

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, SEPTEMBER 29, 1998
1:00 O'CLOCK P.M.

AGENDA

- 1 Call to Order
- 2 Invocation and Pledge of Allegiance by Commissioner Meyers
3. Approve minutes of meeting of September 22, 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
 - (1) Discuss and consider approving salary administration structure for 1999, 3.0% cost of living increase, and set salaries, expenses, and other allowances of elected officials
 - (2) Discuss and consider adopting 1999 Fort Bend County and Fort Bend County Drainage District budgets for filing with the County Clerk.
 - (3) Discuss and consider taking action on and setting the tax rate
 - (4) Discuss and consider authorizing the Budget Officer to send a letter of authorization to Griffin Grant Writing and Consulting, Inc to begin writing proposal for TEA-21 (the Transportation Act).
- 8 COMMISSIONER PCT 3
Discuss and consider taking action on Sheriff and Constable fees.
9. COUNTY JUDGE.
 - (1) Discuss and consider Fort Bend County's participation in the Texas Counties Storm Water Coalition.
 - (2) Discuss and consider Fort Bend County's contribution to the Region H Water Planning group in the amount of \$5,000.00
 - (3) Discuss and consider designating a representative to work with the City of Pearland in considering the creation of a Tax Increment Reinvestment Zone

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

10. **COUNTY ATTORNEY:**
Discuss and consider approving Amendment to Tax Abatement Agreements between Fort Bend County and:
 - (1) Midway FSI, Ltd., Great Western Publishing, Inc., Mutual Life Insurance Company
 - (2) Midway FSI, Ltd., Kobelco America, Inc., Principal Mutual Life Insurance Company
 - (3) Midway NEC Partners, Fiserv Solutions, Inc , Opal Partnership Limited.
11. **COMMISSIONER PCT. 1:** Discuss and consider approving Project Agreement between Fort Bend County and Kendleton I.S D for the purchase of fuel
12. **TELECOMMUNICATIONS:** Discuss and consider approving Release Agreement between Fort Bend County and AT&T for a credit in the amount of \$11,862.48

CONSENT AGENDA ITEMS 13-18:

13. **COMMUNITY DEVELOPMENT:** Consider approving the FY 1998 Grant Agreements and Funding Approvals between Fort Bend County and HUD.
14. **COMMISSIONER PCT. 4:** Consider approving plat Villages of Avalon, Section Three.
15. **CONSTABLE PCT. 2:** Consider approving Reserve Deputy Shirley D. Williams with Bond and Oath.
16. Consider approving Agreement between Fort Bend County and Fort Bend Independent School District for a community based training program.
17. **ENGINEERING:**
 - (1) Consider approving the plats for Sienna Village of Waters Lake Section 2, Sienna Steep Bank Village Section 4 and Sienna Steep Bank Village Section 3, Pct. 2.
 - (2) Consider approving the plat for Cinco Ranch Canyon gate, Section 3, Pct. 3.
 - (3) Consider approving application from Phillips Petroleum Company to conduct Seismic Program along County roads and ditches, but with no cables crossing roads and ditches, Pcts. 1,3 and 4.
18. **PARKS DEPARTMENT:** Consider accepting the revised metes and bounds description for the access road easement at Kitty Hollow Park.

-
19. 1 30 p m - Hold Public Hearing and consider taking action on the following
- (1) Partitioning of lots 241 and 242, Woods Edge Subdivision Section IA, into 3 lots, Pct. 3
 - (2) Closing a portion of Kentucky Street in the Fresno area at the request of Champion Technologies, Pct 2.
 - (3) Discussion of the 1999 Budget for Fort Bend County and Fort Bend Drainage District
20. PURCHASING.
- (1) Consider taking action on the following:
 - (a) Crack sealing machine - Bid #98-066
 - (b) Data cabling term contract - Bid #98-068.
 - (c) Ready mix cement - Bid #98-070
 - (2) Consider authorizing the purchase of computer/distance learning equipment from GTE Southwest Inc. a State of Texas Qualified Information Systems vendor. (Funding Library)
 - (3) Consider granting an exemption to the competitive bid requirements as authorized by 262.024 Texas Local Government Code for the purchase of a professional service - legal services from Magenheim, Bateman, Robinson, Wrotenbery & Helfand.
 - (4) Consider granting an exemption to the competitive bid requirements as authorized by 262 024 Texas Local Government Code for the purchase of an item available from only one source from Election Systems and Software for election equipment programming
 - (5) Consider approving interlocal agreement with City of Beasley for the purchase of goods and services.
21. Approve bills
22. Meet in Closed Session to discuss the following matters
- (1) Potential Litigation.
 - (2) Personnel Matters: Department Heads.
as authorized by TX Gov Code, Sec 551/071/074; and consider taking action in Open Session.
23. 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 4:25 AM
SEP 23 1998

Blanca Hillman
County Clerk Fort Bend Co. Texas

Mike D. Rozell
Michael D. Rozell, County Judge

Notice of meeting/agenda posted at William B. Travis Annex, Courthouse & Jane Long Annex, Richmond, Texas on Wednesday, September 23, 1998 by

Mandi J. Brownell

**ADDENDUM TO AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, SEPTEMBER 29, 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 29, 1998

- (1) COMMUNITY SUPERVISION AND CORRECTIONS. Record into the minutes the proposed FY '99 budget and give notice of the meeting on October 13, 1998 to finalize the budget

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 3 20 AM

SEP 24 1998


County Clerk Fort Bend Co. Texas


Michael D. Rozell, County Judge

Notice of meeting/agenda posted at William B Travis Annex, Courthouse & Jane Long Annex, Richmond, Texas on Thursday, September 24, 1998 by
Mandi Bronsell

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

MINUTES

BE IT REMEMBERED, That on this 29TH 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 1:07 p.m.

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

Invocation and Pledge of Allegiance by Commissioner Meyers.

3. **Approve minutes of meeting of September 22, 1998.**

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve minutes of meeting of September 22, 1998 as submitted 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.**

Commissioner Lutts recognized Steve Tennis of Smoky & the Banditos who won the champion cook-off at this year's fair.

Judge Rozell presented proclamation to recognize the following:

- Domestic Violence Month - October
- Breast Cancer Awareness Month - October
- Breast Cancer Awareness Day in Fort Bend County - October 2

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

Moved by Commissioner Lutts, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve line item transfers in budgets and funds for DISTRICT CLERK, JUVENILE DETENTION, LIBRARY and PARKS 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 Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve out-of-state travel requests for SHERIFF STAFF.

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

7. **BUDGET OFFICE:**

- (1) **Discuss and consider approving salary administration structure for 1999, 3.0% cost of living increase; and set salaries, expenses, and other allowances of elected officials.**
- (2) **Discuss and consider adopting 1999 Fort Bend County and Fort Bend County Drainage District budgets for filing with the County Clerk.**
- (3) **Discuss and consider taking action on and setting the tax rate.**

Pass on items 7(1) through 7(3).

See agenda item # 19(3).

- (4) **Discuss and consider authorizing the Budget Officer to send a letter of authorization to Griffin Grant Writing and Consulting, Inc. to begin writing proposal for TEA-21 (the Transportation Act).**

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to authorize the Budget Officer to send a letter of authorization to Griffin Grant Writing and Consulting, Inc. to begin writing proposal for TEA-21 (the Transportation Act).

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

8. **COMMISSIONER PCT. 3:**

Discuss and consider taking action on Sheriff and Constable fees.

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to adopt Sheriff and Constable fees schedule as submitted with change to cost of video tape "not to exceed \$60.00" subject to review by County Attorney's office that said fees fall within the statutory authority of Commissioners Court and subject to fees noted by "s" being fees set by state statute, which fees are listed for information purposes only.

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

9. COUNTY JUDGE:

(1) Discuss and consider Fort Bend County's participation in the Texas Counties Storm Water Coalition.

Moved by Commissioner Lutts, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Fort Bend County's participation in the Texas Counties Storm Water Coalition in the amount of \$12,000. Funds from Fees & Services.

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

(2) Discuss and consider Fort Bend County's contribution to the Region H Water Planning group in the amount of \$5,000.00.

Moved by Commissioner Lutts, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Fort Bend County's contribution to the Region H Water Planning group in the amount of \$5,000. Funds from Fees & Services.

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

(3) Discuss and consider designating a representative to work with the City of Pearland in considering the creation of a Tax Increment Reinvestment Zone.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to designate IKE WATKINS as representative to work with the City of Pearland in considering the creation of a Tax Increment Reinvestment Zone.

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

10. COUNTY ATTORNEY:

Discuss and consider approving Amendment to Tax Abatement Agreements between Fort Bend County and:

(1) Midway FSI, Ltd., Great Western Publishing, Inc., Mutual Life Insurance Company.

(2) Midway FSI, Ltd., Kobelco America, Inc., Principal Mutual Life Insurance Company.

(3) Midway NEC Partners, Fiserv Solutions, Inc., Opal Partnership Limited.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve items 10(1) through 10(3).

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

11. **COMMISSIONER PCT. 1: Discuss and consider approving Project Agreement between Fort Bend County and Kendleton I.S.D. for the purchase of fuel.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, to approve project agreement between Fort Bend County and Kendleton I.S.D. for the purchase of fuel subject to receiving signed agreement from Kendleton I.S.D.

MOTION WITHDRAWN.

12. **TELECOMMUNICATIONS: Discuss and consider approving Release Agreement between Fort Bend County and AT&T for a credit in the amount of \$11,862.48.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve release agreement between Fort Bend County and AT&T for a credit in the amount of \$11,862.48 for Telecommunications.

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

CONSENT AGENDA ITEMS 13-18:

13. **COMMUNITY DEVELOPMENT: Consider approving the FY 1998 Grant Agreements and Funding Approvals between Fort Bend County and HUD.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve the FY 1998 Grant Agreements and Funding Approvals between Fort Bend County and HUD for Community Development.

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

14. **COMMISSIONER PCT. 4: Consider approving plat Villages of Avalon, Section Three.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve plat Villages of Avalon, Section Three, Pct. 4.

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

15. **CONSTABLE PCT. 2: Consider approving Reserve Deputy Shirley D. Williams with Bond and Oath.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve Reserve Deputy Shirley D. Williams with Bond and Oath for Constable Pct. 2.

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

16. **Consider approving Agreement between Fort Bend County and Fort Bend Independent School District for a community based training program.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve agreement between Fort Bend County and Fort Bend Independent School District for a community based training program.

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

17. **ENGINEERING:**

- (1) **Consider approving the plats for Sienna Village of Waters Lake Section 2, Sienna Steep Bank Village Section 4 and Sienna Steep Bank Village Section 3, Pct. 2.**
- (2) **Consider approving the plat for Cinco Ranch Canyon gate, Section 3, Pct. 3.**
- (3) **Consider approving application from Phillips Petroleum Company to conduct Seismic Program along County roads and ditches, but with no cables crossing roads and ditches, Pcts. 1,3 and 4.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve items 17(1) and 17(3) for Engineering.

Pass on item 17(2).

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

18. **PARKS DEPARTMENT: Consider accepting the revised metes and bounds description for the access road easement at Kitty Hollow Park.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to accept the revised metes and bounds description for the access road easement at Kitty Hollow Park.

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

19. **1:30 p.m. - Hold Public Hearing and consider taking action on the following:**
(1) Partitioning of lots 241 and 242, Woods Edge Subdivision Section IA, into 3 lots, Pct. 3.

No public comments.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve partition of lots 241 and 242, Woods Edge Subdivision Section IA, into 3 lots, Pct. 3.

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

September 29, 1998

item #19 continued - 1:30 p.m. - hold public hearing and consider taking action on the following:

(2) Closing a portion of Kentucky Street in the Fresno area at the request of Champion Technologies, Pct. 2.

Public comments:

Sherie Steele, resident of Kentucky St., opposed closing Kentucky and presented three letters from other persons who oppose the closing.

Bill Mundy, resident and business owner on Kentucky Street opposed closing street.

Steve Lindley, Vice President Champion Technology, supports the closure of Kentucky Street and responded to questions from the public.

No Court action

Commissioner Prestage will work with residents on Kentucky Street and Champion Technology on the closure issue.

(3) Discussion of the 1999 Budget for Fort Bend County and Fort Bend Drainage District.

Dennis Morgan, Assistant County Attorney, recommend the court table the public hearing and re-post hearing agenda.

Milton Wright, Sheriff, requested a total of 22 new positions. Only 9 positions are included in the 1999 budget.

Moved by Judge Rozell, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to table until October 13 at 1:30 p.m., re-post hearing agenda and re-file a new proposed budget with the County Clerk.

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

20. PURCHASING:

(1) Consider taking action on the following:

(a) Crack sealing machine - Bid #98-066.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to award bid #98-066 to R B Everett & Company in the amount of \$30,485 for Road & Bridge as presented by Gilbert Jalomo, Purchasing Agent. Funds from Road & Bridge.

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

item #20 continued-Purchasing:

(1) Consider taking action on the following:

(b) Data cabling term contract - Bid #98-068.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to award bid #98-068 to Signaltron, Inc. for data cabling for Juvenile and Travis Bldg. projects in the amount of \$22,914.25 and future projects at \$35.00 per hour as presented by Gilbert Jalomo, Purchasing Agent Funds from MIS.

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

(c) Ready mix cement - Bid #98-070.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to authorize Purchasing Agent to re-advertise for bids for ready mix cement bid #98-070 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 authorizing the purchase of computer/distance learning equipment from GTE Southwest Inc. a State of Texas Qualified Information Systems vendor. (Funding: Library)

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and carried (3-1), it is ordered to authorize the purchase of computer/distance learning equipment from GTE Southwest Inc. a State of Texas Qualified Information Systems vendor as presented by Gilbert Jalomo, Purchasing Agent Funds from Library budget.

Judge Rozell	not voting	Commissioner Meyers	no
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(3) Consider granting an exemption to the competitive bid requirements as authorized by 262.024 Texas Local Government Code for the purchase of a professional service - legal services from Magenheimer, Bateman, Robinson, Wrotenbery & Helfand.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to grant an exemption to the competitive bid requirements as authorized by 262.024 Texas Local Government Code for the purchase of a professional service - legal services from Magenheimer, Bateman, Robinson, Wrotenbery & Helfand at an estimated cost of \$20,000 as presented by Gilbert Jalomo, Purchasing Agent.

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

item #20 continued-Purchasing:

(4) Consider granting an exemption to the competitive bid requirements as authorized by 262.024 Texas Local Government Code for the purchase of an item available from only one source from Election Systems and Software for election equipment programming.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to grant an exemption to the competitive bid requirements as authorized by 262.024 Texas Local Government Code for the purchase of an item available from only one source from Election Systems and Software for election equipment programming at an estimated cost of \$8,000 as presented by Gilbert Jalomo, Purchasing Agent.

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

(5) Consider approving interlocal agreement with City of Beasley for the purchase of goods and services.

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve interlocal agreement with City of Beasley for the purchase of goods and services as presented by Gilbert Jalomo, Purchasing Agent.

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

21. Approve bills.

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

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

Recess:
Recessed at 2:32 p m.

Closed Session:

Convened at 2:45 p.m.
Adjourned at 3:47 p.m.

Reconvene:

Reconvened at 3:50 p.m.

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

(1) Potential Litigation.

(2) Personnel Matters: Department Heads.

as authorized by TX Gov. Code, Sec. 551/071/074; and consider taking action in Open Session.

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to authorize Risk Management to hire two part-time employees for a short period to conduct research not to exceed \$10,000.

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

23. Addendum:

(1) COMMUNITY SUPERVISION AND CORRECTIONS: Record into the minutes the proposed FY '99 budget and give notice of the meeting on October 13, 1998 to finalize the budget.

Enter into record the proposed FY '99 budget and give notice of the meeting on October 13, 1998 to finalize the budget for Community Supervision and Corrections.

24. Adjournment.

Commissioners Court adjourned at 3:53 p m. on Tuesday, September 29, 1998

FORT BEND COUNTY COMMISSIONERS COURT

Public Participation Form

3-MINUTE TIME LIMIT

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

NAME: Bruce Frazier

HOME ADDRESS: 1518 Brooks

HOME TELEPHONE: 281 341-7822

PLACE OF EMPLOYMENT Friendship Assembly of God

EMPLOYMENT TELEPHONE: 281 - 238 - 0334

Do you represent any particular group or organization? No

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

Which agenda item (or items) do you wish to address? 19

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

Signature Bruce Frazier

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

FORT BEND COUNTY COMMISSIONERS COURT

Public Participation Form

3-MINUTE TIME LIMIT

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

NAME: Shirley Steele

HOME ADDRESS. PO Box 1358
Fresno, TX 77545

HOME TELEPHONE. 281 431 0650

PLACE OF EMPLOYMENT. —

EMPLOYMENT TELEPHONE —

Do you represent any particular group or organization? NO

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

—

Which agenda item (or items) do you wish to address? 19 - # (2)

—

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

Signature Shirley Steele

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

FORT BEND COUNTY COMMISSIONERS COURT

Public Participation Form

3-MINUTE TIME LIMIT

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

NAME BILL MUNDY
HOME ADDRESS 2807 KENTUCKY
FRESNO, TX.
HOME TELEPHONE 281-431-0505
PLACE OF EMPLOYMENT SAME
EMPLOYMENT TELEPHONE 281-431-0505

Do you represent any particular group or organization? _____

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

Which agenda item (or items) do you wish to address? CLOSING OF
KENTUCKY ST. FRESNO, TX.

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

Signature Bill Mundy

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



Shelter - Outreach - Solutions
Fort Bend County Women's Center, Inc.

#4

Kent

11

September 15, 1998

Mr. Michael D. Rozell
301 Jackson Street
Richmond, TX 77469

Honorable Judge Rozell

In our day-to-day work, we often engage many "outside" people in conversations about the dynamics of battering relationships, the obstacles that battered women and their children face, the legal remedies available. We know that these conversations are important because they help break down some of the myths surrounding issues of domestic violence and the subsequent revictimization of battered women and they pave the way for extended community support. How many times do we wish we could reach so many more people with our message? We wish we could be invited to every classroom, every church, every law enforcement academy, every hospital to provide this much-needed information to those who come into daily contact with battered women and their children.

October is Domestic Violence Awareness Month and Fort Bend County Women's Center would like your support by granting permission to hold the Press Conference and Candlelight Vigil on the Courthouse steps. We would also like you to recognize October as Domestic Violence Awareness Month in Commissioner's Court and your presence and a few words at the Vigil.

Domestic Violence hurts everyone, please help us "Break the Cycle of Violence" by educating the general public and all area service providers on the issues surrounding Family Violence. If you have questions regarding this, please call me at (281)342-0251. Thank you for your support of the Fort Bend County Women's Center.

Sincerely,

Ernestine G. Ware

Director of Volunteers and Public Relations



#4

September 10, 1998

The Honorable Michael D. Rozell
301 Jackson, Ste. 719
Richmond, Texas 77469

Dear Judge Rozell:

This year marks the 23rd National Breast Cancer Awareness Month and Friday, October 2, 1998 will be designated as Breast Cancer Awareness Day in Texas. To increase the awareness and early detection of breast cancer, the Texas Department of Health Breast and Cervical Cancer Control Program and the American Cancer Society are asking for countywide participation in the Breast Cancer Awareness Day activities.

To carry out activities across the state, The University of Texas Medical Branch Department of Ob/Gyn is requesting your support by making an official proclamation on Tuesday, September 29, 1998 as Breast Cancer Awareness Day. We would also like your participation by accepting a pink wreath presented to you by a UTMB Regional Maternal and Child Health Center representative in honor of Breast Cancer Awareness Month. This pink wreath would be displayed on the front door of the county courthouse for the month of October to publicize breast cancer awareness and screening.

I have attached a draft agenda for the day for your information along with the official proclamation draft from Texas Department of Health. Please feel free to call me at (409) 772-6720 if you have any questions about the activities for the day and to notify our office of your participation. I look forward to working with you on the 1998 Wreath Project

Sincerely,

Jill Termini
Community Outreach Coordinator

Attachments

Cc. Katherine Golden Beck
Jan Billups

The Wreath Project 1998
Tuesday, September 29, 1998

1:00 p.m. Official Proclamation by county official

1:05 p.m. Presentation of Pink Wreath to county official*

* The wreath will hang on the front door of the county courthouse for the month of October or inside the courthouse on an easel.

PROCLAMATION

(DRAFT - for 1998, to be finalized or revised by each county)

- 1 Ask that October 2nd be declared _____ County Breast Cancer Awareness Day (or month)
2. Be clear on what you are requesting and who is requesting it
- 3 Make follow-up calls one week after making the request
4. Publicize/mention the proclamation in all publicity

Proclamation for Breast Cancer Awareness Day and Month

In 1998, an estimated 11,300 Texas women will be diagnosed with breast cancer, and about 2,800 women will die of the disease. Nationally, breast cancer is the most common form of cancer in women.

Research shows that breast cancer mortality could be reduced by at least 30 percent if women followed recommended breast cancer screening guidelines.

All women have a chance of developing breast cancer. Women 50 or older are the most likely to develop breast cancer. The American Cancer Society recommends that women 40 or older get a yearly mammogram and breast exam. Getting a mammogram and breast exam only once is not enough.

In recognition of the important lifesaving early detection practices available for breast cancer, We, the (I, _____) County Commissioner(s) of _____ County, do hereby proclaim October 1998 as *Breast Cancer Awareness Month* and October 2nd as _____ *County Breast Cancer Awareness Day*. We/I urge all _____ County women to become aware that they are at risk and to discuss a screening program with their health care providers, I urge all other _____ County citizens to encourage a woman they love to do so.

RESOLUTION

WHEREAS, the United States Environmental Protection agency has proposed Phase II Storm Water Discharge Regulations and the proposed regulations have been published in the Federal Register; and

WHEREAS, during the public comment period which ended April 9, 1998, the Texas Association of Counties submitted comments to the EPA opposing the adoption of the proposed regulations; and

WHEREAS, the proposed regulation, if adopted in current form, will have enormous economic consequences for many counties and require local governments to conduct the proposed federal regulatory program; and

WHEREAS, the 38 counties automatically designated in the proposed rules will be required to obtain permits for storm water discharges from "small municipal storm sewer systems", also known as MS4's; and

WHEREAS, in these 38 counties a drainage ditch in the county right-of-way will be considered an MS4 and therefore the county will be required to develop and enforce the storm water management program; and

WHEREAS, every county in the State of Texas which engages in construction activities of at least one acre (such as clearing, grading and excavating) will be required to obtain permits for discharges from such sites; and

WHEREAS, Texas counties lack the authority to enact ordinances and implement all of the regulatory requirements that Phase II requires; and

WHEREAS, a Texas County Storm Water Phase II Coalition has been formed to provide an organized county initiative in opposition to the proposed rules; and

WHEREAS, the Coalition will work with State and Federal leaders to make Phase II a more workable and affordable program for counties to implement; and

WHEREAS, the Coalition will be solely funded by counties who wish to participate in the efforts of this Coalition; and

WHEREAS, the Texas Association of Counties will serve as the facilitator in this project and will collect and deposit all county contributions into the Coalition fund; and

WHEREAS, all expenditures from this fund will be authorized and approved by the Coalition Public Official's Steering Committee, which will be comprised of county officials.


NOW, THEREFORE, BE IT RESOLVED, that Fort Bend County opposes the adoption and implementation of the EPA's Phase II Storm Water Discharge Regulations as proposed; and

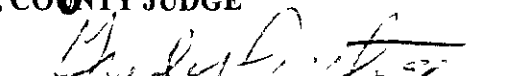
BE IT FURTHER RESOLVED, the Fort Bend County supports the efforts of the Texas County Storm Water Phase II Coalition; and

BE IT FINALLY RESOLVED, that Fort Bend County agrees to a financial contribution to the Texas Association of Counties of \$12,000.00 to support the efforts of the Coalition.

APPROVED THIS THE 29th DAY OF SEPTEMBER, 1998.


MICHAEL D. ROZELL, COUNTY JUDGE


COMMISSIONER O'SHIELES, PCT. 1


COMMISSIONER PRESTAGE, PCT. 2


COMMISSIONER MEYERS, PCT. 3


COMMISSIONER LUTTS, PCT. 4

AGENDA ITEM

98-09-22 P03 43 IN

MEMORANDUM

DATE: September 22, 1998
TO: County Judge, Mike Rozell
FROM: Glory Hopkins, District Clerk
RE: Funds for Publications
CC: County Attorney, Budget Officer, County Auditor, and
County Commissioners

b.H.

Consider and approve funding 4010, Fees and Services, in the amount of \$5,400 00 to cover cost of citations by publication through 12-31-98

Approximate cost is estimated at \$1,800 00 per month

Funding from ^{*fees & Svc*} Contingency Funds *Non Departmental.*

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

On this the _____ day of _____, 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-writ,

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 DISTRICT CLERK Department # 004

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
FEES & SERVICES	004-4010	5,400.00
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL TRANSFERRED TO \$ 5,400.00

TRANSFER FROM:		
CONTINGENCY	⁴⁰¹⁰ 010045045040	5,400.00
<u>045- Fees & Services</u>	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL TRANSFERRED FROM \$ 5,400.00

EXPLANATION COST TO COVER FEES FOR CITATIONS BY PUBLICATION THROUGH
DECEMBER 31, 1998

Department Head D. Hopkins Date 9-22-98

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 1998

On this the 29th day of September 1998 the Commissioners' Court, with the following members being present

#5

Mike D Rozell - County Judge
R L O Shiefes - 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 Juvenile Detention Department # 009

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Medical Services/Medicines</u>	<u>010-009-0090-2050</u>	<u>2,000.00</u>
<u>Groceries</u>	<u>010-009-0090-2030</u>	<u>10,000.00</u>
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO \$		<u>12,000.00</u>

TRANSFER FROM:

<u>Office Supplies</u>	<u>010-009-0090-1062</u>	<u>2,000.00</u>
<u>Salaries and Labor</u>	<u>010-009-0090-0200</u>	<u>10,000.00</u>
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM \$		<u>12,000.00</u>

EXPLANATION Due to the increased number of juveniles being detained, the
Medical Services/Medicines line item (009-2050) and Groceries line item
(009-2030) have been exhausted for FY'98. Therefore, a transfer of funds
is requested.

Department Head A. Kinney Garcia Date 9/21/98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY _____
Mike D Rozell, County Judge

98-09-22 P03 07 IN

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

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

The following transfers to said budget are hereby authorized

Department Name	LIBRARY	Department #	030
-----------------	---------	--------------	-----

LINE-ITEM NAME	NUMBER	AMOUNT
OFFICE SUPPLIES	010-030-0300-1062	\$ 1,000.00
MATERIALS & SUPPLIES	010-030-0300-3000	4,000.00
	TOTAL TRANSFERRED TO	\$ 5,000.00
TRANSFER FROM:		
OTHER RENTALS	010-030-0300-3020	\$ 5,000.00
	TOTAL TRANSFERRED FROM	\$ 5,000.00

EXPLANATION	<u>Transfers needed for supplies and processing of books.</u>
-------------	---

Department Head RSB Lechew Date 9/21/98

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 1998

On this the 29th 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

98-09-22 P03 06 IN

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized

Department Name PARKS Department # 070

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
RENTALS	010-070-0700-3020	\$ 2500.00
REPAIRS & PARTS	010-070-0700-7007	7500.00
UNIFORMS	010-070-0700-4011	500.00
PROPERTY/EQUIPMENT	010-070-0700-1010	17,000.00
TOTAL TRANSFERRED TO, \$		\$27,500.00

TRANSFER FROM:

TEMPORARY OR PART TIME	010-070-0700-0201	\$12,000.00
PERMANENT IMPROVEMENT	010-070-0700-1070	15,500.00
TOTAL TRANSFERRED FROM \$		\$27,500.00

EXPLANATION To make purchases for Park equipment, Sheriff uniforms,
and purchase paper goods and liners for all Park sites before the
1999 price increase.

Department Head

De Wayne D. Davis

Date September 17, 1998

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY

Mike D Rozell, County Judge

16

**FORT BEND COUNTY
TRAVEL AUTHORIZATION**

TO: COMMISSIONERS COURT

09-28-98 411 54 IN

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

Keith Pikett

DATE OF DEPARTURE September 29, 1998

DATE OF RETURN October 4, 1998

DESTINATION: Burlington, Kansas

PURPOSE OF TRIP K-9 Training Seminar, Coffey County Sheriff's Department

MODE OF TRANSPORTATION Personal vehicle

FUNDING SOURCE 010 027 0270 4014

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

DATE September 28, 1998


Signature

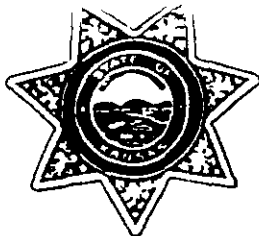
APPROVED COMMISSIONERS COURT: Presiding Official



Date 9-29-98

(Emergency Approval _____ Date _____)

605 NEOSHO ST PO BOX 226
BURLINGTON KANSAS 66839
PHONE (316) 364-2123
FAX (316) 364-5758
IN KANSAS TOLL FREE (800) 362-0638



RANDY L. ROGERS
SHERIFF
KENNETH RONEY, UNDERSHERIFF
JOHN LIDDELL, CHIEF DEPUTY

LAW ENFORCEMENT BEYOND 2000

Certificate Name Keith Pikett & K-9 Columbo

Mailing Address 5716 W Airport Blvd Houston, TX 77035

Phone Number

FAX

eMail

Agency Name Fort Bend TX SO

☐ Work ☒ Home

☐ Work ☒ Home

☐ Work ☒ Home

Seminar Synopsis

Registration will begin at 8 00 A.M.-8:45 A.M. at the National Guard Armory 605 Garrettson

Credit Hours · 32

Lead Instructor Glenn Rimbey

Sponsored by · TNC Dogs

Hosted by · Coffey County Sheriff's Office

Registration September 1st, 1998

Cost of Seminar prior \$75.00

Cost after \$125 00

This Seminar will be Thirty-two hours of Credit and will be ninety-nine percent field work including scenarios on Homicide, Attempted Rape, Burglary, Bank Robbery, Kidnaping, and a Jail break (which turns into a cross country chase, with a helicopter). The course will also cover dry land and water recovery of cadavers with training both in the water and working from boats. We will also get into line-ups, hard surface trailing, working contaminated scenes, and some night work for those who want it. Patrol and Narcotics work will be separate.

Several trails will be set prior to the seminar for those who would like to work them. ATVs and horses will be on hand for use in trail laying and scenarios. We are planning a supervised fire to work an arson scene, which will also contain cadaver material to see if there is enough scent after the fire for a line up of potential suspects to make an I.D.

Question and Answer times will be set for every evening, or during the lunch hour. Lunch will be provided with your registration as well as coffee and rolls in the mornings. Free bunks at the Armory include showers and there is free camping with showers at John Redmond Reservoir.

Please look over your personal information at the top to see if what we have is correct as this will be used on your I.D. Badges and Certificates. If you haven't paid in advance, be sure you have full payment available at seminar sign-in.

We are looking forward to this our Second K-9 Seminar Hosted by the Coffey County Sheriff's Office. If you have any questions or we can be of any other assistance please feel free to contact us at TNC Dogs Marlene Aurand 785-488-3979 or Coffey County Sheriff's Office 316-364-2123.

K-9

TRAINING SEMINAR
COFFEY COUNTY SHERIFF
BURLINGTON, KANSAS
OCTOBER 12 & 13, 1998



K-9¹¹

**EMERGENCY
RESPONSE
TEAMS**

"WHOOO WE TRUST"

Budget Office
Fort Bend County, Texas

James W Edwards
Budget Officer

7(+)
(281) 344-3937
Fax (281) 344-3954

MEMORANDUM

Date: September 23, 1998
To: Mandi Bronsell
From: Jim Edwards *JE*
Subject: TEA-21 Grant Proposal

Please put on the agenda for September 29, 1998 to authorize the Budget Officer to send a letter of authorization to GGW&C, Inc to begin writing a grant proposal for TEA-21, (the Transportation Act) The specific grant is for the Transportation and Community and System Preservation Pilot Program The program may allow the county to fund some of its innovative mobility projects



Budget Office
Fort Bend County, Texas

James W Edwards
Budget Officer

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

September 29, 1998

John A Griffin
President
GGW&C, Inc.
655 Redwood Highway, Suite 241
Mill Valley, CA 94941

Mr Griffin

This letter is to authorize GGW&C, Inc to begin to write a grant proposal for the Transportation and Community and System Preservation Pilot Program under the Transportation Equity Act for the 21st Century (TEA-21 –TCSP), under the terms and conditions of our contract

Sincerely,

James Edwards
Budget Officer

Fort Bend County		
Sheriff's & Constable's Fees		
	Current	Private
	Proposal	Service
Justice of the Peace Courts		
Citation	\$60	Yes
Citation Scire Facias	\$60	Yes
Distress Warrant	\$60	
Forcible Entry and Detainer	\$60	
Injunction	\$60	
Notice	\$60	Yes
Supoena - Civil	\$60	Yes
Subpoena Duces Tecum - Civil	\$60	Yes
Order of Sale	\$60	
Temporary Restraining Order	\$60	Yes
Writ of Attachment	\$60	
Writ of Execution	\$60	
Writ of Garnishment	\$60	
Writ of Habeas Corpus	\$60	
Writ of Restitution	\$60	
Writ of Sequestration	\$60	
Levy	\$60	
Deeds	\$60	
Notice of Sale	\$60	
Levy, Deed, and Notice Package	\$60	
Small Claim	\$60	
County and District Courts		
Citation	\$60	Yes
Distress Warrant	\$60	
Forcible Entry and Detainer	\$60	
Injunction	\$60	
Notice	\$60	Yes
Notice of Trustee Sale	\$60	
Notice to take Deposition	\$60	Yes
Order	\$60	
Order of Sale	\$60	
Precept to Serve	\$60	Yes
Supoena - Civil	\$60	Yes
Subpoena Duces Tecum - Civil	\$60	Yes
Summons	\$60	Yes
Tax Warrant	\$60	
Temporary Protective Order	\$60	
(If Filed under Family Law Ch, 71)	\$0	
Writ of Attachment (person)	\$60	
Writ of Attachment (property)	\$60	
Writ of Execution	\$60	
Writ of Garnishment	\$60	
Writ of Habeas Corpus	\$60	
Writ of Possession	\$60	
Writ of Re-Entry	\$60	
Writ of Restitution	\$60	
Writ of Sequestration	\$60	
Writ of Certiorari	\$60	
Writ of Commitment - Civil	\$60	
Writ of Mandamus	\$60	
Writ of Venditioni Exponas	\$60	
Mental/Alcohol/Drug Commitment	\$60	
Show Cause Notice Order	\$60	Yes
Levy	\$60	
Deeds	\$60	
Notice of Sale	\$60	
Levy, Deed, & Notice Package	\$60	

Fort Bend County		
Sheriff's & Constable's Fees		
	Current	Private
	Proposal	Service
Miscellaneous Fees		
Insurance Reports	\$10	
Video Tape Copy	Not to Exceed \$60	
Video Print Picture (each)	\$4	
35mm Picture (each)	\$4	
Process by Certified Mail (plus mail charge)	\$20	
Fingerprinting	\$15	
Copy of Capias (per page)	\$4	
Individual Records Check	\$20	
Local Background Check Letters	\$10	
Offense Reports	\$10	
Accident Reports	\$10	
Civil Subpoena of Records	\$1 50/page	
Copy of Open Records File	\$1 50/page	
Brady Bill Research	\$10	
Other Civil Service Fees:		
For Any Writ, Order of Sale, Vendition		
Exponas served (to and from) which exceeds two (2) hours, an additional fee	\$45/hr	
(Plus milage at Fed IRS Rate Per Mile)		
For any Mental/Alcohol/Drug Commitment transportation to and from a private institution which exceeds two (2) hours an additional fee	\$45/hr	
(Plus milage at Fed. IRS Rate Per Mile)		
If ordered by the court to transport to court of jurisdiction (including return trip), a fee of	\$45/hr.	
(Plus milage at Fed IRS Rate Per Mile and meals & overnight lodging cost if necessary)		
In all cases coming from other counties or other states, the Sheriff shall not execute any process until all anticipated costs involved in such process are paid as authorized under Rule 126, costs of T.R.C.P Order of Sale, Vendition Exponas, Writ of Execution		
Commission on amounts up to \$5,000.00	10%	
Commission on amounts over \$5,000 00	6%	
(Minimum Commission - \$50 00)		
For Posting written notice in public places, as may be required by law, a fee for each location	\$30	
For taking and approving of Prisoner Release Bonds, including Personal Appearance Bonds, as may be required by law and all other Bonds authorized by statute and returning same to the courts, a fee of	\$20	
Capias arising from Civil Case	\$50	
Affidavits of Service	\$20	
Out-of-County Service (to and from)	\$45/hr	
(Plus milage at Fed IRS Rate Per Mile and meals & overnight lodging cost if necessary)		

Fort Bend County		
Sheriff's & Constable's Fees		
	Current	Private
	Proposal	Service
Vehicle Storage Fee	\$20/day	
Releasing Impounded, Inventoried Vehicles	\$50	
Criminal Service Fees by Peace Officer Per Code of Criminal Procedure Art. 102.011		
Arrest Warrant or Capias	\$35	s
Criminal Subpoena (plus 29¢ per mile)	\$5	s
Service of Writ not otherwise listed in Article	\$35	s
Taking and Approving a Bond	\$10	s
Commitment or Release	\$5	s
Summoning a Jury	\$5	s
For each day's attendance of a prisoner in a habeas corpus case if the prisoner has been remanded to custody or held to bail	\$8/day	s
For officer attaching a witness on order of court outside county (plus actual expenses of travel)	\$10/day	s
Law Enforcement Estray Program		
Impoundments. Large (cattle, horses, etc) 1st Animal	\$80	
Each additional Animal	\$50	
Impoundments: Small (sheep, goats, etc.) 1st Animal	\$50	
Each additional Animal	\$30	
Boarding & Feeding: Large (cattle, horses, etc)	\$12/day	
Small (sheep, goats, etc)	\$9/day	
Delivery Charge 1st Animal	\$75	
Each Additional Animal	\$40	
Livestock Penned on Site After penning animals 5 times within 3 months, a		
Fee for 1st Hour of:	\$75	
Each Additional Hour	\$50	
s = fee set by state statute		



GLORY HOPKINS
DISTRICT CLERK
Fort Bend County, Texas

September 18, 1998

To: Members of Commissioners Court
From: District Clerk Glory Hopkins
Re: Proposed Fee Increases

I have reviewed Commissioner Meyers' proposal for raising fees for 1999. If you conclude that a fee increase is necessary, please consider a raise of 10%. I believe that user fees should be reasonable, otherwise they become an onerous burden to the public.

Included in Commissioner Meyers' proposal is the raising of fees that are set by the Code of Criminal Procurement Art. 102.011. I do not believe that the county can change these fees.

Thank you for your consideration.


Glory Hopkins
District Clerk

cc County Attorney Bud Childers
Fort Bend County Constables
Sheriff Milton Wright
County Clerk Dianne Wilson

301 Jackson Street
Richmond, TX 77469
Phone (281) 341-4514
FAX (281) 341-4561



FORT BEND COUNTY CLERK

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

DIANNE WILSON
COUNTY CLERK

TO: COMMISSIONERS COURT
FROM: DIANNE WILSON, COUNTY CLERK *D Wilson*
DATE: SEPTEMBER 18, 1998
RE: SEPTEMBER 22 AGENDA ITEM #9

I am opposed to increasing the Sheriff and Constable fees for 1999.

Several of the fee increases recommended by Commissioner Meyers are set by state statutes -- not by Commissioners Court.

xc: Board of Judges
County Attorney
Constables
District Clerk
District Attorney
JP's
County Auditor
Budget Officer

MEMO

TO County Attorney Childers, Judge Rozell, Commissioners O'Shieles, Prestage,
Lutts, Budget Officer Edwards, Auditor Grayless

FROM. Andy Meyers,

DATE. 08/25/98

SUBJECT: Collecting Fines and Fees

The County Auditor presented the Court "Monthly Unaudited Financial Report as of July, 1998".

This report showed that actual "Fines and Fees" revenue year-to-date were only 63% of Budget.

A comparison of Fort Bend to other counties show that our non-tax revenue as a percent of total revenue is less than that of the other counties. Either Fort Bend does not levy enough fines, charge enough fees, collect sufficient percentage of both or its expenditures are disproportionately greater than the other counties or a combination of all of the foregoing.

I firmly believe we can improve on collecting EMS fees as well as some fines with an aggressive approach.

I suggest we consider creating a "collections department" within the County Attorney's office to aggressively bill and/or collect all fines and fees the county is entitled to.

We probably do so with a "paralegal".

Any thoughts?

MEMO

TO Judge Rozell, Commissioners O'Shieles, Prestage, Lutts, Budget Officer
Edwards, Auditor Grayless

FROM: Andy Meyers,

DATE: 08/25/98

SUBJECT: Proposed Sheriff's & Constable's Fees

I sent each of you two schedules of fees on 04/17/98, one was the county's current fees and the other was proposed fees. I met and reviewed these fees with the Sheriff and 4 Constables.

The Constables objected to the amount of increase I proposed. They expressed concern that a private service could undercut the county and take some of the service of legal documents business away from the county thereby reducing the county's revenue.

They proposed an increase to \$60 for all service

After reviewing fees by other counties and identifying what a private service firm could execute, I modified the proposed fees.

Attached is a schedule of my current proposal. The schedule also identifies services by private service firms (Yes).

I believe the new proposed fees are a reasonable compromise and suggest we adopt the "Current Proposal" fee schedule

Sheriff's & Constables' Fees	
	Current
Notices	
Subpoenas	\$50
Summons	\$50
Writ of Attachment	\$50
Writ of Sequestration	\$50
Writ of Possession	\$50
Forcible Detainer	\$50
Orders of Sale	\$50
Service Fees:	
Small Claims Citation	\$50
Justice Court Citation	\$50
All other Courts' Citations	\$50
Other Services	
Capias (Civil)	\$50
Citation (Posting, personal service and published)	\$50
Notices (personal service & posted)	\$50
Precepts	\$50
Show Cause	\$50
Summons and Complaint	\$50
Temporary Restraining Order	\$50
Writs Certiorari	\$50
Distress Warrant	\$50
Execution	\$50
Habeas Corpus	\$50

	Previous Proposal	Current Proposal	Private Service
Justice of the Peace Courts			
Citation	\$65	\$60	Yes
Citation Scire Facias	\$65	\$60	Yes
Distress Warrant	\$75	\$60	
Forcible Entry and Detainer	\$70	\$60	
Injunction	\$65	\$60	
Notice	\$65	\$60	Yes
Subpoena - Civil	\$65	\$60	Yes
Subpoena Duces Tecum - Civil	\$65	\$60	Yes
Order of Sale	\$200	\$60	
Temporary Restraining Order	\$75	\$75	Yes
Writ of Attachment	\$70	\$75	
Writ of Execution	\$200	\$100	
Writ of Garnishment	\$70	\$75	
Writ of Habeas Corpus	\$70	\$75	
Writ of Restitution	\$70	\$75	
Writ of Sequestration	\$70	\$75	
Levy	\$20	\$20	
Deeds	\$30	\$30	
Notice of Sale	\$40	\$40	
Levy, Deed, and Notice Package	\$60	\$60	
Small Claim	\$50	\$50	
County and District Courts			
Citation	\$65	\$60	Yes
Distress Warrant	\$75	\$60	
Forcible Entry and Detainer	\$70	\$60	
Injunction	\$65	\$60	
Notice	\$65	\$60	Yes
Notice of Trustee Sale	\$30	\$30	
Notice to take Deposition	\$85	\$60	Yes
Order	\$65	\$60	
Order of Sale	\$200	\$60	
Precept to Serve	\$65	\$60	Yes
Subpoena - Civil	\$65	\$60	Yes
Subpoena Duces Tecum - Civil	\$65	\$60	Yes
Summons	\$65	\$60	Yes
Tax Warrant	\$200	\$100	
Sheriff's Warrant Fee	\$50	\$50	
Temporary Protective Order	\$75	\$75	
(If Filed under Family Law Ch. 71)	\$0	\$0	
Writ of Attachment (person)	\$75	\$75	
Writ of Attachment (property)	\$200	\$100	
Writ of Execution	\$200	\$100	
Writ of Garnishment	\$70	\$75	
Writ of Habeas Corpus	\$200	\$100	
Writ of Possession	\$200	\$100	
Writ of Re-Entry	\$70	\$75	
Writ of Restitution	\$200	\$100	
Writ of Sequestration	\$200	\$100	
Writ of Certiorari	\$75	\$75	
Writ of Commitment - Civil	\$70	\$75	
Writ of Mandamus	\$70	\$75	
Writ of Venditioni Exponas	\$200	\$100	
Mental/Alcohol/Drug Commitment	\$70	\$60	
Show Cause Notice Order	\$70	\$60	Yes
Levy	\$20	\$20	
Deeds	\$25	\$25	
Notice of Sale	\$50	\$50	
Levy, Deed, & Notice Package	\$75	\$75	

	Previous Proposal	Current Proposal	Private Service
Miscellaneous Fees			
Insurance Reports	\$10	\$10	
Video Tape Copy	\$60	\$60	
Video Print Picture (each)	\$4	\$4	
35mm Picture (each)	\$4	\$4	
Process by Certified Mail (plus mail charge)	\$20	\$20	
Fingerprinting	\$15	\$15	
Copy of Capias (per page)	\$4	\$4	
Individual Records Check	\$20	\$20	
Local Background Check Letters	\$10	\$10	
Offense Reports	\$10	\$10	
Accident Reports	\$10	\$10	
Civil Subpoena of Records	\$1.50/page	\$1.50/page	
Copy of Open Records File	\$1.50/page	\$1.50/page	
Brady Bill Research	\$10	\$10	
Other Civil Service Fees:			
For Any Writ, Order of Sale, Vendition			
Exponas served (to and from) which exceeds two (2) hours, an additional fee	\$45/hr	\$45/hr	
(Plus mileage at Fed. IRS Rate Per Mile)			
For any Mental/Alcohol/Drug Commit- ment transportation to and from a private Institution which exceeds two (2) hours an additional fee:	\$45/hr.	\$45/hr.	
(Plus mileage at Fed. IRS Rate Per Mile)			
If ordered by the court to transport to court of jurisdiction (including return trip), a fee of	\$45/hr.	\$45/hr.	
(Plus mileage at Fed. IRS Rate Per Mile and meals & overnight lodging cost if necessary)			
In all cases coming from other counties or other states, the Sheriff shall not execute any process until all anticipated costs involved in such process are paid as authorized under Rule 126, costs of T.R.C.P. Order of Sale, Vendition Exponas, Writ of Execution.			
Commission on amounts up to \$5,000 00	10%	10%	
Commission on amounts over \$5,000 00	8%	6%	
(Minimum Commission - \$150 00)			
For Posting written notice in public places, as may be required by law, a fee for each location	\$30	\$30	
For taking and approving of Prisoner Release Bonds, including Personal Appearance Bonds, as may be required by law and all other Bonds authorized by statute and returning same to the courts, a fee of	\$20	\$20	
Capias arising from Civil Case	\$50	\$50	
Affidavits of Service	\$20	\$20	
Out-of-County Service (to and from) (Plus mileage at Fed. IRS Rate Per Mile and meals & overnight lodging cost if necessary)	\$45/hr.	\$45/hr.	
Vehicle Storage Fee	\$20/day	\$20/day	
Releasing Impounded, Inventoried Vehicles	\$50	\$50	

	Previous Proposal	Current Proposal	Private Service
Criminal Service Fees Per Code of Criminal Procurement Art. 102.011			
Arrest Warrant	\$50	\$50	
Criminal Subpoena (Plus mileage at Fed. IRS Rate Per Mile)	\$20	\$20	
Service of Writ not otherwise listed in Article	\$50	\$50	
Taking and Approving a Bond	\$20	\$20	
Commitment or Release	\$20	\$20	
Summoning a Jury	\$20	\$20	
For each day's attendance of a prisoner in a habeas corpus case if the prisoner has been remanded to custody or held to bail	\$20/day	\$20/day	
Law Enforcement Estray Program			
Impoundments: Large (cattle, horses, etc.) 1st Animal	\$80	\$80	
Each additional Animal	\$50	\$50	
Impoundments: Small (sheep, goats, etc.) 1st Animal	\$50	\$50	
Each additional Animal	\$30	\$30	
Boarding & Feeding Large (cattle, horses, etc.)	\$12/day	\$12/day	
Small (sheep, goats, etc.)	\$9/day	\$9/day	
Delivery Charge: 1st Animal	\$75	\$75	
Each Additional Animal	\$40	\$40	
Livestock Carcass Removal: Rendering Fee	\$75	\$75	
Burial Fee	\$55	\$55	
Livestock Penned on Site: After penning animals 5 times within 3 months, a			
Fee for 1st Hour of.	\$75	\$75	
Each Additional Hou	\$50	\$50	

STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER SETTING FEES FOR VARIOUS COUNTY DEPARTMENTS

BE IT REMEMBERED that at a regular meeting of the Commissioners Court of Fort Bend County, Texas, held on the 27th day of September, 1994, on a motion made by Commissioner Prestage and Seconded by Commissioner O'Shieles, the following order was adopted

WHEREAS, Section 118.131, Local Government Code, authorizes the Commissioners Court of each County to set reasonable fees to be charged for certain services by the office of Sheriff, Constables, County Clerk, District Clerk and Justice Courts.

WHEREAS, the Commissioners Court is of the opinion that the following fees are reasonable and should be established for this service in Fort Bend County

Capias (civil)	\$ 50.00
Citation (posting, personal service & published)	\$ 50 00
Deposition of Subpoena	\$ 50 00
Forcible Detainer	\$ 50.00
Justice Court Citation	\$ 50.00
Notices (personal service & posted)	\$ 50.00
Precepts	\$ 50 00
Show Cause	\$ 50.00
Small Claim Citations	\$ 50 00
Subpoena	\$ 50 00
Summons	\$ 50 00
Summons & Complaint	\$ 50 00
Temporary Restraining Order	\$ 50.00


Writs

Attachment	\$ 50 00
Certiorari	\$ 50 00
Distress Warrant	\$ 50 00
Execution Order of Sale	\$ 50 00
Execution	\$ 50.00
Garnishment	\$ 50 00
Habeas Corpus	\$ 50.00

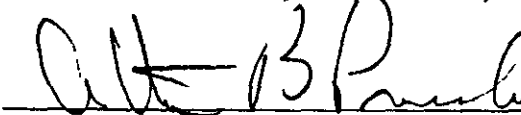
Injunction	\$ 50.00
Possession	\$ 50.00
Scire Facias	\$ 50.00
Sequestration	\$ 50.00
Delivery/Replevy Bond	\$ 20.00
Law Library	\$ 20.00
Mental Commitment Order (not to exceed)	\$175.00
Trustee Sale	\$ 20.00

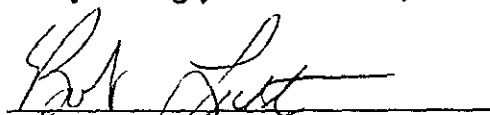
IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the fees as prescribed above are hereby set by this Commissioners Court effective January 1, 1995 and remain in effect until further orders of this Court


IT IS FURTHER ORDERED that the District and County Clerk, the Justice Courts, Sheriff and Constables make appropriate revisions of their fee schedules and desposit requirements to incorporate therein the above fees prescribed by this Court.

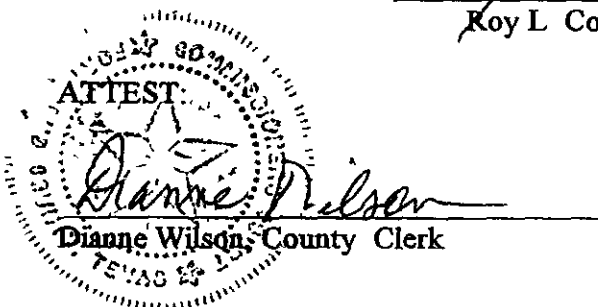

R. L. "Bud" O'Shieles, Commissioner, Pct. 1


Grady Prestage, Commissioner, Pct. 2


Alton B Pressley, Commissioner, Pct. 3


Bob Lutts, Commissioner, Pct. 4


Roy L Cordes, Jr, County Judge



Fort Bend County		
Sheriff's & Constable's Fees		
	Current	Private
	Proposal	Service
Justice of the Peace Courts		
Citation	\$60	Yes
Citation Scire Facias	\$60	Yes
Distress Warrant	\$60	
Forcible Entry and Detainer	\$60	
Injunction	\$60	
Notice	\$60	Yes
Supoena - Civil	\$60	Yes
Subpoena Duces Tecum - Civil	\$60	Yes
Order of Sale	\$60	
Temporary Restraining Order	\$60	Yes
Writ of Attachment	\$60	
Writ of Execution	\$60	
Writ of Garnishment	\$60	
Writ of Habeas Corpus	\$60	
Writ of Restitution	\$60	
Writ of Sequestration	\$60	
Levy	\$60	
Deeds	\$60	
Notice of Sale	\$60	
Levy, Deed, and Notice Package	\$60	
Small Claim	\$60	
County and District Courts		
Citation	\$60	Yes
Distress Warrant	\$60	
Forcible Entry and Detainer	\$60	
Injunction	\$60	
Notice	\$60	Yes
Notice of Trustee Sale	\$60	
Notice to take Deposition	\$60	Yes
Order	\$60	
Order of Sale	\$60	
Precept to Serve	\$60	Yes
Supoena - Civil	\$60	Yes
Subpoena Duces Tecum - Civil	\$60	Yes
Summons	\$60	Yes
Tax Warrant	\$60	
Temporary Protective Order	\$60	
(If Filed under Family Law Ch, 71)	\$0	
Writ of Attachment (person)	\$60	
Writ of Attachment (property)	\$60	
Writ of Execution	\$60	
Writ of Garnishment	\$60	
Writ of Habeas Corpus	\$60	
Writ of Possession	\$60	
Writ of Re-Entry	\$60	
Writ of Restitution	\$60	
Writ of Sequestration	\$60	
Writ of Certiorari	\$60	
Writ of Commitment - Civil	\$60	
Writ of Mandamus	\$60	
Writ of Venditioni Exponas	\$60	
Mental/Alcohol/Drug Commitment	\$60	
Show Cause Notice Order	\$60	Yes
Levy	\$60	
Deeds	\$60	
Notice of Sale	\$60	
Levy, Deed, & Notice Package	\$60	

Fort Bend County			
Sheriff's & Constable's Fees			
		Current	Private
		Proposal	Service
Miscellaneous Fees			
Insurance Reports		\$10	
Video Tape Copy	Not to Exceed	\$60	
Video Print Picture (each)		\$4	
35mm Picture (each)		\$4	
Process by Certified Mail (plus mail charge)		\$20	
Fingerprinting		\$15	
Copy of Capias (per page)		\$4	
Individual Records Check		\$20	
Local Background Check Letters		\$10	
Offense Reports		\$10	
Accident Reports		\$10	
Civil Subpoena of Records		\$1.50/page	
Copy of Open Records File		\$1 50/page	
Brady Bill Research		\$10	
Other Civil Service Fees:			
For Any Writ, Order of Sale, Venditioni			
Exponas served (to and from) which exceeds			
two (2) hours, an additional fee		\$45/hr	
(Plus milage at Fed IRS Rate Per Mile)			
For any Mental/Alcohol/Drug Commit-			
ment transportation to and from a private			
institution which exceeds two (2) hours			
an additional fee		\$45/hr	
(Plus milage at Fed. IRS Rate Per Mile)			
If ordered by the court to transport to court of			
jurisdiction (including return trip), a fee of		\$45/hr	
(Plus milage at Fed. IRS Rate Per Mile and			
meals & overnight lodging cost if necessary)			
In all cases coming from other counties or			
other states, the Sheriff shall not execute any			
process until all anticipated costs involved in			
such process are paid as authorized under			
Rule 126, costs of T.R C P Order of Sale,			
Venditioni Exponas, Writ of Execution			
Commission on amounts up to \$5,000 00		10%	
Commission on amounts over \$5,000 00		6%	
(Minimum Commission - \$50 00)			
For Posting written notice in public places, as			
may be required by law, a fee for each location		\$30	
For taking and approving of Prisoner Release			
Bonds, including Personal Appearance Bonds,			
as may be required by law and all other Bonds			
authorized by statute and returning same to the			
courts, a fee of:		\$20	
Capias arising from Civil Case		\$50	
Affidavits of Service		\$20	
Out-of-County Service (to and from)		\$45/hr.	
(Plus milage at Fed. IRS Rate Per Mile and			
meals & overnight lodging cost if necessary)			

Fort Bend County		
Sheriff's & Constable's Fees		
	Current	Private
	Proposal	Service
Vehicle Storage Fee	\$20/day	
Releasing Impounded, Inventoried Vehicles	\$50	
Criminal Service Fees by Peace Officer Per		
Code of Criminal Procedure Art. 102.011		
Arrest Warrant or Capias	\$35	s
Criminal Subpoena (plus 29¢ per mile)	\$5	s
Service of Writ not otherwise listed in Article	\$35	s
Taking and Approving a Bond	\$10	s
Commitment or Release	\$5	s
Summoning a Jury	\$5	s
For each day's attendance of a prisoner in a habeas corpus case if the prisoner has been remanded to custody or held to bail	\$8/day	s
For officer attaching a witness on order of court outside county (plus actual expenses of travel)	\$10/day	s
Law Enforcement Estray Program		
Impoundments: Large (cattle, horses, etc) 1st Animal	\$80	
Each additional Animal	\$50	
Impoundments: Small (sheep, goats, etc) 1st Animal	\$50	
Each additional Animal	\$30	
Boarding & Feeding. Large (cattle, horses, etc)	\$12/day	
Small (sheep, goats, etc)	\$9/day	
Delivery Charge: 1st Animal	\$75	
Each Additional Animal	\$40	
Livestock Penned on Site. After penning animals 5 times within 3 months, a		
Fee for 1st Hour of	\$75	
Each Additional Hour	\$50	
s = fee set by state statute		

Date. September 23
To: Judge
CC: Mandi
From: Kent
Re: Possible Agenda Items - September 29

10/1/2018
#9

- 1) Discuss and consider Fort Bend County's participation in the Texas Counties Storm Water Coalition.
- 2) Discuss and consider Fort Bend County's contribution to the Region H Water Planning Group.
- 3) Discuss and consider designating a representative to work with the City of Pearland in considering the creation of a Tax Increment Reinvestment Zone.

TEXAS ASSOCIATION OF COUNTIES

#9/2

1204 San Antonio • Austin TX 78701



P.O. Box 2131 • Austin, TX 78768-2131

Sam D. Seale • Executive Director

August 27, 1998

Dear Judge,

The Texas Association of Counties, Executive Committee has agreed to serve as an umbrella organization for the Texas Counties Storm Water Coalition. The Coalition was formed after several county officials expressed concerns over the Environmental Protection Agency's Storm Water Phase II proposed rules and the impact those rules will have on every Texas county.

In July of this year an Interim Steering Committee was formed to begin the process of organizing the coalition. At that time I was selected interim chairman of the coalition and I currently serve with Judge Jim Sagebiel, Guadalupe County, Judge Horace Groff, Grayson County, Commissioner Richard Cortese, Bell County, Commissioner Danny Scheel, Comal County, Commissioner Mike Heiligenstein, Williamson County, and Commissioner Mack Dobbs, Parker County. The goal of the Coalition is to provide an organized county initiative in opposition to the proposed rules. This goal will only be accomplished if county officials voice their concerns to state and federal elected officials, as well as the regulatory agencies involved with this program.

Approximately 80 Texas cities have formed a similar coalition in opposition to the proposed rules. We are hopeful that the combined efforts of the two Texas coalitions will provide initiatives for a more workable solution other than the rules as currently proposed. We see this as a pro-active approach instead of a wait and see approach.

Should the rules be adopted as currently proposed, the economic impact on counties could be enormous. The Texas Association of Counties has incurred all the expenses in opposing the rules, to this point. The temporary steering committee feels that due to the possible enormous monetary impact on counties, the coalition needs to be funded solely by the counties who wish to participate in this undertaking. These funds will be used to support the efforts of the coalition. The Texas Association of Counties will continue to provide staff and resources to support the coalition.

~~Counties who wish to join the coalition are encourage to adopt the enclosed resolution and remit a check payable to the Texas Association of Counties Storm Water Coalition Fund, based on the following rate structure. The check and resolution should be returned to the Texas Association of Counties, 1204 San Antonio, Austin, Texas 78701, Attn: Sue Glover.~~

AMOUNT	\$15,000	\$12,000	\$5,000	\$2,000	\$750	\$500	\$250
1990 County Population	Over 500,000	200,000	100,000	50,000	25,000	10,000	Below 10,000
	(excluding Harris County)	500,000	200,000	100,000	50,000	25,000	

A meeting of the coalition will be held during the County Judges' and Commissioner's Conference in Fort Worth, at the end of September. The meeting will be an organizational meeting to set strategies, adopt a budget and select permanent steering committee members.

This issue needs your immediate attention. Please feel free to call me if you have any questions. My number in Victoria is 512-575-4558.

Sincerely,

A handwritten signature in black ink that reads "Helen R. Walker". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Helen R. Walker
Victoria County Judge
Interim Chairman

CC County Commissioners

RESOLUTION

Resolution regarding the County's Participation in the Storm Water Phase II Coalition

WHEREAS, the United States Environmental Protection Agency has proposed Phase II Storm Water Discharge Regulations and the proposed regulations have been published in the Federal Register; and

WHEREAS, during the public comment period which ended April 9, 1998, the Texas Association of Counties submitted comments to the EPA opposing the adoption of the proposed regulations; and

WHEREAS, the proposed regulations, if adopted in current form, will have enormous economic consequences for many counties and require local governments to conduct the proposed federal regulatory program, and

WHEREAS, the 38 counties automatically designated in the proposed rules will be required to obtain permits for storm water discharges from "small municipal storm sewer systems", also known as MS4's; and

WHEREAS, in these 38 counties a drainage ditch in the county right-of-way will be considered an MS4 and therefore the county will be required to develop and enforce the storm water management program, and

WHEREAS, every county in the State of Texas which engages in construction activities of at least one acre (such as clearing, grading, and excavating) will be required to obtain permits for discharges from such sites; and

WHEREAS, Texas counties lack the authority to enact ordinances and implement all of the regulatory requirements that Phase II requires, and

WHEREAS, a Texas County Storm Water Phase II Coalition has been formed to provide an organized county initiative in opposition to the proposed rules, and

WHEREAS, the Coalition will work with State and Federal leaders to make Phase II a more workable and affordable program for counties to implement, and

WHEREAS, the Coalition will be solely funded by counties who which to participate in the efforts of this Coalition, and

WHEREAS, the Texas Association of Counties will serve as the facilitator in this project and will collect and deposit all county contributions into the Coalition fund, and

WHEREAS, all expenditures from this fund will be authorized and approved by the Coalition Public Official's Steering Committee, which will be comprised of county officials

NOW, THEREFORE, BE IT RESOLVED, that -----County opposes the adoption and implementation of the EPA's Phase II Storm Water Discharge Regulations as proposed, and

BE IT FURTHER RESOLVED, that -----County supports the efforts of the Texas County Storm Water Phase II Coalition, and

BE IT FINALLY RESOLVED, that -----County agrees to a financial contribution to the Texas Association of Counties in the amount of \$-----to support the efforts of the Coalition

APPROVED THIS THE ----- DAY OF -----, 1998.

County Judge

Commissioner Pct 1

Commissioner Pct 2

Commissioner Pct 3

Commissioner Pct 4

TEXAS ASSOCIATION OF COUNTIES

1204 San Antonio • Austin TX 78701



P.O. Box 2131 • Austin TX 78768-2131

Sam D. Seale • Executive Director

August 27, 1998

Dear Judge and Commissioners

Congress has recessed for the month of August and members will be back home during the upcoming holiday. Many of the members will be visiting with their local county officials during the recess. We would kindly request that you pass on the following concerns regarding the Storm Water Phase II proposed rules.

As you are aware in January the Environmental Protection Agency (EPA) issued Storm Water Phase II proposed rules. The rules as proposed will impact every county in Texas. The Texas Association of Counties legislative staff, with the assistance of the Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel law firm, submitted comments on behalf of Texas counties.

Phase II seeks to expand on the existing storm water program, Phase I, which was implemented to reduce polluted runoff from major industrial facilities, large and medium city storm sewers, and construction sites that disturb five or more acres of land. Phase II picks up where Phase I left off, broadening the scope of EPA regulation of storm water discharges to include smaller municipalities and counties, as well as construction sites that disturb at least one acre of land.

Thirty-eight counties have been specifically identified in the proposed regulations as owners of small municipal separate storm sewer systems (MS4s). We anticipate that several additional counties will fall within the scope of EPA's automatic designation as "urbanized areas" following the census in 2000. Under the proposed rule, all regulated small municipal separate sewer systems must develop, implement, and enforce a storm water management program designed to reduce the discharge of pollutants to the "maximum extent practicable." As we understand the proposed rules a drainage ditch in the county could be considered a small municipal separate storm sewer system.

Another provision which will effect every Texas county is the proposal to regulate construction sites of greater than one acre. Accordingly, counties which engage in construction activities (such as clearing, grading, and excavating) could be required to obtain permits for discharges from such sites.

The proposed rules are an example of another federal unfunded mandate on Texas counties. The economic impact on county budgets could be enormous. The EPA has projected "per capita" costs, for implementation of the six minimum control measures associated with the regulation of small municipal separate storm sewer systems, is \$2.67. EPA does acknowledge that per capita costs would be higher for Phase II municipalities. At this point we believe an estimate of \$5.00 per capita for Texas counties is a very conservative number.

The EPA published no Phase II construction compliance cost estimates comparable to the estimates it provided with respect to the six minimum control measures required of small municipal storm sewer systems

Another big concern included in the proposed rules is EPA's assumption that Texas counties have regulatory enforcement authority. Texas counties lack the authority to enact the ordinances and implement all of the regulatory requirements that Phase II requires

The economic burden will be felt by the tax payers in their home counties. Therefore, these concerns need to be echoed to our congressional delegation while visiting in their home counties. Please pass along the enclosed information sheet to your congressional member. Your support for this effort is greatly appreciated.

Sincerely,



Sam D. Seale
Executive Director



REGION H WATER PLANNING GROUP

#9/2
00-17-98 033 111
c/o SJRA
P. O. Box 329
Conroe, Texas 77305
409/588-1111
713/222-8516

Senate Bill 1 - Texas Water Development Board

September 15, 1998

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

Dear Judge Rozell

The 1997 Legislature passed a comprehensive statute, known as Senate Bill One (SB 1), calling for a statewide water plan to cope with drought, population growth and environmental issues. This historic legislation creates a blueprint for managing water resources and addresses drought planning, regulation of water rights, public information and financial and technical assistance.

By the year 2000 the 16 water planning regions must submit a formal plan for meeting the regions current and future water needs. In order to ensure a focal point for the creation of a plan for each region, regional water planning groups were created. To provide a balance of interests throughout a region, each planning group includes representatives from 11 categories (interest groups). These interests are the public, counties, municipalities, industries, agriculture, environmental interests, small business, electric utilities, river authorities, water districts, and water utilities.


The Region H Water Planning Group will develop a Regional Water Plan for all or portions of Leon, Madison, Walker, Trinity, Polk, San Jacinto, Montgomery, Liberty, Austin, Waller, Harris, Chambers, Fort Bend, Galveston, and Brazoria counties. To assist in this process of regional water plan development the Legislature appropriated funding in the form of matching grants. While Region H submitted a grant application by the August 1, 1998 deadline, full funding of the grant would only cover 75% of the cost of the planning process. The remaining funds, estimated to be \$250,000.00, must be raised from the interest groups.

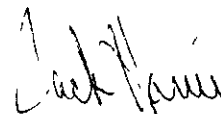
Counties within Region H have been given a total target of \$60,000 as the counties' share of the matching funds. We are asking Fort Bend County to contribute \$5,000.00. Attached you will find the breakdown of the county contribution. As county representatives on the Region H Water Planning Group, we will be contacting you regarding financial participation in this planning process.

Please do not hesitate to contact us at the numbers listed below if you have any additional questions or concerns. We look forward to hearing from you, and encourage your participation in the development of the Region H Water Plan.

Sincerely,

Robert Eckels
Harris County Judge
713/755-4000


Mark Evans
Trinity County Judge
409/642-1746


Jack Harris
Brazoria County Commissioner
281/331-3197

Attachment

Total contribution requests for counties within Region H are as follows:

Harris	\$30,000
Galveston	\$5,000
Fort Bend	\$5,000
Montgomery	\$5,000
Brazoria	\$5,000
Walker	\$1,000
Trinity	\$1,000
Madison	\$1,000
Polk	\$1,000
Leon	\$1,000
Waller	\$1,000
Liberty	\$1,000
Chambers	\$1,000
Austin	\$1,000
San Jacinto	\$1,000

9(3)



September 23, 1998

The Honorable Michael D. Rozell
Fort Bend County Judge
301 Jackson
Richmond, TX
77469

Dear Judge Rozell,

This letter is to provide your taxing entity notice as required by Chapter 311.003 (c) of the Tax Code that the City of Pearland is considering the creation of a Tax Increment Reinvestment Zone ("TIRZ") over approximately 3,320 acres. The property is currently in the process of being annexed by Pearland and is bounded generally by Clear Creek on the north, State Highway 288 on the east, County Road 92 on the South and FM 521 on the West.

The City is planning to create the TIRZ and annex the area in calendar year 1998. Chapter 311.003 (c) requires the City to give each taxing jurisdiction sixty (60) day notice prior to a public hearing regarding the TIRZ creation. The date set for the public hearing is November 23, 1998.

The TIRZ is a financing and management tool the City will consider creating to facilitate the development of a quality, master-planned, mixed used community consisting of approximately 1,770 acres of residential, 300 acres of commercial, 267 acres of institutional uses such as churches, hospitals, and schools to serve the community, and 38 acres of light and compatible industrial. The TIRZ will be used to fund the public infrastructure needed to support the proposed development. Based upon the development being completed as currently planned, it is estimated that approximately \$1.275 billion will be added to the tax rolls by the end of the proposed life of the TIRZ. The TIRZ is being proposed for a period of thirty (30) years.

The City looks forward to discussing its goals and objectives with regard to the creation of this TIRZ, discussing the potential areas of mutual benefits, and of reviewing the financial impact of the TIRZ with your entity in a workshop session.

Chapter 311.003 (g) requires that "not later than the 15th day after the date on which the required notice is given, each taxing unit that levies real property taxes in the proposed reinvestment zone shall designate a representative to meet with the governing body of the municipality". The City is hereby requesting that your entity designate a representative who will be available to work with us as we proceed.

Thank you for your cooperation. Should you wish to discuss any of these matters, please feel free to contact my office.

Sincerely,

Paul Grohman
City Manager

OCT-8

CC: Pearland City Council



COUNTY ATTORNEY
Fort Bend County, Texas

#10

BEN W. "Bud" CHILDERS
County Attorney

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

September 21, 1998

The Honorable Michael D Rozell
County Judge
Fort Bend County

Re Amended Tax Abatement Agreements

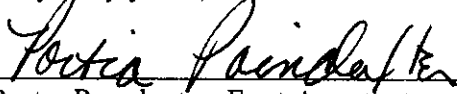
Dear Judge Rozell

The Fort Bend County Tax Assessor-Collector's office advised the County Attorney in July that several "Owners" listed in our Tax Abatement Agreements apparently assigned their interests under the Agreements. To reflect the change in ownership, the parties have executed the enclosed three Amendments to Tax Abatement Agreements. They are between Fort Bend County and

- (1) Midway FSI, Ltd , Great Western Publishing, Inc , Principal Mutual Life Insurance Company, and,
- (2) Midway FSI, Ltd , Kobelco America, Inc , Principal Mutual Life Insurance Company, and,
- (3) Midway NEC Partners, Fiserv Solutions, Inc , Opal Partnership Limited

Please schedule the Amendments to Tax Abatement Agreements for consideration by the Court on September 28, 1998. The assignments of Tax Abatements do not have to be considered by the Court.

Very truly yours,



Portia Poindexter, First Assistant

/s/ cover let 3195-

xc Commissioner R L O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
Marsha Gaines, Tax Assessor-Collector
Patsy Schultz, Division Supervisor
Jennifer Raymond, Economic Development Council

AMENDMENT TO TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Amendment to Tax Abatement Agreement (this "Amendment") dated effective as of September 3, 1997 (the "Effective Date") is made and entered into by and between Fort Bend County, Texas, a body politic, acting herein by and through its Commissioners' Court (hereinafter referred to as the "County"), Midway FS I, Ltd., a Texas limited partnership ("Midway"), Kobelco America, Inc. ("Lessee") and acknowledged and consented to by Principal ~~Mutual~~ Life Insurance Company, an Iowa corporation ("Assignee").

WHEREAS, the County, Midway, as the owner of 6.8317 acres, more or less, located within Reinvestment Zone No. 5 in Fort Bend County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property") and Lessee, as the lessee of a building and the owner of certain tangible personal property located on the Property, entered into a Tax Abatement Agreement (the "Tax Abatement Agreement"), whereby the County granted to Midway and Lessee a property tax abatement at rates and in accordance with the terms of the Tax Abatement Agreement;

WHEREAS, by Special Warranty Deed dated the Effective Date and filed under Clerk's File No. 9756571 of the Official Public Records of Fort Bend County, Texas, Midway granted, sold and conveyed the Property to Assignee;

WHEREAS, by assignment of dated the Effective Date, Midway assigned its interest in the Tax Abatement Agreement to Assignee;

WHEREAS, the parties hereto desire to amend the Tax Abatement Agreement to redefine the description of the Property and evidence the change in ownership of the Property from Midway to Assignee.

NOW THEREFORE, pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, as it existed on the Effective Date, and the Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County (as revised), which were approved by the Fort Bend County Commissioners' Court on October 24, 1995, the Tax Abatement Agreement is hereby amended as follows:

1. The term "Owner" as defined in the first paragraph of the Tax Abatement Agreement shall be amended to read

Principal Mutual Life Insurance Company, an Iowa corporation.

2. The term "Property" as defined in Section 2(e) of the Tax Abatement Agreement is amended to read that certain 6.8317 acres of land described on Exhibit "A" attached to this Amendment and all improvements located thereon, which Property is located within Reinvestment Zone No. 5. From and after the Effective Date, the Property shall be as described on Exhibit "A" attached to this Amendment and made a part hereof for all purposes.

3. Section 12 of the Tax Abatement Agreement is amended to change the address of the Owner to the following:

Principal Mutual Life Insurance Company
711 High Street
Des Moines, Iowa 50392
Attn: Inv-CRE-South/Central
Equities Team

From and after the Effective Date, Assignee shall comply with all of the terms, conditions, obligations and representations of the Owner under the Tax Abatement Agreement.

All terms, conditions, obligations and conditions in the Tax Abatement Agreement not amended by any provision in this Amendment shall remain in full force and effect as originally written in the Tax Abatement Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Tax Abatement Agreement.

This Amendment may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below their respective names, to be effective for all purposes on the Effective Date.

Fort Bend County, Texas

By: Mike D. Rozell
Name: Mike D. Rozell
Title: County Judge
Date: August 17, 1998

Attest:

By: Dianne Wilson
Name: Dianne Wilson
Title: County Clerk
9-29-98 Comm Ct

Midway FS I, Ltd.,
a Texas limited partnership

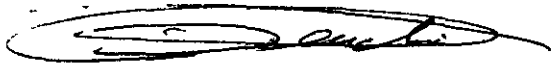
By: Midway Development Co. Inc., a
Texas corporation, its
general partner

By: Stanley A. Harris
Name: Stanley A. Harris
Title: President
Date: August 17, 1998

Attest:


By: Julie Swindel
Name: JULIE SWIDEL
Title: CONTROLLER


Kobelco America, Inc.

By: 
Name: TAIRA IKEUCHI
Title: EXECUTIVE VICE PRESIDENT-DIRECTOR
Date: August 25, 1998


Attest:


By: 
Name: DAN P. SHACKELFORD
Title: MANAGER HUMAN RESOURCES

Acknowledged and Consented to 
Principal ~~Mutual~~ Life Insurance
Company, an Iowa corporation

By: 
Name: Timothy E. Minton
Title: Director
Date: August 21, 1998
~~Commercial Real Estate Reporting and Computer Services~~

Attest:

By: 
Name: David M. Dimond
Title: Assistant Director & Secretary
Engineering Services

By: 
Name: DAVID P. ELLINGSON
Title: Vice President and
Date: Associate General Counsel 21, 1998

Attest:

By: _____
Name: _____
Title: _____

METES AND BOUNDS DESCRIPTION FOR 6.8317 ACRES OR 297,590 SQUARE FEET OF LAND BEING A PORTION OF UNRESTRICTED RESERVE "A" OF FREEPORT SOUTHWEST DISTRIBUTION CENTER, AS RECORDED IN FORT BEND COUNTY CLERK'S FILE NO. 9571767, SAME BEING A PORTION OF THE TRACT DEEDED IN FORT BEND COUNTY CLERK'S FILE NO. 9556498, SAME BEING IN THE THOMAS J NICHOLS SURVEY, A-296, CITY OF STAFFORD, FORT BEND COUNTY, TEXAS.

BEGINNING: At a set "P-K" nail in concrete sidewalk, being the most southerly cut back corner of the intersection of the east line of Kirkwood Road, a 100-foot right-of-way (R.O.W.) and the north line of Greenbriar Drive, a 65-foot R.O.W., same being the most southerly southwest corner of said Unrestricted Reserve "A" and the herein described tract;

THENCE: North 15 deg 59 min 11 sec West, along said cut back corner, a distance of 13 90 feet to a set "X" in concrete sidewalk for corner in a curve to the right,

THENCE: Along the east line of Kirkwood Road in a northeasterly direction, around a curve to the right whose radius equals 1095 92 feet, subtending a central angle of 02 deg 34 min 40 sec, an arc length of 49 31 feet, having a chord bearing North 31 deg 32 min 40 sec East, a distance of 49 30 feet to a found 5/8-inch iron rod for corner of the herein described tract and being a point of tangency,

THENCE: North 32 deg 50 min 00 sec East, along the east R.O.W. line of Kirkwood Road, a distance of 388.54 feet to a found 5/8-inch iron rod for the northwest corner of the herein described tract and said Unrestricted Reserve "A";

THENCE: North 89 deg 52 min 41 sec East, departing said east R.O.W. line, a distance of 440.28 feet to a set 5/8-inch iron rod being the most northerly northeast corner of the herein described tract,

THENCE: South 00 deg 09 min 12 sec East, a distance of 131.67 feet to a set 5/8-inch iron rod for corner, same being a point on the north line of Unrestricted Reserve "B" of said Freeport Southwest Distribution Center;

THENCE: South 89 deg 50 min 48 sec West, along the common line of Unrestricted Reserve "A" and "B", a distance of 34.88 feet to a set 5/8-inch iron rod for corner of the herein described tract,

THENCE: South 00 deg 09 min 12 sec East, along said common line, a distance of 477.54 feet to a set "X" in concrete for the southeast corner of the herein described tract and said Unrestricted Reserve "A", same being a point on the north R.O.W. of said Greenbriar Drive and the southwest corner of said Unrestricted Reserve "B", same being in a curve to the right;

THENCE: Along the north line of Greenbriar Drive in a northwesterly direction, around a curve to the right whose radius equals 1107.50 feet, subtending a central angle of 24 deg 37 min 17 sec, an arc length of 475.92 feet, having a chord bearing North 74 deg 16 min 39 sec West, a distance of 472.27 feet, to a found 5/8-inch iron rod for corner of the herein described tract and being a point of tangency,

THENCE: North 61 deg 58 min 00 sec West, along said north line, a distance of 209.66 feet returning to the POINT OF BEGINNING of the herein described tract containing 6.8317 acres or 297,590 square feet of land more or less.

ASSIGNMENT OF TAX ABATEMENT AGREEMENT

THIS ASSIGNMENT OF TAX ABATEMENT AGREEMENT (this "Assignment") dated effective as of September 3, 1997 (the "Effective Date") is made and entered into by and between Midway FS I, Ltd., a Texas limited partnership ("Assignor"), and Principal ~~Mutual~~ Life Insurance Company, an Iowa corporation ("Assignee").

WHEREAS, Fort Bend County, Texas, a body politic, acting by and through its Commissioners' Court (hereinafter referred to as the "County"), Assignor, and Kobelco America, Inc. ("Lessee") entered into a Tax Abatement Agreement (the "Tax Abatement Agreement"), whereby the County granted to Assignor and Lessee, at rates and in accordance with the therein described terms, a property tax abatement regarding 6.8317 acres, more or less, located within Reinvestment Zone No. 5 in Fort Bend County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, by Special Warranty Deed dated the Effective Date and filed under Clerk's File No. 9756571 of the Official Public Records of Fort Bend County, Texas, Assignor, as the owner of the Property, granted, sold and conveyed the Property to Assignee;

WHEREAS, Assignor desires to assign to Assignee all of its rights under the Tax Abatement Agreement to Assignee;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN and TRANSFER to Assignee all of Assignor's (i) rights under the Tax Abatement Agreement, and (ii) all benefits and privileges of Assignor thereunder, but subject to all of the terms, representations, provisions, conditions, reservations and limitations set forth in the Tax Abatement Agreement.

Assignor warrants that the Tax Abatement Agreement is presently in full force and effect according to its terms.

Assignee, by its execution below, hereby accepts this Assignment and agrees to assume and perform all of the terms, duties and obligations to be performed by Assignor under the Tax Abatement Agreement after the Effective Date.

This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

EXECUTED by all parties on the dates set forth below, to be effective for all purposes on the Effective Date.

Assignor:

Midway FS I, Ltd.,
a Texas limited partnership

By: Midway Development Co., Inc., a
Texas corporation, its
general partner

By: [Signature]
Name: DAVID R. FARRIS
Title: PRESIDENT
Date: August 07, 1998

Assignee:

Principal ~~Mutual~~ Life Insurance
Company, an Iowa corporation

By: [Signature]
Name: Timothy E. Winton
Title: Chairman
Date: August 21, 1998
Commercial Real Estate Reporting and Computer Services

Attest: [Signature]
By: [Signature]
Name: David M. Duncanson
Title: Assistant Director & Secretary
Engineering Services

By: [Signature]
Name: D. J. Perry
Title: Secretary
Date: August 21, 1998

Attest: [Signature]
By: [Signature]
Name: [Signature]
Title: [Signature]

METES AND BOUNDS DESCRIPTION FOR 6.8317 ACRES OR 297,590 SQUARE FEET OF LAND BEING A PORTION OF UNRESTRICTED RESERVE "A" OF FREEPORT SOUTHWEST DISTRIBUTION CENTER, AS RECORDED IN FORT BEND COUNTY CLERK'S FILE NO 9571767, SAME BEING A PORTION OF THE TRACT DEEDED IN FORT BEND COUNTY CLERK'S FILE NO. 9556498, SAME BEING IN THE THOMAS J. NICHOLS SURVEY, A-296, CITY OF STAFFORD, FORT BEND COUNTY, TEXAS.

BEGINNING: At a set "P-K" nail in concrete sidewalk, being the most southerly cut back corner of the intersection of the east line of Kirkwood Road, a 100-foot right-of-way (R.O.W.) and the north line of Greenbriar Drive, a 65-foot R.O.W., same being the most southerly southwest corner of said Unrestricted Reserve "A" and the herein described tract,

THENCE: North 15 deg 59 min 11 sec West, along said cut back corner, a distance of 13.90 feet to a set "X" in concrete sidewalk for corner in a curve to the right;

THENCE Along the east line of Kirkwood Road in a northeasterly direction, around a curve to the right whose radius equals 1095.92 feet, subtending a central angle of 02 deg 34 min 40 sec, an arc length of 49 31 feet, having a chord bearing North 31 deg 32 min 40 sec East, a distance of 49 30 feet to a found 5/8-inch iron rod for corner of the herein described tract and being a point of tangency;

THENCE: North 32 deg 50 min 00 sec East, along the east R.O.W. line of Kirkwood Road, a distance of 388 54 feet to a found 5/8-inch iron rod for the northwest corner of the herein described tract and said Unrestricted Reserve "A",

THENCE: North 89 deg 52 min 41 sec East, departing said east R.O.W. line, a distance of 440 28 feet to a set 5/8-inch iron rod being the most northerly northeast corner of the herein described tract,

THENCE. South 00 deg 09 min 12 sec East, a distance of 131 67 feet to a set 5/8-inch iron rod for corner, same being a point on the north line of Unrestricted Reserve "B" of said Freeport Southwest Distribution Center;

THENCE. South 89 deg 50 min 48 sec West, along the common line of Unrestricted Reserve "A" and "B", a distance of 34.88 feet to a set 5/8-inch iron rod for corner of the herein described tract,

THENCE: South 00 deg 09 min 12 sec East, along said common line, a distance of 477 54 feet to a set "X" in concrete for the southeast corner of the herein described tract and said Unrestricted Reserve "A", same being a point on the north R.O.W. of said Greenbriar Drive and the southwest corner of said Unrestricted Reserve "B", same being in a curve to the right,

THENCE. Along the north line of Greenbriar Drive in a northwesterly direction, around a curve to the right whose radius equals 1107.50 feet, subtending a central angle of 24 deg 37 min 17 sec, an arc length of 475.92 feet, having a chord bearing North 74 deg 16 min 39 sec West, a distance of 472.27 feet, to a found 5/8-inch iron rod for corner of the herein described tract and being a point of tangency,

THENCE. North 61 deg 58 min 00 sec West, along said north line, a distance of 209.66 feet returning to the POINT OF BEGINNING of the herein described tract containing 6 8317 acres or 297,590 square feet of land more or less.

AMENDMENT TO TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Amendment to Tax Abatement Agreement (this "Amendment") dated effective as of September 3, 1997 (the "Effective Date") is made and entered into by and between Fort Bend County, Texas, a body politic, acting herein by and through its Commissioners' Court (hereinafter referred to as the "County"), Midway FS I, Ltd., a Texas limited partnership ("Midway"), Great Western Publishing, Inc. ("Lessee") and acknowledged and consented to by Principal Mutual Life Insurance Company, an Iowa corporation ("Assignee").

WHEREAS, the County, Midway Development Co., Trustee, for Midway, as the owner of 3.7489 acres, more or less, located within Reinvestment Zone No. 7 in Fort Bend County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property") and Lessee, as the lessee of a building and the owner of certain tangible personal property located on the Property, entered into a Tax Abatement Agreement (the "Tax Abatement Agreement"), whereby the County granted to Midway and Lessee a property tax abatement at rates and in accordance with the terms of the Tax Abatement Agreement;

WHEREAS, by Special Warranty Deed dated the Effective Date and filed under Clerk's File No. 9756571 of the Official Public Records of Fort Bend County, Texas, Midway granted, sold and conveyed the Property to Assignee;

WHEREAS, by assignment of dated the Effective Date, Midway assigned its interest in the Tax Abatement Agreement to Assignee;

WHEREAS, the parties hereto desire to amend the Tax Abatement Agreement to redefine the description of the Property and evidence the change in ownership of the Property from Midway to Assignee.

NOW THEREFORE, pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, as it existed on the Effective Date, and the Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County (as revised), which were approved by the Fort Bend County Commissioners' Court on October 24, 1995, the Tax Abatement Agreement is hereby amended as follows:

1. The term "Owner" as defined in the first paragraph of the Tax Abatement Agreement shall be amended to read

Principal Mutual Life Insurance Company, an Iowa corporation.

2. The term "Property" as defined in Section 2(e) of the Tax Abatement Agreement is amended to read that certain 3.7489 acres of land described on Exhibit "A" attached to this Amendment and all improvements located thereon, which Property is located within Reinvestment Zone No. 7. From and after the Effective Date, the Property shall be as described on Exhibit "A" attached to this Amendment and made a part hereof for all purposes.

3. Section 12 of the Tax Abatement Agreement is amended to change the address of the Owner to the following:

Principal Mutual Life Insurance Company
711 High Street
Des Moines, Iowa 50392
Attn: Inv-CRE-South/Central
Equities Team

From and after the Effective Date, Assignee shall comply with all of the terms, conditions, obligations and representations of the Owner under the Tax Abatement Agreement.

All terms, conditions, obligations and conditions in the Tax Abatement Agreement not amended by any provision in this Amendment shall remain in full force and effect as originally written in the Tax Abatement Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Tax Abatement Agreement.

This Amendment may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below their respective names, to be effective for all purposes on the Effective Date.

Fort Bend County, Texas

By: Mike D. Rozell

Name: Mike D. Rozell

Title: County Judge

Date: August, 1998

Attest: Dianne Wilson

By: Dianne Wilson

Name: Dianne Wilson

Title: County Clerk

9-29-98 Comm Ct.

Midway FS I, Ltd.,
a Texas limited partnership

By: Midway Development Co. Inc., a
Texas corporation, its
general partner

By: Burley N. Frazier

Name: Burley N. Frazier

Title: Partner

Date: August 27, 1998

Attest: Julie Sweidel

By: Julie Sweidel

Name: JULIE SWEIDEL

Title: CONTROLLER

Great Western Publishing, Inc.

By: [Signature]
Name: NASSER FAROKH
Title: CHAIRMAN/CEO
Date: August 1, 1998
SEPT

Attest:

By: [Signature]
Name: SAUDRA GARDNER
Title: EXEC. ASSISTANT

Acknowledged and Consented to:

Principal ~~Mutual~~ Life Insurance
Company, an Iowa corporation

By: [Signature]
Name: Timothy E. Minton
Title: Director
Date: August 21, 1998
~~Commercial Real Estate Reporting and Computer Services~~

Attest:

By: [Signature]
Name: David M. Dimond
Title: Assistant Director & Secretary
Engineering Services

By: [Signature]
Name: DAVID P. ELLINGSON
Title: Vice President and
Date: Associate General Counsel, 1998

Attest:

By: _____
Name: _____
Title: _____

SA 1001 A

METES AND BOUNDS DESCRIPTION FOR 3.7489 ACRES OR 163,300 SQUARE FEET OF LAND BEING ALL OF UNRESTRICTED RESERVE "B" OF FREEPORT SOUTHWEST DISTRIBUTION CENTER, AS RECORDED IN FORT BEND COUNTY CLERK'S FILE NO. 9571767, SAME BEING A PORTION OF THE TRACT DEEDED IN FORT BEND COUNTY CLERK'S FILE NO. 9556498, SAME BEING IN THE THOMAS J. NICHOLS SURVEY, A-296, CITY OF STAFFORD, FORT BEND COUNTY, TEXAS.

BEGINNING: At a found 5/8-inch iron rod being the most southerly cut back corner of the intersection of the West line of Royal Drive, a 60-foot right-of-way (R.O.W.) and the north line of Greenbriar Drive, a 65-foot R.O.W., same being the most southerly southeast corner of said Unrestricted Reserve "B",

THENCE: South 89 deg 56 min 55 sec West, along the north R.O.W. line of Greenbriar Drive, a distance of 263.60 feet to a set 5/8-inch iron rod for corner in a curve to the right;

THENCE: Along the North line of Greenbriar Drive in a Northwesterly direction, around a curve to the Right whose radius equals 1107.50 feet, subtending a central angle of 03 deg 27 min 48 sec, an arc length of 66.94 feet, having a chord bearing North 88 deg 19 min 12 sec West, a distance of 66.93 feet to a set "X" in concrete for the southwest corner of the herein described tract and said Unrestricted Reserve "B", same being the southeast corner of Unrestricted Reserve "A" of said Freeport Southwest Distribution Center Subdivision,

THENCE: North 00 deg 09 min 12 sec West, departing the north R.O.W. line of Greenbriar Drive and along the common line of Unrestricted Reserve "A" and "B", a distance of 477.54 feet to a set 5/8-inch iron rod for the northwest corner of the herein described tract,

THENCE: North 89 deg 50 min 48 sec East, along said common line, at a distance of 73.00 feet passing the most southerly northeast corner of said Unrestricted Reserve "A", in all for a total distance of 340.50 feet to a found 1-inch iron pipe for the northeast corner of the herein described tract and said Unrestricted Reserve "B", same being a point on the west R.O.W. of said Royal Drive;

THENCE: South 00 deg 09 min 12 sec East, along said west R.O.W. line, a distance of 470.17 feet to a found 5/8-inch iron rod for corner being the most northerly cut back corner of the intersection of the west line of said Royal Drive and the north line of said Greenbriar Drive,

THENCE: South 44 deg 53 min 52 sec West, along said cut back, a distance of 14.13 feet, returning to the POINT OF BEGINNING of the herein described tract containing 3 7489 acres or 163,300 square feet of land more or less.

ASSIGNMENT OF TAX ABATEMENT AGREEMENT

THIS ASSIGNMENT OF TAX ABATEMENT AGREEMENT (this "Assignment") dated effective as of September 3, 1997 (the "Effective Date") is made and entered into by and between Midway FS I, Ltd., a Texas limited partnership ("Assignor"), and Principal Mutual Life Insurance Company, an Iowa corporation ("Assignee").

WHEREAS, Fort Bend County, Texas, a body politic, acting by and through its Commissioners' Court (hereinafter referred to as the "County"), Midway Development Co., Trustee, for Assignor, and Great Western Publishing, Inc. ("Lessee") entered into a Tax Abatement Agreement (the "Tax Abatement Agreement"), whereby the County granted to Assignor and Lessee, at rates and in accordance with the therein described terms, a property tax abatement regarding 3.7489 acres, more or less, located within Reinvestment Zone No. 7 in Fort Bend County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, by Special Warranty Deed dated the Effective Date and filed under Clerk's File No. 9756571 of the Official Public Records of Fort Bend County, Texas, Assignor, as the owner of the Property, granted, sold and conveyed the Property to Assignee;

WHEREAS, Assignor desires to assign to Assignee all of its rights under the Tax Abatement Agreement to Assignee;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN and TRANSFER to Assignee all of Assignor's (i) rights under the Tax Abatement Agreement, and (ii) all benefits and privileges of Assignor thereunder, but subject to all of the terms, representations, provisions, conditions, reservations and limitations set forth in the Tax Abatement Agreement.

Assignor warrants that the Tax Abatement Agreement is presently in full force and effect according to its terms.

Assignee, by its execution below, hereby accepts this Assignment and agrees to assume and perform all of the terms, duties and obligations to be performed by Assignor under the Tax Abatement Agreement after the Effective Date.

This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

EXECUTED by all parties on the dates set forth below, to be effective for all purposes on the Effective Date.

Assignor:

Midway FS I, Ltd.,
a Texas limited partnership

By: Midway Development Co., Inc., a
Texas corporation, its
general partner

By: [Signature]
Name: BENJAMIN R. FOSBELL
Title: PRESIDENT
Date: August 07, 1998

Assignee:

Principal ~~Mutual~~ Life Insurance
Company, an Iowa corporation

By: [Signature]
Name: Timothy E Minton
Title: Director
Date: August 11, 1998
Commercial Real Estate Reporting and Computer Services

Attest: [Signature]
By: David M. Dimond
Name: Assistant Director & Secretary
Title: Engineering Services

By: [Signature]
Name: DAVID S. FELLIXSON
Title: Vice President and
Date: August 21, 1998
Associate General Counsel

Attest:

By: _____
Name: _____
Title: _____

METES AND BOUNDS DESCRIPTION FOR 3.7489 ACRES OR 163,300 SQUARE FEET OF LAND BEING ALL OF UNRESTRICTED RESERVE "B" OF FREEPORT SOUTHWEST DISTRIBUTION CENTER, AS RECORDED IN FORT BEND COUNTY CLERK'S FILE NO. 9571767, SAME BEING A PORTION OF THE TRACT DEEDED IN FORT BEND COUNTY CLERK'S FILE NO. 9556498, SAME BEING IN THE THOMAS J. NICHOLS SURVEY, A-296, CITY OF STAFFORD, FORT BEND COUNTY, TEXAS.

BEGINNING: At a found 5/8-inch iron rod being the most southerly cut back corner of the intersection of the West line of Royal Drive, a 60-foot right-of-way (R.O.W.) and the north line of Greenbriar Drive, a 65-foot R.O.W., same being the most southerly southeast corner of said Unrestricted Reserve "B",

THENCE: South 89 deg 56 min 55 sec West, along the north R.O.W. line of Greenbriar Drive, a distance of 263.60 feet to a set 5/8-inch iron rod for corner in a curve to the right;

THENCE: Along the North line of Greenbriar Drive in a Northwesterly direction, around a curve to the Right whose radius equals 1107.50 feet, subtending a central angle of 03 deg 27 min 48 sec, an arc length of 66.94 feet, having a chord bearing North 88 deg 19 min 12 sec West, a distance of 66.93 feet to a set "X" in concrete for the southwest corner of the herein described tract and said Unrestricted Reserve "B", same being the southeast corner of Unrestricted Reserve "A" of said Freeport Southwest Distribution Center Subdivision,

THENCE: North 00 deg 09 min 12 sec West, departing the north R.O.W. line of Greenbriar Drive and along the common line of Unrestricted Reserve "A" and "B", a distance of 477.54 feet to a set 5/8-inch iron rod for the northwest corner of the herein described tract;

THENCE: North 89 deg 50 min 48 sec East, along said common line, at a distance of 73.00 feet passing the most southerly northeast corner of said Unrestricted Reserve "A", in all for a total distance of 340.50 feet to a found 1-inch iron pipe for the northeast corner of the herein described tract and said Unrestricted Reserve "B", same being a point on the west R.O.W. of said Royal Drive;

THENCE: South 00 deg 09 min 12 sec East, along said west R.O.W. line, a distance of 470 17 feet to a found 5/8-inch iron rod for corner being the most northerly cut back corner of the intersection of the west line of said Royal Drive and the north line of said Greenbriar Drive,

THENCE: South 44 deg 53 min 52 sec West, along said cut back, a distance of 14.13 feet, returning to the POINT OF BEGINNING of the herein described tract containing 3.7489 acres or 163,300 square feet of land more or less.

AMENDMENT TO TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Amendment to Tax Abatement Agreement (this "Amendment") dated effective as of March 5, 1998 (the "Effective Date") is made and entered into by and between Fort Bend County, Texas, a body politic, acting herein by and through its Commissioners' Court (hereinafter referred to as the "County"), Midway NEC Partners, L.P., a Texas limited partnership ("Midway"), FISERV Solutions, Inc., a Wisconsin corporation, d/b/a NEC Card Services ("Lessee") and acknowledged and consented to by Opal Partnership Limited, a Texas limited partnership ("Assignee").

WHEREAS, the County, Midway, as the owner of 12.1997 acres, more or less, located within Reinvestment Zone No. 8 in Fort Bend County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property") and Lessee, as the lessee of a building and the owner of certain tangible personal property located on the Property, entered into a Tax Abatement Agreement (the "Tax Abatement Agreement"), whereby the County granted to Midway and Lessee a property tax abatement at rates and in accordance with the terms of the Tax Abatement Agreement;

WHEREAS, by Special Warranty Deed With Vendor's Lien dated the Effective Date and filed under Clerk's File No. 9824940 of the Official Public Records of Fort Bend County, Texas, Midway granted, sold and conveyed the Property to Assignee;

WHEREAS, by assignment of dated the Effective Date, Midway assigned its interest in the Tax Abatement Agreement to Assignee;

WHEREAS, the parties hereto desire to amend the Tax Abatement Agreement to evidence the change in ownership of the Property from Midway to Assignee.

NOW THEREFORE, pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, as it existed on the Effective Date, and the Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County (as revised), which were approved by the Fort Bend County Commissioners' Court on October 24, 1995, the Tax Abatement Agreement is hereby amended as follows:

1. The term "Owner" as defined in the first paragraph of the Tax Abatement Agreement shall be amended to read Opal Partnership Limited, a Texas limited partnership.

2. Section 12 of the Tax Abatement Agreement is amended to change the address of the Owner to the following:

Opal Partnership Limited
13100 Promenade, Inc.
5100 San Felipe, #241E
Houston, Texas 77056
Attention: Mr. Max Herzstein,
President

From and after the Effective Date, Assignee shall comply with all of the terms, conditions, obligations and representations of the Owner under the Tax Abatement Agreement.

All terms, conditions, obligations and conditions in the Tax Abatement Agreement not amended by any provision in this Amendment shall remain in full force and effect as originally written in the Tax Abatement Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Tax Abatement Agreement.

This Amendment may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below their respective names, to be effective for all purposes on the Effective Date.

Fort Bend County, Texas

By: Mike D. Rozell
Name: Mike D. Rozell
Title: County Judge
Date: August, 1998

Attest: [Signature]
By: [Signature]
Name: Dianne Wilson
Title: County Clerk
9-29-98 Comm. Ct.

DWR\146907.1\AMEND. TAX ABATEMENT\2561.0

Midway NEC Partners, L.P.,
a Texas limited partnership

By: Midway NEC I, Inc., a
Texas corporation, its
general partner

By: [Signature]
Name: BRADLEY E. FRANKS
Title: President
Date: August 27, 1998

Attest:
By: [Signature]
Name: JULIE SWEIDEL
Title: CONTROLLER

FISERV Solutions, Inc., a Wisconsin
corporation, d/b/a NEC Card Services

By: [Signature]
Name: JOSE DIAZ
Title: President
Date: August 27, 1998

Attest:
By: [Signature]
Name: W. B. CAVALLARO
Title: VP and CFO

signatures continued on next page

Acknowledged and Consented to:

Opal Partnership Limited, a Texas
limited partnership

By: 13100 Promenade, Inc., a
Texas corporation

By: *Mya U. Herzstein*
Name: MYA U. HERZSTEIN
Title: PRESIDENT
Date: August 28, 1998

Attest:

By: *Berina D. Peavy*
Name: BERINA D. PEAVY
Title: _____

EXHIBIT 'A'

Being all of Unrestricted Reserve "B" of Freeport Southwest, Section One, an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No(s). 1616/A of the Map Records of Fort Bend County, Texas, and being 12.1997 acres of land, more or less, out of the William Stafford Survey, Abstract No. 89, in Fort Bend County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a set 5/8-inch iron rod for the northeast corner of the herein described tract, said point being in the westerly line of North Promenade Boulevard (Right-of-way varies) as recorded in Slide No(s). 1616/A of the F.B.C.P.R.;

THENCE: Southerly along the westerly line of said North promenade Boulevard in a curve to the left whose radius is 800.00 feet, a central angle of 02 deg 51 min 55 sec and an arc length of 40.01 feet, whose chord bears South 01 deg 29 min 03 sec East, a distance of 40.00 feet to an "X" chiseled in concrete for the point of tangency;

THENCE: South 02 deg 55 min 00 sec East a distance of 10.00 feet to an "X" chiseled in concrete for the point of curvature;

THENCE: Southerly in a curve to the right whose radius is 800.00 feet, a central angle of 02 deg 51 min 55 sec and an arc length of 40.01 feet, whose chord bears South 01 deg 29 min 03 sec East, a distance of 40.00 feet to a 5/8-inch iron rod set for the point of tangency;

THENCE: Continuing along the West R.O.W. line of said North Promenade Boulevard (65-feet R.O.W.) South 00 deg 03 min 05 sec East a distance of 559.03 feet to a 5/8-inch iron rod set for the Southeast corner of the herein described tract or parcel;

THENCE: South 89 deg 56 min 55 sec West a distance of 819.00 feet to a 5/8-inch iron rod set for the Southwest corner of the herein described tract or parcel;

THENCE: North 00deg 03 min 05 sec West a distance of 649.00 feet to a 5/8-inch iron rod set for the Northwest corner of the herein described tract or parcel, said point being in the common line between said Freeport Southwest Section One and Greenbriar Southwest Section 3 as recorded in Volume 22, Page 33 of the F.B. C.P.R.;

THENCE: North 89 deg 56 min 55 sec East along said common line a distance of 816.50 feet to the POINT OF BEGINNING;

Said tract or parcel containing 531,419 square feet or 12.1997 acres, more or less.

ASSIGNMENT OF TAX ABATEMENT AGREEMENT

THIS ASSIGNMENT OF TAX ABATEMENT AGREEMENT (this "Assignment") dated effective as of March 5, 1998 (the "Effective Date") is made and entered into by and between Midway NEC Partners, L.P., a Texas limited partnership ("Assignor"), and Opal Partnership Limited, a Texas limited partnership ("Assignee").

WHEREAS, Fort Bend County, Texas, a body politic, acting by and through its Commissioners' Court (hereinafter referred to as the "County"), Assignor, and FISERV Solutions, Inc., a Wisconsin corporation, d/b/a NEC Card Services ("Lessee") entered into a Tax Abatement Agreement (the "Tax Abatement Agreement"), whereby the County granted to Assignor and Lessee, at rates and in accordance with the therein described terms, a property tax abatement regarding 12.1997 acres, more or less, located within Reinvestment Zone No. 8 in Fort Bend County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, by Special Warranty Deed With Vendor's Lien dated the Effective Date and filed under Clerk's File No. 9824940 of the Official Public Records of Fort Bend County, Texas, Assignor, as the owner of the Property, granted, sold and conveyed the Property to Assignee;

WHEREAS, Assignor desires to assign to Assignee all of its rights under the Tax Abatement Agreement to Assignee;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN and TRANSFER to Assignee all of Assignor's (i) rights under the Tax Abatement Agreement, and (ii) all benefits and privileges of Assignor thereunder, but subject to all of the terms, representations, provisions, conditions, reservations and limitations set forth in the Tax Abatement Agreement.

Assignor warrants that the Tax Abatement Agreement is presently in full force and effect according to its terms.

Assignee, by its execution below, hereby accepts this Assignment and agrees to assume and perform all of the terms, duties and obligations to be performed by Assignor under the Tax Abatement Agreement after the Effective Date.

This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

EXECUTED by all parties on the dates set forth below, to be effective for all purposes on the Effective Date.

Assignor:

Midway NEC Partners, L.P.,
a Texas limited partnership

By: Midway NEC I, Inc., a
Texas corporation, its
general partner

By: [Signature]
Name: CAROLYN K. FARRER
Title: MANAGER
Date: August 09, 1998

Assignee:

Opal Partnership Limited, a Texas
limited partnership

By: 13100 Promenade, Inc., a
Texas corporation

By: [Signature]
Name: MAX N. JERZSTEIN
Title: PRESIDENT
Date: August 28, 1998

EXHIBIT "A"

Being all of Unrestricted Reserve "B" of Freeport Southwest, Section One, an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No(s). 1616/A of the Map Records of Fort Bend County, Texas, and being 12.1997 acres of land, more or less, out of the William Stafford Survey, Abstract No. 89, in Fort Bend County, Texas, and being more particularly described by metes and bounds as follows:

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THENCE: North 00deg 03 min 05 sec West a distance of 649.00 feet to a 5/8-inch iron rod set for the Northwest corner of the herein described tract or parcel, said point being in the common line between said Freeport Southwest Section One and Greenbriar Southwest Section 3 as recorded in Volume 22, Page 33 of the F.B. C.P.R.;

THENCE: North 89 deg 56 min 55 sec East along said common line a distance of 816.50 feet to the POINT OF BEGINNING;

Said tract or parcel containing 531,419 square feet or 12.1997 acres, more or less.



COUNTY ATTORNEY
Fort Bend County, Texas

#12

BEN W "Bud" CHILDERS
County Attorney

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

September 23, 1998

The Honorable Michael D Rozell
County Judge
Fort Bend County

Re AT&T Long Distance Credit Release

Dear Judge Rozell

This office has reviewed the attached Release between the County and AT&T. The Release is approved as to form. Please place this matter on the September 29, 1998 agenda for consideration by Commissioners Court.

Very truly yours,

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

James Stavinoha, Assistant County Attorney

/lj cover let 1472-

xc Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
Arlene Kirkpatrick, Telecommunications

orig picked up by Kathy at Telecom on 10/1/98 jmc



TELECOMMUNICATIONS DEPARTMENT

FORT BEND COUNTY, TEXAS

ARLENE KIRKPATRICK
Supervisor

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

MEMORANDUM

TO: Ben W. "Bud" Childers, County Attorney

FROM: Arlene Kirkpatrick, Telecommunications Supervisor *Arlene*

SUBJECT: AT&T Long Distance Credit Release

DATE: September 18, 1998

I am writing to request your assistance in reviewing and submitting for Commissioners Court approval the attached AT&T Long Distance credit release document. Please note the October 12, 1998 deadline for this document to be signed and returned to AT&T

Under the old AT&T contract, if the County did not meet the \$5,000.00 a month commitment at the end of the year, AT&T's "true-up" would be processed and the County would owe the difference. AT&T and the County both did not meet the time-frame originally for the project, therefore, AT&T agreed to wave the "true-up" costs and the County change the contract to \$3,000.00 a month. The County processed the addendum and now AT&T is submitting the credit release of the "true-up" costs. This will clear up the billing issue of the \$11, 862 48 outstanding charge

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

Attachment

xx: Wythel Elbert, Account Executive, AT&T

**THE ATTACHED LEGAL RELEASE DOCUMENT HAS AN EXPIRATION
DATE. IF THE CUSTOMER DOES NOT SIGN THE DOCUMENT BY THE
DATE SPECIFIED, THE CLAIM WILL BE DENIED AND CLOSED.**

**** Please do not alter the document in any way. If the Customer wishes to make a
change, it will require the approval of the AT&T UniPlan Product House and the
AT&T Law Department.**

**** Please note the return address listed at the bottom of this page. The original document
must be returned by the **ACCOUNT TEAM**.**

**** The AT&T Customer Satisfaction and Resolution Office will, upon return of the
original unaltered document, complete with all required signatures (Customer,
Branch Manager/Sales Vice President as indicated) , process the adjustments
that have been approved by the AT&T UniPlan Product House and the
AT&T Law Department.**

**** The Branch will be notified upon completion.**

**** The Account Team is responsible for placing all required orders and also for any
follow-up involved. The orders must specify "Per Legal Settlement Agreement",
and include waiver of all shortfall and discontinuance penalties.**

**** Direct any questions to the AT&T Customer Satisfaction and Resolution Office
(INTERNALS ONLY). DO NOT CALL WITH THE CUSTOMER
CONFERENCED IN, OR FROM A SPEAKER PHONE AT THE
CUSTOMER'S PREMISES. The Customer Satisfaction and Resolution Office
works with Internals only.**

**MAIL THE DOCUMENT TO: AT&T Middle Markets
Customer Satisfaction and
Resolution Office
% Frank Novak
5500 Corporate Drive
Pittsburgh, PA 15237-5848**

**AT&T PROPRIETARY (RESTRICTED)
Solely for Authorized Persons having a need to know
Use Pursuant to Company Instructions**

RELEASE

Fort Bend County, located at 301 Jackson, Richmond TX 77469 ("Customer"), in consideration of a credit of \$11,862.48 as well as other good and valuable consideration from AT&T Corp. ("AT&T"), does hereby release and forever discharge AT&T and its shareholders, affiliates, subsidiaries, employees, officers, directors, successors and assigns, from all claims, damages, costs, expenses, and liabilities which Customer now has or may have, whether known or unknown, relating to or arising out of a particular claim in connection with UniPlan Service under Account Number 171-780-4837-146 which has occurred on or before the date of this Release. This credit shall not be redeemed, in whole or part, for cash.

Customer agrees not to reveal the existence or provisions of this Agreement to any third party or to any employee not having a need to know of the Agreement unless compelled by law, regulation, a court or government agency of competent jurisdiction, or its financial reporting obligations

It is understood and agreed that this Release sets forth the entire consideration and is in compromise of a disputed claim and is not an admission of liability on the part of AT&T.

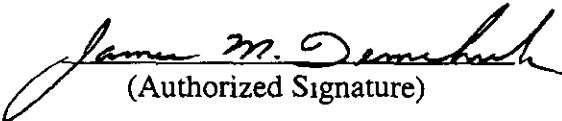
This Release is freely and voluntarily executed. Customer has not executed this Release under any hardships, duress or undue influence by any person or entity whatsoever.

This Release constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, or preliminary agreements.

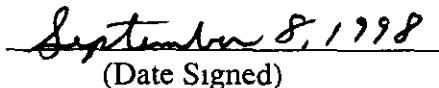
IN WITNESS WHEREOF, the Customer has caused this Release to be signed by its duly authorized corporate representative on this _____ day of _____, 1998

AT&T CORPORATION

FORT BEND COUNTY

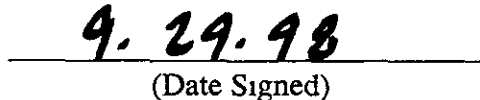

(Authorized Signature)

James Demchuk, District Mgr
(Typed or Printed Name & Title)

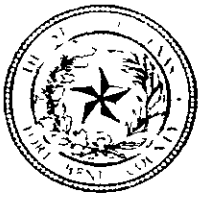

(Date Signed)


(Authorized Signature)

(Typed or Printed Name & Title)


(Date Signed)

** VOID UNLESS SIGNED
BY OCT. 12, 1998 **



COMMUNITY DEVELOPMENT

Fort Bend County, Texas

Marilynn Kindell
Director

(281) 341-4410
Fax (281) 341-3762

MEMORANDUM

TO: Commissioners Court

FROM: Marilyn Kindell

DATE: September 23, 1998

RE: Commissioners Court Agenda

SEP 23 1998
#13

Background

On July 7, 1998, Commissioners Court approved Fort Bend County's FY 1998 Consolidated Action Plan for the planning and application aspects of the Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), and HOME Investment Partnerships (HOME) programs. The U.S. Department of Housing and Urban Development has approved Fort Bend County's Consolidated Action Plan. Attached are the FY 1998 Grant Agreement and Funding Approval forms for each of the following programs:

1.	Community Development Block Grant	\$1,875,000
2.	Emergency Shelter Grant	86,000
3.	HOME Investment Partnerships	399,000

Request

Commissioners Court is requested to consider and approve the FY 1998 Grant Agreements and Funding Approvals between Fort Bend County and HUD for the above-mentioned programs and authorize the County Judge to execute same.

cc Bud Childers w/attachment
Robert Grayless w/attachment
Jim Edwards w/attachment

cdbggen/formltrs/commagda

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

1 Name of Grantee (as shown in Item 5 of Standard Form-424)	3 Grantee's 9-Digit Tax ID Number	4 Date Use of Funds May Begin
Fort Bend County, Texas	746001969	09/01/98
2 Grantee's Complete Address (as shown in Item 5 of Standard Form-424)	5a Project / Grant Number 1	6a Amount Approved
	B-98-UC-48-0004	1,875,000
	5b Project / Grant Number 2	6b Amount Approved
	5c Project / Grant Number 3	6c Amount Approved

Grantee (signature, name, title, date)

Michael D. Rozell, County Judge

7 Check Only One Category of Title I Assistance for this Funding Action		8 Special Conditions (check one)		9a Date HUD Received Submission 07/13/98		10 Check One a Orig Funding Approval		X
a Entitlement Sec106(b)		X		9b Date Grantee Notified SEP 17 1998		b Amendment		
b State-Administered Sec 106(d)(1)		None		9c Date of Start of Program Year 10/01/98		c Amendment Number		
c HUD-Administered Small Cities Sec 106(d)(2)(B)		Attached X						
d Indian CDBG Programs Sec 106 (a)(1)				11 Amount of Community Development Block Grant				
e Surplus Urban Renewal Funds, Sec 112(b)								
f Special Purpose Grants Sec 107				a Funds Reserved For This Grantee				
g Loan Guarantee Sec 108				b Funds Now Being Approved				
				c Reservation To Be Cancelled (11a minus 11b)				
				FY 98		FY		FY
				1,875,000				

12b Name & Complete Address of Public Agency

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

TAC																																
Batch					Program	Y	A	Reg	Area	Document No			Project Number			Category	Amount	Effective Date	F													
	1	5	3										E	98	UC	48	0004		1,875,000	09/01/98												
	1	7	6																													

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

Funding Approval and HOME Investment Partnership Agreement

and Urban Development
Office of Community Planning
and Development

Title II of the National Affordable Housing Act

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

Public reporting burden for this collection of information is estimated to average 1 0 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Office, Office of Information Policies and Systems, U S Department of Housing and Urban Development, Washington, D C 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2501-0013), Washington, D C 20503. Do not send this completed form to either of these addressees.



1 Participant Name & Address. Fort Bend County, Texas 301 Jackson St., Suite 740 Richmond, TX 77469		2 Participant Number M98-UC480216
		3 Tax Identification Number 746001969
4a HUD Geographic Locator Code No b County Code 157	5 Appropriation Number 86 x 0205	6 Funding Approval Number 1
		7 FY 1998

8 Previous Obligation	\$
a. Regular Funds	
b. Community Housing Development Organization Reallocation	
9 Current Transaction	\$ 399,000
a. Regular Funds	399,000
b. Community Housing Development Organization Reallocation	
10 Revised Obligation	\$ 399,000
a. Regular Funds	399,000
b. Community Housing Development Organization Reallocation	

11 Special Conditions (check applicable box)	<input checked="" type="checkbox"/> a. Not applicable		12 Congressional Release Date
	<input type="checkbox"/> b. Attached		SEP 17 1998

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

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

For the U S Department of Housing and Urban Development (Name and Title) Katie S. Worsham, Director Community Planning and Development	Signature  Carlos R. Renteria	Date 17 1998
For Participating Jurisdiction/Entity (Name and Title of Authorized Official) Michael D. Rozell, County Judge Fort Bend County, Texas	Signature  Michael D. Rozell	Date 9-29-98

form HUD-40093 (4/90)

Five (5) copies of this Agreement (HUD-40093) should be signed as originals by the appropriate HUD official. One (1) copy should be held by the Community Planning and Development Division for informational purposes, one (1) copy should be sent to the Regional Accounting Division (RAD) for recording the obligation, and three (3) copies should be sent to the jurisdiction (or entity) for signature. The jurisdiction (or entity) should be requested to sign all copies and keep one (1) copy for its records and to return two (2) copies signed as originals to the HUD Field Office. One (1) of the signed copies should be sent to the RAD for recording the contract and one (1) should be kept for the CPD office files.

- 1 **Participant Name and Address.** Enter the participating jurisdiction's (or entity's) name and address as shown in Item 4 of Standard Form 424.
- 2 **Participant Number.** Enter the participant number assigned by the HUD Field Office for the participating jurisdiction (or entity). If the participating jurisdiction (or entity) has received funds in a prior year, use the same number, changing only the fiscal year.
- 3 **Tax Identification Number.** Enter the Tax (Employer) Identification Number (TIN) shown in Item 6 of Standard Form 424. For jurisdictions (or entities) that are already participating in the HOME Program, this must be the TIN associated with the jurisdiction (or entity) for the HOME Program.
- 4 **a. HUD Geographic Locator Code No.** Enter the appropriate HUD Geographic Locator Code available from the Geographic Codes System Directory (See computer print-out D-71AAC). For State participating jurisdictions, leave blank.
b. County Code. Enter the appropriate County Code available from the Geographic Codes System Directory (See computer print-out D-71AAC). For State participating jurisdictions, leave blank.
- 5 **Appropriation Number.** Enter the Appropriation Number from the HUD-185.1 sub-assigning funds for the Fiscal Year source of funds for this transaction.
- 6 **Funding Approval Number.** Enter the appropriate funding approval number starting with "1" for the first funding action and numbering consecutively thereafter. Funding approvals may be for the purpose of processing original obligations, reallocating funds or deobligating funds.
- 7 **Fiscal Year.** Indicate the fiscal year source of funds for this transaction. Only funds from this fiscal year are to be included in this transaction. (A separate form will be completed for each FY's funds.)
- 8 **Previous Obligation.** Enter the total amount of funds that have been previously obligated for this participant for this FY source of funds. If this is the funding approval form for the participant's initial allocation for the fiscal year, the amount previously obligated will be "0." If this is a funding approval form for reallocating or deobligating funds, enter the amount from line 10 of the previous funding approval form.
a. Regular Funds. Enter the total amount of funds previously obligated to the participant except for those funds that have been reallocated for Community Housing Development Organizations (Item 8 less Item 8.b). If this is the funding approval form for the participant's initial allocation for the fiscal year, the amount will be "0." If this is a funding approval form for reallocating or deobligating funds, enter the amount from line 10 a (Regular Funds) of the previous funding approval form. Note: On the 12/91 version of the HUD-40093, Regular Funds were reported on line 10 b.

- b. Community Housing Development Organization Reallocation.** Enter the amount of funds previously obligated to the participating jurisdiction for Community Housing Development Organizations. If this is the funding approval form for the participant's initial allocation for the fiscal year, the amount will be "0." If this is a funding approval form for reallocating or deobligating funds previously reallocated for Community Housing Development Organizations, enter the amount from line 10 b of the previous funding approval form. Note: On the 12/91 version of the HUD-40093, Community Housing Development Organization Reallocation funds were reported on line 10 c.
- 9 **Current Transaction.** Enter the total amount of funds for this action. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount deobligated.
a. Regular Funds. Of the amount of funds indicated in item 9, indicate the amount that is "regular funds" (item 9 less 9 b). If none, enter "0." Note: Competitive reallocations, except for Community Housing Development Organization reallocation funds, are to be reported on line 9 a. The Field Office is to identify competitive reallocation funds by writing "Competitive Reallocation" in the space provided. There are two types of competitive reallocations which would be reported on this line. First, if a State fails to receive its HOME allocation or has its funds revoked, the funds are reallocated by competitive reallocation to localities within the State. Second, if a local jurisdiction eligible for a formula allocation fails to receive its allocation or has its funds revoked and the jurisdiction is located in a State that is not a participating jurisdiction, the funds are reallocated by competitive reallocation to units of general local government and Community Housing Development Organizations within the State.
b. Community Housing Development Organization Reallocation. Of the amount indicated in item 9, indicate the amount, if any, that is a reallocation, or a deobligation of funds previously reallocated, for Community Housing Development Organizations. Community Housing Development Organization reallocations should be reported on this line if it's a reallocation to a participating jurisdiction for Community Housing Development Organizations. Note: Community Housing Development Organization Reallocation funds are recaptured by HUD and are available for reallocation if within 24 months of obligation to a participating jurisdiction, at least 15 percent of the participating jurisdiction's allocation is not reserved by written agreement for Community Housing Development Organizations.
 - 10 **Revised Obligation.** Enter the total amount of funds available to the jurisdiction (or entity) after this transaction (Item 8 plus/minus Item 9).
a. Regular Funds. Enter the total amount of regular funds available to the jurisdiction (or entity) after this transaction (Item 8 a plus/minus Item 9 a).
b. Community Housing Development Organization Reallocation. Enter the total amount of funds available to the participating jurisdiction as a reallocation for Community Housing Development Organizations after this transaction (Item 8.b plus/minus Item 9 b).
 - 11 **Special Conditions.** Check appropriate box and, if applicable, attach any special conditions that are part of the Agreement.
 - 12 **Congressional Release Date.** Enter the Congressional release date (which is to be the date of the letter notifying the participating jurisdiction (or entity) of the award and the date the Agreement was signed by HUD).

1. NAME OF APPLICANT Fort Bend County, Texas		2. GRANT NUMBER S-98-UC-48-0003																																						
3. APPLICANT ADDRESS (Include Street, City, County, State, and Zip Code) 301 Jackson St., Suite 740 Richmond, TX 77469		4. DATE OF APPLICATION 7-7-98																																						
		5. DATE APPLICATION RECEIVED BY HUD 7-13-98																																						
		6. FUNDING APPROVAL <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO. _____																																						
7. AMOUNT OF EMERGENCY SHELTER GRANTS PROGRAM FUNDS APPROVED a. Amount of ESCP Funds Currently Reserved for this Applicant\$ 86,000 b. Amount of ESCP Funds Now Being Approved for this Applicant\$ 86,000 c. Amount of Reservation to be Cancelled (Line 7a minus 7b)\$ -0-																																								
8. SPECIAL CONDITIONS (Check applicable box) a. <input checked="" type="checkbox"/> Not Applicable b. <input type="checkbox"/> Attached																																								
9. DATE APPLICANT NOTIFIED FUNDING HAS BEEN AUTHORIZED: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Director for Community Planning and Development </div> <div style="text-align: right;"> Carlos R. Renteria </div> </div> </div>																																								
TITLE <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>																																								
DATE <div style="text-align: center; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; display: inline-block; transform: rotate(-15deg);"> SEP 17 1998 </div> </div>																																								
HUD ACCOUNTING USE ONLY																																								
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**LOCAL GOVERNMENT GRANT AGREEMENT
EMERGENCY SHELTER GRANTS PROGRAM**

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

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

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

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

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

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

The Grantee must comply with requirements for recordkeeping and annual performance reporting to HUD within 90 days after the close of its consolidated program year, as required by 24 CFR 91.520 This includes the periodic information collected through HUD's Integrated Disbursement and Information System (IDIS) The Grantee's IDIS reporting must include information on grant activities, project sponsors, project sites, and beneficiaries (including racial and ethnic data on participants) This information will be used for program monitoring and evaluation purposes

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

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By


Signature **Carlos R. Renteria**

Fort Bend County, TX

Grantee

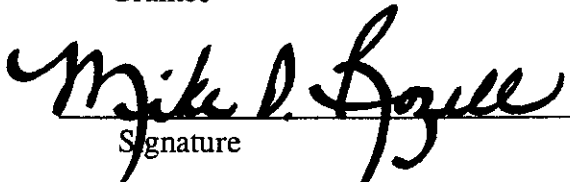
for

Director,
Community Planning & Development

Title

SEP 17 1998

Date

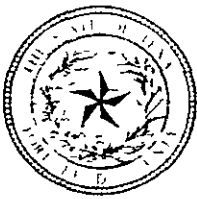

Signature

County Judge

Title

Date

9-29-98



COUNTY ATTORNEY

Fort Bend County, Texas

BEN W "Bud" CHILDERS
County Attorney

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

TO Marilynn Kindell
 Director, Community Development

FROM Portia Poindexter *PP*

DATE 9/23/98

SUBJECT Grant Agreements

We have reviewed the enclosed Agreements for year 1998 CDBG, Emergency Shelter Grant and Home Investment Partnerships and approve same as to legal form

/s/ commdev mem 2766

COUNTY OF FORT BEND

Engineering Department

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

D. Jesse Hegemier
County Engineer

1124 Blume Road
Phone: (713) 342-3039

REVIEW FORM

On September 22, 1998, the County Attorney's Office reviewed the following Bonds

Bond Rider No 18-93-63 for Villages of Avalon, Sec 1 reducing the amount of the bond from \$300,800 to \$124,217 00,
Bond Rider No 18-93-64 for Villages of Avalon, Sec 2 reducing the amount of the bond from \$235,700 00 to \$94,653,
Bond Rider No 18-94-91 for Waters of Avalon Sec 2 reducing the amount of the bond from \$159,425 00 to \$57,254 90

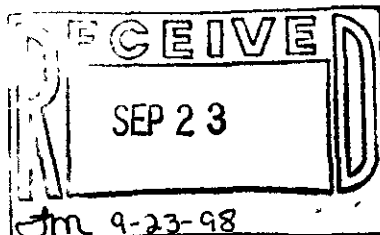
Comments Approved as to legal form

Please have the Fort Bend County Risk Management Department verify that the Sureties are acceptable



Portia Poindexter
First Assistant County Attorney

Misc/ review txt 3429 dj



COUNTY OF FORT BEND

Engineering Department

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

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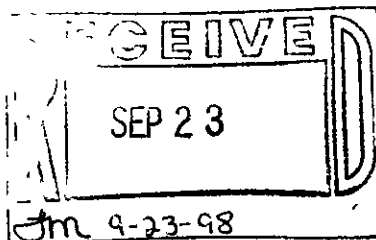
Comments Approved as to legal form

Please have the Fort Bend County Risk Management Department verify that the Sureties are acceptable



Portia Poindexter
First Assistant County Attorney

Misc/ review txt 3429 dj



DECREASE RIDER

To be attached to and form a part of Paving for Public Streets Within Avalon -
Villages of Avalon Section One
Bond Number 18-93-63
issued by American Home Assurance Company
on behalf of Monarch Developments of Texas, Inc , as Principal
in favor of Michael D. Rozell, County Judge of Fort Bend County, Texas and
or his successors in office
effective December 15, 1997

IT IS HEREBY UNDERSTOOD AND AGREED, That

The penal sum of this bond is decreased from THREE HUNDRED THOUSAND EIGHT
HUNDRED AND NO/100THS Dollars (\$300,800 00)

to ONE HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED SEVENTEEN AND
NO/100THS Dollars (\$124,217 00) effective August 28, 1998

Nothing herein contained shall vary, alter or extend any provision or condition of this bond
except as herein expressly stated

Signed, sealed and dated this 28th day of August, 1998

MONARCH DEVELOPMENTS OF TEXAS, INC

By 

AMERICAN HOME ASSURANCE COMPANY

By 

Jack M. Woodruff, Attorney in Fact

ACCEPTED BY,
MICHAEL D. ROZELL, COUNTY JUDGE OF FORT BEND
COUNTY, TEXAS

By 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

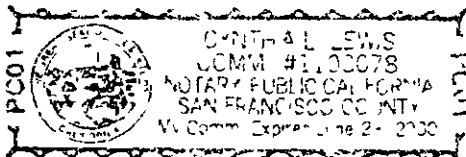
County of San Francisco

On August 28, 1998 before me, Cynthia L. Lewis, Notary Public

personally appeared * * * * * Jack M Woodruff * * * * *

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument



WITNESS my hand and official seal

Cynthia L. Lewis
Signature of Notary

KNOW ALL MEN BY THESE PRESENTS

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa, a Pennsylvania corporation, does each hereby appoint

---Terry J Moughan, Jack M Woodruff, John R Lamberson, Cynthia L Lewis, Donna M Gergurich, Susan Gannuscio,
Patrick T Moughan: of San Francisco, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa have each executed these presents

this 2nd day of March, 1998



Lawrence W Carlstrom
Lawrence W Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, PA
Vice President, American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 2nd day of March, 1998 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office

DEBORAH A. HAYMAN
Notary Public, State of New York
No 01HA5081428
Qualified in Suffolk County
Commission Expires June 30, 1999

Deborah A Hayman

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa on May 18 1976

"RESOLVED that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business,

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof

"RESOLVED that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact "

I Elizabeth M Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh Pa do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations and the Powers of Attorney issued pursuant thereto are true and correct and that both the Resolutions and the Powers of Attorney are in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 28th day of August, 1998



Elizabeth M Tuck
Elizabeth M Tuck, Secretary

DECREASE RIDER

To be attached to and form a part of Paving for Public Streets Within Avalon -
Villages of Avalon Section Two
Bond Number 18-93-64
issued by American Home Assurance Company
on behalf of Monarch Developments of Texas, Inc., as Principal
in favor of Michael D Rozell, County Judge of Fort Bend County, Texas and
of his successors in office
effective December 15, 1997

IT IS HEREBY UNDERSTOOD AND AGREED, That

The penal sum of this bond is decreased from TWO HUNDRED THIRTY FIVE
THOUSAND SEVEN HUNDRED AND NO/100THS Dollars (\$235,700 00)
to NINETY FOUR THOUSAND SIX HUNDRED FIFTY THREE AND NO/100THS
Dollars (\$94,653 00) effective August 28, 1998

Nothing herein contained shall vary, alter or extend any provision or condition of this bond
except as herein expressly stated

Signed, sealed and dated this 28th day of August, 1998

MONARCH DEVELOPMENTS OF TEXAS, INC

By 

AMERICAN HOME ASSURANCE COMPANY

By 

Jack M Woodruff, Attorney in Fact

ACCEPTED BY,
MICHAEL D ROZELL, COUNTY JUDGE OF FORT BEND
COUNTY, TEXAS

By 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

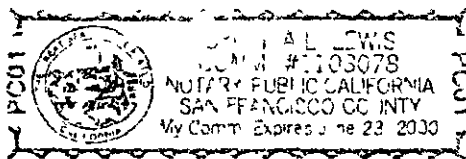
County of San Francisco

On August 28, 1998 before me, Cynthia L. Lewis, Notary Public

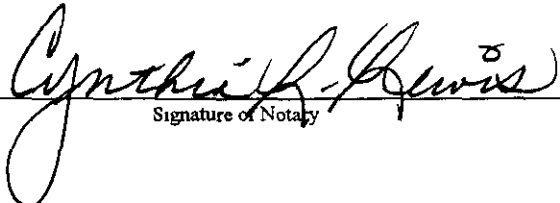
personally appeared * * * * * Jack M. Woodruff * * * * *

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument



WITNESS my hand and official seal


Signature of Notary

KNOW ALL MEN BY THESE PRESENTS

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa, a Pennsylvania corporation, does each hereby appoint

---Terry J Moughan, Jack M Woodruff, John R Lamberson, Cynthia L Lewis, Donna M Gergurich, Susan Gannuscio,
Patrick T. Moughan of San Francisco, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa have each executed these presents

this 2nd day of March, 1998



Lawrence W Carlstrom
Lawrence W Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, PA
Vice President, American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 2nd day of March, 1998 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh Pa, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office

DEBORAH A. HAYMAN
Notary Public, State of New York
No. 01HA5081428
Qualified in Suffolk County
Commission Expires June 30, 1999

CERTIFICATE

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"RESOLVED that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof

"RESOLVED that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof said date to be not later than the date of delivery thereof by such Attorney-in-Fact "

I, Elizabeth M Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh Pa do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 28th day of August, 1998



Elizabeth M Tuck
Elizabeth M Tuck, Secretary

DECREASE RIDER

To be attached to and form a part of Avalon - Waters of Avalon Section Two
Bond Number 18-94-91
issued by American Home Assurance Company
on behalf of Monarch Developments of Texas, Inc , as Principal
in favor of Michael D Rozell, County Judge of Fort Bend County, Texas and
or his successors in office
effective April 17, 1998

IT IS HEREBY UNDERSTOOD AND AGREED, That

The penal sum of this bond is decreased from ONE HUNDRED FIFTY NINE THOUSAND
FOUR HUNDRED TWENTY FIVE AND NO/100THS Dollars (\$159,425 00)
to FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY FOUR AND 90/100THS Dollars
(\$57,254 90) effective August 28, 1998

Nothing herein contained shall vary, alter or extend any provision or condition of this bond
except as herein expressly stated

Signed, sealed and dated this 28th day of August, 1998

MONARCH DEVELOPMENTS OF TEXAS, INC

By 

AMERICAN HOME ASSURANCE COMPANY

By 

Jack M Woodruff, Attorney in Fact

ACCEPTED BY,
MICHAEL D ROZELL, COUNTY JUDGE OF FORT BEND
COUNTY, TEXAS

By 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

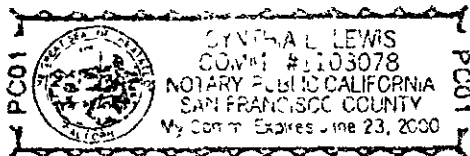
County of San Francisco

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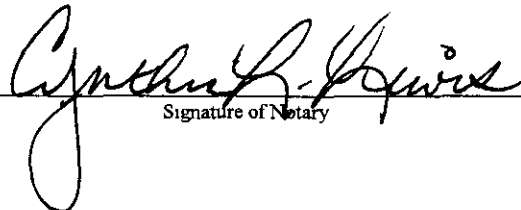
personally appeared * * * * * Jack M Woodruff * * * * *

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument



WITNESS my hand and official seal


Signature of Notary

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--Terry J. Moughan, Jack M Woodruff, John R Lamberson, Cynthia L Lewis, Donna M Gergurich, Susan Gannuscio,
Patrick T Moughan of San Francisco, California--

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby

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this 2nd day of March, 1998



Lawrence W Carlstrom
Lawrence W Carlstrom, Senior Vice President
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Vice President, American Home Assurance Company

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COUNTY OF NEW YORK }ss

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DEBORAH A. HAYMAN
Notary Public, State of New York
No. 01HA5081428
Qualified in Suffolk County
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Deborah A Hayman

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"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof,

RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact "

I, Elizabeth M Tuck Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh Pa do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto are true and correct and that both the Resolutions and the Powers of Attorney are in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 28th day of August 1998



Elizabeth M Tuck
Elizabeth M Tuck, Secretary



COUNTY ATTORNEY

Fort Bend County, Texas

BEN W. "Bud" CHILDERS
County Attorney

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

September 22, 1998

Honorable Michael D Rozell
County Judge

Re Community Based Instructional Agreement Between Fort Bend ISD and Fort Bend County
Mamie George Branch Library

Dear Judge Rozell

Enclosed please find five (5) originals of the above referenced agreement. This is a renewal of a previous agreement under which the Library provides training in various positions to FBISD students. The County does not assume any liability and FBISD agrees to indemnify the County for any losses incurred.

The agreement has been reviewed by this office and is approved as to form. Please place this matter on the September 30, 1998 Agenda for consideration by Commissioners Court.

Very truly yours,

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

James Stavinoha
Assistant County Attorney

cc Commissioner R L "Bud" O'Shieles, Pct 1
Commissioner Grady Prestage, Pct 2
Commissioner W A "Andy" Meyers, Pct 3
Commissioner Bob Lutts, Pct 4
Roman Bohachevsky, Library Director

JS am/fbisd ltr(2479-T)

Orig ret'd to Norma Jandry w/ Library 10/20/98 Jm

301 Jackson, Suite 621 • Richmond, Texas 77469-3108

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE THE AGREEMENT

Between

FORT BEND COUNTY

And

FORT BEND INDEPENDENT SCHOOL DISTRICT

On this the 29 day of September, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage duly put and carried,

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute the Agreement with Fort Bend ISD for a community based training program Agreement is attached hereto for all purposes as though fully set forth herein word for word

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

This agreement between Fort Bend Independent School District and Mamie George Branch Library is for the implementation of a community based training program for the Dulles High School Adult Program to benefit persons within the community. The term of this agreement shall be for the school year 1998-99, beginning September 1, 1998, and ending May 27, 1999 ⁹⁹ ^{mm}

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

AGENCY RESPONSIBILITIES

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

BUSINESS RESPONSIBILITIES

- 1 Through prearranged scheduling with the Fort Bend campus staff, Mamie George Branch Library will designate space for the job team and trainers to work.
- 2 Designate specific job tasks to be completed at the community based training site. These responsibilities should sample a wide range of entry-level jobs and not limited training to one particular entry level position.
- 3 Provide information to the High School Adult Program regarding health records required for their employees.
- 4 The Mamie George Library will replace and/or repair materials used by the job team just as it would replace and/or repair materials used by their employees.
- 5 The Mamie George Library will secure or arrange for emergency or hospital care needed, by the student or trainer, while at the facility just as they would for any of their employees. In securing or providing for emergency care, responsibility for treatment or related expenses remains with the parents or guardian of the student.

ADDITIONAL ASSURANCES

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

FORT BEND INDEPENDENT SCHOOL DISTRICT

By



Campus Principal

Date

9/98

MAMIE GEORGE LIBRARY

By



Mamie George Representative

Date

9-29-98

AGENDA FOR 09/29/98

#17
DRAFT
#1

TO: MANDY

FROM: PAULETTE, ENGINEERING

- 1. CONSIDER APPROVING THE PLATS FOR SIENNA VILLAGE OF WATERS LAKE SECTION 2, SIENNA STEEP BANK VILLAGE SECTION 4 AND SIENNA STEEP BANK VILLAGE SECTION 3, PCT.2.**
- 2. CONSIDER APPROVING THE PLAT FOR CINCO RANCH CANYON GATE, SECTION 3, PCT.3.**
- 3. CONSIDER APPROVING APPLICATION FROM PHILLIPS PETROLEUM COMPANY TO CONDUCT SEISMIC PROGRAM ALONG COUNTY ROADS AND DITCHES, BUT WITH NO CABLES CROSSING ROADS AND DITCHES, PCTS 1,3, & 4.**

NWPDATA\LETTERS\ADMIN\AGENDA\092998.AM

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

#1713

On this 29 day of SEPTEMBER, 19 98, before the
Fort Bend County Commissioners Court came on to be heard and reviewed the
accompanying notice of PHILLIPS PETROLEUM COMPANY
Job Location COUNTY ROADS & COUNTY DITCHES PLOTS 1, 3, & 4
Dated 9-22-98 Bond No. 5830451, Permit No. 82002

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

Notes

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

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

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

By D. Jesse Hegmann
County Engineer
By David E. Etkin
Drainage District Engineer/Manager

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

— Clerk of Commissioners Court

By Linda Munoz
Deputy

Revised 3/16/98

COUNTY OF FORT BEND

Engineering Department

P O Box 1449
Rosenberg, TX 77471-1449

Sidney M Shaver
Permit Administrator

1124 Blume Rd
Phone (281)342-3039

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

PERMIT NO 82002

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 5830451
 - _____ 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) Mark Voda
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements

Sidney M Shaver
Sidney M Shaver, Permit Administrator

8-22-98
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. P-MR71
PERMIT NO. 82002 PCT. NO. 1,3,4
BOND NO. 5830451

Formal notice is hereby given that Phillips Petroleum Company
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
: "SEE ENCLOSED"	:	:	:
:	:	:	:
:	:	:	:

Along Roads and/or Drainage Ditches

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

General Description

Shot Hole Lines Run North & South On The Enclosed Grid.

Cable Lines Run East & West.

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: Phillips Petroleum Co.
AGENT and/or OWNER

Joe Myrick
(Signature)

NAME & TITLE Joe Myrick / Permit Agent
(Please Print)

DATE: September 11, 1998

ADDRESS: P. O. Box 1101
(Street/P.O. Box)

Rosenberg, Texas 77471
City State Zip

TELEPHONE NO: 281-342-7721 EXT. 116
(accessible 24 hrs/day, 7 days/week)

REV. 4/8/91

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



PHILLIPS PETROLEUM COMPANY

HOUSTON TEXAS 77251-1967
BOX 1967

WORLDWIDE EXPLORATION DIVISION

BELLAIRE, TEXAS 77401
6330 WEST LOOP SOUTH
PHILLIPS BUILDING

"ROADS TO BE CROSSED"

1. Madden
2. Harlem
3. Providence
- 4.
5. Bellaire
6. Morton
7. Peek
8. Mason
9. Fry Blvd. Rd
10. Katy-Gaston
11. Stratsbourough
12. Greenbusch
13. Roesner
14. Pih Oak
15. Crossover
16. Corbitt
17. Saddlebrook
18. Falcoun Point
19. Bay Hill
20. Saddlespur
21. Sandi
- X 22. Willow Creek
23. Lakeview
24. Cedar
25. Karen
26. Tina
27. Hunter
- X 28. Sam Robinson
29. Meadow
30. Willow
31. Prairie
32. Dewberry
33. Fulsher-Katy
34. Nettlebrook
35. Wessendorpe
36. Roper
37. Gajesky
38. Ayler
39. Johnson
40. Bowser
- X 41. Windbrusch
- X 42. Waterbeck
- X 43. Whitburn Trail
- X 44. Wentworth
- X 45. Winster



PHILLIPS PETROLEUM COMPANY

HOUSTON, TEXAS 77251-1967
BOX 1967

WORLDWIDE EXPLORATION DIVISION

BELLAIRE, TEXAS 77401
6330 WEST LOOP SOUTH
PHILLIPS BUILDING

"ROADS TO BE CROSSED"

- X 46. Westerdale
- 47. James
- X 48. Montgomery
- 49. Bois D Arc
- 50. Walker
- X 51. Lea
- 52. Oak
- X 53. Terry
- 54. Shady
- 55. Country
- X 56. Red Bird
- 57. McKinnon
- 58. Fulsher-Gaston
- 59. Hidden Lake
- 60. Richmond-Foster
- X 61. Kitty Hawk
- 62.
- 63. Briscoe
- X 64. Winner-Foster
- 65. Caleta
- X 66. Karaugh N.
- 67. Karaugh S.
- 68. Sugar Land
- X 69. Pirtle
- 70. Hartledge-Straitmore
- 72. Colony West
- 73. Swanson Lake
- X 74. Twin W.
- X 75. Creek Colony
- X 76. Old Pecan
- X 77. Carlton Oak
- 78. Oak Knoll
- 79. Riva Ridge
- 80. Broad Oaks
- 81. Cheridan
- X 82. Waterlily
- X 83. Water Lake
- 84. Cypress Green
- X 85. Skinner Ridge
- 86. Skinner
- X 87. Creekside
- 88. Dawn
- 89. Empress
- 90. McCrary



PHILLIPS PETROLEUM COMPANY

HOUSTON TEXAS 77251 1967
BOX 1967

WORLDWIDE EXPLORATION DIVISION

BELLAIRE, TEXAS 77401
6330 WEST LOOP SOUTH
PHILLIPS BUILDING

"ROADS TO BE CROSSED"

- 91. Precinct Line
- 92. Brynmawr
- X93. Candria
- 94. Holmes
- 95. Robertson
- 96. Cherry Ridge
- 97. Dogwood Trail
- 98. Willow Way
- 99. Pecan Creek



PHILLIPS PETROLEUM COMPANY

HOUSTON, TEXAS 77251-1967
BOX 1967

WORLDWIDE EXPLORATION DIVISION

BELLAIRE, TEXAS 77401
6330 WEST LOOP SOUTH
PHILLIPS BUILDING

"NAME OF DITCH-CREEK & OR NUMBER"

1. Long Point Slough
2. Moore Gully
3. Andrus Creek
4. Rosenbush Ditch
5. Fulcher Creek
6. Duvall Ditch
7. Cooley Ditch
8. Orchard Creek
9. Buffalo Bayou
10. Jones Creek
11. Brazos River
12. Ressies Creek
13. Sandy Branch
14. Little Prong
15. V A-14
16. V A-9
17. V A-13
18. V A-12
19. V A-10
20. V A-4
21. V A-16
22. V A-3
23. V A-3-b-1
24. V A-3-B
25. V A-3-b1-a
26. V A-6
27. V A-9
28. V A-5
29. II-E-10-e
30. II-E-10-F
31. II-F-11-A
32. II-E-4
33. II-E
34. II-E-5-A
35. II-E-5
36. II-E-6
37. II-E-7-A
38. II-E-10-A
39. II-E-8
40. II-E-9
41. II-E-10



PHILLIPS PETROLEUM COMPANY

HOUSTON TEXAS 77251-1967
BOX 1967

WORLDWIDE EXPLORATION DIVISION

BELLAIRE, TEXAS 77401
6330 WEST LOOP SOUTH
PHILLIPS BUILDING

"NAME OF DITCH-CREEK & OR NUMBER"

- 42. II-E-10-C
- 43. II-E-10-D
- 44. II-E-11
- 45. II-E-10-B-1
- 46. II-E-10-B
- 47. II-F-11
- 48. II-F-12
- 49. II-J-1
- 50. II-CC
- 51. II-F-9
- 52. II-F-6
- 53. II-F-7
- 54. II-F-3-C
- 54. II-F-3-9
- 55. II-CC-1
- 56. II-N
- 57. II-F-11-A



PHILLIPS PETROLEUM COMPANY

Post Office Box 1101

Rosenberg, Texas 77471

September 21, 1998

Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471

Dear Sir

Please include this letter in permit request dated September 11, 1998.

No cables will be layed across Highways Or County roads in Fort Bend County.

Thank you for your cooperation in this matter.

Phillips Petroleum Company

Joe Myrick
Joe Myrick
Permit Agent

AGENDA ITEM #18 9/29/98 Comm Lt



PARKS & RECREATION DEPARTMENT

FORT BEND COUNTY, TEXAS

DeWAYNE O. DAVIS, P E
Director

(713) 431-0131
Fax (713) 431-3079

September 17, 1998

The Honorable Michael D. Rozell
County Judge
Fort Bend County

RE: Agenda Item

Dear Judge Rozell:

Please place the following item on the September 29, 1998 consent agenda:

Consider accepting the revised metes and bounds description for the access road
easement at Kitty Hollow Park

Sincerely,

A handwritten signature in cursive script, appearing to read "DeWayne", is written over the printed name.

DeWayne Davis, Director

xc Commissioners

ACCESS EASEMENT

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

That: THE BOARD OF TRUSTEES OF THE HERMANN HOSPITAL ESTATE, a charitable trust created under the Will of George H. Hermann, Deceased (hereinafter referred to as "Grantor"), acting herein by and through its Trustees, William R. Camp, Jr., John S. Chase, Elizabeth L. Christ, Paul William Hobby, John H. Lollar, Ross D. Margraves, Jr., Walter M. Mischar, Jr., and Melinda H. Perrin, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid to Grantor by Communities Foundation of Texas, Inc., a Texas nonprofit corporation (hereinafter referred to as "Grantee"), the sufficiency of which consideration is hereby confessed and acknowledged by Grantor, has GRANTED, and by these presents does hereby GRANT unto Grantee a non-exclusive right-of-way over and across the strip of land set forth and described in Exhibit A attached hereto and made a part hereof (the "Subject Strip").

The easement herein granted to the Grantee is not a conveyance of the Subject Strip, nor any interest in and to any oil, gas, sulphur or other minerals thereunder, but grants only a non-exclusive right-of-way and easement, subject to and upon the following terms and conditions, to-wit:

(1) Grantee shall have no rights whatsoever with respect to any lands of the Grantor situated outside the boundaries of the Subject Strip.

(2) Grantee may construct a private road upon and across the entire Subject Strip, including gutters and drains, with materials and according to plans and specifications which fully comply with all current requirements of applicable governmental authorities, in order to afford vehicular and pedestrian access from the tract of land set forth and defined in Exhibit B attached hereto and made a part hereof (the "Benefitted Tract") to Texas State Highway No. 6.

(3) Any road constructed by Grantee upon the Subject Strip shall be at Grantee's sole cost and expense, and Grantee shall not mortgage or in any other manner encumber the Subject Strip or any of Grantor's other lands and shall protect, save and hold harmless Grantor, the

RETURN TO: HORNOR SHELTON
THE CHARTER TITLE COMPANY
700 LOUISIANA #3340
HOUSTON, TEXAS 77002

Subject Strip and all Grantor's other lands from and against any and all loss, cost, claims, demands, liens, mortgages and other encumbrances arising by virtue of or alleged to have arisen by virtue of furnishing labor and/or materials for the construction of said road.

(4) Grantor shall not be liable to Grantee, its successors, assigns, agents, contractors, employees or invitees, for any losses, costs, claims, demands or expenses suffered by any such person arising out of or in connection with personal injury and/or death to persons or damage to property caused or alleged to have been caused by virtue of the construction, operation or use of said road or by virtue of any condition which now or hereafter exists upon the Subject Strip.

(5) Grantee shall not construct, erect or place, nor allow the construction, erection or placing of, fences, barricades or other obstructions on the Subject Strip or on Grantor's other lands. However, Grantee shall be entitled to landscape the Subject Strip subject to Grantor's reasonable approval of all such landscaping.

(6) Grantor expressly reserves unto itself, its successors and assigns, as owner of the property set forth and described on Exhibit C attached hereto and made a part hereof (the "Adjacent Lands"), the right to use the Subject Strip and to place curb cuts in and to any road now or hereafter existing on the Subject Strip for the purpose of affording Grantor, its successors and assigns, as owners of the Adjacent Lands, means of ingress and egress to and from the Subject Strip to and from the Adjacent Lands.

(7) Grantee shall keep the Subject Strip free of all debris resulting from Grantee's use thereof and Grantor agrees to keep the Subject Strip free of all debris resulting from Grantor's use thereof.

(8) Grantee shall not use the Subject Strip for purposes other than as means of ingress to and egress from the Benefitted Tract, from and to respectively, Texas State Highway No. 6 or park motor vehicles or allow motor vehicles to be parked upon the Subject Strip.

(9) Should Grantee, its successors or assigns breach or violate any of the terms and conditions herein set forth on the part of Grantee to be kept and performed and such breach or violation shall continue unremedied by Grantee for sixty (60) days following the giving of written notice thereof by Grantor to Grantee at the address hereinbelow set forth for Grantee, or should Grantee cease to use the Subject Strip for access purposes for a period of twelve (12) consecutive calendar months, then in either such case or event the easement and all Grantee's, its successors' and assigns' right, title and interest in and to the Subject Strip and under or by virtue of this instrument, without the necessity of any re-entry (actual or constructive) upon the Subject Strip, shall immediately cease and terminate and automatically revert to and revert fully in Grantor, its successors and legal representatives.

TO HAVE AND TO HOLD the foregoing easement in and to the Subject Strip unto Grantee and Grantee's successors and assigns, forever; and Grantor binds itself, its successors and legal representatives, TO WARRANT AND FOREVER DEFEND the foregoing easement in and to the Subject Strip, together with all and singular the rights and appurtenances therunto belonging unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise and subject to all matters excepted from the warranty of title set forth in the Special Warranty Deed of even date herewith from Grantor to Grantee and pursuant to which Grantor has conveyed to Grantee the Benefitted Tract, to which Special Warranty Deed reference is hereby made for all purposes.

Notwithstanding any provision herein contained to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Subject Strip, and Grantee by Grantee's acceptance of this Access Easement accepts the physical condition of the Subject Strip "AS IS, WITH ALL FAULTS".

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ACCESS EASEMENT, GRANTOR HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ALL COVENANTS AND WARRANTIES OF TITLE OF EVERY NATURE WHATSOEVER (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE).

Grantor, as owner of the Adjacent Lands, hereby reserves the right to relocate the easement hereby granted with respect to the Subject Strip, so long as (i) Grantor grants Grantee rights substantially similar to those granted hereunder with respect to other properties and affording Grantee reasonable access to Texas State Highway No. 6 from the Benefitted Tract, and (ii) constructs, at Grantor's cost and expense, a road

AS PER ORIGINAL

2389 1897

upon such alternative tract of quality substantially equal to the quality of any road then existing upon the Subject Strip.

Each person who executes this Access Easement for and in behalf of Grantor acts exclusively in such fiduciary capacity, and any and all liability of each such person under or on account of this Access Easement shall be limited to such fiduciary capacity to the exclusion of any other capacity.

Executed on the dates of the acknowledgments hereinbelow taken, to be effective as of the 31st day of March, 1992.

BOARD OF TRUSTEES OF THE
HERMANN HOSPITAL ESTATE

Wm. R. Camp, Jr.
William R. Camp, Jr.

John S. Chase
John S. Chase

Elizabeth L. Ghrist
Elizabeth L. Ghrist

Frederick William Hobby
Frederick William Hobby

Ross D. Maygraves, Jr.
Ross D. Maygraves, Jr.

John H. Lollar
John H. Lollar

Walter M. Miescher, Jr.
Walter M. Miescher, Jr.

Melinda H. Perrin
Melinda H. Perrin

ADDRESS OF GRANTEE:

4605 LIVE OAK
DALLAS TX 75204

2389 1898

THE STATE OF TEXAS

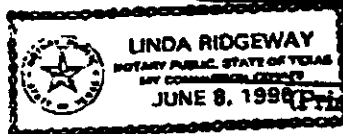
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 31st day of October,
1992, by WILLIAM R. CAMP, JR., Trustee of the Hermann Hospital Estate.

(SEAL)

Linda Ridgeway



Notary Public

(Printed Name of Notary)

My Commission Expires: _____

THE STATE OF TEXAS

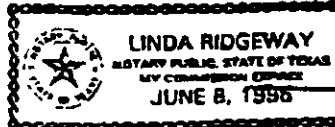
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 31st day of March,
1992, by JOHN S. CHASE, Trustee of the Hermann Hospital Estate.

(SEAL)

Linda Ridgeway



Notary Public

(Printed Name of Notary)

My Commission Expires: _____

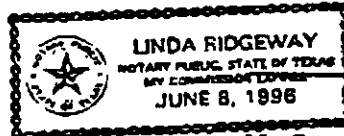
2386 1990

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of March, 1992, by ELIZABETH L. GHRIST, Trustee of the Hermann Hospital Estate.

(SEAL)



Linda Ridgeway
Notary Public

(Printed Name of Notary)

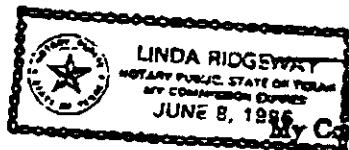
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of March, 1992, by PAUL WILLIAM HOBEY, Trustee of the Hermann Hospital Estate.

(SEAL)



Linda Ridgeway
Notary Public

(Printed Name of Notary)

My Commission Expires: _____

2389 1900

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of March,
1992, by BOSS D. MARGRAVES, JR., Trustee of the Hermann Hospital Estate.

(SEAL)

Linda Ridgeway
Notary Public



(Printed Name of Notary)

My Commission Expires: _____

THE STATE OF TEXAS

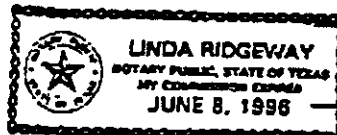
§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of March,
1992, by JOHN H. LOLLAR, Trustee of the Hermann Hospital Estate.

(SEAL)

Linda Ridgeway
Notary Public



(Printed Name of Notary)

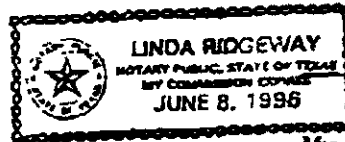
My Commission Expires: _____

041188

THE STATE OF TEXASCOUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of July,
 1992, by WILLIAM M. MISCHER, JR., Trustee of the Hermann Hospital Foundation
WALTER D.

(SEAL)



Linda Ridgeway
 Notary Public

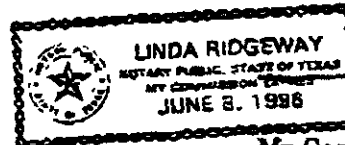
(Printed Name of Notary)

My Commission Expires: _____

THE STATE OF TEXASCOUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of July,
 1992, by MELINDA H. FERRIN, Trustee of the Hermann Hospital Foundation

(SEAL)



Linda Ridgeway
 Notary Public

(Printed Name of Notary)

My Commission Expires: _____

Hermann Hospital
2.8064 Acres
Access Easement (Kitty Hollow Drive)

ELIJAH ROARK LEAGUE
ABSTRACT NO. 77

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS description of a tract of land being 2.8064 acres located in the Elijah Roark League, Abstract No. 77, Fort Bend County, Texas, being a part of a 22.3599 acre tract as recorded in Volume 2389, Page 1910, of the Fort Bend County Deed Records. Said 2.8064 acres being more particularly described as follows:

COMMENCING at a found 5/8 inch iron rod in the southeast corner of said 22.3599 acre tract and being in the north right-of-way of State Highway No. 6,

THENCE, North 20°00'00" East, 151.72 feet along the east line of said 22.3599 acre tract to a point in a non-tangent curve to the left from which a radius point bears South 11°27'54" West, 892.60 feet also being the **POINT OF BEGINNING** of herein described tract;

THENCE, in a westerly direction along the arc of said curve to the left having a radius of 892.60 feet, a central angle of 06°39'46", an arc length of 103.80 feet and a chord bearing North 81°51'59" West, 103.74 feet, to a point of reverse curvature;

THENCE, in a westerly direction along the arc of said curve to the right having a radius of 952.60 feet, a central angle of 15°25'48", an arc length of 256.54 feet and a chord bearing North 77°28'58" West, 255.76 feet, to a point;

THENCE, North 69°46'04" West, 1517.17 feet to a point marking the beginning of a curve to the left;

THENCE, in a westerly direction along the arc of said curve to the left having a radius of 50.00 feet, a central angle of 80°57'21", an arc length of 70.65 feet and a chord bearing South 69°45'16" West, 64.92 feet, to a point;

THENCE, South 29°16'35" West, 42.11 feet to a point in the north right-of-way line of said State Highway No. 6;

THENCE, North 70°00'00" West, 60.80 feet along the said north line of State Highway No. 6 to a point;

THENCE, North 29°16'35" East, 51.91 feet to a point marking the beginning of a curve to the right;

THENCE, in a easterly direction along the arc of said curve to the right having a radius of 110.00 feet, a central angle of 80°57'21", an arc length of 155.42 feet and a chord bearing North 69°45'16" East, 142.81 feet, to a point;

CCM 9-24-98 #18 Return to DeWayne Davis-Parks Dept.

Hermann Hospital
2.8064 Acres
Access Easement (Kitty Hollow Drive)

ELIJAH ROARK LEAGUE
ABSTRACT NO. 77

THENCE, South $69^{\circ}46'04''$ East, 1517.17 feet to a point marking the beginning of a curve to the left;

THENCE, in a easterly direction along the arc of said curve to the left having a radius of 892.60 feet, a central angle of $15^{\circ}25'48''$, an arc length of 240.38 feet and a chord bearing South $77^{\circ}28'58''$ East, 239.65 feet, to a point of reverse curvature;

THENCE, in a easterly direction along the arc of said curve to the right having a radius of 952.60 feet, a central angle of $07^{\circ}12'14''$, an arc length of 119.77 feet and a chord bearing South $81^{\circ}35'44''$ East, 119.69 feet, to a point in the east line of said 22.3599 acre tract;

THENCE, South $20^{\circ}00'00''$ West, 60.63 feet along the east line of said 22.3599 acre tract to the **POINT OF BEGINNING, CONTAINING 2.8064 acres of land in Fort Bend County, Texas**, as shown on drawing No. 3647 in the offices of Cotton Surveying Company, Houston, Texas.

October 2, 1997

surv\lcd\1874001\m&b\2d8064 doc

$$\begin{aligned} \Delta &= 177.2359^\circ \\ \angle &= 2977.29^\circ \\ LC &= 904.16^\circ \end{aligned}$$

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FND
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ALUMINUM
FENCE
MARKER
TELEPHONE
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RIGHT OF WAY
CLERK'S FILE NUMBER
FORT BEND COUNTY DEED R
VOLUME
PAGE

**PROPOSED EASEMENT
2.8064 ACRES**

10 ACRES
FND 1-1/4" GIP
'46 E 66.0 27'

TRACT ONE
47.66 ACRES

is o

THE UNIVERSITY OF CHICAGO



HEALTH DEPARTMENT

FORT BEND COUNTY, TEXAS

#19/2

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

September 29, 1998

Bruce Frazier
1518 Brooks
Rosenberg, Texas 77471

RE Revision of Lots 241 & 242 of Woods Edge Subdivision, Section No 1A
5.7 acres

Dear Mr. Frazier,

Plan review by the Fort Bend County Environmental Health Department concerning the above mentioned property meets the current On-Site Sewerage Facilities Rules

If you may have any questions, please feel free to call me at 281-342-7469

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Garrett", is written over the word "Sincerely,".

Jeff Garrett, R. S
Chief County Sanitarian

xc Jess Hegemier, County Engineer
W A "Andy" Meyers, County Commissioner Precinct 3

Woods Edge Inc.

September 14, 1998

TO WHOM IT MAY CONCERN:

On June 18, 1996, Mr. Bruce Frazier purchased 2 lots from Woods Edge, Inc., each of which were 2.85 acres, comprising a total of 5.70 acres.

At a later date, Mr. Frazier under the guide lines of the deed restrictions, decided to sub-divide these lots.

The deed restriction Page 3, No. 7, recorded in Fort Bend on November 1, 1990, No. 2254, page 2007, reads as follows:

"No tract, lot or parcel of land originally conveyed by Developer, shall be thereafter further subdivided and no part or portion of any tract or lot may conveyed apart from the remainder of the tract as conveyed by Developer, unless any such tract be comprised of three (3) or more acres in which event, and only in which event, any such tract may be divided into two (2) tracts each of which shall be comprised of not less than 1.5 acres."

Sincerely,

WOODS EDGE, INC.



Dawn I. McClelland
Secretary-Treasurer

HENRY STEINKAMP, JR., INC.

Land Boundary & Topographic Surveying

909 FIFTH STREET

P O DRAWER 192

ROSENBERG, TEXAS 77471

713/342-2241

FRANKLIN R. SCHODEK
REGISTERED PROFESSIONAL LAND SURVEYOR

JAMES L. SYPTAK, SR.
REGISTERED PROFESSIONAL LAND SURVEYOR

May 17, 1996

Lot 241

A Field Note Description of a 2.85 Acre Tract of Land, being Lot No. 241 of WOODS EDGE SUBDIVISION, SECTION NO. 1A (Slide No. 1080 of the Plat Records of Fort Bend County, Texas), and being in the Samuel Isaacs League, Ab. 35, Fort Bend County, Texas.

For Connection Begin at a 1/2 inch iron pipe in the intersection of the North right-of-way line of State Farm Market Road No. 359 (100 feet wide) and West line of the Samuel Isaacs League, Ab. 35 and East line of the William Andrews League, Ab. 3; said corner being the Southwest corner of said WOODS EDGE SUBDIVISION, SECTION NO. 1A; THENCE, North 89deg.46' East, along the North right-of-way line of State Farm Market Road No. 359, 597.69 feet to a 1/2 inch iron pipe found marking the Southwest corner of and place of beginning for this tract;

THENCE, North 00deg.14' West, 400.0 feet to a 1/2 inch iron pipe found marking for the Northwest corner of this tract;

THENCE, North 89deg.46' East, 310.37 feet to a 1/2 inch iron pipe found marking the Northeast corner of this tract;

THENCE, South 00deg.14' East, 400.0 feet to a 1/2 inch iron pipe found marking the Southeast corner of this tract;

THENCE, South 89deg.46' West, 310.37 feet to the place of beginning for this 2.85 Acre Tract.

Signed: 
Registered Professional Land Surveyor No. 1535

WE/241

EXHIBIT "A"

242 A

A tract or parcel of land containing 1.5000 acres (65,340 square feet), being out of and a part of Lots 241 & 242 of Woods Edge Subdivision, Section One A, as recorded under Clerk's Slide No. 1080/A of the Plat records of Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1 / 2 inch iron rod lying in the West right of way line of Woods Edge Drive (60 feet in width), said 1 / 2 inch rod marking the Northeast corner of Lot 246, of said Woods Edge Subdivision, Section One A, said 1 / 2 inch iron rod also marking the Southeast corner of Lot 238 of Woods Edge Subdivision, an unrecorded addition in Fort Bend County, Texas,

THENCE South 89 degrees 46 minutes 00 seconds West, along the North line of said Woods Edge Subdivision, Section One A, same being the South line of said Woods Edge Subdivision (unrecorded), a distance of 1,374.01 feet to a found 1 / 2 inch iron rod lying in the North line of said Lot 242, and marking the **POINT OF BEGINNING** of the herein described tract;

THENCE South 0 degrees 17 minutes 52 seconds East, (call South 0 degrees 14 minutes 00 seconds East), a distance of 400.00 feet to a found 1 / 2 inch iron rod lying in the North right of way line of F. M. 359 (100 feet in width), and marking the Southeast corner of the herein described tract;

THENCE South 89 degrees 46 minutes 00 seconds West, along the North right of way line of said F. M. 359, passing at 147.34 feet the Southwest corner of said Lot 242, same being the Southeast corner of said Lot 241, continuing for a total distance of 183.55 feet to a set 1 / 2 inch iron rod marking the Southwest corner of the herein described tract;

THENCE North 0 degrees 17 minutes 52 seconds West, a distance of 400.00 feet to a set 1 / 2 inch iron rod lying in the said North line of said Lot 241, said 1 / 2 inch iron rod also lying in the North line of said Woods Edge Subdivision, Section One A, said 1 / 2 inch iron rod also marking the Northwest corner of the herein described tract;

THENCE North 89 degrees 46 minutes 00 seconds East, along the North line of said Woods Edge Subdivision, Section One A, same being the said South line of Wood Edge Subdivision (unrecorded), passing at 16.69 feet a found 3 / 4 inch iron pipe marking the Northeast corner of said Lot 241, same being the Northwest corner of Lot 242, continuing for a total distance of 183.55 feet to the **POINT OF BEGINNING** and containing 1.5000 acres (65,340 square feet) of land.

EXHIBIT "A"

242 B

East 163.35 feet of Lot #242

A Field Note Description of a 1.50 Acre Tract of Land, being the Easterly 163.35 feet of Lot No. 242 of WOODS EDGE SUBDIVISION, SECTION NO. 1A (Slide No. 1080 of the Plat Records of Fort Bend County, Texas), and being in the Samuel Isaacs League, Ab. 35, Fort Bend County, Texas.

For Connection Begin at a 1/2 inch iron pipe in the intersection of the North right-of-way line of State Farm Market Road No. 359 (100 feet wide) and West line of the Samuel Isaacs League, Ab. 35 and East line of the William Andrews League, Ab. 3; said corner being the Southwest corner of said WOODS EDGE SUBDIVISION, SECTION NO. 1A; THENCE, North 89deg.46' East, along the North right-of-way line of State Farm Market Road No. 359, 1055.08 feet to a 1/2 inch iron pipe set marking the Southwest corner of and place of beginning for this tract;

THENCE, North 00deg.14' West, 400.0 feet to a 1/2 inch iron pipe set marking for the Northwest corner of this tract;

THENCE, North 89deg.46' East, 163.35 feet to a 1/2 inch iron pipe found marking the Northeast corner of this tract; said corner being the Northeast corner of said Lot #242;

THENCE, South 00deg.14' East, 400.0 feet to a 1/2 inch iron pipe found marking the Southeast corner of this tract; said corner being the Southeast corner of said Lot #242;

THENCE, South 89deg.46' West, 163.35 feet to the place of beginning for this 1.50 Acre Tract.

ACCT # 8965-01-100-2410-901

32898

Fort Bend County Tax Certificate

Collecting Taxes for Fort Bend County and

I, Marsha P Gaines, Assessor and Collector of taxes, do hereby certify that I have examined the records of this office insofar as they relate to the following real estate, to wit

Legal Description WOODS EDGE SEC 1, LOT
241, ACRES 2.85, (SEC 1A)

Owner FRAZIER BRUCE L & DEBORAH A
1997 TAXES PAID \$161.37

I further certify that these taxes are shown delinquent on said property

NONE

SUBJECT TO FA 1-D-1 NO

(If applicable) The above described property has/is receiving special valuation based on its use and additional rollback taxes may become due based on the provisions of the special valuation

Given under my hand and seal this 29TH day of SEPTEMBER, 1998

Marsha P Gaines
Assessor/Collector of Taxes
Fort Bend County, Texas

By Deputy Tammy Moore
TAMMY MOORE

Requisitioned by BRUCE FRAZIER
1518 BROOKS
ROSENBERG TX 77471

REPT # 0918 CK #7882

ORIGINAL

ACCT # 8965-01-100-2420-901

32899

Fort Bend County Tax Certificate

Collecting Taxes for Fort Bend County and

I, Marsha P. Gaines, Assessor and Collector of taxes, do hereby certify that I have examined the records of this office insofar as they relate to the following real estate, to wit:

Legal Description WOODS EDGE SEC 1, LOT

Owner FRAZIER BRUCE L & DEBORAH A

242 (W PT), ACRES 1.35, (SEC 1A)

1997 TAXES PAID \$84.93

I further certify that these taxes are shown delinquent on said property

NONE

SUBJECT TO FA 1-D-1 NO

(If applicable) The above described property has/is receiving special valuation based on its use and additional rollback taxes may become due based on the provisions of the special valuation

Given under my hand and seal this 29TH day of SEPTEMBER, 1998

Marsha P. Gaines
Assessor/Collector of Taxes
Fort Bend County, Texas

By Deputy Tammy Moore
TAMMY MOORE

Requisitioned by BRUCE FRAZIER
1518 BROOKS
ROSENBERG TX 77471

REPT # 0918 CK #7882

ORIGINAL

ACCT # 8965-01-100-2425-901

32900

Fort Bend County Tax Certificate

Collecting Taxes for Fort Bend County and

I, Marsha P Gaines, Assessor and Collector of taxes, do hereby certify that I have examined the records of this office insofar as they relate to the following real estate, to wit

Legal Description WOODS EDGE SEC 1, LOT
242 (E PT), ACRES 1.50, (SEC 1A)

Owner OLIVAREZ GAUDENCIO & MARIA CARMEN
1997 TAXES PAID \$94.37

I further certify that these taxes are shown delinquent on said property.

NONE

SUBJECT TO FA 1-D-1 NO

(If applicable) The above described property has/is receiving special valuation based on its use, and additional rollback taxes may become due based on the provisions of the special valuation

Given under my hand and seal this 29TH day of SEPTEMBER 1998

Marsha P Gaines
Assessor/Collector of Taxes
Fort Bend County, Texas

By Deputy Tammy Moore
TAMMY MOORE

Requisitioned by BRUCE FRAZIER
1518 BROOKS
ROSENBERG TX 77471

REPT # 0918 CK #7882

ORIGINAL

Is your RETURN ADDRESS completed on the reverse side?

SENDER.

- Complete items 1 and/or 2 for additional services
- Complete items 3, 4a, and 4b
- Print your name and address on the reverse of this form so that we can return this card to you
- Attach this form to the front of the mailpiece or on the back if space does not permit
- Write *Return Receipt Requested* on the mailpiece below the article number
- The Return Receipt will show to whom the article was delivered and the date delivered



I also wish to receive the following services (for an extra fee)

- 1 ☐ Addressee's Address
2 ☐ Restricted Delivery

Consult postmaster for fee

3 Article Addressed to

DALTON WARD
2823 Colonel
Richmond, TX 77465



4a Article Number

2555 977408

4b Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7 Date of Delivery

8-29-98

5 Received By (Print Name)

6 Signature (Addressee or Agent)

X Dalton Ward

8 Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service

Is your RETURN ADDRESS completed on the reverse side?

SENDER

- Complete items 1 and/or 2 for additional services
- Complete items 3, 4a, and 4b
- Print your name and address on the reverse of this form so that we can return this card to you
- Attach this form to the front of the mailpiece or on the back if space does not permit
- Write *Return Receipt Requested* on the mailpiece below the article number
- The Return Receipt will show to whom the article was delivered and the date delivered

I also wish to receive the following services (for an extra fee)

- 1 ☐ Addressee's Address
2 ☐ Restricted Delivery

Consult postmaster for fee

3 Article Addressed to

Cathy Hodges
1130 INATWETHER
Rockwall, TX 77865

4a Article Number

2555 977 406

4b Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7 Date of Delivery

8-31-98

5 Received By (Print Name)

6 Signature (Addressee or Agent)

X *[Signature]*

8 Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services
- Complete items 3, 4a, and 4b
- Print your name and address on the reverse of this form so that we can return this card to you
- Attach this form to the front of the mailpiece or on the back if space does not permit
- Write "Return Receipt Requested" on the mailpiece below the article number
- The Return Receipt will show to whom the article was delivered and the date delivered

Fold at line over top of envelope to the right of the return address

Extra fee

- 1 ☐ Addressee's Address
2 ☐ Restricted Delivery

Consult postmaster for fee

3 Article Addressed to

Brian Westfall
5140 FM. 359
Richmond, TX 77469

4a Article Number

2555977407

4b Service type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7 Date of Delivery

5 Received By (Print Name)

~~6 Signature (Addressee or Agent)~~

8 Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

Thong Nguyen
934 Bayou Parkway
Houston, TX 77077

Dear Mr Nguyen

I was the original purchaser of lots 241 and 242 of Section 1-A of Woods Edge Subdivision. Some time back I divided out two 1.5 acre tracts and sold them. This resulted in two 1.5 acre lots and one 2.7 acre lot. Section 1-A is the only section that has its Plat recorded with the county. Since the boundaries were changed I am required to go through Commissioner's Court and have a public hearing. One of the requirements is that I inform all the adjacent property owners. This hearing will be September 29, 1998 at 1pm.

You are not required to be there, however if you have any concerns you may attend and voice your concerns. If I can answer any further questions, please call me at 281-341-7822.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Frazier", with a stylized flourish at the end.

Bruce Frazier

FROM THE DESK OF

MARY JANE SOWA
ENGINEERING SECRETARY
FORT BEND COUNTY ENGINEERING
(281)342-3039

To: Linda Munoz
Co. Clerk's Off

Date: 9/29/98

Dorothy Pullin, FBC Tax Off.
will bring the original
FBC Tax Certificate to you.

M. J. Sowa

FROM

LAMAR C.I.S.D.
P. O. BOX 459
RICHMOND, TEXAS 77469
PH 713-341-3144

ACCOUNT NO. & PROPERTY DESCRIPTION

INTEREST

ACRES

8965-01-100-2425-901

1.50

STATUS

WOODS EDGE SEC 1
LOT 242 (E PT)
ACRES 1.50
(SEC 1A)

ZONE

TO

OLIVAREZ GAUDENCIO
& MARIA CARMEN
3355 CLAYHEAD RD
RICHMOND TX 77469 8116

STATEMENT OF

TAXES DUE

PAY DURING THE MONTH OF _____
OR ADDITIONAL CHARGES WILL ACCRUE

SEP 1998

NOTE

DISTRICT	YEAR DELQ.	ORIGINAL AMOUNT	PENALTY AND INTEREST CHARGES	ATTORNEY FEES OTHER COSTS	AMOUNT OWED INCLUDING ATTORNEY FEES	MESSAGE
4628 1	98	238.50	.00	.00	238.50	
TOTAL AMOUNT DUE ►					238.50	*RETURN THIS STATEMENT WITH YOUR PAYMENT

FROM

LAMAR C.I.S.D.
P. O. BOX 459
RICHMOND, TEXAS 77469
PH 713-341-3144

ACCOUNT NO. & PROPERTY DESCRIPTION

INTEREST

ACRES

8965-01-100-2425-901

1.50

TAX

WOODS EDGE SEC 1
LOT 242 (E PT)
ACRES 1.50
(SEC 1A)

CERTIFICATE

* THIS I DO CERTIFY THAT ALL TAXES ON THE ABOVE PROPERTY ARE PAID THRU

9/30/98 EXCEPT AS INDICATED ABOVE

ISSUED TO

BRUCE FRAZIER
1518 BROOKS
ROSENBERG, TX 77471

THIS PROPERTY
WAS LAST
ASSESSED IN
THE NAME OF

TOTAL AMOUNT DUE

238.50

OWNER

OLIVAREZ GAUDENCIO
3355 CLAYHEAD RD
RICHMOND TX 77469 8116

GIVEN

DATE 9/29/98

THIS CERTIFICATE DOES NOT REFLECT THE POTENTIAL OF
ROLLBACK TAXES WHICH MAY BECOME DUE ON PROPERTIES
RECEIVING AGRICULTURE OR OPEN SPACE VALUATIONS

A. E. FOERSTER, RTA

BY

LAMAR C.I.S.D.
P. O. BOX 459
RICHMOND, TEXAS 77469
PH 713-341-3144

8965-01-100-2410-901

4.20

STATUS

WOODS EDGE SEC 1
LOT 241 & (W PT) LOT 242
ACRES 4.20
(SEC 1A)

ZONE

FRAZIER BRUCE L & DEBORAH A
1518 BROOKS AVE
ROSENBERG TX 77471 5025

STATEMENT OF

TAXES DUE

PAY DURING THE MONTH OF
OR ADDITIONAL CHARGES WILL ACCRUE

SEP 1998

OTE

DISTRICT	YEAR DELO.	ORIGINAL AMOUNT	PENALTY AND INTEREST CHARGES	ATTORNEY FEES OTHER COSTS	AMOUNT OWED INCLUDING ATTORNEY FEES	MESSAGE
0464 1	98	601.02	.00	.00	601.02	
TOTAL AMOUNT DUE ►					601.02	*RETURN THIS STATEMENT WITH YOUR PAYMENT

LAMAR C.I.S.D.
P. O. BOX 459
RICHMOND, TEXAS 77469
PH 713-341-3144

ACCOUNT NO. & PROPERTY DESCRIPTION

INTEREST

ACRES

8965-01-100-2410-901

4.20

TAX

WOODS EDGE SEC 1
LOT 241 & (W PT) LOT 242
ACRES 4.20
(SEC 1A)

CERTIFICATE

* THIS IS TO CERTIFY THAT ALL TAXES ON THE ABOVE PROPERTY ARE PAID THRU

9/30/98 EXCEPT AS INDICATED ABOVE

BRUCE FRAZIER
1518 BROOKS
ROSENBERG, TX 77471

THIS PROPERTY
WAS LAST
ASSESSED IN
THE NAME OF

TOTAL AMOUNT DUE

601.02

FRAZIER BRUCE L & DEBORAH A
1518 BROOKS AVE
ROSENBERG TX 77471 5025

NO

DATE 9/29/98

THIS CERTIFICATE DOES NOT REFLECT THE POTENTIAL OF
L. BACK TAXES WHICH MAY BECOME DUE ON PROPERTIES
GIVING AGRICULTURE OR OPEN SPACE VALUATIONS

A E FORGOTTEN 07A

BY

19/2

September 28, 1998

To Whom It May Concern,

My name is Brenda Freeman, I live at 207 West Dallas (the corner of Kentucky and West Dallas) I oppose the closing of Kentucky Street. My son catches the School Bus at this corner and Kentucky is the only out street for the bus to get out because West Dallas is a dead end road. My son would have to wait to far from the house to catch the bus and I feel that is not safe for a 7 year old!

Brenda Freeman

Brenda Freeman

19/2

September 28, 1998

To Whom It Concerns:

Re: 2810 Kentucky
Fresno, Texas 77545

We have been advised by a neighbor of a meeting to be held tomorrow in comissioners court that involves a decision to be made about possible closure of Kentucky Rd. in Fresno.

My home and property of 35 years is located on Kentucky Road, right behind the Champion Chemical Company. We have paid taxes on this property for those years.

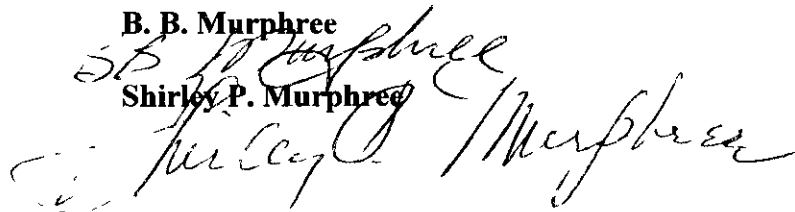
I have not been officially advised that there is a meeting of any kind that will involve a decision from the county about closing access to my property, and it is difficult to believe that this could possibly be taking place without some official notice to the owners whose property abounds the road in question. However, in the event this is the case and my property access is being considered for closure by the county, or any other entity, we go on record now that we strongly protest any such action. Further, we will take any legal action available to us in order to stop any such process if it is indeed an action that you are considering.

If there is validity to this information, I request immediate notification of your intentions regarding any closure of my only access to my home and property.

2810 Kentucky Road
Fresno, Texas 77545
Phone: 281-431-2729

B. B. Murphree

Shirley P. Murphree

Handwritten signatures of B. B. Murphree and Shirley P. Murphree. The signature of B. B. Murphree is written in cursive and is positioned above the signature of Shirley P. Murphree, which is also in cursive. Both signatures are written in dark ink.

(281) 331-2742
3201 FM 521

Gulf Coast
L.P. GAS CO.
Curtis R. Renfrow



P O Box 187
Fresno, TX 77545

1 1/2

SEPT. 29, 1998

WE ARE AGAINST THE CLOSING OF KENTUCKY ST. AS WE HAVE
CUSTOMERS ON KENTUCKY ST. AND THE ONLY SAFE ACCESS TO THEM
IS FROM W. DALLAS ST. IF THIS ST. IS CLOSED, WE WILL NO
LONGER BE ABLE TO SERVICE THEM.

THANK YOU,

C. R. Renfrow



19/2

ENGINEERING
Fort Bend County, Texas

D Jesse Hegemier
County Engineer

September 2, 1998

D Jesse Hegemier
County Engineer
Fort Bend County Engineering
P O Box 1449
Rosenberg, Texas 77471

**RE: Abandonment of a portion of Kentucky Street, Fresno Texas
Champion Technologies, Inc. request**

Dear Mr Hegemier

As per the request of Champion Technologies, Inc , the County was asked to research and prepare a traffic study for the referenced roadway

Kentucky street is bounded on the North by Evergreen Street and West Dallas to the South, in all approximately 2,640 feet or ½ mile The proposed abandonment would be for approximately 1,350 feet beginning at West Dallas and extending North to the North property line of a 10 acre tract on the West side of Kentucky Street, purchased by Champion Technologies, Inc

Traffic counts were taken August 24, 1998 through August 26, 1998 to determine the use of the roadway Average daily trips were 51 vehicles a day with a total of 152 vehicles for the three day count (see attached) There are three residence to the North of the proposed abandonment, two of which have a secondary access to their properties The American Water Canal crosses Kentucky Street just South of its intersection with Evergreen Street The bridge over the American Water Canal is a one lane wood bridge

Fort Bend Independent School District was contacted and confirmed that Kentucky Street was not utilized for bus traffic

With this abandonment, Kentucky Street would become a dead-end street with no turn around or cul-de-sac Therefore, our recommendation is to allow the abandonment with, consideration to a cul-de-sac to be constructed, along with the right-of-way dedication for the cul-de-sac

Should you have any questions please do not hesitate to call

Sincerely,

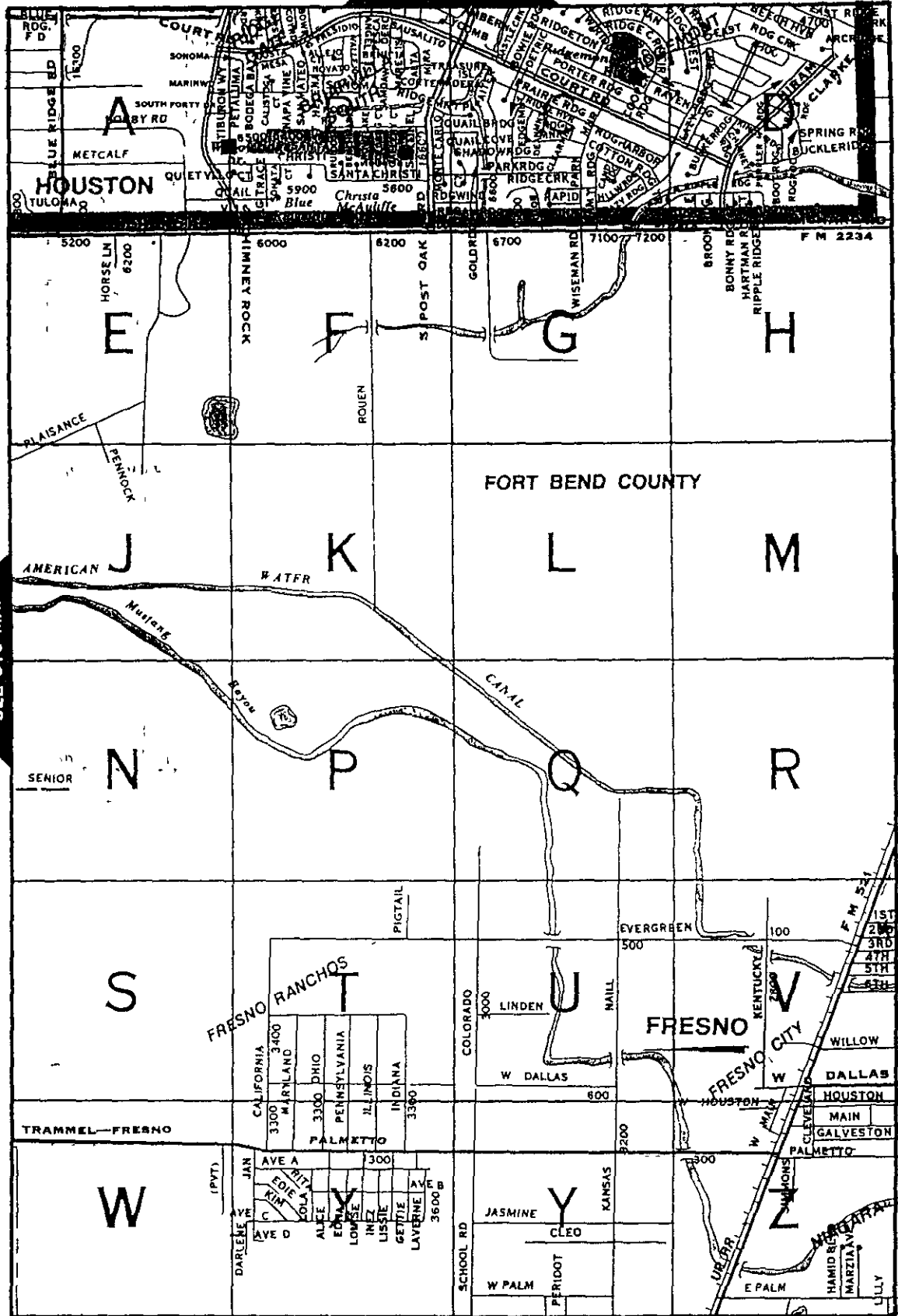
Nathan D Hatcher
Assistant to County Engineer

NDH/mjs

cc Commissioner Grady Prestage, Pct 2
File

SEE 571 MAP

611



N HATCHER
 Board #
 BI DIR COUNT ON KENTUCKY
 FORT BEND COUNTY ENGINEERING
 TRAFFIC STUDY
 Site Code 000000000000
 Start Date 08/24/98
 File I D KENTUCKY
 Street name KENTUCKY Cross street NONE
 BI DIRECTIONAL
 Page 1

Begin Time	Mon	Tues	Wed	Thur	Fri	Weekday		Sat	Sun	Avg. Each * Equals 25 Vehicles	Week
	08/24	08/25	08/26	08/27	08/28	Avg	08/29	08/30			
12 00 am	*	0	0	0	*	0		*	*	0	
01 00	*	1	0	0	*	0		*	*	0	
02 00	*	0	2	1	*	1		*	*	1	
03 00	*	3	0	0	*	1		*	*	1	
04 00	*	1	1	1	*	1		*	*	1	
05 00	*	1	1	2	*	1		*	*	1	
06 00	*	5	4	7	*	5		*	*	5	
07 00	*	5	1	1	*	2		*	*	2	
08 00	*	1	0	4	*	2		*	*	2	
09 00	5	7	1	*	*	4		*	*	4	
10 00	5	3	6	*	*	5		*	*	5	
11 00	2	1	1	*	*	1		*	*	1	
12 00 pm	1	0	2	*	*	1		*	*	1	
01 00	8	4	7	*	*	6		*	*	6	
02 00	2	2	2	*	*	2		*	*	2	
03 00	3	4	5	*	*	4		*	*	4	
04 00	5	3	6	*	*	5		*	*	5	
05 00	4	4	9	*	*	6		*	*	6	
06 00	1	0	2	*	*	1		*	*	1	
07 00	1	5	0	*	*	2		*	*	2	
08 00	0	1	0	*	*	0		*	*	0	
09 00	0	0	0	*	*	0		*	*	0	
10 00	0	1	0	*	*	0		*	*	0	
11 00	0	0	0	*	*	0		*	*	0	

Totals		37	52	50	16	0	50	0	0	50
1	Avg WkDa	74	0%	104	0%	100	0%	32	0%	
2	Avg Day	74	0%	104	0%	100	0%	32	0%	
3	AM Peak	09	00	09	00	10	00	06	00	
4	Volume	5	7	6	7		5			
5	PM Peak	01	00	07	00	05	00			
6	Volume	8	5	5	9		6			

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ADTs      ADT as calculated in header = 51
          AADT as calculated in header = 51
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P O BOX 27727 • HOUSTON, TEXAS 77227-7727
3355 W ALABAMA, SUITE 400 • HOUSTON TEXAS 77098

Telephone (713) 627-3303
Fax (713) 627-9353

August 5, 1998

Mr Jesse Hegemier
County Engineer - Fort Bend County
County Engineering Department
P O Box 1449
Rosenberg, Texas 77471

**Re. Abandonment to Champion Technologies, Inc. ("Champion")
of a portion of Kentucky Street, Fresno, Texas**

Dear Mr Hegemier

Champion has been a property owner and has actively been engaged in business in Fort Bend County since 1963. Champion presently owns research, manufacturing and storage facilities situated on approximately 29 acres of land in Fresno. The Fresno installation is presently staffed by 117 Champion employees.

The Champion property is bounded on the east by FM521, on the south by Dallas Street (also sometimes referred to as Magnolia Street), on the west by Kentucky Street and on the north by property owned by the Mundy family.

E&B, Inc., an affiliated company of Champion, has acquired 10 lots (approximately 10 acres of land) adjacent to the west right-of-way of Kentucky Street. The 10 lots are separated from Champion's 29 acre tract by Kentucky Street. Accordingly, Champion owns property on both sides of Kentucky Street from Dallas Street to Linden Street. Aerial photographs depicting the Fresno area, as well as the portion of Kentucky Street from Dallas Street to Linden Street, are attached. Champion's existing property is outlined in blue. The recently acquired property is outlined in yellow.

Champion respectfully requests that consideration be given to the abandonment by the County of the right-of-way for Kentucky Street from Dallas (Magnolia) to Linden Street and in support of its request, Champion would respectfully show the following:

1. With the acquisition of the 10 lots adjacent to the west right-of-way line of Kentucky Street extending from Dallas Street to Linden Street, Champion effectively owns the property on both sides of the portion of Kentucky Street for which abandonment is sought.

Mr Jesse Hegemier
August 5, 1998
Page 2

2 Champion is informed and believes that there is very little traffic on Kentucky Street and that such traffic could easily be re-routed.

3 The property west of Kentucky Street acquired by Champion's affiliate is overgrown, hidden from public scrutiny, and has been used by individuals unknown to Champion to discharge firearms. Because of the proximity of Champion's manufacturing and storage facilities located on the east side of Kentucky Street, the discharge of firearms in the area could create conditions which might result in serious consequences.

4 The premises have been frequently used by individuals riding all terrain vehicles across and over the mound of dirt that has been deposited on the property. Because the terrain is uneven, it is possible that the vehicles could overturn, resulting in serious injury.

5. If the requested abandonment is approved, Champion plans to clear, level and fence the entire area, thereby minimizing potential hazards. Tentative plans include the construction of additional facilities on the abandoned and adjacent areas, thereby increasing the tax base.

6 The elimination of Kentucky Street from Dallas Street to Linden Street will create a buffer zone along the west side of Champion's research, manufacturing and storage facilities and thereby reduce the potential for vandalism, malicious mischief and other acts against Champion property.

Should you have any questions, or should you require any additional information, please call me.

Very truly yours,



Steven J. Lindley
Vice President

/rl
enclosure



P.O. BOX 27727
HOUSTON, TX 77227

A/C 713
OFF 627-3303
FAX 623-8083

STEVEN J. LINDLEY
VICE PRESIDENT



P O BOX 27727 • HOUSTON TEXAS 77227-7727
3355 W ALABAMA SUITE 400 • HOUSTON TEXAS 77098

Telephone (713) 627-3303
Fax (713) 627-9353

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Vice President

/rl
enclosure



COUNTY PURCHASING AGENT

Fort Bend County, Texas

#20

Gilbert D Jalomo, Jr , CPPB
County Purchasing Agent

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

September 22, 1998

TO Office of the County Judge
Fort Bend County, Texas

SUBJECT Agenda Items Commissioners Court September 29, 1998

- 1 Consider taking action on the following
 - a Crack sealing machine - Bid #98-066,
 - b Data cabling term contract - Bid #98-068,
 - c Ready mix cement - Bid #98-070
- 2 Consider authorizing the purchase of computer/distance learning equipment from GTE Southwest Inc a State of Texas Qualified Information Systems vendor (Funding Library)
- 3 Consider granting an exemption to the competitive bid requirements as authorized by §262 024 Texas Local Government Code for the purchase of a professional service-legal services from Magenheim, Bateman, Robinson, Wrotenbery & Helfand
- 4 Consider granting an exemption to the competitive bid requirements as authorized by §262 024 Texas Local Government Code for the purchase of an item available from only one source from Election Systems and Software for election equipment programing
- 5 Consider approving interlocal agreement with City of Beasley for the purchase of goods and services

cc Commissioner O'Shieles
Commissioner Prestage
Commissioner Meyers
Commissioners Lutts

Dianne Wilson
Robert Grayless
Jim Edwards
Bud Childers

TABULATION

PURCHASE OF ONE (1) OR MORE NEW CRACK SEALING MACHINE

BID #98-066

COMPANY	UNIT BID PRICE
R B Everett & Company 3118 Harrisburg Blvd Houston TX 77003	\$30,485 00

RECAPITULATION OF BID

Commissioners Court approval	August 25th
Legal notice run in newspaper	September 6th & 13th
Individual notices mailed	45
Bid packets picked up or mailed	3
Bid opening date	September 21st
Bids received	1

\$30,485.00

FUNDING: ROAD AND BRIDGE 105-075-0750-1010

TABULATION

TERM CONTRACT FOR DATA CABLING FOR FORT BEND COUNTY

BID #98-068

COMPANY	JUVENILE PROJECT	TRAVIS ANNEX PROJECT	HOURLY RATE PLUS MATERIALS
Signaltron, Inc. 5401 Mitchelldale B-2 Houston TX 77092	\$10,874.95	\$12,039.30	\$35 hr
Brandt Communication 9403 Church St Needville TX 77461	\$11,250 00	\$11,500 00	\$125 hr
ClearWorks Technologies 505 N Belt, Suite 140 Houston TX 77060	Disqualified Did not submit workers compensation insurance as required		
CompUSA, Inc 16626 S W Freeway Sugar Land TX 77479	Disqualified Did not submit pricing on County forms as required		
P C 2000 7400 Harwin #140 Houston TX 77036	Disqualified Did not submit references and did not submit pricing on County forms as required		

RECAPITULATION OF BID

Commissioners Court Approval	August 25th
Legal notice run in newspaper	September 6th & 13th
Individual notices mailed	113
Bid packets picked up or mailed	7
Mandatory pre-bid conference	September 14th
Attended mandatory pre-bid conference	7
Bid open date	September 21st
Bids received	5

**\$22,914.25 (Juvenile & Travis Projects)
and \$35 hour for future projects**

FUNDING: MIS 010-036-0360-4010

TABULATION

TERM CONTRACT FOR THE PURCHASE OF READY MIX CEMENT

BID #98-070

NO BIDS RECEIVED

PERMISSION TO RE-ADVERTISE

PAGE: 1
PAGEEND

REGISTRATION NUMBER, 03000005554 REQ LINES: 1 EST AMT: 17,645.40 REQ TYPE: LAST PRINT: 09/18/98

HEADER:

SUGGESTED VENDOR CODE. 750573444

VENDOR NAME, GTE SOUTHWEST INCORPORATED

ADDRESS: P O BOX 630043

DALLAS

TX 75263-0043

CONTACT: HAROLD WILSON

PHONE: 800-753-5844

SHIP TO. 30 LIBRARY

1001 GOLFWAY DRIVE

RICHMOND TX 77469

BILL TO: 30 LIBRARY

1001 GOLFBVIEW DRIVE

RICHMOND TX 77469

REQ BY. LOIS GERSTENBERGE

RESP PERSON: ROMAN BOHACHEVSKY

MHSE LOC:

RX DATE: 09/18/98

FUND: 010 AGENCY: 030 ORG/SUB-ORG: 0300 OBJ/SUB-OBJ: 1010

ACTIVITY: 1900

NOTE FLAG: Y

NOTES. PLEASE PUT ON AGENDA. STATE OF TEXAS QUALIFIED VENDOR

LINE ITEMS.

1- RX LINE. 001

COMM CODE: 048

BUYER. 02 CINDY MORALES

STATUS: AFZ

QUANTITY.

100

U/M: EA

EST UNIT COST.

EST TOTAL COST:

17645.40

MFG NUMBER.

NAME:

DESCRIPTION: DISTANCE LEARNING EQUIPMENT FOR GML TO INLCUDE:

TEXT

ONLY 1 546796 32MB MEMORY ADD-ON FOR ESA; 1 549786 2ND PTZ CAM.

REQ.1ST PTZ T/B INSTALLED; 1 549787 WIDE ANGLE LENS FOR PTZ CAME

1 549789 SMART CART, 1 546768 DUAL RS-449/RS-366 CABLE,1ST YEAR

ENHANCED WARRANTY - 1 MAINT. 90 DAYS TO ONE FULL YEAR, INSTALLA

ENHANCED WARRANTY - 1 MAINT. 90 DAYS TO ONE FULL YEAR, INSTALLATION



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D Jalomo, Jr , CPPB
County Purchasing Agent

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

TO: Each Member
Commissioners Court
Fort Bend County, Texas

FROM: Gilbert D Jalomo, Jr
County Purchasing Agent

SUBJECT: Professional services exemption

DATE: September 23, 1998

On September 29th I will appear before the Commissioners Court requesting an exemption to the competitive bid requirements as authorized by §262.024 Texas Local Government Code for the purchase of a professional service from Magenheim, Bateman, Robinson, Wrotenbery & Helfand for legal services not to exceed \$20,000.00 previously approved in Commissioners Court

From: Laura Johnson
To: Debbie Kaminski
Date: Fri, Sep 18, 1998 1 43 PM
Subject: i d number

Bill Helfand's new company does have a different Tax ID number it is 76-0507207 The company name should read

Magenheim, Bateman, Robinson, Wrotenbery & Helfand
3600 One Houston Center, 1221 McKinney St
Houston, Texas 77010

REQUISITION NUMBER. 00100000530 REQ LINES. 1 EST AMT. 20,000.00 REQ TYPE: LAST PRINT: 09/03/98

=====

=====

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HEADER:

SUGGESTED VENDOR CODE. 741791253
VENDOR NAME: HIRSCH, ROBINSON, SHEINNESS &
ADDRESS: GLOVER-3600 I HOUSTON CENTER
1221 MCKINNEY
HOUSTON TX 77010

CONTACT: WILLIAM S HELFAND
PHONE: 713-609-7000

SHIP TO: 01 COUNTY JUDGE
309 S 4TH STREET, 7TH FLOOR
RICHMOND TX 77469

BILL TO: 01 COUNTY JUDGE
301 JACKSON
RICHMOND TX 77406-0368

REQ BY: AMANDA BRONSELL RESP PERSON MICHAEL D ROZELL WISE LOC: RX DATE: 09/03/98
FUND 010 AGENCY: 045 ORG/SUB-ORG: 0450 OBJ/SUB-OBJ: 4010 ACTIVITY: 1000 NOTE FLAG:

LINE ITEMS.

1- RX LINE: 001 CORR CODE: 522 BUYER. 01 DEBBIE KAMINSKI STATUS. AFZ
QUANTITY. 1.00 U/M. EA EST UNIT COST 20000 000000 EST TOTAL COST: 20000 00
MFG NUMBER. NAME: TEXT FLAG:
DESCRIPTION. LEGAL SERVICES MAGEHEIM, BATEMAN, ROBINSON, MROTENBERG & HELFLAN

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COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

TO: Each Member
Commissioners Court
Fort Bend County, Texas

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

SUBJECT: Sole Source exemption

DATE: September 23, 1998

On September 29th I will appear before the Commissioners Court requesting an exemption to the competitive bid requirements as authorized by §262.024 Texas Local Government Code for the purchase of an item available from only one source from Election Systems and Software for election equipment programming

REQUISITION NUMBER: 06900001065 REQ LINES. 1 EST AMT. 9,000.00 REQ TYPE. LAST PRINT: 09/17/98

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140

SHIP TO: 69 ELECTIONS ADMINISTRATION
309 S 4TH STREET, 6TH FLOOR
RICHMOND TX 77469

BILL TO: 69 ELECTIONS ADMINISTRATION
301 JACKSON
RICHMOND TX 77469

REQ BY: VIRGINIA GURECKY

RESP PERSON:

WISE LOC.

RX DATE: 09/17/98

FUND. 010 AGENCY: 069

ORG/SUB-ORG: 0690

OBJ/SUB-OBJ: 3030

ACTIVITY. 1000

NOTE FLAG.

LINE ITEMS:

1- RX LINE: 001

COMP CODE: 275

BUYER: 01 DEBBIE KAMINSKI

EST UNIT COST. 8000.000000

EST TOTAL COST. 8000 00

STATUS: AFZ

QUANTITY: 1.00

U/M: EA

NAME.

DESCRIPTION: ELECTION PROGRAMMING-NOV 3, 1998 GENERAL ELECTION

TEXT FLAG.

* Set up program cards that create tabulating machine
Program cards were purchased from Electro Systems

11/11/98



COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

December 1, 1997

City of Beasley
Attn. Mayor
P O Box 122
Beasley TX 77417

RE Interlocal agreement

Attached you will find an interlocal agreement, for 1998, for the purchase of goods and services utilizing Fort Bend County contracts. If you are still interested in utilizing our contracts, please sign page 6 and forward the full package to the Purchasing Department. Once executed by the City, I will take the agreement before Commissioners Court for their approval. If you have any questions please call

Sincerely,

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND THE CITY OF BEASLEY**

This Interlocal Agreement is entered into between the County of FORT BEND, hereinafter referred to as "County", and the City of BEASLEY, hereinafter referred to as "City"

WHEREAS, the City desires the County's assistance in purchasing certain governmental administrative functions, goods or services,

WHEREAS, the governing body of the City has duly authorized this agreement,

WHEREAS, the governing body of said County has duly authorized this agreement, and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code, the Interlocal Cooperation Act

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

**ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES**

The City appoints County its true and lawful purchasing agent for the purchase of certain materials and services through the County's purchasing program, as enumerated through the submission to the County's purchasing agent of a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which the County desires to purchase for its own needs and where the city desires to purchase the same or similar materials and services. All materials and services purchased hereunder shall be in accordance with specifications established by County.

The materials and services shall be procured in accordance with procedures governing competitive bidding by County, and the costs for materials and services purchased by City pursuant to this Agreement shall be the prices as reflected by the lowest responsible bidder

ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE

In addition to the other terms and conditions contained in this Agreement, the goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the bid specifications to be used by County, taking into consideration the amount and kinds of materials and services requested by the City

The County shall be responsible for the preparation of specifications, advertisement of bids and such other administrative duties as may be necessary to facilitate the materials and services hereunder. The County shall also be responsible for receiving, opening and awarding of the bids. The County promises to consult with the City prior to the preparation of all bids pertaining to this Agreement to determine the specific amount and kind of materials and services requested by the City. Additionally, at the City's request, the County promises to keep the City informed of the status of all procurements which are the subject of this Agreement. Specifications, submittal of bids, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to the City at all reasonable times for inspection. County agrees to provide bid tabulations on all applicable bids.

The County agrees that it shall award the bid, for items which it had previously designated for purchase, to the lowest responsible bidder.

Nothing herein shall obligate the City to purchase any materials or services from the County.

The City agrees to buy any and all services and materials covered by this Agreement except those services or materials where the quantity of such service or material is less than the minimum quantity stated in each bid by the Vendor

**ARTICLE III.
RESPONSIBILITY**

The City and County agree that the ordering of supplies and materials purchased through this agreement shall be their individual responsibility and that any dispute arising between individual successful bidders and the City shall be handled by the City and the bidder. Bidders shall bill the City directly for the materials ordered by it.

**ARTICLE IV.
LIABILITY**

Both parties shall be liable to the successful bidder only for supplies or materials ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

**ARTICLE V.
PRICE AND PAYMENT**

The goods and services will be purchased for the price(s) stated in the lowest and best bid(s) received and awarded by County to Vendor(s). City agrees to pay Vendor(s) directly for all goods and services delivered or picked up by City in accordance with the price specified in the bid(s) of the successful bidder(s). The City agrees to pay within thirty (30) days after receipt from the Vendor of invoice by City's Finance Department.

Ownership (title) of material purchased shall transfer directly from the successful bidder to the City.

ARTICLE VI.
APPLICABLE LAWS

County and City agree to conduct all activities under this agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement

ARTICLE VII.
WHOLE AGREEMENT

This Interlocal Agreement, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent to the parties.

ARTICLE VIII.
DURATION

The period of this Interlocal Agreement shall commence upon January 1, 1998 and shall terminate on December 31, 1998.

The County or the City may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of the City, including its obligation to pay County for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the City.

ARTICLE IX.
CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment thereto, and shall become effective on the date designated by such law or regulation.

ARTICLE X.
NOTIFICATION

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section

To County	County of Fort Bend Attn: Gilbert Jalomo, Purchasing Agent 500 Liberty Street Richmond, Texas 77469
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To City	City of Beasley Attn: Mayor P O Box 122 Beasley, Texas 77417
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Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid

ARTICLE XI.
SEVERABILITY

Both parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect

ARTICLE XII.
FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect

or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed

This instrument, in duplicate originals, has been executed by the parties hereto as follows

FORT BEND COUNTY

ATTEST

By

Michael D. Rozell
Michael D Rozell, County Judge

Dianne Wilson
County Clerk

Date

9-24-98

CITY OF BEASLEY

By

Title

Date

James Shell
Mayor
9-15-98

ATTEST

Daniel F. Gossen
City Secretary

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

On this the 29th 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 D. Spill
Paul D. Williams
Grady Prestage
W. B. Mayers
Bob Dick

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

***** APPROVED *****

Robert Grayless
County Auditor

Date _____

Time Reconvened _____

Time Adjourned or Recessed _____



COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

Fort Bend County, Texas

Deanne M Rogers
Director

(281) 342-2761
Fax (281) 341-6034

September 24, 1998

County Judge Michael Rozell
309 S 4th St , Suite 258
Richmond, TX 77469

Dear Judge Rozell

The Community Supervision and Corrections Department, in compliance with the Local Government Code 140 003, submits the proposed FY'99 budget to Commissioners' Court and notice of the meeting to finalize the budget, for the record The Board of Judges will meet on October 13, 1998

Sincerely,



Deanne M Rogers

Cc Commissioner Bud O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
Judge Tom Stansbury
Jim Edwards, Budget Officer
Bud Childers, County Attorney
Robert Grayless, County Auditor

PROGRAM SUMMARY SPREADSHEET
FY 1999 Budget

CHIEF COUNTY		ADDITIONAL COUNTIES		PREPARED BY	
Fort Bend				Deanne M Rogers	
REVENUE:	TOTAL BUDGET	PROGRAM BASIC SUPERVISION	PROGRAM Pre-Trial Intervention	PROGRAM CSR & County Work Crew	
		LINE ITEM BASIC SUPERVISION	LINE ITEM DTP PTR 008-C	LINE ITEM DTP CSR 002-C	
	Requested TDCJ-CJAD Funding	\$ 1,673,360.00	\$ 759,603.00	\$ 129,230.00	\$ 109,936.00
	PSI Payments	\$ 37,700.00	\$ 37,700.00	\$ -	\$ -
	Community Supervision Fees Col	\$ 1,150,000.00	\$ 1,150,000.00	\$ -	\$ -
	Payments by Program Participants	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -
	Interest Income (Supervision Only)	\$ 57,000.00	\$ 57,000.00	\$ -	\$ -
	Carry Over from Previous FY	\$ 903,581.00	\$ 835,650.00	\$ 7,525.00	\$ 2,635.00
	Other Revenue	\$ 30,798.00	\$ -		\$ -
	Interfund transfer (+ or -)	\$ -	\$ (167,499.00)	\$ (2,023.00)	\$ 81,468.00
TOTAL REVENUE		\$ 3,860,439.00	\$ 2,672,454.00	\$ 142,732.00	\$ 194,039.00
TYPE OF EXPENDITURE	Salaries/Fringe Benefits	\$ 2,558,447.00	\$ 1,618,445.00	\$ 76,240.00	\$ 192,614.00
	Travel/Furnished Transportation	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -
	Contract Services for Offenders	\$ 250,554.00	\$ 62,726.00	\$ 30,000.00	\$ 600.00
	Professional Fees	\$ 106,551.00	\$ 99,697.00	\$ 969.00	\$ 825.00
	Supplies & Operating Expenses	\$ 822,372.00	\$ 778,081.00	\$ 32,372.00	\$ -
	Facilities, Utilities & Equipment	\$ 92,515.00	\$ 83,505.00	\$ 3,148.00	\$ -
	TOTAL EXPENDITURES	\$ 3,860,439.00	\$ 2,672,454.00	\$ 142,732.00	\$ 194,039.00

PROGRAM SUMMARY SPREADSHEET
FY 1999 Budget

CHIEF COUNTY		ADDITIONAL COUNTIES		PREPARED BY	
Fort Bend				Deanne M Rogers	
REVENUE	PROGRAM Work Place Skills	PROGRAM: Literacy & GED	PROGRAM: Intensely Supervised	PROGRAM: Non-English Speaking	
	LINE ITEM DTP EM PO12-C	LINE ITEM CCP	LINE ITEM CCP	LINE ITEM CCP	
	Requested TDCJ-CJAD Funding	\$ 49,571.00	\$ 94,408.00	\$ 196,319.00	\$ 115,495.00
	PSI Payments	\$ -	\$ -	\$ -	\$ -
	Community Supervision Fees Col	\$ -	\$ -	\$ -	\$ -
	Payments by Program Participants	\$ -	\$ -	\$ -	\$ -
	Interest Income (Supervision Only)	\$ -	\$ -	\$ -	\$ -
	Carry Over from Previous FY	\$ 22,026.00	\$ -	\$ 35,745.00	\$ -
	Other Revenue	\$ -	\$ -	\$ -	\$ -
	Interfund transfer (+ or -)	\$ (944.00)	\$ -	\$ 30,917.00	\$ -
TOTAL REVENUE		\$ 70,653.00	\$ 94,408.00	\$ 262,981.00	\$ 115,495.00
TYPE OF EXPENDITURE					
Salaries/Fringe Benefits	\$ 40,601.00	\$ 75,700.00	\$ 261,508.00	\$ 114,629.00	
Travel/Furnished Transportation	\$ -	\$ -	\$ -	\$ -	
Contract Services for Offenders	\$ 14,800.00	\$ 18,000.00	\$ -	\$ -	
Professional Fees	\$ 371.00	\$ 703.00	\$ 473.00	\$ 866.00	
Supplies & Operating Expenses	\$ 9,019.00	\$ -	\$ -	\$ -	
Facilities, Utilities & Equipment	\$ 5,862.00	\$ -	\$ -	\$ -	
TOTAL EXPENDITURES	\$ 70,653.00	\$ 94,408.00	\$ 262,981.00	\$ 115,495.00	

PROGRAM SUMMARY SPREADSHEET

FY 1999 Budget

CHIEF COUNTY		ADDITIONAL COUNTIES		PREPARED BY	
Fort Bend				Deanne M Rogers	
REVENUE	PROGRAM	PROGRAM	PROGRAM	PROGRAM	PROGRAM
	Young Offenders	Mental Impairment	TAIP	Victim Fund	
LINE ITEM	CCP	LINE ITEM	CCP	LINE ITEM	LINE ITEM
				198-079	
Reques. of TDCJ-CJAD Funding	\$ 38,563.00	\$ 42,473.00	\$ 137,762.00	\$ -	-
PSI Payments	\$ -	\$ -	\$ -	\$ -	-
Community Supervision Fees Col	\$ -	\$ -	\$ -	\$ -	-
Payments by Program Participants	\$ -	\$ -	\$ -	\$ -	-
Interest Income (Supervision Orig)	\$ -	\$ -	\$ -	\$ -	-
Carry Over from Previous FY	\$ -	\$ -	\$ -	\$ -	-
Other Revenue	\$ -	\$ -	\$ -	\$ -	30,798.00
Interfund transfer (+ or -)	\$ -	\$ 35,539.00	\$ 19,806.00	\$ -	2,736.00
TOTAL REVENUE	\$ 38,563.00	\$ 78,012.00	\$ 157,568.00	\$ 33,534.00	
TYPE OF EXPENDITURE					
Salaries/Fringe Benefits	\$ 33,274.00	\$ 77,693.00	\$ 30,106.00	\$ 32,634.00	
Travel/Furnished Transportation	\$ -	\$ -	\$ -	\$ -	-
Contract Services for Officers	\$ -	\$ -	\$ 124,428.00	\$ -	-
Professional Fees	\$ 239.00	\$ 319.00	\$ 1,034.00	\$ -	-
Supplies & Operating Expenses	\$ -	\$ -	\$ 2,000.00	\$ 900.00	
Facilities, Utilities & Equipment	\$ -	\$ -	\$ -	\$ -	-
TOTAL EXPENDITURES	\$ 38,563.00	\$ 78,012.00	\$ 157,568.00	\$ 33,534.00	