

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

AGENDA

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Lutts.
3. Approve minutes of meeting of August 25, 1998.
4. Announcements and Public Comments.
5. Approve line item transfers in budgets and funds.
6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials.
7. BUDGET OFFICE: Discuss and consider approving replacement of the County's mainframe computer and operating system in the amount of \$548,106.00 (Funds: 010 036 0360 3020 & 010 036 0360 4010).
8. CHILD PROTECTIVE SERVICES: Discuss and consider approving renewal of contract between the Texas Department of Protective and Regulatory Services and Fort Bend County for Concrete Services in the amount of \$4,250.00.
9. COMMISSIONER PCT. 1:
 - (1) Discuss and consider waiving the Health Department permits for the Needville Harvest Festival which will be held on Saturday, October 17, 1998.
 - (2) Discuss and consider granting permission for the Rosenberg Revitalization Association to use the Fort Bend/Wal-Mart property for satellite parking for "Christmas Magic" on Saturday, November 28, 1998.
10. CONSTABLE PCT. 2:
 - (1) Discuss and consider approving Addendum to Contract with Quail Glen Homeowners Association.
 - (2) Discuss and consider declaring an emergency and amending the Constable Pct. 2 budget in the amount of \$189,256.00 (Fund Balance).
11. COUNTY COURTS AT LAW NO. 1, 2 AND 3: Discuss and consider approving Resolution requesting the State Legislature to create an additional County Court at Law.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

20. Approve bills.

21. Adjournment.

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

FILED FOR RECORD

TIME 11:25 AM

AUG 26 1998

Brenda Wilson
County Clerk Fort Bend Co. Texas

Mike D. Rozell
Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Wednesday, August 26, 1998 by Mandi G. Brunsell.

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

The following items should be added to the agenda of Fort Bend County Commissioners Court for Tuesday, September 1, 1998:

- (1) Discuss and consider approving Contract between Fort Bend County and Riceland Regional Mental Health Authority for mental health services in the amount of \$229,457.00 (Fund: 010 045 0450 4010).
- (2) COUNTY JUDGE:
 - (1) Discuss and consider request to waive the temporary food permit fees for First United Methodist Church in Needville's Youth Labor Day Concert on Saturday, September 5, 1998.
 - (2) Discuss and consider appointing member to the Fort Bend County Library Board.
- (3) COMMISSIONER PCT. 1:
Discuss and consider request to waive the temporary food permit fees for the Needville Harvest Festival which will be held on Saturday, October 17, 1998.
- (4) **Meet in Closed Session** to discuss the following matters:
 - (1) **Personnel Matters:** Road & Bridge.
as authorized by TX Gov. Code, Sec. 551/074; and consider taking action in Open Session.

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

FILED FOR RECORD

TIME 8:50 A.M.

AUG 28 1998


County Clerk Fort Bend Co. Texas


Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Friday, August 28, 1998 by Mandi G. Brownlee.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building,

Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

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

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 1 day of Sept, 1998.



DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Prestage seconded by Commissioner O'Shields, duly put and carried, it is ordered to accept for record the attached minutes approved on this the 8 day of September, 1998.



MICHAEL D. ROZELL, COUNTY JUDGE

MINUTES

BE IT REMEMBERED, That on this 1ST DAY of SEPTEMBER, 1998 Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present:

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

When the following were heard and the following orders passed:

1. Call to Order.

Call to Order by Judge Rozell at 1:10 p.m.

2. Invocation and Pledge of Allegiance by Commissioner Lutts.

Invocation and Pledge of Allegiance by Commissioner Lutts.

3. Approve minutes of meeting of August 25, 1998.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4 -0), it is ordered to approve minutes of meeting of August 25, 1998 as submitted for approval by Dianne Wilson, County Clerk.

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

4. Announcements and Public Comments.

Judge Rozell announced Tropical Storm Earle may become hurricane strength by Wednesday with possible land fall in Louisiana.

5. Approve line item transfers in budgets and funds.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve line item transfer in budgets and funds for COUNTY CLERK, TAX ASSESSOR/COLLECTOR, COUNTY TREASURER, BUILDING MAINTENANCE, PARKS DEPARTMENT and CONSTABLE PCT 1 from 045 Fees & Services and Contingency as presented by Jim Edwards, Budget Officer.

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

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

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve out-of-state travel request for HUMAN RESOURCES and MIS and enter into record the out-of-state travel request for CONSTABLE PCT 2.

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

7. **BUDGET OFFICE: Discuss and consider approving replacement of the County's mainframe computer and operating system in the amount of \$548,106.00 (Funds: 010 036 0360 3020 & 010 036 0360 4010).**

Pass.

8. **CHILD PROTECTIVE SERVICES: Discuss and consider approving renewal of contract between the Texas Department of Protective and Regulatory Services and Fort Bend County for Concrete Services in the amount of \$4,250.00.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve renewal of contract between the Texas Department of Protective and Regulatory Services and Fort Bend County for Concrete Services in the amount of \$4,250.00.

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

9. **COMMISSIONER PCT. 1:**
(1) Discuss and consider waiving the Health Department permits for the Needville Harvest Festival which will be held on Saturday, October 17, 1998.

Pass.

- (2) Discuss and consider granting permission for the Rosenberg Revitalization Association to use the Fort Bend/Wal-Mart property for satellite parking for "Christmas Magic" on Saturday, November 28, 1998.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to grant permission for the Rosenberg Revitalization Association to use the Fort Bend/Wal-Mart property for satellite parking for "Christmas Magic" on Saturday, November 28, 1998.

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

10. CONSTABLE PCT. 2:

(1) Discuss and consider approving Addendum to Contract with Quail Glen Homeowners Association.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve Addendum to Contract with Quail Glen Homeowners Association.

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

(2) Discuss and consider declaring an emergency and amending the Constable Pct. 2 budget in the amount of \$172,473.00 (Fund Balance).

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to declare an emergency and amend the Constable Pct. 2 budget in the amount of \$172,473.00 (Fund Balance).

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

11. COUNTY COURTS AT LAW NO. 1, 2 AND 3: Discuss and consider approving Resolution requesting the State Legislature to create an additional County Court at Law.

Pass.

12. COUNTY JUDGE:

(1) Discuss and consider approving Fort Bend County S.T.A.R. Day Memorial Resolution.

Moved by Judge Rozell, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Fort Bend County S.T.A.R. Day Memorial Resolution.

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

(2) Discuss and consider approving the planting of the Stephen F. Austin Oak tree on the grounds of the Fort Bend County Courthouse by the Sons of the Republic of Texas on November 3, 1998.

Moved by Judge Rozell, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve the planting of the Stephen F. Austin Oak tree on the grounds of the Fort Bend County Courthouse by the Sons of the Republic of Texas on November 3, 1998.

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

item #12 continued - County Judge:

(3) Discuss and consider approving payments to Wilber Smith Associates for professional services related to the Fort Bend Parkway Toll Road Phase Two feasibility study in the amount of \$100,980.00 (Fund 220).

Pass.

**13. HEALTH DEPARTMENT:
Discuss and consider accepting Internal Enforcement Policy of the TNRCC for Fort Bend County.**

Moved by Judge Rozell, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to accept statutory guidelines and Internal Enforcement Policy of the TNRCC for Fort Bend County as presented by Jeff Garrett and Bud Childers.

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

CONSENT AGENDA ITEMS 14-18:

14. Discuss and consider Amendment to existing Contract with Fort Bend Family Health Center, Inc.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve amendment to existing contract with Fort Bend Family Health Center, Inc. not to exceed \$4,500.00. Funds from Indigent Health Care Fees & Services.

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

15. DISTRICT ATTORNEY: Record into the minutes the Second Amended District Attorney's Worthless Check Budget 1998.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to record into the minutes the Second Amended District Attorney's Worthless Check Budget 1998.

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

**16. ENGINEERING:
(1) Consider approving application from Southwestern Bell to bury cable under and along West Tavenor, Pct. 1.
(2) Consider approving application from Entex, a division of Houston Industries to bury 2" gas main along Saddlebrook Way, Pct. 3.
(3) Consider approving the plat for Crestwater, Section 2, Pct. 3.**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve items 16(1) through 16(3) for Engineering.

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

- 17. SOCIAL SERVICES: Consider accepting check in the amount of \$120,000.00 from Houston Lighting and Power to assist with heat relief efforts.**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to accept check in the amount of \$120,000.00 from Houston Lighting and Power to assist with heat relief efforts.

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

- 18. TAX ASSESSOR/COLLECTOR:**

(1) Consider approving the following over \$500.00 refund:

FT Mortgage Companies \$544.03

(2) Consider resale of Property taken under Cause #70,077 Fort Bend Independent School District v. Kathleen P. Moore Marek.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve 18(1) and 18(2) for Tax Assessor/Collector.

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

- 19. PURCHASING:**

(1) Authorize advertising for bids for the following:

- (a) Furnishings for Sugar Land Branch Library**
- (b) Roof repairs for Travis Annex**
- (c) Dump truck for Drainage**
- (d) Truck for Drainage**

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to authorize advertising for bids for items 19(1)(a) through 19(1)(d) for Purchasing as presented by Gilbert Jalomo, Purchasing Agent.

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

(2) Consider taking action on Ready Mix Cement Bid #98-062.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to re-advertise for bids for the purchase of ready mix cement bid #98-062 as presented by Gilbert Jalomo, Purchasing Agent.

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

20. Approve bills.

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

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

21. Addendum:

(1) Discuss and consider approving contract between Fort Bend County and Riceland Regional Mental Health Authority for mental health services in the amount of \$229,457.00 (Fund: 010 045 0450 4010).

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve contract between Fort Bend County and Riceland Regional Mental Health Authority for mental health services in the amount of \$229,457.00 (Fund: 010 045 0450 4010)..

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(2) COUNTY JUDGE:

(1) Discuss and consider request to waive the temporary food permit fees for First United Methodist Church in Needville’s Youth Labor Day Concert on Saturday, September 5, 1998.

Moved by County Judge, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to waive the temporary food permit fees for First United Methodist Church in Needville’s Youth Labor Day Concert on Saturday, September 5, 1998.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(2) Discuss and consider appointing member to the Fort Bend County Library Board.

Moved by County Judge, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to appoint NANCY PORTER to the Fort Bend County Library Board to replace Terra Neal.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O’Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

item #21 continued - Addendum:

(3) COMMISSIONER PCT. 1:

Discuss and consider request to waive the temporary food permit fees for the Needville Harvest Festival which will be held on Saturday, October 17, 1998.

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to waive the temporary food permit fees for the Needville Harvest Festival which will be held on Saturday, October 17, 1998.

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

Recess:

Recess at 1:30 p.m.

Closed Session:

Convene at 1:40 p.m.
Adjourned at 2:05 p.m.

Reconvene:

Reconvened at 2:11 p.m.

(4) Meet in Closed Session to discuss the following matters:

(1) Personnel Matters: Road & Bridge.

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

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize change in classification for Road & Bridge employee Donald Massey from grade 9 step 5 to grade 10 step 5 effective next payroll; and authorize Human Resources to establish a senior level position in Road & Bridge.

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

22. Adjournment.

Commissioners Court adjourned at 2:30 p.m. on Tuesday, September 1, 1998.

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

On this the 1 day of September, 1998, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Constable Precinct 1 Department #: 023

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Workers comp/Unemployment</u>	<u>0600</u>	<u>1,543</u>
<u>Property & Equipment</u>	<u>1010</u>	<u>1,097</u>
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO: \$		<u>2,640</u>

TRANSFER FROM:

<u>Unknown</u>	_____	<u>2,640</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM: \$		_____

EXPLANATION: per Greatwood Contract Deputy Program

Department Head: *[Signature]* Date: 8/25/98

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 1998

On this the 1 day of September, 1998, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Constable Precinct 1 Department #: 023

TRANSFER TO:

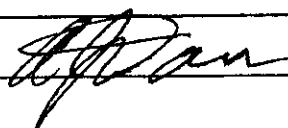
LINE-ITEM NAME	NUMBER	AMOUNT
<u>Salaries & labor</u>	<u>0200</u>	<u>53,195</u>
<u>Social Security</u>	<u>0300</u>	<u>4,070</u>
<u>Retirement</u>	<u>0400</u>	<u>3,724</u>
<u>Group Insurance</u>	<u>0500</u>	<u>9,100</u>
TOTAL TRANSFERRED TO: \$		<u>70,089</u>

TRANSFER FROM:

<u>unknown</u>		<u>70,089</u>
TOTAL TRANSFERRED FROM: \$		<u>70,089</u>

Total 2 pgs 72,724

EXPLANATION: per Greatwood Contract Deputy Program

Department Head:  Date: August 25, 1998

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: _____
Mike D. Rozell, County Judge

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

98-08-26 A09:48 IN

On this the 1st day of September, 1998, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: County Clerk Department #: 002

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Conference/Travel</u>	<u>010-002-0020-1000-0701</u>	<u>\$790.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO: \$		<u>790.00</u>

TRANSFER FROM:

<u>Property & Equipment</u>	<u>010-002-0020-1000-1010</u>	<u>790.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM: \$		<u>790.00</u>

EXPLANATION:

to cover cost of conferences
through end of year

Department Head:

Dianne Wilson, County Clerk

Date: 8/26/98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY:

Mike D. Rozell
Mike D. Rozell, County Judge

Mike D. Rozell, County Judge

On this the 1 day of Sept, 1998, the Commissioners' Court, with the following members being present:

The following proceedings were had, to-wit,

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

Department Name: Parks Department #: 070

Office Supplies	811-070-8700-1062	325. ⁰⁰

TOTAL TRANSFERRED TO: \$ 325.⁰⁰

Rex talo	811-070-8700-3020	325.18

TOTAL TRANSFERRED FROM: \$ 325.⁰⁰

EXPLANATION: To cover cost of additional office supplies for summer lunch program.

Department Head: De Wayne D. Daz Date: 8-24-98

Date: 8-24-48

ROUND DOLLARS ONLY

BY:

Mike D. Rozell, County Judge

On this the 1 day of September, 1998, the Commissioners' Court, with the following members being present:

The following proceedings were had, to-wit,

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

The following transfers to said budget are hereby authorized:

Department Name: Building Maintenance Department #: 008

LINE-ITEM NAME	NUMBER	AMOUNT
Fees & Services	4010	15,000.00
	TOTAL TRANSFERRED TO: \$	15,000.00
TRANSFER FROM:		
Temp/Part	0201	15,000.00
	TOTAL TRANSFERRED FROM: \$	15,000.00

EXPLANATION: To pay for contract janitorial service at the
Courthouse Complex thru December 1998

Department Head:

Date: 8-26-58

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY:

Nike D. Rozell, County Judge

On this the 1 day of September, 1998, the Commissioners' Court, with the following members being present:

98-08-25 A10:28 IN

Department Name: County Treasurer Department #: 006

LINE-ITEM NAME	NUMBER	AMOUNT
Property and Equipment	1010	127.00
		TOTAL TRANSFERRED TO: \$
		127.00
TRANSFER FROM:		
Off Sup/Post	1062	127.00
		TOTAL TRANSFERRED FROM: \$
		127.00

EXPLANATION: For the Purchase of an Internal Modem for Treasurer's
computer.

Department Head:

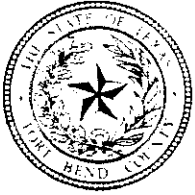
Date: 8/25/98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY:

Mike D. Rozell, County Judge



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

AGENDA ITEM
#6

Mary Shemanski
Director

08-21-98 P12:53 IN

August 18, 1998

Ms. Jean Outlaw, Chief Assistant
Fort Bend County Judge

RE: ADP training

Dear Ms. Outlaw:

ADP requires that MIS attend separate training classes from the other members of the Payroll Project Team. MIS is sending Chihchung Liu to required training at ADP headquarters in Atlanta. The classes he will attend are

Database administration - Monday, 9/21/98
SQR Reporting - Tuesday, 9/22/98 through Friday, 9/25/98

I have attached an out of state travel request for the September 3, 1998, Commissioners Court Agenda.

The classes begin Monday at 9 A.M. and the last class ends Friday at 5 P.M. In order for him to arrive and depart in time for the classes, please schedule flight and room as follows:

Depart: Sunday - 9/20/98
Return: Friday - 9/25/98 evening

Thank you for your assistance. If you need more information, please contact the Programming Manager, Carol Holub, at Extension 4574.

Best regards,


Mary Shemanski
MIS Director

cc: Kathy Hynson, County Treasurer
Project Leader for the ADP Payroll Project

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

September 9, 1998 Agenda

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

CHIHCHUNG LIU

DATE OF DEPARTURE: SEPTEMBER 9 1998

DATE OF RETURN: SEPTEMBER 15 1998

DESTINATION: ATLANTA, GEORGIA

PURPOSE OF TRIP: ADP PAYROLL TRAINING

MODE OF TRANSPORTATION: AIRPLANE

FUNDING SOURCE: SUBJECT TO COMMISSIONER COURT DISCRETION *010-045*

DEPARTMENT HEAD APPROVAL: MARY SHEMANSKI, DIRECTOR OF MGMT INFO
Name & Department SYSTEMS

DATE: AUGUST 18 1998

M. Shemanski
Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Mike D. Lytle

Date 9-1-98

(Emergency Approval: _____ Date _____)

**FORT BEND COUNTY
TRAVEL AUTHORIZATION**

AGENDA ITEM
#6

TO: COMMISSIONERS COURT

08-21-98 P12:52 IN

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

Ruben Davis _____

DATE OF DEPARTURE: 10-16-98

DATE OF RETURN: 10-22-98

DESTINATION: Salt Lake City, Utah

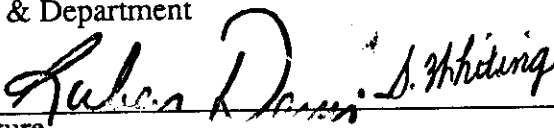
PURPOSE OF TRIP: 105th IACP Annual Conference

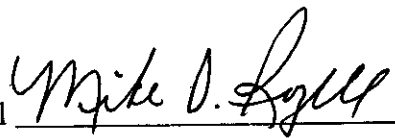
MODE OF TRANSPORTATION: Airplane

FUNDING SOURCE: 0701

DEPARTMENT HEAD APPROVAL: Fort Bend County Constable, Pct. 2-Ruben Davis
Name & Department

DATE: 08-19-98


Signature

APPROVED COMMISSIONERS COURT: Presiding Official 

Date 9-1-98

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM
#6

TO: COMMISSIONERS COURT

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

Hina D. Naik

DATE OF DEPARTURE: September 4, 1998

DATE OF RETURN: September 18, 1998

DESTINATION: Atlanta, Georgia

PURPOSE OF TRIP: ADP training

MODE OF TRANSPORTATION: Airfare

FUNDING SOURCE: _____

DEPARTMENT HEAD APPROVAL: Julane Tolbert, Human Resources
Name & Department

DATE: 8/25/98

Julane Tolbert
Signature

APPROVED COMMISSIONERS COURT: Presiding Official Mike D. Roney

Date 9-1-98

(Emergency Approval: _____ Date _____)

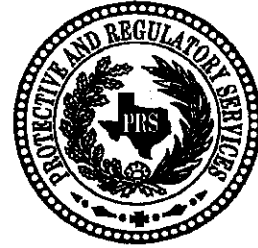
MEMORANDUM

TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES

TO: Judge Mike Rozell
Fort Bend County

FROM: Karen Sheehan
CPS Supervisor,
Fort Bend County

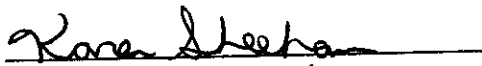
SUBJECT: Concrete Services Contract Renewal



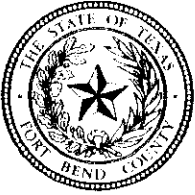
DATE: August 4, 1998

Please find enclosed the renewal contract for Concrete Services for Fort Bend County Children's Protective Services. These services are used for families in need of ~~emergency aid, such as clothing, utilities, etc.~~, and are fully reimbursed by the State. Please sign all signature pages and return to me at: Protective & Regulatory Services, 1110 Ave G, Rosenberg, TX. 77471.

If you have any questions, please do not hesitate to call me at 281-341-4025. Thank you for your assistance in this matter.


Karen Sheehan, Supervisor

AUG - 5



COUNTY ATTORNEY

Fort Bend County, Texas

AGENDA ITEM

#8

08-11-98 A10:40 IN

BEN W. "Bud" CHILDERS
County Attorney

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

August 10, 1998

The Honorable Michael D. Rozell
County Judge
Fort Bend County


Re: Concrete Services Contract Renewal

Dear Judge Rozell:

This office has reviewed the enclosed renewal contract for Concrete Services for Fort Bend County Children's Protective Services. The Agreement is approved as to form.

Please place this matter on the next available agenda for consideration by Commissioners Court.

Very truly yours,


James Stavinoha, Assistant County Attorney

/lj:cover.let:2386

xc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
Karen Sheehan, CPS Supervisor

State of Texas
Governmental Title IV-B and PAL
(Title IV-B and IV-E)

PURCHASED SERVICES CONTRACT

Contract Number 10000774

- I. **Parties.** The Texas Department of Protective and Regulatory Services (PRS), hereinafter referred to as the Department or PRS, and Fort Bend County, hereinafter referred to as the Contractor, do hereby make and enter into this contract, which, together with its incorporated documents, constitutes the entire agreement under the above referenced contract number between the Department and the Contractor. The Department and the Contractor make this contract for the following mutual considerations.
- II. **Authority to Contract.** The Department is authorized to enter into this contract under Human Resources Code Chapter 40.
- III. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas.
- IV. **Contract Elements.** This contract between the parties and any successor or permitted assignee consists of the signed written contract and all documents incorporated by reference which are the documents listed in Section XI of this contract. The contract includes a statement of need for these services, the location of service delivery, other service delivery details, budget and billing procedures. This contract may be amended only in writing and by mutual agreement.
- V. **Financial Limitations and Considerations.**
- A. **Funds Availability:** This contract is at all times contingent upon the availability and receipt of state or federal funds that the Department has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the Department.
- B. **Amount of Payment:** The Department shall pay the Contractor up to \$4,250.00 from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If program income accrues, the Contractor shall return to the Department any income that exceeds actual costs incurred for services rendered under the contract. In no event shall payments exceed the Contractor's actual reasonable, necessary and allowable costs to provide services under this contract budget.
- C. **Basis for Payment:** The basis for payment for services rendered under this contract is indicated in the service terms with the budget. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Department. The Department is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actually incurred costs consistent with federal and state regulations. The Contractor is responsible for submitting bills in an accurate and timely manner for each service period and for notifying the Department of a need to expedite payment. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.
- D. The Contractor understands and agrees that:
1. Transfers between line items of a budget will be allowed without prior approval from the contract manager if the transfers do not result in a cumulative increase or decrease of five thousand dollars (\$5000) or a prorated portion of this amount in cases where the term is less than one year, or an increase or decrease in any budget line item of more than five percent (5%) of the total budget. Any transfers shall be for allowable items as defined by the Department which do not result in a significant change in the character or scope of the program. Any transfers must be described and reported within thirty (30) calendar days by letter to the Department.

2. Prior written approval must be secured:
- a) When transfers between items involve more than the amount designated in Section V.D.1. above. Lack of prior approval in these instances will be grounds for nonpayment of the item or items involved.
 - b) When transfers, regardless of the amount, would result in a significant change in the character or scope of the program. Lack of prior approval in these instances will be grounds for recovery of unapproved payments and termination of this contract at the option of the Department.
- E. The reimbursement made to the Contractor shall not exceed the Contractor's actual costs to provide the services under this contract and the Contractor's actual costs, both direct and indirect, must be allowable, reasonable and allocable according to the Office of Management and Budget (OMB) Circulars A-87 and A-110, and 40 Texas Administrative Code (TAC) §§732.240-256.
- F. *For unit rate contracts only:* The Contractor shall provide the Department a total bill each month in the format prescribed by the Department, and shall accept as payment in full the contracted unit rate reduced by an amount equivalent to the required percentage of certified local resources as applicable.
- G. The Contractor shall assume responsibility for the protection of all physical property and equipment purchased under this contract and to take appropriate measures to meet this obligation. The Contractor shall furnish the Department with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Contractor shall notify appropriate local law enforcement authorities.
- H. The Contractor shall follow the provisions of 45 Code of Federal Regulations (CFR) Part 92 regarding the return to the Department of any equipment purchased under this contract with funds allocated to the Contractor or its subcontractor. The Contractor shall not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Contractor shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Department at all times upon request.
- I. The Contractor shall remain in compliance with 45 CFR Part 92, OMB Circular A-87 and 40 TAC §§732.240-256. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence: 45 CFR Part 92, OMB Circular A-87 and 40 TAC §§732.240-256.
- J. *Lobbying Limitations:* The Contractor shall not use any funding under this contract to influence the outcome of elections or the passage or defeat of any legislative measures.
- K. *Taxes:* The Department will not be liable for state, local, or federal excise taxes. The Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor must comply with all Federal and State tax laws and withholding requirements. The Department will not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements.
- L. *Force Majeure:* The Contractor shall be financially liable for undue delays or failures to perform in contract performance except for any delay in or failure of performance of any requirement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance at the discretion of the Department in the exercise of reasonable diligence until these exigencies have been removed. The Contractor shall inform the Department in writing of proof of such force majeure within three (3) business days or otherwise waive this right as a defense. The Contractor agrees that breach of this provision entitles the Department to reduce or stop payments, immediately terminate this contract, collect partial or whole payment for services not timely delivered, other liquidated damages including amount of any bond for contract amount, and any other remedies available to PRS under the terms of the contract, in equity or under Texas law.
- M. *Accounting:* The Contractor shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants and follow Department fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this contract.

- N. **Record Keeping:** The Contractor shall maintain financial, programmatic, and supporting documents, statistical records, inventories of nonexpendable property acquired, and other records pertinent to claims submitted during the contract period for a minimum of five (5) years after the termination of the contract period, or for five (5) years after the end of the federal fiscal year in which services were provided. If any litigation, claim, or audit involving these records begins before the five (5) year period expires, the Contractor will keep the records and documents for not less than five (5) years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department and the Contractor. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods.
- O. **Reviews:** The Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the contractor and subcontractor which may be conducted by the Department or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, which may be found after review by the Department or the United States Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.
- P. **Notice of Funding:** The Contractor shall place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this contract. This notice will also appear in the Contractor's annual financial report, if any is issued.
- Q. **Limitation on Grants To and Contracts With Units of Local Governments:** If the Contractor is a council of government, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code, a Local Workforce Development Board or an MHMR community center, the Contractor shall expend funds under this contract subject to limitations and reporting requirements similar to those contained within Section 33 of Article IX of the General Appropriations Act passed by the 75th Texas Legislature. Those limitations are that:
1. The Contractor's salaries shall not exceed the salaries in Section 1 of Article IX, including only the position classification plan and schedule and the salary administration provision, except that nothing in this section requires increased salaries for local government employees;
 2. The Contractor comply with Sec. 5 of Article IX, Political Aid and Legislative Influence Prohibited;
 3. The Contractor comply with Sec. 11 of Article IX, Use of Alcoholic Beverages;
 4. The Contractor comply with Sec. 66 of Article IX, Performance Rewards and Penalties;
 5. The Contractor comply with Sec. 85 of Article IX, Budgeting and Reporting;
 6. The Contractor comply with Sec. 86 of Article IX, Annual Reports and Inventories;
 7. The Contractor comply with Sec. 95 of Article IX, Internal Audit Findings; and
 8. The Contractor comply with each section within the division of Article IX, General Appropriations passed by the 75th Texas Legislature, labeled "Travel Regulations" (Sections 13 through 21) provided that in the case a hotel is unable or unwilling to provide Boards or their employees or agents with a rate equivalent to that provided to state employees, or in the cases in which the negotiated conference rates for officially sanctioned conferences or meetings exceed the allowed state reimbursement rates for lodging, an exception is granted by the Department.

VI. **Reporting Requirements:**

- A. The Contractor shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the Department in appropriate format and on a timely basis; and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and

copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.

B. In developing, copying, and disseminating reports or other information under this contract, the Contractor hereby agrees to the following:

1. Grant to the Department the right to copyright, use, reproduce, and distribute any material written or produced by the Contractor that is the subject of this contract.

VII. *Additional Responsibilities of Contractor and Subcontractor.* The Contractor shall be responsible to the Department for any subcontractor's performance under this contract. The Contractor shall, and will require any subcontractors to:

A. Provide services in accordance with the provisions of this contract and to allow the Department and its representatives to monitor, audit, evaluate and otherwise review the services provided and related documentation.

B. Notify the Department immediately and in advance of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, governing board membership, personnel, payee identification number, and other. Notice will be provided in writing to the Department within ten (10) working days of change.

C. Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the designated official Department signatory. Request for approval must be submitted in writing by the Contractor and include the qualifications of the subcontractor to perform and meet the standards of this contract. The Contractor shall be responsible to the Department for any subcontractor's performance.

D. Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the contract. Each subcontractor may be required to submit ownership information and other information related to this contract. The Contractor must disclose any information regarding subcontractors.

E. Remove any employee from direct client contact who is alleged to have committed child abuse or neglect; or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code; or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct client contact; however, the Contractor or Subcontractor shall notify the Department of its intent to do so ten (10) working days prior to the reassignment. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If the employee is found to have committed any of the offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with clients.

F. Allow the Department the right to remove from the provision of services, any employee of the Contractor or subcontractor. This right will be exercised in a reasonable manner by the Department.

G. Allow any of its employees to testify in judicial proceedings and administrative hearings, at the request of the Department.

H. Comply with all applicable federal and state regulations and with PRS policies and procedures regarding services delivered under this contract, including but not limited to the following:

1. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations (CFR) and federal circulars, as amended.

2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Contractor shall comply with Title 40, Chapter 738, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid,

care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

3. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
 4. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this contract.
 5. All state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services and the Department.
 6. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
 7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163).
-
- I. Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract. The Department shall have an absolute right to access to and copies of such information, upon request.
 - J. Promptly report any suspected case of abuse or neglect to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within twenty-four (24) hours of the discovery of abuse or neglect.
 - K. If specific qualifications are set forth in job descriptions required by the Department, only personnel with the required qualifications will be assigned to fill those positions unless a written waiver is granted by the Department.
 - L. Verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 481 of the Texas Health and Safety Code. This verification and disclosure will be required of all who have direct contact with clients.
 - M. Submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable.
 - N. Assure and certify that any and all computerized systems used in performing services under this contract including, without limitation, security systems, fire protection systems, elevators, HVAC systems, medical equipment, databases, and accounting systems, have been determined to be "Year 2000 Compliant" in that there will be no interruption of services due to the date change occurring at midnight on December, 31, 1999, and all such systems shall continue to function properly. Alternatively, Contractor assures that there will be no material interruption of services due to problems caused by such date change, and there will be no material change in Contractor's ability to perform the services contemplated by this contract on and after January 1, 2000. Contractor shall indemnify and hold the Department harmless from any claims, losses or damages resulting from any interruption of services (including reasonable attorney's fees and costs incurred in defending against such claims). Contractor shall in no way be entitled to additional compensation or additional time to perform by reason of problems resulting from the date change, and shall not be entitled to claim force majeure because of any problems or delays in performance resulting therefrom.

VIII. Service Provisions. The Contractor shall provide services as specified below unless amended by both parties. :

- A. Issue payment for goods or services, to meet specified needs of clients of the Department upon written authorization on a form approved by the Department.
- B. Keep detailed records of all transactions, to include, the name of the person authorizing the payment, the name or entity payment was made to, the date of the request and the date of the check or case payment, the purpose of the check or cash payment and the name of the client receiving the service.
- C. No payment shall be made to Department employee for goods or services or for payment to a third party. Checks may be delivered by Department staff. No payment shall be made to the Department contractors for the purpose of paying a third party.
- D. Notify the Department contract manager for this contract within 24 hours of the next working day should any member of the Department request that payment be made to any Department staff or Department contractor for payment to a third party.
- E. Make payments within forty-eight (48) hours of an authorized request by the Department, excluding weekends and holidays.
- F. Not to make payments for any Department client family in excess of ONE HUNDRED FIFTY DOLLARS (\$150.00) per year without the expressed written authorization of the Regional Director for Protective Services for Families and Children or designee in writing.

IX. Budget. The Department shall reimburse the Contractor the reasonable, allowable and allocable costs as specified in the following budget:

Services to individual designated eligible for services by the Texas Department of Protective and Regulatory Services, Child Protective Services. The contractor will submit a monthly bill, including Forms 4116-X and Pre-bill, and attach receipts and authorizing vouchers to the receipts. Reimbursement shall be subject to the availability of state and or federal appropriated funds.

X. Provisions for Termination of Contract:

- A. If the Contractor fails to provide services according to the provisions of this contract, the Department may, upon written notice of default to the Contractor, terminate all or any part of the contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.
- B. The Department shall suspend or revoke this contract if the Contractor is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The Department shall also suspend or revoke this contract if the Contractor's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.
- C. The Department, based on information from monitoring or other verifiable sources, may terminate this contract for cause or take other actions:
 - 1. to include requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term,
 - 2. to recoup payments made to the Contractor or impose administrative error sanctions based on audit findings of violations of contract requirements, and
 - 3. to suspend, place into abeyance or remove any contractual rights to include, but which are not limited to, withholding of payment, cessation of placement and removal of all contract rights.
- D. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that

would enable substantial continuation of the services, the parties shall be discharged from any further obligations under this contract.

- E. This contract may be terminated at any time by mutual consent. In addition, either party to this contract may consider it to be canceled by giving thirty (30) days notice to the other party. This contract will be terminated at the end of the thirty (30) day period. Nothing in this Section shall be construed to prohibit immediate termination of the contract pursuant to Sections X. A. and B. above. This contract shall otherwise terminate by the date specified pursuant to Section XII, below.
- F. At the end of the contract term or other contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with the Department, aid in transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled.

XI. *Incorporation by Reference.* The following documents are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Form 2031, Corporate Board of Directors Resolution or it's Equivalent (Commissioners Court Order Authorizing the County Judge to Execute an Agreement)
- B. Plan of Operation
- C. Budget
- D. Information Sheet

XII. *Effective Dates of Contract.* This contract shall be in force effective the 1st day of September, 1998 and continuing through the 31th day of August, 1999.

XIII. *Execution of Contract.* For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated affix their signatures and bind themselves during the effective dates.

TEXAS DEPARTMENT OF PROTECTIVE
AND REGULATORY SERVICES

CONTRACTOR: FORT BEND COUNTY

By: JAN MCLAUGHLIN

By: THE HONORABLE MICHAEL D. ROZELL


Signature
Executive Director

Reviewed by the Regional Attorney _____

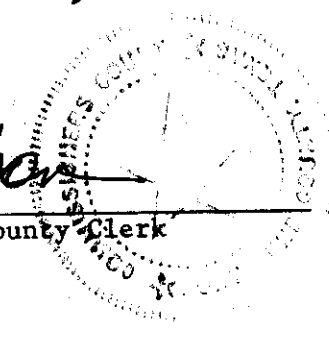


Signature
County Judge

ATTEST:



Dianne Wilson, County Clerk



TITLE IV-B CONTRACT NO. 10000774
CONTRACT PERIOD: 9/1/98 - 8/31/99

BUDGET

COST REIMBURSEMENT CONTRACT		BUDGET
AMOUNT AVAILABLE		\$4,250.00

Contract No:
10000774

INFORMATION SHEET
CHILD WELFARE EARNED FUNDS CONTRACT

SECTION 1 - PRIME CONTRACTOR DATA

Legal Name of Agency FORT BEND COUNTY		Commonly Used Name (if different) N/A	
Type of Contractor (check one) <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private For-Profit <input type="checkbox"/> Individual		Charter No.	Vendor ID No. applied for 30003259659000
Office Address 1110 AVENUE G, ROSENBERG, TX 77471-2358		Telephone No. 281/265-7355	
Facility Address (if different from Office Address) SAME			
Contact Person Within the Agency KAREN SHEEHAN			Telephone No. 281/341-7753
Person Authorized to Sign Contract HONORABLE MICHAEL D. ROZELLE		Title COUNTY JUDGE	

Name of PRS Contract Manager MARIE PITTMAN	Title CONTRACT MANAGER	Telephone No. 713/599-5813
Name of PRS Program Liaison (if different) SHERRYL D. BECKER	Title CPS SUPERVISOR	Telephone No. 713/696-5170

SECTION II - SUMMARY OF PAYMENT

1. Effective Date of Contract 9-1-98 thru 8-31-99

2. Control Total (Maximum Payment) \$ 4,250.00

3. Basis of Payment (check one)

☐ Unit Rate (See Budget Page) \$ _ PER _; \$ _ PER

☒ Cost Reimbursement as Per Budget

☐ Fixed Fee \$ _

4. Additional Funds Expended in This Project (Title XX, AFDC Foster Care, etc. - enter type and approx. amount of other funding)

None

SECTION III - SERVICES

1. Program Type

Adoption	Emergency Shelter	Development of Community or Parent Groups
Consultation	Training	Psychiatric and Psychological Exams
Camping	Group Home for Adolescents	<input checked="" type="checkbox"/> Concrete Services

2. Client Services

Do clients receive direct services from contractor? ☒ Yes ☐ No

If yes: Total Number of Clients Expected to be Served Per Month _; Per Year 28

This Information Compiled By: (name) MARIE PITTMAN	Title Contract Manager	Date 7/10/98	Telephone No. 713/599-5813
---	---------------------------	-----------------	-------------------------------

NOTE: USE BACK OF SHEET FOR COMMENTS

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- D. Information Sheet

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XIII. *Execution of Contract.* For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated affix their signatures and bind themselves during the effective dates.

TEXAS DEPARTMENT OF PROTECTIVE
AND REGULATORY SERVICES

CONTRACTOR: FORT BEND COUNTY

By: JAN MCLAUGHLIN

By: THE HONORABLE MICHAEL D. ROZELL

Signature
Executive Director



Signature
County Judge

Reviewed by the Regional Attorney _____

would enable substantial continuation of the services, the parties shall be discharged from any further obligations under this contract.

- E. This contract may be terminated at any time by mutual consent. In addition, either party to this contract may consider it to be canceled by giving thirty (30) days notice to the other party. This contract will be terminated at the end of the thirty (30) day period. Nothing in this Section shall be construed to prohibit immediate termination of the contract pursuant to Sections X. A. and B. above. This contract shall otherwise terminate by the date specified pursuant to Section XII, below.
- F. At the end of the contract term or other contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with the Department, aid in transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled.

XI. *Incorporation by Reference.* The following documents are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Form 2031, Corporate Board of Directors Resolution or it's Equivalent (Commissioners Court Order Authorizing the County Judge to Execute an Agreement)
- B. Plan of Operation
- C. Budget
- D. Information Sheet

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AND REGULATORY SERVICES

CONTRACTOR: FORT BEND COUNTY

By: JAN MCLAUGHLIN

By: THE HONORABLE MICHAEL D. ROZELL

Signature
Executive Director

Signature
County Judge

Reviewed by the Regional Attorney _____

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AND REGULATORY SERVICES

CONTRACTOR: FORT BEND COUNTY

By: JAN MCLAUGHLIN

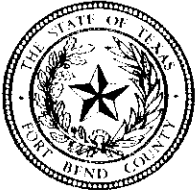
By: THE HONORABLE MICHAEL D. ROZELL

Signature
Executive Director



Signature
County Judge

Reviewed by the Regional Attorney _____



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

PRECINCT #1 COMMISSIONER

Fort Bend County, Texas

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

MEMORANDUM

TO: Mandi Bronsell
County Judges's Office

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

DATE: August 24, 1998

Please place the following on the Commissioners' Court Agenda for September 1 1998:

1. Request to wave the Health Department permits for the Needville Harvest Festival which will be held on Saturday, October 17, 1998.
2. Request to allow the Rosenberg Revitalization Association permission to use the Fort Bend/Wal Mart property for satellite parking for "Christmas Magic" on Saturday, November 28, 1998.

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

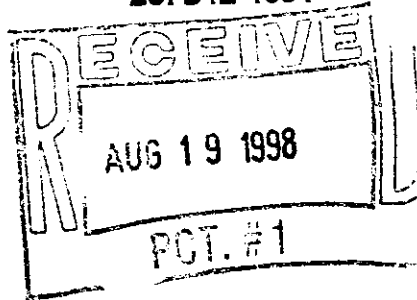
A handwritten signature in black ink, appearing to read "Bud", with a long horizontal line extending from the bottom of the signature.

Christmas Magic

A Project of the Rosenberg Revitalization Association
Post Office Box 607, Rosenberg, Texas 77471
281-342-4664

August 17, 1998

Bud O'Shieles
Commissioner, Pct. 1
PO Box 762
Richmond, TX 77406-0762



Dear Commissioner O'Shieles:

Christmas Magic is less than four months away, and while that sounds like a long time, it really isn't when you are planning an event as large as this. Last year, 10,000 visitors and area residents enjoyed the free three hour annual event. The Rosenberg Revitalization Association is a small group, and we could not produce this wonderful gift for our citizens and visitors without the support of our generous community.

Shuttle parking is necessary for "*Christmas Magic*", due to the large crowd we expect in the downtown area. In the past, Wal-Mart has allowed us the use of the old Wal-Mart Store parking lot for satellite parking for this event. As Fort Bend County has recently purchased this property, we would like to request permission to again use this property for satellite parking. We will have an on-site security person on duty at all times. This year's event will be held on Saturday, November 28. We would like to request the use of the parking lot from approximately 4:00 pm to 10:00 pm.

As you may know, the RRA is a small not-for-profit group, and the expense of producing *Christmas Magic* grows each year. Fort Bend County's support, by providing space for satellite parking, will enable us to make this year's event even more safe and successful.

We anxiously await your response. If you need any further information, please call Gary Gillen at 281-342-6969, or Linda Wilkinson at 281-342-4664.

Sincerely,

Gary Gillen
Cathy Pitts
Linda Wilkinson
Christmas Magic, Co-Chairs

NEEDVILLE HARVEST FESTIVAL

AUGUST 10, 1998

DEAR COMMISSIONER O'SHIELDS,

I AS A BOARD OF DIRECTORS MEMBER AND NEEDVILLE HARVEST FESTIVAL COMMITTEE FOR THE ARTS AND CRAFTS AND FOOD BOOTHS WOULD LIKE TO BE PUT ON THE COMMISSIONERS COURT DOCKET.

I WOULD LIKE TO ASK THE COURT IF THEY WOULD BE WILLING TO WAVE THE \$35.00 FEE FOR THE HEALTH PERMIT FOR EACH FOOD BOOTH AT THE NEEDVILLE HARVEST FESTIVAL WHICH WILL BE HELD SATURDAY, OCTOBER 17, 1998. I UNDERSTAND THAT ALL FOOD BOOTHS WILL HAVE TO ADHERE TO THE COUNTY HEALTH RULES. WE WILL ALSO SEND A COPY OF THE COUNTY HEALTH RULES WITH ALL FOOD BOOTH APPLICATIONS. THERE WILL BE APPROXMIATLY 10 BOOTHS.

IF YOU HAVE ANY QUESTIONS, FEEL FREE TO CONTACT ME.

THANK YOU,



EDGAR TOPPPEL
FOOD BOOTH CO-CHAIRMAN
NEEDVILLE HARVEST FESTIVAL
P.O. BOX 361
NEEDVILLE, TEXAS 77461
409-793-6947 (HOME)
281-263-7821 (WORK)

#9/2

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§

KNOW ALL MEN BY THESE PRESENTS

FULL RELEASE

This Full Release is made and entered into by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), and Rosenberg Revitalization Association (hereinafter referred to as "Association");

WHEREAS, the County desires to permit the Association to use Fort Bend County's property located at 4520 Reading Road, Rosenberg, Texas for satellite parking for the Association's "Christmas Magic" event on Saturday, November 28, 1998 for a public purpose; and,

WHEREAS, the Association desires to fully release the County of any future claims that may be derived from the use of the parking lot; and,

LIABILITY INSURANCE

Association shall, keep in full force and effect a policy or general liability insurance in which the limits shall not be less than \$1,000,000 for each claim aggregate. The policy shall name County, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Insurance Department and a copy of the policy or certification of insurance shall be delivered to County on or before the date of this agreement.

WHEREAS, the parties agree the purpose of the release is to buy peace;

NOW THEREFORE, in consideration of the recitals set forth above, the Association has this day released and by these presents do release, acquit, and forever discharge the County, its officials, agents, servants, and employees and all persons in privity with the County from any and all future claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which might arise hereafter, directly or indirectly attributable to the Associations' Christmas Magic event on Saturday, November 28, 1998.

The Association agrees to and shall indemnify defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, bodily injury, sickness, disease or death as a result of the Association's use of the County's parking lot located at 4520 Reading Road, Rosenberg, Texas, Saturday, November 28, 1998.

EXECUTED this the 1 day of Sept, 1998.

FORT BEND COUNTY, TEXAS

By: Mike D. Rozell

Michael D. Rozell, County Judge

Date: 9-1-98

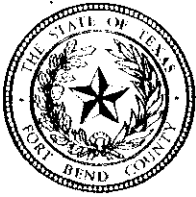
ATTEST

Dianne Wilson
Dianne Wilson, County Clerk

ROSENBERG REVITALIZATION ASSOCIATION

By: Larry Wilkinson

Date: 8/31/98



CONSTABLE DEPARTMENT - PRECINCT TWO

Fort Bend County, Texas

10₍₂₎

RUBEN DAVIS
Constable

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

August 24, 1998

To: Michael D. Rozell, County Judge
County Judge's Office

08-26-98 PM 4:18 IN

From: Ruben Davis, Constable *RD*
Precinct 2

Subject: **FY 1998 – Budget Deficit**

I have spoken with Mr. Jim Edwards of the Budget Office and Kirk Kirkpatrick of the Auditor's office, both of them informed me to contact your office with my requests. The purpose of this letter is to obtain funding from the county's "***Fund Balance Account***" to increase funding in the following line items by:

0200 Salaries and Labor	\$ 50,494.00*
0201 Temporary or Part-time	\$ 119,167.00
0300 Social Security	\$ 4,932.00*
0400 Retirement	\$ 3,725.00*
0500 Insurance	\$ 9,100.00*
0600 Workers Comp/Unemployment	\$ 1,838.00*

* Grant Positions Sept 1, 1997- August 31st, 1998

TOTAL **\$ 189,256.00**

The Community Liaison Deputy Grant was initiated in September of 1997. Two additional positions (0200 Salaries & Labor) were awarded as a result of a grant. The line items were not funded during the approval of my FY 98 Budget. Grant reimbursement is handled by the Auditor's Office. Not funded was the county's pay raise and merit pay.

Also, the department has added three contracts, Briar Villa, Ridgemont, and Briar Gate CIA that were not funded when FY98 Budget was approved. 0201 Part-time positions (Contract Deputies) were not budgeted in this FY 98 Budget.

Finally, while preparing FY 98 budget and previous budgets, my office was informed that we should place in the budget only the amount of money that the contract is valid. *Example: If the contract has only 16 pay periods during the period before expiration, this is the only amount that*

was funded. Once the contract was renewed, we had to ask Commissioner's Court for the remaining funds. All other contract funding through 12-31-98 (end of FY 98) is \$ 27,444.00. The new process for computing the contract funding allows us to budget for the whole year. Also, this will prevent any future problems of budget shortage in this line item except for when new contracts occur.

Reasons for Budget Shortage

- **Format for preparing the budget did not allow for 26.1 pay period of funding While computing all contracts**
- **A new contract began Late FY-97 that was not included in FY 98 Budget.**
- **Another new contract started May 1998 was not funded in FY 98 Budget**
- **Two Grant Positions (0200 Salaries including benefits) were not included in FY 98 Budget. Community Liaison Deputy Grant was awarded September 1997.**

SPECIFICS PROBLEMS

0200 Salaries Shortage

	Grant Funds	Actual Cost
Salaries	\$ 48,200.00	\$ 49,665.00
Retirement	\$ 3,375.00	\$ 3,725.00
Insurance	\$ 9,000.00	\$ 9,100.00
Workman's Comp.	\$ 1,326.00	\$ 1,760.00
Unemployment	\$ 73.00	\$ 78.00
Spc.Sec	\$ 3,688.00	\$ 4,932.00
Total	\$ 65,662.00	\$ 69,260.00

FY 98 – Budget Deficit
Page Three

0201 Part -Time Positions Shortage

Other Existing Contracts	\$ 27,444.00
Briar Villa New	12,466.00
Ridgemont New	46,181.00
Briar Gate CIA	33,076.00
TOTAL	\$ 119,167.00

Cc: R.L. "Bud" O'Shieles, Commissioner Pct. One
Grady Prestage, Commissioner, Pct. Two
Andy Meyers, Commissioner, Pct. Three
Bob Lutts, Commissioner, Pct. Four
Jim Edwards, Budget Officer
Robert Grayless, Auditor

**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1996**

On this the 25 day of AUGUST, 1996, 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
Alton Pressley	-	Commissioner Precinct #3
Bob Lulls	-	Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, heretofore, on October 3, 1995, the Court heard and approved the budget for the year 1996 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: FORT BEND COUNTY, CONSTABLE 2 Department #: 024

TRANSFER TO:

LINE ITEM NAME	NUMBER	AMOUNT
<u>SALARIES & LABOR</u>	<u>0200</u>	<u>\$50,494.00</u>
<u>TEMP OR PART-TIME</u>	<u>0201</u>	<u>\$119,167.00</u>
<u>SOCIAL SECURITY</u>	<u>0300</u>	<u>\$ 4,932.00</u>
<u>RETIREMENT</u>	<u>0400</u>	<u>\$ 3,725.00</u>
<u>INSURANCE</u>	<u>0500</u>	<u>\$ 9,100.00</u>

TOTAL TRANSFERRED TO: \$ SEE 2nd SHEET

TRANSFER FROM:

<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

TOTAL TRANSFERRED FROM: \$

EXPLANATION: SEE ATTACHED LETTER OF EXPLANATION

Department Head: *Robert Davis* Date: 08-25-98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: Mike D. Rozell, County Judge

**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1996**

On this the 25 day of AUGUST, 1998, the Commissioners' Court, with the following members being present:

Mike D. Rozell	-	County Judge
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Alton Pressley	-	Commissioner Precinct #3
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TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>WORK COMP/UNEMPLOYMENT</u>	<u>0600</u>	<u>\$ 1,838.00</u>
TOTAL TRANSFERRED TO:		\$ 189,256.00

TRANSFER FROM:

TOTAL TRANSFERRED FROM:		\$

EXPLANATION: SEE ATTACHED LETTER OF EXPLANATION

Department Head: *Ruben Davis*

Date: 08-25-98

THE COUNTY OF FORT BEND

BY: Mike D. Rozell, County Judge

ROUND DOLLARS ONLY



AGENDA ITEM
12 (2)

August 21, 1998

Michael D. Rozell, County Judge
Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Dear Judge Rozell,

As a follow-up to our conversation August 14, 1998, regarding the planting of the Stephen F. Austin Oak tree on the grounds of Fort Bend County Courthouse this is to confirm the date and time.

Date: November 3, 1998 (*This is the birth date of Stephen F. Austin.*)

Time: 3:30 P.M.

Mr. Leonard Cloud, Historian General, Sons of the Republic of Texas is in the process of preparing a format for the ceremony. Since Texas History is normally taught in the fourth and seventh grades it is desired that these students be in attendance and do the actual planting of the tree.

I will contact you as the time draws nearer so we may finalize our plans. The Sons of the Republic of Texas look forward to joining the citizens of Fort Bend County in this ceremony to commemorate "The Father of this great state of Texas" and its heritage.

Sincerely,

Gerald W. Sitterle, President
Sam Houston Chapter, S.R.T
4827 Waynesboro Drive
Houston, Texas 77035

c.c.

Leonard Cloud

Violation of his civil rights.

AGENDA ITEM
#13

AGUERO ENTERPRISES, INC
2511 ENCREEK RD.
HOUSTON, TX 77068

FAX COVER SHEET

TO: Mandi Bronsell
FAX #: 281-341-8609 PHONE #: 281-341-8608
DATE: August 25, 1998 PAGES INCLUDING COVER: 1
TIME: 8:12 A.M.

FROM: DAVID AGUERO

PHONE: (281)537-7395
FAX: (281)537-7395

MESSAGE:

Mandi,
Please include my name on the agenda for the next
Commissioners Court meeting, September 1, 1998.
Please provide me with a list of names of all members
of Commissioners Court and information as to the format
used in addressing this Court.
Is there a time limit for presentation/addressing the
Court?

He is an installer. Questions about the different levels
of installers. Septic. TNRCC told him to request
to be put on the agenda. Also has complaints
about the Health Dept. -

ON-SITE SEWAGE FACILITIES

RULES

DESIGNATED REPRESENTATIVE

~~**Effective February 4, 1997**~~

**Texas Natural Resource
Conservation Commission
(TNRCC)**

- (1) must possess an Installer I certificate;
 - (2) have at least two years of verified experience in OSSF installation, construction, extension, alteration, and/or repair under said certification;
 - (3) must successfully complete the Installer II training course; and
 - (4) must pass the Installer II examination.
- (g) An Installer II is qualified to install, construct, alter, extend, or repair all types of OSSFs.
- ~~(h) Beginning 540 days after the effective date of this chapter, an installer shall no longer operate as an Installer II without meeting all the requirements set forth in this subchapter.~~**
- (i) All applicants for certification as a site evaluator or designated representative shall be required to pass an examination covering the field of OSSF installation, construction, repair, operation, disposal, planning, maintenance, soil analysis, site evaluation, and program administration.
- (j) Designated representative qualifications. Each individual appointed, employed, or compensated by a permitting authority having duties and responsibilities for the regulation and inspection of OSSFs shall be required to take and complete designated representative training and pass an examination for designated representatives. A designated representative is not required to hold a separate site evaluator certificate provided the individual only performs duties and responsibilities required by the permitting authority. If the individual leaves the employment of the permitting authority, or works as a site evaluator in another area of jurisdiction, a site evaluator certificate must be obtained in order for the individual to conduct preconstruction site evaluations.
- (k) Site evaluator qualifications:
- (1) must have two years of verifiable experience in the OSSF field and possess an Installer II certificate, designated representative certificate, registered sanitarian certificate, or professional engineer registration;
 - (2) must successfully complete the site evaluator training course; and
 - (3) must pass the Site Evaluator examination.
 - (4) A site evaluator is qualified to conduct preconstruction site evaluation which includes performing soil analysis, a site survey, and other criteria necessary to determine the suitability of a site for a specific OSSF.



HEALTH DEPARTMENT

FORT BEND COUNTY, TEXAS

July 29, 1998

(281) 342-6414
Fax (281) 342-7371

Mr. Jeff Saitas
Executive Director
Texas Natural Resource Conservation Commission
P. O. Box 13087
Austin, Texas 78711

Dear Mr. Saitas,

The following is in reference to a memo received from Mr. Richard Craig dated July 28, 1998 concerning certification requirements for OSSF Installers II's.

The TNRCC rule for certification of On-Site Sewage Facilities (OSSF) installers states, "An individual will remain an Installer I if they are unable to meet the requirements for Installer II. The individual will no longer be able to operate as an Installer II after the required 540 days,"

Our organization has gone to great lengths to inform local installers the cut off date of July 31, 1998 will be enforced. On July 28, 1998 approximately 12:00 noon we received a memo, just 4 days before the rule mandated deadline, your organization is now allowing the Installer I's an additional 60 days to receive their Installer II training for certification, and requesting we assist you in informing Installer I's not in compliance.

This extension is a travesty and an embarrassment to your agency and all the local programs working with the TNRCC to regulate OSSF's. Individuals in this business knew the requirements of the 540 day deadline. This program is designed to be a profession with business professionals. This office has received numerous complaints from professional installers saying they went to the expense of complying with the rule, then special dispensation is given to the marginal operators at the last moment. This office is in agreement with these installers.

Fort Bend County believes this decision did not go before the TNRCC Commission to amend the rule, therefore the memo is nothing more than an internal directive to not enforce their own rule. This internal enforcement discretion decision by the TNRCC will reward the marginal business people that have ignored the rule for over a year. Fort Bend County is prepared to enforce the rule and reward the professional installers who are complying with the rule as written. We also do not believe the enforcement guidance memo dated July 28, 1998 should apply to local programs.



HEALTH DEPARTMENT

FORT BEND COUNTY, TEXAS

(281) 342-6414
Fax (281) 342-7371

Mr. Saitas, if you want the local programs to enforce this rule and maintain a viable OSSF program, with oversight by the TNRCC, please instruct your agency to stop masking an internal enforcement policy to appear as a directive to all local regulators. Fort Bend County is not prepared to violate TNRCC rules and we do not have the authority to ignore the rules of this State.

If you wish to discuss this matter further please contact our office at 281-342-7469. Thank you for consideration in this matter.

Sincerely;

Jeff Garrett R.S. Chief Sanitarian
Fort Bend County Environmental Health Department

xc: Michael D. Rozell
Fort Bend County Judge

Barry R. McBee
Chairman TNRCC

R.B. "Ralph" Marquez
Commissioner TNRCC

John M. Baker
Commissioner TNRCC

Charlie F. Howard
Representative District 26

Dora Olivo
Representative District 27

Enclosure

AGUERO ENTERPRISES, INC
2511 ENCREEK RD.
HOUSTON, TX 77068

FAX COVER SHEET

TO: Jeff GarrettFAX #: 281-342-5572 PHONE #: 281-342-7469DATE: August 25, 1998 PAGES INCLUDING COVER: 1TIME: 12:29FROM: DAVID AGUEROPHONE: (281)537-7395FAX: (281)537-7395MESSAGE:

Jeff, I am requesting that you include my name on the
agenda list to go before commissioners court on their
next meeting, September 1, 1998



Protecting Texas
by Reducing and
Preventing Pollution

FAX TRANSMITTAL

DATE: July 28, 1998

NUMBER OF PAGES (including this cover sheet):

1

TO:

Name

OSSF Designated Representatives/
Authorized Agents

Organization

FAX Number

FROM:

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Name

Richard Craig

Division/Region

Installer Certification Section

Telephone Number

(512) 239-8328

FAX Number

(512) 239-8307

NOTES:

The following information affects the certification requirements for Installer II. Please assist us in getting this information to Installer I individuals who may be interested in becoming certified as an Installer II.

Due to the large number of installers seeking to attend the Installer II course in order to be qualified to install Installer II OSSF systems, TNRCC will extend the cut off date of certifications to Installer II for 60 days.

This means that a person holding valid OSSF Installer I license, may install Installer II level systems until September 30, 1998. Effective October 1, 1998, only those individuals holding a valid OSSF Installer II license will be authorized to install Installer II systems.

There are five Installer II courses scheduled during August and September. Individuals desiring to take the Installer II course should contact TEEX at 1-800-252-2420.

Please feel free to call TNRCC (512) 239-0914 if you have questions.

Thank you for your assistance.

Richard Craig

AGUERO ENTERPRISES, INC.
2511 ENCREEK RD.
HOUSTON, TX 77068

FAX COVER SHEET

TO: MR. Eddie Hulen
FAX: 281-431-5222 PHONE #: 281-431-1026
DATE: August 25, 1998 PAGES INCLUDING COVER: 2
TIME: 8:49 A.M.

FROM: DAVID AGUERO

PHONE: (281) 537-7395
FAX: (281) 537-7395
PAGER: (281) 273-9485

MESSAGE:

FELLOW INSTALLER, I WILL BE PETITIONING FORT BEND COUNTY COMMISSIONERS COURT ON SEPTEMBER 1, 1998 IN AN EFFORT TO CONVINCE THEM TO CHANGE THEIR STANDING AND THEIR DENIAL TO ALLOW US, INSTALLER I'S, TO CONTINUE INSTALLING LEVEL II SYSTEMS UNTIL SEPTEMBER 30, 1998 AS APPROVED BY TNRCC, COPY ATTACHED.

IF YOU AGREE WITH THIS REQUEST (PETITION) PLEASE SIGN ON BOTTOM OF PAGE AND FAX BACK TO ME TO PRESENT TO COMMISSIONERS COURT THAT THERE ARE SEVERAL INSTALLERS WANTING TO EXERCISE THE RIGHT AS ALLOWED BY TNRCC.

PLEASE RESPOND TO THE FOLLOWING:

1. DID YOU RECEIVE A COPY OF TNRCC'S EXTENSION DATED JULY 20, 1998? YES NO
2. DID FORT BEND COUNTY SPECIFICALLY NOTIFY YOU OF THE JULY 31 DEADLINE? YES NO

INSTALLER I

DATE

HARRIS COUNTY
PUBLIC INFRASTRUCTURE DEPARTMENT
ENGINEERING DIVISION

VIA Fax (281) 342-5572
9900 Northwest Frwy.
Suite 103
Houston, Texas 77092
(713) 956-3000

26 August 1998

Mr. Jeff Garrett, RS
Fort Bend County Health Dept.
P. O. Box 668
Rosenberg, TX 77471

SUBJECT: Enforcement of Registration and Certification Credentials

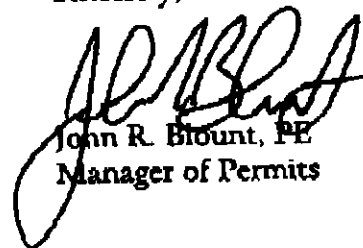
Dear Mr. Garrett:

Pursuant to your recent inquiry concerning how Harris County is handling the August 1, 1998 implementation of installer, site evaluator and designated representative certification, we offer the following.

Only individuals who have attended the prerequisite class, passed the required exam and can provide proof of passing are allowed to practice their respective profession. We overlook the actual proof of registration by the Texas Natural Resource Conservation Commission (TNRCC) as they are significantly behind the processing of applications. It should be noted that these individuals have had adequate time to attend these classes and county employees as well as private citizens are being held to the same standard.

I hope this answers your questions and should you need any additional information, please don't hesitate to call.

Sincerely,



John R. Blount, PE
Manager of Permits

:skk

\\pcrmit1\sys\users\skubiak\msoffice\health\fortbend.doc

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO
EXECUTE THE ADDENDUM TO AGREEMENT BETWEEN
FORT BEND COUNTY AND FORT BEND FAMILY HEALTH CENTER, INC.**

On this the 1 day of September, 1998, 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 execute the Addendum between Fort
Bend County and Fort Bend Family Health Center, Inc. for indigent health and treatment, said
Agreement being incorporated herein by reference for all purposes as though fully set forth herein
word for word.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO AGREEMENT

THIS ADDENDUM, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioners Court ("County"), and Fort Bend Family Health Center, Inc. ("FBFHCI")

WHEREAS, the parties have executed that certain Agreement for indigent care and treatment on February 10, 1998, a copy of which is attached for all purposes; and

WHEREAS, the parties desire to amend, add to or delete certain terms thereof;

NOW THEREFORE, the parties agree that the following terms shall apply in addition or in lieu of the terms of the Agreement.

The terms of this Agreement shall continue until December 31, 1998. The Agreement shall not automatically renew; any renewal is subject to the written agreement of the parties.

County and FBFHCI agree that Fort Bend County Human Services, a department of Fort Bend County, ("Services"), will take the primary responsibilities and duties stated in the original contract referenced above. FBFHCI will continue to assist the County as follows:

1. FBFHCI will furnish any and all information and/or documentation for inactive files when requested by Human Services within a reasonable time. Funds for these copies will be paid out of the existing Human Services budget and furnished at \$0.15 a copy, which represents reasonable costs for materials and labor. The \$0.15 rate will continue past the date of the termination of this contract until the need for copies has legally tolled. (Generally four years)
2. FBFHCI will store all present terminated and inactive files unless or until a legal opinion from the Fort Bend County Attorney's office states otherwise.
3. FBFHCI will furnish a copy for any existing specific active file within 72 hours of the request by Services at \$0.15 per copy. All active files will be copied by December 31, 1998. All copying of active files will not exceed \$4,500.

- The funding provisions of this Agreement are referenced in the Agreement; therefore all reference of any kind to the payment of additional costs or expenses are limited as allowed by Texas Law.

Signed this the 1 day of September, 1998.

By:

Date:

9-1-98

ATTEST

Dianne Wilson, County Clerk

By:

Date:

I hereby certify that funds are available in the amount of \$4,500 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless, Auditor

FORT BEND FAMILY HEALTH CENTER, INC.

Administration: 342-4530
WIC: 342-4530
Children's Clinic: 342-5176



Great Expectations: 342-0529
E.S.P.: 342-0500
Adult Clinic: 342-1746
Social Services: 342-4530

A United Way Agency

Memorandum

Date: September 1, 1998

To: The Honorable Michael D. Rozell
Commissioner Bud O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
County Attorney Bud Childers
Assistant County Attorney Dennis Morgan
Dr. Donald H. Mahoney, Jr., President of the Board, FBFHC, Inc.

From: Lynda Bible, Executive Director LB

Re: Eligibility Screening Contract between Fort Bend Family Health Center, Inc.
And Fort Bend County

We are signing the Addendum to the above referenced contract because county officials have indicated there is no other option. It is neither in the best interest of the citizens of this county nor does it serve any meaningful purpose for us to pursue legal action. There is a 12 year history of integrated "one-stop-shopping" services for the low income citizens of Fort Bend County. The county's decision to fracture the eligibility screening system developed by this agency may cause potentially eligible patients to experience unnecessary delays in access to health care services. This delay may accelerate and complicate a patient's illness and result in higher utilization of office visits, prescriptions, lab work and possibly hospitalization.

We intend to cooperate in every way to accomplish a smooth transition of eligibility screening and determination to the County. Our goal and mission is now, and has always been, to care for the neediest members of our community. After all, others have always looked to our collaboration as a model of what we all wish we had in modern health care.

As always, we stand ready to work with the county in any future health related projects that will best serve the citizens of Fort Bend County.



DISTRICT ATTORNEY'S OFFICE

Fort Bend County, Texas

ALL INFORMATION
#15

JOHN F. HEALEY, JR.
District Attorney

(281) 341-4460
Fax (281) 341-4440

August 26, 1998

Honorable Mike Rozell
County Judge
Commissioners' Court
Fort Bend County
Richmond, Texas 77469

08-25-98 P02:58 IN

Dear Judge Rozell:

Please place the following matter on the Commissioners' Court Agenda for Tuesday September 1, 1998:

- 1) Recording into the minutes the Second Amended District Attorney's Worthless Check Budget 1998.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Healey".

John Healey
JH/bjd

cc: Commissioner Bob Lutts
Commissioner Andy Meyers
Commissioner Grady Prestage
Commissioner R.L. "Bud" O'Shieles
Jim Edwards, Budget Officer
Dianne Wilson, County Clerk
Robert Grayless, Auditor

SECOND AMENDED
DISTRICT ATTORNEY
WORTHLESS CHECK BUDGET
1998

142	DESCRIPTION	BUDGET AMOUNT
1420200	SALARIES & LABOR	\$20,950
1420201	TEMPORARY SALARIES & L	\$23,802
1420300	SOCIAL SECURITY	\$5,683
1420400	RETIREMENT	\$2,598
1420701	CONFERENCES/SEMINARS/	\$21,357
1421010	PROPERTY AND EQUIPMEN	\$8,608
1421062	OFFICE SUPPLIES	\$17,789
1424008	WITNESS EXPENSE	\$10,574
1424009	CRIME PREVENTION PROG	\$8
1424010	FEES AND SERVICES	\$7,493
1424012	SPECIAL CRIMINAL INVESTI	\$92
1424021	TECLOSE TRNG	\$0
		=====
		\$118,954

DRAFT

#1

AGENDA FOR 09/01/98

AGENDA ITEM

#16

TO: MANDY

FROM: PAULETTE, ENGINEERING

1. **CONSIDER APPROVING APPLICATION FROM SOUTHWESTERN BELL TO BURY CABLE UNDER AND ALONG WEST TAVENER, PCT.1.**
2. **CONSIDER APPROVING APPLICATION FROM ENTEX, A DIVISION OF HOUSTON INDUSTRIES TO BURY 2" GAS MAIN ALONG SADDLEBROOK WAY, PCT.3.**
3. **CONSIDER APPROVING THE PLAT FOR CRESTWATER, SECTION 2, PCT.3.**

HWPDATA\LETTER\ADM\AC\09\01\98\161

16/1

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1 day of SEPTEMBER, 19 98, before the

Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of SOUTHWESTERN BELL

Job Location WEST TAVENER

Dated 8-20-98 Bond No. 5893554, Permit No. 81996

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

Notes:

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

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

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

By A. Jose Hernandez
County Engineer

By _____
Drainage District Engineer/Manager

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

Clerk of Commissioners Court

By Jinda Munoz
Deputy

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

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

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

PERMIT NO. 81996

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

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

- ☒ (2) Bond: _____
- ☒ District Attorney, approval when applicable.
 - ☒ Perpetual bond currently posted.
No. 5893554
Amount 50,000
 - _____ Performance bond submitted.
No. _____
Amount _____
 - _____ Cashier's Check.
No. _____
Amount _____

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

Precinct Engineer Acknowledgement


Date

Precinct Commissioner Acknowledgement

Date

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

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



Sidney M. Shaver, Permit Administrator

8-20-98

Date

APPLICANT'S JOB NO. 4590543
PERMIT NO. 81996 PCT. NO. 1
BOND NO. 5893554

Formal notice is hereby given that SOUTHWESTERN BELL
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
WEST TAVENER	4076' NORTH BATTLE RD	56'	✓

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
WEST TAVENER	NE CORNER OF BATTLE RD	NORTH ON WEST TAVENER	4076'

General Description

BEGINNING AT BATTLE ROAD PLACE BURIED CABLE 4076' NORTH ALONG
WEST TAVENER ROAD 3' FROM PROPERTY LINE. AT THIS POINT BORE ROAD.

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

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

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

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: SOUTHWESTERN BELL
AGENT and/or OWNER

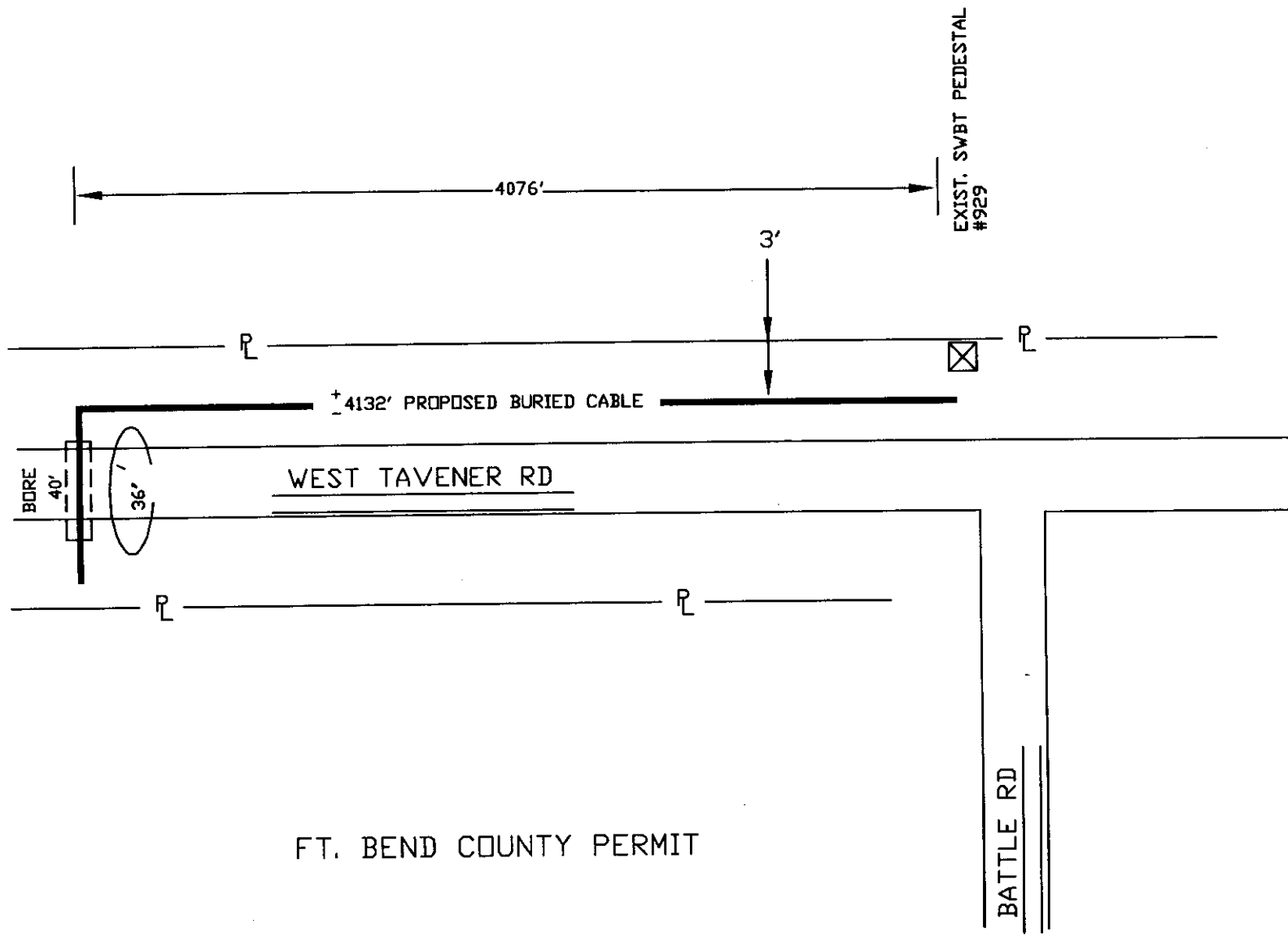
[Signature]
(Signature)

NAME & TITLE VICTOR CASTILLO
MGR-ENG. DESIGN
(Please Print)

DATE: 8-14-98

ADDRESS: 112 WEST WAY
(Street/P.O. Box)

LAKE JACKSON TX 77566
City State Zip
TELEPHONE NO: 409-299-2610
(accessible 24 hrs/day, 7 days/week)



FT. BEND COUNTY PERMIT

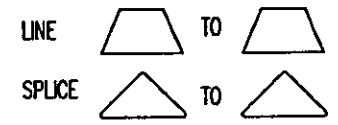
Key 640 G
BURIED MIN. 24"

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

SPECIAL
CIRCUITS N
6203 N
FORWARDED
PERMIT Y
REQUIRED



OPERATING RANGE OF JOB STEPS



MFRC 45C

TRANSMISSION ZONE

RZ CZ 9 TAPER CODE 159302

CAUTION HIGH VOLTAGE

KV 7.2 AERIAL Y BURIED N

POLE CONTACTS (+) (-)
PWR CO HL&P

NOTES

ORDER NO. 4590543

TOT.PRINTS PRINT NO. CNTY
NPA/NNX: 409-532 PRT:
EXCH. WHARTON
TAX DIST. FG019
GEO LOC. W83532
ENGR. VC DRAWN GJ
TELEPHONE NO. (409) 299-2610
REC. REF. RPL172/172.6
MAP REF.
SCALE NONE
ISSUE DATE
DATE REV.
JOB TITLE TAVENER ROAD-CABLE

16/2

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1 day of SEPTEMBER, 19 98, before the

Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of ENTER, A DIV. OF HOUSTON INDUSTRIES

Job Location SADDLEBROOK WAY

Dated 8-25-98 Bond No. 22-022-417, Permit No. 81997

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of

Commissioner Prestage, seconded by Commissioner D'Shields,

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

Notes:

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

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

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

By

[Signature]
County Engineer

By

Drainage District Engineer/Manager

Presented to Commissioners Court
and approved.

Recorded in Volume _____
Minutes of Commissioners Court.

Clerk of Commissioners Court

By [Signature]
Deputy

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

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

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

PERMIT NO. 81997

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

- ✓ (1) Complete Application Form.
- ✓ a. Name of road, street, and/or drainage ditch affected.
- ✓ b. Vicinity map showing course of direction.
- ✓ c. Plans and specifications.
- ✓ (2) Bond:
- ✓ District Attorney, approval when applicable.
- ✓ Perpetual bond currently posted.
- No. 22-022-417
- Amount 50,000.
- Performance bond submitted.
- No. _____
- Amount _____
- Cashier's Check.
- No. _____
- Amount _____
- (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct Engineer Acknowledgement

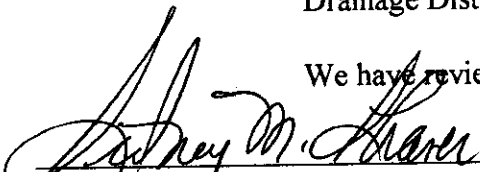
Date

Precinct Commissioner Acknowledgement

Date

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

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


Sidney M. Shaver, Permit Administrator

8-25-98
Date

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

APPLICANT'S JOB NO. _____
PERMIT NO. 81997 PCT. NO. 3
BOND NO. 22-022-417

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

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

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

Along Roads and/or Drainage Ditches

Road or Ditch Name	: Distance & Direction From Nearest Intersection	: To Distance
<u>SADDLEBROOK WAY</u>	<u>700' S.W. OF S. SADDLEBROOK WAY</u>	<u>25550 SADDLEBROOK WAY 765'</u>

General Description

INSTALLING 2" GAS MAIN LINE ALONG SADDLEBROOK WAY R.O.W
TO SERVE 25550 SADDLEBROOK WAY

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: 8-17-98

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)

25526

F15"

EX. 2" DIA.
SADDLEBROOK WAY

S. SADDLEBROOK

0+00
TIE-IN w/2" COUPLING

PROP 2" DIA.

4
N

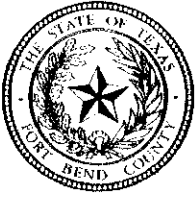
KATV
BMS# 69
KEY# 485-J

3' MIN. COVER

7165 END 2"
w/CAP + 5# ANODE

25550






SOCIAL SERVICES
FORT BEND COUNTY, TEXAS

AGENDA ITEM
#17

HOPIE SOLOMON, LSWA
DIRECTOR

MEMORANDUM

To: Mandi

From: Hopie Solomon 

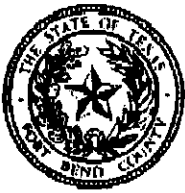
Subject: Agenda Item

Date: August 26, 1998

Please place the following information on the September 1, 1998 agenda.

Consider and approve acceptance of the Houston Lighting and Power "Heat Relief" check in the amount of \$120,000.00 to be administered by the Social Service Department.

xx: Manuela Tobias



SOCIAL SERVICES
FORT BEND COUNTY, TEXAS

AGENDA ITEM

HOPIE SOLOMON, LSWA
DIRECTOR

Memorandum

To: Manuela Tobias
From: Hopie Solomon *HS*
Subject: Emergency Relief Funds

As a result of Houston Lighting & Power's request to the Public Utility Commission, Emergency Rule 23.47 was approved allowing HL&P to appropriate funds to assist with the heat relief efforts.

The Fort Bend County Social Service agency has been allocated \$120,000.00 to be utilized within the county.

The acceptance of this check will be placed on the agenda for Commissioners Court approval.

xx: County Judge and Commissioners

Post-it® Fax Note	7671	Date	8-24-98	# of pages	1
To	Commissioners	From	Hopie Solomon		
Co./Dept.		Co.	Social Services		
Phone #		Phone #	281-342-7300		
Fax #		Fax #	342-0557		

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P.O. Box 399 Richmond, Texas 77406-0399
(713) 341-3710 Fax (713) 341-9267

ACENDA ITEM

#18 (1)

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
James W. Edwards – Budget Officer

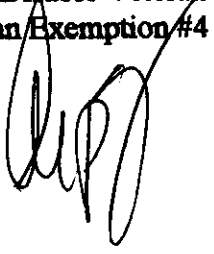
From: Marsha P. Gaines

Re: Commissioners Court Agenda

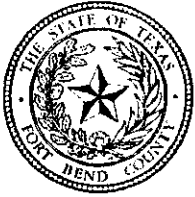
Date: August 25, 1998

Please place the following over \$500.00 refund on the September 1, 1998, Commissioners Court Agenda:

- | | | |
|----|--|----------|
| 1. | FT Mortgage Companies
Account # 8700-02-004-0170-907
Credit 1997 Over 65 and Change Disable Veteran
Exemption #2 to Disable Veteran/Exemption #4
Pct. 2003 | \$544.03 |
|----|--|----------|



MPG:jkr



COUNTY ATTORNEY
Fort Bend County, Texas

AGENDA ITEM

#18(2)

BEN W. "Bud" CHILDERS
County Attorney

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

TO: Mandi Bronsell
cc: Commissioners
Karen Stell, Tax Office

FROM: Laura Johnson

DATE: 8/19/98

SUBJECT: Agenda Item

Please place the following on the September 2, 1998 agenda for the Court's consideration:

Tax Office: Consider resale of Property taken under Cause #70,077
Fort Bend Independent School District v. Kathleen P. Moore
Marek.

Thanks.

/lj:3042-

orig to Karen Stell - Tax Ofc 9-22-98



TAX ASSESSOR/COLLECTOR
FORT BEND COUNTY, TEXAS

MARSHA P. GAINES

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

DATE: August 17, 1998

TO: Mr. Bud Childers
Fort Bend County Attorney

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

RE: Resale of Property taken under Cause# 70,077
Fort Bend Independent School District vs. Kathleen P. Moore Marek
0064-00-000-2300-907

Attached is copy of letter received from Linebarger, Heard, Goggan, Blair, Graham, Pena & Sampson, LLP, delinquent attorneys for Fort Bend Independent School District, requesting resale of property taken under Cause 70,077.

Linebarger, Heard, Goggan, Blair, Graham, Pena and Sampson, LLP. request this be placed on the Commissioners Court Agenda so they may approve or disapprove this sale. The original document are attached. Please have the appropriate party sign, if approved and return to my attention.

Please review and place on the agenda. Contact me at 281-341-3723 if you have any questions.

cc: Cormac Creaven
LHGBGP&S

LHGBGPS-081798-KCS

AUG 18 1998

LINEBARGER, HEARD, GOGGAN, BLAIR,
GRAHAM, PEÑA & SAMPSON, LLP
ATTORNEYS-AT-LAW
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
1021 MAIN ST., 21ST FLOOR
HOUSTON, TEXAS 77002

August 10, 1998

Karen Stell
Assistant Division Supervisor/Tax
P. O. Box 399
Richmond, Texas 77406

Re: Cause No.: 70,077 / Account # 0064-00-000-2300-907
3015 5th St. Stafford, Tx.

The above referenced property was struck off to Fort Bend Independent School District on March 5, 1991.

Fort Bend ISD has accepted an offer of \$50,615.28 to purchase this property. The following is a calculation of the amount which is to be disbursed after all costs.

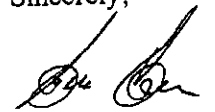
Offer Amount	\$	50,615.28
Court Costs	\$	151.00
Settlement Cost	\$	1,964.50
Broker's Commission	\$	3,036.92
Amount for disbursement	\$	45,462.86

The following is a calculation of the prorated amounts which should be disbursed to the various jurisdictions:

Judgment amount for each jurisdiction	% for each jurisdiction	Share for each juris.	Jud. Yrs.
Fort Bend County \$ 16,882.09	35.57%	\$ 16,171.52	1985-1990
Fort Bend ISD \$ 30,578.38	64.43%	\$ 29,291.34	1984-1990
Totals \$ 47,460.47	100.0%	\$ 45,462.86	

If you have any questions, please feel free to call me.

Sincerely,



Cormac Creaven

Approved, Agreed To and Accepted
Fort Bend County

By:


Mike Rozell

Title: County Judge

Date: 9-1-98

240TH JUDICIAL DISTRICT

BE IT REMEMBERED that on this 4 day of December, 1990, being the appearance date of Defendant(s), KATHLEEN PATRICIA MOORE MAREK, and the Court regularly in session and term, time and place, wherein the above entitled and numbered cause was commenced, and the Judge in open court regularly called said cause in order on the docket, and came Plaintiff(s), FORT BEND INDEPENDENT SCHOOL DISTRICT, by its attorney, and also came Intervenor(s), THE STATE OF TEXAS, COUNTY OF FORT BEND, by their respective counsel, and Defendant(s) having been duly served with citation herein has wholly made default, and citation having been on file with the District Clerk for more than ten (10) days excluding the date of filing. A jury having been waived, and all matters of fact and law herein having been submitted, the Court, after considering the pleadings, arguments of counsel, and evidence presented at the time of trial finds that this is a suit brought for the collection of delinquent taxes and that all legal prerequisites commanded by law on the part of all officials for Plaintiff(s) and Intervenor(s) have been properly satisfied and completed, and that the Defendant(s) is indebted to the Plaintiff(s) and Intervenor(s) for

such delinquent taxes, penalty and interest as proven at the time of trial, and that the Plaintiff(s) and Intervenor(s) should have judgment and a foreclosure of their tax lien on the property hereinafter described, and therefore:

BE IT ORDERED, ADJUDGED AND DECREED by this Court that Plaintiff(s) have and recover of and from Defendant(s) the total sum of \$48,471.14 with the amount due on each property being separately stated per year on Exhibit "A" attached hereto and incorporated herein for all purposes, together with interest thereon at the rate of twelve percent (12%) per annum from the date of this judgment until fully paid, and all costs of court incurred.

BE IT ORDERED, ADJUDGED AND DECREED by this Court that Intervenor(s), THE STATE OF TEXAS, COUNTY OF FORT BEND, have and recover of and from Defendant(s) the total sum of \$ 16,080.63 with the amount due on each property being separately stated per year on Exhibit "A" attached hereto and incorporated herein for all purposes, together with interest thereon at the rate of twelve percent (12%) per annum from the date of this judgment until fully paid, and all costs of court incurred.

IT IS FURTHER ORDERED that Plaintiff(s) and Intervenor(s) shall have foreclosure of their tax liens effective as of the date of this Judgment, and the following described property shall be sold in satisfaction of the amount of this Judgment:

PROPERTY-DESCRIPTION CONTAINED IN
EXHIBIT "A" AND THE SAME IS INCORPORATED
HEREIN FOR ALL PURPOSES

IT IS FURTHER ORDERED that the adjudged value of each property herein being foreclosed upon is the value as noted in Exhibit "A" attached hereto and incorporated herein for all purposes.

IT IS FURTHER ORDERED that Plaintiff(s) and Intervenor(s) shall recover, for the current tax year, an amount equal to the proration of last year's tax up to and including the date of this judgment.

IT IS FURTHER ORDERED that an Order of Sale shall issue to any Sheriff or Constable within the State of Texas to seize and sell the described property the same as under execution and satisfaction of this Judgment. A Writ of Possession shall issue to the purchaser at such sale or his assigns.

IT IS FURTHER ORDERED that if any surplus remains after the payment of the sum adjudged to be due, it shall be paid to the Clerk of this Court and held for a period of seven (7) years from the date of this sale, subject to further orders of this Court.

IT IS FURTHER ORDERED that all costs of Court incurred herein shall be adjudged against the Defendant(s) for which let execution issue.

SIGNED this 4 day of December, 1990.


JUDGE PRESIDING

APPROVED AS TO FORM:

JONES/ROSEMAN AND WISEMAN J.V.

By 

TERRY G. WISEMAN
State Bar No. 21816500
5847 San Felipe #1550
Houston, TX 77056-3005
(713)974-1212

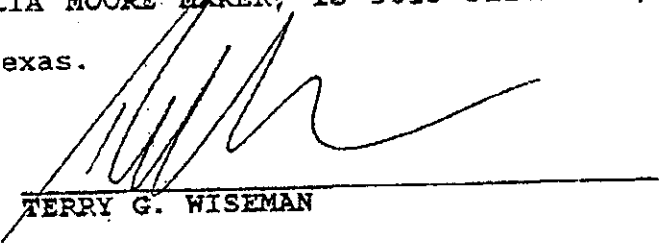
HEARD, GOGGAN, BLAIR & WILLIAMS

By 

BENNETT ROBERTS
State Bar No. 17032000
P. O. Drawer Q
Richmond, TX 77469
713/342-9636

CERTIFICATE OF LAST KNOWN ADDRESS

This is to certify that the last known mailing address of the Defendant(s), KATHLEEN PATRICIA MOORE MAREX, is 3015 Fifth St., Stafford, Fort Bend County, Texas.


TERRY G. WISEMAN

FILED

DEC 4 - 1990

AT 11:05 A.M.

Clerk District Court, Fort Bend Co., Tx.

REC VOL. 51 PG 374.

EXHIBIT "A"

Page 2 of 2

LEGAL DESCRIPTION:

Being 1.104 acres of land, more or less, located in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "C" to an Easement Agreement filed in the Official Records of Fort Bend County, Texas, in Volume 1738, Page 520 and under Clerk's Instrument No. 8541212 reference to such legal description being made herein for all purposes as if repeated verbatim, all of such property being located in Fort Bend County, Texas.

Amount due FORT BEND INDEPENDENT SCHOOL DISTRICT:
Account #0064-00-000-2285:

<u>Tax Year</u>	<u>Base Tax</u>	<u>Total Tax & P/I due 12/90</u>	<u>Adjudged Value</u>
1989	\$264.96	\$374.79	
1988	258.33	401.06	
1987	258.33	436.71	
1986	331.22	472.35	
1985	331.22	508.00	
1984	275.35	467.79	
1983	277.62	502.56	
1982	252.78	485.76	
1981	241.50	490.98	
1980	104.28	139.25	\$28,150.00

Amount due THE STATE OF TEXAS, COUNTY OF FORT BEND:
Account # 907006400000-2285:

<u>Tax Year</u>	<u>Base Tax</u>	<u>Total Tax & P/I due 12/90</u>	<u>Adjudged Value</u>
1989	115.41	163.24	
1988	102.30	158.83	
1987	90.09	152.29	
1986	86.67	158.48	
1985	77.73	153.05	
1984	74.70	157.21	
1983	74.70	167.52	
1982	79.26	188.68	
1980	35.48	90.38	
1968	4.09	13.80	
1967	10.63	36.42	\$28,150.00

EXHIBIT "A"

Page 1 of 2

LEGAL DESCRIPTION:

Being 8.73 acres of land, more or less, located in Fort Bend County, Texas, and being more particularly described by metes and bounds in an Assignment filed in the Deed of Trust Records of Fort Bend County, Texas, in Volume 673 Page 704 and under Fort Bend County Clerk's File No. 59044, reference to such legal description therein contained made herein for all purposes, all of such property being located in Fort Bend County, Texas.

Amount due FORT BEND INDEPENDENT SCHOOL DISTRICT:
Account #0064-00-000-2300:

<u>Tax Year</u>	<u>Base Tax</u>	<u>Total Tax & P/I due 12/90</u>	<u>Adjudged Value</u>
1989	\$2149.08	\$3039.88	
1988	2095.35	3253.03	
1987	2304.08	3895.05	
1986	2249.20	4112.67	
1985	2249.20	4423.05	
1984	1816.09	3821.96	
1983	1830.98	4105.97	
1982	1667.23	3968.85	
1981	1625.54	4093.92	
1980	760.21	1936.45	
1979	777.45	2034.01	
1978	756.72	2031.98	
1977	725.62	1998.54	
1976	522.99	1476.53	\$179,900.00

Amount due THE STATE OF TEXAS, COUNTY OF FORT BEND:

Account # 9070064 00 000 2300 : 400.34

<u>Tax Year</u>	<u>Base Tax</u>	<u>Total Tax & P/I due 12/90</u>	<u>Adjudged Value</u>
1976	141.80	410.12	
1975	141.80		
1974	936.11	1,304.13	
1973	829.73	1,288.16	
1972	803.47	1,358.27	
1971	754.54	1,379.68	
1970	677.65	1,332.60	
1969	670.33	1,284.44	
1968	610.33	1,368.66	
1967	447.55	1,541.49	
1966	304.05	765.75	
1965	294.59	750.40	
1964	204.97	536.26	
1963	191.15	513.29	
1962	140.49	326.94	

\$179,900.00

No. 70,077FORT BEND INDEPENDENT
SCHOOL DISTRICT

PLAINTIFF

VS.

KATHLEEN PATRICIA MOORE MAREK

DEFENDANT

IN THE DISTRICT COURT OF

FORT BEND COUNTY, TEXAS

240th JUDICIAL DISTRICT

VS.

STATE OF TEXAS, COUNTY OF
FORT BEND, INTERVENOR

AFFIDAVIT

FILED

DEC 4 - 1990

AT 11:05 A M.

Clerk District Court, Fort Bend Co., Tx.

STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this date personally appeared SERGIO DELGADO, known to me to be the Tax Assessor/Collector for FORT BEND INDEPENDENT SCHOOL DISTRICT and upon being duly sworn did depose and state as follows:

My name is SERGIO DELGADO. I am the duly appointed Tax Assessor/Collector for FORT BEND INDEPENDENT SCHOOL DISTRICT. All statements and testimony made within this affidavit are made within my personal knowledge and I further have the authority to make such statements on behalf of FORT BEND INDEPENDENT SCHOOL DISTRICT.

FORT BEND INDEPENDENT SCHOOL DISTRICT is a duly incorporated political subdivision within Fort Bend County, Texas, and has the authority and power to levy and collect ad valorem taxes.


All taxes due FORT BEND INDEPENDENT SCHOOL DISTRICT as reflected in Exhibit "A" attached hereto and incorporated herein for all purposes, were properly levied against the property described in said Exhibit "A" and owned by the Defendant(s). Although demand has been made upon said Defendant(s) to pay all tax, penalty and interest due FORT BEND INDEPENDENT SCHOOL DISTRICT, said Defendant(s) has refused to do so and said amounts remain delinquent and unpaid.

I do hereby certify that the information contained on Exhibit "A" attached hereto and incorporated herein, properly reflects the entries contained in the delinquent tax roll of FORT BEND INDEPENDENT SCHOOL DISTRICT with regard to the legal description of the property made the basis of this action, the tax, penalty, and interest due FORT BEND INDEPENDENT SCHOOL


Rosenman & Wiseman, P.C.
Attorneys at Law
5847 San Felipe
Suite 1550
Houston, Texas
77057-3005

Telephone 974-1212
Area Code 713

DISTRICT, and the adjudged value of the property made the basis of this suit. Each and every such entry is true and correct within my personal knowledge unto which I certify herein.


SERGIO DELGADO,
Tax Assessor/Collector for
FORT BEND INDEPENDENT SCHOOL DISTRICT

SUBSCRIBED TO and SWORN TO before me on this 1st day of
Nov., 1990.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Roseman & Wiseman, P.C.
Attorneys at Law
5847 San Felipe
Suite 1550
Houston, Texas
77057-3005

Telephone 974-1212
Area Code 713

EXHIBIT "A"
Page 1 of 2LEGAL DESCRIPTION:

Being 8.73 acres of land, more or less, located in Fort Bend County, Texas, and being more particularly described by metes and bounds in an Assignment filed in the Deed of Trust Records of Fort Bend County, Texas, in Volume 673 Page 704 and under Fort Bend County Clerk's File No. 59044, reference to such legal description therein contained made herein for all purposes, all of such property being located in Fort Bend County, Texas.

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1979	777.45	2034.01	
1978	756.72	2031.98	
1977	725.62	1998.54	
1976	522.99	1476.53	\$179,900.00

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Account # _____:

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Account #0064-00-000-2285:

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1985	331.22	508.00	
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1981	241.50	490.98	
1980	104.28	139.25	\$28,150.00

Amount due THE STATE OF TEXAS, COUNTY OF FORT BEND:
Account # _____:

<u>Tax Year</u>	<u>Base Tax</u>	<u>Total Tax & P/I due 12/90</u>	<u>Adjudged Value</u>
			\$28,150.00

FORT BEND COUNTY
DELINQUENT TAX STATEMENT

TAX ACCOUNT NO. .9070064000002300

CLARENCE D. MAREK
P.O. BOX 532
STAFFORD, TEXAS 77477

DESCRIPTION
ABSTRACT 0064, W M NEAL
ACRES 8.73
MOORES TRAILER PARK

YEARS DUE	TAX AMOUNT	PENALTIES & INTEREST	TOTAL AS OF DECEMBER 1990
1989	936.11	388.02	1,324.13
1988	829.73	458.43	1,288.16
1987	803.47	554.80	1,358.27
1986	754.54	625.14	1,379.68
1985	677.65	654.95	1,332.60
1984	610.33	674.11	1,284.44
1983	610.33	758.33	1,368.66
1982	647.55	893.94	1,541.49
1981	304.05	461.70	765.75
1980	294.59	455.81	750.40
1979	204.97	331.29	536.26
1978	191.15	322.14	513.29
1977	140.49	246.45	386.94
1976	141.80	258.54	400.34
1975	141.80	268.32	410.12
TOTAL	7,288.56	7,351.97	14,640.53

1989 APPRAISED VALUE

LAND 174,080 TOTAL 179,090
IMPROVEMENT 5,010

I hereby certify that the foregoing is a true and correct copy from the records of my office as the same appears in the delinquent tax records therein.

In testimony whereof witness my hand and seal of office this
3rd day of December, 1990.

FILED

DEC 8 - 1990

AT 11:05 A.M.

Clay H. Hines
Clark District Court, Fort Bend Co., Tx.

MARSHA P. GAINES
Tax Assessor/Collector for
the County of Fort Bend

Patsy Schults
Deputy

FORT BEND COUNTY
DELINQUENT TAX STATEMENT

TAX ACCOUNT NO. .9070064000002285

MAREK, KATHY
BOX 532
STAFFORD, TX 77477DESCRIPTION
0064 WM NEAL, ACRES 1.104

YEARS DUE	TAX AMOUNT	PENALTIES & INTEREST	TOTAL AS OF DECEMBER 1990
1989	115.41	47.83	163.24
1988	102.30	56.53	158.83
1987	90.09	62.20	152.29
1986	86.67	71.81	158.48
1985	77.83	75.22	153.05
1984	74.70	82.51	157.21
1983	74.70	92.82	167.52
1982	79.26	109.42	188.68
1980	35.48	54.90	90.38
1968	4.09	9.71	13.80
1967	10.63	25.99	36.62
TOTAL	751.16	688.94	1,440.10

1989 APPRAISED VALUE

LAND 22,080

I hereby certify that the foregoing is a true and correct copy from the records of my office as the same appears in the delinquent tax records therein.

In testimony whereof witness my hand and seal of office this
3rd day of December 1990.

FILEDMARSHA P. GAINES
Tax Assessor/Collector for
the County of Fort BendDEC 4 - 1990
AT 11:05 A.M.
Kathy Hopkins
Clerk District Court, Fort Bend Co., Tx.Potter Shuch
Deputy

ENTERED JAN 31 1998

CAUSE NO. ~~16-080.63~~ RECEIVED

THE STATE OF TEXAS:

'91 JAN 31 P12

TO Any Sheriff or any Constable Within the State of TEXAS - GREETINGS:

WHEREAS, on the 4th day of December, 1990, FORT BEND INDEPENDENT SCHOOL DISTRICT and STATE OF TEXAS, COUNTY OF FORT BEND recovered in the District Court of Fort Bend County for the 240th Judicial District of Texas, a judgment against KATHLEEN PATRICIA MOORE MAREK; FORT BEND INDEPENDENT SCHOOL DISTRICT recovered the sum of \$48,471.14, together with interest thereon at the rate of 12% per annum from the date of judgment until fully paid; STATE OF TEXAS, COUNTY OF FORT BEND recovered the sum of \$16,080.63, together with interest thereon at the rate of 12% per annum from the date of judgment until fully paid; and all costs, interest and penalties at that time accrued; AND the further sum of \$151.00 being all Court Costs; and whereas the said judgment constituted a foreclosure of the lien for taxes due the Plaintiff(s) and Intervenor(s), if any, upon the following described property and according to the schedule, to-wit:

PROPERTY DESCRIPTION CONTAINED IN
EXHIBIT "A" AND THE SAME IS INCORPORATED
HEREIN FOR ALL PURPOSES

THEREFORE, you are hereby commanded that you proceed to seize, levy upon, and advertise for sale under Execution each of said above described tracts of land and sell same to the highest bidder for cash as under Execution. That you make such sale subject to the right of the Defendant(s) to redeem that property so sold within two years from the date of said sale; and that you make to the purchaser or purchasers of said property a good and valid Deed hereto, subject to the Defendant(s)' right of redemption; and that you place the purchaser or purchasers of said property in possession thereof two years from the date of said sale. That you apply the proceeds of such sale to the payment of the judgment, interest and cost of suit, and the further costs of executing this writ; the remainder of the purchase price, if any there be, shall be paid to the Clerk of the District Court to be retained by him subject to the order of said Court, after retaining for yourself costs of sale, in accordance with Statutes of the State of Texas.

HEREIN FAIL NOT, and due return make of this Writ within 90 days from the date of issuance hereof, with your endorsement thereon showing how you executed the same.

GIVEN UNDER MY HAND and the seal of Office, at Richmond, Texas, this 5th day of JANUARY, 1991.

FILED

GLORY HOPKINS,
District Clerk, Fort Bend County

1991 MAR -7 AM 10:40

By

Deputy ANTHONY F. MUNOZ

CLERK DISTRICT COURT

EXHIBIT "A"

LEGAL DESCRIPTION:

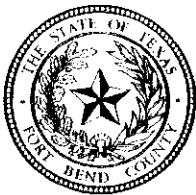
Being 1.104 acres of land, more or less, located in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "C" to an Easement Agreement filed in the Official Records of Fort Bend County, Texas, in Volume 1738, Page 520 and under Clerk's Instrument No. 8541212, reference to such legal description being made herein for all purposes as if repeated verbatim, all of such property being located in Fort Bend County, Texas.

Amount Due: \$0.00

LEGAL DESCRIPTION:

Being 3.73 acres of land, more or less, located in Fort Bend County, Texas, and being more particularly described by metes and bounds in an Assignment filed in the Deed of Trust Records of Fort Bend County, Texas, in Volume 673, Page 704 and under Fort Bend County Clerk's File No. 59044, reference to such legal description therein contained made herein for all purposes, all of such property being located in Fort Bend County, Texas.

--- THE FOLLOWING INSTRUMENTS ARE ON FILE ---



COUNTY PURCHASING AGENT

Fort Bend County, Texas

AGENDA ITEM

#19

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

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

08-25-98 A09:00 IN

August 26, 1998

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

SUBJECT: Agenda Items Commissioners Court September 1, 1998

1. Authorize advertising for bids for the following:
 - a. Furnishings for Sugar Land Library;
 - b. Roof repairs for Travis Annex;
 - c. Dump truck for Drainage;
 - d. Truck for Drainage;
2. Consider taking action on Ready Mix Cement Bid #98-062.

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

Dianne Wilson
Robert Grayless
Jim Edwards
Bud Childers

19/2

TABULATION

TERM CONTRACT FOR THE PURCHASE OF READY MIX CEMENT

BID #98-062

NO BIDS RECEIVED

PERMISSION TO RE-ADVERTISE

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

On this the 1 day of September, 1998 at a _____ Session
of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Mike A. Loe
Bill D. Shields
Jack Furstlage
W. H. Meyers
Bob Smith

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

***** APPROVED *****

Robert Grayless
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE THE
AGREEMENT BETWEEN FORT BEND COUNTY AND RICELAND
REGIONAL MENTAL HEALTH AUTHORITY**

On this the 1 day of September 1998, the Commissioners' Court of Fort Bend
County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner
Butts, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to approve
the Agreement between Fort Bend County and Riceland Regional Mental Health Authority for
mental health services. Said Agreement being incorporated herein by reference for all purposes as
though fully set forth herein word for word.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT, entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners' Court ("**County**") and **Riceland Regional Mental Health Authority ("Riceland")**.

WITNESSETH

THAT WHEREAS, on May 16, 1988, the County agreed to contribute its proportionate share of the required matching funds for Mental Health services; and

WHEREAS, the **County** has agreed to attempt to provide Riceland with **TWO HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS** (\$229,457.00) in funds to match funds provided to Riceland for mental health services; and,

WHEREAS, Riceland has established an out-patient clinic, psychiatric hospital for in-patient and day-patient services in Rosenberg, Texas, facilities in three other counties (Facilities) and contracts for additional in-patient services.

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code; and,

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

I.
FORT BEND COUNTY COMMITMENT PATIENTS

1.01 The Facilities serve a four county area, one of which shall be Fort Bend County, Texas.

1.02 Facilities and contracts are for adults and adolescent in-patient, day and out-patient psychiatric services from Fort Bend, Wharton, Matagorda and Colorado Counties.

II.
PAYMENT BY COUNTY

2.01 In exchange for the services which Riceland will provide, the County will pay to Riceland the sum of **TWO HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$229,457.00)**. This sum shall be paid in four quarterly installments of \$57,364.25 beginning on January 1, 1998, April 1, 1998, July 1, 1998 and October 1, 1998.

2.02 The County shall make its best effort to pay Riceland's invoices in a timely fashion but shall incur no liability for its failure to do so.

III.
TERM

3.01 This Agreement shall be for a term of one year beginning **January 1, 1998** and ending on **December 31, 1998**.

3.02 This Agreement may be canceled by either party by giving thirty (30) days prior, written notice. The County shall, however, receive all services for any quarterly period for which it has paid Riceland.

IV.
MISCELLANEOUS

4.01 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

4.02 In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.03 Riceland shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any or other entities with local jurisdiction.

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

4.05 Any amendment of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

V. INDEMNIFICATION

5.01 Riceland agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees, and agents, from and against any and all claims, losses, damage, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages, arising out of or resulting from the acts, errors and omissions of Riceland under this Agreement.

VI. INDEPENDENT CONTRACTOR

6.01 In the performance of work or services hereunder, Riceland shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely as employees of Riceland, or where permitted of its subcontractors.

6.02 Riceland and its employees shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below, but effective on the 1st day of January, 1998.

FORT BEND COUNTY

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

Date: 9-1-98

ATTEST

Dianne Wilson
Dianne Wilson, County Clerk

**RICELAND REGIONAL MENTAL
HEALTH AUTHORITY**

By: Charles H. Boone
Charles H. Boone, Executive Director

Date: 9/24/98

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$229,457.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless, Auditor

J. R. Hantpatrick Jr.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT, entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners' Court ("**County**") and **Riceland Regional Mental Health Authority ("Riceland")**.

WITNESSETH

THAT WHEREAS, on May 16, 1988, the County agreed to contribute its proportionate share of the required matching funds for Mental Health services; and

WHEREAS, the **County** has agreed to attempt to provide Riceland with **TWO HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS** (\$229,457.00) in funds to match funds provided to Riceland for mental health services; and,

WHEREAS, Riceland has established an out-patient clinic, psychiatric hospital for in-patient and day-patient services in Rosenberg, Texas, facilities in three other counties (Facilities) and contracts for additional in-patient services.

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code; and,

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

I.
FORT BEND COUNTY COMMITMENT PATIENTS

1.01 The Facilities serve a four county area, one of which shall be Fort Bend County, Texas.

1.02 Facilities and contracts are for adults and adolescent in-patient, day and out-patient psychiatric services from Fort Bend, Wharton, Matagorda and Colorado Counties.

II.
PAYMENT BY COUNTY

2.01 In exchange for the services which Riceland will provide, the County will pay to Riceland the sum of **TWO HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$229,457.00)**. This sum shall be paid in four quarterly installments of \$57,364.25 beginning on January 1, 1998, April 1, 1998, July 1, 1998 and October 1, 1998.

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VI. INDEPENDENT CONTRACTOR

6.01 In the performance of work or services hereunder, Riceland shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely as employees of Riceland, or where permitted of its subcontractors.

AGENDA ITEM

Addendum

2 (1)

ADDENDUM ITEM # 2 (1)

JAMES FRAND WITH THE FIRST UNITED METHODIST CHURCH IN NEEDVILLE CALLED TO ASK THAT WE PLEASE WAIVE THE FOOD PERMIT FEES FOR THE YOUTH LABOR DAY CONCERT ON SATURDAY, SEPTEMBER 5, 1998.

**JAMES FRAND
409-793-6266**

AGENDA ITEM
Addendum
#3

NEEDVILLE HARVEST FESTIVAL

AUGUST 10, 1998

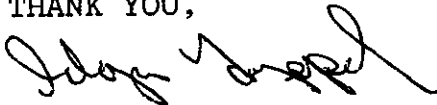
DEAR COMMISSIONER O'SHIELDS,

I AS A BOARD OF DIRECTORS MEMBER AND NEEDVILLE HARVEST FESTIVAL COMMITTEE FOR THE ARTS AND CRAFTS AND FOOD BOOTHS WOULD LIKE TO BE PUT ON THE COMMISSIONERS COURT DOCKET.

I WOULD LIKE TO ASK THE COURT IF THEY WOULD BE WILLING TO WAVE THE \$35.00 FEE FOR THE HEALTH PERMIT FOR EACH FOOD BOOTH AT THE NEEDVILLE HARVEST FESTIVAL WHICH WILL BE HELD SATURDAY, OCTOBER 17, 1998. I UNDERSTAND THAT ALL FOOD BOOTHS WILL HAVE TO ADHERE TO THE COUNTY HEALTH RULES. WE WILL ALSO SEND A COPY OF THE COUNTY HEALTH RULES WITH ALL FOOD BOOTH APPLICATIONS. THERE WILL BE APPROXMIATLY 10 BOOTHS.

IF YOU HAVE ANY QUESTIONS, FEEL FREE TO CONTACT ME.

THANK YOU,



EDGAR TOPPPEL
FOOD BOOTH CO-CHAIRMAN
NEEDVILLE HARVEST FESTIVAL
P.O. BOX 361
NEEDVILLE, TEXAS 77461
409-793-6947 (HOME)
281-263-7821 (WORK)