49	
7/29/2008	FINNEGAN AUTO LP	421.64	421.64	
7/28/2008	FIRST AMERICAN SMS INC	10.00		Note: 1
7/28/2008	FIRST AMERICAN TITLE	63.00		Note: 1
7/29/2008	FIRST CHOICE POWER, INC	236.55	10,713.05	Note: 4
8/5/2008	FIRST CHOICE POWER, INC	1,145.25	11,858.30	
7/28/2008	FIRST SERVICE CREDIT UNION	18.00		Note: 1
7/24/2008	FISCHER, BRIAN J	23.00		Note: 1
8/5/2008	FISHER, REBECCA	355.50	507.17	
7/28/2008	FLORES LAW GROUP LLC	69.00		Note: 1
7/29/2008	FLORIDA MICRO LLC	78.00	19,671.93	
7/29/2008	FLOWERS BAKING COMPANY	823.99	34,609.33	
8/5/2008	FLOWERS BAKING COMPANY	621.42	35,230.75	
8/5/2008	FONTENOT, JAMES	6.69	6.69	
7/29/2008	FOOD TOWN 205	293.62	2,327.90	
8/5/2008	FOODARAMA	458.80	4,573.22	
7/29/2008	FORLANO, FREDERICK	500.00	12,372.00	
7/29/2008	FORT BEND COMMUNITY	12,716.08	289,882.87	
8/5/2008	FORT BEND COUNTY	15.00	984,885.69	
8/1/2008	FORT BEND COUNTY CHILD SUP	166.36		Note: 2
7/28/2008	FORT BEND COUNTY CLERK	3,476.00		Note: 1
8/4/2008	FORT BEND COUNTY CLERK	1,255.20		Note: 1
8/1/2008	FORT BEND COUNTY DEPUTY	2,503.00		Note: 2
7/24/2008	FORT BEND COUNTY DISTRICT	350.00		Note: 1
8/1/2008	FORT BEND COUNTY GENERAL F	231.93		Note: 2
8/5/2008	FORT BEND COUNTY MUD # 162	585.71	585.71	
8/5/2008	FORT BEND COUNTY MUD #121	508.16	508.16	
7/29/2008	FORT BEND COUNTY MUD 30	14.00	14.00	Note: 4
8/5/2008	FORT BEND COUNTY MUD 30	300.00	314.00	
8/5/2008	FORT BEND HERALD	75.90	6,795.18	
8/5/2008	FORT BEND HYDRAULICS INC	753.82	41,608.25	
7/29/2008	FORT BEND MECHANICAL, LTD	7,189.12	347,885.28	
8/5/2008	FORT BEND MECHANICAL, LTD	537.28	348,422.56	
7/29/2008	FORT BEND SENIORS MEALS ON	1,818.23	1,818.23	
8/5/2008	FORT BEND SERVICES, INC	180.25	1,802.50	
7/29/2008	FORT BEND Y M C A	15,931.00	15,931.00	
8/5/2008	FORT BEND/SOUTHWEST STAR	35.00	4,079.50	
8/5/2008	FOSTER LAW FIRM	1,900.00	10,612.50	
7/29/2008	FOX AND BUBELA, INC	3,900.00	39,450.00	
7/28/2008	FOX, JOHN L	25.00		Note: 1
8/5/2008	FRALEY, FRANK J	1,100.00	25,167.50	
7/29/2008	FRANCO, EDUARDO	1,700.00	18,250.00	
7/28/2008	FROST NATIONAL BANK	7.00		Note: 1

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	G & C BUILDING MAINTENANCE	4,372.65	80,707.47	
8/5/2008	G & C BUILDING MAINTENANCE	4,875.00	85,582.47	
7/29/2008	G AND K SERVICES	671.71	86,640.11	
8/5/2008	G AND K SERVICES	2,039.04	88,679.15	
7/29/2008	G T DISTRIBUTORS, INC	27.14	84,424.04	
8/5/2008	G T DISTRIBUTORS, INC	161.00	84,585.04	
7/29/2008	GALE GROUP	2,292.95	171,228.75	
8/4/2008	GAMBINI, RONALD V	475.00		Note: 1
7/28/2008	GAMMON & ASSOCIATES	15.00		Note: 1
7/28/2008	GARCIA, JULIO	1,187.50		Note: 1
7/29/2008	GARCIA, MARY	196.95	1,036.41	
7/28/2008	GENESIS	8.00		Note: 1
7/29/2008	GEOSHACK SPECTRA LASER	5,590.00	10,271.68	
7/29/2008	GEXA ENERGY	247,964.30	1,337,379.49	Note: 4
8/5/2008	GEXA ENERGY CORP	787.96	1,338,167.45	
8/5/2008	GIANNINI, NINA	7.34	761.53	
7/29/2008	GILBERT, STEVEN J	1,787.50	59,355.50	
8/5/2008	GILBERT, STEVEN J	700.00	60,055.50	
7/29/2008	GILDER, GLORIA	85.99	85.99	
7/29/2008	GILLEN PEST CONTROL, INC	1,047.00	32,037.40	
8/5/2008	GILLEN PEST CONTROL, INC	189.00	32,226.40	
7/29/2008	GILLEN, GARY	500.00	500.00	Note: 4
7/24/2008	GILLESPIE, JUDITH ANN	9,950.00		Note: 1
7/29/2008	GLOBAL GOVT EDUCATION SOLU	953.46	56,871.21	
7/29/2008	GLOVER, VERA	4.50	4.50	
7/29/2008	GOLLAHER, KAREN, PSY D	400.00	11,115.00	
8/5/2008	GOLLAHER, KAREN, PSY D	900.00	12,015.00	
8/5/2008	GONZALEZ, EVA JEAN	200.00	200.00	
7/29/2008	GRADONI AND ASSOCIATES, IN	747.38	2,628.00	
7/29/2008	GRAINGER	168.77	40,348.28	
8/5/2008	GRAINGER	301.91	40,650.19	
8/1/2008	GREAT SOUTHERN LIFE INSURA	2,404.33		Note: 2
7/28/2008	GREATER TEXAS TITLE COMPAN	5.00		Note: 1
8/5/2008	GRIEGER, LORRAINE	179.01	974.11	
8/5/2008	GRIFFITH, VANESSA	85.85	247.45	
7/29/2008	GULF COAST PAPER COMPANY	973.74	94,720.78	
8/5/2008	GULF COAST PAPER COMPANY	4,880.32	99,601.10	
7/29/2008	GULF COAST STABILIZED	1,936.90	28,410.09	
8/5/2008	GULF COAST STABILIZED	381.82	28,791.91	
8/5/2008	GUTOWSKY, LAURA	130.42	788.04	
8/5/2008	H.E.B GROCERY CO	309.19	2,948.50	
8/5/2008	HALL, CHARLES	780.23	1,585.77	
7/29/2008	HALL, KEVIN M	2,530.00	17,735.00	
8/5/2008	HALL, KEVIN M	425.00	18,160.00	
8/5/2008	HALL, MINDY	126.06	1,725.42	
8/5/2008	HALLMARK OFFICE PRODUCTS	5.86	3,207.17	
8/5/2008	HAMPTON INN & SUITES NEW ORLEA	203.14	203.14	
8/5/2008	HARCOURT ASSESSMENT, INC	70.53	352.63	
8/5/2008	HARNESS, SHERMAN	430.00	430.00	
7/24/2008	HAROON, MASOOD	19,950.00		Note: 1
7/24/2008	HAROON, MASOOD	29,950.00		Note: 1
7/24/2008	HAROON, RUBINA	2,950.00		Note: 1
8/5/2008	HARP'S PLUMBING	1,100.00	7,940.00	
7/29/2008	HARRIS CO TOLL ROAD AUTHOR	4.00	4,195,072.72	
8/5/2008	HARRIS COUNTY - J I M S	3,512.20	4,198,584.92	
7/31/2008	HARRIS COUNTY CONST PCT 1	150.00		Note: 1

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/31/2008	HARRIS COUNTY CONST PCT 2	150.00		Note: 1
7/24/2008	HARRIS COUNTY CONST PCT 4	75.00		Note: 1
7/24/2008	HARRIS COUNTY CONST PCT 5	200.00		Note: 1
7/31/2008	HARRIS COUNTY CONST PCT 5	195.00		Note: 1
7/24/2008	HARRIS COUNTY CONST PCT 6	75.00		Note: 1
7/24/2008	HARRIS COUNTY CONST PCT 8	75.00		Note: 1
7/31/2008	HARTMANN, KIMBERLY A	130.00		Note: 1
8/5/2008	HBD, INC.	1,247.00	1,247.00	
7/29/2008	HECKER, DON A	400.00	35,040.00	
8/5/2008	HECKER, DON A	1,825.00	36,865.00	
8/1/2008	HEITKAMP, WILLIAM E	1,594.91		Note: 2
7/29/2008	HELENA CHEMICAL COMPANY	984.00	36,238.00	
7/29/2008	HELFMAN FORD CO INC	22,129.53	1,800,921.36	
8/5/2008	HENDERSON'S PROPANE INC	472.50	472.50	
8/5/2008	HENRY SCHEIN, INC	62.00	10,113.50	
7/29/2008	HENRY, ANGELA	15.21	35.70	
8/5/2008	HGAC-HOU/GALV AREA COUNCIL	2,000.00	1,329,291.37	
8/5/2008	HIGH QUALITY CLEANING SERVICES	1,610.00	52,926.31	
7/29/2008	HI-WAY EQUIPMENT COMPANY I	330.97	298,180.62	
7/29/2008	HLAVINKA EQUIPMENT COMPANY	348.94	111,912.00	
8/5/2008	HLAVINKA EQUIPMENT COMPANY	14.70	111,926.70	
7/29/2008	HOME DEPOT CREDIT SERVICES	3,975.07	45,779.90	
8/5/2008	HOME DEPOT CREDIT SERVICES	2,360.37	48,140.27	
7/28/2008	HONG, KY KHAI	43.00		Note: 1
7/28/2008	HONG, LAI DUC	475.00		Note: 1
7/28/2008	HOOVER SLOVACEK LLP	9.00		Note: 1
8/5/2008	HOUSTON AUDUBON SOCIETY	175.00	250.00	
7/28/2008	HOUSTON COMMUNITY MANAGEME	280.00		Note: 1
7/29/2008	HOUSTON FREIGHTLINER, INC	439.00	456,776.92	
8/5/2008	HOUSTON FREIGHTLINER, INC	179.32	456,956.24	
8/5/2008	HOUSTON REAL ESTATE	1,150.00	1,150.00	
8/5/2008	HUGHES, DALLAS CRAIG	975.00	6,185.00	
7/28/2008	HULL & ASSOCIATES PC	5.00		Note: 1
7/29/2008	HUNTER, DAVID	375.00	25,406.25	
8/1/2008	HUNTER, DAVID	500.00		Note: 5
8/5/2008	HUNTER, JONAS LEWIS JR	2,000.00	2,000.00	
7/29/2008	HUSKY TRAILER AND PARTS CO	67.34	277.99	
8/5/2008	HWE ACQUISITIONS	8,217.82	306,398.44	
7/29/2008	HYATT PLACE AUSTIN	293.25	1,353.55	
7/29/2008	HYGIENIC LAB-ACCTS RECEIVA	110.00	110.00	
7/29/2008	IBM CORPORATION	17,658.00	53,674.00	
7/29/2008	IESI-ALVIN	163.80	777.06	
7/29/2008	IHEZUKWU, VICTOR	500.00	10,238.00	
8/5/2008	IHEZUKWU, VICTOR	775.00	11,013.00	
8/5/2008	ILES, LEIGHTON	220.26	1,009.65	
7/29/2008	IMPRESSIVE PRINTING	12.50	27,964.10	
8/5/2008	IMPRESSIVE PRINTING	119.00	28,083.10	
7/29/2008	IN OTHER WORDS	2,082.20	2,712.20	
7/28/2008	INDEPENDENCE TITLE COMPANY	65.00		Note: 1
7/29/2008	INDIGENT HEALTHCARE SOLUTI	6,571.29	61,273.11	
7/29/2008	INDUSTRIAL CHEMICAL CLEANE	1,592.70	7,186.80	
7/29/2008	INGRAM LIBRARY SERVICES	4,225.43	106,270.09	
8/5/2008	INSURANCE INFORMATION EXCHANGE	316.90	1,912.55	
8/1/2008	INTERNAL REVENUE SERVICE	1,435.06		Note: 2
8/1/2008	INTERNAL REVENUE SERVICE	873,605.59		Note: 4
7/29/2008	INTERNATIONAL FOREST PRODU	18,714.96	21,674.16	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	IRON MOUNTAIN RECORDS	125.00	34,014.34	
8/5/2008	IT FLEET SERVICES, INC.	1,518.00	1,518.00	
8/5/2008	JACKSON, TURNER	625.00	625.00	
8/5/2008	JBC INVESTMENTS, LLC	490.00	490.00	
7/28/2008	JENKINS, LINDSEY	350.00		Note: 1
7/28/2008	JOHN R RESENDEZ PC	5.00		Note: 1
7/29/2008	JOHNSON, KATHY J	1,732.50	12,426.88	
8/5/2008	JOHNSON, SUZIE	203.50	203.50	
7/29/2008	JOHNSON, TERESA	108.81	592.76	
8/5/2008	JONES & CARTER, INC	10,266.51	176,170.60	
8/5/2008	JONES MCCLURE PUBLISHING	107.00	3,744.21	
7/29/2008	JONES, TONI S	1,975.00	4,606.25	
8/5/2008	JPMORGAN CHASE BANK NA	11,186.98	185,089.96	
8/5/2008	JURADO'S UPHOLSTERY & TRIM	128.00	1,618.00	
7/25/2008	JUROR PAYMENTS - TOTAL	19,162.00		Note: 3
7/28/2008	K GRIFF INVESTIGATIONS INC	6.00		Note: 1
7/24/2008	KERR COUNTY SHERIFF	60.00		Note: 1
7/24/2008	KESSLER, LAWRENCE M	4,950.00		Note: 1
7/28/2008	KEYBANK	10.00		Note: 1
8/5/2008	KIEFFER, CATHY	4.68	4.68	
7/28/2008	KIMBALL, B	6.00		Note: 1
7/29/2008	KINCADE, JAMES P.C.	685.00	11,346.00	
7/28/2008	KISLUK, BRET S	712.50		Note: 1
8/5/2008	KOHL'S DEPARTMENT STORES, INC	765.00	10,361.93	
7/29/2008	KONICA MINOLTA BUSINESS	60.00	6,320.09	
8/5/2008	KONICA MINOLTA BUSINESS	678.65	6,998.74	
7/28/2008	KOWALCZUK, ANASTASIA	173.00		Note: 1
8/5/2008	KUBECZKA, PATSY	21.06	62.60	
7/29/2008	LAB SAFETY SUPPLY	59.86	6,544.09	
7/29/2008	LABATT FOOD SERVICE	1,913.50	126,703.23	
8/5/2008	LABATT FOOD SERVICE	53.40	126,756.63	
7/29/2008	LACOURSE, SHEILA	38.47	190.84	
7/29/2008	LAKE FOREST ANATOMICALS, I	91.95	91.95	
8/5/2008	LAMAR PARK APARTMENTS	545.00	3,020.00	
8/5/2008	LANDMARK AT SUGAR LAND	1,124.00	1,124.00	
7/28/2008	LANDMARK COMMERCIAL	100.00		Note: 1
7/28/2008	LAROSE, BRANDON KEITH	38.00		Note: 1
7/28/2008	LAW OFFICE OF BISHOP PAYNE	5.00		Note: 1
7/28/2008	LAW OFFICE OF GUNN & CLARK	5.00		Note: 1
7/29/2008	LAWRENCE MARSHALL FORD MER	398.72	52,415.00	
8/5/2008	LAWRENCE MARSHALL FORD MERCURY	85.54	52,500.54	
8/5/2008	LAWSON SOFTWARE, INC	8,010.00	801,157.67	
7/28/2008	LEMES, JORGE	475.00		Note: 1
8/5/2008	LEVY, ELAN	417.03	417.03	
7/29/2008	LEWIS, TERRY	1.76	1.76	
8/5/2008	LEXISNEXIS	145.00	3,134.00	
7/24/2008	LIANG, PETER CHUNG	2,450.00		Note: 1
7/28/2008	LICATA, PAUL	130.00		Note: 1
8/5/2008	LIMESTONE COUNTY SHERIFF DEPT	59,664.00	285,109.74	
7/29/2008	LINEBARGER GOGGAN BLAIR AN	7,063.52	301,599.68	
8/1/2008	LINEBARGER GOGGAN BLAIR AN	41,868.93		Note: 5
7/29/2008	LITERACY COUNCIL OF FORT B	2,583.37	27,000.08	
8/5/2008	LITTLEPAGE, AARON	155.00	2,180.00	
7/29/2008	LOGISTECH, INC	44.46	1,180.93	
7/28/2008	LONA, MICHAEL A	475.00		Note: 1
8/4/2008	LONA, MICHAEL A	475.00		Note: 1

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	LONE STAR UNIFORMS, INC	5,480.40	115,312.18	
7/29/2008	LOVE, PAUL	500.00	14,775.00	
8/5/2008	LOVE, PAUL	1,925.00	16,700.00	
8/5/2008	LOVE, SHANNON (LEIGH)	156.64	1,103.18	
7/29/2008	LOWE'S HOME CENTER	492.81	8,655.33	
8/5/2008	LOZANO, SANDRA	260.00	260.00	
7/28/2008	LSI TITLE AGENCY INC	29.00		Note: 1
7/29/2008	LUDWIG, CHRIS	1,250.00	10,060.00	
7/24/2008	LUSK, NANCY E	8.00		Note: 1
7/29/2008	LUSK, NANCY E	200.00	8,535.07	
7/29/2008	LUTHERAN SOCIAL SERVICES	2,529.80	57,947.23	
7/29/2008	LYONS A/C AND HEATING INC	3,989.55	19,834.59	
7/28/2008	LYTLE & MOORE LLP	5.00		Note: 1
7/28/2008	M D GIBSON & ASSOCIATES PC	11.00		Note: 1
7/29/2008	M FOX CURL & ASSOCIATES, P	1,000.00	6,636.00	
7/28/2008	MACE & MACK PC	5.00		Note: 1
8/5/2008	MAD SCIENCE OF HOUSTON	680.00	1,555.00	
7/29/2008	MAGNETO POWER	49.20	148.66	
8/5/2008	MAGNETO POWER	1,076.47	1,225.13	
8/5/2008	MALDONADO, A E	1,400.00	19,200.00	
8/5/2008	MANNING, ERIK	9.13	31.94	
7/29/2008	MANNINO, VINCENT	373.47	1,344.67	
7/28/2008	MARTIN, JOSEPH STEWART JR	48.00		Note: 1
7/29/2008	MARTIN, MELISSA	2,250.00	15,275.00	
7/29/2008	MARTINEZ, MARIO A	900.00	8,542.83	
8/5/2008	MARTINEZ, STEVEN SCOTT	300.00	16,880.00	
7/29/2008	MASK, JOE W	1,268.83	1,883.36	
8/1/2008	MATAGORDA COUNTY CHILD SUP	120.00		Note: 2
8/5/2008	MATTHEW BENDER AND CO, INC	196.20	46,403.22	
7/29/2008	MC DANIEL, CAROLYN	3,250.00	35,527.50	
7/29/2008	MC MEANS, JEFFREY A	475.00	12,090.00	
7/29/2008	MCDANIEL, CHRIS J	2,120.00	19,585.00	
8/5/2008	MCDONALD, BARBARA	500.00	500.00	
8/5/2008	MCDONALD, SHAWN M	1,600.00	24,589.50	
7/29/2008	MCKNIGHT, MICHELLE	4.39	4.39	
7/28/2008	MCPHERSON, SEAN KELLY	5.00		Note: 1
7/29/2008	MEDRELIEF STAFFING	498.75	17,718.75	
7/29/2008	MEITZEN, WILLIAM A	450.00	7,250.00	
7/29/2008	MELLON REAL ESTATE, INC	50,629.04	85,224.12	Note: 4
8/1/2008	METLIFE	5,042.87		Note: 2
8/5/2008	MEYERS, W. A. (ANDY)	1,100.40	3,471.08	
7/29/2008	MIDDLETON, BRIAN	1,625.00	19,380.00	
7/29/2008	MIDDLETON, TRACY	850.00	6,025.00	
8/5/2008	MIDDLETON, TRACY	350.00	6,375.00	
7/28/2008	MIDFIRST BANK	5.00		Note: 1
7/28/2008	MISSION GLEN HOA C/O HOUST	170.00		Note: 1
8/5/2008	MOBILE MODULAR MANAGMENT CORP	406.00	19,663.04	
7/29/2008	MONK, STEVEN D	375.00	37,258.75	
8/5/2008	MONK, STEVEN D	1,060.00	38,318.75	
7/29/2008	MOORE MEDICAL LLC	5,358.56	35,580.82	
7/29/2008	MOORE, KRISTEN	275.96	275.96	
7/29/2008	MOORE, MICHAEL R.	500.00	500.00	Note: 4
7/28/2008	MOORE, TOMMIE	475.00		Note: 1
8/5/2008	MORGAN, VICTORIA	140.00	2,825.00	
7/28/2008	MORRISON, DIANA	475.00		Note: 1
8/5/2008	MORSE, RANDALL W.	126.09	950.38	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	MOTOROLA	6,558.59	609,122.05	
8/1/2008	MOTOROLA	13,730.40		Note: 5
8/5/2008	MOTOROLA	22,486.15	631,608.20	
8/5/2008	MOUSTAKIS, ERASMIA	25.00	304.29	
7/29/2008	MUELLER WATER CONDITIONING	805.00	6,440.00	
7/28/2008	MULLER, RONALD C	65.00		Note: 1
7/29/2008	MULTI-CULTURAL BOOKS & VID	400.00	3,200.00	
8/5/2008	MULU INTEREST	820.00	820.00	
7/29/2008	MUNOZ, JEANETTE	182.46	5,937.36	
8/5/2008	MURRAY HILL APARTMENTS	450.00	1,410.00	
7/29/2008	MUSTANG CROSSING APARTMENT	350.00	5,124.51	
7/29/2008	MUSTANG TRACTOR & EQUIPMEN	3,199.40	700,652.79	
8/5/2008	MUSTANG TRACTOR & EQUIPMENT CO	826.53	701,479.32	
7/29/2008	MYERS TIRE SUPPLY	931.53	4,104.61	
7/29/2008	MYSKA, JIMMY G.	1,000.00	1,000.00	Note: 4
8/5/2008	N E W - NATIONAL ELIGIBILITY	855.00	855.00	
7/29/2008	NAPA AUTO PARTS	1,037.83	23,106.95	
8/5/2008	NAPA AUTO PARTS	114.76	23,221.71	
7/29/2008	NARSETE, MICHAEL S.	800.00	5,380.00	Note: 4
7/29/2008	NASSIF, MICHAEL	3,360.00	26,585.00	
8/5/2008	NASSIF, MICHAEL	1,050.00	27,635.00	
8/5/2008	NATALIE SARFIN	119.34	408.09	
7/28/2008	NATIONAL BANK OF ALVIN	5.00		Note: 1
8/1/2008	NATIONAL BOND AND TRUST CO	1,931.67		Note: 2
7/29/2008	NATIONAL NOTARY ASSOCIATIO	112.95	529.98	
8/1/2008	NATIONWIDE RETIREMENT SOLU	19,936.36		Note: 2
7/28/2008	NATT, ANGELA	475.00		Note: 1
7/29/2008	NEEDVILLE FEED AND SUPPLY	347.80	3,584.35	
8/1/2008	NEW MEXICO CHILD SUPPORT	132.91		Note: 2
7/29/2008	NEXTEL COMMUNICATIONS	8,217.14	233,293.77	Note: 4
8/5/2008	NEXTEL COMMUNICATIONS	6,974.56	240,268.33	
7/29/2008	NJOKU, MICHAEL N	2,910.00	45,303.75	
8/5/2008	NJOKU, MICHAEL N	1,250.00	46,553.75	
7/28/2008	NOORALLAH, KHOWAJA	692.00		Note: 1
7/29/2008	NORTHWEST REFRIGERATION	3,217.55	3,217.55	
7/29/2008	NOVUS WOOD GROUP LP	24,675.00	41,175.00	
7/29/2008	NWANGUMA, GRACE	700.00	7,060.00	
7/29/2008	OAK BEND MEDICAL CENTER	5,821.20	758,165.83	
8/5/2008	OAKBEND MEDICAL CENTER	764.40	758,930.23	
7/29/2008	O'BRIEN COUNSELING SERVICE	365.00	3,760.00	
7/29/2008	OFFICE DEPOT, INC	93.22	215,166.29	
8/5/2008	OFFICE DEPOT, INC	3,977.27	219,143.56	
8/1/2008	OHIO CHILD SUPPORT	302.23		Note: 2
7/29/2008	OMEGA PRODUCTS CORP	4,049.34	4,049.34	
8/5/2008	OMNI MANDALAY HOTEL	1,380.00	1,825.05	
7/29/2008	ORACLE CORPORATION	7,114.99	95,405.86	
7/29/2008	O'REILLY AUTO PARTS	239.26	2,717.86	
8/5/2008	O'REILLY AUTO PARTS	97.99	2,815.85	
7/29/2008	ORKIN	721.74	721.74	
7/29/2008	OSBURN ASSOCIATES, INC	1,480.50	35,732.00	
8/5/2008	OTHON, INC	12,093.00	12,093.00	
8/5/2008	OZARKA	1,141.60	10,727.48	
7/29/2008	P SQUARED EMULSIONS	31,407.60	576,613.25	
8/5/2008	P SQUARED EMULSIONS	34,414.99	611,028.24	
7/29/2008	PACER SERVICE CENTER	51.36	125.84	
7/29/2008	PALMER PLANTATION MUD NO.	364.61	364.61	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/28/2008	PARRISH & PARRISH	5.00		Note: 1
7/29/2008	PARTHUM, LEROY	500.00	500.00	Note: 4
8/4/2008	PASTINI, MONICA CRISTINA	475.00		Note: 1
8/1/2008	PEAKE, DAVID G TRUSTEE	1,235.19		Note: 2
7/29/2008	PELLERIN LAUNDRY MACHINERY	1,552.32	3,596.57	
8/5/2008	PEREZ- JARAMILLO, MAGGIE	450.00	47,523.75	
7/29/2008	PEREZ, JAMES L	1,675.00	2,700.00	
7/29/2008	PERFORMANCE FOOD GROUP	4,912.65	199,581.10	
8/5/2008	PERFORMANCE FOOD GROUP	56.79	199,637.89	
7/29/2008	PERHAM, JOSHUA	2.69	7.64	
7/29/2008	PERZ, IRA F	16,700.00	43,987.50	
7/29/2008	PHARMACY PLUS, INC	85.46	1,156.34	
7/29/2008	PHILIP RECLAMATION SERVICE	9,219.84	31,710.16	
7/28/2008	PHILOAN M TRAN PC	10.00		Note: 1
8/5/2008	PIERCE GOODWIN ALEXANDER AND	4,075.96	1,526,735.25	
8/5/2008	PINTO, PILLY	127.24	545.30	
7/29/2008	PITNEY BOWES	1,619.64	307,438.87	
7/29/2008	PIZZITOLA, JOHN A	575.00	11,250.00	
7/28/2008	POATS, GREYLING BYRON	48.00		Note: 1
7/29/2008	POCASANGRE, CARLOS	322.02	322.02	
8/5/2008	POCHYLA, GARY	475.00	975.00	
7/29/2008	POLAK, DIANE	40.95	83.54	
7/29/2008	PONDER, JOANN	300.00	2,625.00	
7/29/2008	POWER TOOL SERVICE INC	25.35	1,030.98	
7/29/2008	PREMIUM FOODS	4,663.30	73,121.40	
8/5/2008	PREMIUM FOODS	2,854.25	75,975.65	
8/5/2008	PRICE, LOAQUIN	7.34	7.34	
7/29/2008	PRO TECH MONITORING	8,905.00	86,253.62	
8/1/2008	PROFESSIONAL PROJECT	13,090.00		Note: 5
7/29/2008	PROJECT K I D S	210.00	1,315.00	
7/28/2008	PROPERTY TAX SOLUTIONS LLC	45.00		Note: 1
7/29/2008	PROSPERITY BANK	10,942.61	188,283.39	
8/1/2008	PROSPERITY BANK	59.25		Note: 5
7/29/2008	PSYCHOLOGICAL ASSESSMENT	149.60	876.70	
7/28/2008	PTS PROCESSING INC	50.00		Note: 1
7/29/2008	PUBLIC ENTITY RISK INSTITU	19.15	19.15	
8/5/2008	QUACH, JIMMY	1,061.00	1,061.00	
7/29/2008	QUANTUM ART, INC	2,100.00	2,100.00	
7/29/2008	QUEST DIAGNOSTIC	83.13	3,313.22	
8/5/2008	QUEST DIAGNOSTIC	35.94	3,349.16	
7/28/2008	RANDOLPH BROOKS FEDERAL	5.00		Note: 1
7/29/2008	RANDOM HOUSE, INC	368.00	30,916.71	
8/5/2008	RANDOM HOUSE, INC	816.00	31,732.71	
7/28/2008	RASA FLOORS	5.00		Note: 1
8/5/2008	RAVEN, JANNA L.	30.42	56.16	
7/29/2008	RAY GLASS COMPANY INC	30.63	10,952.61	
8/5/2008	RAZZAQI, SOL	600.00	600.00	
7/29/2008	RECORDED BOOKS, LLC	1,829.20	27,552.87	
8/5/2008	REED, JESSE A III, PHD	3,000.00	30,275.00	
7/29/2008	REESE, TRAVIS	500.00	500.00	Note: 4
7/28/2008	REGIONS MONTGOMERY LENDING	5.00		Note: 1
7/28/2008	REINER, HOWARD M	10.00		Note: 1
7/29/2008	RELIANT ENERGY RETAIL SERV	5,483.43	96,063.58	Note: 4
8/5/2008	RELIANT ENERGY RETAIL SERVICES	5,410.17	101,473.75	
8/1/2008	RENCHER, CHARLES G	150.00		Note: 5
7/29/2008	REPRODUCTION EQUIPMENT SER	192.46	1,520.39	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	REVELES, MARY	10.20	972.87	
8/5/2008	REVELES, MARY	110.64	1,083.51	
7/29/2008	REYNOLDS, KAYE	736.47	2,031.57	
7/29/2008	RICHARDS-PAPE, VIRGINIA	1,330.50	1,330.50	
8/5/2008	RICHMOND BONE AND JOINT CLINIC	89.47	24,949.10	
7/29/2008	RICHMOND/ROSENBERG OCC CLI	1,060.00	9,429.27	
8/5/2008	RIVAS, RAQUEL	32.26	47.89	
7/28/2008	RIVERA, ELVIN RAFAEL	149.00		Note: 1
8/5/2008	ROADWAY EQUIPMENT INC	1,073.72	1,073.72	
8/5/2008	ROCA CONSTRUCTION	49,059.90	220,732.70	
8/5/2008	ROCHESTER MIDLAND	1,078.92	5,370.36	
7/29/2008	ROE, CARMEN	200.00	14,125.00	
8/5/2008	ROE, CARMEN	1,525.00	15,650.00	
8/4/2008	ROHLING, DANIEL	475.00		Note: 1
8/5/2008	ROLL, ROXIE	1,725.00	50,820.00	
8/5/2008	ROLLINS, TAYLOR	83.81	83.81	
7/29/2008	ROMCO EQUIPMENT COMPANY	823.77	22,702.58	
7/29/2008	ROSENBERG CARPET CENTER IN	432.10	78,740.41	
8/5/2008	ROSENBERG CARPET CENTER INC	6,311.08	85,051.49	
7/29/2008	ROSENBERG TRACTOR	80.95	66,134.42	
8/5/2008	ROTHMAN, KAREN ROMEO	3,911.50	32,620.60	
8/5/2008	RURAL TRASH SERVICE INC	120.00	1,080.00	
8/4/2008	RUSK, JASMINE	3,860.35		Note: 1
8/5/2008	SAFETY SHOE DISTRIBUTORS, LLP	396.90	40,527.14	
7/29/2008	SALCEDA, ALBERTO	450.00	10,950.00	
8/5/2008	SAM HOUSTON STATE UNIVERSITY	175.00	1,682.00	
7/24/2008	SAMAAN, CATHERINE	23.00		Note: 1
7/28/2008	SAN ANTONIO FEDERAL	5.00		Note: 1
7/29/2008	SCHAEFER, NINA	2,987.50	22,393.75	
8/5/2008	SCHAUMBURG AND POLK	68,841.75	294,892.37	
7/28/2008	SCHEINBERG, SIDNEY H	37.00		Note: 1
8/5/2008	SCHEPPS DAIRY	1,150.00	49,988.15	
8/5/2008	SCHNITZER, ASHLEY	699.43	2,127.57	
8/1/2008	SECURITY BENEFIT LIFE INS	24,575.23		Note: 2
8/5/2008	SEEWEE S TRAVEL BY JACKIE	200.00	13,729.30	
7/29/2008	SERVICEMASTER SOUTHWEST	254.98	2,039.84	
7/29/2008	SETH W. SILVERMAN M.D., PA	3,837.50	3,837.50	
7/29/2008	SETON IDENTIFICATION PRODU	37.05	755.59	
7/28/2008	SHAIKH, JAFFER	10.00		Note: 1
7/29/2008	SHAW, RUBY	800.00	68,096.25	
8/5/2008	SHAW, RUBY	340.00	68,436.25	
7/29/2008	SHELTON, PAULETTE	1,098.40	3,210.61	
8/5/2008	SHERATON AUSTIN HOTEL	586.50	6,647.00	
7/29/2008	SHERWIN WILLIAMS CO	79.74	6,362.21	
8/5/2008	SHERWIN WILLIAMS CO	1,063.00	7,425.21	
7/29/2008	SHERWIN-WILLIAMS	57.99	6,362.21	
7/29/2008	SHI GOVERNMENT SOLUTIONS I	1,136.70	67,325.15	
8/5/2008	SHI GOVERNMENT SOLUTIONS INC	2,488.00	69,813.15	
7/29/2008	SHOPPA'S FARM SUPPLY INC	445.58	37,276.26	
8/4/2008	SIERRA, JOSE GUADALUPE	475.00		Note: 1
8/5/2008	SIMMONS, ALEX	115.04	115.04	
7/29/2008	SIMPLEX GRINNELL LP	3,400.00	58,253.68	
8/5/2008	SIMPLEX GRINNELL LP	600.00	58,853.68	
7/29/2008	SKIDRIL, INC	1,423.39	1,568.00	
8/5/2008	SLATER, WILLIAM	59.89	59.89	
7/29/2008	SLAVINSKI, BOBBY	327.49	2,887.86	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	SMITH, DERICK R	200.00	13,710.00	
8/5/2008	SMITH, KEISHA	500.00	8,250.00	
7/28/2008	SNELL, RICHARD S	1.00		Note: 1
7/29/2008	SOLUTIONS 4 SURE, INC	9,986.84	86,385.81	
8/5/2008	SOLUTIONS 4 SURE, INC	119,427.40	205,813.21	
7/29/2008	SOS-FT BEND CO WOMEN'S CEN	6,272.74	71,058.60	
8/5/2008	SOUTH COAST HYDRAULICS	50.74	50.74	
8/5/2008	SOUTHEAST TEXAS HOUSING	63,310.14	224,174.18	
7/29/2008	SOUTHERN TIRE MART, LLC	3,596.00	55,634.38	
8/5/2008	SOUTHERN TIRE MART, LLC	720.84	56,355.22	
7/29/2008	SOUTHWEST MOWER SERVICE CE	589.51	11,311.92	
7/29/2008	SOUTHWEST SOLUTIONS GROUP	1,361.31	39,212.45	
8/5/2008	SOUTHWEST USERS GROUP	250.00	575.00	
8/5/2008	SPECTRUM SERVICES GROUP	650.00	4,550.00	
8/5/2008	SPEEDWAY SHIRTS AND SIGNS	2,485.20	47,544.60	
7/29/2008	SPRINT WASTE SERVICES L P	320.00	14,602.00	
8/5/2008	SRDS	706.00	706.00	
7/29/2008	SRX OPTICAL	1,160.00	10,555.00	
8/5/2008	ST PAUL TRAVELERS INSURANCE CO	94.00	20,513.84	
8/4/2008	ST PETERS ORTHODOX CHURCH/	5,039.64		Note: 1
7/29/2008	STAHLMAN LUMBER CO	33.98	2,178.93	
8/5/2008	STAHLMAN LUMBER CO	173.00	2,351.93	
7/29/2008	STAR VIDEO PRODUCTIONS	560.00	7,035.00	
7/28/2008	STASTNY, CYRIL M JR	475.00		Note: 1
7/29/2008	STAT CARE OF TEXAS PA	619.37	27,777.53	
8/5/2008	STAT CARE OF TEXAS PA	234.37	28,011.90	
8/5/2008	STATE BAR OF TEXAS	25.00	14,971.00	
8/5/2008	STATE COMPTROLLER	100.00	6,920.42	
8/1/2008	STATE OF LOUISIANA	441.66		Note: 2
8/5/2008	STATON, TAMMY	228.54	535.39	
7/29/2008	STEEL SUPPLY, INC.	4,389.49	9,927.26	
7/29/2008	STEELE, CORINNA	650.00	64,475.00	
8/5/2008	STEELE, CORINNA	3,360.00	67,835.00	
8/5/2008	STEFFEY, HELEN	285.96	455.39	
8/5/2008	STELL, KAREN	31.06	80.15	
8/4/2008	STEPHENS, DAVID WAYNE	475.00		Note: 1
7/31/2008	STEPHENS, R GARY	227.00		Note: 1
8/5/2008	STERICYCLE INC	634.38	6,060.94	
7/29/2008	STEVENS, SYNGMAN R JR	2,250.00	8,450.00	
7/28/2008	STEWART MORTGAGE INFORMATI	20.00		Note: 1
8/5/2008	STEWART, PAUL	80.43	290.15	
7/29/2008	STICKLER, TOMMY J	750.00	13,662.49	
7/29/2008	STOMBERG, MARIJANE	504.24	2,435.24	
7/29/2008	STORNELLO, ROSARIO	460.00	13,922.50	
7/29/2008	STROUHAL TIRE - HUNGERFORD	150.50	30,016.02	
7/28/2008	SUE-ANN OPERATING LC	15.00		Note: 1
7/29/2008	SW CARDIOLOGY ASSOC, PA	61.47	357.11	
7/29/2008	SYPTAK, JAMES	76.85	1,439.12	
8/1/2008	TALLAS, BOBBIE ANN	150.00		Note: 5
8/5/2008	TARGET BANK	1,023.26	18,536.34	
7/29/2008	TARMAC MATERIALS, LLC	81,230.75	1,089,040.61	
8/5/2008	TARMAC MATERIALS, LLC	58,551.29	1,147,591.90	
7/29/2008	TAVENER, GARY W.	500.00	500.00	Note: 4
7/28/2008	TAX RESCUE II LLC	16.00		Note: 1
7/28/2008	TAX RESCUE LP	8.00		Note: 1
8/5/2008	TAYLOR-FELTON, TANGERLIA	300.00	6,615.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	TEKPLAN SOLUTIONS, LLC	3,805.00	39,890.00	
8/4/2008	TERRAZAS, MARILEE	712.50		Note: 1
8/1/2008	TERRELL, CLIFF	150.00		Note: 5
7/29/2008	TERRY, T K	762.50	45,362.50	
8/5/2008	TERRY, T K	3,825.00	49,187.50	
7/29/2008	TEXANA CENTER	1,296.75	323,493.80	
8/5/2008	TEXAS COLLEGE OF PROBATE	350.00	350.00	
8/5/2008	TEXAS COMMISSION	111.00	3,987.00	
8/1/2008	TEXAS COUNTY & DISTRICT	590,390.73		Note: 2
8/5/2008	TEXAS COURT REPORTERS	125.00	2,140.00	
8/5/2008	TEXAS CRIMINAL DEFENSE LAWYERS	300.00	300.00	
7/29/2008	TEXAS DEPARTMENT	12.00	588.00	
8/1/2008	TEXAS DEPT OF CRIMINAL JUS	5,432.68		Note: 2
8/5/2008	TEXAS DEPT OF CRIMINAL JUSTICE	4,218.68	134,119.73	
8/5/2008	TEXAS DEPT OF PUBLIC SAFETY	100.00	5,925.00	
7/28/2008	TEXAS HIGHER EDUCATION	4.00		Note: 1
7/29/2008	TEXAS ILLEGAL DUMPING	150.00	150.00	
8/5/2008	TEXAS JUVENILE PROBATION	85.00	6,120.49	
8/5/2008	TEXAS MARKING PRODUCTS, INC	18.12	1,936.41	
7/29/2008	TEXAS PROBATION ASSOCIATIO	345.00	345.00	
8/5/2008	TEXAS PROBATION ASSOCIATION	250.00	595.00	
8/5/2008	TEXAS SNAKES AND MORE	175.00	275.00	
8/5/2008	TEXAS STERLING CONSTUCTION CO	568,432.79	3,386,387.79	
8/5/2008	TEXAS SUPREME COURT JOURNAL	1,468.00	1,468.00	
7/29/2008	TEXAS TRANSPORTATION INSTI	33,646.67	67,813.33	
7/29/2008	TEXAS WELDERS SUPPLY CO, I	241.23	17,628.75	
8/5/2008	TEXAS WELDERS SUPPLY CO, INC	456.19	18,084.94	
7/29/2008	THE ARC OF FORT BEND COUNT	2,521.60	15,859.67	
8/1/2008	THE HARTFORD	911.00		Note: 2
7/28/2008	THE HOLOWAY JONES LAW FIRM	5.00		Note: 1
7/29/2008	THE QUILL LAW FIRM, PC	250.00	5,195.00	
8/5/2008	THE QUILL LAW FIRM, PC	200.00	5,395.00	
7/29/2008	THE SPEEDY STICKER STOP	133.75	1,999.70	
8/5/2008	THE SPEEDY STICKER STOP	14.50	2,014.20	
8/5/2008	THE UNIVERSITY OF TEXAS HEALTH	510.00	635.00	
7/28/2008	THOMAS, JAMES J	2,450.00		Note: 1
7/29/2008	THOMAS, LARRY E	1,175.00	20,250.00	
8/5/2008	THOMAS, LARRY E	875.00	21,125.00	
8/5/2008	THOMAS, ROBERT L JR	87.00	6,498.25	
8/5/2008	THOMSON GALE GROUP	1,055.79	172,284.54	
8/5/2008	TIME CLOCK SALES AND	32.56	1,584.12	
7/28/2008	TITLE 11 FUNDING OF CALIFO	10.00		Note: 1
8/5/2008	TOLUNAY-WONG ENGINEERS, INC	2,337.50	36,700.04	
7/29/2008	TOP CAT STENO, INC.	98.50	98.50	
8/5/2008	TORRES, AMY	250.00	2,980.00	
7/29/2008	TORRES, DINA	6.08	17.64	
7/29/2008	TOTAL TECHNOLOGIES, LLC	195.87	40,749.99	
8/5/2008	TOTAL TECHNOLOGIES, LLC	869.90	41,619.89	
7/29/2008	TRAILER WHEEL & FRAME CO.	99.98	99.98	
7/28/2008	TRAN, LE	950.00		Note: 1
7/29/2008	TRANTEX TRANSPORTATION	486.00	2,538.10	
7/24/2008	TRAVIS COUNTY CONST PCT 5	190.00		Note: 1
7/31/2008	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
8/5/2008	TRI-ANIM HEALTH SERVICES INC	675.00	15,916.20	
7/28/2008	TRICENTURY TITLE LLC	5.00		Note: 1
7/29/2008	TROXELL COMMUNICATIONS, IN	14,883.83	44,666.53	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
8/5/2008	TROXELL COMMUNICATIONS, INC	236.08	44,902.61	
7/31/2008	TRUONG, KIEU PHAM	69.00		Note: 1
7/29/2008	TU, PAUL	2,450.00	23,241.00	
8/5/2008	TU, PAUL	700.00	23,941.00	
8/5/2008	TX ASSOC COURT ADMIN (TACA)	50.00	350.00	
8/1/2008	TX ATTORNEY GENERALS OFFIC	23,785.51		Note: 2
7/29/2008	TXU ENERGY	523.82	18,147.51	Note: 4
8/5/2008	TXU ENERGY	1,596.70	19,744.21	
8/1/2008	U S DEPARTMENT OF EDUCATIO	109.80		Note: 2
7/28/2008	UNITED HERITAGE CREDIT UNI	5.00		Note: 1
7/29/2008	UNITED PARCEL SERVICE	31.19	2,776.30	
7/28/2008	UNITED TITLE	31.00		Note: 1
8/1/2008	UNITED WAY OF THE TEXAS GU	449.82		Note: 2
7/31/2008	UNUM LIFE INSURANCE	20,951.35		Note: 2
8/5/2008	URBISH ELECTRIC	338.30	18,977.24	
7/28/2008	US BANK HOME MORTGAGE	4.00		Note: 1
7/29/2008	UTMB AT GALVESTON	998.52	280,721.08	
7/29/2008	UTMB FACULTY GROUP	778.75	14,787.50	
7/29/2008	VALIKONIS, STEVEN W	1,281.25	5,493.75	
8/5/2008	VALLOPPILLIL, JOSEPH	775.00	775.00	
8/5/2008	VASQUEZ, PATRICK	99.67	173.59	
7/29/2008	VERIZON SOUTHWEST	48.76	27,474.38	Note: 4
7/29/2008	VERIZON WIRELESS	33.51	27,507.89	Note: 4
8/5/2008	VERIZON WIRELESS	1,168.83	28,643.21	
8/5/2008	VICTORIA GARDEN APARTMENTS	435.00	1,305.00	
7/28/2008	VILLATORO, CARLOS	712.50		Note: 1
7/28/2008	VINCENT & MOYE PC	34.00		Note: 1
7/31/2008	VISION CARE, INC	9,757.02		Note: 2
7/29/2008	VISUAL PROMOTIONS	481.00	1,070.36	
8/1/2008	W J INTERESTS, LLC	657.00		Note: 5
7/29/2008	WAGENBACH, LARRY	3,475.03	18,041.08	
8/5/2008	WAGENBACH, LARRY	279.43	18,320.51	
8/5/2008	WALKER, JAMIE	4.39	4.39	
8/5/2008	WALKER, PHLESSIA	100.00	100.00	
7/29/2008	WALKERCOM, INC	184.00	5,890.95	
7/24/2008	WALLER COUNTY SHERIFF	65.00		Note: 1
7/29/2008	WAL-MART COMMUNITY	986.79	16,726.25	
8/5/2008	WAL-MART PHARMACY 546	485.63	17,211.88	
7/28/2008	WALTER MORTGAGE COMPANY	10.00		Note: 1
7/29/2008	WATSON, TEANA V	1,450.00	20,437.50	
8/5/2008	WATTERSON, VICTORIA	7.34	35.25	
7/29/2008	WAUKESHA-PEARCE INDUSTRIES	131.95	6,596.34	
8/5/2008	WCA WASTE CORPORATION	720.81	2,555.44	
8/5/2008	WEBB, JEFFREY ODE	2,125.00	18,290.00	
7/29/2008	WELLINGTON ELECTRIC, INC	2,051.10	146,437.43	
7/28/2008	WELLS FARGO FINANCIAL	16.00		Note: 1
7/28/2008	WELLS FARGO HOME MORTGAGE	10.00		Note: 1
7/29/2008	WEST GROUP PAYMENT CENTER	332.50	143,611.01	
8/5/2008	WEST GROUP PAYMENT CENTER	8,505.66	152,116.67	
7/29/2008	WEST HOUSTON RADIOLOGY	117.55	17,214.12	
8/5/2008	WEST HOUSTON RADIOLOGY	114.55	17,328.67	
7/29/2008	WESTERN POWER & HARDWARE	30.39	66.29	
8/1/2008	WHARTON COUNTY CHILD	161.54		Note: 2
7/29/2008	WHARTON TRACTOR COMPANY	788.31	5,898.56	
7/29/2008	WHITE, RICHARD M	9.34	51.02	
8/5/2008	WHITEHEAD, KRISTA	13.06	248.42	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
7/29/2008	WHITT, KENNETH J	66.00	1,374.00	
7/29/2008	WILLIAMS, RODNEY O'NEIL	400.00	12,990.00	
7/29/2008	WINDSHIELDS UNLIMITED 1	242.51	2,790.50	
7/29/2008	WINDSTREAM	329.16	47,836.95	
8/1/2008	WINDSTREAM	44.42		Note: 5
8/5/2008	WINDSTREAM	802.35	48,639.30	
7/24/2008	WOLFSON, BRUCE A	65.00		Note: 1
8/5/2008	WOOLARD-SCHELLBERG, KIM	4.68	4.68	
7/29/2008	WOOLSEY, KAREN	285.77	14,420.27	
8/5/2008	WORLDWIDE DIRECTORY PRODUCTS	70.18	454.58	
8/5/2008	WORSHAM, VICKI	361.13	361.13	
7/28/2008	WRIGHT GINSBERG BRUSILOW P	15.00		Note: 1
8/5/2008	WRIGHT, MILTON	773.43	842.30	
7/29/2008	WYLIE MANUFACTURING CO	465.57	4,863.05	
7/29/2008	Y.O. RANCH & RESORT HOTEL	972.00	972.00	
7/29/2008	YARDS, HEATHER C	2,525.00	7,850.00	
8/5/2008	YELDERMAN FAMILY LIMITED	400.00	3,600.00	
8/5/2008	ZAVALA, RUBEN	76.04	76.04	
8/5/2008	ZEE MEDICAL, INC	338.82	2,945.89	
8/1/2008	ZIMMERMAN, JOE R	300.00		Note: 5
		5,183,962.52		

Note: Checks released prior to 08/6/08 for the following disbursements:
(1): Registry, Cash Bond, and Fee Officer Payments of $114,246.33
(2): Payroll and Employee Benefits Payments of $1,042,061.25
(3): Juror Payments of $19,162.00
(4): Time Sensitive Payments of $1,215,715.44
(5): Toll Road & Toll Road Operations Payments of $ 89.495.83

Total Payments less time sensitive payments 3,968,247.08

Ratify

IN THE MATTER OF ~~APPROVING~~ BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2008

On this the 6th day of August, 2008 at a regular session of Commissioners' Court with the following present:

County Judge
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

Now, therefore, be it resolved upon the motions of Commissioner Stavinoha and seconded by Commissioner Prestage, duly put and carried, it is ordered that the bills be approved in the amount up to $ 1,215,715.47 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

DD4

FORT BEND COUNTY FY 2008
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: July 30, 2008

Court Date: August ~~5~~ 6, 2008

Submitted By: James Edwards
Department: Budget Office
Telephone: (281) 344-3937

SUMMARY OF ITEM:

Take all appropriate action to publish the following legal notices pertaining to the budget process in the Fort Bend Herald due to time constraints:

Publication of effective and rollback tax rates
Notice of Public Hearing on Tax Increase
Notice of Tax Revenue Increase

Renewal Agreement/Appointment: YES ☐ NO ☒

Reviewed by County Attorney's Office: YES ☐ NO ☒

List Supporting Documents Attached: _____

FINANCIAL SUMMARY:

Budgeted Item: YES ☒ NO ☐

Funding Source: Fund: 100409100 – 63000 (Non-Departmental, Fees)

Requires Auditor to Certify Funds: YES ☐ NO ☒

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to: (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

☒ Auditor	(281-341-3774)	☒ Comm. Pct. 1	(281-342-0587)
☒ Budget Officer	(281-344-3954)	☒ Comm. Pct. 2	(281-403-8009)
☒ Facilities/Planning	(281-633-7022)	☒ Comm. Pct. 3	(281-242-9060)
☒ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☒ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other: _____		☒ County Atty	(281-341-4557)

Recommendation:

Special Handling: _____

8-6-08
5A

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

9th day of July, 2008.
Traffic Waters Lake

_____ day of _____, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

Publisher's Representative

Sworn to and subscribed before me this 9th day of July, 2008.

Anna J. Moore
Notary Public

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Notices

NOTICE
EST FOR
OMPETITIVE
OSALS

titive Proposals
in the Office of
mo, Jr., County
gent, Fort Bend
enberg Annex,
Road, Suite A,
X 77471 for the
THURSDAY,
8 at 1:30 P.M.
posals will then
ne Office of the
ent, Rosenberg
Reading Road,
senberg, TX
ne names of
made public.
eived after the
will be returned

EQUENCY
ON
ND
HANDLING
SIENNA
BRANCH

OMEWORK
08-087

County has
new financial
ram and has
the mailing
es. All Bids,
Qs, except for
rojects may be
ne by visiting
nd.tx.us and
nasing.

unty reserves
ect any or all

Jalomo, Jr.,
ent
nty. Richmond,

Notices

LE SALE

rtue of a Writ
and/or Order
on June 5th,
240th District
Bend County,
use **#05-CV-**
of the plaintiff
rwood D/B/A
aintiff, for the
7.85+++ costs
said execution

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Cinco Ranch Southwest, Section 2, Section 3 and Section 4, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Secondary Entry- Hardscape, Planting, & Irrigation to Serve Sienna Management District(Job No. H08917) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:30 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Andover Farms, Section 5, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may

Legal Notices

THE STATE OF TEXAS
CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **JULY 28, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.
The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **30-JAN-2008.** It bears cause number **08-CV-161895** and is styled:

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4
V.
JOSE ALFREDO NAVARRO, NANCY MELENDEZ, AND THE UNKOWN HEIRS AT LAW OF ELENA P. NAVARRO
IN RE: 14303 ROYAL HILL DRIVE
HOUSTON, TEXAS 77083

The name and address of the attorney for U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4 is:

MARK TORABI BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, LLP
15000 SURVEYOR BLVD STE 100 ADDISON, TX 75001

The nature of the demands

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Case-Toskey Subdivision being a partial replat of Lots 5, 6, 7 and 8, Block 22 of Weston Lakes Subdivision, Section 11, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 23B, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

8-6-08
5B

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

9th day of July, 2008.
Traffic Andover Gains Dist 5

_____ day of _____, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

Publisher's Representative

Sworn to and subscribed before me this 9th day of July, 2008.

Anna J. Moore
Notary Public

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Notices

. NOTICE
EST FOR
OMPETITIVE
'OSALS

etitive Proposals
d in the Office of
mo, Jr., County
gent, Fort Bend
enberg Annex,
Road, Suite A,
X 77471 for the
THURSDAY,
)8 at 1:30 P.M.
posals will then
he Office of the
ent, Rosenberg
Reading Road,
osenberg, TX
he names of
made public.
eived after the
will be returned

EQUENCY
ION
ND
HANDLING
SIENNA
BRANCH

OMEWORK
08-087

County has
a new financial
gram and has
the mailing
es. All Bids,
Qs, except for
rojects may be
ne by visiting
end.tx.us and
hasing.

unty reserves
ject any or all

Jalomo, Jr.,

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Cinco Ranch Southwest, Section 2, Section 3 and Section 4, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Secondary Entry- Hardscape, Planting, & Irrigation to Serve Sienna Management District(Job No. H08917) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:30 p.m., Wednesday, July

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Andover Farms, Section 5, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday,

Legal Notices

THE STATE OF TEXAS
CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **JULY 28, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.
The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **30-JAN-2008**. It bears cause number **08-CV-161895** and is styled:

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4
V.
JOSE ALFREDO NAVARRO, NANCY

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Case-Toskey Subdivision being a partial replat of Lots 5, 6, 7 and 8, Block 22 of Weston Lakes Subdivision, Section 11, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners

8-5-08
5C

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

9th day of July, 2008.
Traffic / Cinco Ranch, Ledt 2

_____ day of _____, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

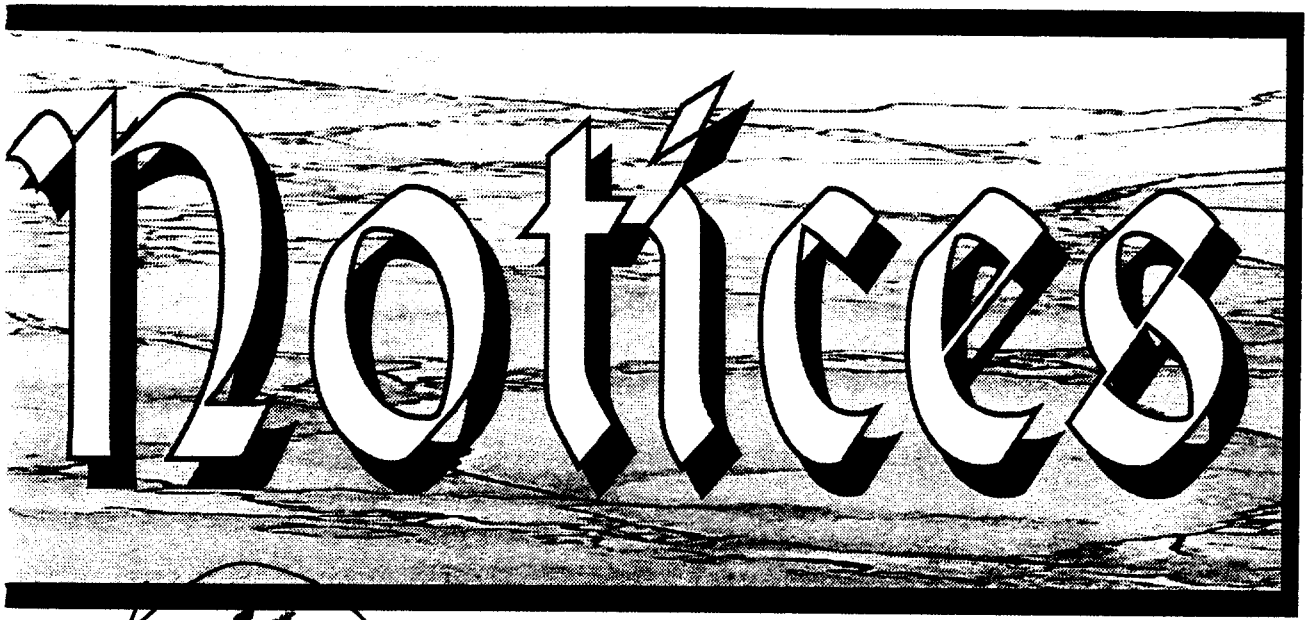
Publisher's Representative

Sworn to and subscribed before me this 9th day of July, 2008.

Anna J. Moore
Notary Public

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011



Notices

. NOTICE
EST FOR
OMPETITIVE
OSALS

etitive Proposals
d in the Office of
mo, Jr., County
gent, Fort Bend
enberg Annex,
Road, Suite A,
X 77471 for the
THURSDAY,
08 at 1:30 P.M.
posals will then
he Office of the
gent, Rosenberg
Reading Road,
osenberg, TX
the names of
s made public.
eived after the
will be returned

EQUENCY
TION
ND
HANDLING
SIENNA
BRANCH

OMEWORK
08-087

County has
a new financial
gram and has
the mailing
es. All Bids,
Qs, except for
Projects may be
ne by visiting
end.tx.us and
hasing.

unty reserves
ject any or all

Jalomo, Jr.,
gent
nty, Richmond,

Notices

BLE SALE

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Cinco Ranch Southwest, Section 2, Section 3 and Section 4, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Andover Farms, Section 5, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS
CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **JULY 28, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.
The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **30-JAN-2008**. It bears cause number **08-CV-161895** and is styled:

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4
V.
JOSE ALFREDO NAVARRO, NANCY MELENDEZ, AND THE UNKOWN HEIRS AT LAW OF ELENA P. NAVARRO
IN RE: 14303 ROYAL HILL DRIVE
HOUSTON, TEXAS 77083

The name and address of the attorney for U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Case-Toskey Subdivision being a partial replat of Lots 5, 6, 7 and 8, Block 22 of Weston Lakes Subdivision, Section 11, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Secondary Entry- Hardscape, Planting, & Irrigation to Serve Sienna Management District(Job No. H08917) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:30 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5%

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 23B, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with

8-6-08

5D

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend and Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

Traffic - Bradford Park Section 3 16th day of July, 2008

_____ day of _____, 2008

_____ day of _____, 2008

_____ day of _____, 2008

Cedric Hardeman
Publisher's Representative

Sworn to and subscribed before me this 16th day of July 2008

Notary Public Gina J. Moore

My commission expires on 6/22/11

GINA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

LEGAL

Notices

ISEMENT
DDERS

in duplicate,
to Sienna
Management
Construction
ia Plantation-
ry- Hardscape,
Irrigation to
Management
o. H08917) in
County, Texas
d at the office
cape Architect
rs, 3050 Post
Suite 1100,
s 77056 until
dnesday, July
then publicly
read aloud.
Bidders and
documents
for purchase
Reprographics,
35 Richmond,
s 77027, or
ined without
e offices of
tners. A bid
mount of 5%
mount of the
mpany each
essful bidder
payment and
nd acceptable
andatory pre-
will be held at
G Partners at
own above at
hursday, July
attendee may
than one firm
of satisfying
ory pre-bid
uirement.
RECEIVED
DERS WHO
HE PRE-BID
E

LE SALE

virtue of a Writ
and/or Order
l on June 5th,
240th District
Bend County,
use #05-CV-
r of the plaintiff
wood D/B/A
laintiff, for the
7.85+++ costs
said execution
of sale and
n of executing

on June 9th,
ffer for sale on
August 2008
y Courthouse
Bend County,
y of Richmond,
n the hours of
.M. and Four
and all rights,
, and claims
id Defendant
Kraft and
any had of, in
ing described
situated in Fort
Texas; viz:

on: 2123
OD DRIVE,
Y, TEXAS,
ULARLY
N THE DEED
FORT BEND
AS AS LOT
SETION 5-B2
GLEN, A
OF FORT
Y, TEXAS.

ASH
ale to be held
or about
:00 A.M.

stable

ity, Texas

onstable

ty, Texas
#73

otices

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **JULY 28, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.
The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **30-JAN-2008**. It bears cause number **08-CV-161895** and is styled:

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4
V.
JOSE ALFREDO NAVARRO, NANCY MELENDEZ, AND THE UNKOWN HEIRS AT LAW OF ELENA P. NAVARRO
IN RE: 14303 ROYAL HILL

THE STATE OF TEXAS
CAUSE NO. 33885

TO: ANGELA ROLLINS, DEFENDANT, GREETING:
YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and styled: Kenneth Robinson, Plaintiff, vs. Angela Rollins and Eric Rollins, Defendants; allegations as shown in said petition now on file in the Fort Bend County Clerk's Office.

The officer executing this Writ shall promptly serve the same, according to requirements of law and the mandates hereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 11th day of June, 2008.

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS
301 JACKSON, SUITE 101
RICHMOND, TX 77469-3108

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the next Monday next following the expiration of 20 days after you are served this citation and petition, a default judgment may be taken against you. The name and address of the Plaintiffs attorney is:

Brendettae J. Payne
Payne Law Group
806 Main St., Suite 1528
Houston, TX 77002
(713)224-1731

Legal Notices

THE STATE OF TEXAS
CAUSE NO. 33885

TO: ERIC ROLLINS, DEFENDANT, GREETING:
YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

LEGAL NOTICE
REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST).** All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY –
RFP 08-086
2. ONLINE HOMEWORK TUTOR - RFP 08-087

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

LEGAL NOTICE
INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-088 – ABATEMENT OF JUNKED VEHICLES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

REQUESTS FOR STATEMENTS OF QUALIFICATIONS

Sealed Qualification Statements will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg TX 77471 for the following until **THURSDAY, JULY 31, 2008 AT 1:30 P.M. (CST).**

DEISIGN/BUILD FAIRGROUNDS EXHIBITION BUILDING EXPANSION - Q08-089

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Fort Bend County reserves the right to reject any or all qualification statements received.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Municipal Utility District No. 10 for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Municipal Utility District No. 10(Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

LEGAL NOTICE
INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-090
– COMMUNICATIONS TRAILER FOR HAM RADIO OPERATORS

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Under and by virtue of a

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Bradford Park Section 3, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.

The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **25-JAN-2008**. It bears cause number **08-CV-161748** and is styled:

FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA V.
FORECE HILLIARD, CHRISTOPHER HAWKINS, CAREY HAWKINS, ANITRA JONES, AND THE UNKOWN HEIRS AT LAW OF EVELYN LEWIS; TWILA BUTLER, LARRY LEWIS, BEN LEWIS, DEMETRIUS LEWIS, PERCY LEWIS, JR., WENDELL LEWIS, DONALD CARR, JAMIE L. MCQUEEN, JEREMY L. MCQUEEN, AND THE UNKNOWN HEIRS AT LAW OF PERCY LEWIS,
IN RE: 13120 BATTLE ROAD, KENDLETON, TEXAS 77451

The name and address of the attorney for **FIRST NATIONAL ACCEPTANCE COMP ANY OF NORTH AMERICA** is:

MERIBETH NOVAK
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD. SUITE 100 ADDISON, TX 75001

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **AUGUST 04, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the **434TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **09-APR-2008**. It bears cause number **08-CV-163340** and is styled:

COUNTRYWIDE HOME LOANS, INC.
V.
JUNE GOFF, LINDSAY PLATZEK AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF
IN RE: 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469

The name and address of the attorney for **COUNTRY WIDE HOME LOANS, INC. is:**
MELISSA MCKINNEY
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD., STE.100 ADDISON, TX 75001
972 386-5040

The nature of the demands of said **COUNTRY WIDE HOME LOANS, INC.** is as follows to-wit:

YOU ARE HEREBY

Houston Community Newspapers Ad Insertion Order

R3365

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALES REP NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	7/8/2009

ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1 7 0 1 4 0 8		JUDGE ROBERT HEBERT	

TOTAL INCHES			STD	TAB		TAG LINE
1	X	3.00	X			TRAFFIC; BRADFORD PARK SECTION 3

REGION NUMBER	P.O.:	COUPON

SECTION	MESSAGE LINE #1 (LAYOUT INSTRUCTIONS)
Classified	

LOCATION	MESSAGE LINE #2 (COLOR INFO)
legals	

CLASSIFIED CODE	PICKUP AD FROM PUB	DATE	PAGE #	COLOR CHARGE CODE	COLOR/LIST COLORS
920					

ADVERTISING TYPE	CONTACT NAME AND PHONE NUMBER	BILLING = Billing Only
CL	SHERRY FISK	

WHITE COPY

EMAIL ADDRESS WHERE AD IS BEING SENT		REMOTE = Outside Office Produces Ad
NUMBER OF TEARSHEETS: 1		X

PUB	PRODUCT CODE	DISCOUNT CODE	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	7/16	3.0	$5.19	$15.57
						Total:	$15.57

Publication Codes

HW-Gr. Hou. Weekly
TG-Total Group

NG-North Group
NE-Northeast Group
NW-Nrthwst Group
SG-South Group
CED-Clear Ad/Enter/Dea CU-1960 Sun Champions
CA-Cleveland Advocate WU-1960 Sun Co-Fair
LC-Dayton News SC-1960 Sun Crosss
PS-E. Main Cntr Obs EU-1960 Sun Klein
EI-Essex Advocate PC-Pasadena Citizen
CC-The Courier CL-Citizen Bay Area
CP-Courier Plus DB-Deer Park Broadcaster
LCP-Lake Cntr Plus PO-Pasadena-Manvel&Tomball
DP-Deer Park Pros Pasadena - Manvel
EG-Examiner Group Pasadena - Tomball
Bellaire Examiner OG-Observer Group
River Oaks Examiner AO-Atascocita Observer
West U Examiner KO-Kingwood Observer
FB-Fort Bend SW Sun HO-Humble Observer
PF-Pearland/Friendswood BS-Spring Observer EW
FI-Friendswood Journal OW-Spring Observer West
PI-Pearland Journal NC-Waller Cntr News Citizen
SR-I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
KE-Memorial Examiner SE- N. Channel Sentinel

INTERNET BILLING

SECTION	AD TYPE	PUB	PROD/LOC CODE	SIZE	STOP	TOTAL $
SS	IN		INET			
SS	IN		INET			
SS	IN		INET			

_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

INSERTS

Number of Inserts _____ Price per 1000 _____

Size: _____ _____ Flexie ____ Tab ____ Std # of Pages _____

Zip Codes _____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

CARD NO.

EXP. DATE _____

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

8-6-08
5E

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend and Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

Replat Stienne Village Sec 1 2nd day of July, 2008

9th day of July, 2008

16th day of July, 2008

_____ day of _____, 2008

CH

Cedric Hardeman
Publisher's Representative

Sworn to and subscribed before me this 16th day of July 2008

Notary Public Anna J. Moore

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

...gal Notices

...E SALE

...irtue of a ...on and/or ...ed on May ...the 268th ...Fort Bend ...in Cause ...n favor of ...nters Glen ...eowners ...ntiff, for the ...+++ costs ...execution ...sale and ...executing

...June 16th, ...r for sale on ...ust 2008 at ...ouse steps ...nty, Texas ...Richmond, ...e hours of ..., and Four ...d all rights, ...nd claims ...fendant (s) ...s Bell and ...ad of, in or ...described ...ated in Fort ...as; viz:

...n: LOT 04, ...F SECOND HUNTER'S ...FIVE-B1, ...IN FORT ..., TEXAS, TO THE THEREOF ...LIDE NOS. ...B OF THE ...OF FORT ..., TEXAS, BY ANY THERETO THEREOF. ...OWN AS ...Y DRIVE, ..., TEXAS

...H ...to be held ...about ...0 A.M.

...ble

..., Texas

...stable

..., Texas ...73

...tices

...S

...Letters ...Askins, ...n Cause ...ty Court ...: Gloria

...te which ...uired to ...me and

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the 240TH District Court of Fort Bend County sitting in Richmond, Texas, and was filed on 25-JAN-2008. It bears cause number 08-CV-161748 and is styled:

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, July 22, 2008 for Residences at Cinco Ranch Apartments being a partial replat of Restricted Reserve "A" Cinco Station, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Luis Valencia with Benchmark Engineering Corporation at 713-266-9930 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **AUGUST 04, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the 434TH District Court of Fort Bend County sitting in Richmond,

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Secondary Entry- Hardscape, Planting, & Irrigation to Serve Sienna Management District(Job No. H08917) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:30 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **JULY 28, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST).** All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY – RFP 08-086
2. ONLINE HOMEWORK TUTOR - RFP 08-087

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Tract 29 Hardscape, Planting, & Irrigation to Serve Sienna Plantation Management District(Job No. H07472) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on June 5th, 2008 by the **240th** District Court of Fort Bend County, Texas in Cause **805-CV-143029** in favor of the plaintiff – **Jose Pickwood D/B/A Accuclean**, plaintiff, for the sum of **$ 22,547.85+++** costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on **June 9th, 2008** and will offer for sale on the 5th, day of **August 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Teresa Kraft and Abieyuwa Bogany** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: **2123 HEATHERWOOD DRIVE, MISSOURI CITY, TEXAS, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDS OF FORT BEND COUNTY, TEXAS AS LOT 35, BLOCK 1, SETION 5-B2 R/P HUNTERS GLEN, A SUBDIVISION OF FORT**

REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, JULY 10, 2008 at 1:30 P.M. (CST). All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. GLOBAL POSITIONING SATELLITE SYSTEM – RFP 08-080
2. ELECTRONIC MONITORING SYSTEM AND SERVICE – RFP 08-081
3. DRUG TESTING SYSTEM – RFP 08-082

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all proposals.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Qualified companies are invited to submit proposals to Stafford Municipal School District for the data and telephone system services/supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of July, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, July 22, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Aurora Street, Severo Road within the Martinez Subdivision, Pct. 4.

The hearing will be held in the

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, JULY 10, 2008 at 1:30 P.M. (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-079 – PRINTING AND MAILING OF TAX STATEMENTS
BID 08-083 – SUBSTANCE ABUSE HAIR ANALYSIS TESTING
BID 08-084 – PHARMACEUTICAL COUNTING MACHINES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Qualified companies are invited to submit proposals to Stafford Municipal School District for the electrical repair services/supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of July, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, July 22, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Pettit Road and Blake Court within the Four Corners Subdivision, Pct. 3.

The hearing will be held in the

Qualified companies are invited to submit proposals to Stafford Municipal School District for the internet connectivity service at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of July, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **SYED HASSAN,** and to all whom it may

Legal Notic

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Municipal Utility District No. 10 for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Municipal Utility District No. 10(Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

ADVERTISEMENT FOR SEALED PROPOSALS

Sealed Proposals for the labor, material, equipment and other necessary items to complete the Fort Bend County Jail Expansion Project for Fort Bend County, Richmond, TX Proposal includes the following Packages: #36 Laundry Equipment & Video Visitation / Arraignment Systems. All packages will be received in the offices of Turner Construction Company (Serving Fort Bend County as Construction Manager at Risk), 122 Legion Drive, Richmond, Texas. 77469 until 2:00PM, CDT, Wednesday, July 16, 2008. Proposals received after that time will be returned unopened. All Proposers must follow the requirements of the Proposal packet issued for this scope of work. The Project consists of a 9 story tower, approximately 210,000 sf with 224 inmate cells and 896 beds. Proposal documents may be purchased at Ridgeway's Reprographic Services (713) 686-7957. Interested Parties should contact Turner Construction Company, during regular business hours, by calling George Key or David Cramer at (832) 363-9000. Fort Bend County and/or Turner Construction Company reserve the right to waive formalities, or to accept or reject any or all Proposals, in the best interest of the County. No proposer shall withdraw its Proposal within ninety

Legal Notices

The nature of the demands of said COUNTRY WIDE HOME LOANS, INC. is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF COUNTRYWIDE HOME LOANS, INC. BY AND THROUGH ITS ATTORNEY OF RECORD, MELISSA A. MCKINNEY OF BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 15000 SURVEYOR BLVD, ADDISON, TX 75001, AGAINST JUNE GOFF, LINDSAY PLATZEK, AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF AND ANY OTHER PERSON CLAIMING ANY RIGHT, TITLE, INTEREST OR 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469, AND LEGALLY DESCRIBED TO WIT: LOT 18, BLOCK 2, WATERVIEW ESTATES SECTION ONE (1), ACCORDING TO MAP OR PLAT THEREOF RECORDED UNDER CLERK'S FILE NO 20040042, OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas 19-JUN-2008.

By:
Deputy District Clerk
Annie Rebecca Elliott
Fort Bend County, TX
By:

Deputy District Clerk Josie Platz

Legal Notices

MERIBETH NOVAK
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD. SUITE 100 ADDISON, TX 75001
972 386-5040
972341-0673

The nature of the demands of said FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF WELLS FARGO BANK, N.A., ITS SUCCESSORS AND ASSIGNS BY AND THROUGH ITS ATTORNEY OF RECORD, MERIBETH NOVAK OF BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, LLP, 15000 SURVEYOR BLVD, ADDISION, TX 75001, AGAINST THE UNKNOWN HEIRS AT LAW OF EVELYN LEWIS AND THE UNKNOWN HEIRS AT LAW OF PERCY LEWIS AND ANY OTHER PERSON CLAIMING ANY RIGHT, TITLE, INTEREST IN 13120 BATTLE ROAD, KENDLETON, TEXAS 77451, AND LEGALLY DESCRIBED TO WIT: BEING 0.5 ACRE, MORE OR LESS, OUT OF LOTS 2 AND 3 OF THE KENDALL SUBDIVISION IN THE JOSEPH POWELL 1/4 LEAGUE SURVEY, ABSTRACT NO. 72 IN FORT BEND COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL 756, PAGE 442 AND VOL 770, PAGE 885, BOTH OF DEED RECORDS OF FORT BEND COUNTY, TEXAS

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas 13-JUN-2008.

Legal Notices

NOTICE TO BIDDERS

Sealed bids in duplicate, addressed to Planned Community Developers, for the construction of a Sitework and Landscape Improvements for Creek Bend Park at Lake Pointe to serve First Colony MUD 10 (Job No. H08806) in Sugar Land, Texas will be received at the offices of the Landscape Architect, TBG Partners, Inc., 3050 Post Oak Boulevard, Suite 1100, Houston, Texas 77056, until 10:00 a.m. local time, Friday, July 25, 2008 and then publicly opened and read for furnishing all labor, material and equipment and performing all work. The Site of the work is west of the intersection of Fluor Drive and Creek Bend Drive in the City of Sugar Land. A pre-bid conference will be held in the office of TBG Partners, Inc. at 10:00 a.m. local time, Friday, July 11, 2008. All prospective bidders are invited to attend. Prospective bidders may purchase bidding documents at A&E, The Graphic Complex @ 713-579-1234. Bidding documents will be available for review without charge at the offices of TBG Partners. A bid bond or a cashier's check in the amount of 10% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to the owner.

June 25 2008 & July 2 & 9 2008

Legal Notices

143629 in favor of the plaintiff – Jose Pickwood D/B/A Accuclean, plaintiff, for the sum of $ 22,547.85+++ costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on June 9th, 2008 and will offer for sale on the 5th, day of August 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – Teresa Kraft and Abieyuwa Bogany had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: 2123 HEATHERWOOD DRIVE, MISSOURI CITY, TEXAS, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDS OF FORT BEND COUNTY, TEXAS AS LOT 35, BLOCK 1, SETION 5-B2 R/P HUNTERS GLEN, A SUBDIVISION OF FORT BEND COUNTY, TEXAS.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

BY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, JULY 17, 2008 at 1:30 P.M. (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-085 – OPENING DAY COLLECTION FOR SIENNA PLANTATION BRANCH LIBRARY

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond

Legal Notices

bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat. Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Billy Dan Ellis, Deceased, were granted on June 30, 2008, in Cause No. 08-CPR-021213, pending in the County Court At Law No. 1, Fort Bend County, Texas, to Sue Annett Ellis. All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law to J. Stephen Green, Green & Green, P.C., 104 West Davis, Conroe, Texas, 77301.

Legal Notices

We are looking for both an

Accountant/Auditor and Tax Senior/Manager

We are an aggressive, growing Sugar Land based CPA firm providing an environment where individuals are encouraged to perform at their professional best. Your future is limited only by your ambition. Starting you can expect competitive salary and benefits. Qualified Accountant/Auditor candidates should have a minimum of two years experience with CPA a plus. Qualified Tax Senior/Manager should have CPA plus a minimum of four years experience.

Send your resume to:

KenWood & ASSOCIATES
Certified Public Accountants
One Sugar Creek Center Blvd., Suite 300

Legal Notices

15000 SURVEYOR BLVD STE 100 ADDISON, TX 75001

The nature of the demands of said U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4 is as follows to-wit PLAINTIFF'S SUIT SEEKS TO ENFORCE ITS LIEN AGAINST THE REAL PROPERTY AND IMPROVEMENTS COMMONLY KNOWN AS 14303 ROYAL DRIVE, HOUSTON, TEXAS 77083 AND MORE PARTICULARY DESCRIBED AS: LOT 10, IN BLOCK 4, OF DOVER SECTION ONE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 13 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas 13-JUN-2008.

DISTRICT CLERK ANNIE REBECCA ELLIOTT
Fort Bend County, Texas

By:
Deputy District Clerk
PATTY GRAEBER.

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Tract 29 Hardscape, Planting, & Irrigation to Serve Sienna Plantation Management District(Job No. H07472) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE

LEGAL

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ANGELA ROLLINS, DEFENDANT, GREETING: YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and styled: Kenneth Robinson, Plaintiff, vs. Angela Rollins and Eric Rollins, Defendants; allegations as shown in said petition now on file in the Fort Bend County Clerk's Office.

The officer executing this Writ shall promptly serve the same, according to requirements of law and the mandates hereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 11th day of June, 2008.

By Eric Mahaley, Deputy

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS
301 JACKSON, SUITE 101
RICHMOND, TX 77469-3108

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the next Monday next following the expiration of 20 days after you are served this citation and petition, a default judgment may be taken against you. The name and address of the Plaintiffs attorney is:

Brandeltze J. Payne
Payne Law Group
885 Main St., Suite 1528
Houston, TX 77002

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST).** All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY – RFP 08-086
2. ONLINE HOMEWORK TUTOR - RFP 08-087

Fort Bend County has implemented a new financial

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-088 – ABATEMENT OF JUNKED VEHICLES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

REQUESTS FOR STATEMENTS OF QUALIFICATIONS

Sealed Qualification Statements will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg TX 77471 for the following until **THURSDAY, JULY 31, 2008 AT 1:30 P.M. (CST).**

DESIGN/BUILD FAIRGROUNDS EXHIBITION BUILDING EXPANSION - 08-089

Fort Bend County has implemented a new financial software program and has phased out the mailing

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Municipal Utility District No. 10 for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Municipal Utility District No. 10(Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-090 – COMMUNICATIONS TRAILER FOR HAM RADIO OPERATORS

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Bradford Park Section 3, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Haitt Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.

The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **25-JAN-2008.** It bears cause number **08-CV-161748** and is styled:

FIRST NATIONAL

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the **434TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **09-**

Houston Community Newspapers Ad Insertion Order

R3157

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALES REP NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	6/24/2008

ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1701408		JUDGE ROBERT HEBERT	

		TOTAL INCHES	STD	TAB	TAG LINE
1	X 3.00	3	X		REPLAT SIENNA VILLSHIPMENT 25 - 1

REGION NUMBER	P.O.:	COUPON

SECTION	MESSAGE LINE #1 (LAYOUT INSTRUCTIONS)
Classified	

LOCATION	MESSAGE LINE #2 (COLOR INFO)
legals	

CLASSIFIED CODE	PICKUP AD FROM: PUB	DATE	PAGE #	COLOR CHARGE/CODE	COLOR/LIST COLORS
920					

ADVERTISING TYPE	CONTACT NAME AND PHONE NUMBER
CL	Sherry Fink

WHITE COPY

EMAIL ADDRESS WHERE AD IS BEING SENT	BILLING = Billing Only

NUMBER OF TEARSHEETS		REMOTE = Outside Office Produces Ad
1		X

PUB	PRODUCT CODE	DISCOUNT CODE	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	7/2	3.0	$5.19	$15.57
FB	CWKLY		W	7/9	3.0	$5.19	$15.57
FB	CWKLY		W	4/16	3.0	$5.19	$15.57
				Total:			$46.71

Publication Codes

HW-Gv. Hou. Weekly
TG-Total Group

NG-North Group
NE-Northeast Group
NW-Northwest Group
SG-South Group
CED-Clev Adv/Enter/Dear ED-1960 Sun Champion
CA-Cleveland Advocate WU-1960 Sun Co-Pair
LC-Dayton News SC-1960 Sun Crosss
PS-E. Main Cntr Obs BU-1960 Sun Klein
ES-Easter Advocate PC-Pasadena Citizen
CC-The Courier CL-Citizen Bay Area
CP-Courier Plus DB-Deer Park Broadcaster
LCP-Lake Cntr Plus PO-Pasadena/Manvel/Tomball
DP-Deer Park Pros Pasadena - Manvel
EC-Examiner Group Pasadena - Tomball
Bellaire Examiner OG-Observer Group
River Oaks Examiner AO-Anacostia Observer
West U Examiner KO-Kingwood Observer
FB-Fort Bend/SW Sun HO-Humble Observer
PF-Pearland/Friendswood ES-Spring Observer E.W.
PI-Friendswood Journal OW-Spring Observer West
PI-Pearland Journal NC-Walter Cntr News Citizen
SR- I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
RE-Memorial Examiner SE- N. Channel Sentinel

INTERNET BILLING

SECTION	AD TYPE	PUB	PROD/LOC CODE	SIZE	STOP	TOTAL $
SS	IN		INET			
SS	IN		INET			
SS	IN		INET			

_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

INSERTS

Number of Inserts _____ Price per 1000 _____

Size: _____ _____ Flexie ____ Tab ____ Std # of Pages _____

Zip Codes _____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

CARD NO.

EXP. DATE _____

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

8-6-08
5F

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend and Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

2nd day of _____, 2008
Replat Sienna Village Section 25-2

9th day of _____, 2008

16th day of _____, 2008

_____ day of _____, 2008

Cedric Hardeman
Publisher's Representative

Sworn to and subscribed before me this 16th day of July 2008

Notary Public Anna J. Moore

My commission expires on 6/22/11

ANNA [illegible]
Notary Public [illegible] State of Texas
My Commission Expires
June 22, 2011

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on May 29th, 2008 by the 268th District Court of Fort Bend County, Texas in Cause #07-CV-155608 in favor of the plaintiff – Hunters Glen Section V Homeowners Association, plaintiff, for the sum of $6,247.00++++ costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on June 16th, 2008 and will offer for sale on the 5th, day of August 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Marcus Quinces Bell** and **Annett V. Bell** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: **LOT 04, IN BLOCK 01, OF SECOND REPLAT OF HUNTER'S GLEN, SETION FIVE-B1, AN ADDITION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NOS. 158/A AND 158/B OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS, AS MODIFIED BY ANY SUPPLEMENTS THERETO OR REPLATS THEREOF. COMMONLY KNOWN AS 723 CHASEWAY DRIVE, MISSOURI CITY, TEXAS 77489.**

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

Rob Cook, Constable
Precinct Three
Fort Bend County, Texas
BY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

TO CREDITORS

...given that original Letters ... Estate of M. Eugenia Askins, ...ed on June 17, 2008, in Cause

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, July 22, 2008 for Residences at Cinco Ranch Apartments being a partial replat of Restricted Reserve "A" Cinco Station, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Luis Valencia with Benchmark Engineering Corporation at 713-266-9930 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **AUGUST 04, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Secondary Entry-Hardscape, Planting, & Irrigation to Serve Sienna Management District(Job No. H08917) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:30 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST).** All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY – RFP 08-086

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Tract 29 Hardscape, Planting, & Irrigation to Serve Sienna Plantation Management District(Job No. H07472) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on June 5th, 2008 by the **240th** District Court of Fort Bend County, Texas in Cause **#05-CV-143029** in favor of the plaintiff – **Jose Pickwood D/B/A Accuclean**, plaintiff, for the sum of **$ 22,547.85+++** costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on **June 9th, 2008** and will offer for sale on the **5th**, day of **August 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Teresa Kraft** and **Abieyuwa Bogany** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, JULY 10, 2008 at 1:30 P.M. (CST). All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. GLOBAL POSITIONING SATELLITE SYSTEM – RFP 08-080
2. ELECTRONIC MONITORING SYSTEM AND SERVICE – RFP 08-081
3. DRUG TESTING SYSTEM – RFP 08-082

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all proposals.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent
Fort Bend County, Richmond, Texas

Qualified companies are invited to submit proposals to Stafford Municipal School District for the data and telephone system services/supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of July, 2008.

PUBLIC HEARING NOTICE

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, JULY 10, 2008 at 1:30 P.M. (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-079 – PRINTING AND MAILING OF TAX STATEMENTS
BID 08-083 – SUBSTANCE ABUSE HAIR ANALYSIS TESTING
BID 08-084 – PHARMACEUTICAL COUNTING MACHINES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

Qualified companies are invited to submit proposals to Stafford Municipal School District for the electrical repair services/supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of July, 2008.

PUBLIC HEARING NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for the internet connectivity service at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of July, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson

Legal Notices

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on May

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Municipal Utility District No. 10 for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Municipal Utility District No. 10(Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

THE STATE OF TEXAS CITATION BY

The nature of the demands of said COUNTRY WIDE HOME LOANS, INC. is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF COUNTRYWIDE HOME LOANS, INC. BY AND THROUGH ITS ATTORNEY OF RECORD, MELISSA A. MCKINNEY OF BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 15000 SURVEYOR BLVD, ADDISON, TX 75001, AGAINST JUNE GOFF, LINDSAY PLATZEK, AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF AND ANY OTHER PERSON CLAIMING ANY RIGHT, TITLE, INTEREST OR 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469, AND LEGALLY DESCRIBED TO WIT:

LOT 18, BLOCK 2, WATERVIEW ESTATES SECTION ONE (1), ACCORDING TO MAP OR PLAT THEREOF RECORDED UNDER CLERK'S FILE NO 20040042, OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas 19-JUN-2008.

By:
Deputy District Clerk
Annie Rebecca Elliott
Fort Bend County, TX
By:

Deputy District Clerk Jesse Platz

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD. SUITE 100 ADDISON, TX 75001
972 386-5040
972341-0673

The nature of the demands of said FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF WELLS FARGO BANK, N.A., ITS SUCCESSORS AND ASSIGNS BY AND THROUGH IT'S ATTORNEY OF RECORD, MERIBETH NOVAK OF BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, LLP, 15000 SURVEYOR BLVD, ADDISON, TX 75001, AGAINST THE UNKNOWN HEIRS AT LAW OF EVELYN LEWIS AND THE UNKNOWN HEIRS AT LAW OF PERCY LEWIS AND ANY OTHER PERSON CLAIMING ANY RIGHT, TITLE, INTEREST IN 13120 BATTLE ROAD, KENDLETON, TEXAS 77451, AND LEGALLY DESCRIBED TO WIT: BEING 0.5 ACRE, MORE OR LESS, OUT OF LOTS 2 AND 3 OF THE KENDALL SUBDIVISION IN THE JOSEPH POWELL 1/4 LEAGUE SURVEY, ABSTRACT NO. 72 IN FORT BEND COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL 758, PAGE 442 AND VOL 770, PAGE 885, BOTH OF DEED RECORDS OF FORT BEND COUNTY, TEXAS

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas 13-JUN-2008.

Legal Notices

ADVERTISEMENT FOR SEALED PROPOSALS

Sealed Proposals for the labor, material, equipment and other necessary items to complete the Fort Bend County Jail Expansion Project for Fort Bend County, Richmond, TX Proposal includes the following Packages: #36 Laundry Equipment & Video Visitation / Arraignment Systems. All packages will be received in the offices of Turner Construction Company (Serving Fort Bend County as Construction Manager at Risk), 122 Legion Drive, Richmond, Texas. 77469 until 2:00PM, CDT, Wednesday, July 16, 2008. Proposals received after that time will be returned unopened. All Proposers must follow the requirements of the Proposal packet issued for this scope of work. The Project consists of a 9 story tower, approximately 210,000 sf with 224 inmate cells and 896 beds. Proposal documents may be purchased at Ridgeway's Reprographic Services (713) 686-7957. Interested Parties should contact Turner Construction Company, during regular business hours, by calling George Key or David Cramer at (832) 363-9000. Fort Bend County and/

Legal Notices

NOTICE TO BIDDERS

Sealed bids in duplicate, addressed to Planned Community Developers, for the construction of a Sitework and Landscape Improvements for Creek Bend Park at Lake Pointe to serve First Colony MUD 10 (Job No. H08806) in Sugar Land, Texas will be received at the offices of the Landscape Architect, TBG Partners, Inc., 3050 Post Oak Boulevard, Suite 1100, Houston, Texas 77056, until 10:00 a.m. local time, Friday, July 25, 2008 and then publicly opened and read for furnishing all labor, material and equipment and performing all work. The Site of the work is west of the intersection of Fluor Drive and Creek Bend Drive in the City of Sugar Land. A pre-bid conference will be held in the office of TBG Partners, Inc. at 10:00 a.m. local time, Friday, July 11, 2008. All prospective bidders are invited to attend. Prospective bidders may purchase bidding documents at A&E, The Graphic Complex @ 713-579-1234. Bidding documents will be available for review without charge at the offices of TBG Partners. A bid bond or a cashier's check in the amount of 10% of the total

Legal Notices

LEGAL NOTICE
REQUEST FOR SEALED COMPETITIVE PROPOSALS

SealedCompetitiveProposals will be received in the Office of [illegible] in favor of the plaintiff – Jose Pickwood D/B/A Accuclean, plaintiff, for the sum of $ 22,547.85+++ costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on June 9th, 2008 and will offer for sale on the 5th, day of August 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – Teresa Kraft and Ableyuwa Bogany had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: 2133 HEATHERWOOD DRIVE, MISSOURI CITY, TEXAS, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDS OF FORT BEND COUNTY, TEXAS AS LOT 35, BLOCK 1, SETION 5-B2 R/P HUNTERS GLEN, A SUBDIVISION OF FORT BEND COUNTY, TEXAS.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

BY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

LEGAL NOTICE
INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, JULY 17, 2008 at 1:30 P.M. (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-085 – OPENING DAY COLLECTION FOR SIENNA PLANTATION BRANCH LIBRARY

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-525-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Billy Dan Ellis, Deceased, were granted on June 30, 2008, in Cause No. 08-CPR-021213, pending in the County Court At Law No. 1, Fort Bend County, Texas, to Sue Annett Ellis. All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law to J. Stephen Green, Green & Green, P.C., 104 West Davis, Conroe, Texas, 77301.

Legal Notices

We are looking for both an
Accountant/Auditor and Tax Senior/Manager

We are an aggressive, growing Sugar Land based CPA firm providing an environment where individuals are encouraged to perform at their professional best. Your future is limited only by your ambition. Starting you can expect competitive salary and benefits. Qualified Accountant/Auditor candidates should have a minimum of two years experience with CPA a plus. Qualified Tax Senior/Manager should have CPA plus a minimum of four years experience.

Send your resume to:

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: NANCY MELENDEZ
15000 SURVEYOR BLVD STE 100 ADDISON, TX 75001

The nature of the demands of said U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4 is as follows to-wit PLAINTIFF'S SUIT SEEKS TO ENFORCE ITS LIEN AGAINST THE REAL PROPERTY AND IMPROVEMENTS COMMONLY KNOWN AS 14303 ROYAL DRIVE, HOUSTON, TEXAS 77083 AND MORE PARTICULARY DESCRIBED AS: LOT 10, IN BLOCK 4, OF DOYER SECTION ONE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 13 O THE MAP RECORDS OF FORT BEND COUNTY, TEXAS.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas 13-JUN-2008.

DISTRICT CLERK ANNIE REBECCA ELLIOTT
Fort Bend County, Texas

By:
Deputy District Clerk
PATTY GRAEBER.

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Tract 29 Hardscape, Planting, & Irrigation to Serve Sienna Plantation Management District(Job No. H07472) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ERIC ROLLINS, DEFENDANT, GREETING:
YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and styled: Kenneth Robinson, Plaintiff, vs. Angela Rollins and Eric Rollins, Defendants; allegations as shown in said petition now on file in the Fort Bend County Clerk's Office.

The officer executing this Writ shall promptly serve the same, according to requirements of law and the mandates hereof, and make due return as the law directs. ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 11th day of June, 2008.

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS
301 JACKSON, SUITE 101
RICHMOND, TX 77469-3108

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the next Monday next following the expiration of 20 days after you are served this citation and petition, a default judgment may be taken against you. The name and address of the Plaintiffs attorney is:

Brendalisa J. Payne
Payne Law Group
806 Main St., Suite 1528
Houston, TX 77002
(713)224-1731

HCN keeps you informed on all public notices and legals.

To reserve your

LEGAL

egal Notices

ADVERTISEMENT TO BIDDERS

d bids, in duplicate, ssed to Sienna ition Management t for the Construction e Sienna Plantation- ndary Entry- Hardscape, ng, & Irrigation to Sienna Management 4(Job No. H08917) in Bend County, Texas received at the office Landscape Architect Partners, 3050 Post Blvd., Suite 1100, on, Texas 77056 until p.m., Wednesday, July 008, and then publicly d and read aloud. ion to Bidders and bidding documents available for purchase A&E Reprographics, d at 4235 Richmond, on, Texas 77027, or be examined without at the offices of TBG Partners. A bid in the amount of 5% total amount of the ust accompany each The successful bidder furnish a payment and mance bond acceptable ner. A mandatory pre- nference will be held at ice of TBG Partners at dress shown above at a.m., Thursday, July 008. No attendee may ent more than one firm purpose of satisfying mandatory pre-bid ence requirement. BIDS RECEIVED BIDDERS WHO ENDED THE PRE-BID ERENCE

ISTABLE SALE

and by virtue of a Writ ecution and/or Order e issued on June 5th, by the 240th District of Fort Bend County, in Cause #05-CV- 9 in favor of the plaintiff se Pickwood D/B/A dson, plaintiff, for the $ 22,547.85+++ costs ed on said execution order of sale and the sum of executing me.

levied on June 9th, nd will offer for sale on , day of August 2008 County Courthouse of Fort Bend County, in the city of Richmond, between the hours of o'clock A.M. and Four k P.M., and all rights, nterests, and claims the said Defendant Teresa Kraft and ewa Bogany had of, in

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ANGELA ROLLINS, DEFENDANT, GREETING:
YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and styled: Kenneth Robinson, Plaintiff, vs. Angela Rollins and Eric Rollins, Defendants; allegations as shown in said petition now on file in the Fort Bend County Clerk's Office.

The officer executing this Writ shall promptly serve the same, according to requirements of law and the mandates hereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 11th day of June, 2008.

By: Eric Mathey, Deputy

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS
301 JACKSON, SUITE 101
RICHMOND, TX 77469-3108

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the next Monday next following the expiration of 20 days after you are served this citation and petition, a default judgment may be taken against you. The name and address of the Plaintiffs attorney is:

Brandettae J. Payne
Payne Law Group
905 Main St., Suite 1520
Houston, TX 77002
(713)224-1731

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jaloma, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST).** All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY – RFP 08-086
2. ONLINE HOMEWORK TUTOR - RFP 08-087

Fort Bend County has implemented a new financial

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jaloma, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-088 – ABATEMENT OF JUNKED VEHICLES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

REQUESTS FOR STATEMENTS OF QUALIFICATIONS

Sealed Qualification Statements will be received in the Office of Gilbert D. Jaloma, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg TX 77471 for the following until **THURSDAY, JULY 31, 2008 AT 1:30 P.M. (CST).**

DESIGN/BUILD FAIRGROUNDS EXHIBITION BUILDING EXPANSION - 008-089

Fort Bend County has implemented a new financial software program and has

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Municipal Utility District No. 10 for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Municipal Utility District No. 10(Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jaloma, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-090 – COMMUNICATIONS TRAILER FOR HAM RADIO OPERATORS

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Bradford Park Section 3, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.

The case is presently pending before the 240TH District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **25-JAN-2008.** It bears cause number **08-CV-161748** and is styled:

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **AUGUST 04, 2008,** a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the **434TH** District Court of Fort Bend

Houston Community Newspapers Ad Insertion Order

23169

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALES REP NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	6/24/2008

ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1701408		JUDGE ROBERT HEBERT	

TOTAL INCHES			STD	TAB		TAG LINE
1	X	3.00	3	X		REPLAT SIENNA VILL SHIPMAN 25 -2

REGION NUMBER	P.O.:		COUPON

SECTION	MESSAGE LINE #1 (LAYOUT INSTRUCTIONS)
Classified	

LOCATION	MESSAGE LINE #2 (COLOR INFO)
legals	

CLASSIFIED CODE	PICKUP AD FROM			COLOR CHARGE/CODE	COLOR/LIST COLORS
	PUB	DATE	PAGE #		
920					

ADVERTISING TYPE	CONTACT NAME AND PHONE NUMBER
CL	Sherry Tesh

WORK COPY

EMAIL ADDRESS WHERE AD IS BEING SENT	BILLING = Billing Only

NUMBER OF TEARSHEETS:		REMOTE = Outside Office Produces Ad
1		X

PUB	PRODUCT CODE	DISCOUNT CODE	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	7/2	3.0	$5.19	$15.57
FB	CWKLY		W	7/9	3.0	$5.19	$15.57
FB	CWKLY		W	7/16	3.0	$5.19	$15.57
				Total:			$46.71

Publication Codes

HW-Gr. Hou. Weekly
TG-Total Group

NC-North Group
NE-Northeast Group
NW-Northwest Group
SG-South Group
CED-Clear Adv/Essex/Dar CU-1960 Sun Champion
CA-Cleveland Advocate WU-1960 Sun Co-Pair
LC-Dayton News SC-1960 Sun Crosby
ES-E. Main Cnty Obs EU-1960 Sun Klein
EI-Enman Advocate PC-Pasadena Citizen
CC-The Courier CL-Clear Bay Area
CP-Courier Plus DB-Deer Park Broadcaster
LCP-Lake Conr Plus PO-Pasadena-Manvel&Tomball
DP-Deer Park Pros Pasadena - Manvel
EC-Examiner Group Pasadena - Tomball
Bellaire Examiner OG-Observer Group
River Oaks Examiner AO-Anahuac Observer
West U Examiner KO-Kingwood Observer
FB-Fort Bend/SW Sun HO-Humble Observer
PF-Pearland/Friendswood BS-Spring Observer E.W.
FI-Friendswood Journal OW-Spring Observer West
PI-Pearland Journal NC-Waller Cnty News Citizen
SR-I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
KE-Memorial Examiner SE- N. Channel Sentinel

INTERNET BILLING

SECTION	AD TYPE	PUB	PROD/LOC CODE	SIZE	STOP	TOTAL $
SS	IN		INET			
SS	IN		INET			
SS	IN		INET			

_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

INSERTS

Number of Inserts _____ Price per 1000 _____

Size: _____ _____ Flexie ____ Tab ____ Std # of Pages _____

Zip Codes _____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

CARD NO.

EXP. DATE _____

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

8-6-08

56

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend and Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

9th day of July, 2008
Replat for Foskey Subd 80508

16th day of July, 2008

23rd day of July, 2008

_____ day of _____, 2008

Cedric Hardeman
Publisher's Representative

Sworn to and subscribed before me this 23rd day of July 2008

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Notary Public Anna J. Moore

My commission expires on 6/22/11

Legal Notices

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on **May 29th, 2008** by the **268th** District Court of Fort Bend County, Texas in Cause **#07-CV-155608** in favor of the plaintiff – **Hunters Glen Section V Homeowners Association**, plaintiff, for the sum of **$6,247.00++++ costs** as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on June 16th, 2008 and will offer for sale on the 5th, day of August 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Marcus Quinces Bell and Annett V. Bell** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: LOT 04, IN BLOCK 01, OF SECOND REPLAT OF HUNTER'S GLEN, SETION FIVE-B1, AN ADDITION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NOS. 158/A AND 158/B OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS, AS MODIFIED BY ANY SUPPLEMENTS THERETO OR REPLATS THEREOF. COMMONLY KNOWN AS 723 CHASEWAY DRIVE, MISSOURI CITY, TEXAS 77489.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

BY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Municipal Utility District No. 10 for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Municipal Utility District No. 10(Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, [illegible]

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on **May 28th, 2008** by the **240th** District Court of Fort Bend County, Texas in Cause **#07-CV-158414** in favor of the plaintiff – **Dove Country Homeowners Association**, plaintiff, for the sum of **$3,234.00++++** costs as taxed on said execution and/ or order of sale and further the sum of executing the same.

I have levied on **June 17th, 2008** and will offer for sale on the 5th, day of August 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Christopher Guerra and Sandra Guerra** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:.

Legal Description: LOT SEVENTEEN (17), IN BLOCK TWO (2), REPLAT OF DOVE COUNTRY, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 49 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS, MORE COMMONLY KNOWN AS 2607 CEDAR BROOK COURT, STAFFORD, FORT BEND COUNTY, TEXAS.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

BY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, [illegible]

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **AUGUST 04, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the **434TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **09-APR-2008**. It bears cause number **08-CV-163340** and is styled:

**COUNTRYWIDE HOME LOANS, INC.
V.
JUNE GOFF, LINDSAY PLATZEK AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF
IN RE: 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469**

The name and address of the attorney for **COUNTRY WIDE HOME LOANS, INC. is:**
**MELISSA MCKINNEY
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD., STE.100 ADDISON, TX 75001
972 386-5040**

The nature of the demands of said **COUNTRY WIDE HOME LOANS, INC.** is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF COUNTRYWIDE HOME LOANS, INC. BY AND THROUGH ITS ATTORNEY OF RECORD, MELISSA A. MCKINNEY OF BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 15000 SURVEYOR BLVD, ADDISON, TX 75001, AGAINST JUNE GOFF, LINDSAY PLATZEK, AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF AND ANY OTHER PERSON CLAIMING ANY RIGHT, TITLE, INTEREST OR 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469, AND LEGALLY DESCRIBED TO WIT: LOT 18, BLOCK 2, WATERVIEW ESTATES SECTION ONE (1), [illegible]

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.

The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **25-JAN-2008**. It bears cause number **08-CV-161748** and is styled:

FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA V.
FORECE HILLIARD, CHRISTOPHER HAWKINS, CAREY HAWKINS, ANITRA JONES, AND THE UNKOWN HEIRS AT LAW OF EVELYN LEWIS; TWILA BUTLER, LARRY LEWIS, BEN LEWIS, DEMETRIUS LEWIS, PERCY LEWIS, JR., WENDELL LEWIS, DONALD CARR, JAMIE L. MCQUEEN, JEREMY L. MCQUEEN, AND THE UNKNOWN HEIRS AT LAW OF PERCY LEWIS,
IN RE: 13120 BATTLE ROAD, KENDLETON, TEXAS 77451

The name and address of the attorney for **FIRST NATIONAL ACCEPTANCE COMP ANY OF NORTH AMERICA** is:

**MERIBETH NOVAK
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD. SUITE 100 ADDISON, TX 75001
972 386-5040
972341-0673**

The nature of the demands of said **FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA** is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF WELLS FARGO BANK, N.A., ITS SUCCESSORS AND ASSIGNS BY AND THROUGH ITS ATTORNEY OF RECORD, MERIBETH NOVAK OF BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, LLP, 15000 SURVEYOR BLVD, ADDISION, TX 75001, AGAINST THE UNKNOWN HEIRS AT [illegible]

Legal Notices

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST)**. All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY – RFP 08-086
2. ONLINE HOMEWORK TUTOR - RFP 08-087

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on June 5th, 2008 by the **240th** District Court of Fort Bend County, Texas in Cause **#05-CV-143029** in favor of the plaintiff – **Jose Pickwood D/B/A Accuclean**, plaintiff, for the sum of **$ 22,547.85+++ costs** as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on **June 9th, 2008** and will offer for sale on the 5th, day of **August 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Teresa Kraft and Abieyuwa Bogany** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: 2123 HEATHERWOOD DRIVE, MISSOURI CITY, TEXAS, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDS OF FORT BEND COUNTY, TEXAS AS LOT 35, BLOCK 1, SETION 5-B2 [illegible]

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Cinco Ranch Southwest, Section 2, Section 3 and Section 4, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Secondary Entry- Hardscape, Planting, & Irrigation to Serve Sienna Management District(Job No. H08917) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:30 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the [illegible]

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Andover Farms, Section 5, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat. Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the [illegible]

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED**, and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **JULY 28, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.
The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **30-JAN-2008**. It bears cause number **08-CV-161895** and is styled:

**U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4
V.
JOSE ALFREDO NAVARRO, NANCY MELENDEZ, AND THE UNKOWN HEIRS AT LAW OF ELENA P. NAVARRO
IN RE: 14303 ROYAL HILL DRIVE
HOUSTON, TEXAS 77083**

The name and address of the attorney for U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4 is:

MARK TORABI BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, LLP 15000 SURVEYOR BLVD STE 100 ADDISON, TX 75001

The nature of the demands of said **U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4** is as follows to-wit **PLAINTIFF'S SUIT SEEKS TO ENFORCE ITS LIEN AGAINST THE REAL PROPERTY AND IMPROVEMENTS COMMONLY KNOWN AS 14303 ROYAL DRIVE, HOUSTON, TEXAS 77083 AND MORE PARTICULARY DESCRIBED AS: LOT 10, IN BLOCK 4, OF DOVER SECTION ONE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 13 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS.**

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at [illegible]

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Case-Toskey Subdivision being a partial replat of Lots 5, 6, 7 and 8, Block 22 of Weston Lakes Subdivision, Section 11, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 23B, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ERIC ROLLINS, DEFENDANT, GREETING:
YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and [illegible]

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners [illegible] of Fort Bend County, [illegible] has set a public [illegible] at 1:00 p.m. on Tu[illegible] August 5, 2008 for [illegible] Frauli Subdivision b[illegible] partial replat of Lots [illegible] and 100, Block 2 of [illegible] Lakes Subdivision, [illegible] 1, Pct. 3. The hearing [illegible] held in the Commis[illegible] Courtroom, William B. [illegible] Bldg., 309 S. Fourth S[illegible] 700, Richmond, Texa[illegible]

Under state law, y[illegible] owner, have certain [illegible] with respect to the pr[illegible] replat. Should you [illegible] exercise your right, y[illegible] be heard at the planne[illegible] hearing. You may [illegible] Chris Kalkomey with [illegible] Kalkomey Surveying [illegible] 281-342-2033 for info[illegible] prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Cle[illegible]

Legal Notice[illegible]

PUBLIC HEARIN[illegible] NOTICE

The Commissioners C[illegible] Fort Bend County, Te[illegible] set a public hearing [illegible] p.m. on Tuesday, [illegible] 5, 2008 for Sienna [illegible] of Shipman's Landing [illegible] 25 Partial Replat [illegible] Pct. 1. The hearing [illegible] held in the Commis[illegible] Courtroom, William B. [illegible] Bldg., 309 S. Fourth S[illegible] 700, Richmond, Texas

Under state law, y[illegible] owner, have certain [illegible] with respect to the pr[illegible] replat. Should you [illegible] exercise your right, y[illegible] be heard at the p[illegible] public hearing. Yo[illegible] contact Cathy Fonten[illegible] LJA Engineering & Su[illegible] Inc. at 713-953-52[illegible] information prior t[illegible] hearing.

Submitted by,
Dianne Wilson
Fort Bend County Cle[illegible]

Legal Notice[illegible]

THE STATE OF TE[illegible] CAUSE NO. 338[illegible]

TO: ANGELA RO[illegible] DEFENDANT, GREETING[illegible]
YOU (AND EACH OF YO[illegible] HEREBY COMMANDE[illegible] APPEAR before the Hon[illegible] County Court at La[illegible] One (1) of Fort Bend C[illegible] Texas, at the Court[illegible] being located at the [illegible] B. Travis Building, [illegible] City of Richmond, [illegible] Bend County, Texa[illegible] filing a written ansv[illegible] or before 10 o'clock [illegible] of the Monday next [illegible] the expiration of 42 [illegible] from the date of iss[illegible] of this citation, same [illegible] the 28th day of July, [illegible] to Plaintiffs Petition [illegible] in said Court, on the [illegible] day of August, 2007, [illegible] Cause, numbered 338[illegible] the docket of said Cou[illegible]

LEGAL

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Case-Toskey Subdivision being a partial replat of Lots 5, 6, 7 and 8, Block 22 of Weston Lakes Subdivision, Section 11, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on **May 1st, 2008** by the **268th** District Court of Fort Bend County, Texas in Cause **#06-CV-148235** in favor of the plaintiff – Hunter's Glen Community Association, plaintiff, for the sum of **$4,943.00++++** costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on **June 19th, 2008** and will offer for sale on the 5th, day of **August, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Esseh-Mensah Fordjour** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: LOT THIRTEEN (13), IN BLOCK TWO (2), OF HUNTER'S GLEN, SECTION THREE (03), AN ADDITION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 20, PAGE 8, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS COMMONLY KNOWN AS 1919 HAMMERWOOD DRIVE, MISSOURI CITY, TEXAS 77489.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Secondary Entry-Hardscape, Planting, & Irrigation to Serve Sienna Management District(Job No. H08917) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd. Suite 1100, Houston, Texas 77056 until 2:30 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on June 5th, 2008 by the **240th** District Court of Fort Bend County, Texas in Cause **#05-CV-143029** in favor of the plaintiff – **Jose Pickwoad D/B/A Accuclean**, plaintiff, for the sum of **$ 22,547.85+++** costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on **June 9th, 2008** and will offer for sale on the 5th, day of **August 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Teresa Kraft** and **Abieyuwa Bogany** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: **2123 HEATHERWOOD DRIVE, MISSOURI CITY, TEXAS, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDS OF FORT BEND COUNTY, TEXAS AS LOT 35, BLOCK 1, SETION 5-B2 R/P HUNTERS GLEN, A SUBDIVISION OF FORT BEND COUNTY, TEXAS.**

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

Rob Cook, Constable
Precinct Three
Fort Bend County, Texas
BY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED**, and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **JULY 28, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.
The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **30-JAN-2008**. It bears cause number **08-CV-161895** and is styled:

**U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4
V.
JOSE ALFREDO NAVARRO, NANCY MELENDEZ, AND THE UNKOWN HEIRS AT LAW OF ELENA P. NAVARRO**

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ANGELA ROLLINS, DEFENDANT, GREETING:
YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and styled: Kenneth Robinson, Plaintiff, vs. Angela Rollins and Eric Rollins, Defendants; allegations as shown in said petition now on file in the Fort Bend County Clerk's Office.

The officer executing this Writ shall promptly serve the same, according to requirements of law and the mandates hereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 11th day of June, 2008.

By [signature] Erik Massey, Deputy

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS
301 JACKSON, SUITE 101
RICHMOND, TX 77469-3108

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the next Monday next following the expiration of 20 days after you are served this citation and petition, a default judgment may be taken against you. The name and address of the Plaintiffs attorney is:

**Brendettae J. Payne
Payne Law Group
806 Main St., Suite 1528
Houston, TX 77002
(713)224-1731**

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ERIC ROLLINS, DEFENDANT, GREETING:
YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST). All proposals will then** be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

**1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY –
RFP 08-086
2. ONLINE HOMEWORK TUTOR - RFP 08-087**

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. . Bids received after the specified time will be returned unopened.

BID 08-088 – ABATEMENT OF JUNKED VEHICLES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

REQUESTS FOR STATEMENTS OF QUALIFICATIONS

Sealed Qualification Statements will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg TX 77471 for the following until **THURSDAY, JULY 31, 2008 AT 1:30 P.M. (CST).**

DEISIGN/BUILD FAIRGROUNDS EXHIBITION BUILDING EXPANSION - Q08-089

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Fort Bend County reserves the right to reject any or all qualification statements received.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Municipal Utility District No. 10 for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Municipal Utility District No. 10(Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

**BID 08-090
– COMMUNICATIONS TRAILER FOR HAM RADIO OPERATORS**

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Under and by virtue of a

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Bradford Park Section 3, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.

The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **25-JAN-2008.** It bears cause number **08-CV-161748** and is styled:

FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA V.
FORECE HILLIARD, CHRISTOPHER HAWKINS, CAREY HAWKINS, ANITRA JONES, AND THE UNKOWN HEIRS AT LAW OF EVELYN LEWIS; TWILA BUTLER, LARRY LEWIS, BEN LEWIS, DEMETRIUS LEWIS, PERCY LEWIS, JR., WENDELL LEWIS, DONALD CARR, JAMIE L. MCQUEEN, JEREMY L. MCQUEEN, AND THE UNKNOWN HEIRS AT LAW OF PERCY LEWIS,
IN RE: 13120 BATTLE ROAD, KENDLETON, TEXAS 77451

The name and address of the attorney for **FIRST NATIONAL ACCEPTANCE COMP ANY OF NORTH AMERICA** is:

**MERIBETH NOVAK
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD. SUITE 100 ADDISON, TX**

Legal Noti

PUBLIC HEA NOTICE

The Commissione of Fort Bend Coun has set a public at 1:00 p.m. on August 5, 2008 for Development Rep 3. The hearing wi in the Comm Courtroom, William Bldg., 309 S. Fourth 700, Richmond, Tex

Under state law, owner, have certa with respect to the replat. Should yo exercise your right, be heard at the public hearing. contact Raul Wong Associates Inc. at 7161 for informatio the hearing.

Submitted by,
Dianne Wilson
Fort Bend County C

Legal Noti

THE STATE TEXAS CITATION PUBLICATI

TO: **JUNE GOF THE UNKNOWN AT LAW OF EV GOFF**

NOTICE:

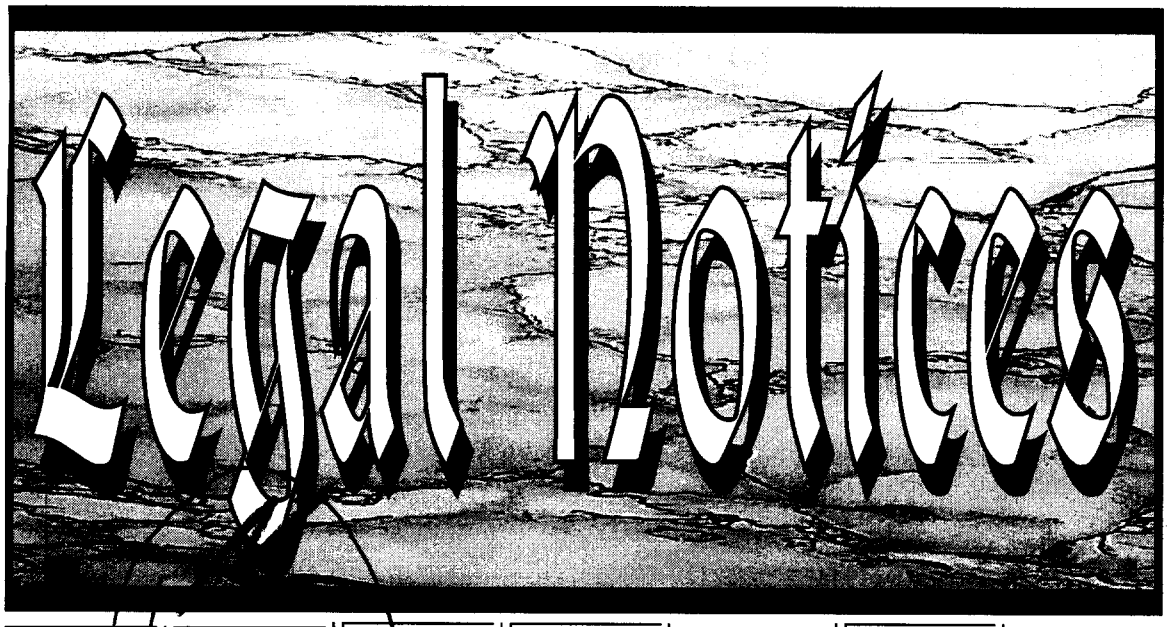
You have been s may employ an at you or your attorne file a written ans the clerk who iss citation by 10:00 Monday next follo expiration of forty- from the date of of this citation, sa **AUGUST 04, 2008,** judgment may b against you. Said may be filed by mai to: District Clerk's O Jackson, Richmon 77469, or by bring the office. Our stree is 401 Jackson Str 105. We are locate first floor of the co building.

The case is pending before th District Court of F County sitting in R Texas, and was file **APR-2008.** It bea number **08-CV-163** is styled:

**COUNTRYWIDE H LOANS, INC.
V.
JUNE GOFF, LIND PLATZEK AND TH UNKNOWN HEIRS LAW OF EVERETT IN RE: 6002 BALD ELM STREET, RIC TEXAS 77469**

The name and addr the attorney for **COU WIDE HOME LOAN INC.** is:
**MELISSA MCKINN BARRETT BURKE WILSON CASTLE & FRAPPIER, L.L.P 15000 SURVEYOR STE.100 ADDISON, 75001
972 386-5040**

The nature of the d of said **COUNTRY HOME LOANS, IN** follows to-wit:



PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Foster-Frault Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Case-Toskey Subdivision being a partial replat of Lots 5, 6, 7 and 8, Block 22 of Weston Lakes Subdivision, Section 11, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for the tax anticipation note at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 5th day of August, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for the HVAC supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 5th day of August, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for the data and telephone system services/supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 5th day of August, 2008.

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

REQUESTS FOR STATEMENTS OF QUALIFICATIONS

Sealed Qualification Statements will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg TX 77471 for the following until **THURSDAY, JULY 31, 2008 AT 1:30 P.M. (CST).**

DESIGN/BUILD FAIRGROUNDS EXHIBITION BUILDING EXPANSION - Q08-089

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Fort Bend County reserves the right to reject any or all qualification statements received.

CONSTABLE SALE

Under and by virtue of a Writ of Execution and / or Order of Sale issued on the **24TH** day of **JUNE, 2008** by the **268TH** DISTRICT Court of **FORT BEND** County, Texas in cause # **07-CV-159239** in favor of the Plaintiff – **SAN MIGUEL CIVIC ASSOCIATION, INC.** Plaintiff, for the sum of **$2,308.25** ++++costs as taxed on said Execution and / or Order of Sale and further the sum of executing the same. I have levied on the **9TH** day of **JULY, 2008** and will offer for sale on the **5TH** day of **AUGUST, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interests and claims which the said Defendant(s) – **ANIETIE UDOH** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz..

LEGAL DESCRIPTION:
LOT (45), BLOCK (21) OF MISSION BEND SAN MIGUEL, SECTION TWO, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 33, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS. (AND COMMONLY KNOWN AS 15518 BARBAROSSA, HOUSTON, TEXAS 77083)

MARKET VALUE:
$202,210.00

CONSTABLE SALE

Under and by virtue of a Writ of Execution and / or Order of Sale issued on the **12TH** day of **JUNE, 2008** by the **434th** District Court of **FORT BEND** County, Texas in cause **#07CV156687** in favor of the Plaintiff - **MISSION BEND SOUTH CIVIC IMPROVEMENT ASSOCIATION, INC.** Plaintiff, for the sum of **$3,752.00** ++++costs as taxed on said Execution and / or Order of Sale and further the sum of executing the same. I have levied on the **8TH** day of **JULY, 2008** and will offer for sale ' on the **5TH** day of **AUGUST, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interests and claims which the said Defendant(s) **LONG H. TRAN** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION:
LOT 22, IN BLOCK 5, OF MISSION BEND SOUTH, SECTION 3, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 8, OF THE PLAT RECOVERS OF FORT BEND COUNTY, TEXAS; TOGETHER WITH ALL IMPROVEMENTS THEREON SITUATED; COMMONLY KNOWN AS 16231 SIERRA GRANDE DRIVE, HOUSTON, TEXAS 77083

MARKET VALUE:

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **AUGUST 04, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the **434TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **09-APR-2008**. It bears cause number **08-CV-163340** and is styled:

COUNTRYWIDE HOME LOANS, INC.
V.
JUNE GOFF, LINDSAY PLATZEK AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF IN RE: 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469

The name and address of the attorney for **COUNTRY WIDE HOME LOANS, INC. is: MELISSA MCKINNEY BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.**

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on **May 1st, 2008** by the **268th** District Court of Fort Bend County, Texas in Cause **#06-CV-148236** in favor of the plaintiff – Hunter's Glen Community Association, plaintiff, for the sum of **$4,943.00**++++ costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on **June 19th, 2008** and will offer for sale on the **5th**, day of **August, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Essah-Mensah Fordjour** had of, in or to the following described **Real Property** situated in Fort Bend County, Texas; viz:

Legal Description: LOT THIRTEEN (13), IN BLOCK TWO (2), OF HUNTER'S GLEN, SECTION THREE (03), AN ADDITION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 20, PAGE 8, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS COMMONLY KNOWN AS 1919 HAMMERWOOD DRIVE, MISSOURI CITY, TEXAS 77489.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on the **28th** day of **May, 2008** by the **240th** District Court of **FORT BEND** County, Texas in cause **#07-CV-158843** in favor of the Plaintiff – **Community Association of Withers Ridge, Inc.**, Plaintiff, for the sum of **$3,342.00** ++++costs as taxed on said Execution and / or Order of Sale and further the sum of executing the same. I have levied on the **8TH** day of **July, 2008** and will offer for sale on the **5th** day of **August, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interests and claims which the said Defendant(s) – **Gregory Thompson** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz:.

LEGAL DESCRIPTION:
LOT TWENTY-EIGHT (28), IN BLOCK THREE (3), OF WITHERS RIDGE, SECTION ONE (1), AN ADDITION TO FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT NO. 20040204, OF THE MAP/ PLAT RECORDS OF FORT BEND COUNTY, TEXAS More commonly known as: 17034 Evening Run Lane, Richmond, TX 77469.

MARKET VALUE:
$140,280.00

TERMS: CASH
TIME: Sale to be held at or about 10:00 A.M.

Rob Cook, Constable
Precinct Three
Fort Bend County, Texas

BY:
ROBERT BARNWELL,
SERGEANT
DEPUTY CONSTABLE

CONSTABLE SALE

Under and by virtue of a Writ of Execution and / or Order of Sale issued on the **12TH** day of **JUNE, 2008** by the **434th** District Court of **FORT BEND** County, Texas in cause **#07CV156687** in favor of the Plaintiff – **MISSION BEND SOUTH CIVIC IMPROVEMENT ASSOCIATION, INC.** Plaintiff, for the sum of **$3,752.00** ++++costs as taxed on said Execution and / or Order of Sale and further the sum of executing the same. I have levied on the **8TH** day of **JULY, 2008** and will offer for sale on the **5TH** day of **AUGUST, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interests and claims which the said Defendant(s) – **RANDY L. LONG** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION:
LOT 22, IN BLOCK 5, OF MISSION BEND SOUTH, SECTION 3, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 8, OF THE PLAT RECOVERS OF FORT BEND COUNTY, TEXAS; TOGETHER WITH ALL IMPROVEMENTS THEREON SITUATED; COMMONLY KNOWN AS 16231 SIERRA GRANDE DRIVE, HOUSTON, TEXAS 77083

MARKET VALUE:
$132,800.00

TERMS: CASH
TIME: Sale to be held at or about 10:00 A.M.

Rob Cook, Constable
Precinct Three
Fort Bend County, Texas

BY:
ROBERT BARNWELL,
SERGEANT
DEPUTY CONSTABLE
#1319

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg,

Career
Starts here.

The right job, right now!

Job Connect
Houston Community Newspaper

Companies in the Greater Houston area are hiring people at all levels of expertise & skills! With an 8 minute phone call, our automated process will match you with employers that are Hiring NOW!

Choose from one of the following main job codes to enter your information:

#10: Accounts Receivable & Payable
#55: Dental Assistant
#15: Childcare Worker
#24: Machinist
#52: RN's & Licensed Practical Nurse
#41 Welder
#57: Veterinary Assistant
#24: Machine Operator (CNC & Manual)
#25: Pool Service Technician
#13: Banking
#14: Call Center/Customer Service
#16: Computers/IT
#17: Counseling & Social Services
#45: Drivers/Transportation
#18: Education
#19: Engineering
#20: Environmental
#44: Hotel & Hospitality
#23: Human Resources
#21: Insurance/Financial Services
#26: Legal
#27: Management
#28: Materials & Logistics
#29: Mechanics
#30: Media & Advertising
#58: Medical Records
#56: Medical Technicians
#53: Medical Therapists
#31: Office Administration

Houston Community Newspapers Ad Insertion Order

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALESPERSON NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	7/2/2008

ACCOUNT NUMBER (8 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
17014008		JUDGE ROBERT HEBERT	

EST.	TOTAL INCHES	TAB	TAG LINE
1 X 4.00	4	X	REPLAT CASE TOSKEY SUBD 080508

REGION NUMBER	P.O.#	COUPON

SECTION	MESSAGE LINE 1 / LAYOUT INSTRUCTIONS
Classified	

LOCATION	MESSAGE LINE 2 / COLOR IN NO
legals	

CLASSIFIED CODE	PICK UP AD FROM: PUB	DATE	PAGE #	COLOR/GRAPHICS CODE	COLOR/NO COLOR
920					

ADVERTISING TYPE	CONTACT NAME AND PHONE NUMBER
CL	SHERRY FISK

FIRM ADDRESS WHERE ADS ARE SENT

BILLING = Billing Only

NUMBER OF TEARSHEETS

1

REMOTE = Outside Office Produces Ad: X

PUB	PRODUCT CODE	DISCOUNT CODE	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	7/9	4.0	$5.19	$20.76
FB	CWKLY		W	7/16	4.0	$5.19	$20.76
FB	CWKLY		W	7/23	4.0	$5.19	$20.76
							$62.28

Publication Codes

HW-Gtr. Hou. Weekly
TC-Total Group

NC-North Group
NE-Northeast Group
NW-Nthwst Group
SG-South Group
CED-Clear Ads/Enviro/Dmr CU-1960 Sun Clearstory
CA-Cleveland Advocate WU-1960 Sun Co-Fair
LC-Dayton News SC-1960 Sun Courier
PS-E. Harris Cnty Obs BU-1960 Sun Klein
EE-Enviro Advocate PC-Pasadena Citizen
CC-The Counter CL-Citizen Bay Area
CP-Counter Plus DB-Deer Park Broadcaster
LCP-Lake Conr Plus PO-Pasadena/Pasadena/Tomball
DP-Deer Park Press Pasadena - Pasadena
EC-Examiner Group Pasadena - Tomball
Bellaire Examiner OG-Observer Group
River Oaks Examiner AO-Anahuac Observer
West U Examiner KO-Kingwood Observer
FB-Fort Bend/SW Sun HO-Humble Observer
PF-Pearland/Friendswood ES-Sartex Observer E.W.
FI-Friendswood Journal OW-Sartex Observer West
PJ-Pearland Journal HC-Waller Cnty News Citizen
SR- I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
RE-Memorial Examiner SE- N. Channel Sentinel

INTERNET BILLING

SECTION	AD TYPE	PUB	PROD/LOC CODE	SIZE	STOP	TOTAL $
SS	IN		INET			
SS	IN		INET			
SS	IN		INET			

_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

INSERTS

Number of Inserts _____ Price per 1000 _____

Size: _____ _____ Flexie ____ Tab ____ Std # of Pages _____

Zip Codes _____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

CARD NO.

EXP. DATE _____

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

86-08
5H

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend and Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

9th day of July, 2008
Moffat Boston Franchise

16th day of July, 2008

23rd day of July, 2008

_____ day of _____, 2008

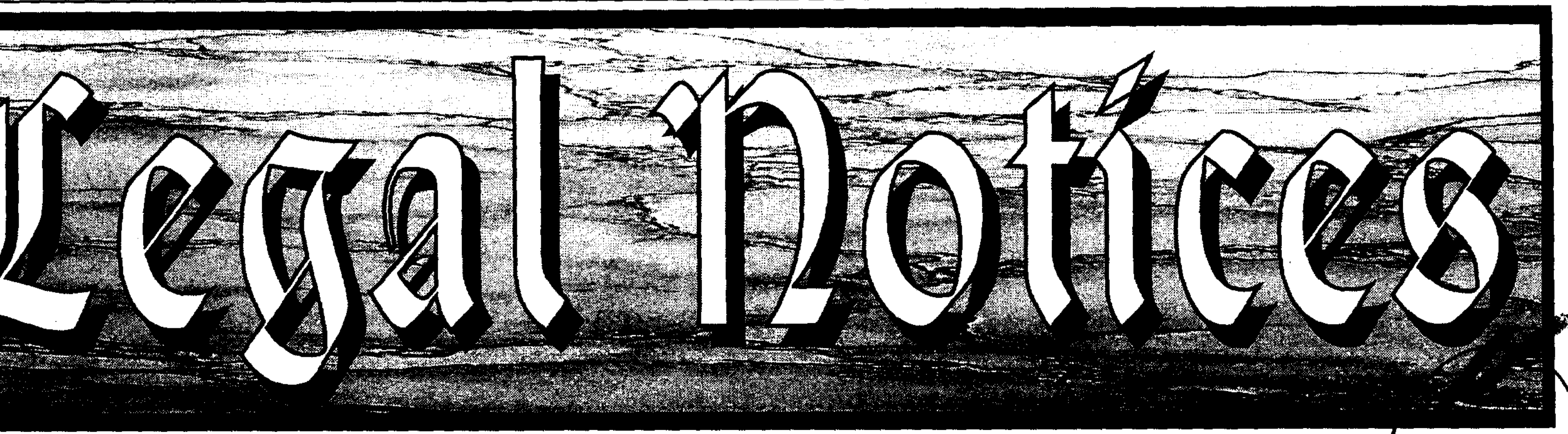
Cedric Hardeman
Publisher's Representative

Sworn to and subscribed before me this 23rd day of July 2008

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Notary Public Anna J. Moore

My commission expires on 6/22/11



...Notices

...BLE SALE

...y virtue of a ...ecution and/or ... issued on May ... by the 268th ... of Fort Bend ...xas in Cause ...08 in favor of ... Hunters Glen Homeowners ... plaintiff, for the ...7.00++++ costs ... said execution ... of sale and ...m of executing

... on June 16th, ... offer for sale on ... August 2008 at ...ourthouse steps ... County, Texas ... of Richmond, ...en the hours of ... A.M. and Four ... and all rights, ...s, and claims ...d Defendant (s) ...inces Bell and ...ll had of, in or ...ving described ... situated in Fort ... Texas; viz:

...ption: LOT 04, ..., OF SECOND ... HUNTER'S ...ON FIVE-B1, ...N IN FORT ...NTY, TEXAS, TO THE ...AT THEREOF ...N SLIDE NOS. ...58/B OF THE ...IDS OF FORT ...ITY, TEXAS, ...D BY ANY ...TS THERETO ...S THEREOF. ... KNOWN AS ...VAY DRIVE, ...ITY, TEXAS

...ASH
...ale to be held ... or about ...:00 A.M.

...onstable

...ty, Texas ..., #73

...otices

...EMENT ...ERS

... duplicate, ... Sienna ... District No. ...struction of ...tion-Sienna ...th Phase 1 ...d Reserve ...rigation to ... Municipal ...10(Job No. ...nd County, ...eceived at ... Landscape ... Partners, ...lvd., Suite ...xas 77056 ...ednesday, ... and then ... and read ...o Bidders ...documents ... purchase ...ographics, ...Richmond, ...77027, or ...d without

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on **May 28th, 2008** by the **240th** District Court of Fort Bend County, Texas in Cause **#07-CV-158414** in favor of the plaintiff – **Dove Country Homeowners Association**, plaintiff, for the sum of **$3,234.00++++** costs as taxed on said execution and/ or order of sale and further the sum of executing the same.

I have levied on **June 17th, 2008** and will offer for sale on the 5th, day of August 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Christopher Guerra** and **Sandra Guerra** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

<u>Legal Description:</u> LOT **SEVENTEEN (17), IN BLOCK TWO (2), REPLAT OF DOVE COUNTRY, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 49 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS, MORE COMMONLY KNOWN AS 2607 CEDAR BROOK COURT, STAFFORD, FORT BEND COUNTY, TEXAS.**

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

BY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without ...

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **AUGUST 04, 2008,** a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the **434TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **09-APR-2008.** It bears cause number **08-CV-163340** and is styled:

COUNTRYWIDE HOME LOANS, INC.
V.
JUNE GOFF, LINDSAY PLATZEK AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF IN RE: 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469

The name and address of the attorney for **COUNTRY WIDE HOME LOANS, INC. is:**
MELISSA MCKINNEY
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD., STE.100 ADDISON, TX 75001
972 386-5040

The nature of the demands of said **COUNTRY WIDE HOME LOANS, INC.** is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF COUNTRYWIDE HOME LOANS, INC. BY AND THROUGH ITS ATTORNEY OF RECORD, MELISSA A. MCKINNEY OF BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 15000 SURVEYOR BLVD, ADDISON, TX 75001, AGAINST JUNE GOFF, LINDSAY PLATZEK, AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF AND ANY OTHER PERSON CLAIMING ANY RIGHT, TITLE, INTEREST OR 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469, AND LEGALLY DESCRIBED TO WIT: LOT 18, BLOCK 2, WATERVIEW ESTATES SECTION ONE (1), ACCORDING TO MAP OR PLAT THEREOF RECORDED UNDER

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.

The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **25-JAN-2008.** It bears cause number **08-CV-161749** and is styled:

FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA V. FORECE HILLIARD, CHRISTOPHER HAWKINS, CAREY HAWKINS, ANITRA JONES, AND THE UNKOWN HEIRS AT LAW OF EVELYN LEWIS; TWILA BUTLER, LARRY LEWIS, BEN LEWIS, DEMETRIUS LEWIS, PERCY LEWIS, JR., WENDELL LEWIS, DONALD CARR, JAMIE L. MCQUEEN, JEREMY L. MCQUEEN, AND THE UNKNOWN HEIRS AT LAW OF PERCY LEWIS.
IN RE: 13120 BATTLE ROAD, KENDLETON, TEXAS 77451

The name and address of the attorney for **FIRST NATIONAL ACCEPTANCE COMP ANY OF NORTH AMERICA** is:

MERIBETH NOVAK
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD. SUITE 100 ADDISON, TX 75001
972 386-5040
972341-0673

The nature of the demands of said **FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA** is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF WELLS FARGO BANK, N.A., ITS SUCCESSORS AND ASSIGNS BY AND THROUGH ITS ATTORNEY OF RECORD, MERIBETH NOVAK OF BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, LLP, 15000 SURVEYOR BLVD, ADDISION, TX 75001, AGAINST THE UNKNOWN HEIRS AT LAW OF EVELYN LEWIS AND THE UNKNOWN HEIRS AT LAW OF PERCY

Legal Notices

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST).** All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY – RFP 08-086
2. ONLINE HOMEWORK TUTOR - RFP 08-087

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on June 5th, 2008 by the 240th District Court of Fort Bend County, Texas in Cause **#05-CV-143029** in favor of the plaintiff – **Jose Pickwood D/B/A Accuclean**, plaintiff, for the sum of **$ 22,547.85+++** costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on **June 9th, 2008** and will offer for sale on the **5th**, day of **August 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Teresa Kraft and Abieyuwa Bogany** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

<u>Legal Description</u>: **2123 HEATHERWOOD DRIVE, MISSOURI CITY, TEXAS, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDS OF FORT BEND COUNTY, TEXAS AS LOT 35, BLOCK 1, SETION 5-B2 R/P HUNTERS GLEN, A SUBDIVISION OF FORT**

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Cinco Ranch Southwest, Section 2, Section 3 and Section 4, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Secondary Entry- Hardscape, Planting, & Irrigation to Serve Sienna Management District(Job No. H08917) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:30 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Andover Farms, Section 5, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08682) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat. Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **JULY 28, 2008,** a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.
The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **30-JAN-2008.** It bears cause number **08-CV-161895** and is styled:

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4
V.
JOSE ALFREDO NAVARRO, NANCY MELENDEZ, AND THE UNKOWN HEIRS AT LAW OF ELENA P. NAVARRO IN RE: 14303 ROYAL HILL DRIVE
HOUSTON, TEXAS 77083

The name and address of the attorney for U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4 is:

MARK TORABI BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, LLP 15000 SURVEYOR BLVD STE 100 ADDISON, TX 75001

The nature of the demands of said **U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4** is as follows to-wit **PLAINTIFF'S SUIT SEEKS TO ENFORCE ITS LIEN AGAINST THE REAL PROPERTY AND IMPROVEMENTS COMMONLY KNOWN AS 14303 ROYAL DRIVE, HOUSTON, TEXAS 77083 AND MORE PARTICULARY DESCRIBED AS: LOT 10, IN BLOCK 4, OF DOVER SECTION ONE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 13 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS.**

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Case-Tonkey Subdivision being a partial replat of Lots 5, 6, 7 and 8, Block 22 of Weston Lakes Subdivision, Section 11, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 23B, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ERIC ROLLINS, DEFENDANT, GREETING:
YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ANGELA ROLLINS, DEFENDANT, GREETING:
YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and

LEGAL

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED, and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **JULY 28, 2008,** a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.
The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **30-JAN-2008.** It bears cause number **08-CV-161895** and is styled:

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4
V.
JOSE ALFREDO NAVARRO, NANCY MELENDEZ, AND THE UNKOWN HEIRS AT LAW OF ELENA P. NAVARRO

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ANGELA ROLLINS, DEFENDANT, GREETING: YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and styled: Kenneth Robinson, Plaintiff, vs. Angela Rollins and Eric Rollins, Defendants; allegations as shown in said petition now on file in the Fort Bend County Clerk's Office.

The officer executing this Writ shall promptly serve the same, according to requirements of law and the mandates hereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 11th day of June, 2008.

Eric Manning, Deputy

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS
301 JACKSON, SUITE 101
RICHMOND, TX 77469-3106

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the next Monday next following the expiration of 20 days after you are served this citation and petition, a default judgment may be taken against you. The name and address of the Plaintiffs attorney is:

Brendettas J. Payne
Payne Law Group
806 Main St., Suite 1528
Houston, TX 77002
(713)224-1731

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ERIC ROLLINS, DEFENDANT, GREETING: YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST).** All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY – RFP 08-086
2. ONLINE HOMEWORK TUTOR - RFP 08-087

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-088 – ABATEMENT OF JUNKED VEHICLES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

REQUESTS FOR STATEMENTS OF QUALIFICATIONS

Sealed Qualification Statements will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg TX 77471 for the following until **THURSDAY, JULY 31, 2008 AT 1:30 P.M. (CST).**

DESIGN/BUILD FAIRGROUNDS EXHIBITION BUILDING EXPANSION - 008-089

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Fort Bend County reserves the right to reject any or all qualification statements received.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Municipal Utility District No. 10 for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Municipal Utility District No. 10(Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-090 – COMMUNICATIONS TRAILER FOR HAM RADIO OPERATORS

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Legal Notices

CONSTABLE SALE

Under and by virtue of a

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Bradford Park Section 3, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.

The case is presently pending before the **240TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **25-JAN-2008.** It bears cause number **08-CV-161748** and is styled:

FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA V. FORECE HILLIARD, CHRISTOPHER HAWKINS, CAREY HAWKINS, ANITRA JONES, AND THE UNKOWN HEIRS AT LAW OF EVELYN LEWIS; TWILA BUTLER, LARRY LEWIS, BEN LEWIS, DEMETRIUS LEWIS, PERCY LEWIS, JR., WENDELL LEWIS, DONALD CARR, JAMIE L. MCQUEEN, JEREMY L. MCQUEEN, AND THE UNKNOWN HEIRS AT LAW OF PERCY LEWIS,
IN RE: 13120 BATTLE ROAD, KENDLETON, TEXAS 77451

The name and address of the attorney for **FIRST NATIONAL ACCEPTANCE COMP ANY OF NORTH AMERICA** is:

MERIBETH NOVAK
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD. SUITE 100 ADDISON, TX 75001

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

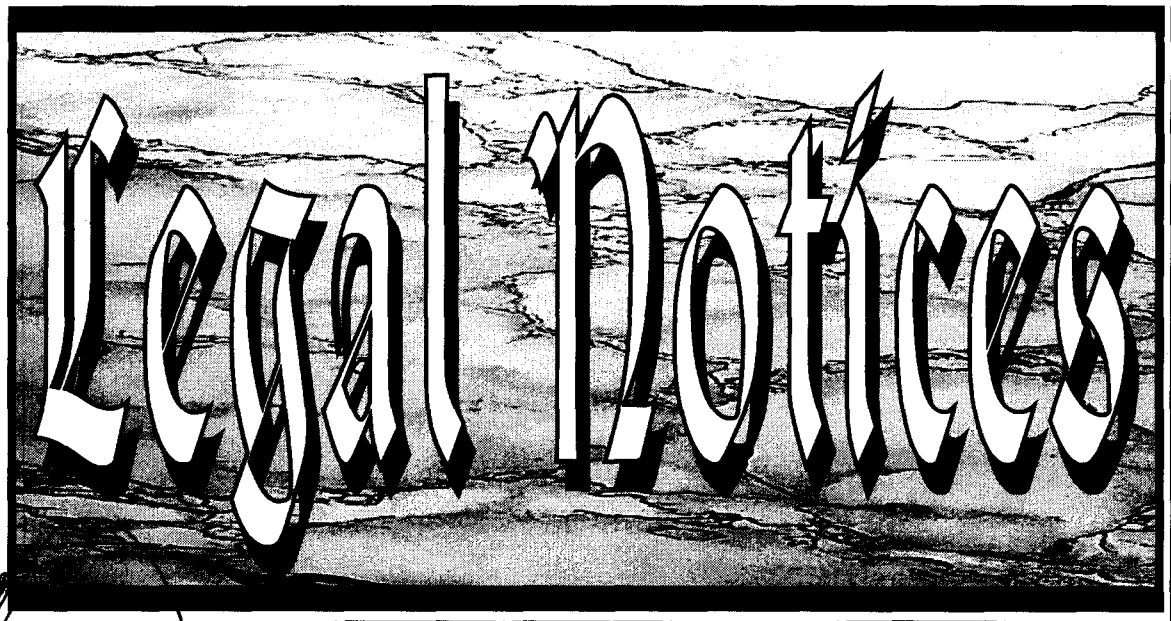
The case is presently pending before the **434TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **09-APR-2008.** It bears cause number **08-CV-163340** and is styled:

COUNTRYWIDE HOME LOANS, INC.
V.
JUNE GOFF, LINDSAY PLATZEK AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF IN RE: 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469

The name and address of the attorney for **COUNTRY WIDE HOME LOANS, INC. is:**
MELISSA MCKINNEY
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD., STE.100 ADDISON, TX 75001
972 386-5040

The nature of the demands of said **COUNTRY WIDE HOME LOANS, INC.** is as follows to-wit:

YOU ARE HEREBY



PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Case-Toskey Subdivision being a partial replat of Lots 5, 6, 7 and 8, Block 22 of Weston Lakes Subdivision, Section 11, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for the tax anticipation note at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 5th day of August, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for the HVAC supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 5th day of August, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for the data and telephone system services/supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 5th day of August, 2008.

CONSTABLE SALE

Under and by virtue of a Writ of Execution and / or Order of Sale issued on the **24TH** day of **JUNE, 2008** by the **268TH** DISTRICT Court of **FORT BEND** County, Texas in cause # **07-CV-159239** in favor of the Plaintiff – **SAN MIGUEL CIVIC ASSOCIATION, INC.** Plaintiff, for the sum of **$2,308.25** ++++costs as taxed on said Execution and / or Order of Sale and further the sum of executing the same. I have levied on the **9TH** day of **JULY, 2008** and will offer for sale on the **5TH** day of **AUGUST, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interests and claims which the said Defendant(s) – **ANIETIE UDOH** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION:
LOT (46), BLOCK (21) OF MISSION BEND SAN MIGUEL, SECTION TWO, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 33, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS. (AND COMMONLY KNOWN AS 15518 BARBAROSSA, HOUSTON, TEXAS 77083)

MARKET VALUE:
$103,310.00

CONSTABLE SALE

Under and by virtue of a Writ of Execution and / or Order of Sale issued on the **12TH** day of **JUNE, 2008** by the **434th** District Court of **FORT BEND** County, Texas in cause **#07CV156687** in favor of the Plaintiff - **MISSION BEND SOUTH CIVIC IMPROVEMENT ASSOCIATION, INC.** Plaintiff, for the sum of **$3,752.00** ++++costs as taxed on said Execution and / or Order of Sale and further the sum of executing the same. I have levied on the **8TH** day of **JULY, 2008** and will offer for sale on the **5TH** day of **AUGUST, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interests and claims which the said Defendant(s) **LONG H. TRAN** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION:
LOT 22, IN BLOCK 5, OF MISSION BEND SOUTH, SECTION 3, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 8, OF THE PLAT RECOVERS OF FORT BEND COUNTY, TEXAS; TOGETHER WITH ALL IMPROVEMENTS THEREON SITUATED; COMMONLY KNOWN AS 16231 SIERRA GRANDE DRIVE, HOUSTON, TEXAS 77083

MARKET VALUE:
$132,800.00

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **AUGUST 04, 2008,** a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the **434TH** District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **09-APR-2008.** It bears cause number **08-CV-163340** and is styled:

COUNTRYWIDE HOME LOANS, INC.
V.
JUNE GOFF, LINDSAY PLATZEK AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF IN RE: 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469

The name and address of the attorney for **COUNTRY WIDE HOME LOANS, INC. is: MELISSA MCKINNEY BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P. 15000 SURVEYOR BLVD., STE.100 ADDISON, TX**

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on **May 1st, 2008** by the **268th** District Court of Fort Bend County, Texas in Cause **#06-CV-148235** in favor of the plaintiff – Hunter's Glen Community Association, plaintiff, for the sum of **$4,943.00**++++ costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on **June 19th, 2008** and will offer for sale on the **5th**, day of **August, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – **Essah-Mensah Fordjour** had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: LOT THIRTEEN (13), IN BLOCK TWO (2), OF HUNTER'S GLEN, SECTION THREE (03), AN ADDITION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 20, PAGE 8, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS COMMONLY KNOWN AS 1919 HAMMERWOOD DRIVE, MISSOURI CITY, TEXAS 77489.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

CONSTABLE SALE

Under and by virtue of a Writ of Execution and / or Order of Sale issued on the **28th** day of **May, 2008** by the **240th** District Court of **FORT BEND** County, Texas in cause **#07-CV-158843** in favor of the Plaintiff – **Community Association of Withers Ridge, Inc.,** Plaintiff, for the sum of **$3,342.00** ++++costs as taxed on said Execution and / or Order of Sale and further the sum of executing the same. I have levied on the **8TH** day of **July, 2008** and will offer for sale on the **5th** day of **August, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interests and claims which the said Defendant(s) – **Gregory Thompson** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION:
LOT TWENTY-EIGHT (28), IN BLOCK THREE (3), OF WITHERS RIDGE, SECTION ONE (1), AN ADDITION TO FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT NO. 20040204, OF THE MAP/ PLAT RECORDS OF FORT BEND COUNTY, TEXAS More commonly known as: 17034 Evening Run Lane, Richmond, TX 77469.

MARKET VALUE:
$140,280.00

TERMS: CASH
TIME: Sale to be held at or about 10:00 A.M.

Rob Cook, Constable
Precinct Three
Fort Bend County, Texas

BY:
ROBERT BARNWELL, SERGEANT
DEPUTY CONSTABLE
#1319

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

REQUESTS FOR STATEMENTS OF QUALIFICATIONS

Sealed Qualification Statements will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg TX 77471 for the following until **THURSDAY, JULY 31, 2008 AT 1:30 P.M. (CST).**

DESIGN/BUILD FAIRGROUNDS EXHIBITION BUILDING EXPANSION - Q08-089

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Fort Bend County reserves the right to reject any or all qualification statements received.

CONSTABLE SALE

Under and by virtue of a Writ of Execution and / or Order of Sale issued on the **12TH** day of **JUNE, 2008** by the **434th** District Court of **FORT BEND** County, Texas in cause **#07CV156687** in favor of the Plaintiff – **MISSION BEND SOUTH CIVIC IMPROVEMENT ASSOCIATION, INC.** Plaintiff, for the sum of **$3,752.00** ++++costs as taxed on said Execution and / or Order of Sale and further the sum of executing the same. I have levied on the **8TH** day of **JULY, 2008** and will offer for sale on the **5TH** day of **AUGUST, 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interests and claims which the said Defendant(s) – **RANDY L. LONG** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION:
LOT 22, IN BLOCK 5, OF MISSION BEND SOUTH, SECTION 3, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 8, OF THE PLAT RECOVERS OF FORT BEND COUNTY, TEXAS; TOGETHER WITH ALL IMPROVEMENTS THEREON SITUATED; COMMONLY KNOWN AS 16231 SIERRA GRANDE DRIVE, HOUSTON, TEXAS 77083

MARKET VALUE:
$132,800.00

TERMS: CASH
TIME: Sale to be held at or about 10:00 A.M.

Rob Cook, Constable
Precinct Three
Fort Bend County, Texas

BY:
ROBERT BARNWELL, SERGEANT
DEPUTY CONSTABLE
#1319

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received

Career Starts here.

The right job, right now!

Job Connect
Houston Community Newspaper

Companies in the Greater Houston area are hiring people at all levels of expertise & skills! With an 8 minute phone call, our automated process will match you with employers that are Hiring NOW!

Choose from one of the following main job codes to enter your information:

#10: Accounts Receivable & Payable
#55: Dental Assistant
#15: Childcare Worker
#24: Machinist
#52: RN's & Licensed Practical Nurse
#41 Welder
#57: Veterinary Assistant
#24: Machine Operator (CNC & Manual)
#25: Pool Service Technician
#13: Banking
#14: Call Center/Customer Service
#16: Computers/IT
#17: Counseling & Social Services
#45: Drivers/Transportation
#18: Education
#19: Engineering
#20: Environmental
#44: Hotel & Hospitality
#23: Human Resources
#21: Insurance/Financial Services
#26: Legal
#27: Management
#28: Materials & Logistics
#29: Mechanics
#30: Media & Advertising
#58: Medical Records
#56: Medical Technicians
#53: Medical Therapists
#31: Office Administration

Houston Community Newspapers Ad Insertion Order

R3177

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALES REP NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	7/2/2008

ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1701408		JUDGE ROBERT HEBERT	

TOTAL INCHES			STD	TAB	TAG LINE
1	X	4.00 = 4	X		REPLAT BOSTER-FRAULI SUB.

REGION NUMBER	P.O.:	COUPON

SECTION	MESSAGE LINE #1 (LAYOUT INSTRUCTIONS)
Classified	

LOCATION	MESSAGE LINE #2 (COLOR INFO)
legals	

CLASSIFIED CODE	PICKUP AD FROM PUB	DATE	PAGE #	COLOR CHARGE/CODE	COLOR/LIST COLORS
920					

ADVERTISING TYPE	CONTACT NAME AND PHONE NUMBER
CL	SHERRY FISK

WHITE COPY

EMAIL ADDRESS WHERE AD IS BEING SENT	BILLING = Billing Only

NUMBER OF TEARSHEETS	REMOTE = Outside Office Produces Ad
1	X

PUB	PRODUCT CODE	DISCOUNT CODE	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	7/9	4.0	$5.19	$20.76
FB	CWKLY		W	7/16	4.0	$5.19	$20.76
FB	CWKLY		W	7/23	4.0	$5.19	$20.76
						Total:	$62.28

Publication Codes

HW-Gr. Hou. Weekly
TG-Total Group

NG-North Group
NE-Northeast Group
NW-Northwest Group
SG-South Group
CED-Clev. Adv/Enter/Dar CU-1960 Sun Champion
CA-Cleveland Advocate WU-1960 Sun Cy-Fair
LC-Dayton News SC-1960 Sun Crosby
PS-E. Main Cntr Obs BU-1960 Sun Klein
EI-Enter Advocate PC-Pasadena Citizen
CC-The Courier CL-Citizen Bay Area
CP-Courier Plus DB-Deer Park Broadcaster
LCP-Lake Cntr Plus PO-Pasadena-Manchc/Tomball
DP-Deer Park Pros Pasadena - Manchc
EG-Examiner Group Pasadena - Tomball
Bellaire Examiner OG-Observer Group
River Oaks Examiner AO-Asstcoates Observer
West U Examiner KO-Kingwood Observer
FB-Fort Bend SW Sun HO-Humble Observer
PS-Pearland/Friendswood BS-Spring Observer E.W.
FI-Friendswood Journal OW-Spring Observer West
PJ-Pearland Journal NC-Waller Cntr News Citizen
SR-I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
NE-Memorial Examiner SE- N. Channel Sentinel

INTERNET BILLING

SECTION	AD TYPE	PUB	PROD/LOC CODE	SIZE	STOP	TOTAL $
SS	IN		INET			
SS	IN		INET			
SS	IN		INET			

_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

INSERTS

Number of Inserts _____ Price per 1000 _____

Size: _____ _____ Flexie ____ Tab ____ Std # of Pages _____

Zip Codes _____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

CARD NO.

EXP. DATE _____

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

8-6-08
5 I

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend and Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

2nd day of July, 2008
Replat Waterside Sec.

9th day of July, 2008

16th day of July, 2008

_____ day of _____, 2008

Cedric Hardeman
Publisher's Representative

Sworn to and subscribed before me this 16th day of June 2008

Notary Public Anna J. Moore

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Legal Notices

SALE

tue of a
n and/or
d on May
ie 268th
ort Bend
) Cause
favor of
ere Glen
eeomere
itt, for the
+++ costs
execution
sale and
executing

ane 16th,
or sale on
st 2008 at
ase steps
ty, Texas
ichmond,
hours of
and Four
all rights,
f claims
ndant (s)
Bell and
of, in or
lescribed
id in Fort
; viz:

LOT 84,
SECOND
INTER'S
-IVE-81,
FORT
TEXAS,
THE
EREOF
E NOS.
OF THE
F FORT
TEXAS,
f ANY
ERETO
EREOF.
VN AS
DRIVE,
TEXAS

be held
out
M.

xas

ale

xas

es

ffers
dins.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, July 22, 2008 for Residences at Cinco Ranch Apartments being a partial replat of Restricted Reserve "A" Cinco Station, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Luis Valencia with Benchmark Engineering Corporation at 713-266-9930 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being **AUGUST 04, 2008**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Secondary Entry- Hardscape, Planting, & Irrigation to Serve Sienna Management District(Job No. H08917) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:30 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Plantation Management District (Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M.** (CST). All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY –

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Tract 29 Hardscape, Planting, & Irrigation to Serve Sienna Plantation Management District(Job No. H07472) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on June 5th, 2008 by the **240th** District Court of Fort Bend County, Texas in Cause **#05-CV-143029** in favor of the plaintiff – **Jose Pickwood D/B/A Accuclean,** plaintiff, for the sum of **$ 22,547.85+++** costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on **June 9th, 2008** and will offer for sale on the **5th,** day of **August 2008** at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and **all** rights, title, interests, and claims which the said Defendant (s) – **Teresa Kraft and Ableyunes Bogany** had of, in or to the following described Real Property situated in Fort

REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, JULY 10, 2008 at 1:30 P.M. (CST). All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. GLOBAL POSITIONING SATELLITE SYSTEM – RFP 08-080
2. ELECTRONIC MONITORING SYSTEM AND SERVICE – RFP 08-081
3. DRUG TESTING SYSTEM – RFP 08-082

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all proposals.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

Qualified companies are invited to submit proposals to Stafford Municipal School District for the data and telephone system services/supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of July, 2008.

PUBLIC HEARING NOTICE

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, JULY 10, 2008 at 1:30 P.M. (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-079 – PRINTING AND MAILING OF TAX STATEMENTS
BID 08-083 – SUBSTANCE ABUSE HAIR ANALYSIS TESTING
BID 08-084 – PHARMACEUTICAL COUNTING MACHINES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent

Fort Bend County, Richmond, Texas

Qualified companies are invited to submit proposals to Stafford Municipal School District for the electrical repair services/supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of July, 2008.

PUBLIC HEARING NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for the internet connectivity service at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of July, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson

Legal Notices

CONSTABLE SALE

Under and by virtue of a

IY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

ADVERTISEMENT TO BIDDERS

ealed bids, in duplicate, ddressed to Sienna unicipal Utility District No. 0 for the Construction of e Sienna Plantation-Sienna anch Road North Phase 1 ight-of-Way and Reserve andscape & Irrigation to erve Sienna Municipal tility District No. 10(Job No. 06882) in Fort Bend County, exas will be received at e office of the Landscape rchitect , TBG Partners, 050 Post Oak Blvd., Suite 100, Houston, Texas 77056 ntil 3:00 p.m., Wednesday, ly 23, 2008, and then ublicly opened and read oud. Invitation to Bidders nd other bidding documents e available for purchase A&E Reprographics, cated at 4235 Richmond, ouston, Texas 77027, or ay be examined without arge at the offices of e TBG Partners. A bid ond in the amount of 5% the total amount of the d must accompany each d. The successful bidder ust furnish a payment and rformance bond acceptable Owner. A mandatory pre-d conference will be held at e office of TBG Partners at e address shown above at 1:00 a.m., Thursday, July 7, 2008. No attendee may present more than one firm the purpose of satisfying is mandatory pre-bid nference requirement. NLY BIDS RECEIVED ROM BIDDERS WHO TTENDED THE PRE-BID ONFERENCE WILL BE ONSIDERED.

Legal Notices

Legal Notices

CONSTABLE SALE

BY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect, TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

ADVERTISEMENT FOR SEALED PROPOSALS

ealed Proposals for the labor, material, quipment and other necessary items to complete he Fort Bend County Jail Expansion Project or Fort Bend County, Richmond, TX Proposal ncludes the following Packages: #36 Laundry quipment & Video Visitation / Arraignment ystems. All packages will be received in the

Legal Notices

THE STATE OF TEXAS

INC. is:
MELISSA MCKINNEY
BARRETT BURKE
WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD., STE.100 ADDISON, TX 75001
972 386-5040

The nature of the demands of said COUNTRY WIDE HOME LOANS, INC. is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF COUNTRYWIDE HOME LOANS, INC. BY AND THROUGH ITS ATTORNEY OF RECORD, MELISSA A. MCKINNEY OF BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 15000 SURVEYOR BLVD, ADDISON, TX 75001, AGAINST JUNE GOFF, LINDSAY PLATZEK, AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF AND ANY OTHER PERSON CLAIMING ANY RIGHT, TITLE, INTEREST OR 6002 BALDWIN ELM STREET, RICHMOND, TEXAS 77469, AND LEGALLY DESCRIBED TO WIT: LOT 18, BLOCK 2, WATERVIEW ESTATES SECTION ONE (1), ACCORDING TO MAP OR PLAT THEREOF RECORDED UNDER CLERK'S FILE NO 20040042, OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas 19-JUN-2008.

By:
Deputy District Clerk
Annie Rebecca Elliott
Fort Bend County, TX
By:

Deputy District Clerk Josie Platz

Legal Notices

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

ROAD, KENDLETON, TEXAS 77451

The name and address of the attorney for FIRST NATIONAL ACCEPTANCE COMP ANY OF NORTH AMERICA is:

MERIBETH NOVAK
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
15000 SURVEYOR BLVD. SUITE 100 ADDISON, TX 75001
972 386-5040
972341-0673

The nature of the demands of said FIRST NATIONAL ACCEPTANCE COMPANY OF NORTH AMERICA is as follows to-wit:

YOU ARE HEREBY NOTIFIED THAT SUIT HAS BEEN BROUGHT TO RESCIND THE VENDOR'S LIEN BY PLAINTIFF WELLS FARGO BANK, N.A., ITS SUCCESSORS AND ASSIGNS BY AND THROUGH ITS ATTORNEY OF RECORD, MERIBETH NOVAK OF BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, LLP, 15000 SURVEYOR BLVD, ADDISION, TX 75001, AGAINST THE UNKNOWN HEIRS AT LAW OF EVELYN LEWIS AND THE UNKNOWN HEIRS AT LAW OF PERCY LEWIS AND ANY OTHER PERSON CLAIMING ANY RIGHT, TITLE, INTEREST IN 13120 BATTLE ROAD, KENDLETON, TEXAS 77451, AND LEGALLY DESCRIBED TO WIT: BEING 0.5 ACRE, MORE OR LESS, OUT OF LOTS 2 AND 3 OF THE KENDALL SUBDIVISION IN THE JOSEPH POWELL 1/4 LEAGUE SURVEY, ABSTRACT NO. 72 IN FORT BEND COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOL 758, PAGE 442 AND VOL 770, PAGE 885, BOTH OF DEED RECORDS OF FORT BEND COUNTY, TEXAS

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas 13-JUN-2008.

Legal Notices

Legal Notices

NOTICE TO BIDDERS

Legal Notices

LEGAL NOTICE
REQUEST FOR
SEALED COMPETITIVE
PROPOSALS

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on June 5th, 2008 by the 240th District Court of Fort Bend County, Texas in Cause #05-CV-143029 in favor of the plaintiff – Jose Pickwood D/B/A Accuclean, plaintiff, for the sum of $ 22,547.85+++ costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on June 9th, 2008 and will offer for sale on the 5th, day of August 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – Teresa Kraft and Abieyuwa Bogany had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: 2123 HEATHERWOOD DRIVE, MISSOURI CITY, TEXAS, MORE PARTICULARLY DESCRIBED IN THE DEED RECORDS OF FORT BEND COUNTY, TEXAS AS LOT 35, BLOCK 1, SETION 5-B2 R/P HUNTERS GLEN, A SUBDIVISION OF FORT BEND COUNTY, TEXAS.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

BY:
Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

Legal Notices

LEGAL NOTICE
INVITATION TO
BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, JULY 17, 2008 at 1:30 P.M. (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

Legal Notices

PUBLIC HEARING
NOTICE

may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 10:30 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE

Legal Notices

PUBLIC HEARING
NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Billy Dan Ellis, Deceased, were granted on June 30, 2008, in Cause No. 08-CPR-021213, pending in the County Court At Law No. 1, Fort Bend County, Texas, to Sue Annett Ellis. All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law to J. Stephen Green, Green & Green, P.C., 104 West Davis, Conroe, Texas, 77301.

Legal Notices

Legal Notices

PUBLIC HEARING
NOTICE

may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement. ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

Legal Notices

PUBLIC HEARING
NOTICE

The Commissioner's Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

The name and address of the attorney for U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4 is:

MARK TORABI BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, LLP 15000 SURVEYOR BLVD STE 100 ADDISON, TX 75001

The nature of the demands of said U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MBS HEAT 2004-4 is as follows to-wit PLAINTIFF'S SUIT SEEKS TO ENFORCE ITS LIEN AGAINST THE REAL PROPERTY AND IMPROVEMENTS COMMONLY KNOWN AS 14303 ROYAL DRIVE, HOUSTON, TEXAS 77083 AND MORE PARTICULARY DESCRIBED AS: LOT 10, IN BLOCK 4, OF DOVER SECTION ONE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 13 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas 13-JUN-2008.

DISTRICT CLERK ANNIE REBECCA ELLIOTT
Fort Bend County, Texas

By:
Deputy District Clerk
PATTY GRAEBER.

ADVERTISEMENT
TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Management District for the Construction of the Sienna Plantation-Tract 29 Hardscape, Planting, & Irrigation to Serve Sienna Plantation Management District(Job No. H07472) in Fort Bend County, Texas will be received at the office of the Landscape Architect, TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase

Legal Notices

PUBLIC HEARING
NOTICE

The Commissioners Court of Fort Bend County, Texas has invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ERIC ROLLINS, DEFENDANT, GREETING: YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and styled: Kenneth Robinson, Plaintiff, vs. Angela Rollins and Eric Rollins, Defendants; allegations as shown in said petition now on file in the Fort Bend County Clerk's Office.

The officer executing this Writ shall promptly serve the same, according to requirements of law and the mandates hereof, and make due return as the law directs. ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 11th day of June, 2008.

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS
301 JACKSON, SUITE 101
RICHMOND, TX 77469-3108

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the next Monday next following the expiration of 20 days after you are served this citation and petition, a default judgment may be taken against you. The name and address of the Plaintiffs attorney is:

Legal N

PUBLIC H
NOT

The Commiss of Fort Bend exercise your r be heard at public hearing. contact Cathy LJA Engineerin Inc. at 713-6 information p hearing.

Submitted by,
Dianne Wilson
Fort Bend Coun

Legal N

THE STATE
CAUSE NO

TO: ANGELA DEFENDANT, GRE YOU (AND EACH HEREBY COMM APPEAR before th County Court One (1) of Fort B Texas, at the being located a B. Travis Build City of Rich Bend County, filing a written or before 10 of the Monday the expiration from the date of this citation, the 28th day of to Plaintiffs P in said Court, day of August, Cause, number the docket of sa styled: Kenneth Plaintiff, vs. An and Eric Rollins, allegations as sh petition now on Fort Bend Co Office.

The officer ex Writ shall pro the same, ac requirements o the mandates make due retur directs.

ISSUED AN UNDER MY SEAL of said Co this the 11th 2008.

DIANNE WILSO CLERK FOR COUNTY, TEXA 301 JACKSON, RICHMOND, 3108

You have been may employ an you or your atto file a written ans clerk who issued by 10:00 A.M. Monday next f expiration of 20 you are served and petition, judgment may against you. Th address of th

LEGAL

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Boster-Frauli Subdivision being a partial replat of Lots 98, 99 and 100, Block 2 of Weston Lakes Subdivision, Section 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Chris Kalkomey with Charlie Kalkomey Surveying Inc. at 281-342-2033 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CAUSE NO. 33885

TO: ANGELA ROLLINS, DEFENDANT, GREETING: YOU (AND EACH OF YOU) ARE HEREBY COMMANDED TO APPEAR before the Honorable County Court at Law No. One (1) of Fort Bend County, Texas, at the Courthouse being located at the William B. Travis Building, in the City of Richmond, Fort Bend County, Texas, by filing a written answer at or before 10 o'clock A.M. of the Monday next after the expiration of 42 days from the date of issuance of this citation, same being the 28th day of July, 2008, to Plaintiffs Petition filed in said Court, on the 14th day of August, 2007, in this Cause, numbered 33885 on the docket of said Court and styled: Kenneth Robinson, Plaintiff, vs. Angela Rollins and Eric Rollins, Defendants; allegations as shown in said petition now on file in the Fort Bend County Clerk's Office.

The officer executing this Writ shall promptly serve the same, according to requirements of law and the mandates hereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 11th day of June, 2008.

By: Erik Manning, Deputy

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS
301 JACKSON, SUITE 101
RICHMOND, TX 77469-3108

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the next Monday next following the expiration of 20 days after you are served this citation and petition, a default judgment may be taken against you. The name and address of the Plaintiffs attorney is:

Brandettae J. Payne
Payne Law Group

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **NANCY MELENDEZ AND THE UNKNOWN HEIRS AT LAW OF ELENA P. NAVARRO, DECEASED,** and to all whom it may concern, Respondent(s),

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 26 Partial Replat No. 2, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

LEGAL NOTICE REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 24, 2008 at 1:30 P.M. (CST).** All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. RADIO FREQUENCY IDENTIFICATION TRACKING AND MATERIALS HANDLING SYSTEM FOR SIENNA PLANTATION BRANCH LIBRARY – RFP 08-086
2. ONLINE HOMEWORK TUTOR - RFP 08-087

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Sienna Village of Shipman's Landing, Sec. 25 Partial Replat No. 1, Pct. 1. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Cathy Fontenot with LJA Engineering & Surveying Inc. at 713-953-5200 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-088 – ABATEMENT OF JUNKED VEHICLES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Plantation Municipal Utility District No. 10 Construction of the Sienna Plantation-Anderson Springs Park to Serve Sienna Plantation Municipal Utility District No.10 (Job No. H08869) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 2:00 p.m., Wednesday, July 30, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 2:00 p.m., Thursday, July 24, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

REQUESTS FOR STATEMENTS OF QUALIFICATIONS

Sealed Qualification Statements will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg TX 77471 for the following until **THURSDAY, JULY 31, 2008 AT 1:30 P.M. (CST).**

DESIGN/BUILD FAIRGROUNDS EXHIBITION BUILDING EXPANSION - 008-089

Fort Bend County has implemented a new financial

Legal Notices

ADVERTISEMENT TO BIDDERS

Sealed bids, in duplicate, addressed to Sienna Municipal Utility District No. 10 for the Construction of the Sienna Plantation-Sienna Ranch Road North Phase 1 Right-of-Way and Reserve Landscape & Irrigation to Serve Sienna Municipal Utility District No. 10(Job No. H08882) in Fort Bend County, Texas will be received at the office of the Landscape Architect , TBG Partners, 3050 Post Oak Blvd., Suite 1100, Houston, Texas 77056 until 3:00 p.m., Wednesday, July 23, 2008, and then publicly opened and read aloud. Invitation to Bidders and other bidding documents are available for purchase at A&E Reprographics, located at 4235 Richmond, Houston, Texas 77027, or may be examined without charge at the offices of the TBG Partners. A bid bond in the amount of 5% of the total amount of the bid must accompany each bid. The successful bidder must furnish a payment and performance bond acceptable to Owner. A mandatory pre-bid conference will be held at the office of TBG Partners at the address shown above at 11:00 a.m., Thursday, July 17, 2008. No attendee may represent more than one firm for the purpose of satisfying this mandatory pre-bid conference requirement.
ONLY BIDS RECEIVED FROM BIDDERS WHO ATTENDED THE PRE-BID CONFERENCE WILL BE CONSIDERED.

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, JULY 31, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 08-090 – COMMUNICATIONS TRAILER FOR HAM RADIO

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, August 5, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Bradford Park Section 3, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

STATE OF TEXAS CITATION BY PUBLICATION

TO: UNKNOWN HEIRS OF EVELYN LEWIS AND UNKNOWN HEIRS OF PERCY LEWIS

NOTICE:
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to:
District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite105. We are located on the first floor of the courthouse building.

The case is presently pending before the 240TH District Court of Fort Bend County sitting in Richmond, Texas, and was filed on **25-JAN-2008.** It bears cause number 08-CV-161748 and is styled:

Legal Notices

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, August 5, 2008 for Waterside Development Replat, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Raul Wong with Halff Associates Inc. at 713-523-7161 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Legal Notices

THE STATE OF TEXAS CITATION BY PUBLICATION

TO: **JUNE GOFF AND THE UNKNOWN HEIRS AT LAW OF EVERETT GOFF**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of forty-two days from the date of issuance of this citation, same being JULY 28, 2008, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 401 Jackson Street, Suite 105. We are located on the first floor of the courthouse building.

The case is presently pending before the **434TH** District Court of Fort Bend

Houston Community Newspapers Ad Insertion Order

R3156

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALES REP NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	6/24/2008

ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1 7 0 1 4 0 8		JUDGE ROBERT HEBERT	

TOTAL INCHES			STD	TAB	TAG LINE
1	X	3.00	3	X	REPLAT WATERSIDE DEVEL.

REGION NUMBER	P.O.:	COUPON

SECTION	MESSAGE LINE #1 (LAYOUT INSTRUCTIONS)
Classified	

LOCATION	MESSAGE LINE #2 (COLOR INFO)
legals	

CLASSIFIED CODE	PICKUP AD FROM PUB	DATE	PAGE #	COLOR CHARGE/CODE	COLOR/LIST COLORS
920					

ADVERTISING TYPE	CONTACT NAME AND PHONE NUMBER
CL	Sherry Fisk

WEB COPY

EMAIL ADDRESS WHERE AD IS BEING SENT	BILLING = Billing Only

NUMBER OF TEARSHEETS		REMOTE = Outside Office Produces Ad
1		X

PUB	PRODUCT CODE	DISCOUNT CODE	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	7/2	3.0	$5.19	$15.57
FB	CWKLY		W	7/9	3.0	$5.19	$15.57
FB	CWKLY		W	7/16	3.0	$5.19	$15.57
				TOTAL			$46.71

Publication Codes

HW-Gr. Hou. Weekly
TG-Total Group

NG-North Group
NE-Northeast Group
NW-Nrthwst Group
SG-South Group
CED-Clev Adv/Enter/Dec CU-1960 Sun Champion
CA-Cleveland Advocate WU-1960 Sun Co-Pair
LC-Dayton News SC-1960 Sun Crosby
PS-E. Mont Cnty Obs EU-1960 Sun Klein
ES-Easter Advocate PC-Pasadena Citizen
CC-The Courier CL-Citizen Bay Area
CP-Courier Plus DB-Deer Park Broadcaster
LCP-Lake Conr Plus PO-Pasadena-Manvel&Tomball
DP-Deer Park Pros Pasadena - Manvel
EC-Examiner Group Pasadena - Tomball
Bellaire Examiner OG-Observer Group
River Oaks Examiner AO-Asstcoates Observer
West U Examiner KO-Kingwood Observer
FB-Fort Bend SW Sun HO-Humble Observer
PF-Pearland/Friendswood BS-Spring Observer EW
FJ-Friendswood Journal OW-Spring Observer West
PJ-Pearland Journal NC-Waller Cnty News Citizen
SR- I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
RE-Memorial Examiner SE- N. Channel Sentinel

INTERNET BILLING

SECTION	AD TYPE	PUB	PROD/LOC CODE	SIZE	STOP	TOTAL $
SS	IN		INET			
SS	IN		INET			
SS	IN		INET			

_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

INSERTS

Number of Inserts _____ Price per 1000 _____

Size: _____ _____ Flexie ____ Tab ____ Std # of Pages _____

Zip Codes _____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

CARD NO.

EXP. DATE _____

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services