

**NOTICE OF MEETING  
FORT BEND COUNTY COMMISSIONERS COURT  
JANE LONG ANNEX, RICHMOND, TEXAS  
TUESDAY, SEPTEMBER 23, 1997  
9:00 O'CLOCK A.M.**

**AGENDA**

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner O'Shieles.
3. Approve minutes of meeting of September 9, 1997.
4. Announcements and Public Comments.
5. Approve line item transfers in budgets and funds.
6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials.
7. Approve agreements/contracts for County equipment or services.
8. Consider approving Professional Services Contract with Darrell Schoedel, consultant. (County Judge)
9. Consider authorizing Don A. Hartfiel, AIA architect for the preparation of construction drawings and specifications for the Fort Bend County Jury Assembly Facility. (Commissioner Pct. 1)
10. Consider approving Orders Appointing Directors for Fort Bend County Levee Improvement District No. 10. (Vinson & Elkins)
11. Discuss agreement for architectural services with Di Stefano/Santopetro Architects, Inc. for parking garage. (Auditor)
12. Consider approving Fort Bend County Licensing and Regulation of Commercial Waste Haulers Ordinance. (Health)
13. Consider approving Instructional Agreement between Fort Bend County and Fort Bend Independent School District for a community based training program. (Library)
14. Consider approving tax abatement with Fort Bend County and Turner Adreac Development Company. ( Greater Fort Bend Economic Development Council)
15. Consider approving tax abatement with Fort Bend County and Baker Petrolite Corporation. ( Greater Fort Bend Economic Development Council)
16. Consider approving agreement between Fort Bend County and Landscape Structures, Inc. for improvements to Kitty Hollow Park. (Parks)

**NOTICE**

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

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

ADA Coordinator, Risk/Management Insurance Dept., 309 S. 4th St., Suite 720, Travis Building, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.\* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

17. Consider approving contract Deputy Agreement between Fort Bend County and Briargate Townhouse Homeowners Association. (Constable Pct. 2)
18. Discuss and consider taking action on insurance committee recommendations for 1998. (Commissioner Pct. 3)
19. Consider approving renewal agreement with Fort Bend County Museum Association in the amount of \$17,000.00. (County Attorney)
20. Consider approving request by Teresa Herrera for variance to septic system rules. (Health)
21. Consider approving pay application #2 in the amount of \$65,265.75 from Bass Construction Co. for construction of Fulshear / Simonton Branch Library. (Library)

**CONSENT AGENDA - ITEMS 22 thru 26:**

22. **COMMUNITY DEVELOPMENT: consider approving the following: (1) Rust Lichliter/Jameson to provide engineering services for the Four Corners Area Water and Wastewater Planning Study; (2) FY 1997 Grant Agreements and Funding Approvals between Fort Bend County and HUD for the Community Development Block Grant, Emergency Shelter Grant, and HOME Program Grant.**
  23. **ELECTIONS: consider approving the Order of Election to be held on November 4, 1997, 14 Constitutional Amendments.**
  24. **ENGINEERING: consider approving the following:**
    - (1) application from Durwood Greene Construction Company to construct three driveway tie-ins on First Colony Boulevard, Pct. 4;
    - (2) application from Joel A. Trimm Construction Company to do two boreings, 8" water line and 24" R.C.P. storm sewer under Castlemont, Pct. 3;
    - (3) releasing cashier check #6775002569 to Jim Elam / Mohammed Dean for completion of work at 7910 Fresno Drive, Pct. 3;
    - (4) application from Entex, a division of Houston Industries to bury a 3/4" steel H.D. service line under Voss Road, Pct. 3;
    - (5) accepting Safeco Insurance Company of America perpetual bond #5893554 for Southwestern Bell Telephone Company;
    - (6) plat for Canyon Gate, Cinco Ranch, Section 1, Pct 3.
    - (7) authorizing a payment to Entex for \$2,500.00 in connection with a gas line adjustment on East End Annex project.
  25. **PARKS/RECREATION: consider accepting check in the amount of <sup>225</sup>~~\$75.00~~ from the Boy Scouts of America for Kitty Hollow Park and place funds in The Kitty Hollow Park Fund Account.**
  26. **TAX ASSESSOR / COLLECTOR: record the Tax Assessor / Collector's August, 1997, monthly report in the minutes.**
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27. PURCHASING:
- (1) consider authorizing advertising for bids for the following: (a) gasoline; (b) diesel; (c) printing election ballots; (d) uniforms and leather for SO; (e) high demand books; (f) janitorial services; (g) food; (h) furniture; (I) Traffic signs/posts/supplies; (j) 1998 Police package automobiles; (k) 1998 Pickup trucks; (l) Police package automobiles (10 day delivery); (m) 15 foot shredders; (n) rubber-asphalt crack sealing compound; (o) statement of qualifications for Delinquent Tax Attorney;
  - (2) consider taking action on the following: (a) sale of jukebox - Bid #97-083; (b) sale of disk drives - Bid #97-084;
  - (3) consider renewing the following term contracts; (a) diesel - Bid #96-080; (b) gasoline - Bid #96-081;
  - (4) consider authorizing the purchase of one used mini passenger bus for the Parks Department;
  - (5) consider granting an exemption to the competitive bid requirements as authorized by §262.024 Texas Local Government Code for the purchase of a professional service from UTMB for indigent health care services.
28. **9:30 a.m. - Hold Public Hearing** and consider taking action on the installation of traffic control devices in C.J. Dickerson Estates and Rio Brazos Subdivision, Pct. 4.
29. Consider approving plat for Foodmaker Subdivision, Pct. 3.
30. Approve bills.
31. **Meet in Closed Session** to discuss the following matters: (1) **Threatened Litigation**; (2) **Litigation**: Torres vs. Fort Bend County, et al; Cause #H-95-CV-3898; (3) **Land Matters** (Pct. 1), as authorized by TXGov.Code.Sec. 551.071/072; and **consider taking action in Open Session**.
32. Adjournment.

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

FILED FOR RECORD

TIME 8:10 AM  
P.M.

SEP 19 1997

*Brenae Thilman*  
County Clerk Fort Bend Co. Texas

*Michael D. Rozell*  
Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Friday, September 19 by Jana R. Zerant.

**MINUTES**

BE IT REMEMBERED, That on this 23RD DAY of SEPTEMBER, 1997, Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present:

MICHAEL D. ROZELL	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	COMMISSIONER PRECINCT #2
ANDY MEYERS	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK

When the following were had and the following orders were passed to wit:

**1. Call to Order.**

Call to Order by Judge Rozell at 9:11 a.m.

**2. Invocation and Pledge of Allegiance by Commissioner O'Shieles.**

Invocation and Pledge of Allegiance by Commissioner O'Shieles.

**3. Approve minutes of meeting of September 9, 1997.**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve minutes of meeting of September 9, 1997.

**4. Announcements and Public Comments.**

Judge Rozell introduced Steve Raborn newly appointed Elections Administrator.

Bud Childers introduced Dennis Morgan, Assistant County Attorney.

Judge Rozell announced new program of Greater Fort Bend Economic Development Council called "A Report Card on the Economic Demographic Excellence of Fort Bend County, Texas" and thanked Herb Appel for his efforts on behalf of the county.

Judge Rozell announced Friday, September 26, County Holiday and opening of Fort Bend County Fair Days & Parade.

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

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve line item transfers in budgets and funds VEHICLE MAINTENANCE, JUVENILE DETENTION, ENGINEERING DEPT., DISTRICT CLERK, COUNTY ATTORNEY, DEPT. 045 from Contingency and PURCHASING as presented by Robert Grayless, County Auditor.

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

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

**7. Approve agreements/contracts for County equipment or services.**

None.

**8. Consider approving Professional Services Contract with Darrell Schoedel, consultant. (County Judge)**

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, to approve Professional Services Contract with Darrell Schoedel, consultant in the amount of \$5,000\ per month. Funds from County Engineer budget.

MOTION WITHDRAWN.

**9. Consider authorizing Don A. Hartfiel, AIA architect for the preparation of construction drawings and specifications for the Fort Bend County Jury Assembly Facility. (Commissioner Pct. 1)**

Pass.

**10. Consider approving Orders Appointing Directors for Fort Bend County Levee Improvement District No. 10. (Vinson & Elkins)**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve Orders appointing Doyle Reynolds, Warren Espey and Don Burns Directors for Fort Bend County Levee Improvement District No. 10.

11. **Discuss agreement for architectural services with Di Stefano/Santopetro Architects, Inc. for parking garage. (Auditor)**

Robert Grayless, County Auditor stated that he could not sign auditor's certification on approved architectural service agreement until total funding of \$307,000 is available.

County Attorney agreed to modify the contract into various phases with approval by court for each phase.

12. **Consider approving Fort Bend County Licensing and Regulation of Commercial Waste Haulers Ordinance. (Health)**

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve Fort Bend County Licensing and Regulation of Commercial Waste Haulers Ordinance as presented by Bud Childers, County Attorney.

13. **Consider approving Instructional Agreement between Fort Bend County and Fort Bend Independent School District for a community based training program. (Library)**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve renewal of Instructional Agreement between Fort Bend County and Fort Bend Independent School District for a community based training program as presented by Roman Bohachevsky, County Librarian.

14. **Consider approving tax abatement with Fort Bend County and Turner Adreac Development Company. (Greater Fort Bend Economic Development Council)**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve tax abatement with Fort Bend County and Turner Adreac Development Company as presented by Herb Appel, President, Greater Fort Bend Economic Development Council.

15. **Consider approving tax abatement with Fort Bend County and Baker Petrolite Corporation as presented by Herb Appel. (Greater Fort Bend Economic Development Council).**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve tax abatement with Fort Bend County and Baker Petrolite Corporation as presented by Herb Appel, President, Greater Fort Bend Economic Development Council.

16. **Consider approving agreement between Fort Bend County and Landscape Structures, Inc. for improvements to Kitty Hollow Park. (Parks)**

Pass.

- 17. Consider approving contract Deputy Agreement between Fort Bend County and Briargate Townhouse Homeowners Association. (Constable Pct. 2)

Pass.

- 18. Discuss and consider taking action on insurance committee recommendations for 1998. (Commissioner Pct. 3)

Moved by Commissioner Meyers, Seconded by Commissioner O’Shieles, duly put and unanimously carried (4-0), it is ordered to increase co-payment on prescription drug as follows effective January 1, 1998.

<b>Generic</b>	<b>From \$2.00 to \$5.00</b>
<b>Name Brand</b>	<b>From \$9.00 to \$12.00</b>

Moved by Commissioner Meyers, Seconded by Commissioner O’Shieles, duly put and carried (3-1), with Commissioner Prestage voting no, it is ordered that the bi-weekly payroll deduction for county officials, employees and retiree’s health insurance be increased as follows effective January 1, 1998:

<b>\$40.00</b>	<b>Spouse</b>
<b>\$25.00</b>	<b>Dependent child</b>
<b>\$60.00</b>	<b>Family</b>

Kathy Hynson discussed Chapter 175, Local Government Code involving insurance coverage for retired employees and dependents.

Moved by Commissioner Meyers, Seconded by Commissioner O’Shieles, duly put and carried (3-1), with Commissioner Prestage voting no, it is ordered that all county employees and county officials whose employed spouse’s employer provides health insurance, the employed spouse’s health insurance be the primary carrier for the employed spouse’s health insurance coverage and Fort Bend County’s health insurance be secondary effective immediately.

Moved by Commissioner Meyers to authorize the Fort Bend County Risk Management Department to investigate the cost and benefits of a “Call First” requirement before Fort Bend County Officials and employees make a doctors office visit or receive outpatient care or prescription drugs and make recommendation based on its findings to Commissioners Court for possible action.

MOTION WITHDRAWN.

Moved by Commissioner Meyers that Fort Bend County enter into direct provider contract with hospitals providing health care to Fort Bend County officials and employees effective immediately.

MOTION WITHDRAWN.

**item #18 continued - Discuss and consider taking action on insurance committee recommendations for 1998. (Commissioner Pct. 3)**

Moved by Commissioner Prestage, Seconded by Commissioner Lutts, with Commissioner O'Shieles, Judge Rozell and Commissioner Meyers voting no, to rescind previous motion on spouse's insurance coverage.

MOTION FAILS.

Moved by Commissioner Prestage, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to rescind previous motion on spouse's employer health insurance coverage for further review as recommended by Bud Childers, County Attorney.

19. **Consider approving renewal agreement with Fort Bend County Museum Association in the amount of \$17,000.00. (County Attorney)**

Pass.

20. **Consider approving request by Teresa Herrera for variance to septic system rules. (Health)**

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve request by Teresa Herrera for variance to septic system rules. (Health)

21. **Consider approving pay application #2 in the amount of \$65,265.75 from Bass Construction Co. for construction of Fulshear / Simonton Branch Library. (Library)**

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve pay application #2 in the amount of \$65,265.75 from Bass Construction Co. for construction of Fulshear / Simonton Branch Library.

22. **COMMUNITY DEVELOPMENT: consider approving the following: (1) Rust Lichliter/Jameson to provide engineering services for the Four Corners Area Water and Wastewater Planning Study; (2) FY 1997 Grant Agreements and Funding Approvals between Fort Bend County and HUD for the Community Development Block Grant, Emergency Shelter Grant, and HOME Program Grant.**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve FY 1997 Grant Agreements and Funding Approvals between Fort Bend County and HUD for the Community Development Block Grant, Emergency Shelter Grant, and HOME Program Grant.

Postpone item 22(1).



- 23. ELECTIONS: consider approving the Order of Election to be held on November 4, 1997, 14 Constitutional Amendments.**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve the Order of Election to be held on November 4, 1997, 14 Constitutional Amendments.

- 24. ENGINEERING: consider approving the following:**
- (1) application from Durwood Greene Construction Company to construct three driveway tie-ins on First Colony Boulevard, Pct. 4;**
  - (2) application from Joel A. Trimm Construction Company to do two boreings, 8" water line and 24" R.C.P. storm sewer under Castlemont, Pct. 3;**
  - (3) releasing cashier check #6775002569 in the amount of \$2,000 to Jim Elam /Mohammed Dean for completion of work at 7910 Fresno Drive, Pct. 3;**
  - (4) application from Entex, a division of Houston Industries to bury a 3/4" steel H.D. service line under Voss Road, Pct. 3;**
  - (5) accepting Safeco Insurance Company of America perpetual bond #5893554 for Southwestern Bell Telephone Company;**
  - (6) plat for Canyon Gate, Cinco Ranch, Section 1, Pct 3.**
  - (7) authorizing a payment to Entex for \$2,500.00 in connection with a gas line adjustment on East End Annex project.**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve item 24(1) through 24(7).

- 25. PARKS/RECREATION: consider accepting check in the amount of \$225.00 from the Boy Scouts of America for Kitty Hollow Park and place funds in The Kitty Hollow Park Fund Account.**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to accept check in the amount of \$225.00 from the Boy Scouts of America for Kitty Hollow Park and place funds in The Kitty Hollow Park Fund Account.

- 26. TAX ASSESSOR / COLLECTOR:**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to record the Tax Assessor / Collector's August, 1997, monthly report in the minutes.

- 27. PURCHASING:**

**(1) consider authorizing advertising for bids for the following: (a) gasoline; (b) diesel; (c) printing election ballots; (d) uniforms and leather for SO; (e) high demand books; (f) janitorial services; (g) food; (h) furniture; (I) Traffic signs/posts/supplies; (j) 1998 Police package automobiles; (k) 1998 Pickup trucks; (l) Police package automobiles (10 day delivery); (m) 15 foot shredders; (n) rubber-asphalt crack sealing compound; (o) statement of qualifications for Delinquent Tax Attorney;**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to authorize advertising for bids for 27(1)(a) through 27(1)(n) as presented by Gilbert Jalomo, Purchasing Agent.

**item #27 continued-Purchasing:**

**(o) statement of qualifications for Delinquent Tax Attorney;**

Moved by Commissioner Prestage, Seconded by Commissioner Lutts, duly put and carried (3-1), with Commissioner O'Shieles voting no, it is ordered to authorize advertising for bids for statement of qualifications for Delinquent Tax Attorney as presented by Gilbert Jalomo, Purchasing Agent.

**(2) consider taking action on the following: (a) sale of jukebox - Bid #97-083; (b) sale of disk drives - Bid #97-084;**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to accept bid #97-083 from Data Agent in the amount of \$10,000 for sale of jukebox and accept bid #97-084 from Global Computer in the amount of \$780.00 for sale of disk drives as presented by Gilbert Jalomo, Purchasing Agent.

**(3) consider renewing the following term contracts; (a) diesel - Bid #96-080; (b) gasoline - Bid #96-081;**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to renew term contracts through December 31, 1997 with O'Rourke Petroleum Products and ADA Resources for diesel and gasoline as presented by Gilbert Jalomo, Purchasing Agent.

**(4) consider authorizing the purchase of one used mini passenger bus for the Parks Department;**

Moved by Commissioner Lutts, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to authorize the purchase of one used mini passenger bus for the Parks Department subject to Vehicle Maintenance approval as presented by Gilbert Jalomo, Purchasing Agent.

**(5) consider granting an exemption to the competitive bid requirements as authorized by §262.024 Texas Local Government Code for the purchase of a professional service from UTMB for indigent health care services.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to grant an exemption to the competitive bid requirements as authorized by §262.024 Texas Local Government Code for the purchase of a professional service from UTMB for indigent health care services as presented by Gilbert Jalomo, Purchasing Agent.

**28. 9:30 a.m. - Hold Public Hearing and consider taking action on the installation of traffic control devices in C.J. Dickerson Estates and Rio Brazos Subdivision, Pct. 4.**

No public comments.

Moved by Commissioner Lutts, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), to accept County Engineer traffic control plan in C.J. Dickerson Estates and Rio Brazos Subdivision, Pct. 4.

**29. Consider approving plat for Foodmaker Subdivision #3903 (Jack-In-The-Box), Pct. 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve plat for Foodmaker Subdivision #3903 (Jack-In-The-Box).

**30. Approve bills.**

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

**Recess:**

Recessed at 10:10 a.m.

**Closed Session:**

Convened at 10:44 a.m.  
Adjourned at 11:07 a.m.

**31. Meet in Closed Session to discuss the following matters: (1) Threatened Litigation; (2) Litigation: Torres vs. Fort Bend County, et al; Cause #H-95-CV-3898; (3) Land Matters (Pct. 1), as authorized by TXGov.Code.Sec. 551.071/072; and consider taking action in Open Session.**

**(2) Litigation: Torres vs. Fort Bend County, et al; Cause #H-95-CV-3898:**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to reallocate \$12,000 for that case and have the County Attorney reallocate for other purposes.

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

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to authorize County Attorney to seek appraisal for property in Pct. 1.

**32. Adjournment.**

Commissioners Court adjourned at 11:14 a.m. on Tuesday, September 23, 1997



**There are 3091 counties in the United States. The following Report Card reveals the relative strength of Fort Bend County to all other counties in the nation.**

*Epilogue:*

For over a decade Fort Bend County has been working to form tight relationships at the intersection of business, government, education and the community sectors through the Greater Fort Bend Economic Development Council, which provides a unique ability to set longer-term development goals that cross the geo-political boundaries within the county.

Fort Bend has moved forward by constantly measuring its progress against regional, state and national standards, evaluating its strengths and weaknesses at regular intervals, accentuating the positives and eliminating the negatives. In a process we call "AVERAGING UP", we attempt to set new standards of excellence for ourselves. We believe that our human capital is linked directly to our economic performance; that we must offer a quality of life that will attract and retain intelligent educated people which are essential to high-value activities; that a dynamic economy depends on building a strong community; that our process rules need to be inclusive; and that a world class economy requires a world class community.

It is the goal of the Greater Fort Bend Economic Development Council that Fort Bend becomes a World Class County.

*Herbert W. Appel, Jr., President, GFBEDC*

**A REPORT CARD ON  
The Economic & Demographic  
EXCELLENCE  
Of  
Fort Bend County, Texas**



**Greater Fort Bend Economic  
Development Council**

“The demographic excellence of our people combined with a first class business and residential environment is the key to our ability to compete and win in the global economy.”

*R.C. Brown, III, Chairman, GFBEDC*

“Our economic and demographic excellence is the result of a long term public/private sector economic development process which has been coordinated by the Greater Fort Bend Economic Development Council, and facilitated by the governmental entities, the Chambers of Commerce and the community organizations who provide niche services that help promote our excellence.”

*Fort Bend County Judge, Michael D. Rozell*

“Fort Bend County has emerged as a utopia of sorts—an unheralded center of explosive growth, a magnet for educated, non-union, ethnically diverse workers who own their own homes, earn higher-than-average incomes and live in nuclear families.”

*The Wall Street Journal*

“The Texas of the 90’s is perhaps best explained through the explosive growth and emerging character of previously unheralded Fort Bend County. Population surveys place this county third among the nation’s fastest-growing white-collar addresses, and its rapid development reflects a trend that is likely to make the state stronger in years to come.”

*The Washington Post*

<b>Fort Bend’s Report Card in a Class of 3091 Counties</b>				
<b>FACTOR</b>	<b>U.S. PERCENTILE</b>	<b>U.S. RANK</b>	<b>GRADE</b>	<b>SOURCE</b>
<b>Employment Growth</b>	99%	4th	A+	Woods & Poole Economics
<b>Economic Strength Index</b>	99%	10th	A+	Woods & Poole Economics
<b>Percentage of Traditional Families</b>	99%	8th	A+	American Demographic Magazine
<b>Crime Rate per 100,000:</b> Fort Bend County—2865.3      U.S.—5277.6	46% Below the National Average		A+	Dept. of Public Safety
<b>Population Annual Average Growth Rate</b>	98%	34th <small>(3rd among counties over 250,000)</small>	A+	Woods & Poole Economics
<b>Educational Attainment:</b> % of Population completing 4 years of college	97%	92nd	A	U.S. Census
<b>High School Completion Rate</b>	88%	391st	B	U.S. Census
<b>Mean Household Income</b>	96%	120th	A	Woods & Poole Economics
<b>Households with Money:</b> Income 100-124.9K Income 125-149.9K Income 150K or more	96% 96% 95%	123rd 124th 135th	A A A	Woods & Poole Economics
<b>Total Earnings of Employees</b>	90%	282nd	A-	Woods & Poole Economics
<b>Woods &amp; Poole Wealth Index</b>	92%	220th	A-	Woods & Poole Economics
<b>Unemployment Rate: (3.7%)</b>	78%	663rd	C+	Woods & Poole Economics
<b>Persons Per Household: (3.15)</b>	98%	57th	A+	U.S. Census
<b>Ethnic Diversity</b>	99%	9th	A+	U.S. Census
<b>Total Population of the County</b>	95%	171st	A	U.S. Census
<b>Median Age of Population (31.99)</b>	90%	293rd	A-	U.S. Census

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1997

167

On this the 23 day of September 1997, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 22, 1996, the Court heard and approved the budget for the year 1997 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred and 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: Vehicle Maintenance Department #: 028

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Shop supplies</u>	<u>010-028-0280-9001</u>	<u>500<sup>00</sup></u>

TOTAL TRANSFERRED TO: \$ 500<sup>00</sup>

TRANSFER FROM:

<u>Pants</u>	<u>010-028-0280-7019</u>	<u>500<sup>00</sup></u>

TOTAL TRANSFERRED FROM: \$ 500<sup>00</sup>

EXPLANATION:

To cover expenses through out 1997, that must come from this line.

Department Head: [Signature] Date: 9-8-97

THE COUNTY OF FORT BEND

~~ROUND DOLLARS ONLY~~

BY: [Signature]  
Mike D. Rozell, County Judge



IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1997

AGENDA ITEM

5  
9/23/97

On this the 23RD day of SEPTEMBER, 1997, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 22, 1996, the Court heard and approved the budget for the year 1997 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred and 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: ENGINEERING Department #: 043

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>TEMPORARY/PARTTIME</u>	<u>010-043-0430-0201</u>	<u>\$22,000.00</u>

TOTAL TRANSFERRED TO: \$ 22,000.00

TRANSFER FROM:

<u>LANDFILL</u>	<u>010-043-0430-4200</u>	<u>\$22,000.00</u>

TOTAL TRANSFERRED FROM: \$ 22,000.00

EXPLANATION: TO COMPENSATE FOR PART TIME WORKERS WORKING AT THE LANDFILL REGARDING "THE LANDFILL CLOSURE".

Department Head:

*[Signature]*

Date:

9/16/97

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY:

*[Signature]*

Mike D. Rozell, County Judge



IN: THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1997

On this the 23 day of September, 1997, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 22, 1996, the Court heard and approved the budget for the year 1997 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred and 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: DISTRICT CLERK Department #: 004

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
PROPERTY & EQUIPMENT	1010	10,000.00
TOTAL TRANSFERRED TO: s		10,000.00

TRANSFER FROM:

OFFICE SUPPLIES	1062	10,000.00
TOTAL TRANSFERRED FROM: s		10,000.00

EXPLANATION: TO PURCHASE ONE KONICA MODEL 4155 PHOTOCOPIER AND ONE KONICA MODEL 4145 PHOTOCOPIER -- TO REPLACE (2) OLD COPIER THAT ARE TO SLOW.

Department Head: G. Hopkins Date: 9-12-97

THE COUNTY OF FORT BEND BY: Mike D. Rozell, County Judge

ROUND DOLLARS ONLY

107

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 1997

On this the 23rd day of September, 1997, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 22, 1996, the Court heard and approved the budget for the year 1997 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred and 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 Attorney Department #: 54

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Conference + Training</u>	<u>0701</u>	<u>1600.00</u>
TOTAL TRANSFERRED TO: \$		<u>1600.00</u>

TRANSFER FROM:

<u>fees + service</u>	<u>4010</u>	<u>1600.00</u>
TOTAL TRANSFERRED FROM: \$		<u>1600.00</u>

EXPLANATION: new attorney to attend Government Civil Practice seminar

Department Head: X Ben W. Chidley Date: 9.16.97

THE COUNTY OF FORT BEND ROUND DOLLARS ONLY

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

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 1997

105

On this the 23 day of September, 1997, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on October 22, 1996, the Court heard and approved the budget for the year 1997 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred and 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: General Fund Department #: 045

**TRANSFER TO:**

LINE-ITEM NAME	NUMBER	AMOUNT
<u>FEES / SERVICES</u>	<u>4010</u>	<u>\$150,000.00</u>
TOTAL TRANSFERRED TO: \$		

**TRANSFER FROM:**

<u>CONTINGENCY</u>	<u>4040</u>	<u>\$150,000.00</u>
TOTAL TRANSFERRED FROM: \$		<u>\$150,000.00</u>

EXPLANATION: TO FINISH OUT THE YEAR IN FEES/SERVICES.

Department Head: Mike D. Rozell Date: 9-17-97

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

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



COPY MACHINE MAINTENANCE  
AND PURCHASES

1997 budget:	\$67,000.00
Monthly maintenance for January thru August:	(37,261.92)
Miscellaneous repairs not covered under contract:	(964.96)
Purchase of thirteen (13) drums:	(6,496.00)
Purchase of eleven (11) refurbished copiers:	<u>(23,695.00)</u>
DEFICIT:	(1,417.88)
Anticipated monthly maintenance for September thru December:	(19,200.00)
Anticipated miscellaneous repairs not covered and drums:	<u>(1,382.12)</u>
ANTICIPATED DEFICIT:	(22,000.00)

# FORT BEND COUNTY TRAVEL AUTHORIZATION

**TO: COMMISSIONERS COURT**

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

Steve Raborn, Elections Administrator will be attending Election  
Management Training Center / XX American Information Systems, Inc. (AIS)  
Training Classes Beginning October 6 and ending October 9, 1997.

DATE OF DEPARTURE: October 6, 1997

DATE OF RETURN: October 9, 1997

DESTINATION: Omaha, NE

PURPOSE OF TRIP: Training on AIS equipment for conduct of elections.

MODE OF TRANSPORTATION: Air

FUNDING SOURCE: Travel Ex. from budget.

\*\*\*\*\*

DEPARTMENT HEAD APPROVAL: Elections Administration, Steve Raborn  
Name & Department

DATE: September 15, 1997

Stephen R Raborn Steve Raborn  
Signature

\*\*\*\*\*

APPROVED COMMISSIONERS COURT: Presiding Official Mike V. Hoell

Date 9-23-97

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

# Vinson & Elkins

ATTORNEYS AT LAW

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

HOUSTON, TEXAS 77002-6760

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

10/1

WRITER'S TELEPHONE

(713) 758-2674

WRITER'S FAX

(713) 615-5371

September 17, 1997

VIA FEDERAL EXPRESS

The Honorable Michael D. Rozell  
Fort Bend County Judge  
309 S. 4th Street, Suite 719  
Richmond, Texas 77469

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

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

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

Commissioner Grady Prestage  
Fort Bend County Precinct 2  
2725 Highway 521 North  
Fresno, Texas 77545

Re: **Fort Bend County Levee Improvement District No. 10**  
Appointment of New Directors

Dear Judge and Commissioners:

In conjunction with the appointment of a new Board of Directors of Fort Bend County Levee Improvement District No. 10, please find enclosed the Order Appointing Directors for Fort Bend County Levee Improvement District No. 10.

All three members of the previous Board of Directors resigned because they were unable to perform their duties due to other obligations.

We respectfully request that you consider the appointments of Doyle Reynolds, Warren Espey and Don Burns at the Commissioners' Court meeting on Tuesday, September 23, 1997. Doyle Reynolds, Warren Espey and Don Burns are residents of Fort Bend County and are very interested in serving on the Board.

::ODMA\SOFTSOL\311\VEHOU09\38851\0

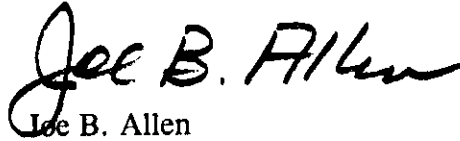
*mailed  
orig to Joe Allen of V&E on 9/25/97 fm*

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

Commissioners' Cou  
September 17, 1997  
Page 2

Thank you for your attention to this matter. If you have any questions please call me at  
(713) 758-2674.

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



Joe B. Allen

Enclosures  
cc w/ encl.: Mr. Bud Childers



ORDER APPOINTING DIRECTORS FOR  
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 10  
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND    §

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, desires to appoint Doyle Reynolds, Warren Espey and Don Burns to serve as Directors for the District until their successors shall be appointed and qualified; and

WHEREAS, Doyle Reynolds, Warren Espey and Don Burns are over eighteen years of age, resident citizens of the State of Texas, otherwise qualified by law to serve as Directors of the District, and not disqualified from serving as Directors of the District by reason of any law; and

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

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

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


Section 2: That Doyle Reynolds, Warren Espey and Don Burns be and hereby are appointed as Directors of Fort Bend County Levee Improvement District No. 10, of Fort Bend County, Texas, to serve in that capacity until their successors shall be appointed and qualified.

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

PASSED AND ADOPTED this 23rd day of September, 1997.

  
County Judge

ATTEST

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


THE STATE OF TEXAS     §  
                                      §  
COUNTY OF FORT BEND   §

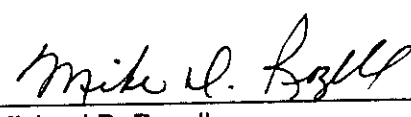
CERTIFICATE FOR ORDER

We, the undersigned officers of the Commissioners' Court (the "Court") of Fort Bend County, Texas, (the "County") do hereby certify as follows:

1. That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified.
2. That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the order described therein; and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.
3. That a true and complete copy of the order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt.
4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes; and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting.
5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject.
6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

SIGNED AND SEALED THE 23rd day of September, 1997.

  
\_\_\_\_\_  
Dianne Wilson  
County Clerk

  
\_\_\_\_\_  
Michael D. Rozell  
County Judge

# MEMORANDUM

**To:** Michael D. Rozell, County Judge  
R.L. "Bud O'Shieles, Commissioner Pct. 1  
Grady Prestage, Commissioner Pct. 2  
Andy Meyers, Commissioner Pct. 3  
Bob Lutts, Commissioner Pct. 4

**From:** Jeff Garrett, Chief County Sanitarian *JAG*

**Subject:** Commercial Waste Haulers Ordinance

**Date:** September 17, 1997

Fort Bend County Environmental Health and the Fort Bend County Attorney Office would like to place this ordinance on the September 23, 1997 Commissioners Court agenda for passage. If you have any questions, please feel free to contact this office. Thank you.

*orig sent to Jeff Garrett on 9/25/97 Lm*

**FORT BEND COUNTY LICENSING AND REGULATION OF  
COMMERCIAL WASTE HAULERS ORDINANCE**

AN ORDINANCE LICENSING AND REGULATING SOLID WASTE HAULERS IN FORT BEND COUNTY; ESTABLISHING REQUIREMENTS FOR OBTAINING AND RENEWING A LICENSE; SETTING THE LICENSE FEE; DETERMINING STANDARDS OF TRANSPORTING THE WASTE; ESTABLISHING GROUNDS FOR SUSPENSION OR REVOCATION OF LICENSE; PROVIDING AMOUNT OF SURETY BOND AS AN ASSURANCE OF PERFORMANCE .

This Ordinance is adopted pursuant to the authority conferred by County Regulation of Transportation of Waste; Subchapter B. Regulation And Licensing Of Waste Haulers; V.T.C.A. Health and Safety Code Section 368.012 and inclusive of Section 368.018. It is hereby found that the illegal dumping of waste by commercial waste haulers is a threat to the public health, safety or welfare of Fort Bend County. Accordingly, it is declared:

- (1) that the illegal dumping of waste by commercial waste haulers is a nuisance and a threat to the public health, safety and welfare of persons and property; and
- (2) that the prevention of this nuisance should be accomplished to the full extent legally allowed by law.

IT IS HEREBY ORDAINED BY THE FORT BEND COUNTY COMMISSIONERS COURT AS FOLLOWS:

**SECTION I: SHORT TITLE**

This Ordinance shall be known and may be cited as "Commercial Waste Haulers Ordinance".

**SECTION II: DEFINITIONS**

As used in this ordinance:

- (1) "Waste" means:
  - (A) animal and vegetable waste materials resulting from the handling, preparation, cooking, or consumption of food;
  - (B) discarded paper, rags, cardboard, wood, rubber, plastics, yard trimmings, fallen leaves, brush materials, and similar combustible items; and

(C) discarded glass, crockery, tin or aluminum cans, metal items, and similar items that are noncombustible at ordinary incinerator temperatures.

(2) "Waste hauler" means a person who, for compensation, transports waste by the use of a motor vehicle.

(3) "Sanitary" means condition of good order and cleanliness that precludes the probability of disease transmission according to Health and Safety Code Section 341.001(7).

(4) "License" means through designated fee the right for compensated waste haulers to transport waste in unincorporated areas of Fort Bend County.

(5) "Department" means Fort Bend County Environmental Health Department.

(6) "Manifest" means receipt of having deposited waste at a licensed landfill.

(7) "Sealed" means container susceptible to spillage or leakage be made spill/leak-proof. Refuse must be contained in plastic bags. Lumber products, tree-trimming debris or brush must be bound to prevent loss of debris from vehicle/trailor.

### SECTION III: LICENSING AND FEE

In order to carry out the provisions of this Ordinance, the Department will issue a license for a **fee of \$150.00 per vehicle per year**. The license term is from January 1 through December 31 of each year and will be renewable upon expiration.

Applications for license shall be made to the Department upon a form furnished by them. The application will be promptly considered and granted or denied by the Department.

### SECTION IV: EXEMPTION

This ordinance does not apply to waste haulers that transport:

(1) material as part of a recycling program; or

(2) salt water, drilling fluids, or other waste associated with the exploration, development, and production of oil, gas, or geothermal resources; or

(3) regularly in **more than three** counties. To qualify, the waste hauler must show a manifest or license, whichever applies; or

(4) waste on behalf of a municipality or other governmental entity, except;

Fort Bend County requires a waste hauler who is transporting waste on behalf of a municipality

or other governmental entity to have a waste hauler license if the hauler deposits any part of that waste in a county other than the county in which all or part of the municipality or other governmental entity is located.

### **SECTION V: STANDARDS OF OPERATION**

In addition to the above stated, the following are standards that govern the transportation of waste in unincorporated areas of Fort Bend County:

1. Vehicle/trailor must have name of company and telephone number of company displayed in two-inch lettering on both driver and passenger side of the vehicle/trailor.
2. The bottom and sides of the waste hauling equipment must be sealed to prevent waste leakage.
3. The waste hauling equipment must be kept in good sanitary condition.
4. Waste must be bound by an appropriate cover, tarpaulin or be packed in plastic bags for safekeeping upon and within the waste hauling equipment.
5. The waste must be hauled to and deposited at a licensed landfill; a manifest evidencing the deposit of the waste must be provided upon request

### **SECTION VI: BOND**

An applicant for a waste hauler license must execute a surety bond in the amount of \$10,000 for the first vehicle and \$20,000 for any two or more vehicles that is payable for the use and benefit of Fort Bend County or any other person(s) harmed by the waste hauler's actions.

### **SECTION VII: VIOLATION AND SUSPENSION**

It shall be the duty of the Department to administer and enforce the regulations prescribed herein. Therefore, should any licensed waste hauler be in violation of this Ordinance, a warning citation may be issued for the first violation. For any subsequent violations the license will be revoked or suspended, whichever appropriate, upon determination of the penalty for the offense by the Chief Sanitarian or appointee.

### **SECTION VIII: REMEDIES AND PENALTIES**

Each violation of this Ordinance shall entitle Fort Bend County to any one or all of the following remedies:

1. Suspension or Termination of license
2. Revocation of Surety bond
3. Injunctive relief to enjoin the continuation of the violation or threatened violation.

4. A criminal penalty of not more than \$500.00 fine for a Class C misdemeanor offense. A separate offense occurs on each day that all the elements of the offense exist.

### SECTION IX: CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, the more stricter provision or requirement shall govern and prevail.

### SECTION X: SEVERABILITY

Should any of the provisions of this Ordinance or the application thereof be held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

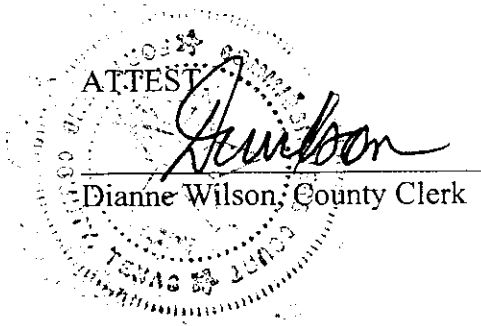
### SECTION XI: EFFECTIVE DATE

The effective date of this Ordinance is November 1, 1997 following passage by the Commissioner's Court and publication and posting as required by law.

Adopted by the Commissioners Court of Fort Bend County on this 23 day of

Sept 1997.

BY: Mike D. Rozell  
Michael D. Rozell  
Fort Bend County Judge





**COUNTY ATTORNEY**  
FORT BEND COUNTY, TEXAS

16

BEN W. "Bud" CHILDERS  
County Attorney

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

September 10, 1997

The Honorable Michael D. Rozell  
County Judge  
Fort Bend County


Re: Instructional Agreement between Fort Bend County Mamie George Branch Library  
and Fort Bend Independent School District

Dear Judge Rozell:

The above agreement has been reviewed by this office and is approved as to form. This is a renewal of a previous agreement under which the Library provides training in various positions to FBISD students. The County will not assume any liability and FBISD agrees to indemnify the County for any losses incurred.

Please place this item on the September 23, 1997 agenda for consideration by Commissioners Court.

Very truly yours,

  
James Stavinoha, Assistant County Attorney

/lj:cover.let:2479-36

xc: Commissioner R. L. O'Shieles  
Commissioner Grady Prestage  
Commissioner Andy Meyers  
Commissioner Bob Lutts  
Roman Bohachevsky, Librarian

orig to Roman Bohachevsky on 9/25/97 fm



COMMUNITY BASED INSTRUCTIONAL AGREEMENT  
between  
FORT BEND INDEPENDENT SCHOOL DISTRICT  
and  
MAMIE GEORGE BRANCH LIBRARY

This agreement between Fort Bend Independent School District and Mamie George Branch Library is for the implementation of a community based training program for the Dulles High School Adult Program to benefit persons with handicaps within the community. The term of this agreement shall be for the school year 1997-98, beginning August 14, 1997 and ending May 28, 1998.

1. Students participating in the community based training will be under the supervision of staff from Fort Bend I.S.D. All training, however, will be under the direction and approval of the hosting business
2. Students will observe the same rules and regulations as employees.
3. Fort Bend I.S.D. will designate a campus member to work cooperatively with an appointed person from the hosting business in order to plan, implement, and evaluate the effectiveness of the community based training program. The appointed personnel will work cooperatively maintain open communication and advise each other of policies, rules, and regulations of respective institutions.

**AGENCY RESPONSIBILITIES**

1. Provide transportation to and from the community based training site.
2. Provide appropriate instruction for each student.
3. Supervise the conduct of each student.
4. Assure Mamie George Branch Library that all instruction and training conducted at the facility I is consistent with policies, procedures, rules and regulations.
5. A trainer from the Fort Bend I.S.D. will be on site at all times to supervise and instruct students.
6. Provide parents, legal guardians and/or the student with information pertaining to supplemental insurance coverage, if available.
7. Assure that each student participating in the program is physically fit and has current immunization records.
8. Assure that each student's educational plan will reflect community based job training.

**BUSINESS RESPONSIBILITIES**

1. Through prearranged scheduling with the Fort Bend campus staff, Mamie George Branch Library will designate space for the job team and trainers to work.
2. Designate specific job tasks to be completed at the community based training site. These responsibilities should sample a wide range of entry-level jobs and not limited training to one particular entry level position.

3. Provide information to the High School Adult Program regarding health records required of their employees.
4. Mamie George Branch Library will replace and/or repair materials used by the job team just as it would replace and/or to repair materials used by their employees.
5. Mamie George Branch Library will secure or arrange for emergency or hospital care as needed, by the student or trainer while at the facility just as they would for any of their employees. In securing or providing for emergency care, responsibility for treatment or related expenses remains with the parents or guardian or student.

#### ADDITIONAL ASSURANCES

1. Fort Bend Independent School District considers the community based training site a part of the curriculum implementation for developmentally disabled students. Mamie George Branch Library does not assume any liability under any law for any student performing, receiving training or traveling to and from the based training site.
2. The students participating in the community based training program will not receive money or wages for any training provided. The students job duties will not displace or replace employees.
3. To the extent permitted by law, Fort Bend I.S.D, agrees to indemnify and hold harmless , Mamie George Branch Library, its employees, and/or patrons against any and all claims, liabilities, and losses arising by acts or omissions on the part of Mamie George Branch Library , its staff, and/or students in conducting the community based training program, including travel to and from the community based site.
4. Fort Bend I.S.D. agrees to maintain worker's compensation insurance coverage for the Fort Bend I.S.D. staff while they are participating in community based training.

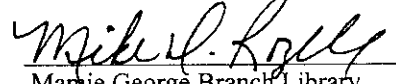
FORT BEND INDEPENDENT SCHOOL DISTRICT

By: 

Principal

8/17  
Date

FORT BEND COUNTY

  
Mamie George Branch Library  
Representative

9/23/97  
Date

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE  
AGREEMENT BETWEEN FORT BEND COUNTY AND  
FORT BEND INDEPENDENT SCHOL DISTRICT**

On this the 23 day of September, 1997, the Commissioners Court  
of Fort Bend County, Texas, upon motion of Commissioner Prestage,  
seconded by Commissioner O'Shields duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge is hereby authorized to execute the  
Agreement with FBISD for a community based training program to benefit persons with handicaps.  
Said agreement is attached hereto for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE  
THE TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY  
AND TURNER ADREAC DEVELOPMENT COMPANY**

On this the 23 day of September, 1997, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Sutts, seconded by Commissioner Meyers, duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge execute the Tax Abatement Agreement between Fort Bend County and Turner Adreac Development Company. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

*2 rings to Laura - Co Atty on 10/6/97*

STATE OF TEXAS §

COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY  
AND TURNER ADREAC DEVELOPMENT COMPANY**

This Tax Abatement Agreement (Agreement) is made between **Fort Bend County**, ("County") a body politic, acting herein by and through its Commissioners Court, and **Turner Adreac Development Company**, as Owner.

**1. Authorization and Findings.** This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, codified as Chapter 312 of the Texas Tax Code, as amended.

The Fort Bend County Commissioners Court finds that:

- (a) The County has adopted Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones as required by law.
- (b) The applicant's request for tax abatement conforms with those Guidelines and Criteria.
- (c) The City of Sugar Land has created Reinvestment Zone No. 27, in which the property subject to tax abatement will be located.
- (d) No official of the County has an interest in the property subject to this Agreement.
- (e) This Agreement has been approved by the affirmative vote of a majority of Fort Bend County Commissioners at a regularly scheduled meeting.

**2. Definitions.**

- (a) **County** means Fort Bend County, Texas
- (b) **Commissioners** means the Commissioners Court of Fort Bend County, Texas.
- (c) **District** means the Fort Bend County Central Appraisal District.
- (d) **Improvements** mean a six story office building containing at least 150,000 square feet of floor space, a parking garage providing parking for at least thirty percent (30%) of the required parking for the office building, and the related sidewalks, parking lots, outdoor lighting, and landscaping, all as shown in Exhibit "A", attached to and incorporated into this Agreement by reference.

- (e) **Land** means the Owner's real property described in Exhibit "B", attached to and incorporated into this Agreement by reference.
- (f) **Owner** means Turner Adreac Development Company, the proposed owner of the real property subject to this Agreement, or other person or entity to which this Agreement is hereafter assigned.
- (g) **Personal Property** means any property classified as tangible personal property by the District, other than inventory or supplies, located within that portion of the office building leased and occupied by Fairfield Industries, Incorporated during the term of the tax abatement.
- (h) **Value** means the appraised value as shown on the records of the District.

3. **Responsibilities of Owner.** In consideration of receiving the tax abatement granted herein, the Owner represents and agrees:

- (a) That construction of the Improvements, other than tenant improvements, will be completed before **January 1, 1999.**
- (b) That the construction costs of the Improvements, including engineering, architectural, financing, and similar soft costs, will be approximately **\$11,250,000.**
- (c) That the Improvements will also meet the following conditions:
  - (1) The office building will have a maximum height of 85 feet, measured from the ground to the building eave;
  - (2) The parking garage will have a maximum height of 36 feet; and
  - (3) The portion of the parking garage facing Alkire Lake Drive will be a solid wall.
- (d) If construction of the Improvements begins before the landscaping requirements contained in the proposed zoning ordinance being considered on the effective date of this Agreement are adopted, the Owner will not cut, trim, modify or disturb any of the trees or vegetation now existing along or between that portion of the right-of-way of Alkire Lake Drive and the Owner's Land, whether located on or off the Owner's Land, without the prior written consent of the Fort Bend County Commissioners Court. The Owner will plant and thereafter maintain along the entire length of the solid wall of the parking garage facing Alkire Lake Drive, evergreen vines, of the number and type specified by the County, to provide vegetative cover for the wall of the parking garage.

- (e) That there will not be any streets, driveways, or other vehicular access provided from the Land to Alkire Lake.
- (f) That on January 1, 1999, the Personal Property will have a value of at least \$500,000.00.
- (g) That at least 50,000 square feet of floor space within the office building shall be continuously leased and occupied by Fairfield Industries Incorporated from July 1, 1998, through September 30, 2009. If Owner breaches this provision, the Owner's tax abatement under this Agreement shall be limited to 500% of the value of the Improvements over the term of the Agreement. If at time the breach occurs, the Owner has received more than 500% abatement on the value of the Improvements, the Owner shall be liable to and shall pay to the County the amount of ad valorem taxes abated in excess of the 500%, with interest and penalties, as provided for in this Agreement for a default.
- (h) That as a condition of receiving any tax abatement on the Improvements, the Owner will acquire fee title to the Land subject to this Agreement.
- (I) That the Owner or Fairfield Industries Incorporated will participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

**4. Tax Abatement**

- (a) In consideration of the Owner constructing the Improvements and complying with all other conditions of this Agreement, the County grants, subject to the conditions of this Agreement, a property tax abatement totaling six hundred seven (607%) on the value of the Improvements and Personal Property, as follows:

<u>Tax Year</u>	<u>Percentage Abatement</u>
1999	100%
2000	100%
2001	100%
2002	100%
2003	100%
2004	100%
2005	7%
<b>TOTAL</b>	<b>607%</b>

- (b) For tax year 2005, an additional abatement of thirty-three percent (33%) of the value of the Improvements and Personal Property is granted if, by January 1, 2005, Fairfield Industries, Inc., relocates its research, development, and

manufacturing facility currently located at 10627 Kinghurst in Houston, Texas, to property located in the County and makes any real property improvements on the property.

- (c) The abatement granted shall not apply to the value of the Land, increases in the value of the Land, to inventory and supplies, or to personal property, except as otherwise provided for in this Agreement.
- (d) If the value of the Improvements is less than \$1,000,000 on January 1, 1999, or on any January 1 thereafter during the term of this Agreement, the abatement granted for the Improvements shall not apply for that year.
- (e) If the value of the Personal Property is less than \$500,000 on January 1, 1999, there shall be no abatement for Personal Property during the term of this Agreement.
- (f) The District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- (g) **THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- (h) On or before May 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Commissioners Court that the Owner is in compliance with each term of this Agreement.

5. **Reports and Access to Building.** The Owner shall allow the County's employees access to the Improvements during regular business hours for the purpose of determining that all terms of this Agreement are being met. Upon the request of the County, the Owner also agrees to submit written information regarding the status of the Improvements as specified in the request.

6. **Term.** This Agreement shall be effective on the date executed by the County. This Agreement shall terminate on December 31, 2009, unless earlier terminated as provided elsewhere herein. The Owner's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.



7. **Default.**

- (a) The County may declare the Owner in default of this Agreement if the Owner: (1) fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Owner and the Owner is thereafter adjudicated bankrupt, or a receiver for the Owner's assets is appointed.
- (b) The County shall notify the Owner of any default in writing specifying the default. The Owner shall have thirty (30) days from the date of the notice to cure any default. If the Owner fails to cure the default, the County may terminate this Agreement by written notice to the Owner.
- (c) If this Agreement is terminated by the County, the Owner agrees that the Owner is liable for and will pay to the County within thirty (30) days of the termination of this Agreement:
- (1) The amount of all property taxes abated under this Agreement;
  - (2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and,
  - (3) Penalty on the amount abated in the year of default, at the rate provided for in the Tax Code for delinquent taxes.
- (d) The Owner also agrees and that the County shall have a lien against the Owner's Land and the Improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

8. **Compliance with State and Local Regulations.** Nothing in this Agreement shall

be construed to alter or affect the obligations of the Owner to comply with any City ordinance or Federal or State law or regulation.

9. **Notice.** All notices shall be in writing. If mailed, any notice or communications shall be sent by certified mail, return receipt requested, by United States mail, and shall be deemed to be received three days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner: Charles H. Turner, President  
Turner Adreac Development Company  
407 Julie Rivers Drive, Suite 102  
Sugar Land, Texas 77478

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

Any party may designate a different address by giving the other party ten days written notice in the manner prescribed above.

10 **Force Majeure.** If by reason of force majeure, the Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten days of the occurrence relied upon. The obligation of the Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. The Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars, or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner.

12. **Entire Agreement.** This Agreement contains the entire agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

13. **Assignment.** This Agreement may not be assigned without the prior written consent of the County.

**FORT BEND COUNTY**

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

Date: 9-23-97

ATTEST:  
Dianne Wilson  
Dianne Wilson, County Clerk

**TURNER ADREAC DEVELOPMENT COMPANY**

By: Charles H. Turner  
Charles H. Turner, President

Date: 9-16-97

Attachments: Exhibit A - Drawing showing improvements.  
Exhibit B - Metes and Bounds Description of Land.

# U.S 59 - SOUTHWEST FREEWAY

S.18°24'36"E. - 28.67'

S.26°06'17"W. - 489.77'

Fnd. 5/8 I.R.  
Beers-S. 60°33'W.  
0.92' P.O.B.

Existing R.O.W.

25' Building Line & Greenbelt

COMMERCIAL RES  
6.05 AC  
SUGAR CREEK C

COMMERCE GREEN BLVD.

100' R.O.W.

R = 1180.69  
L = 902.13

25' Building Line & Greenbelt

R = 2993.00

L = 821.99

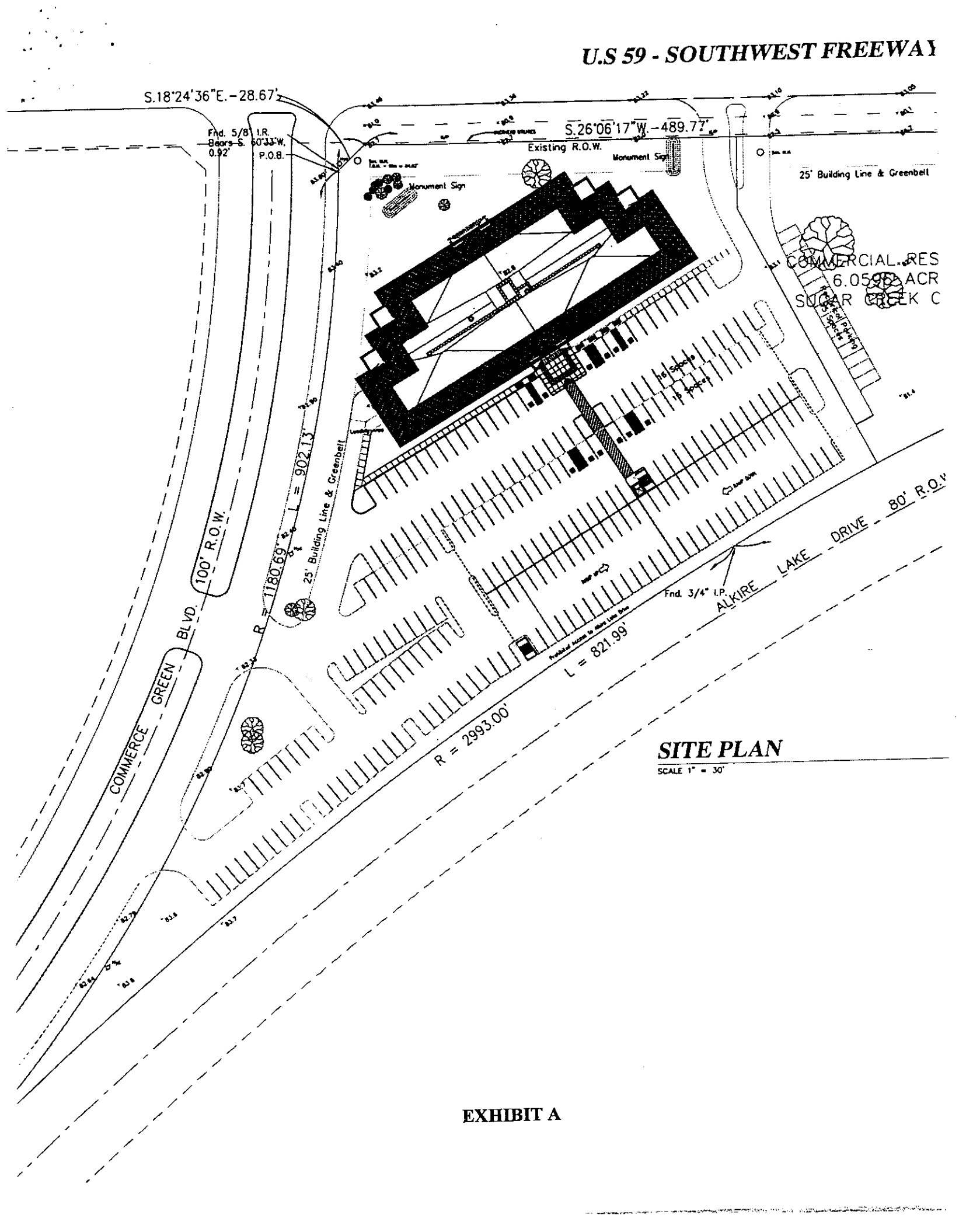
Fnd. 3/4" I.P.  
ALKIRE LAKE DRIVE

80' R.O.W.

## SITE PLAN

SCALE 1" = 30'

### EXHIBIT A



**METES AND BOUNDS DESCRIPTION  
3.841 ACRES OUT OF RESERVE "D"  
SUGAR CREEK CENTER  
FORT BEND COUNTY, TEXAS**

Being a tract or parcel of land containing 3.841 acres (167,321 square feet) situated in the Brown & Bolknap League, Abstract 15, in Fort Bend County, Texas, and being out of and a part of that certain Reserve "D", called 6.0596 acres, out of Sugar Creek Center as recorded in Slide 596B of the Plat Records of Fort Bend County, said 3.841 acre tract being more particularly described by metes and bounds as follows (with all bearings referenced to the subdivision plat):

**BEGINNING** at a 5/8-inch iron rod found for the most easterly northeast corner of said Reserve "D" in Sugar Creek Center, being the southerly corner of a cutback at the intersection of the southwesterly right-of-way line of Commerce Green Boulevard (100 feet wide) with the westerly right-of-way line of U. S. Highway 59 (Southwest Freeway - width varies) as shown in Slide 596/B of the Plat Records of Fort Bend County, being also the most easterly corner of the herein described 3.841 acre tract;

**THENCE** South 26°06'17" West along the westerly line of said U. S. Highway 59 and the easterly line of said Reserve "D", a distance of 278.83 feet to the southeast corner;

**THENCE** North 63°53'43" West, a distance of 54.83 feet to an angle point;

**THENCE** South 88°38'36" West, a distance of 222.85 feet to an intersect with the west line of said Reserve "D" and the east right-of-way line of Alkire Drive (80 feet wide) as recorded in Volume 237, Page 159, of the Deed Records of Fort Bend County;

**THENCE** in a northerly direction, a distance of 124.68 feet along the west line of said Reserve "D" and the east right-of-way line of said Alkire Drive, following the arc of a curve to the left, having a radius of 1928.40 feet, a central angle of 03°42'16" (Chord = N03°18'57"W, 124.66') to the end of said curve;

**THENCE** continuing in a northerly direction, a distance of 792.19 feet along the west line of said Reserve "D" and the east right-of-way line of said Alkire Drive, following the arc of a curve to the left, having a radius of 2993.00 feet, a central angle of 15°09'55" (Chord = N12°49'06"W, 789.88') to an intersect with the southwesterly right-of-way line of said Commerce Green Boulevard as monumented on the ground;

**THENCE** in a southerly direction, a distance of 872.44 feet along the east line of said Reserve "D" and the westerly right-of-way line of said Commerce Green Boulevard, following the arc of a curve to the left, having a radius of 1180.69 feet, a central angle of 42°20'13" (Chord = S41°46'38"E, 852.72') to the POINT OF BEGINNING and containing 3.841 acres (167,321 square feet) of land, more or less.

**EXHIBIT B**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE  
THE TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY  
AND BAKER PETROLITE CORPORATION**

On this the 23 day of September, 1997, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Letts, seconded by Commissioner Meyers, duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge execute the Tax Abatement Agreement between Fort Bend County and Baker Petrolite Corporation. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

3 origo to Laura - Co Atty on 10/6/97

STATE OF TEXAS §

COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY  
AND BAKER PETROLITE CORPORATION**

This Tax Abatement Agreement (Agreement) is made between **Fort Bend County**, ("County") a body politic, acting herein by and through its Commissioners Court, and **Baker Petrolite Corporation**, as Owner.

**1. Authorization and Findings.** This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, codified as Chapter 312 of the Texas Tax Code, as amended.

The Fort Bend County Commissioners Court finds that:

- (a) The County has adopted Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones as required by law.
- (b) The applicant's request for tax abatement conforms with those Guidelines and Criteria.
- (c) The City of Sugar Land has created Reinvestment Zone No. 26, in which the property subject to tax abatement will be located.
- (d) No official of the County has an interest in the property subject to this Agreement.
- (e) This Agreement has been approved by the affirmative vote of a majority of Fort Bend County Commissioners at a regularly scheduled meeting.

**2. Definitions.** In this Agreement:

- (a) **County** means Fort Bend County, Texas
- (b) **Commissioners** means the Commissioners Court of Fort Bend County, Texas.
- (c) **District** means the Fort Bend County Central Appraisal District.
- (d) **Improvements** mean an office and laboratory building, containing approximately 139,000 square feet of space, and related sidewalks, parking facilities and lots, outdoor lighting, and landscaping, all as shown in Exhibit "A", attached to and incorporated into this Agreement by reference.

- (e) **Land** means the Owner's real property described in Exhibit "B", attached to and incorporated into this Agreement by reference.
- (f) **Owner** means Baker Petrolite Corporation, the owner of the real property subject to this Agreement, or other person or entity to which this Agreement is assigned.
- (g) **Personal Property** means any property classified as tangible personal property by the District, other than inventory or supplies, that is located within the office and laboratory building to be constructed as part of the Improvements.
- (h) **Value** means the appraised value as shown on the records of the District.

3. **Responsibilities of Owner.** In consideration of receiving the tax abatement granted herein, the Owner represents and agrees:

- (a) That construction of the Improvements will be completed before January 1, 1999.
- (b) That the construction costs of the Improvements will be approximately **\$15,000,000.**
- (c) That the Personal Property located within the office and laboratory building on January 1, 1999, will have a value of at least \$500,000.
- (d) The Improvements shall be fully occupied by the Owner beginning on January 1, 1999, and shall thereafter, during the remainder of the term of this Agreement, be continuously and fully occupied by the Owner and used for the purposes set forth in the Owner's application for tax abatement.
- (e) To participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

4. **Tax Abatement**

- (a) In consideration of the Owner constructing the Improvements and complying with all other conditions of this Agreement, the County grants, subject to the conditions of this Agreement, a property tax abatement totaling seven hundred fifty percent (750%) on the value of the Improvements and Personal Property, as follows:



<u>Tax Year</u>	<u>Percentage Abatement</u>
1999	75%
2000	75%
2001	75%
2002	75%
2003	75%
2004	75%
2005	75%
2006	75%
2007	75%
2008	75%
<b>TOTAL</b>	<b>750%</b>

- (b) The abatement granted shall not apply to the value of the Land, increases in the value of the Land, or to inventory and supplies.
- (c) If the value of the Improvements is less than \$1,000,000 on January 1, 1999, or on any January 1 thereafter during the term of this Agreement, the abatement granted for the Improvements shall not apply for that year.
- (d) If the value of the Personal Property is less than \$500,000 on January 1, 1999, there shall be no abatement for Personal Property during the term of this Agreement.
- (e) The District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- (f) **THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- (g) On or before May 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Commissioners Court that the Owner is in compliance with each term of this Agreement.

5. **Reports and Access to Building.** The Owner shall allow the County's employees access to the Improvements during regular business hours for the purpose of determining that all terms of this Agreement are being met. Upon the request of the County, the Owner also agrees to submit written information regarding the status of the Improvements as specified in the request.

6. **Term.** This Agreement shall be effective on the date executed by the County.

This Agreement shall terminate on the completion of the abatement period, unless earlier terminated as provided elsewhere herein. The Owner's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

7. **Default.**

(a) The County may declare the Owner in default of this Agreement if the Owner: (1) fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Owner and the Owner is thereafter adjudicated bankrupt, or a receiver for the Owner's assets is appointed.

(b) The County shall notify the Owner of any default in writing specifying the default. The Owner shall have thirty (30) days from the date of the notice to cure any default. If the Owner fails to cure the default, the County may terminate this Agreement by written notice to the Owner.

(c) If this Agreement is terminated by the County, the Owner agrees that the Owner is liable for and will pay to the County within thirty (30) days of the termination of this Agreement:

(1) The amount of all property taxes abated under this Agreement;

(2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and,

(3) Penalty on the amount abated in the year of default, at the rate provided for in the Tax Code for delinquent taxes.

(4) The Owner also agrees and that the County shall have a lien against the Owner's Land and the Improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

8. **Compliance with State and Local Regulations.** Nothing in this Agreement shall be construed to alter or affect the obligations of the Owner to comply with any City ordinance or Federal or State law or regulation.

9. **Notice.** All notices shall be in writing. If mailed, any notice or communications shall be deemed to be received three days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner: Glen Bassett, President  
Baker Petrolite Corporation  
2900 Essex Land, Suite 1200  
Houston, Texas 77027

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

Any party may designate a different address by giving the other party ten days written notice in the manner prescribed above.

10 **Force Majeure.** If by reason of force majeure, the Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten days of the occurrence relied upon. The obligation of the Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. The Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars, or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner.

11. **Entire Agreement.** This Agreement contains the entire agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

12 **Assignment.** This Agreement may not be assigned without the prior written consent of the County.

**FORT BEND COUNTY**

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

Date: 9/23/97

ATTEST:  
Diianne Wilson  
Diianne Wilson, County Clerk

**BAKER PETROLITE CORPORATION**

By: Glen Bassett  
Glen Bassett, President

Date: \_\_\_\_\_

Attachments: Exhibit A - Drawing showing improvements.  
Exhibit B - Metes and Bounds Description of Land.



**RISK MANAGEMENT/INSURANCE DEPARTMENT**  
Fort Bend County, Texas

18

TO: Members of Commissioners Court  
FROM: Insurance Committee  
DATE: September 18, 1997  
RE: Recommendations from Insurance Committee

From information acquired from the Insurance Committee held September 12, 1997, Ms. Kathleen Miller Fort Bend County Risk Manager, proposes the following changes and approximate savings as shown below.

*Chapter 175 do  
Local Government Code*

**1. Dependent Cost**

Current 25.00 bi weekly for 1 or more dependents

<b>Proposed Changes:</b>	Employee	Free
	Spouse	40.00 Bi weekly
	Children	25.00 Bi weekly
	Family	60.00 Bi weekly

Pursuant to Chapter 175 of the Local Government Code, retirees shall pay same.

**APPROXIMATE SAVINGS: \$624,000.00**

8

**2. Prescription Co-Pays**

Current \$2.00 generic  
\$9.00 name brand

**Proposed Changes:** \$5.00 generic  
\$12.00 name brand

**APPROXIMATE SAVINGS: \$114,048.00**

**It was accepted by unanimous vote by all members attending the meeting and is the recommendation to Commissioners Court to adopt these changes effective 1-1-98.**

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September 23, 1997 Commissioners Court Motions (# 18)

- 1.) Move that the co-payment for generic prescription drugs be increased \$3.00 from \$2.00 to \$5.00 and the co-payment for brand name prescription drugs be increased \$3.00 from \$9.00 to \$12.00.
- 2.) Move that the bi-weekly payroll deduction for county officials' and employees' health insurance be increased to \$40.00 for spouse only, \$25.00 for dependent children only and \$60.00 for spouse and dependent children. *Eff 1/1/98*
- 3.) Move that for all county officials and employees whose employed spouse's employer provides health insurance the employed spouse's health insurance be the Primary Carrier for the employed spouse's health insurance coverage and Fort Bend County's health insurance be secondary. *Eff. Immediately*
- 4.) Move that the Fort Bend County enter into Direct Provider Contracts with hospitals providing health care to Fort Bend County officials and employees. *Eff. Immediately*
- 5.) Move that Fort Bend County Risk Management Department investigate the cost and benefits of a "Call First" requirement before Fort Bend County Officials and Employees make a Doctor's Office visit, or receive Outpatient Care or prescription drugs and make recommendations based on its findings to Commissioners Court for possible action.
- 6.) Move that Commissioners Court appoint Jim Edwards, County Budget Officer, Katie Herrington, representing Commissioner Pct. 2, and Kirk Kirkpatrick, Auditor's Office to the Insurance Committee.

All motions effective immediately.

PUBLIC OFFICERS AND EMPLOYEES

§ 175.002

t Individual gages in a strike, vents the municipi- cts any employee rk or to stop or fail or refuse to nicipality, pickets spires to perform

icer's compensa- e in any manner of the date the g duties; and icer shall be on ; civil service sta- ntract of employ- e previously enti-

9. § 4, eff. Sept. 1. ed for expansion] ENFORCEMENT

Generally istrict in which a ication of a party f the other party nder this chapter, porary or perma- other writ, order, his chapter. 39. § 4, eff. Sept. 1,

t When Public Arbitration itration as provid- mployer refuses to ation of the associ- al district in which reside may enforce 1 as to any unset- or other conditions ce officers, or both. ublic employer has shall: to make the affect- mployees' past loss-

(2) declare the compensation or other conditions of employment required by Section 174.021 for the period, not to exceed one year, as to which the parties are bargaining; and

(3) award the association reasonable attorney's fees.

(c) The court costs of an action under this section, including costs for a master if one is appointed, shall be taxed to the public employer.

Added by Acts 1993, 73rd Leg., ch. 269, § 4, eff. Sept. 1, 1993.

Section 174.151 et seq.

§ 174.253. Judicial Review of Arbitration Award

(a) An award of an arbitration board may be reviewed by a district court for the judicial district in which the municipality is located only on the grounds that:

- (1) the arbitration board was without jurisdiction;
(2) the arbitration board exceeded its jurisdiction;
(3) the order is not supported by competent, material, and substantial evidence on the whole record; or
(4) the order was obtained by fraud, collusion, or similar unlawful means.

(b) The pendency of a review proceeding does not automatically stay enforcement of the arbitration board's order.

Added by Acts 1993, 73rd Leg., ch. 269, § 4, eff. Sept. 1, 1993.

CHAPTER 175. RIGHT OF CERTAIN MUNICIPAL AND COUNTY EMPLOYEES TO PURCHASE CONTINUED HEALTH COVERAGE AT RETIREMENT

- Section 175.001. Applicability.
175.002. Right to Purchase Continued Coverage.
175.003. Level of Coverage.
175.004. Payment for Coverage.
175.005. Duty to Inform Retiree of Rights.
175.006. Certain Matters not Affected.
175.007. Exemptions.

Acts 1993, 73rd Leg., ch. 663, § 1 added this chapter as Chapter 174, consisting of §§ 174.001 to 174.007. Acts 1995, 74th Leg., ch. 76, § 17.01(38) renumbered this chapter as Chapter 175, consisting of §§ 175.001 to 175.007.

§ 175.001. Applicability

This chapter applies to a person who:

(1) retires from county employment in a county with a population of 75,000 or more or municipal employment in a municipality with a population of 25,000 or more; and

(2) is entitled to receive retirement benefits from a county or municipal retirement plan

Added by Acts 1993, 73rd Leg., ch. 663, § 1, eff. Sept. 1, 1993. Renumbered from V.T.C.A., Local Government Code § 174.001 by Acts 1995, 74th Leg., ch. 76, § 17.01(38), eff. Sept. 1, 1995.

Sections 2 and 3 of the 1993 Act provide:

"Sec. 2. (a) Chapter 174, Local Government Code, as added by this Act, applies according to its terms to all eligible persons who leave county or municipal employment on or after January 1, 1994.

"(b) A county or municipality that is required by Chapter 174, Local Government Code, as added by this Act, to provide continued health benefits coverage but that is not allowed to provide the coverage under the terms of the county's or municipality's existing group health plan shall ensure that the required continued health benefits coverage is provided for to any new plan that is adopted by the county or municipality on or after January 1, 1994, unless the county or municipality is exempted under Section 174.007, Local Government Code, as added by this Act.

"Sec. 3. The Texas Municipal Retirement System established by Subtitle G, Government Code, the Texas Municipal League, and municipal employee associations may conduct a study of the feasibility of creating a statewide municipal retiree health benefits risk pool and submit their findings to the Legislature not later than September 30, 1994."

§ 175.002. Right to Purchase Continued Coverage

(a) A person to whom this chapter applies is entitled to purchase continued health benefits coverage for the person and the person's dependents as provided by this chapter unless the person is eligible for group health benefits coverage through another employer. The coverage shall be provided under the group health insurance plan or group health coverage plan provided by or through the employing county or municipality to its employees.

(b) To receive continued coverage under this chapter, the person must inform the employing county or municipality, not later than the day on which the person retires from the county or municipality, that the person elects to continue coverage.

(c) If the person elects to continue coverage for the person and on any subsequent date elects to discontinue such coverage, the person is no longer eligible for coverage under this chapter.

(d) If the person elects to continue coverage for any dependent and on any subsequent date elects to discontinue such coverage, the dependent is no longer eligible for coverage under this chapter.

Added by Acts 1993, 73rd Leg., ch. 663, § 1, eff. Sept. 1, 1993. Renumbered from V.T.C.A., Local Government Code § 174.002 by Acts 1995, 74th Leg., ch. 76, § 17.01(38), eff. Sept. 1, 1995.

§ 175.002

LOCAL GOVERNMENT CODE

For applicability provisions of the 1993 Act, and provisions relating to the existing health plans of local governments, see note following V.T.C.A., Local Government Code § 175.001.

§ 175.003. Level of Coverage

(a) The person may elect to cover the same persons who were covered under the county's or municipality's group health insurance plan or group health coverage plan through the person at the time the person left county or municipal employment, or the person may elect to discontinue coverage for one or more persons. A person who was not covered under the plan at the time the person to whom this chapter applies left county or municipal employment is not eligible for coverage under this chapter.

(b) Except as provided by Subsections (c) and (d), the level of coverage provided under this chapter at any given time is the same level of coverage provided to current employees of the county or municipality at that time.

(c) A county or municipality may substitute Medicare supplement health benefits coverage as the coverage provided for a person who receives health benefits coverage under this chapter, including a dependent, after the date that the person becomes eligible for federal Medicare benefits.

(d) The person may elect to continue coverage at a reduced level, if offered by the county or municipality.

Added by Acts 1993, 73rd Leg., ch. 663, § 1, eff. Sept. 1, 1993. Renumbered from V.T.C.A., Local Government Code § 174.003 by Acts 1995, 74th Leg., ch. 76, § 17.01(38), eff. Sept. 1, 1995.

For applicability provisions of the 1993 Act, and provisions relating to the existing health plans of local governments, see note following V.T.C.A., Local Government Code § 175.001.

§ 175.004. Payment for Coverage

A person who is entitled to continued coverage under this chapter is entitled to make payments for the coverage at the same time and to the same entity that payments for the coverage are made by current employees of the county or municipality.

Added by Acts 1993, 73rd Leg., ch. 663, § 1, eff. Sept. 1, 1993. Renumbered from V.T.C.A., Local Government Code § 174.004 by Acts 1995, 74th Leg., ch. 76, § 17.01(35), eff. Sept. 1, 1995.

For applicability provisions of the 1993 Act, and provisions relating to the existing health plans of local governments, see note following V.T.C.A., Local Government Code § 175.001.

§ 175.005. Duty to Inform Retiree of Rights

A county and a municipality shall provide written notice to a person to whom this chapter may apply of the person's rights under this chapter not later than the date the person retires from the county or municipi-

ality. A county or municipality may fulfill its requirements under this section by placing the written notice required by this section in a personnel manual or employee handbook that is available to all employees.

Added by Acts 1993, 73rd Leg., ch. 663, § 1, eff. Sept. 1, 1993. Renumbered from V.T.C.A., Local Government Code § 174.005 by Acts 1995, 74th Leg., ch. 76, § 17.01(38), eff. Sept. 1, 1995.

For applicability provisions of the 1993 Act, and provisions relating to the existing health plans of local governments, see note following V.T.C.A., Local Government Code § 175.001.

§ 175.006. Certain Matters not Affected

This chapter does not:

(1) prohibit a county or municipality from uniformly changing the group health insurance plan or group health coverage plan provided for its employees and retirees;

(2) affect the definition of a dependent or the eligibility requirements for a dependent under a plan;

(3) prohibit a county or municipality from agreeing with a person to deduct the cost of coverage provided under this chapter from a pension check;

(4) prohibit a county or municipality from agreeing with a person to pay for the coverage provided under this chapter provided the person reimburses the county or municipality for the actual cost of the coverage;

(5) prohibit a county, municipality, or a pool established under Chapter 172 from increasing the cost of group health coverage to its employees and to persons covered under this chapter to reflect the increased cost, if any, attributable to compliance with this chapter;

(6) affect the right of a county or municipality to provide coverage under Chapter 172; or

(7) affect the right of a county, municipality, or a pool established under Chapter 172 to offer the coverage at the same rate that is available to active employees or to offer the coverage at a reasonable or actual rate established for retirees that may be greater than the rate offered to active employees.

Added by Acts 1993, 73rd Leg., ch. 663, § 1, eff. Sept. 1, 1993. Renumbered from V.T.C.A., Local Government Code § 174.006 by Acts 1995, 74th Leg., ch. 76, § 17.01(38), eff. Sept. 1, 1995.

For applicability provisions of the 1993 Act, and provisions relating to the existing health plans of local governments, see note following V.T.C.A., Local Government Code § 175.001.

§ 175.007. Ex

(a) A county health benefits or a plan authorized to provide county or municipal purchase insurance required by the authorized to established under provider for th

(b) A county age substantia age required chapter.

Added by Acts 1993, Renumbered § 174.007 by Ac Sept. 1, 1995.

For applicability to the existing health V.T.C.A., Local Go

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CHAPTER SIONS A PLOYEE TIES, AN ERNMENT

Section 180.001. Coerced nee 180.002. Defen Fig 180.003. Maxim

§ 180.001. Co

(a) An individ al coerces a p pate or to re campaign.

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Acts 1987, 70th



18

PUBLIC OFFICERS AND EMPLOYEES

§ 180.003

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see note following

§ 175.007. Exemptions

(a) A county or municipality that does not provide health benefits coverage through a self-insured plan or a plan authorized under Chapter 172 is not required to provide coverage under this chapter if the county or municipality makes a good faith effort to purchase insurance coverage that includes coverage required by this chapter from an insurance company authorized to do business in this state and from pools established under Chapter 172 but is unable to find a provider for the coverage.

(b) A county or municipality that is providing coverage substantially similar to or better than the coverage required by this chapter is exempt from this chapter.

Added by Acts 1993, 73rd Leg., ch. 865, § 1, eff. Sept. 1, 1993. Renumbered from V.T.C.A., Local Government Code § 174.007 by Acts 1995, 74th Leg., ch. 76, § 17.01(35), eff. Sept. 1, 1995.

For applicability, provisions of the 1993 Act, and provisions relating to the existing health plans of local governments, see note following V.T.C.A., Local Government Code § 175.001.

[Chapters 176 to 179 reserved for expansion.]

CHAPTER 180. MISCELLANEOUS PROVISIONS AFFECTING OFFICERS AND EMPLOYEES OF MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

Section

- 180.001. Coercion of Police Officer or Fire Fighter in Connection With Political Campaign.
- 180.002. Defense of Civil Suits Against Peace Officers, Fire Fighters, and Emergency Medical Personnel.
- 180.003. Maximum Duty Hours of Peace Officers.

§ 180.001. Coercion of Police Officer or Fire Fighter in Connection With Political Campaign

(a) An individual commits an offense if the individual coerces a police officer or a fire fighter to participate or to refrain from participating in a political campaign.

(b) An offense under this section is a misdemeanor and is punishable by a fine of not less than \$500 or more than \$2,000, confinement in the county jail for not more than two years, or both a fine and confinement.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 180.002. Defense of Civil Suits Against Peace Officers, Fire Fighters, and Emergency Medical Personnel

(a) In this section, "peace officer" has the meaning assigned by Article 2.12, Code of Criminal Procedure.

(b) A municipality or special purpose district shall provide a municipal or district employee who is a peace officer, fire fighter, or emergency medical services employee with legal counsel without cost to the employee to defend the employee against a suit for damages by a party other than a governmental entity if:

(1) legal counsel is requested by the employee; and

(2) the suit involves an official act of the employee within the scope of the employee's authority.

(c) To defend the employee against the suit, the municipality or special purpose district may provide counsel already employed by it or may employ private counsel.

(d) If the municipality or special purpose district fails to provide counsel as required by Subsection (b), the employee may recover from it the reasonable attorney's fees incurred in defending the suit if the trier of fact finds:

(1) that the fees were incurred in defending a suit covered by Subsection (b); and

(2) that the employee is without fault or that the employee acted with a reasonable good faith belief that the employee's actions were proper.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 42(a), eff. Aug. 28, 1989.

§ 180.003. Maximum Duty Hours of Peace Officers

(a) In a county with a population of 191,500 to 200,000, a sheriff, deputy, constable, or other peace officer of the county or a municipality located in the county may not be required to be on duty more than 48 hours a week unless the peace officer is called on by a superior officer to serve during an emergency as determined by the superior officer.

(b) Hours of duty over 48 hours a week, compiled by a peace officer under Subsection (a), may be treated as overtime and may be deducted from future required hours of duty if:

(1) the overtime is used within one year after it is compiled; and

I N T E R

O F F I C E

MEMO

To: Honorable Judge Michael D. Rozell

From: Jeff Garrett, P.R.S.

Subject: Variance on Septic Rules for Teresa Herrera

Date: September 18, 1997

Faxed: September 18, 1997 (2 PAGES)

---

On-Site Sewerage Facility plans submitted by Teresa Herrera, appears to be in order and this department has no objection to this application. This property is located in PCT. 3.

cc: Commissioner R.L. "Bud" O'Shieles, Pct. 1  
Commissioner Grady Prestage, Pct. 2  
Commissioner W.A. "Andy" Meyers, Pct. 3  
Commissioner Bob Lutts, Pct. 4

Date:

To: County Judge Michael D. Rozell  
309 S. 4th Street  
Richmond, Texas 77469

From: FORT BEND CO. HEALTH DEPARTMENT  
TERESA HERRERA - 15206 Adelfina St. - Sugar Land

Regarding application for a permit to construct an on-site  
sewerage facility on the following property:

15206 ADELFINA, ST SUGARLAND TX 77478

I have applied to the Fort Bend County Health Department for a  
permit to construct an on-site sewerage facility on the above  
referenced property. Such permit has been denied for the  
following reasons:

SMALL LOT

NEIGHBORS WATER WELL NEXT TO PROPERTY LINE

I am appealing that denial as allowed under Section 3.02 of  
Resolution 88-7 as adopted by the Commissioners Court of Fort  
Bend County on April 18, 1988.

Signed: Teresa Herrera Date: 7-7-97

The Fort Bend County Health Department agrees disagrees that a  
permit to construct an on-site sewerage facility should be issued  
on this property for the following reason(s):

1) HOLDING TANK TO BE USED. OKED BY STATE RULES

2) MAINTAINING CONTRACT ON HOLDING TANK

3) NO SPACE FOR DISPOSAL AREA.

Signed: [Signature] Date: 9-18-97



# FORT BEND COUNTY LIBRARIES

# 21

ROMAN S. BOHACHEVSKY  
COUNTY LIBRARIAN

September 17, 1997

To: Dana Benoit  
County Judge's Office

From: Norma Landry *NL*  
Library business Office

Re: 9-23-97 AGENDA

Please place the following item on the 9-23-97 Commissioners Court Agenda:

**LIBRARY: Consider approving pay application #2 in the amount of \$65,265.75 from Bass Construction Co. for construction of Fulshear/ Simonton Branch Library.**

Thank you for your attention to this matter.

cc: Commissioners  
County Attorney  
County Clerk ✓  
County Engineer/Louis Hood  
County Treasurer/Auditor

# FORT BEND COUNTY, TEXAS PURCHASE ORDER

7015 ENC  
1/24

P.O. NUMBER: PC 03000004850

SPECIAL INSTRUCTIONS:

PAGE #: 01  
P.O. DATE: 07 15 97  
DELIVER BY: 04 30 98

BUYER: 01  
VENDOR: 741444527 -  
BASS CONSTRUCTION COMPANY INC  
3014 AVE I STE 3  
ROSENBERG TX 77471  
NELSON I BASS JR

CONFIRMING: NO  
FOB: 0  
SHIP TO: LIBRARY  
1001 GOLFVIEW DRIVE  
RICHMOND TX 77469  
BILL TO: LIBRARY  
1001 GOLFVIEW DRIVE  
RICHMOND TX 77469

## PARTIAL

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 224 250 030 2500 2000 7015 01 CONSTRUCTION OF BOB LUTTS-FULSHEAR/SIMONTON BRANCH LIBRARY; BID #97-069, APPROVED COMM. COURT 7-1-97	1.000 EA @	959,650.000000	959,650.00

002 224 010 042 0420 2000 1070 02 ALT. #3 PER BID #97-069	1.000 EA @	9,707.000000	9,707.00
---	------------	--------------	----------

# 969,357.00  
8-12 50,796.90  

---

918,560.10  
9-23 68,265.75  


---

850,294.35

PAGE TOTAL : 969,357.00  
GRAND TOTAL : 969,357.00

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

IGNATURE OF PURCHASING AGENT



AUTHORIZED SIGNATURE/DATE





DI STEFANO / SANTOPETRO • ARCHITECTS, INC.  
 ARCHITECTURE AIA PLANNING

September 8, 1997

Mr. Roman S. Bohachevsky, Library Director  
 Fort Bend County Libraries  
 1001 Golfview  
 Richmond, TX 77469-5199

RE: PROJECT STATUS REPORT #12  
 BOB LUTTS FULSHEAR/SIMONTON BRANCH LIBRARY

GENERAL

The Contractor (Bass Construction) has made up some lost time. The foundation has been completed, so work should progress steadily.

WORK COMPLETED

Drilled piers, grade beams, underground plumbing, and underground electrical work have been completed.

WORK IN PROGRESS

Forming the front and back porches and mechanical yard for pouring. Electricians are installing conduits for parking lot lights.

STATEMENT OF ACCOUNT

Original Contract Amount	\$969,357.00
Change Orders	-0-
Contract Amount	\$969,357.00
Total Completed & Stored	128,958.50
Retainage - 10%	12,895.85
Previous Payments	50,796.90
Current Payment	65,265.75
Balance to Finish (including retainage)	\$853,294.35

Submitted by:  
 DiStefano/Santopetro Architects, Inc.

*Keith A. Lester*

Keith A. Lester  
 Construction Contract Administrator

KAL/al

# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 6 PAGES

TO OWNER: **Fort Bend County**  
**500 Liberty Street, Suite 103**  
**Richmond, TX 77469**

PROJECT: **Fulshear/Siminton Library**  
**8100 Hwy. 359 South**  
**Fulshear, TX**

APPLICATION NO.: **2.00**  
 PERIOD TO: **9-05-97**  
 PROJECT NOS.: **9712**

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 Accounting  
 File

FROM CONTRACTOR: **Bass Construction Co., Inc.** VIA ARCHITECT: **Di Stefano/Santopetro Archs** CONTRACT DATE: **7-15-97**  
**3014 Ave. I, Suite 3** **2500 Citywest Blvd.**  
**Rosenberg, TX 77471** **Suite 1350**  
 CONTRACT FOR: **Bob Lutts Fulshear/Siminton Library** **Houston, TX 77042**

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ **969,357.00**
2. Net change by Change Orders ..... \$ **.00**
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ **969,357.00**
4. TOTAL COMPLETED & STORED TO DATE ..... \$ **128,958.50**  
 (Column G on G703)
5. RETAINAGE:
  - a. 10.0 % of Completed Work ..... \$ **12,895.85**  
 (Columns D + E on G703)
  - b. 10.0 % of Stored Material ..... \$ **.00**  
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ **12,895.85**
6. TOTAL EARNED LESS RETAINAGE ..... \$ **116,062.65**  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ **50,796.90**  
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ **65,265.75**
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ **853,294.35**  
 (Line 3 less Line 6)

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

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

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

By: *[Signature]* Date: **9/5/97**

State of: **Texas**

County of: **Fort Bend**

Subscribed and sworn to before me this **5th** day of **September**, 1997

Notary Public: *Margie Baker*  
 My Commission expires: **6/17/00**

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ **65,265.75**

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

ARCHITECT: **Di Stefano/Santopetro Architects, Inc.** Date: **9-8-97**  
 by: *[Signature]*

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



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G702-1992

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# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2.00  
 APPLICATION DATE: 9-05-97  
 PERIOD TO: 9-05-97  
 ARCHITECT'S PROJECT NO: 9712

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G + C) %	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	GENERAL								
2	Preliminary Consideration	9,000.00	6,000.00	500.00		6,500.00	72	2,500.00	650.00
3	Insurance & Bonds	28,000.00	21,000.00	1,000.00		22,000.00	79	6,000.00	2,200.00
4	Alternates - M	4,250.00						4,250.00	
5	Alternates - L	5,457.00						5,457.00	
6	Supervision - L	24,000.00	1,500.00	2,500.00		4,000.00	17	20,000.00	400.00
7	Close Out - L	2,500.00						2,500.00	
8									
10	SITING								
11	Preliminary Work	9,610.00	8,000.00	500.00		8,500.00	88	1,110.00	850.00
12	Testing Allowance	16,000.00	141.00	2,477.50		2,618.50	16	13,381.50	261.85
13	Excav., Fill, Grade - M	10,000.00	8,000.00	2,000.00		10,000.00	100		1,000.00
14	Excav., Fill, Grade - L	4,000.00	3,200.00			3,200.00	80	800.00	320.00
15	Excav., Fill, Grade - E	6,000.00	4,800.00	500.00		5,300.00	88	700.00	530.00
16	Drilled Piers - M	2,000.00	2,000.00			2,000.00	100		200.00
17	Drilled Piers - L	1,000.00		1,000.00		1,000.00	100		100.00
18	Drilled Piers - E	2,000.00		2,000.00		2,000.00	100		200.00
19	Termitite Treatment - L	1,700.00		1,200.00		1,200.00	71	500.00	120.00
20	Termitite Treatment - M	800.00		600.00		600.00	75	200.00	60.00
21	Walks & Curbs - M	3,300.00						3,300.00	
22	Walks & Curbs - L	1,500.00						1,500.00	
23	Misc. Concrete - M	2,000.00						2,000.00	
24	Misc. Concrete - L	1,000.00						1,000.00	
25	Misc. Concrete - E	49,000.00						49,000.00	
26	Concrete Paving - M	27,000.00						27,000.00	
27	Concrete Paving - L								
	<b>Totals</b>	<b>210,117.00</b>	<b>54,641.00</b>	<b>14,277.50</b>	<b>.00</b>	<b>68,918.50</b>	<b>33</b>	<b>141,198.50</b>	<b>6,891.85</b>

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 PERIOD TO: **9-05-97**  
 ARCHITECT'S PROJECT NO.: **9712**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE	
			FROM PREVIOUS APPLICATION (D + E)							
28	Asphalt Paving - M	3,500.00	1,800.00				1,800.00	51	1,700.00	180.00
29	Asphalt Paving - L	1,500.00					1,500.00	87	1,500.00	
30	Landscaping - M	9,892.00					9,892.00	90	9,892.00	
31	Landscaping - L	3,908.00					3,908.00	80	3,908.00	
33	CONCRETE									
34	Labor	24,275.00		21,000.00			21,000.00	87	3,275.00	2,100.00
35	Material	18,600.00		16,740.00			16,740.00	90	1,860.00	1,674.00
36	Equipment	1,500.00		1,200.00			1,200.00	80	300.00	120.00
39	MASONRY									
40	Material	5,750.00					5,750.00		5,750.00	
42	Labor	8,000.00					8,000.00		8,000.00	
44	METALS									
45	Structural Steel - M	58,800.00		3,600.00			3,600.00	6	55,200.00	360.00
46	Erection - L	10,000.00					10,000.00		10,000.00	
47	Misc. Metal Work - M	3,240.00					3,240.00		3,240.00	
50	CARPENTRY									
51	Rough Carpentry - M	8,500.00					8,500.00		8,500.00	
52	Rough Carpentry - L	19,500.00					19,500.00		19,500.00	
53	Finish Carpentry - M	1,000.00					1,000.00		1,000.00	
54	Finish Carpentry - L	1,700.00					1,700.00		1,700.00	
55	Finish Carpentry - L	10,740.00					10,740.00		10,740.00	
56	Casework - M	1,465.00					1,465.00		1,465.00	
57	Casework - L									
Totals		401,987.00	56,441.00	56,817.50		.00	113,258.50	28	288,728.50	11,325.85

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 PERIOD TO: 9-05-97  
 ARCHITECT'S PROJECT NO.: 9712

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
58	Corian - M	5,895.00						5,895.00	
59	Corian - L	1,000.00						1,000.00	
61	THERMAL PROTECTION								
62	Insulation - M	3,800.00						3,800.00	
63	Insulation - L	2,200.00						2,200.00	
64	Metal Roof - M	21,500.00						21,500.00	
65	Metal Roof - L	33,310.00						33,310.00	
66	Metal Roof - L	33,310.00						33,310.00	
67	Caulk & Seal - M	200.00						200.00	
68	Caulk & Seal - L	200.00						200.00	
70	DOORS/WINDOWS								
71	HM/Wood Doors - M	15,200.00						15,200.00	
72	Finish Hardware - L	2,400.00						2,400.00	
73	Hardware Allowance	20,000.00						20,000.00	
74	Glass/Glazing - M	3,600.00						3,600.00	
75	Glass/Glazing - L	1,000.00						1,000.00	
76	FINISHES								
78	Gypsum Drywall - M	23,500.00						23,500.00	
79	Gypsum Drywall - L	20,530.00						20,530.00	
80	C. Tile & Pavers - M	6,000.00						6,000.00	
81	C. Tile & Pavers - L	8,500.00						8,500.00	
82	Acoustical Ceilings - M	7,800.00						7,800.00	
83	Acoustical Ceilings - L	3,200.00						3,200.00	
84	Flooring - M	25,100.00						25,100.00	
85	Totals								
86		606,922.00	56,441.00	56,817.50	.00	113,258.50	19	493,663.50	11,325.85

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G703-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: **2.00**  
 APPLICATION DATE: **9-05-97**  
 PERIOD TO: **9-05-97**  
 ARCHITECT'S PROJECT NO.: **9712**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
87	Flooring - L	1,900.00					1,900.00		
88	Dryvit Wall Finish - M	16,300.00					16,300.00		
89	Dryvit Wall Finish - L	17,200.00					17,200.00		
90	Painting - M	1,500.00					1,500.00		
91	Painting - L	5,500.00					5,500.00		
93									
94	SPECIALTIES								
95	Graphics Allowance	4,400.00					4,400.00		
96	Graphics - L	500.00					500.00		
97	Money Safe	1,840.00					1,840.00		
98	Lockers	2,460.00					2,460.00		
99	Book Depository	1,100.00					1,100.00		
100	Flag Poles	4,300.00					4,300.00		
101	Display Case	750.00					750.00		
102	Projection Screen	1,720.00					1,720.00		
103	Rolling Grille - M	2,680.00					2,680.00		
104	Rolling Grille - L	600.00					600.00		
105	ADJLances	3,100.00					3,100.00		
106	Security System - M	8,150.00					8,150.00		
107	Security System - L	500.00					500.00		
108	Slotted Wall - M	450.00					450.00		
109	Slotted Wall - L	600.00					600.00		
110	Handicap Auto. Door	2,300.00					2,300.00		
111	Toilet Partitions - M	1,825.00					1,825.00		
112	Toilet Partitions - L	425.00					425.00		
113	Toilet Accessories - M	800.00					800.00		
	<b>Totals</b>	<b>687,822.00</b>	<b>56,441.00</b>	<b>56,817.50</b>	<b>.00</b>	<b>113,258.50</b>	<b>16</b>	<b>574,563.50</b>	<b>11,325.85</b>

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G703-1992

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# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 2.00  
 APPLICATION DATE: 9-05-97  
 PERIOD TO: 9-05-97  
 ARCHITECT'S PROJECT NO.: 9712

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
114	Toilet Accessories - L	100.00						100.00	
115	Fire Extinguishers	300.00						300.00	
117	FURNISHINGS								
118	Mini Blinds - M	885.00						885.00	
119	Mini Blinds - L	150.00						150.00	
122	MECHANICAL								
123	Plumbing - M	19,500.00		5,500.00		5,500.00	28	14,000.00	550.00
124	Plumbing - L	18,500.00		5,200.00		5,200.00	28	13,300.00	520.00
125	Firetron - M	2,600.00						2,600.00	
126	Firetron - L	3,000.00						3,000.00	
127	Firetron - L	74,000.00						74,000.00	
128	HVAC - M	50,000.00						50,000.00	
129	HVAC - L								
131	ELECTRICAL								
132	Material	67,500.00		3,500.00		3,500.00	5	64,000.00	350.00
133	Material	45,000.00		1,500.00		1,500.00	3	43,500.00	150.00
134	Labor								
<b>Totals</b>		<b>969,357.00</b>	<b>56,441.00</b>	<b>72,517.50</b>	<b>.00</b>	<b>128,958.50</b>	<b>13</b>	<b>840,398.50</b>	<b>12,895.85</b>

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CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

FORT BEND COUNTY, TEXAS  
PURCHASE ORDER

P.O. NUMBER: PC 03000004850

1015  
2/24  
121

SPECIAL INSTRUCTIONS:

PAGE #: 01  
P.O. DATE: 07 15 97

DELIVER BY: 04 30 98

BUYER: 01  
VENDOR: 741444527 -  
BASS CONSTRUCTION COMPANY INC  
3014 AVE I STE 3  
ROSENBERG TX 77471  
NELSON I BASS JR

CONFIRMING: NO  
FOB: 0  
SHIP TO: LIBRARY  
1001 GOLFVIEW DRIVE  
RICHMOND TX 77469  
BILL TO: LIBRARY  
1001 GOLFVIEW DRIVE  
RICHMOND TX 77469

PARTIAL

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 224 250 030 2500 2000 7015 01 CONSTRUCTION OF BOB LUTTS-FULSHEAR/SIMONTON BRANCH LIBRARY; BID #97-069, APPROVED COMM. COURT 7-1-97	1.000 EA	959,650.000000	959,650.00
002 224 010 042 0420 2000 1070 02 ALT. #3 PER BID #97-069	1.000 EA	9,707.000000	9,707.00

# 969,357.00  
8-12 50,796.90  
918,560.10  
9-23 65,265.75  
853,294.35

PAGE TOTAL : 969,357.00  
GRAND TOTAL : 969,357.00  
BY MY SIGNATURE I ATTEST THE ITEMS ON THIS ORDER HAVE BEEN RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS.

*[Signature]*  
SIGNATURE OF PURCHASING AGENT

*[Signature]*  
AUTHORIZED SIGNATURE/DATE



U.S. Department of Housing and Urban Development  
 Southwest Area  
 Office of Community Planning and Development  
 1600 Throckmorton Street  
 Post Office Box 2905  
 Fort Worth, Texas 76113-2905

*Handwritten initials*

97-09-10 09:21 IN

SEP - 5 1997

Honorable Michael D. Rozell  
 Judge of Fort Bend County  
 ATTENTION: Marilyn Kindell  
 PO Box 368  
 Richmond, TX 77469

Dear Judge Rozell:

SUBJECT: Funding Approval of Consolidated Application for Community Development Block Grant (CDBG) Project No. B-97-UC-48-0004, Emergency Shelter Grants (ESG) Project No. S-97-UC-48-0003, and Home Investment Partnerships (HOME) Project No. M97UC-480216

I am pleased to inform you that this office has completed its review of Fort Bend County's Consolidated Plan and is hereby transmitting to you Fiscal Year 1997 CDBG, ESG, and HOME grants in the following amounts. The program year for Fort Bend County begins September 1, 1997.

<u>Program</u>	<u>Amount</u>
CDBG	\$2,263,000
ESG	59,000
HOME	430,000

Enclosed are Grant Agreement and Funding Approval forms for each program, which constitute the contracts between the Department of Housing and Urban Development and Fort Bend County. Please execute and return two copies of each program's grant agreement to this office.

You are reminded that certain activities under the CDBG, HOME, and ESG programs are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended unless the release of funds has been approved in writing by HUD. A request for release of funds must be accompanied by an environmental certification. Appropriate forms are enclosed.

You are also reminded that the performance reports for the CDBG, HOME, and ESG programs, and any additional information required, for the 1996 consolidated program year are due in this office no later than December 1, 1997, 90 days after the end of your 1996 program

*orig to Karen - Comm Dev on 9/25/97*

**received**  
 9/10/97

Please note that all references in this letter to the Voice Response System (VRS) and Cash and Management Information System (C/MIS) are pertinent only until you move to the Integrated Disbursement and Information System (IDIS).

**If there is a need to delete or add individuals authorized to access the VRS, a VRS Security Access Authorization Form (HUD-27054) must be prepared, notarized, and returned to this office with the grant agreement. Also, if there is a need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.**

Please note the following requirements under the different program captions that must be adhered to:

#### CDBG

Failure to return the executed grant agreements within 60 days may be deemed to constitute rejection of the grants and cause for HUD to determine that funds are available for reallocation to other grantees.

**Your Consolidated Action Plan includes funds for the planning or construction of water or sewer facilities which are subject to review under Executive Order (EO) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The grant agreement includes a special condition which restricts the obligation or expenditure of funds for the planning or construction of water or sewer facilities until receipt of written release of funds for such activities. You will receive a separate notification regarding the release of funds for such activities. Note that the special condition also applies to water or sewer activities not previously submitted for EO 12372 review that you may add through an amendment or other revision to your Consolidated Action Plan.**

You are reminded that CDBG entitlement funds must be drawn on a first-in-first-out (FIFO) basis. This means that before requesting CDBG entitlement funds from a newly established line of credit, you should have first drawn all the funds from the previous years' line of credit. Please note that the FIFO method only applies to CDBG entitlement program funds.

The 1997 Action Plan has been reviewed. Clarification is needed on the activity below as outlined in 91.220 and 91.215.

- The Consolidated Plan listed non-residential historic preservation needs as a low priority for Fort Bend County. Local objectives in the Consolidated Plan did not include restoring and preserving historic properties. Since preservation of historic properties is not addressed in the Consolidated Plan as one of the objectives that will be used to address an identified need, we recommend the Consolidated Plan be reviewed and amended if the Fort Bend Museum

Association Preservation Depot will be undertaken as an activity in the Consolidated Plan.

Upon receipt of the executed grant agreement (two copies) and other forms required to establish your line of credit, HUD will transmit to you the assigned voice response project number for this grant.

### ESG

Two critical deadlines are set forth in the ESG program regulations. Section 576.55(b) requires that all of your ESG grant amounts be obligated by 180 days and expended by 24 months after the date of this letter. Any grant amounts that are not obligated and expended by this date may be recovered and reallocated for use in accordance with the Interim Rule (published in the Federal Register on November 19, 1992) amending §576.67 of the regulations. These deadlines represent maximum time periods. I am sure that you will make every effort to obligate and expend all of your funds within these periods.

### HOME

When two copies of the funding approval form have been executed and returned to this office, funds will be made available in the HOME C/MI System for the FY 1997 grant.

As you know, the HOME program statute provides that funds are available to participating jurisdictions (PJs) for 24 months after the last day of the month in which the Department of Housing and Urban Development notifies the PJ of HUD's execution of the HOME Investment Partnership Agreement. If not placed under a binding commitment to affordable housing within the 24-month period, the funds are to be deobligated. The statute also provides that at least 15 percent of each PJs allocation must be reserved for investment in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs).

The definition of commitment for the HOME program includes not only funds committed to specific projects that have been set up in the HOME Cash and Management Information System (C/MIS), but also the following:

- ° Any funds for which a PJ has entered into a binding legal agreement with a State recipient, a subrecipient or a contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance.
- ° Any funds for which a PJ has entered into a written agreement reserving a specific amount of funds to a community housing development organization (CHDO).



If you have any questions concerning this grant notification and the procedures set forth in this letter, please contact Leona Hutchinson, Community Planning and Development Representative, at (817) 978-9131, extension 3121. For questions pertaining to the HOME Program, contact Melodee Humbert, Rehabilitation Management Specialist, at (817) 978-9131, extension 3120.

Sincerely,



*for*

Katie S. Worsham  
Director

Enclosures

**Funding Approval/Agreement**  
**Title I of the Housing and Community**  
**Development Act (Public Law 93-383)**

U.S. Department of Housing  
 and Urban Development  
 Office of Community Planning  
 and Development  
 Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in Item 5 of Standard Form-424)  Fort Bend County, Texas	3. Grantee's 9-Digit Tax ID Number  746001969	4. Date Use of Funds May Begin  10/01/97
	5a. Project / Grant Number 1  B-97-UC-48-0004	6a. Amount Approved  2,263,000
2. Grantee's Complete Address (as shown in Item 5 of Standard Form-424)  301 Jackson St., Suite 740 Richmond, TX 77469	5b. Project / Grant Number 2	6b. Amount Approved
	5c. Project / Grant Number 3	6c. Amount Approved

**Grant Agreement**

This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred on or after the date specified in 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by subrecipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing & Urban Development (signature, name, title, date) X <i>Katie S. Worsham</i> Katie S. Worsham, Director Community Planning and Development SEP - 5 1997	Grantee (signature, name, title, date) X <i>Michael D. Rozell</i> Michael D. Rozell, County Judge
--	---

7. Check Only One: Category of Title I Assistance for this Funding Action	a. Entitlement, Sec 106(b)	<input checked="" type="checkbox"/>	B. Special Conditions (check one)	9a. Date HUD Received Submission: 07/14/97	10. Check One:	
	b. State-Administered, Sec 106(d)(1)	<input type="checkbox"/>		None	9b. Date Grantee Notified: SEP - 5 1997	a. Orig. Funding Approval
	c. HUD-Administered Small Cities, Sec 106(d)(2)(B)	<input type="checkbox"/>	Attached	<input checked="" type="checkbox"/>	9c. Date of Start of Program Year: 10/01/97	b. Amendment
	d. Indian CDBG Programs, Sec 106 (a)(1)	<input type="checkbox"/>	11. Amount of Community Development Block Grant			c. Amendment Number
	e. Surplus Urban Renewal Funds, Sec 112(b)	<input type="checkbox"/>	a. Funds Reserved For This Grantee		FY 97	FY
	f. Special Purpose Grants, Sec 107	<input type="checkbox"/>	b. Funds Now Being Approved	2,263,000		
	g. Loan Guarantee, Sec 108	<input type="checkbox"/>	c. Reservation To Be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment Now Being Approved:	12b. Name and Complete Address of Public Agency
--	---

**Loan Guarantee Acceptance Provisions for Designated Agencies**

The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Signature of Authorized Official (name, title, date) for Designated Public Agency

X

HUD Accounting Use Only

Batch	153	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date	F
	176							B-97-UC-48-0004		2,263,000	10/01/97	
								Project Number		Amount		
								Project Number		Amount		
								Project Number		Amount		
Date Entered PAS	Date Entered LOCCS	Batch Number	Transaction Code	Entered by:	Verified by:							

8. SPECIAL CONDITIONS

Notwithstanding any other provisions of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (EO) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under EO 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under EO 12372 and implementing regulations.

**Funding Approval/Agreement**  
**Title I of the Housing and Community**  
**Development Act (Public Law 93-383)**

U.S. Department of Housing  
 and Urban Development  
 Office of Community Planning  
 and Development  
 Community Development Block Grant Program

HI-00616R of 20516R

1. Name of Grantee (as shown in Item 5 of Standard Form-424)  Fort Bend County, Texas	3. Grantee's 9-Digit Tax ID Number  746001969	4. Date Use of Funds May Begin  10/01/97
	5a. Project / Grant Number 1  B-97-UC-48-0004	6a. Amount Approved  2,263,000
	5b. Project / Grant Number 2	6b. Amount Approved
2. Grantee's Complete Address (as shown in Item 5 of Standard Form-424)  301 Jackson St., Suite 740 Richmond, TX 77469	5c. Project / Grant Number 3	6c. Amount Approved

**Grant Agreement**

This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred on or after the date specified in 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by subrecipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing & Urban Development (signature, name, title, date)  X <i>Katie S. Worsham</i> Katie S. Worsham, Director Community Planning and Development SEP - 5 1997	Grantee (signature, name, title, date)  X <i>Michael D. Rozell</i> Michael D. Rozell, County Judge
--	---

7. Check Only One: Category of Title I Assistance for this Funding Action	a. Entitlement, Sec 106(b)	<input checked="" type="checkbox"/>	8. Special Conditions (check one)	9a. Date HUD Received Submission: 07/14/97	10. Check One:		
	b. State-Administered, Sec 106(d)(1)	<input type="checkbox"/>		None	9b. Date Grantee Notified: SEP - 5 1997	a. Orig. Funding Approval	<input type="checkbox"/>
	c. HUD-Administered Small Cities, Sec 106(d)(2)(B)	<input type="checkbox"/>	Attached	<input checked="" type="checkbox"/>	9c. Date of Start of Program Year: 10/01/97	b. Amendment	<input type="checkbox"/>
	d. Indian CDBG Programs, Sec 106 (a)(1)	<input type="checkbox"/>	11. Amount of Community Development Block Grant		c. Amendment Number		
	e. Surplus Urban Renewal Funds, Sec 112(b)	<input type="checkbox"/>	a. Funds Reserved For This Grantee	FY 97	FY	FY	
	f. Special Purpose Grants, Sec 107	<input type="checkbox"/>	b. Funds Now Being Approved	2,263,000			
	g. Loan Guarantee, Sec 108	<input type="checkbox"/>	c. Reservation To Be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment Now Being Approved:	12b. Name and Complete Address of Public Agency
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**Loan Guarantee Acceptance Provisions for Designated Agencies**

The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Signature of Authorized Official (name, title, date) for Designated Public Agency

X

HUD Accounting Use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date	F
153								B-97-UC-48-0004		2,263,000	10/01/97	
176												

Date Entered PAS	Date Entered LOCCS	Batch Number	Transaction Code	Entered by:	Verified by:
------------------	--------------------	--------------	------------------	-------------	--------------

## 8. SPECIAL CONDITIONS

Notwithstanding any other provisions of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (EO) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under EO 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under EO 12372 and implementing regulations.

**Funding Approval/Agreement**  
**Title I of the Housing and Community**  
**Development Act (Public Law 93-383)**

**U.S. Department of Housing**  
**and Urban Development**  
**Office of Community Planning**  
**and Development**  
**Community Development Block Grant Program**

HI-00515R of 20515R

1. Name of Grantee (as shown in Item 5 of Standard Form-424)  Fort Bend County, Texas	3. Grantee's 9-Digit Tax ID Number  746001969	4. Date Use of Funds May Begin  09/01/97
	5a. Project / Grant Number 1  B-97-UC-48-0004	6a. Amount Approved  2,263,000
	5b. Project / Grant Number 2	6b. Amount Approved
2. Grantee's Complete Address (as shown in Item 5 of Standard Form-424)  301 Jackson St., Suite 740 Richmond, TX 77469	5c. Project / Grant Number 3	6c. Amount Approved

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U.S. Department of Housing & Urban Development (signature, name, title, date)  X <i>Katie S. Worsham</i> Katie S. Worsham, Director Community Planning and Development	SEP - 5 1997	Grantee (signature, name, title, date)  X <i>Michael D. Rozell</i> Michael D. Rozell, County Judge
--	--------------	---

7. Check Only One: Category of Title I Assistance for this Funding Action	a. Entitlement, Sec 106(b)	<input checked="" type="checkbox"/>	8. Special Conditions (check one)	9a. Date HUD Received Submission: 07/14/97	10. Check One: a. Orig. Funding Approval  b. Amendment  c. Amendment Number			
	b. State-Administered, Sec 106(d)(1)	<input type="checkbox"/>		9b. Date Grantee Notified: SEP - 5 1997				
	c. HUD-Administered Small Cities, Sec 106(d)(2)(B)	<input type="checkbox"/>		9c. Date of Start of Program Year: 09/01/97				
	d. Indian CDBG Programs, Sec 106 (a)(1)	<input type="checkbox"/>		11. Amount of Community Development Block Grant	FY 97	FY	FY	
	e. Surplus Urban Renewal Funds, Sec 112(b)	<input type="checkbox"/>			a. Funds Reserved For This Grantee			
	f. Special Purpose Grants, Sec 107	<input type="checkbox"/>			b. Funds Now Being Approved	2,263,000		
	g. Loan Guarantee, Sec 108	<input type="checkbox"/>			c. Reservation To Be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment Now Being Approved:	12b. Name and Complete Address of Public Agency:
--	--

**Loan Guarantee Acceptance Provisions for Designated Agencies**

The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Signature of Authorized Official (name, title, date) for Designated Public Agency  
X

**HUD Accounting Use Only**

Batch	153	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date	F
	176							B-97-UC-48-0004		2,263,000	09/01/97	
								Project Number		Amount		
								Project Number		Amount		

Date Entered PAS	Date Entered LOCCS	Batch Number	Transaction Code	Entered by:	Verified by:
------------------	--------------------	--------------	------------------	-------------	--------------

## 8. SPECIAL CONDITIONS

Notwithstanding any other provisions of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (EO) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under EO 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under EO 12372 and implementing regulations.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
**EMERGENCY SHELTER GRANTS PROGRAM**  
 Funding Approval Under the  
 Stewart B. McKinney Homeless Assistance Act  
 (Public Laws 100-77 and 100-628)

<b>1. NAME OF APPLICANT</b> Fort Bend County, Texas	<b>2. GRANT NUMBER</b> S-97-UC-48-0003
<b>3. APPLICANT ADDRESS (Include Street, City, County, State, and Zip Code)</b>  301 Jackson St., Suite 740 Richmond, TX 77469	<b>4. DATE OF APPLICATION</b> 7-8-97
	<b>5. DATE APPLICATION RECD BY HUD</b> 7-14-97
	<b>6. FUNDING APPROVAL</b> <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO. _____

**7. AMOUNT OF EMERGENCY SHELTER GRANTS PROGRAM FUNDS APPROVED**

a. Amount of ESGP Funds Currently Reserved for this Applicant .....\$ 59,000

b. Amount of ESGP Funds Now Being Approved for this Applicant .....\$ 59,000

c. Amount of Reservation to be Cancelled (Line 7a minus 7b) .....\$ -0-

**8. SPECIAL CONDITIONS (Check applicable box)**

a.  Not Applicable

b.  Attached

**9. DATE APPLICANT NOTIFIED FUNDING HAS BEEN AUTHORIZED:**

\_\_\_\_\_

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

*Carla R. Carter*

---

BY *jr* Director  
 Community Planning and Development

**TITLE**

\_\_\_\_\_

**DATE**      SEP - 5 1997

**HUD ACCOUNTING USE ONLY**

BATCH	TRG	PROGRAM	Y	A	REG	AREA	DOCUMENT NO	PROJECT NUMBER
1	4	9	12	13	14	16	18	23
30	35							

CATEGORY	APPLICANT 1	EFFECTIVE DATE	F	APPLICANT 2	SCHEDULE NO



LOCAL GOVERNMENT GRANT AGREEMENT  
EMERGENCY SHELTER GRANTS PROGRAM

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Fort Bend County Texas, the Grantee.

The grant which is the subject of this Agreement is authorized by Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11301 (1988), as amended (the "Act"). The grant is further subject to the statutory program amendments made by Section 832(b), (c), (d), and (e)(1) and (2) of the National Affordable Housing Act, Pub. L. 101-625, Section 1402(b), (d), and (e) of the Housing and Community Development Act of 1992 (Pub. L. 102-550, approved October 28, 1992), and to HUD's regulations at 24 CFR Part 576, as now in effect and as may be amended from time to time, which are incorporated as part of this Agreement.

Also incorporated as part of this Agreement are the Consolidated Plan and the certifications submitted to the Secretary by the applicant. The grantee further certifies that it is following a Consolidated Plan which has been approved by HUD.

In reliance upon the Consolidated Plan and certifications, the Secretary agrees, upon execution of the Grant Agreement, to provide the Grantee grant funds in the amount provided in the attached HUD Funding Approval form, which constitutes a part of this Agreement. The grant is made subject to any special conditions in the Funding Approval form.

The Grantee agrees to comply with all applicable laws and regulations in distributing funds provided under this Grant Agreement and to accept responsibility for ensuring compliance by subrecipient entities to which it makes funding assistance hereunder available.

The Grantee further agrees to comply with the provisions of the environmental requirements of 24 CFR Part 58 as applicable under Section 104(g) of the Housing and Community Development Act of 1974 with respect to funds provided under this Grant Agreement.

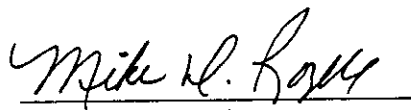
This Grant Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development

By:   
Signature

Fort Bend County, Texas  
Grantee

*for* Director  
Community Planning and Development  
\_\_\_\_\_  
Title

  
Signature

SEP - 5 1997  
Date

County Judge  
Title

Date: 9/23/97





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
**EMERGENCY SHELTER GRANTS PROGRAM**  
 Funding Approval Under the  
 Stewart B. McKinney Homeless Assistance Act  
 (Public Laws 100-77 and 100-628)

<b>1. NAME OF APPLICANT</b> Fort Bend County, Texas	<b>2. GRANT NUMBER</b> S-97-UC-48-0003
<b>3. APPLICANT ADDRESS (Include Street, City, County, State, and Zip Code)</b>  301 Jackson St., Suite 740 Richmond, TX 77469	<b>4. DATE OF APPLICATION</b> 7-8-97
	<b>5. DATE APPLICATION RECD BY HUD</b> 7-14-97
	<b>6. FUNDING APPROVAL</b> <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO. _____

**7. AMOUNT OF EMERGENCY SHELTER GRANTS PROGRAM FUNDS APPROVED**

a. Amount of ESGP Funds Currently Reserved for this Applicant .....\$ 59,000

b. Amount of ESGP Funds Now Being Approved for this Applicant .....\$ 59,000

c. Amount of Reservation to be Cancelled (Line 7a minus 7b) .....\$ -0-

**8. SPECIAL CONDITIONS (Check applicable box)**

a.  Not Applicable

b.  Attached

**9. DATE APPLICANT NOTIFIED FUNDING HAS BEEN AUTHORIZED:**

\_\_\_\_\_

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

*Carla Renteria* SEP - 5 1997

BY *DEPUTY* Director  
 Community Planning and Development

TITLE \_\_\_\_\_

DATE SEP - 5 1997

**HUD ACCOUNTING USE ONLY**

BATCH	TAG	PROGRAM	Y	A	REG	AREA	DOCUMENT NO	PROJECT NUMBER	
1	4	9	12	13	14	16	18	23 30 35	
CATEGORY	AMOUNT 1		EFFECTIVE DATE			F	AMOUNT 2		SCHEDULE NO

LOCAL GOVERNMENT GRANT AGREEMENT  
EMERGENCY SHELTER GRANTS PROGRAM

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Fort Bend County Texas, the Grantee.

The grant which is the subject of this Agreement is authorized by Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11301 (1988), as amended (the "Act"). The grant is further subject to the statutory program amendments made by Section 832(b), (c), (d), and (e)(1) and (2) of the National Affordable Housing Act, Pub. L. 101-625, Section 1402(b), (d), and (e) of the Housing and Community Development Act of 1992 (Pub. L. 102-550, approved October 28, 1992), and to HUD's regulations at 24 CFR Part 576, as now in effect and as may be amended from time to time, which are incorporated as part of this Agreement.

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The Grantee further agrees to comply with the provisions of the environmental requirements of 24 CFR Part 58 as applicable under Section 104(g) of the Housing and Community Development Act of 1974 with respect to funds provided under this Grant Agreement.

This Grant Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development

By:   
Signature

Fort Bend County, Texas  
Grantee

*for* Director  
Community Planning and Development  
\_\_\_\_\_  
Title

  
Signature

SEP - 5 1997  
Date

County Judge  
Title

Date: 9/23/97

# Funding Approval and HOME Investment Partnership Agreement

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

OMB Approval No. 2501-0013 (Exp. 6/30/94)

## Title II of the National Affordable Housing Act

Public reporting burden for this collection of information is estimated to average 1.0 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2501-0013), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

1. Participant Name & Address: Fort Bend County, Texas 301 Jackson St., Suite 740 Richmond, TX 77469	2. Participant Number: M97-UC480216
	3. Tax Identification Number: 746001969

4a. HUD Geographic Locator Code No: 489157	5. Appropriation Number: 86 x 0205	6. Funding Approval Number: 1	7. FY: 1997
b. County Code: 157			

<b>9. Previous Obligation</b>	\$
a. Regular Funds	
b. Community Housing Development Organization Reallocation	
<b>9. Current Transaction</b>	\$ 430,000
a. Regular Funds	430,000
b. Community Housing Development Organization Reallocation	
<b>10. Revised Obligation</b>	\$ 430,000
a. Regular Funds	430,000
b. Community Housing Development Organization Reallocation	

11. Special Conditions (check applicable box)	<input checked="" type="checkbox"/> a. Not applicable	<input type="checkbox"/> b. Attached	12. Congressional Release Date: SEP - 5 1997
---	---	--------------------------------------	---

This agreement between the Department of Housing and Urban Development (HUD) and Fort Bend County, Texas

(the Participating Jurisdiction/Entity) is made pursuant to the authority of the Home Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Program Description/Application and the HUD regulations at 24 CFR Part 92(as now in effect and as may be amended from time to time) and this Home Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this agreement. Subject to the provisions of this agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

For the U.S. Department of Housing and Urban Development (Name and Title) Katie S. Worsham, Director Community Planning and Development	Signature <i>Carlos Renteria</i>	Date SEP - 5 1997
For Participating Jurisdiction/Entity (Name and Title of Authorized Official) Michael D. Rozell, County Judge Fort Bend County, Texas	Signature <i>Mike D. Rozell</i>	Date 9/23/97

# Funding Approval and HOME Investment Partnership Agreement

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

OMB Approval No. 2501-0013 (Exp. 6/30/94)

## Title II of the National Affordable Housing Act

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1. Participant Name & Address: Fort Bend County, Texas 301 Jackson St., Suite 740 Richmond, TX 77469		2. Participant Number: M97-UC480216
4a. HUD Geographic Locator Code No: 489157		3. Tax Identification Number: 746001969
b. County Code: 157	5. Appropriation Number: 86 x 0205	6. Funding Approval Number: 1
		7. FY: 1997

<b>8. Previous Obligation</b>	\$
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b. Community Housing Development Organization Reallocation	

11. Special Conditions (check applicable box)	<input checked="" type="checkbox"/> a. Not applicable		12. Congressional Release Date: SEP - 5 1997
	<input type="checkbox"/> b. Attached		

This agreement between the Department of Housing and Urban Development (HUD) and Fort Bend County, Texas

(the Participating Jurisdiction/Entity) is made pursuant to the authority of the Home Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Program Description/Application and the HUD regulations at 24 CFR Part 92(as now in effect and as may be amended from time to time) and this Home Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this agreement. Subject to the provisions of this agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

For the U.S. Department of Housing and Urban Development (Name and Title) Katie S. Worsham, Director Community Planning and Development	Signature <i>Katie S. Worsham</i>	Date SEP - 6 1997
For Participating Jurisdiction/Entity (Name and Title of Authorized Official) Michael D. Rozell, County Judge Fort Bend County, Texas	Signature <i>Mike D. Rozell</i>	Date 9/23/97

# Funding Approval and HOME Investment Partnership Agreement

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB Approval No. 2501-0013 (Exp. 6/30/94)

## Title II of the National Affordable Housing Act

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4a. HUD Geographic Locator Code No: 489157		3. Tax Identification Number: 746001969
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		7. FY: 1997

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b. Community Housing Development Organization Reallocation	

11. Special Conditions (check applicable box)	<input checked="" type="checkbox"/> a. Not applicable		12. Congressional Release Date: SEP - 5 1997
	<input type="checkbox"/> b. Attached		

This agreement between the Department of Housing and Urban Development (HUD) and Fort Bend County, Texas

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For the U.S. Department of Housing and Urban Development (Name and Title) Katie S. Worsham, Director Community Planning and Development	Signature <i>Katie S. Worsham</i>	Date SEP - 5 1997
For Participating Jurisdiction/Entity (Name and Title of Authorized Official) Michael D. Rozell, County Judge Fort Bend County, Texas	Signature <i>Mike D. Rozell</i>	Date 9/23/97



12/00

**STEVE RABORN  
ELECTIONS ADMINISTRATOR  
FORT BEND COUNTY  
301 JACKSON STREET, SUITE 101  
RICHMOND, TEXAS 77469  
(281) 341-8670**

**MEMORANDUM**

**TO:** Hon. Michael Rozell, County Judge  
and County Commissioners

**FROM:** Steve Raborn, Elections Administrator *S. Raborn*

**DATE:** September 17, 1997

**SUBJECT:** Agenda items for Commissioners Court, September 23

I am requesting that the following items be placed on the September 23rd agenda for Commissioners Court:

- 1) Consider approval of Order of Election to be held on November 4, 1997 - 14 Constitutional Amendments.
- 2) Consider approval of travel to Omaha, Nebraska for Election Administrator to attend training seminar at American Information Systems, Inc. Election Management Training Center. This travel is necessary so that Elections Administrator may be trained in operating the County's ballot counting software and equipment. Estimated cost is \$750.00 to be funded through Election Administrator's budget for travel.

Please call me at extension 8670 if you have any questions or need any additional information. Thank you!

**ORDER OF ELECTION  
(Orden de eleccion)**

An election is hereby ordered to be held on November 4 1997 for the purpose to adopt or reject the proposed Constitutional Amendments as submitted by the 75th Legislature, Regular Session, of the State of Texas.

(Por la presente se ordena que se lleve a cabo una eleccion el dia de 4de noviembre, 1997 para adoptar o rechazar la enmiendas propuestas constitucional asi como fueron sometidas por la 75a Legislatura Sesion Regular, de la Estado de Texas.)

Early Voting by Person Appearance will be conducted as follows:  
(La votacion adelantada en persona se llevara a cabo de tal manera:)

**Main Early Voting Site  
(Locacion Primaria)**

William B. Travis Building  
309 South 4th Street, Room 609  
Richmond, Texas 77469

**Branch Early Voting Sites  
(Locacion Auxiliar)**

Missouri City - City Hall  
1522 Texas Parkway  
Missouri City, Texas 77489

Fulshear City Hall  
30603 FM 1093  
Fulshear, Texas 77478

Stephen F. Austin High  
3434 Pheasant Creek Drive  
Sugar Land, Texas 77478

Chasewood Club House  
7622 Chasewood  
Missouri City, Texas 77489

The dates and times of Early Voting period for the above Early Voting Sites are:  
(Dias horas de Votacion Adelantada son:)

Monday (lunes)	October 20, 1997 (octubre 20, 1997)	8:00 a.m. - 5:00 p.m.
Tuesday (martes)	October 21, 1997 (octubre 21, 1997)	8:00 a.m. - 5:00 p.m.
Wednesday (miercoles)	October 22, 1997 (octubre 22, 1997)	8:00 a.m. - 5:00 p.m.
Thursday (jueves)	October 23, 1997 (octubre 23, 1997)	8:00 a.m. - 5:00 p.m.
Friday (viernes)	October 24, 1997 (octubre 24, 1997)	8:00 a.m. - 5:00 p.m.
Monday (lunes)	October 27, 1997 (octubre 27, 1997)	8:00 a.m. - 5:00 p.m.
Tuesday (martes)	October 28, 1997 (octubre 28, 1997)	8:00 a.m. - 5:00 p.m.
Wednesday (miercoles)	October 29, 1997 (octubre 29, 1997)	8:00 a.m. - 5:00 p.m.
Thursday (jueves)	October 30, 1997 (octubre 30, 1997)	7:00 a.m. - 7:00 p.m.

Friday  
(Viernes)

October 31, 1997  
(octubre 31, 1997)

7:00 a.m. - 7:00 p.m.

Applications to vote by mail should be mailed to:  
(Las solicitudes para boleta que se votaran por correo deberan enviarse a:)

**Steve Raborn, Elections Administrator  
Fort Bend County  
301 Jackson, Suite 101  
Richmond, Texas 77469**

Applications for ballot by mail must be received no later than the close of business on:  
(Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio en:)

October 28, 1997  
(octubre 28, 1997)

Issued this the 23rd day of September 1997,  
(Emitada este dia 23rd de septiembre 1997.)

  
\_\_\_\_\_  
Michael D. Rozell, County Judge  
(Firma del Juez del Condado)

**EARLY VOTING BY PERSONAL APPEARANCE FOR THE  
NOVEMBER 4, 1997 GENERAL ELECTION**

Early Voting by Personal appearance will be conducted at the:  
(La votacion adelantada en persona se llevara a cabo a el:)

**Main Early Voting Site:  
(Locacion primaria)**

William B. Travis Building  
309 South 4th, Rm. 609  
Richmond, Texas 77469  
June Santerre, Presiding Early Voting Judge

**Branch Early Voting Sites  
(Locacion auxiliar)**

Missouri City - City Hall  
1522 Texas Parkway  
Missouri City, Texas 77489  
Patsy Armbruster, Presiding Judge

Stephen F. Austin High  
3434 Pheasant Creek Dr  
Sugar Land, Texas 77478  
Frances Lawler, Presiding Judge

Chasewood Club House  
7622 Chasewood  
Missouri City, Texas 77489  
Charles Ballard, Presiding Judge

Fulshear City Hall  
30603 FM 1093  
Fulshear, Texas 77441  
Carolyn Smith, Presiding Judge

The dates and times of early voting period for the above **Early Voting Sites** are:  
(Dias y horas de votacion adelantada son):

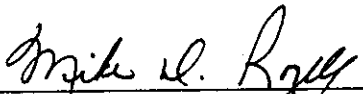
Monday (lunes)	October 20, 1997 (octubre 20, 1997)	8:00 A.M. - 5:00 P.M.
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Monday (lunes)	October 27, 1997 (octubre, 27 1997)	8:00 A.M. - 5:00 P.M.
Tuesday (lunes)	October 28, 1997 (octubre 28, 1997)	8:00 A.M. - 5:00 P.M.
Wednesday (miercoles)	October 29, 1997 (octubre 29, 1997)	8:00 A.M. - 5:00 P.M.
Thursday (jueves)	October 30, 1997 (octubre 30, 1997)	7:00 A.M. - 7:00 P.M.
Friday (viernes)	October 31, 1997 (octubre 31, 1997)	7:00 A.M. - 7:00 P.M.

Applications for ballot by mail should be mailed to:  
(Las solicitudes para boleta que se votaran por correo deberan enviarse a):

**Steve Raborn**  
**Elections Administrator**  
**301 Jackson, Suite 101**  
**Richmond, Texas 77469**  
**(281) 341-8670**

Applications for ballot by mail must be received no later than October 28, 1997.  
(Las solicitudes para boletas que se votaran en ausencia por correo deberan recibirse para el fin de las horas de negocio el octubre 28, 1997.)

Issued this the 23rd day of September 1997.  
(Emitada este 23rd dia de septiembre 1997.)

  
\_\_\_\_\_  
Signature of the County Judge  
(Firma de Juez del Condado)

**NOTICE OF SPECIAL ELECTION  
(AVISO DE ELECCION ESPECIAL)**

To the registered voters of the County of Fort Bend:  
(A los votantes registrados del Condado de Fort Bend, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 4, 1997 for voting in a General Election for the purpose of adopt or reject the proposed Constitutional Amendment as submitted by the 75th Legislature, Regular session, of the State of Texas.

(Notificacion esta dado por este medio para el lugar de votacion por la lista abajo abierto de las 7:00 de la manana hasta las 7:00 de la tarde, el 4 de noviembre de 1997, para adoptar o rechazar la enmiendas propuestas constitucionales asi como fueron sometidas por la 75a Legislatura Sesion Regular, de la Estado de Texas.)

**LOCATION OF POLLING PLACE  
(DIRECCION(es) DE LAS CASILLAS ELECTORALES)**

See Attached

**EARLY VOTING BY PERSONAL APPEARANCE FOR THE  
November 4, 1997 SPECIAL ELECTION**

**(La Votacion Adelantada en Persona para el 4 de noviembre, 1997 eleccion especial)**

Early Voting by Personal Appearance will be administered at the:  
(La Votacion Adelantada en Persona para administrar la eleccion:)

**Early Voting Site:  
(Locacion)**

Richmond Main Early Voting Site  
William B. Travis Building  
309 S. 4th St. 6th Floor  
Richmond, Texas 77469

**Branch Early Voting Sites  
(Locacion Auxiliar)**

Missouri City - City Hall 1522 Texas Parkway Missouri City, Texas 77489	- Stephen F. Austin High 3434 Pheasant Creek Dr Sugar Land, Texas 77478
Chasewood Club House 7622 Chasewood Missouri City, Texas 77489	Fulshear City Hall 30603 FM 1093 Fulshear, Texas 77441

The dates and times of the Early Voting period are:  
(Dias y horas de Votacion Adelantada son:)

Monday (lunes)	October 20, 1997 (octubre 20, 1997)	8:00 A.M. - 5:00 P.M.
Tuesday (martes)	October 21, 1997 (octubre 21, 1997)	8:00 A.M. - 5:00 P.M.

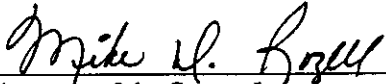
Wednesday (miercoles)	October 22, 1997 (octubre 22, 1997)	8:00 A.M. - 5:00 P.M.
Thursday (jueves)	October 23, 1997 (octubre 23, 1997)	8:00 A.M. - 5:00 P.M.
Friday (viernes)	October 24, 1997 (octubre 24, 1997)	8:00 A.M. - 5:00 P.M.
Monday (lunes)	October 27, 1997 (octubre, 27 1997)	8:00 A.M. - 5:00 P.M.
Tuesday (lunes)	October 28, 1997 (octubre 28, 1997)	8:00 A.M. - 5:00 P.M.
Wednesday (miercoles)	October 29, 1997 (octubre 29, 1997)	8:00 A.M. - 5:00 P.M.
Thursday (jueves)	October 30, 1997 (octubre 30, 1997)	7:00 A.M. -7:00 P.M.
Friday (viernes)	October 31, 1997 (octubre 31, 1997)	7:00 A.M. - 7:00 P.M.

Applications to vote by mail should be mailed to:  
(Las solicitudes para boleta que se votaran por correo deberan enviarse a:)

**Steve Raborn**  
**Fort Bend County Elections Administrator**  
**301 Jackson, Suite 101**  
**Richmond, Texas 77469**

Applications for ballot by mail must be received no later than October 28, 1997.  
(Las solicitudes para boletas que se votaran en ausencia por correo deberan recibirse para el fin de las horas de negocio el octubre 28, 1997.)

Issued this the 23rd day of September 1997.  
(Emitada este 23rd dia de septiembre 1997.)

  
\_\_\_\_\_  
Signature of the County Judge  
(Firma de Juez del Condado)

AGENDA FOR 09/23/97

#24 DRAFT #1

TO: DANA  
FROM: PAULETTE, ENGINEERING

1. CONSIDER APPROVING APPLICATION FROM DURWOOD GREENE CONSTRUCTION COMPANY TO CONSTRUCT THREE (3) DRIVEWAY TIE-INS ON FIRST COLONY BOULEVARD, PCT. 4.
2. CONSIDER APPROVING APPLICATION FROM JOEL A. TRIMM CONSTRUCTION COMPANY TO DO TWO (2) BOREINGS, 8" WATER LINE AND 24" R.C.P. STORM SEWER UNDER CASTLEMONT, PCT.3.
3. CONSIDER RELEASING CASHIER CHECK #6775002569 TO JIM ELAM / MOHAMMED DEAN FOR COMPLETION OF WORK AT 7910 FRESNO DRIVE, PCT.3.
4. CONSIDER APPROVING APPLICATION FROM ENTEX, A DIVISION OF HOUSTON INDUSTRIES TO BURY A 3/4" STEEL H.D. SERVICE LINE UNDER VOSS ROAD, PCT.3.
5. CONSIDER ACCEPTING SAFECO INSURANCE COMPANY OF AMERICA PERPETUAL BOND #5893554 FOR SOUTHWESTERN BELL TELEPHONE COMPANY.
6. CONSIDER APPROVING THE PLAT FOR CANYON GATE, CINCO RANCH, SECTION 1, PCT.3.

ADDED

7. *Consider authorizing a payment to Entex for \$2500 in connection with a gas line adjustment on East End Annex project*



**ENTEX**

713-654-5136

**A NORMAN ENERGY COMPANY**

September 16, 1997

**AGENDA ITEM**

9/23/97

PTI, Inc.  
ATTN Tajudeen Are  
2925 Briarpark Drive  
Houston, Texas 77042

RE: RELOCATION COST TO OFFSET EXISTING ENTEX GAS FACILITIES  
AT THIRD AND MAIN FOR A PROPOSED CULVERT AND DRIVEWAY

Dear Mr. Are:

As per our telephone conversation, I have prepared a cost estimate to relocate 40' of 2" steel gas main under a proposed cast in place culvert and a proposed 20' driveway and the cost is \$2,500.00. Once I receive the payment, I will issue the construction order. Please make the check payable to Entex and send it to me in suite 851 at the 1600 Smith address detailed below.

If I can be of any further assistance, please contact me at (713) 654-5161.

Sincerely,



Celeste A. Waterwall  
Engineering Associate

waterwall@orchard.doc

Houston Division • 1600 Smith • P. O. Box 2628 • Houston, Texas 77252-2628 • 713 / 654-5100

TOTAL P.02



ENGINEERS, PLANNERS

HOUSTON OFFICE  
2925 BRIARPARK DR.  
SUITE 850  
HOUSTON, TX 77042  
713-266-6145  
FAX: 713-974-4812  
E-mail, ptinc @ ziplink.net

AGENDA ITEM

9/23/97

17 September, 1997

Mr. Jess Hegemier  
Fort Bend County Engineering Dept.  
1124 Blume Road  
Rosenburg, Texas 77471

Re: *Cost for Re-Routing Buried 2" Steel  
Gas Pipeline from the Proposed Concrete  
Box Culvert*

Dear Jess:

*Juarez Construction Company* notified PTI, Inc. that a 2" inch diameter, 40 feet long steel gas pipe was found in the path of the proposed concrete culvert for the East End Annex Addition.

*PTI, Inc.* was advised after the review of the gas facility by Entex Gas Company that the gas line would have to be dropped 1'-6" (one foot and six inches) below the proposed Box Culvert bottom elevation and that the cost for labor and materials has been estimated to be \$2,500.00 (Two Thousand Five Hundred Dollars).

The aforementioned changes need to be approved in order to prevent any further delay of the project.

Should you have any further questions, please do not hesitate to call us.

Sincerely,

Deen Are  
Project Architect

c:/Dccn/letters/JessHegc

OFFICES IN:

CLEVELAND, OH  
216-698-3141

HOUSTON, TX  
713-266-6145

MILWAUKEE, WI  
414-332-2550

NEW YORK, NY  
212-244-4062

PITTSBURGH, PA  
412-359-2008

024 P01

SEP. 17 '97 15:26

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

24/1/1

On this 23 day of September, 19 97, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Durwood Greene Const. Co. Job Location First Colony Boulevard Dated 9-15-97 Bond No. 8139-81-85, Permit No. 81868 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Jutts, seconded by Commissioner Weyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

Mail notices to: Permit Administrator  
 Fort Bend County Engineering  
 P. O. Box 1449  
 Rosenberg, Texas 77471-1449  
 713/342-3039, EXT. 111

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

By [Signature]  
 County Engineer

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

By N/A  
 Drainage District Engineer/Manager

Clerk of Commissioners Court  
 By [Signature]  
 Deputy

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

APPLICANT'S JOB NO. 196-1  
 PERMIT NO. 081868 CT. NO. 4  
 BOND NO. 8139-81-85

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

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

Road or Ditch Name	Distance & Direction From	Length of	Type of Construction
	Nearest Intersection	Crossing	Bored:Jacked:Driven:Cased
First Colony Boulevard	350' (U.S. Hwy 59 and First Colony Blvd.)	50'	
First Colony Boulevard	650' (U.S. Hwy 59 and First Colony Blvd)	80'	
First Colony Boulevard	950' (U.S. Hwy 59 and First Colony Blvd)	50'	

Along Roads and/or Drainage Ditches

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

General Description

Consist of three entrances located in the South West part of the Colony

Square parking lot tie in to First Colony Boulevard

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: Durwood Greene Construction Co.  
 AGENT and/or OWNER

Jerry L. Berry V.P.  
 (Signature)

NAME & TITLE Jerry L. Berry  
 (Please Print)

DATE: 9-15-97

ADDRESS: P. O. Box 1338  
 (Street/P.O. Box)

Stafford, Texas 77497-1338

City Stafford State Texas Zip 77497  
 TELEPHONE NO: 281 499 1551

(accessible 24 hrs/day, 7 days/week)

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

**AUTHORIZED**

**BOND NO** 8139-81-85

**THE STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF FORT BEND**

§

**THAT WE,** DURWOOD GREENE CONSTRUCTION CO. whose address is P. O. BOX 1338,  
STAFFORD, Texas, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY,  
a Corporation existing under and by virtue of the laws of the State of  
INDIANA and authorized to do an indemnifying business in the State of Texas, and whose  
principal office is located at WARREN, NEW JERSEY, whose officer residing in the State of Texas,  
authorized to accept service in all suits and actions brought within said State is ROBERT BOBO  
and whose address is 2000 WEST LOOP SOUTH, SUITE 1800, HOUSTON, TEXAS 77027, hereinafter called the Surety, and held and firmly bound  
unto, Michael D. Rozell, County Judge of Fort Bend County, Texas, or his successors in office, in  
the full sum of TWO THOUSAND AND NO/100<sup>00</sup>-- Dollars (\$2,000.00\*\*) current, lawful money of the United States of  
America, to be paid to said Michael D. Rozell, County Judge of Fort Bend County, Texas, or his  
successors in office, to which payment well and truly to be made and done, we, the undersigned, bind  
ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal  
representatives, jointly and severally, by these presents.

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

COLONY SQUARE AT FIRST COLONY BOULEVARD

**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 16TH day of SEPTEMBER, 19 97.

DURWOOD GREENE CONSTRUCTION CO.

**PRINCIPAL**

**BY**

**SURETY**

*James L. Perry V.P.*

FEDERAL INSURANCE COMPANY

BY

*Pamela Prokop*

PAMELA PROKOP/ATTORNEY-IN-FACT

**POWER OF ATTORNEY**  
**FEDERAL INSURANCE COMPANY**  
ATTN: SURETY DEPARTMENT  
15 Mountain View Road, Warren, NJ 07059  
Telephone: (908) 903-2000  
Fax No.: (908) 903-3656

Know all Men by these Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint William H. Ratz, Pamela Prokop and Larry H. Senkel of Houston, Texas-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Bail Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument Bonds; Lease Bonds, Workers' Compensation Bonds, Miscellaneous Surety Bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 11th day of March 19 96

Corporate Seal



Kenneth C. Wendel

Assistant Secretary

FEDERAL INSURANCE COMPANY  
BY

Frank Robertson

Vice President

STATE OF NEW JERSEY } ss.  
County of Somerset

On this 11th day of March 1996, before me personally came Kenneth C. Wendel to me known and by me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with Frank Robertson and knows him to be the Vice President of said Company, and that the signature of said Frank Robertson subscribed to said Power of Attorney is in the genuine handwriting of said Frank Robertson and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Acknowledged and Sworn to before me  
on the date above written.

Notary Public

**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE WRITE TO US AT THE ADDRESS LISTED ABOVE.**

CERTIFICATION

STATE OF NEW JERSEY }  
County of Somerset } ss.

I, the undersigned, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice Chairman or the President or a Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the law.

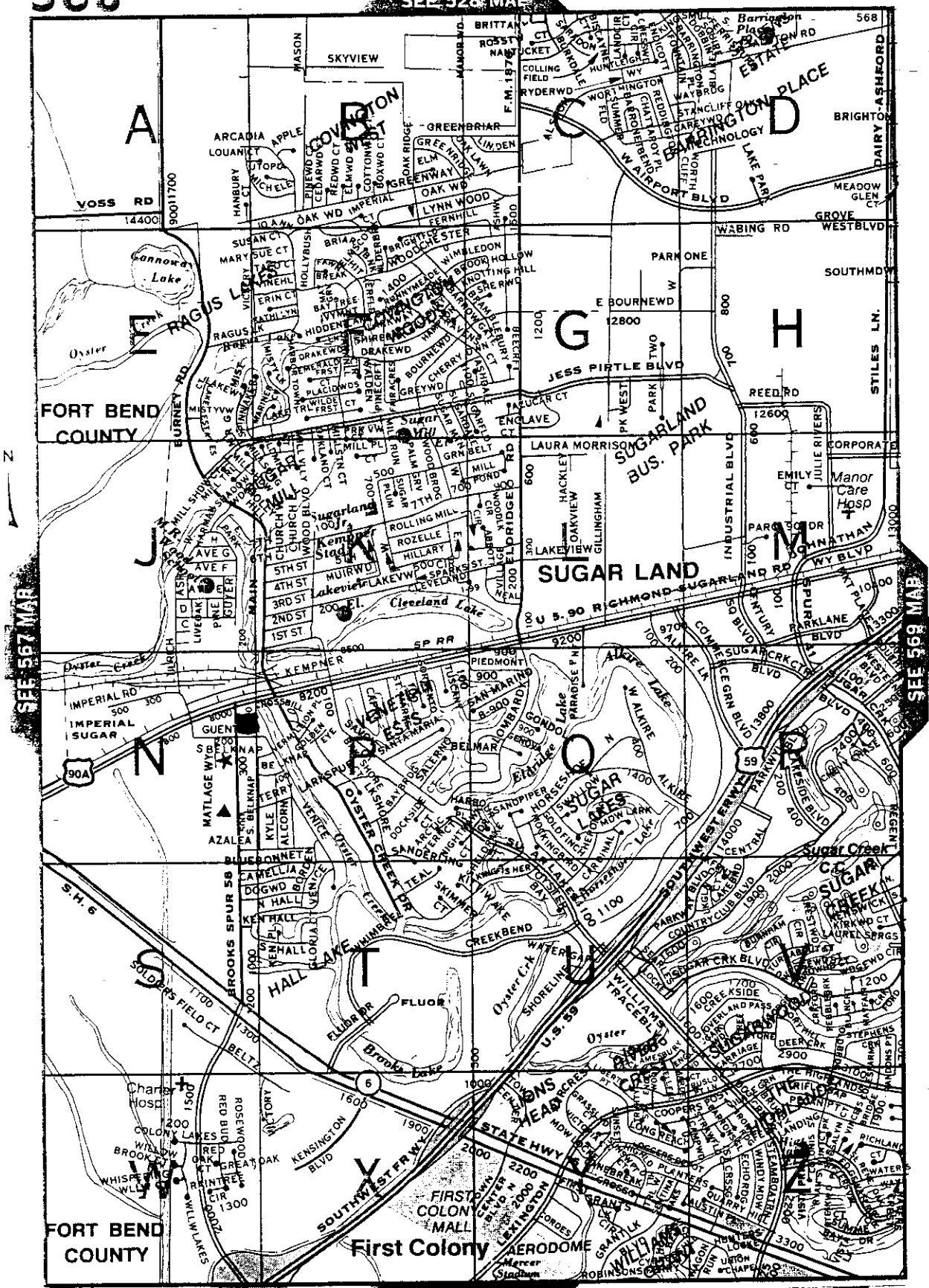
I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 16TH day of SEPTEMBER, 1997.

Corporate Seal

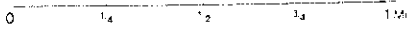


*Patricia A. Johnson*  
Assistant Secretary



SEE 567 MAP

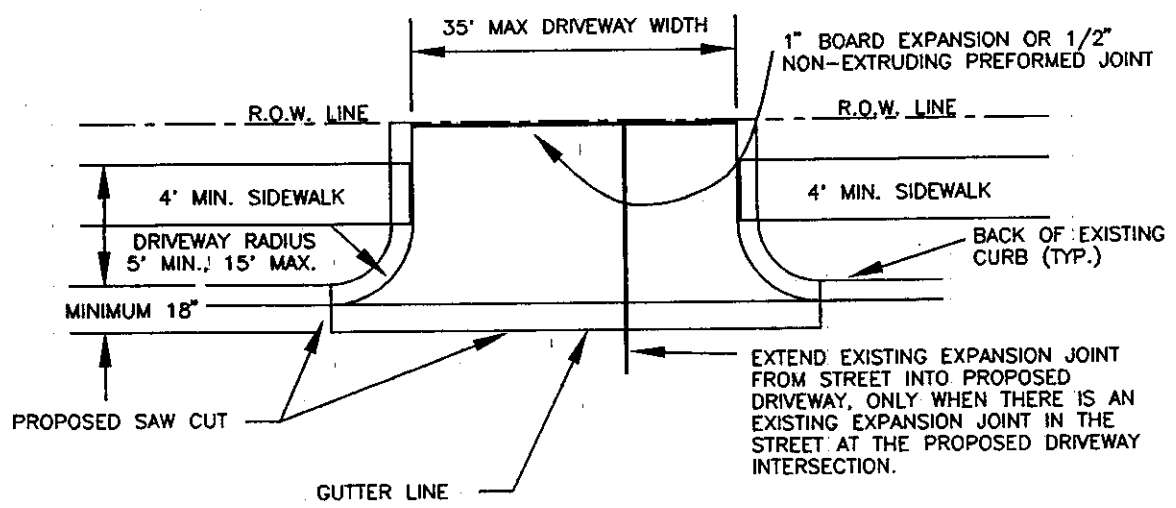
SEE 569 MAP



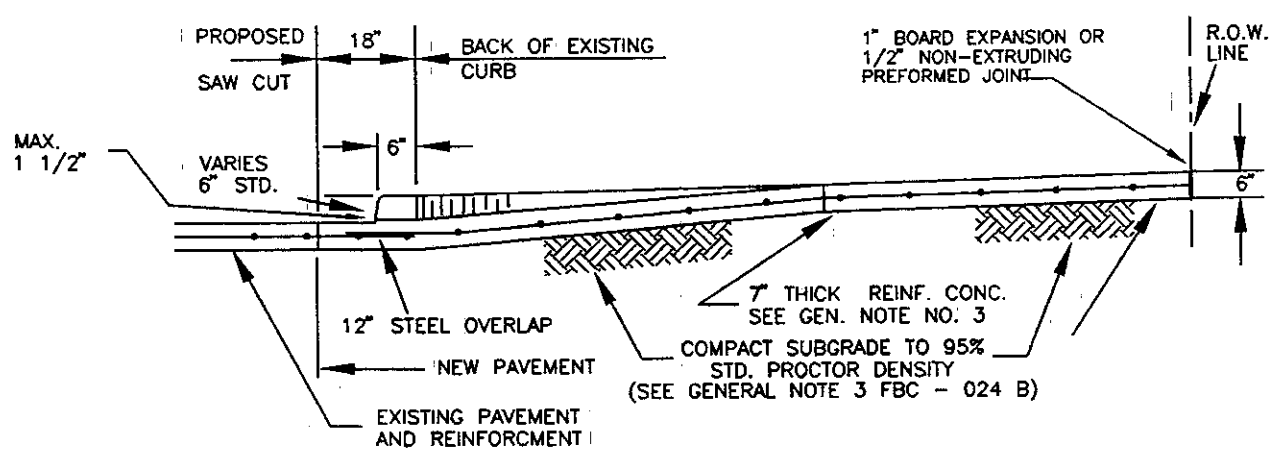


WHEN A COMMERCIAL SIDEWALK, DRIVEWAY OR CURB OR GUTTER IS CONSTRUCTED, RECONSTRUCTED, REPAIRED OR REGARDED ON COUNTY RIGHT-OF-WAY. FOR USE WITH CONCRETE OR ASPALT CURBED TYPE STREETS, USE SECTIONS APPLICABLE.

A. USE FOR ALL PROPOSED EXISTING CURB REMOVAL FOR DRIVEWAYS



B. USE FOR ALL PROPOSED DRIVES ON CURBED TYPE STREETS



DRIVEWAYS ON CURB  
TYPE STREETS  
COMMERCIAL AREA

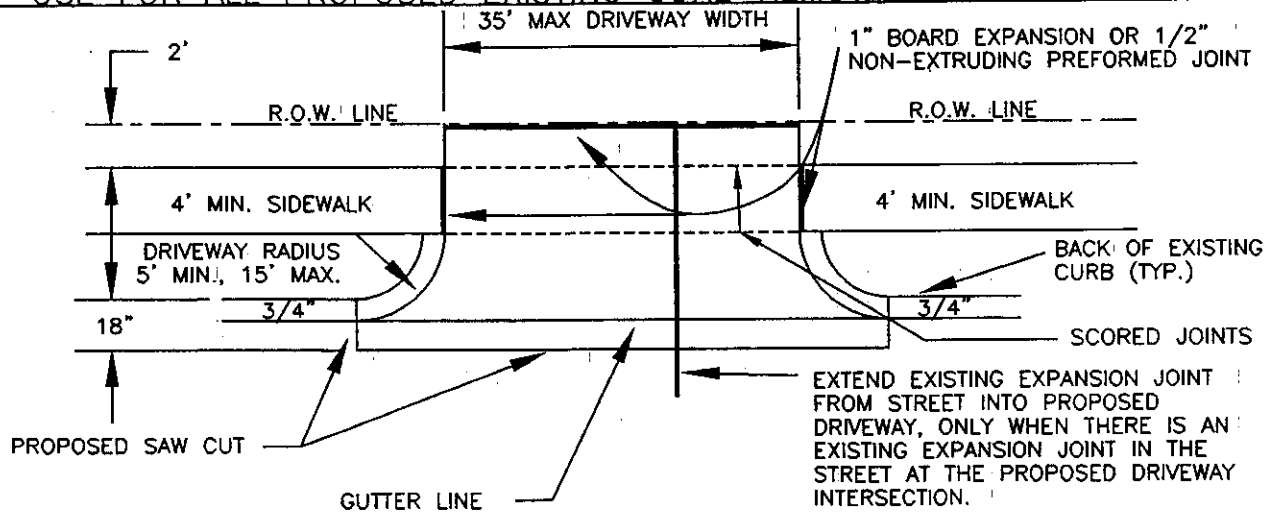
APPROVED BY:  
LOUIS E. HOOD, P.E.  
DATE DRAWN: 10-5-95  
REVISED:

DRAWN BY:  
L. BRDECKA  
DRAWING NO.:  
FBC-025A

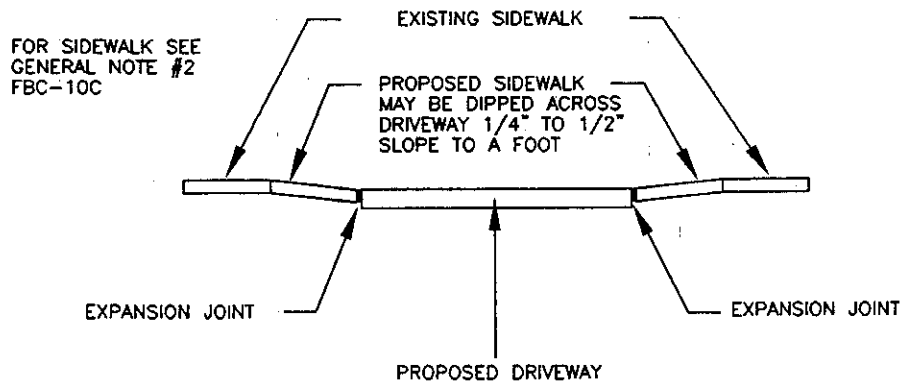
FORT BEND COUNTY ENGINEERING DEPARTMENT

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

A. USE FOR ALL PROPOSED EXISTING CURB REMOVAL FOR DRIVEWAYS:



B. USE WHEN PROPOSED DRIVEWAY IS TO BE BUILT WITH EXISTING SIDEWALKS WITH EXCESSIVE GRADE:



SIDEWALKS & DRIVEWAYS  
WITH  
CURB TYPE STREETS  
RESIDENTIAL AREA

APPROVED BY:

LOUIS E. HOOD, P.E.

DATE DRAWN: 2-1-94

REVISED: 4-10-97

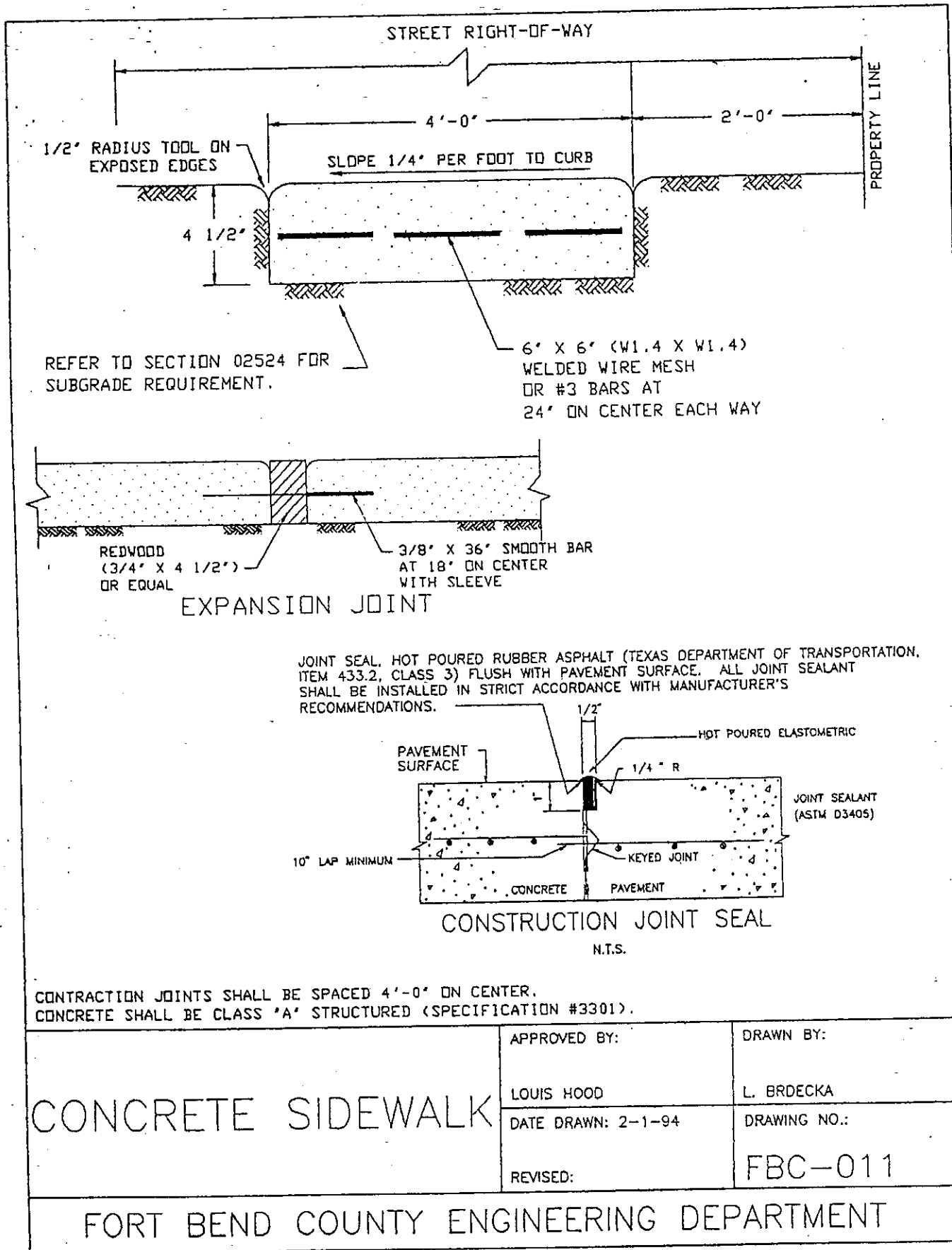
DRAWN BY:

L. BRDECKA

DRAWING NO.:

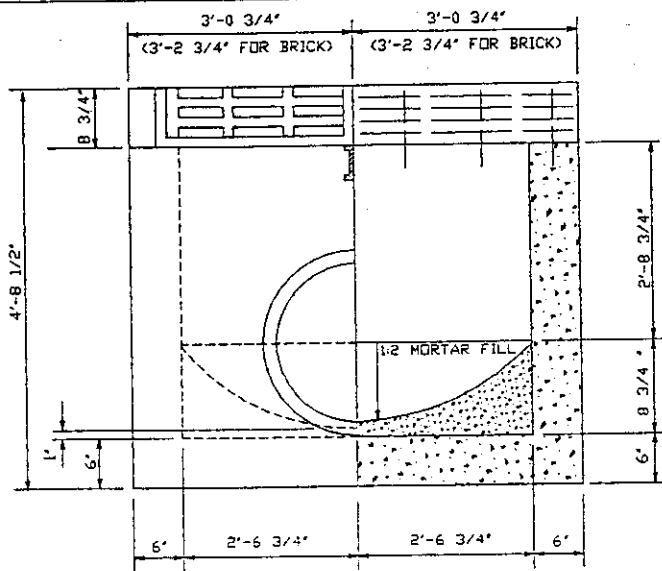
FBC-010A

FORT BEND COUNTY ENGINEERING DEPARTMENT

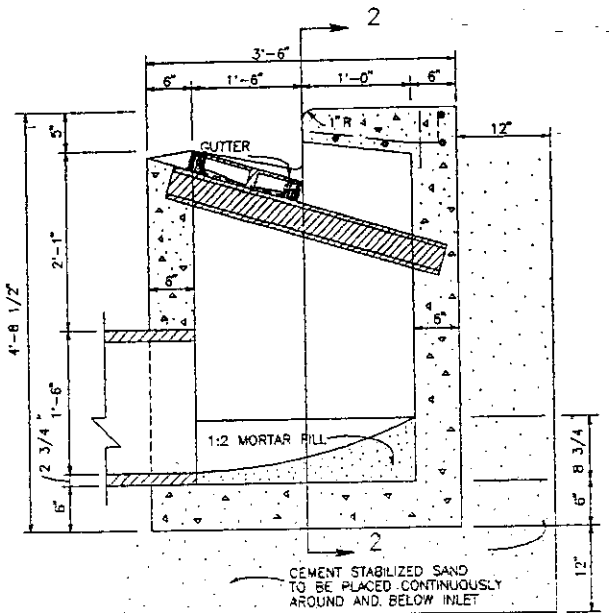


CONCRETE SIDEWALK	APPROVED BY:	DRAWN BY:
	LOUIS HOOD	L. BRDECKA
	DATE DRAWN: 2-1-94	DRAWING NO.:
	REVISED:	FBC-011

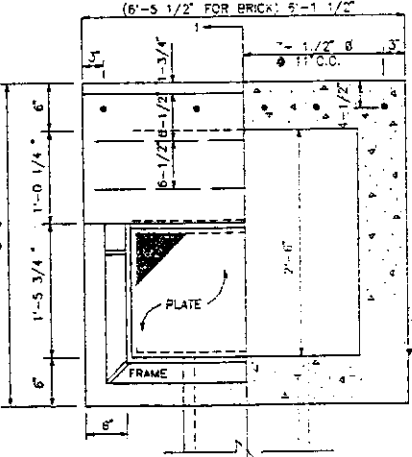
FORT BEND COUNTY ENGINEERING DEPARTMENT



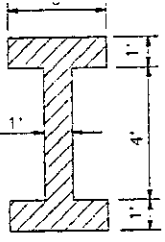
HALF FRONT ELEVATION  
HALF SECTION 2-2 INLET



SECTION 1-1  
N.T.S.



HALF PLAN-HALF HORIZONTAL SECTION

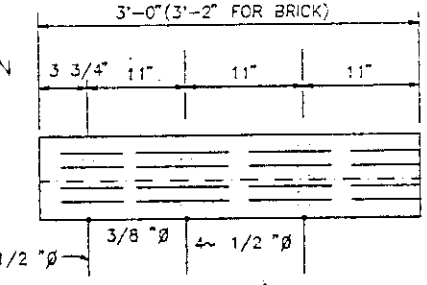


SECTION OF I BEAM  
N.T.S.

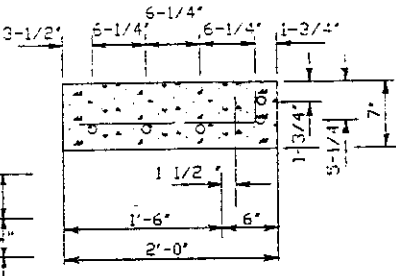
GENERAL NOTES:

- USE STANDARD CAST IRON FRAME AND PLATES.
- LEAD SHALL LEAVE INLET AT LOCATION AND GRADE REQUIRED.
- WHEN BRICK INLETS ARE BUILT, EXTEND DOWELS 4' FROM CURB BEAM INTO BRICKWORK. WHEN BRICK INLETS ARE BUILT, WALLS SHALL BE INCREASED TO 8 INCHES AND INLET BEAMS TO BE 4 INCHES LONGER.

BAR LIST				
NO.	SIZE	LENGTH	SHP	LOC
4	1/2" ∅	5'-10"	ST.	HORIZ
7	1/2" ∅	0'-10"	ST.	VERT
7	3/8" ∅	1'-6"	BT.	



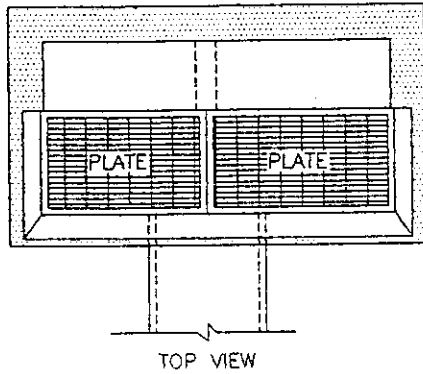
CURB BEAM B-B INLET  
N.T.S.



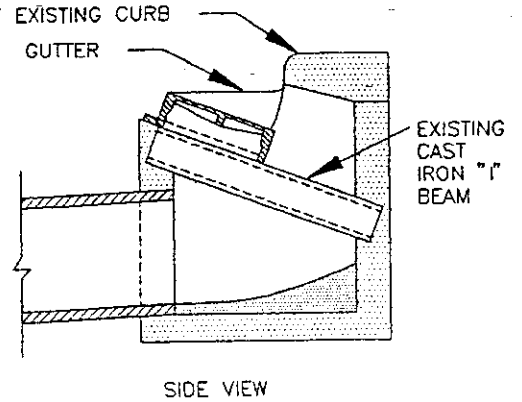
CURB BEAM

<h1>TYPE "BB" INLET</h1>	APPROVED BY:	DRAWN BY:
	LOUIS HOOD	L. BRDECKA
	DATE DRAWN: 2-1-94	DRAWING NO.:
REVISED:	FBC-062	
<h2>FORT BEND COUNTY ENGINEERING DEPARTMENT</h2>		

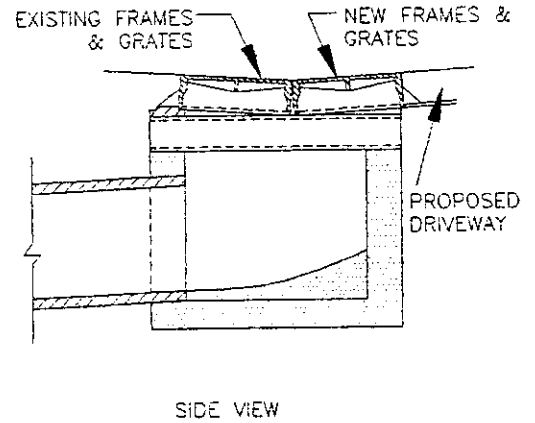
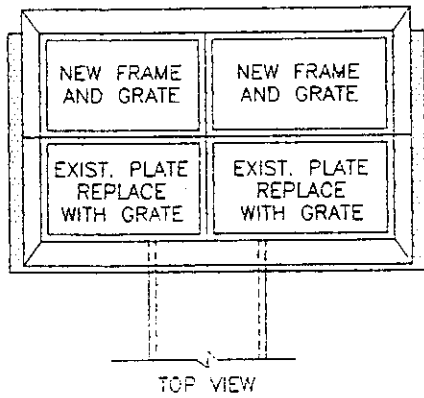
STEP 1: EXISTING TYPE "B-B" INLET



REMOVE EXISTING CURB  
GUTTER

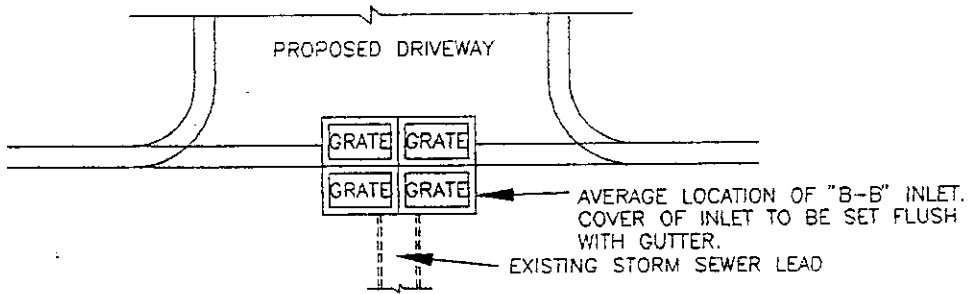


STEP 2:

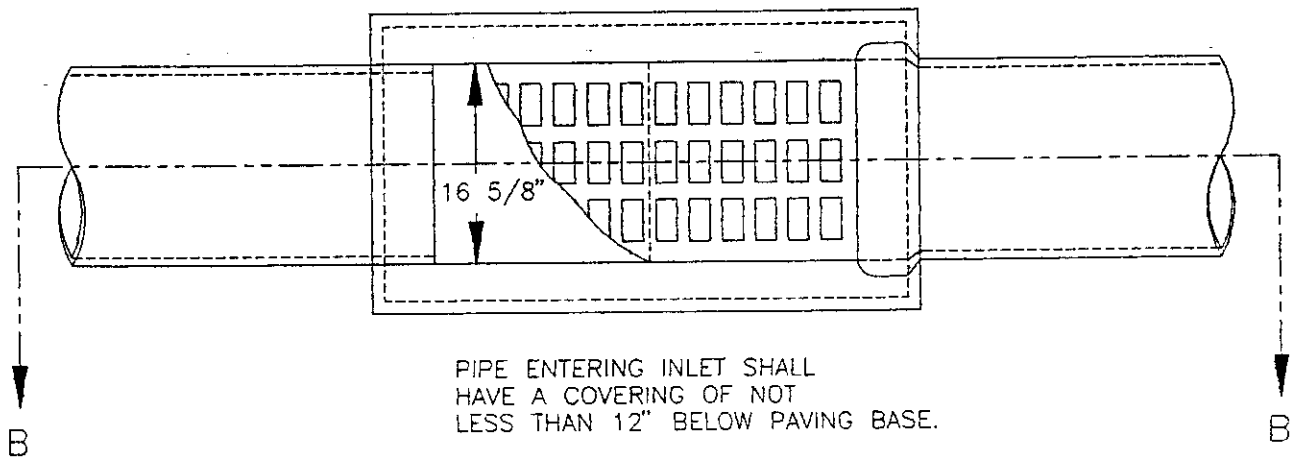


STEP 3: CONSTRUCT NEW TYPE "B-B" INLET  
ON CURB RETURN OF PROPOSED DRIVEWAY.

1. AFTER REMOVING EXISTING CURB, RAISE EXISTING "I" BEAM TO GRACE AND RESET EXISTING FRAMES.
2. REPLACE EXISTING PLATES WITH GRATES.
3. ADD NEW FRAMES AND GRATES NEXT TO EXISTING FRAMES.
4. BACKFILL INLET TO A POINT ONE FOOT BEHIND THE CURB WITH 1 1/2 SACK/TON CEMENT STABILIZED SAND.

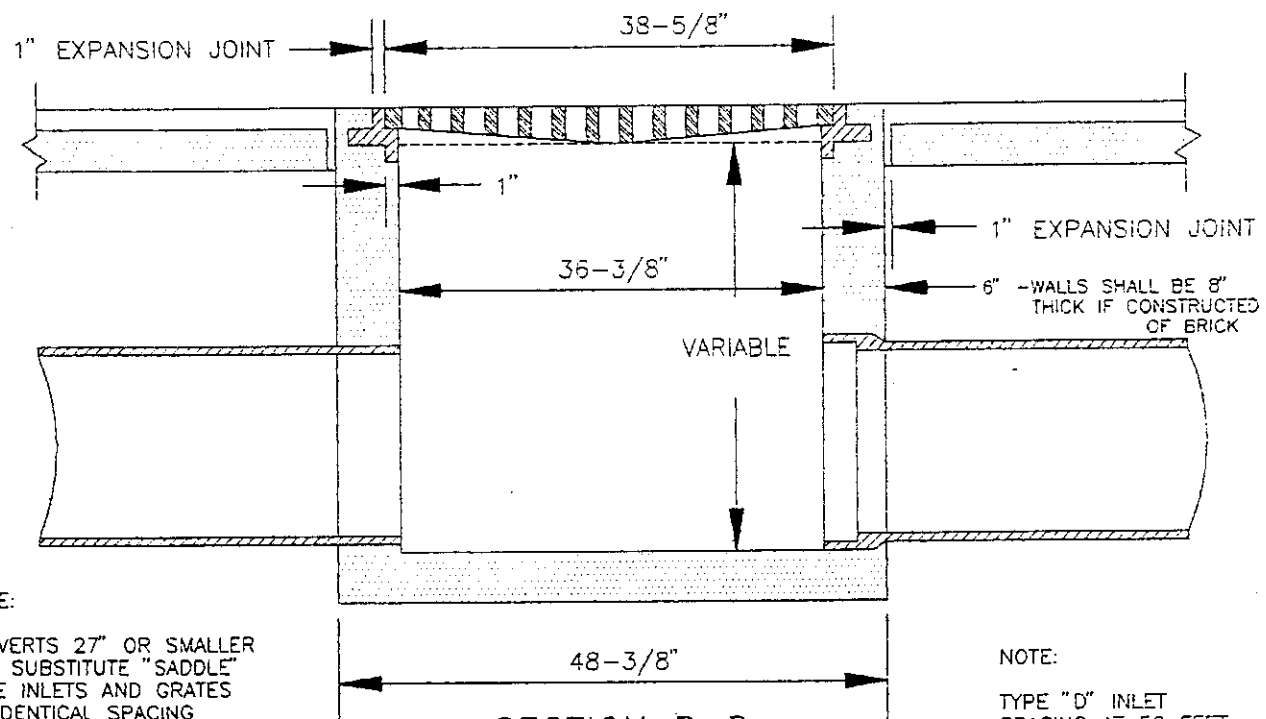


<p>TYPE "B-B" INLET RELOCATION</p>	APPROVED BY:	DRAWN BY:
	LOUIS HOOD	L. BRDECKA
	DATE DRAWN: 2-1-94	DRAWING NO.:
REVISED:	FBC-062A	
<p>FORT BEND COUNTY ENGINEERING DEPARTMENT</p>		



PIPE ENTERING INLET SHALL  
HAVE A COVERING OF NOT  
LESS THAN 12" BELOW PAVING BASE.

PLAN  
N.T.S.



NOTE:  
CULVERTS 27" OR SMALLER  
MAY SUBSTITUTE "SADDLE"  
TYPE INLETS AND GRATES  
AT IDENTICAL SPACING  
OF 50 FEET WITH MINIMUM  
CULVERT SIZE BEING 18".

NOTE:  
TYPE "D" INLET  
SPACING AT 50 FEET  
(MAXIMUM).

SECTION B-B  
N.T.S.

<h1>TYPE "D" INLET</h1>	APPROVED BY:	DRAWN BY:
	LOUIS HOOD	L. BRDECKA
	DATE DRAWN: 2-1-94	DRAWING NO.:
REVISED:	FBC-064	
<h2>FORT BEND COUNTY ENGINEERING DEPARTMENT</h2>		

GENERAL NOTES FOR SIDEWALKS AND DRIVEWAYS

1. PROPOSED DRIVEWAY, SIDEWALK, CURB, GUTTER LINE AND GRADE SHALL MATCH EXISTING STREET.
2. PROPOSED SIDEWALK SHALL BE CONSTRUCTED WITH PORTLAND CEMENT, CLASS A STRUCTURAL (REFER TO SPECIFICATION 03301), 4 1/2 INCHES THICK AND 4 FEET MINIMUM WIDTH.
3. PROPOSED DRIVEWAY AND CURB SHALL BE BUILT WITH PORTLAND CEMENT CONCRETE, CLASS A STRUCTURAL (REFER TO SPECIFICATION 03301), 6 INCHES THICK, FROM PROPOSED SAW CUT AT EXISTING PAVEMENT TO RIGHT-OF-WAY LINE AND TO BE REINFORCED WITH #4 DEFORMED REINFORCING BARS ( MINIMUM, ASTM A615 GRADE 60, UNLESS NOTED ) SPACED AT 24 INCHES C.C., EACH WAY, WITH 10 INCHES MINIMUM LAP.
4. PROPOSED DRIVEWAY REINFORCING STEEL IS TO BE TIED TO EXISTING ROADWAY REINFORCING STEEL WITH A MINIMUM 12 INCHES LAP.
5. PROPOSED GUTTER LINE IS TO BE MAINTAINED AT FACE OF EXISTING CURB.
6. SAW CUT EXISTING CURB AT EACH END OF PROPOSED DRIVEWAY AND KNOCK OUT EXISTING CURB.
7. SAW CUT EXISTING PAVEMENT MINIMUM 2 INCHES AND BREAK OUT TO EXPOSE EXISTING REINFORCEMENT STEEL AT LEAST 12 INCHES AT PROPOSED DRIVEWAY INTERSECTION.
8. COMPACT SUBGRADE FOR PROPOSED DRIVEWAY CONNECTION FROM PROPOSED SAW CUT AT EXISTING PAVEMENT TO RIGHT-OF-WAY LINE, COMPACT TO 95% OF STANDARD PROCTER DENSITY (+/- 2% OPT. MOISTURE). THE COUNTY ENGINEER RESERVES THE RIGHT TO REQUIRE LABORATORY TESTS IF HE DEEMS THEM NECESSARY.
9. PLACE AND COMPACT 4 INCH CLEAN BANK SAND.
10. PROPOSED AREA FROM BACK OF CURB TO SIDEWALK AND FROM SIDEWALK TO RIGHT-OF-WAY LINE MAY BE CONCRETE OR DIRT ( ROADWAYS WITH CURBS AND SIDEWALKS ).
11. IF MORE THAN ONE PROPOSED DRIVEWAY IS BUILT ON THE SAME PROPERTY, SAID DRIVEWAYS SHALL SEPERATED BY A MINIMUM DISTANCE OF AT LEAST 20 FEET ( ROADWAYS WITH CURBS AND SIDEWALKS ).
12. SIDEWALKS SHALL HAVE 3/4 INCH REDWOOD BOARD EXPANSION JOINTS OR HALF INCH (1/2") NON-EXTRUDING PREFORMED JOINTS EVERY 20 FEET ( MINIMUM ) OR 36 FEET ( MAXIMUM ) THROUGHOUT ENTIRE LENGTH SCORE OR SAWCUT ON 6 FEET CENTERS.
13. PLACE ONE-INCH BOARD EXPANSION JOINT OR HALF-INCH (3/4") NON-EXTRUDING PREFORMED JOINT BETWEEN SIDEWALK AND CURB, AROUND FIRE HYDRANTS AND UTILITY POLES.

CONSTRUCTION NOTES FOR SIDEWALKS & DRIVEWAYS ON CURB TYPE STREETS RESIDENTIAL AREA	APPROVED BY:	DRAWN BY:
	LOUIS E. HOOD, P.E.	L. BRDECKA
	DATE DRAWN: 10-4-95	DRAWING NO.:
	REVISED: 4-8-97	FBC-010C

FORT BEND COUNTY ENGINEERING DEPARTMENT

On this 23 day of September, 19 97, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Joel A. Trimm Const. Co. Job Location Castlemont Dated 9-5-97 Bond No. CC-13306, Permit No. 81867 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Getts, seconded by Commissioner Myers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

Mail notices to: Permit Administrator  
 Fort Bend County Engineering  
 P. O. Box 1449  
 Rosenberg, Texas 77471-1449  
 713/342-3039, EXT. 111

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

By R. Jesse Hegeman  
 County Engineer

By N/A  
 Drainage District Engineer/Manager

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

Clerk of Commissioners Court  
 By Linda Munoz  
 Deputy



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

APPLICANT'S 061867  
PERMIT NO. 81867 PCT. NO. 3  
BOND NO. CC-13306

Formal notice is hereby given that Joel A. Trimm Construction Company, Inc. on behalf of Kingsbridge Municipal Utility District 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
(a)	Castlemont	150 FT South of Bissonnet	50'	x			
(b)	Castlemont	160 FT South of Bissonnet	50'	x	x		

Along Roads and/or Drainage Ditches

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

General Description

- (a) 50 FT Bore of 8-Inch Water Line
- (b) 50 FT Bore of 24-Inch RCP Storm Sewer

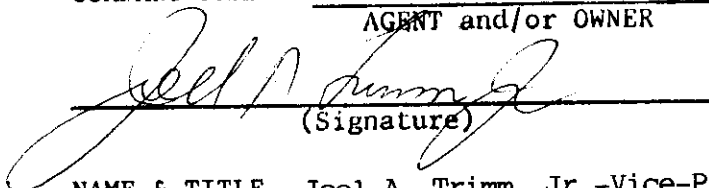
The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or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

  
(Signature)

NAME & TITLE Joel A. Trimm, Jr.-Vice-President  
(Please Print)

DATE: September 5, 1997

ADDRESS: P.O. Box 1599  
(Street/P.O. Box)

Brookshire, TX 77423  
City State Zip

TELEPHONE NO: (281) 375-5886  
(accessible 24 hrs/day, 7 days/week)

FND. 5/8" I.R. - 5G  
EX. STM. M.H. - 5G

FND. 5/8" I.R.

EX. 7" CONC. PVMT.  
W/ 6" CONC. CURBS

SPRINKLER BOX  
SPRINKLER VALVE  
W.M.

FND. 5/8" I.R.  
FND. 5/8" I.R.

18" TREE

42" HACKBERRY

17" HACKBERRY  
36" HACKBERRY

- 1 - 8" X 8" T.S. & V.
- 1 - 8" G.V. & B.
- 3 - 8" X45° BEND, A.B.
- 1 - 8" TEE, A.B.

G.V. & B.  
X 45° BEND, A.B.

TYPE "BB" INLET  
TC=86.03  
FL=81.36

STA. 11+80  
TYPE "BB" INLET.  
TC=85.44  
FL=80.77

STA. 11+15 - 19' LT.  
SAN. M.H. - 7

STA. 11+80  
TYPE "C-1" INLET  
TC=85.44  
FL=80.57

1 - 8" X 45° BEND, A.B.

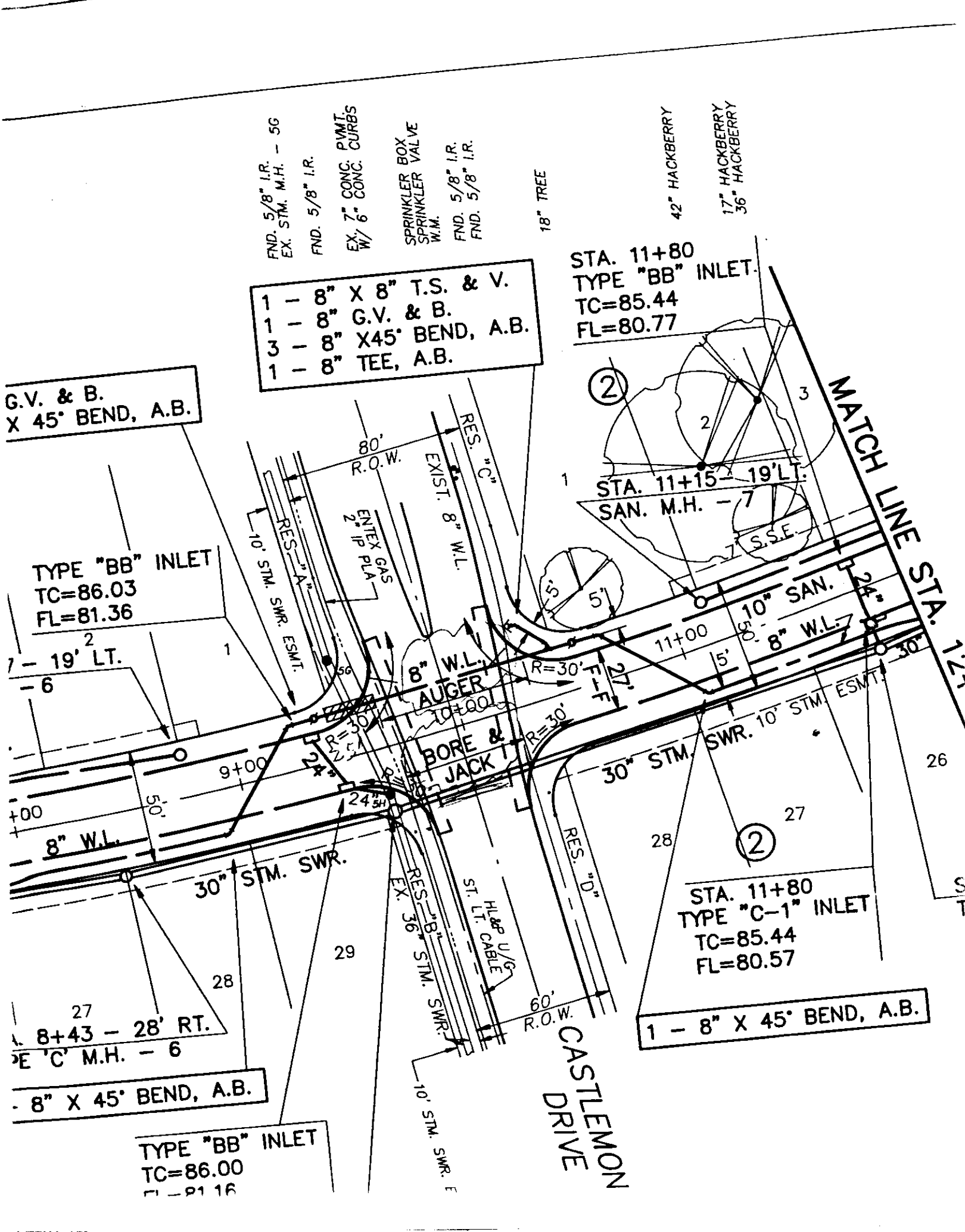
TYPE "BB" INLET  
TC=86.00  
FL=81.16

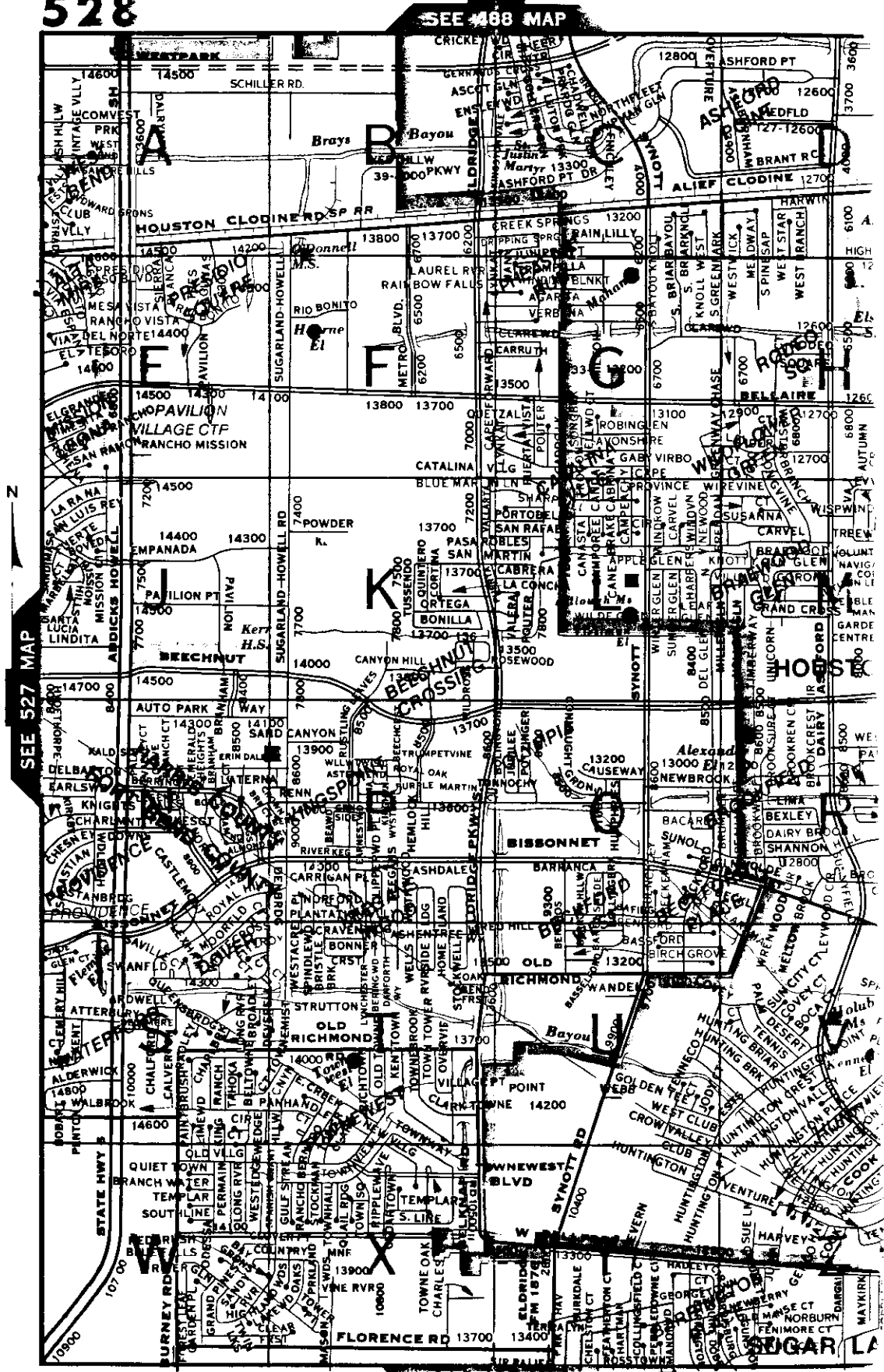
8+43 - 28' RT.  
E "C" M.H. - 6

8" X 45° BEND, A.B.

MATCH LINE STA. 11+75

CASTLEMON  
DRIVE





SEE 527 MAP

# COUNTY OF FORT BEND

## Engineering Department

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

Sidney M. Shaver  
Permit Administrator

1124 Blume Road  
Phone: (713) 342-3039

### RELEASE AUTHORIZATION

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

check one or more documents per project

#### PERPETUAL BOND

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

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

#### PERFORMANCE BOND

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

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

#### CASHIER'S CHECK

# 6775002569 \$ 2,000.

Name: Jim Elam / Mohammed Dean

#### RIDER TO BOND

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

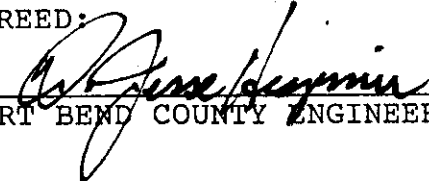
Name: \_\_\_\_\_

PERMIT NUMBER (name or location):

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Jim Elam / Mohammed Dean  
Address: 8627 Rustling Leaves  
City/State/zip: Houston, TX 77083

AGREED:

  
FORT BEND COUNTY ENGINEER

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

COURT APPROVED: 9-23-97 # 23/3  
DATE OF RETURN: 9-30-97  
BY: Sinda Munoz  
Deputy County Clerk

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

AS PER ORIGINAL

Company Name: JIM ELAM / MOHAMMED DEAN

Permit No. 81861

Date: 8-11-97

General Description: CONSTRUCT RESIDENTIAL DRIVEWAY  
TIE-IN, SIDEWALK, & TYPE "D" INLET AT 7910 FRESNO DRIVE,  
PCT 3

Contact: JIM ELAM

Phone No. 713-990-7438

Approved in Commissioners' Court.

Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

Construction start up as per written notice. Date: \_\_\_\_\_

Mailed permit. Date: \_\_\_\_\_

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

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

Remarks: \_\_\_\_\_

Steven J. Evans  
Engineering Department's Representative

9/9/97  
Date

\_\_\_\_\_  
Commissioner Precinct's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Drainage District's Representative

\_\_\_\_\_  
Date

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

FORT BEND COUNTY CLERK  
TRUST FUND  
COUNTY COURTHOUSE  
RICHMOND, TX 77469

September 30, 1997

1086

35-2/1130

PAY TO THE ORDER OF

Jim Elam/Mohammed Dean

\$ 2,000.00

FT. BEND COUNTY 2,000dals00cts

DOLLARS

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

19				
	release on permit #81851			
	9-23-97 Comm. CE. #23(B)			

*[Signature]*  
COUNTY AUDITOR

*[Signature]*  
Linda Munoz, Deputy County Clerk

⑈001086⑈ ⑆113000023⑆ ⑈8029000194⑈

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

24/4

On this 23 day of SEPTEMBER, 19 97, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of ENTEX, A DIV. OF HOUSTON INDUSTRIES Job Location Voss Rd

Dated 9-16-97 Bond No. 40S100796438 BCA, Permit No. 81869

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Gutts, seconded by Commissioner Meyers, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

Mail notices to: Permit Administrator  
Fort Bend County Engineering  
P. O. Box 1449  
Rosenberg, Texas 77471-1449  
713/342-3039, EXT. 111

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

By R. Gene Hegeman  
County Engineer

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

By N/A  
Drainage District Engineer/Manager

Clerk of Commissioners Court  
By Frida Munoz  
Deputy

# COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver  
Permit Administrator

1124-52 Blume Rd.  
Phone: 342-3039

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

PERMIT NO. 81869

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

(1) Complete Application Form.

- a. Name of road, street and/or drainage ditch affected.
- b. Vicinity map showing course of direction.
- c. Plans and specifications.

(2) Bond: District Attorney, approval when applicable.

Perpetual bond currently posted.  
No. 40S100796438 BCA  
Amount 50,000

Performance bond submitted.  
No. \_\_\_\_\_  
Amount \_\_\_\_\_

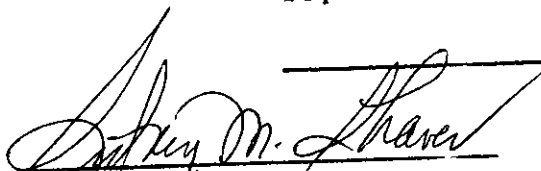
(3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

\_\_\_\_\_  
Precinct engineer acknowledgement Date \_\_\_\_\_

\_\_\_\_\_  
Precinct commissioner acknowledgement Date \_\_\_\_\_

(4) Drainage District approval when applicable.

We have reviewed this project and agree it meets minimum requirements. The following comments need to be addressed.

  
\_\_\_\_\_  
Sidney M. Shaver  
Permit Administrator

9-17-97  
Date



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

APPLICANT'S JOB NO. \_\_\_\_\_  
 PERMIT NO. 81869 PCT. NO. 3  
 BOND NO. 405100796738 BCA

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction	Bored	Jacked	Driven	Cased
<u>VOSS RD.</u>	<u>1390' W. OF OLD RICHMOND RD.</u>	<u>60'</u>	<u>✓</u>				

Along Roads and/or Drainage Ditches

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

General Description

BORE VOSS RD. TO INSTALL 3/4" STL H.P. SERVICE LINE TO 15516 VOSS RD.

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: ENTEX, A. DIV. OF H.I.  
AGENT and/or OWNER

Hugh Fitzwater  
(Signature)

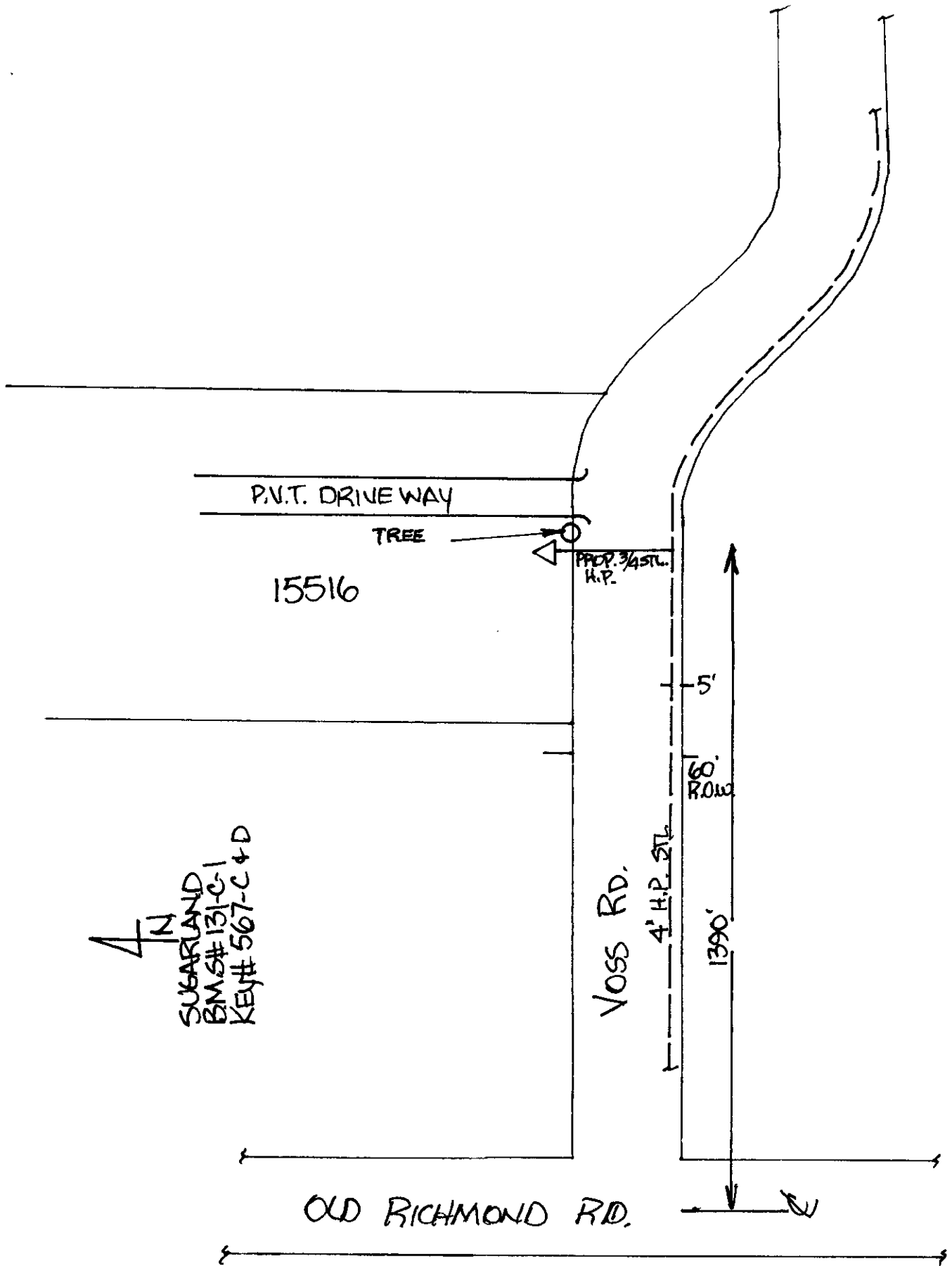
NAME & TITLE HUGH FITZWATER / FIELD ESTIMATOR  
(Please Print)

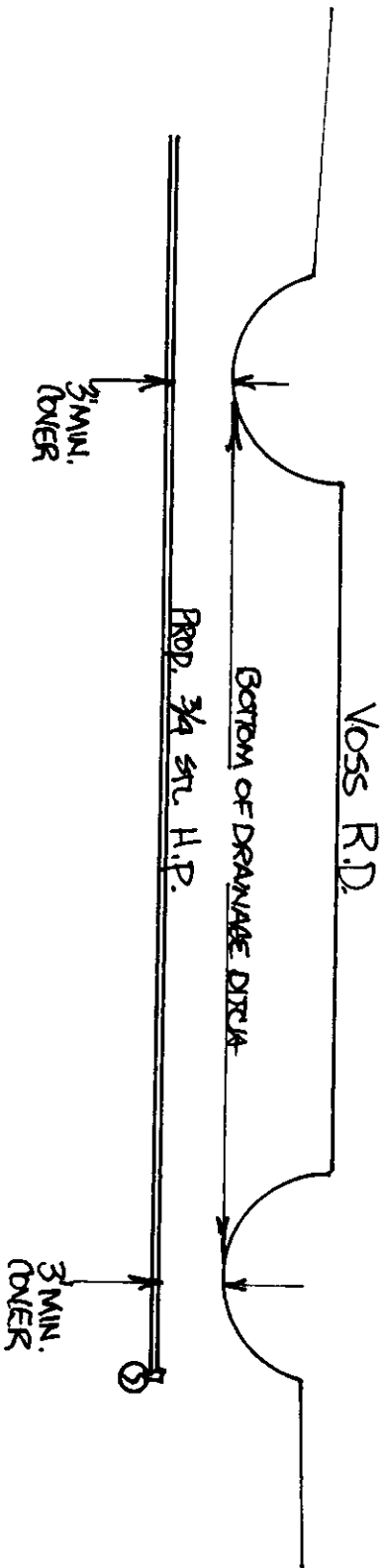
DATE: 9-16-97

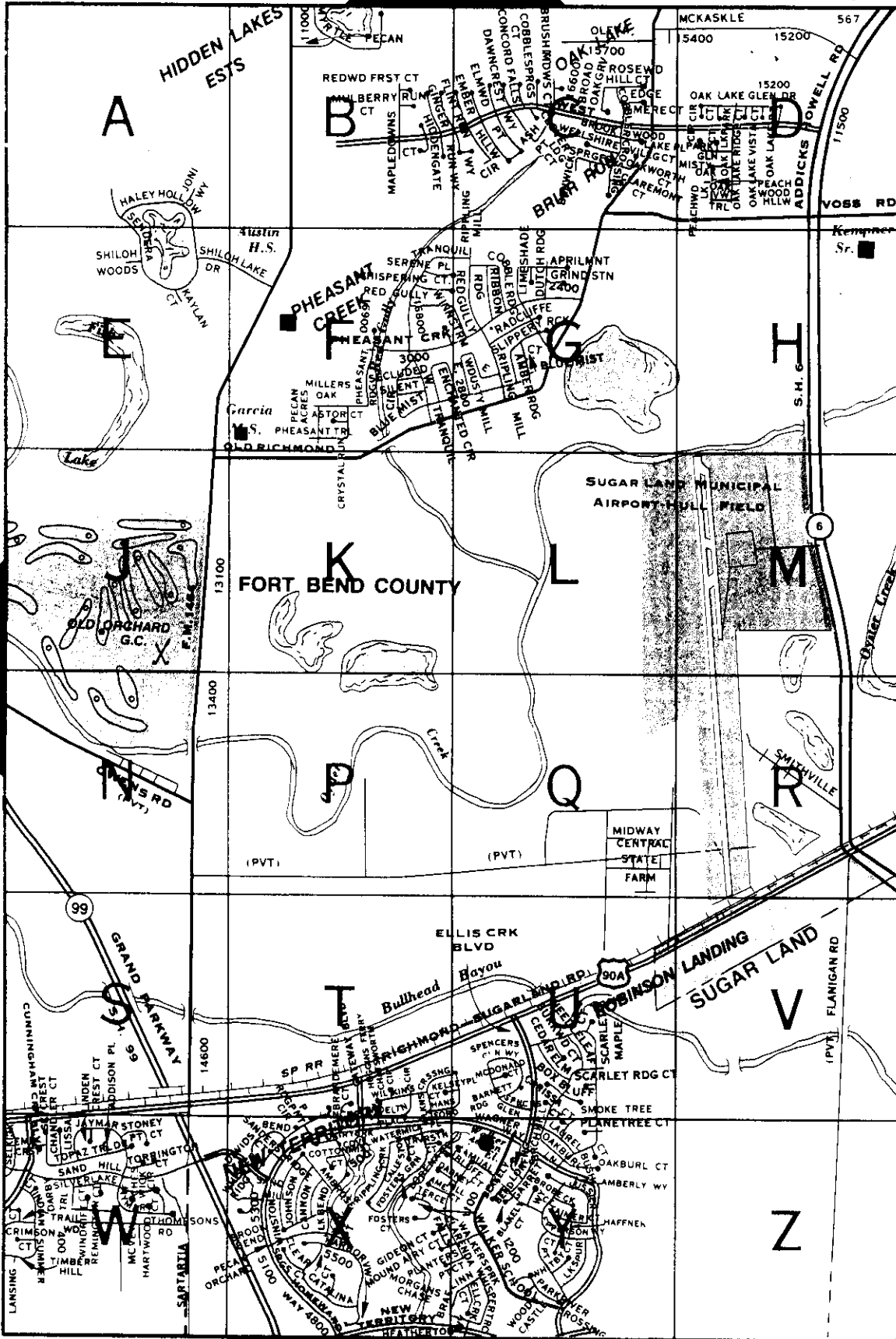
ADDRESS: 501 MORTON  
(Street/P.O. Box)

RICHMOND, TX 77469  
City State Zip

TELEPHONE NO: 281-342-6665  
(accessible 24 hrs/day, 7 days/week)







SEE 566 MAP

SEE 568 MAP

**ENTEX**

713-654-5136  
Fax

AGENDA ITEM  
9/23/97

24/7

September 16, 1997

**A NORAM ENERGY COMPANY**

PTI, Inc.  
ATTN Tajudeen Are  
2925 Briarpark Drive  
Houston, Texas 77042

RE: RELOCATION COST TO OFFSET EXISTING ENTEX GAS FACILITIES  
AT THIRD AND MAIN FOR A PROPOSED CULVERT AND DRIVEWAY

Dear Mr. Are:

As per our telephone conversation, I have prepared a cost estimate to relocate 40' of 2" steel gas main under a proposed cast in place culvert and a proposed 20' driveway and the cost is \$2,500.00. Once I receive the payment, I will issue the construction order. Please make the check payable to Entex and send it to me in suite 651 at the 1600 Smith address detailed below.

If I can be of any further assistance, please contact me at (713) 654-5161.

Sincerely,



Celeste A. Waterwall  
Engineering Associate

waterwallchard.doc

Houston Division • 1600 Smith • P. O. Box 2628 • Houston, Texas 77252-2628 • 713 / 654-5100

TOTAL P. 02



ENGINEERS, PLANNERS

HOUSTON OFFICE  
2925 BRIARPARK DR.  
SUITE 850  
HOUSTON, TX 77042  
713-266-6145  
FAX: 713-974-4812  
E-mail: ptinc @ ziplink.net

CIVIL • TRANSPORTATION • STRUCTURAL • MECHANICAL • ELECTRICAL • SANITARY • ENVIRONMENTAL  
ENERGY • CONSTRUCTION MANAGEMENT • VALUE ENGINEERING

AGENDA ITEM

9/23/97

17 September, 1997

Mr. Jess Hegemier  
Fort Bend County Engineering Dept.  
1124 Blume Road  
Rosenburg, Texas 77471

Re: *Cost for Re-Routing Buried 2" Steel  
Gas Pipeline from the Proposed Concrete  
Box Culvert*

Dear Jess:

*Juarez Construction Company* notified PTI, Inc. that a 2" inch diameter, 40 feet long steel gas pipe was found in the path of the proposed concrete culvert for the East End Annex Addition.

*PTI, Inc.* was advised after the review of the gas facility by Entex Gas Company that the gas line would have to be dropped 1'-6" (one foot and six inches) below the proposed Box Culvert bottom elevation and that the cost for labor and materials has been estimated to be \$2,500.00 (Two Thousand Five Hundred Dollars).

The aforementioned changes need to be approved in order to prevent any further delay of the project.

Should you have any further questions, please do not hesitate to call us.

Sincerely,

Deen Are  
Project Architect

c:/Deen/letters/JessHego

OFFICES IN:

CLEVELAND, OH  
216-898-3141

HOUSTON, TX  
713-266-6145

MILWAUKEE, WI  
414-357-8850

NEW YORK, NY  
212-244-4882

PITTSBURGH, PA  
412-355-2098

024 P01

SEP. 17 '97 15:26



# CEROS

## Career Mapping

4806 Amanda Court Sugar Land Texas 77478 (281) 980-5055 bus/fax

---

Randy Guttenberger

12/15

Duane Davis  
Fort Bend Parks and Recreation

September 15, 1997

Dear Duane,

I am forwarding \$225.00 from Boy Scouts of America Packs and Troops in Fort Bend County for the 'Monogrammed Brick' campaign at Kitty Hollow Park. Scouts have already given about \$1000. In the next 3-4 weeks we will wrap up our contributions and should see another \$2000 - \$4000 come in.

These Scout youth have been collecting these funds for some time. I will provide you a list of the brick orders with our final contribution. I am expecting about 60-75 monogrammed bricks total. Scouting is very excited to be a part of helping the Special Needs in Fort Bend County.

Thank you for partnering in this Fort Bend Cares project.

Sincerely,

Randy Guttenberger



**PARKS & RECREATION DEPARTMENT**  
FORT BEND COUNTY, TEXAS

DeWAYNE O. DAVIS, P.E.  
Director

(713) 431-0131  
Fax: (713) 431-3079

TO: Michael D. Rozell  
County Judge

FROM: DeWayne Davis, P.E. *DD*  
Parks Director

DATE: September 16, 1997

SUBJECT: Agenda Request

Please place the following item on the agenda for September 23, 1997.

Consent Agenda:

Accept check from Boy Scouts of America for Kitty Hollow Park and place funds in  
The Kitty Hollow Park Fund Account.

Thank you.

cc: Commissioners



26

**MARSHA P. GAINES**

Fort Bend County Tax Assessor/Collector  
P.O. Box 399 Richmond, Texas 77406-0399  
(713) 341-3710 Fax (713) 341-9267

---

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

From: Marsha P. Gaines

Date: September 10, 1997

Re: Commissioners Court Agenda

Please place the following on the September 23, 1997, Commissioners Court Agenda:

1. Record the Tax Assessor/Collector's August, 1997, monthly report in the minutes.

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES  
 COUNTY CODE 79

COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR-COLLECTOR OF FT. BEND COUNTY

DURING THE MONTH OF AUGUST, 1997

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MARSHA P. GAINES, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF AUGUST 1997, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

	STATE	COUNTY	DRAINAGE	LR & FC	JR COLL	FEES	FB PKW	FED #1	OFD #2	FULSHEAR	RICHMOND	ROSENBERG	BEASLEY	UNL RDS	ORCHARD	ARCOIA	KENDLETON & COUNTY TAXES	TOTAL STATE
COLLECTIONS ON																		
CURRENT PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CURRENT P & I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELINQUENT PAYMNT	2.06	186,908.55	13,807.54	2,201.20	4,923.98	41,085.76	190.96	536.37	120.02	3,072.04	3,967.87	16,283.83	48.91	0.00	245.61	7,754.71	1,184.73	282,334.14
DELINQUENT P & I	0.00	44,501.26	3,679.16	1,284.83	1,692.62	0.00	36.28	255.48	40.65	2,037.03	1,604.31	4,043.08	9.29	0.00	110.82	1,674.71	917.66	61,887.18
CURRENT BACKOUTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CURRENT B/O P&I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELINQUENT B/O	0.00	(19,643.30)	(1,393.06)	(105.33)	(2.46)	(77.21)	0.00	0.00	0.00	0.00	(41.59)	(39.29)	0.00	0.00	0.00	0.00	(307.61)	(21,609.85)
DELINQUENT B/O P&I	0.00	(255.90)	(23.61)	(11.06)	(0.91)	0.00	0.00	0.00	0.00	0.00	0.00	(5.11)	0.00	0.00	0.00	0.00	(151.06)	(447.65)
CURRENT CANCEL P.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CURR CANCEL PAYE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEIQ CANCEL PAY	0.00	(479.40)	(33.36)	0.00	0.00	(108.77)	0.00	0.00	0.00	0.00	0.00	(100.95)	0.00	0.00	0.00	0.00	0.00	(722.48)
DEIQ CANCEL PAY P	0.00	(86.29)	(6.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(19.18)	0.00	0.00	0.00	0.00	0.00	(111.47)
TRANSFER PYMTS.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	2.06	210,944.92	16,030.67	3,369.64	6,613.23	40,899.78	227.24	791.85	160.67	5,109.07	5,530.59	20,162.38	58.20	0.00	356.43	9,429.42	1,643.72	321,329.87

*Marsha P. Gaines*  
 TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS

COUNTY CLERK,

SWORN TO AND SUBSCRIBED BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 19\_\_\_\_  
 FORT BEND COUNTY, TEXAS.

I, ROBERT GRAYLESS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY REPORT OF TAXES COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR-COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

COUNTY AUDITOR, FORT BEND COUNTY, TEXAS



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

September 18, 1997

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

SUBJECT: Agenda Items Commissioners Court September 23, 1997

1. Consider authorizing advertising for bids for the following:
  - a. Gasoline
  - b. Diesel
  - c. Printing election ballots
  - d. Uniforms and leather for SO
  - e. High demand books
  - f. Janitorial services
  - g. Food
  - h. Furniture
  - i. Traffic signs/posts/supplies
  - j. 1998 Police package automobiles
  - k. 1998 Pickup trucks
  - l. Police package automobiles (10 day delivery)
  - m. 15 foot shredders
  - n. Rubber-asphalt crack sealing compound
  - o. Statement of Qualifications for Delinquent Tax Atty*
2. Consider taking action on the following:
  - a. Sale of jukebox - Bid #97-083.
  - b. Sale of disk drives - Bid #97-084.
3. Consider renewing the following term contracts:
  - a. Diesel - Bid #96-080.
  - b. Gasoline - Bid #96-081.
4. Consider authorizing the purchase of one (1) used mini passenger bus for the Parks Department.
5. Consider approving contract with Jury Systems Incorporated pursuant to RFP #97-080 for automated jury management system.

page 2

6. Consider granting an exemption to the competitive bid requirements as authorized by §262.024 Texas Local Government Code for the purchase of a professional service from UTMB for indigent health care services.

cc: Commissioner O'Shieles  
Commissioner Prestage  
Commissioner Meyers  
Commissioners Lutts  
Bud Childers  
Dianne Wilson

2/2/97

**TABULATION**

**SALE OF SURPLUS PROPERTY  
ATG CYGNET JUKEBOX**

**BID #97-083**

<b>BIDDER</b>	<b>BID</b>
Data Agents, Inc. 120-B Tewning Road Williamsburg VA 23188	\$10,000.00
Asset Management Solutions, Inc. 8500 Stemmons Frwy, Suite 2025 Dallas TX 75247	\$ 5,110.00

---

**RECAPITULATION OF BID**

Commissioners Court Approval:  
Legal notice run in newspaper:  
Bid opening date:  
Bids received:

July 31st  
August 31st  
September 15th  
2

TABULATION

SALE OF SURPLUS PROPERTY  
THIRTEEN (13) DISK DRIVES

BID #97-084

27/26

BIDDER	BID
Global Computer Corporation 16531 Addison Rd. Dallas TX 75248	\$780.00

---

RECAPITULATION OF BID

Commissioners Court Approval:  
Legal notice run in newspaper:  
Bid opening date:  
Bids received:

July 31st  
August 31st  
September 15th  
1

2  
7/17/97  
9  
15

# O'Rourke

Petroleum Products

## Facsimile Cover Sheet

Date: 9/16/97

To: Debbie Kaminski From: ALLEN GRUNDT

Company: Ft. Bend County

Fax Number: 281/341-8645

Total Number of Pages - Including This Page: 1

Time of Transmittal: 10:50 (a.m.) / p.m.

Message: As discussed earlier please extend  
contracts # 96-080 and # 96-081  
through 12/31/97.

Thanks,  
Allen Grundt  
Fuels Mgr.

**IF YOU DO NOT RECEIVE ALL PAGES, CALL 713/672-4500.**



2/1/3a+b

September 10, 1997

**TRANSMITTED VIA FACSIMILE**  
**(713) 341-8642**

**Ms. Debbie Kaminski, CPPB**  
**Fort Bend County**

**RE: Fort Bend County Bid #96-080 and #96-081 - Term contract for the purchase of gasoline and diesel for Fort Bend County, the Fort Bend County Drainage District, the City of Missouri City, the City of Rosenberg and the City of Sugar Land.**

**Dear Ms. Kaminski:**

**According to your request of September 10, 1997 we agree to renew the contract on the above stated bids for the next three (3) months.**

**If you have any questions, please call.**

**Sincerely,**

**Crayton Nelson**  
**General Manager - Industrial Sales**



9/11/97

# REQUISITION FORT BEND COUNTY PURCHASING DEPARTMENT

DEPARTMENT FORT BEND PARKS DEPT.		DEPARTMENT PHONE NO 431-0131	DATE 09-12-97
DELIVERY ADDRESS: 2725 F.M. 521 north FRESNO, TX 77545		DEPT. REQ. NO.	
DIST CODE: _____		P.O. #	
QTY	COMPLETE DESCRIPTION CATALOG PAGE #, BID #, PAGE # OF TABULATION, DIMENSIONS, COLOR, MAKE & MODEL, ETC.	UNIT PRICE	TOTAL AMT.
1	1992 ELDORADO MINI PASSENGER BUS, AUTOMATIC TRANSMISSION, V 8, DUAL AIR, STEREO CRUISE CONTROL, TILT STEERING, 17- 20 PASSENGER		11,500.00
	SIMON OHANA, 5411 S. BRAESWOOD HOUSTON, TX. 77096 713- 729-5333 fax- 713- 729-9673		
NOT IN SYSTEM			
<input type="checkbox"/> DELIVERED <input type="checkbox"/> WILL CALL <input type="checkbox"/> MSCS REQUIRED REASON NEEDED (IF APPLICABLE):		TOTAL COST	11,500.00

DELIVER ROAD MATERIALS TO: JOBSITE  YES  NO    STOCKPILE  YES  NO

LOCATION OF JOBSITE OR STOCKPILE:

SUGGESTED SOURCE (FOR ROAD MATERIALS):

LAST KNOWN SOURCE (FOR OTHER ITEMS):

DEPARTMENT HEAD SIGNATURE: *De Wayne J. Das* DATE: 9-12-97

PURCHASING AGENT: \_\_\_\_\_ COUNTY JUDGE (IF REQUIRED): \_\_\_\_\_

SELECTED VENDOR (PURCHASING):

FBC PA 101 (1 Dec. 92) 104

FOR USE OF PURCHASING DEPARTMENT ONLY



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

27/16

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

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

**TO:** Each Member  
Commissioners Court  
Fort Bend County, Texas

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

**SUBJECT:** Professional services exemption

**DATE:** September 18, 1997

On September 23rd I will appear before the Commissioners Court requesting an exemption to the competitive bid requirements as authorized by §262.024 Texas Local Government Code for the purchase of a professional service from UTMB for indigent health care services pursuant to the contract approved in court on April 22, 1997.



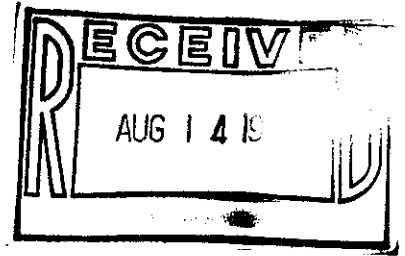
D. Jesse Hegemier  
County Engineer

**ENGINEERING**

Fort Bend County, Texas

#37  
#28

Sept. 25 - 9:30 AM



August 13, 1997

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

**RE: C. J. Dickerson Estates & Rio Brazos Subdivision - Traffic Control Plan**

Dear Commissioner Lutts:

The Fort Bend County Engineering Department has completed a traffic control plan for the referenced subdivision. Speed limits are established with this traffic control plan, therefore a public hearing will have to be set. A 35 mph speed limit has been established for the entrance roads Cummings and Joerger. All other roads accessing Cummings and Joerger are established at 25 mph. Our recommendation is for approval of the traffic control plan as presented.

Should you have any questions please do not hesitate to call.

Sincerely,

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Marc Grant - FBC Road & Bridge  
Marc Grant - Signage Department  
File